



PERSONNEL POLICY

Policies, Procedures, Rules and Guidelines

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Introduction

1. DEFINITION OF A PERSONNEL POLICY

The Personnel Policy is a set of rules, source of information and guidelines for the company and its employees. It defines the manner in which the organisation deals with human resources within the framework of applicable legislation regarding the basic conditions of employment and labour relations.

2. PURPOSE OF THE PERSONNEL POLICY

Edulution believes that a healthy and transparent relationship between the Company 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 Edulution and must be interpreted as such. The personnel policy is applicable to all employees who are employed by the Company.

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

3. EMPLOYER / EMPLOYEE RELATIONSHIP

According to the Common Law, employees have a duty to 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. The employer is also required to provide the necessary equipment and relevant training in order for the employee to deliver work to the required standard.

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 company 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 Director 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 and/or the Director.

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 to ensure fairness in the workplace.

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, 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, the right to group and 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 and incapacity due to illness or disability. Chapter VIII (Section 189) sets out the requirements 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 normal day-to-day matters of the workplace. 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. 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 payment of benefits to employees who are contributors to the Unemployment Insurance Fund. Benefits may be paid to dependents of deceased contributors under certain circumstances.

(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.

(k) The Children's Act 38 of 2005 gives effect to certain rights of children under the age of 18 years old as contained in Chapter 2 of the Constitution (Bill of Rights) and provides for principles relating to the care and protection of children.

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 do not qualify for any benefits.

"Coach" – refers to employees who work from classrooms or other areas designated as an Edulution Learning Centre and facilitate learning for learners.

"Company" – refers to the Edulution Group.

"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.

"Director" – the Company's appointed executive and /or non-executive director.

"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 Edulution.

"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.

"Learner" – a person who joins an institution to gain knowledge and/or skills. Also used as a synonym for student.

"Manager" – means an employee who is charged by his/her 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 Company.

"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.

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

"Project Manager" – refers to the employee who will co-ordinate the overall activities of the Edulution pilot project and is not a member of the Board of Directors.

"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 Company 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" - employees 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.

Background, Vision and Mission

1. BACKGROUND

Founded in 2015, Edulution is a run by the multiracial, multicultural and talented Edulution Tribe. Our success depends on our 5 core values being lived every day! Edulution works in some of the most disadvantaged communities in Zambia, Namibia and in South Africa. With a growing number of centres, coaches and learners, Edulution is transforming learning in Sub-Saharan Africa.

2. VISION / MISSION

Inspired by the vision of an Africa whose people are skilled through education and empowered by personal transformation, the Edulution Tribe is committed to a common purpose: finding the most effective way to improve the numeracy, literacy and digital skills of the learners we serve. Our passionate coaches use a mix of face-to-face facilitation and amazing technology.

3. VALUES

At Edulution our success depends on our 5 core values being lived every day:

We are the Change Tribe: the past is not an indicator of what your future can be. We are united in transforming the way we learn, the outcomes of our learners and the future of the countries we work in. We work differently: with accountability, respect and self-leadership.

Something for something, nothing for nothing: what you put in, is what you get out. Invest yourself in your work and reap the rewards in every way. Nothing comes for free, and you are owed nothing by the world. We invest our time, passion, and full commitment - and in return we seek extraordinary results.

Alone I cannot, together we can: being part of a winning team means you can achieve so much more. You are supported every day to be your best with great tools, incredible coaches and skilled Hub staff. If want to go fast, go alone - if you want to go far, go together!

I am unstoppable, we are unstoppable: when faced with challenges or difficulties, we always find a way. Mistakes are shared with openness so the learning can emerge. If at first we don't succeed, we learn, improve and try again.

When they succeed, we succeed: there are many ways of measuring success, but for us it is only when our learners improve their results, and schools improve their educational outcomes, that we begin to achieve our goal.

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.
- The Programme Manager will work with existing partners and sponsors in a particular area of interest.
- The Programme Manager will recruit unemployed youth in the area who have recently matriculated (with Maths and English) and are seeking employment in the field.
- The Programme Manager will set up a pre-visit for all new recruits, where Edulution's operations will be discussed.
- Recruits will be invited to complete an application form. Applicants will be evaluated based on their qualifications (Maths and English).
- On the selection day, applicants will be required to partake in a number of activities which highlights different criteria. Each applicant will be scored on each activity by those who are observing.
- The most suitable candidates will be identified and a shortlist will be drawn up.
- 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.
 - A formal and structured training programme.
 - 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 specifications
- Advertise the position, internally and/or externally
- Receive applications
- Compilation of shortlist
- Compilation of selection criteria and questions²

¹ How to write a job description

² Interview Criteria

- 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 licence checks
- Negotiate employment contract
- Make an employment offer to candidate and appoint successful candidate
- 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 company's approved organisational structure and approved staff budget.
- 2.2 All appointments are authorised by the team observing the training. If the appointment is for the position of the Programme Manager, then the appointment must be made by the Project Manager or the Director. The Project Manager must be appointed by the Director.

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 digitally in line with Edulution's document storage procedures. Only the authorised persons may have access to the files.
- 3.3 Personnel files are not to be removed from the allocated online folders.
- 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), copy of identification document, reference checks, proof of valid driver's licence (if applicable), copy of police clearance certificate and individual tax numbers are required at appointment.

³ Interview Questions

⁴ Reference Check Form

⁵ Letter to unsuccessful applicants

⁶ Personal particulars form

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 employees**⁷ 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 company's normal retirement age of sixty (60) years.

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 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 Company. In terms of the Basic Conditions of Employment Act, these individuals are excluded from specific determinations of applicable labour legislation.

4.1.5 Employees (as specified in the Basic Conditions of Employment Act) are automatically regarded as permanent employees if they are employed for more than three months.

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 Company policy, which may be announced and changed from time to time. The Company 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.

⁷ Permanent, Temporary, Part-time contracts of employment

5. PROBATION PERIOD⁸

- 5.1 On appointment, all employees will be subjected to a three (3) to (12) month probation period. The specific duration of the probationary period will depend on the job and person requirements for each specific position and may differ from situation to situation.
- 5.2 Assistant Coaches will be subjected a 4-month probationary period, while they are undergoing the formal training programme.
- 5.3 During this probation period the respective employee will receive support and guidance from the relevant Programme Manager and senior coach as well as regular feedback regarding the employee's performance.
- 5.4 Upon completion of the training programme, the assistant coach will be required to undergo a formal assessment analysed by the Programme Manager and senior coach. Coaches will be required to achieve a mark of at least 75% in order for the probationary period to be successful and to qualify as a Bronze coach.
- 5.5 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:
 - 5.5.1 The employee's work performance will be assessed by the responsible Programme Manager during the probationary period. The Programme 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.
 - 5.5.2 If the Programme Manager determines that the employee's performance or conduct is below standard, the Programme Manager must advise the employee of any aspects of the employee's conduct or performance which, in the Programme Manager's opinion, fail to meet the required standards. If the Programme Manager believes that the employee is incompetent, the Programme Manager must advise the employee of the aspects in which the employee is not competent.
 - 5.5.3 If Management, during or at the end of the probationary period, decides that the employee, despite the Programme 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, 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 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.
 - 5.5.4 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:

⁸ Probation period Evaluation Form

- (a) The extension must be implemented and advised to the employee during or upon the expiry of the probationary period.
- (b) The duration of the extension may not exceed the length of the original probationary period (3 months).
- (c) 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 5.5.2.

5.6 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 a medical condition may result in dismissal of the employee.

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 Edulution. 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 more than one member of the same family may be permitted.

⁹ Declaration

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

8.2 Employees (including applicants) are obliged to make full disclosure (to the Programme Manager) if relatives, partners and/or family members are already working for the organisation or applying for a position within the organisation.

8.3 This requirement applies to both temporary and permanent staff members.

8.4 Employees who are family members or in a relationship with another employee are strictly prohibited from working in the same centre or within the same reporting lines.

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 company 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 company's appointment process, the age of all employees is verified. Copies of identity documents are filed in staff members' personnel files.

10. FORCED LABOUR

10.1 In terms of Section 48 of the Basic Conditions of Employment Act (75 of 1997), the company 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 a formal induction programme, which is aimed at introducing the employee to his/her work and working environment.

11.2 The Programme Managers and senior coaches concerned are 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 Edulution coaches do not have structured working hours. Coaches' hours work according to school times.
- 1.2 All coaches should facilitate classroom sessions for at least 24 hours per week. Specific numbers of hours and days worked by the coach is left to their discretion, provided that they facilitate classroom sessions for a minimum of 24 hours per week.
- 1.3 The ordinary hours of work per day may not exceed:
 - 1.3.1 Nine (9) hours per day, if the employee works five (5) days or less per week; and
 - 1.3.2 Eight (8) hours per day, if the employee works more than five (5) days per week.
- 1.4 The employer reserves the right to change working hours due to operational requirements should such a need arise.
- 1.5 Any permanent deviations from the above-mentioned arrangements regarding working hours will be specified in the employee's employment contract.
- 1.6 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 SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS¹³

- 2.1 Edulution endeavours to avoid employees working on 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.
- 2.2 Employees may be required to work on Saturdays if Learning Centres require this and if there are scheduled month-end meetings. Payment for Saturdays will be in line with the provisions of the Basic Conditions of Employment Act for work on Saturdays.
- 2.3 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).
- 2.4 If an employee who ordinarily 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.
- 2.5 Any time worked on a Sunday is not taken into account in calculating an employee's ordinary hours of work and is deemed as overtime.

¹² BCEA Section 9 & 10

¹³ BCEA Section 16 & 18

- 2.5 All work performed on a public holiday will be remunerated at a rate of double the employee's ordinary daily wage.
- 2.7 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. OVERTIME

- 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 Edulution.
- 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.
- 3.3 Paid overtime must be requested and controlled by Management. Prior approval (with reasonable notice) must be obtained from the responsible Programme Manager before overtime work commences.
- 3.4 No employee may commence on overtime without the approval and authorisation of the Programme Manager. All hours (normal and overtime hours) will be tracked using the system (on the tablets provided to the coaches) that monitors the in-classroom teaching and learning.
- 3.5 Payment for overtime worked only applies after the completion of the employee's hours calculated by using the average hours for the last 13 weeks.
- 3.6 The rate of pay for overtime worked shall be one and a half (1.5) times the employee's wage for all work performed before the usual starting time of a shift or completion of an ordinary shift, or on a Saturday if the employee works a five (5) day week. Where the overtime is worked after the completion of the normal hours of a shift, the employee shall be allowed a rest period of at least eight (8) hours after completion of the overtime, before the next normal shift starts.
- 3.7 The following staff members do not qualify for overtime compensation¹⁴:
- Senior management;
 - Staff earning more than R 205,433.30 per year (applicable from 01 July 2014) or as amended by the Minister of Labour;
 - Staff members who are involved in sales and who regulate their own working hours; and
 - Staff members who work for the Company less than twenty-four (24) hours per month.

4. MEAL INTERVALS¹⁵

- 4.1 Lunch times does not form part of normal working hours and are unpaid.
- 4.2 Meal intervals should be taken in accordance with the school's meal intervals.
- 4.3 The meal breaks may vary according to operational requirements, but will not be changed without notice.

¹⁴ BCEA, Section 6

¹⁵ BCEA, Section 14

5. ADJUSTED WORKING HOURS

- 5.1 It may be expected of all staff to work adjusted working hours and/or shifts from time to time. The responsible Programme 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 Company (e.g. load shedding), working hours may be adjusted accordingly.

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 Senior coach and/or Programme Manager.
- 6.2 Should an employee be unable to attend work due to sickness or injury, the responsible senior coach 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 days / scheduled sessions 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.
- 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 from time to time.
- 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 LEAVE

1.1 Leave provision

- 1.1.1 Coaches are entitled to 15 work days annual leave per annum. As coaches work within the framework of the school year and its calendar, a coach (like teachers) will be regarded to be on annual leave during school holidays or days when school is officially closed, unless a holiday programme has been organised for the school at which they are a Coach. Holiday programmes will typically be run for 1-2 weeks at the start of each school holiday. Coaches are expected to work as per normal during the holiday programmes. If the holiday period exceeds annual leave days due to the employee and their services are not required during that period (for holiday programmes), the remainder of the holiday period will be regarded as special unpaid leave.
- 1.1.2 Coaches may be required to perform some of their normal duties, such as preparation for the new term during school holidays and periods of closure.
- 1.1.3 Should coaches wish to take additional time off during the school term (in addition to annual leave days), they will be required to liaise with Programme Manager or their senior coach and request that they not be scheduled for classroom sessions. Coaches are remunerated based on hours worked, therefore this period of time off will be unpaid leave.

1.2 Leave application

- 1.2.1 Leave may only be taken once the correct leave application form¹⁶ has been completed and has been approved by the responsible Programme Manager. If an employee goes on leave without prior approval such period of absence may result in disciplinary action being taken against the employee.
- 1.2.2 Application for leave in excess of five (5) days must be done at least one (1) calendar month prior to commencement of such leave. In a case where five (5) or fewer consecutive working days' leave are being applied for, the application must be submitted at least fourteen (14) days in advance.
- 1.2.3 Senior Coaches and Programme Managers are responsible for the management of their centres' leave schedule. Leave will be granted on the discretion of the responsible Senior Coach and Programme Manager.
- 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 register¹⁷ is kept in which all leave is recorded. Enquiries regarding available leave can be directed to the person responsible for the HRM administration.

¹⁶ Leave Application Form

¹⁷ Leave register

2. SICK LEAVE¹⁸

- 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.
- 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 required¹⁹.
- 2.5 A medical certificate²⁰ 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 nature and 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 company 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 senior coach 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.

¹⁸ BCEA, Section 22

¹⁹ BCEA, Section 23

²⁰ Medical Certificate

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; and
- During any other period of authorised absence.

3. OCCUPATION INJURIES²¹

- 3.1 If an employee is absent 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 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.
- 3.3 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 LEAVE²²

- 4.1 According to the Basic Conditions of Employment Act, maternity leave is granted to all permanent female staff members for a period of four (4) consecutive months. The maternity leave period extends from six (6) weeks before the estimated date of delivery to ten (10) weeks after childbirth. If agreed upon, the employee may resume duties (six) weeks after birth.
- 4.2 Employees may utilise available annual leave as paid maternity leave.
- 4.3 An employee who is on maternity leave will receive no remuneration from the employer. Maternity leave is regarded as unpaid leave. The employee's job will be reserved for the duration of her maternity leave and she will be able to resume her duties thereafter.
- 4.4 An employee can apply for unemployment benefits from the Unemployment Insurance Fund (UIF)²³ for the duration of her maternity leave.
- 4.5 The employee must notify her employer of her pregnancy in writing at least four (4) months before the expected date of the birth of her child. She is required to submit a medical certificate which indicates the expected date of the birth of her child.
- 4.6 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.

²¹ Occupational Injuries and Diseases Act 130 of 1993/ BCEA, Section 24

²² BCEA, Section 25

²³ UI-19 Form

- 4.7 The period during which the employee is on maternity leave, is leave bearing on condition that the employee returns to work after her maternity leave.
- 4.8 The period during which the employee was on maternity leave, will be taken into consideration as a period of service for the purpose of calculating annual increases.
- 4.9 The period of unpaid maternity leave is considered as completed calendar months service when an employee's annual bonus is calculated. The employee who is or has been on maternity leave will therefore receive a full bonus according to the conditions applicable to service bonuses.

5. FAMILY RESPONSIBILITY LEAVE²⁴

- 5.1 Employees who have been in the Company's service for longer than four (4) months and who work for the employer for at least four (4) days a week, are entitled to three (3) days paid leave during each twelve-month leave cycle in the event of:
- Illness of an employee's child; or
 - In the case of death of an employee's spouse or life partner, parent, adoptive parent, grandparent, child, adoptive child, grandchild, parent in law (not required by law), 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.

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) 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 company 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 company with an affidavit declaring who will act as the primary or secondary parent.

²⁴ BCEA, Section 27

- 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 Parental Leave is regarded as unpaid leave.
- 6.8 The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).
- 6.9 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.
- 6.10 An employee on parental leave, accumulates normal annual leave on condition that the employee returns to work after such leave.
- 6.11 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 company 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 Adoption leave is regarded as unpaid 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 company 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 Commissioning parental leave is regarded as unpaid 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 HOLIDAYS²⁵

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.

²⁵ BCEA, Section 18

- 9.4 Employees who qualify for overtime payment and who work on a public holiday, either receive double their normal rate for the specific day.
- 9.5 The Company 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.

10. RELIGIOUS HOLIDAYS

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

11. STUDY LEAVE

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

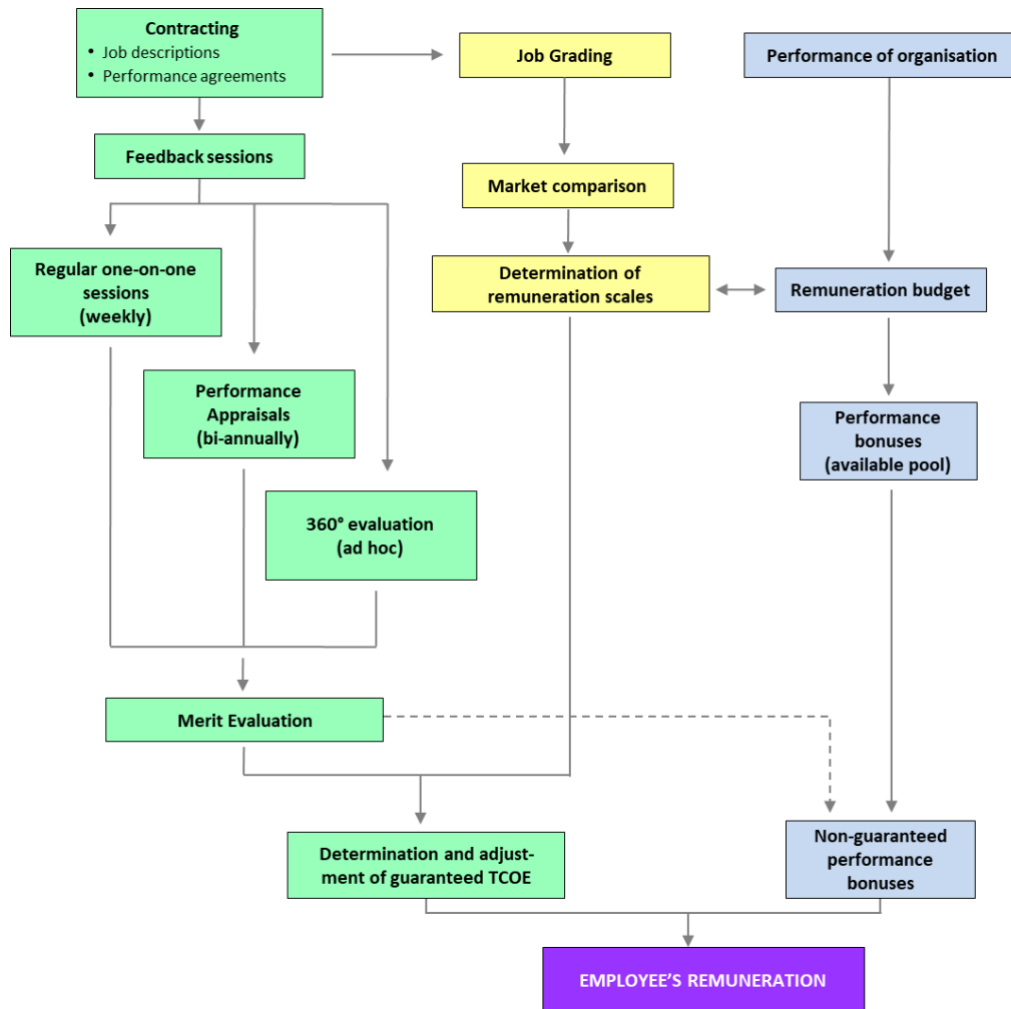
12. UNPAID LEAVE (SPECIAL LEAVE)

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 Programme Manager. Leave without pay for longer than a calendar month will only be awarded if the Director approves it.

Remuneration

REMUNERATION MODEL



1. JOB DESCRIPTION AND PERFORMANCE CONTRACTS

1.1. Job descriptions²⁶ 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)

²⁶ 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 Programme Manager and the employee to add new tasks.

2. JOB GRADING

- 2.1 There is no formal job grading system in place for employees. Remuneration is dependent on the number of hours worked. Management reserves the right to implement a job grading system for employees.

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 number of hours worked for the specific pay period
 - The number of learners in attendance at session
 - The number of exercises completed
 - Active learning time of the learner
 - The number of tests undertaken by the learners
 - Learner consistency (the percentage of assigned sessions a learner attends each month)
 - Learner retention (the number of learners who remain on the program for a full year)
 - The number of learners who graduate from one level to the next each month
- 3.1.3 While employees are still assistants and undergoing training, they will receive a minimum payment of R 3000 p.m., which shall be reviewed annually. Once employees have become qualified Bronze Coaches, they will receive commission payments in the range of R3 000- R6 750 per month, based on the above parameters.
- 3.1.4 Silver and Gold Coaches are remunerated based on the performance of the centres which they manage, in line with metrics used to determine Bronze Coach commissions.
- 3.1.5 Packages are structured within the framework of tax legislation. The company's salary administrator or an expert appointed by the Director, assists newly appointed or promoted staff members with the structuring of packages. The structuring of packages is approved by the Director. The tax liability, package structuring and tax calculations of Director, can be outsourced to an external expert at the request of such staff member.
- 3.1.6 Edulution 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 The Company'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

4. FEEDBACK DISCUSSIONS (PERFORMANCE ASSESSMENT)²⁷

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.

Feedback discussions as part of performance assessment may be carried out as follows:

A one-on-one assessment of coaches is conducted twice a year and is facilitated by the Senior Coach. The Programme Manager may be present during the performance assessment.

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

Regular one-on-one work sessions (15 - 30 minutes) between Senior Coaches and all other coaches occur weekly. During these discussions feedback is provided with regard to completed and planned actions.

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. The assessment of the coach will include evaluation of their classroom and learning facilitation with students. An assessment form will be completed by the senior coach or Programme Manager. 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 and intervention strategies for further performance improvement and development.

5. MERIT ASSESSMENT²⁸

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.

²⁷ Performance Discussion Form

²⁸ Merit Assessment Form

- 5.2 Merit assessment is done by the Senior Coach and/or the Programme Manager. As and when required, an external HR expert may assist the Board.
- 5.3 Merit assessment is conducted annually before annual remuneration adjustments for coaches.

6. NON-GUARANTEED PERFORMANCE AWARDS

- 6.1 Edulution 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 based on the sole discretion of the Director and the financial position of the organisation.
- 6.4 Bonuses, if awarded, are awarded only to employees who have been in the employment of the company for a minimum of twelve (12) months.
- 6.5 Bonuses, if awarded, are awarded once a year at the company's annual award ceremony where each centre is recognised for its performance.
- 6.6 In the event of an employee leaving the employment of the firm during the course of a particular year, for whatever reason, the employee will not be entitled to a pro rata bonus.

7. COMMISSION PAYMENT

- 7.1 Commission is 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 following 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/week 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.

10. LONG-TERM SERVICE AWARDS

- 10.1 No long-term service awards are given to any employee.

Provident- and Medical Aid Fund

1. RETIREMENT PROVISION

- 1.1 Edulution offers no Pension- and/or Provident Fund.
- 1.2 Employees are encouraged to make provision for retirement by means of their own personal Pension- and/or Provident funds.
- 1.3 All cost associated with a Pension- and/or Provident fund will be for the employee's account.

2. MEDICAL AID FUND

- 2.1 Edulution 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.

Insurance

1. WORKMEN'S COMPENSATION INSURANCE

- 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 host school's premises) must be reported²⁹ to the employer and/or health and safety representative as soon as practicable but no later than the end of the particular shift 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. Reporting must be in writing with full particulars of the accident and injuries. If the employee does not report the accident as stipulated above, it will not be processed as an occupational injury.
- 1.3 All employees are subject to the safety provisions and standards which have been determined by Edulution 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.

2. UNEMPLOYMENT INSURANCE³⁰

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 utilised primarily for the payment of unemployment- and illness benefits as well as payments to dependents of deceased contributors.

3. KEY PERSON INSURANCE

The Director may, within his/her discretion, take out Key Person Insurance policies on company 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.

²⁹ Unemployment Insurance Contributions Act 4 of 2002, Section 2,6,7

W.Cl.2 (Employer's report of an accident)

W.Cl.305 (Employee Affidavit)

W.Cl.236 (E) (Sworn or confirmed statement by employee)

W.Cl.3 (Notice of accident and claim for compensation)

W.Cl.1 (E) (Employer's report of an occupational disease)

Termination of Employment

1. NOTICE PERIOD³¹

1.1 The employment contracts of permanent and temporary employees can be terminated by either party in writing by giving:

- (a) one (1) weeks' notice if the employee has been employed for six (6) months or less;
- (b) two (2) weeks' notice if the employee has been employed for more than 6 months but less than a year;
- (c) one calendar month notice if the employee has been employed for one year or longer; or
- (d) as agreed in the respective employment contracts.

1.2 Notice to terminate employment must be given in writing and can be done at any time of the month.

1.3 Notice of termination of employment may not be given by the employer or an employee during any period of annual, sick, family responsibility, maternity leave, or parental leave and may not run concurrently with any such leave except sick leave.

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 performance, misconduct, incapacity or operational requirements:

1.4.1 Dismissal due to disciplinary action³²

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 requirements³³

Should the employer contemplate to retrenchment 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

³¹ BCEA, Section 37

³² LRA, COGP Schedule 8

³³ LRA, Section 189

annual leave. The “Code of Good Practice” of the Labour Relations Act (66 of 1995) will serve as a guideline.

- 1.5 Leave may not be taken during any notice period.
- 1.6 Once an employee’s written notice of resignation has been submitted, it may not be withdrawn unless agreed to by the employer.
- 1.7 If an employee refuses / fails to work out his/her notice period, it shall be deemed that he / she is in breach of contract. In such an event, the company may proceed to claim damages.
- 1.8 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 may, upon reaching the age of fifty-five (55), give notice to the employer of his/her intention to retire, but will be obliged to retire upon reaching the age of sixty-five (65), upon which the contract of employment will automatically expire. An employee retires on the 31st of December of the year during which they become 65 years of age.
- 2.2 In the event of an employee being appointed after reaching the abovementioned retirement age, the employer may terminate the employment contract at any stage with notice, based on retirement.
- 2.3 The employer may agree to appoint the employee temporarily on a fixed term contract. Such appointment is not a right and only offered to employees in exceptional cases.

3. REIMBURSIVE COST³⁴

- 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/she is entitled to, Edulution 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.

³⁴ BCEA, Section 34

- 4.3 Coaches do not work fixed hours, therefore, final payment upon termination of services in terms of notice pay, leave and all other monies owed to the employee is calculated using the average of the employee's salary for the last 13 weeks.

5. CERTIFICATE OF SERVICE³⁵

- 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 Programme Manager in charge. The firm, in its discretion, may or may not respond to such request.
- 5.3 Bona fide Programme Manager may provide information on staff members who were previously employed by the organisation. Only factual information may be disclosed.

6. EXIT INTERVIEW³⁶

- 6.1 Before an employee finally leaves the employer's employment, the employee must attend an exit interview with the responsible Programme Manager or some other 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 Director. A copy of this report (form) must be placed in the employee's file.

7. EXIT INTERVIEW CHECKLIST³⁷

- 7.1 The Programme Manager shall complete the company'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 Programme Manager must assist the employee with all relevant documentation and information in relation to the termination of employment.
- 7.3 It is the responsibility of the Operations department to ensure that:
- 7.3.1 All company 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.

³⁵ Certificate of Service

³⁶ Exit Interview Form

³⁷ Exit Interview Checklist

Relief and Promotions

1. RELIEF

- 1.1 No employees will be requested / required to act as temporary relief for another employee.

2. PROMOTIONS

- 2.1 Promotions may be applicable in the following cases:
- A higher coaching level 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.

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 company'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 training³⁸ and / or personal development programmes scheduled by the Directors / Programme Managers.
- 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 hours³⁹ must be approved by the relevant Director / Programme Manager in advance.
- 2.5 Assistant coaches are required to undergo intensive induction and training during the first three months of joining Edulution. Bronze coaches are required to undergo training quarterly, while silver and gold coaches are required to attend training twice a year.
- 2.6 It is the employee's responsibility to provide proof of successful completion of a training programme to the Director / Programme Manager.
- 2.7 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.

³⁸ Internal training form

³⁹ Application for external training

3. TRAINING RECORDS ⁴⁰

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

⁴⁰ Training record form

Thirteen

Study policy

1. CONSIDERATION OF APPLICATION

- 1.1 Any Coach or Programme Manager is free to approach the Director for study support. Study support will only be considered when the following criteria are met:
- The course must be formally accredited at a registered, authoritative institution.
 - Attendance of classes and practical work must take place outside normal working hours (exceptions may be motivated).
 - The course must be directly related to the person's current job description or reasonably linked to his/her future career progression in the company.
 - The awarding of study support is done while considering the company's strategic needs, skills development plan and budget.
 - Study assistance is not a right and is awarded on merit. Coaches must have been in the employ of Edulution for a minimum of 2 years in order to apply for study assistance.
 - Applications will be considered on merit and approved at the sole discretion of the Director. The relevance of courses, strategic priorities of the company as well as the performance and career history of the employee, are factors that will be considered.

2. COST

- 2.1 If a Coach or Programme Manager studies in an approved field (as determined by the Director), the following costs (or part thereof) are potentially payable:
- Class and registration fees
 - Textbook fees
- Travel and accommodation costs are specifically excluded.
- 2.2 Student loans are arranged with the relevant persons in terms of advances, which is recovered from the employee's salary.
- 2.3 Employees will be required to sign a student loan agreement prior to receiving any income from the company for costs related to studies. By signing the student loan agreement, the employee authorises the employer to make deductions from their remuneration for costs incurred related to class, registration and textbook fees.
- 2.4 The employer will not at any point, excluding final payment in terms of termination of contract of employment for any reason, deduct more than 25% of the employee's monthly gross income. Should the cost incurred for the employee's studies exceed 25% of the employee's monthly gross income, the cost will be deducted over a period of months.

- 2.5 If employees do not pass their studies/courses, all tuition fees will still be deducted from the employee's remuneration in accordance with provision 2.3 and 2.4 above. Edulution will also not contribute financially to courses that are being repeated.
- 2.6 If approved, the costs of relevant course material and textbooks will only be covered by Edulution if the necessary proof that the course material and/or textbooks are prescribed, was submitted by the respective employee together with an invoice of the cost of the course material and/or textbooks.
- 2.7 The financial study support funds will be paid into the bank account of the employee for each module. The employee is responsible for transferring payment to the learning institution.
- 2.8 The employee must provide proof of successful completion of the module in order to qualify for financial study support for subsequent modules.
- 2.9 The employee must also provide proof that payment was made to the institution in order to qualify for their next payment in terms of their study support.

3. STUDY LEAVE

- 3.1 Study leave is a privilege and not a right.
- 3.2 A comprehensive motivation with regard to the relevance of the planned course must be submitted and prior approval must be obtained from the Director before applying for paid study leave.
- 3.3 Applications for study leave should be submitted to the appropriate Director / Programme Manager at least two (2) weeks prior to the date on which the leave is to commence. Requests for study leave must be accompanied with proof that an examination is to be written.
- 3.4 Study leave is intended for courses that lead to a recognised tertiary qualification.
- 3.5 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.
- 3.6 Study leave is granted at the discretion of the Director. Study leave is only considered if the studies relate to the employee's current position.
- 3.7 Study leave is allocated as follows:
 - 3.7.1 One (1) day for preparation before the examination (not applicable if the exam is written on a Monday); and
 - 3.7.2 One (1) day to write an exam.
- 3.8 The number of days of study leave granted per a year will depend on the number of exams written. However, the need for further study leave may be motivated, but as a general guideline a maximum of seven (7) working days per year applies.
- 3.9 No study leave shall be approved in respect of a re-examination and/or a subject that is repeated.
- 3.10 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 moneys payable to the employer upon resignation.

4. GENERAL

- 4.1 If the staff member fails, he or she is responsible for the cost of repeating the failed subject or course.
- 4.2 Employees must remain in the service of Edulution after obtaining a qualification for a period equal to the duration of the training (e.g. if the training programme lasts for one year, the employee must remain in the employment of Edulution one year after completing the programme.)
- 4.3 Should the staff member leave the employer's service (for any reason) within one (1) year after the course / subjects have been completed, the costs incurred in respect thereof will be refundable to the company. Payments made by the company in respect of an unfinished year of study will also be recovered with early resignation.

Discipline

1. PURPOSE

- 1.1 For the sake of good order, Edulution, 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 Edulution.
- 1.2 All employees of Edulution 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 the Programme Managers' 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 company's intention to act in a procedurally and substantively fair manner, and to comply with applicable legislation at all times.
- 1.5 It is Programme Managers' 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 Programme Managers.
- 1.7 Employees are expected to conduct themselves in a manner that reflects and maintains the image of the company at all times.
- 1.8 If any behaviour or action taken by an employee at any time is regarded as detrimental to the company / school, Programme Managers 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 Programme Managers or staff member responsible for HRM.

2. REPRESENTATION⁴¹

- 2.1 In all instances of disciplinary action, the employee has the right to representation. Such a representative must, however, be an employee of the company.
- 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 the shop steward may be represented by an external official.

⁴¹ LRA, Section 4

3. COURSE OF THE DISCIPLINARY HEARING⁴²

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. The employee should also be given the opportunity to make a representation to oppose 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, the Programme Manager may decide to proceed with a disciplinary hearing.

3.2 Notice⁴³

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 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**, for example a colleague or trade union representative. Representatives must be from the same workplace. No external representation will be allowed during the 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.

⁴² LRA, COGP Schedule 8

⁴³ Disciplinary forms: Notification of disciplinary hearing

- 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.)

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. 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.⁴⁴
- The outcome of the hearing must be communicated in writing and the employee should acknowledge receipt (signature).⁴⁵
- 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.

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:

⁴⁴ Disciplinary forms: Minutes of disciplinary hearing

⁴⁵ Disciplinary forms: Outcome of disciplinary hearing

4.1 Counselling/Concerned Discussion/Verbal Warning⁴⁶

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 Programme 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 Programme 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.

- 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).⁴⁷
- The dismissal is authorised by the Project Manager.

⁴⁶ Disciplinary forms: Counselling Form

⁴⁷ Disciplinary forms: Notice of Dismissal Form

4.5 Suspension as a sanction ⁴⁸

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. APPEAL⁴⁹

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 arranges an appeal hearing where the appellant can state his/her case to the Director / Programme Manager (Programme 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 company).
- The employer appoints a chairperson (independent Programme Manager or external specialist) for the appeal.
- 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 company is concerned.
- The sanction that was decided upon after a disciplinary hearing takes immediate effect and is not deferred pending a possible appeal.

⁴⁸ Disciplinary forms: Suspension Form

⁴⁹ Disciplinary forms: Appeal Form

- 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 DIRECTORS / PROGRAMME MANAGERS

All Directors / Programme Managers are responsible for the application of discipline within their respective departments and clusters. Where a Director / Programme Manager is directly involved in a situation that may influence his/her judgment, another Director / Programme Manager or external expert may be requested to act as chairperson in a hearing. If a Director / Programme Manager acts as chairperson in a hearing, appeals are referred to another Director / Programme 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 received timeously.
- 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 company 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 Directors / Programme Managers 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 or leaving early) - Unauthorised absenteeism - Failure to notify the employer of absence - Sleeping on duty - Improper application of company property and equipment - 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 company 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 - Poor maintenance of vehicle, machinery, place of work, etc.	Counselling / Verbal Warning	Written Warning	Final Written Warning	Dismissal
CATEGORY B: - Negligence resulting in damage to equipment, material, property, etc. - Non-compliance with safety and hygiene measures. - Use of offensive or abusive language or signs - A history of periodical absenteeism over short periods (1-2 days) - Unauthorised private/part-time work - Negligence w.r.t. completion of reasonable instructions. - Failure to submit medical certificate - Abuse telephone/internet facilities - Abuse of sick leave - Failure to report for overtime	Written warning	Final written warning	Dismissal	

TRANSGRESSION	1st Offence	2nd Offence	3rd Offence	4th Offence
• 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 company / school policy and procedure (a negligent or intentional failure to follow a company / school policy that has been implemented)	Written warning	Final written warning	Dismissal	
CATEGORY C: • Unauthorised absence from place of work (three to four days). • Desertion of post (absence from work or workstation without permission and/or valid reason with the intention of not returning until the next allocated shift or work day) • Deliberate evasion/neglect of duties and responsibilities • Refusal to carry out lawful instructions at work • Unauthorised possession of a firearm or dangerous weapon or company / school 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 to an employee / groups of employees and may or may not be derogatory in nature) • Unauthorised use of company vehicles • Unauthorised transport of passengers • Deliberate disregard of rules regarding the use of motor vehicles • Unauthorised use of equipment or tools. • Damage to company / school property • Disregard for procedures contained in the personnel policy. • Arranging unauthorised meetings • 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/consumption or possession of alcohol, narcotics or other related drugs/substances whilst on duty • In possession of drugs • Smoking in prohibited areas	Final written warning	Dismissal		

TRANSGRESSION	1st Offence	2nd Offence	3rd Offence	4th Offence
- Acting rude towards clients, students, management or colleagues - Misuse of rights / abuse of privileges - Any action during/after work hours that may place the employer's name in a bad light - 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 company's stakeholders) - Victimisation / discrimination - Sexual Harassment / sexual misconduct - Sabotage / wilful damage to company / school property (any act by an employee to interfere with the normal operations of the employer by damaging company 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 - Bringing the employer's name into disrepute - 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 company / school property / material	Dismissal			

TRANSGRESSION	1st Offence	2nd Offence	3rd Offence	4th Offence
• Theft, fraud, forgery or accomplices thereto (including attempts to theft / fraud) • Accepting bribes or favours • Providing confidential company, school or personal employee or student information to outsiders • Providing false information on purpose or deliberately withholding information • Breach of confidentiality / use of confidential information for own gain • Falsification of company 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 a company vehicle or operating machinery while under the influence of alcohol or drugs • Unauthorised possession of company 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 • Any other reason that is legitimately regarded as sufficient grounds / common law cause for dismissal	Dismissal			

Grievances

1. PURPOSE

- 1.1 Edulution strives towards having productive, devoted, motivated, happy and satisfied personnel. Therefore, open communication and transparency are 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 the attention of the Directors/Programme Managers. It also ensures uniformity throughout the company.

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 Directors/Programme Managers.
- 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, 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 Directors/Programme Managers;
 - 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 STEPS⁵⁰

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 Programme Manager.
- 4.2 If the grievance involves the Programme Manager, it will be referred to another Programme Manager. The Programme 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 Programme Manager with whom the grievance has been lodged initially or the alternative Programme 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 to the Director / external mediator

- 4.5 Grievances which are not resolved satisfactorily by the actions in step 1, are brought to the attention of the Programme Manager in writing. The Board may appoint an external mediator.
- 4.6 The Programme Manager / 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 Programme Manager / 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.

⁵⁰ 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 physical or mental condition of the individual poses a risk to the general safety and welfare of the individual, his/her co-workers, the company, the school, the employees and students of the school 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, the company and the school.

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 Edulution (Administrative staff and coaches), as well as contractors and visitors.
- 2.2 Alcohol may be consumed at formal work functions, with the understanding that the professional image of Edulution is to be upheld. After such functions an employee should not return to the school's premises.
- 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 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 the Programme Managers are unable to work productively, will summarily be sent home (without pay) and will be disciplined.
- 2.5 No alcohol, drugs, narcotics and chemical substances are allowed on the premises, except where it is work-related.
- 2.6 The Directors retain the right to search any employee or to test the employee if there is a suspicion that the employee is under the influence, or smuggles it, or threatens the life of any other employee.
- 2.7 The employer may not be prescriptive in terms of social alcohol and drug use patterns outside of working hours and away from the premises, as long as the usage does not negatively affect the work, the operational requirements and the professional image of the employer and the employee's ability to comply with his/her job requirements.
- 2.8 The company 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 company'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 company 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 company 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, students or members of the public, and which is an offence in terms of the company'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 Directors and Programme Managers

- The Directors are responsible for the implementation of this policy.
- The Directors 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 Programme 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 Programme 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 Programme 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, the Directors, the school and its students 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 Programme 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

Edulution encourages employees with substance dependency problems to consult the responsible Director / Programme Manager voluntarily. The employee can make the appointment either directly or through a colleague or other Programme 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.
- 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 the Director/Programme Manager and the employee of the report.
- If the Director/Programme 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 company being obliged again to offer treatment.
- W.r.t. offences that are related to substance abuse, the chairperson of a hearing, or Director/Programme Manager, 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 Director/Programme 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 Director/Programme Manager (in the event of a disciplinary hearing) 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 Director/Programme 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 company 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 ⁵¹

The company maintains the right to test any employee for alcohol and drug abuse. The company 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 company 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 in writing 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 a Director/Programme Manager or any responsible person suspects 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 Director/Programme Manager 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/drug usage is suspected in the opinion of a company official. Testing will include both an alcohol and drug test where applicable.

⁵¹ Alcohol test procedure

- 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 the company's premises or transport provided by the Practise.
- 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 company 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 company's premises and be taken to their place of residence.

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 company 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 company 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 company 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 company's/school's premises and be taken to their place of residence.

7.8 Testing of Contractors

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

7.9 Testing of Visitors

- 7.9.1 Visitors to the premises of Edulution will be subjected to the same rules from an access, 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 The company will not be liable for rehabilitation programmes 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 is aimed at:

- ensuring that Edulution creates a safe and healthy working environment for all employees, contractors and visitors;
- reducing the safety risk of Edulution;
- ensuring that the agreed safety measures and regulations are adhered to;
- ensuring that all administration regarding accidents/injuries on duty is done according to the prescribed procedure;
- ensuring a healthy and safe workplace, conditions and practices;
- complying with all legal health and safety requirements;
- ensuring that the company's facilities, machinery and tools undergo regular maintenance and are used in the safest way possible;
- ensuring that the company's employees receive training and are aware of health and safety requirements; and
- ensuring that the company'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 contractors. If employees do not comply with the policy, disciplinary actions will be lodged against them.

3. POLICY DECLARATION

- 3.1 All employees of Edulution 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 Edulution strives to protect its employees at all times.

4. NON-COMPLIANCE OF SAFETY MEASURES AND REGULATIONS

4.1 All employees and visitors of Edulution 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.

4.2 Employees who:

- enter a demarcated area without approval;
- do not use the prescribed protective clothing and safety equipment;
- do not adhere to an instruction on how to utilise protective clothing and safety equipment;
- do not adhere to a demarcation notification, sign or instruction;
- cause deliberate or irresponsible damage or misuse anything that has been issued for safety purposes; and
- threaten any other person's health and safety due to irresponsible and deliberate behaviour;

may be found guilty of a disciplinary transgression.

5. 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 shift 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.

6. GENERAL DUTIES OF EMPLOYEES

Every employee is required to:

- 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.

7. GENERAL DUTIES OF EMPLOYERS TO THEIR EMPLOYEES

- 7.1 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.
- 7.2 Without deviating from the generality of an employer's duties under 7.1, 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) establishing, as far as is reasonably practicable, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in his/her business, and he/she shall, as far as is reasonably practical, further establish what precautionary measures should be taken with respect to such work, article, substance, plant or machinery in order to protect the health and safety of persons, and he/she shall provide the necessary means to apply such precautionary measures;
 - (e) providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practical, the health and safety of his/her employees at work;
 - (f) 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;
 - (g) taking all necessary measures to ensure that all requirements of this policy are complied with by every person in his/her employment or on premises under his/her control where plant or machinery is used;
 - (h) enforcing such measures as may be necessary in the interest of health and safety; and
 - (i) ensuring that work is performed and that plant or machinery is used under the general supervision of a person trained to understand the hazards associated with it and who have the authority to ensure that precautionary measures taken by the employer are implemented.

8. EMERGENCY PROCEDURES

8.1 Emergency Procedures

It is important that employees should not take risks and should minimise 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 of the host school in order to eliminate or minimise risks.

8.2 Exits

All employees must ensure that they know where the nearest exit from their workplace is (in all host schools in which the employee works), and where all other exits, including emergency exits, are.

8.3 Emergency Instructions

All coaches are required to familiarise themselves with the emergency procedures of their host school. The following rules may 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.
- 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 one of the Project Managers 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.

8.4 Emergency Plan

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

- Remain calm.
- Inform the Health and Safety Representative or staff member.
- 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.

8.4.2 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

8.4.3 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 unauthorised persons from entering the area.

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

8.4.5 Should someone get hurt, follow the instructions in the safety rules and guidelines and report the incident immediately.

8.4.6 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 company.

2. FLIGHTS

- 2.1 All flights must be approved by the Financial Manager within the available budget.
- 2.2 Market-related quotes are a prerequisite for approval.
- 2.3 All employees must travel economy class.
- 2.4 As far as possible, all flights will be scheduled in advance to qualify for special rates.
- 2.5 Since the company carries the cost of the airline insurance, the proceeds of the insurance will accrue to the company in the case of a claim being made. Such proceeds will be used to assist the person who incurred losses due to the airline.

3. ACCOMMODATION

- 3.1 Accommodation will be approved by the Financial Manager within the available budget.
- 3.2 Accommodation costs must be maintained within the approved norms of the company.
- 3.3 Regardless of whether the staff member carries the initial costs themselves or whether the company carries it directly, the necessary documentary proof of expenditure must be submitted.
- 3.4 If the staff member pays for the accommodation costs with the company credit card, all relevant documentation must be kept and submitted for processing.
- 3.5 Any expenses incurred on behalf of the company can only be claimed back if the necessary approval⁵² has been obtained from the Financial Manager and supporting documentation (quotations/invoices) have been submitted.
- 3.6 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.
- 3.7 Employees may prefer to stay over at family and friends during trips made for official work purposes. This is a personal choice and no allowance is payable in such cases.

⁵² 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. 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 reimbursement⁵³.

6. BEHAVIOUR

- 6.1 If employees are required to stay overnight due to official duties, they will be regarded as Company 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 Board of Directors.

8. APPROVAL

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

⁵³ Travel and subsistence claim

Vehicles and Travelling cost

1. COMPANY VEHICLES

- 1.1 Company vehicles are only available for official use.
- 1.2 Only authorised persons may drive company vehicles and the logbook must be completed.
- 1.3 Staff members who make use of company vehicles are required to provide a copy of their valid driver's licence to the person responsible for HR administration.
- 1.4 Staff members who utilise company vehicles are responsible for all traffic fines and any other legal actions related to his/her driving offences. If the employee misplaces or forgets about a traffic fine which leads to a summons, disciplinary action will be taken against the respective employee. All traffic fines received during a specific month will be deducted from the employee's salary in the following month. 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.
- 1.5 Any damage and/or defects to company vehicles must be reported to the responsible Director within twenty-four (24) hours of the damage/incident occurring.
- 1.6 If a company vehicle is damaged or involved in an accident due to the negligence of the staff member, the employee may be held liable for any excess amounts in respect of insurance.

2. USE OF PRIVATE VEHICLES FOR OFFICIAL USE

- 2.1 The company budgets annually for travel expenses. Employees are reimbursed based on fuel consumption for specific travel according to budgeted tariffs.
- 2.2 Only approved official trips (work-related duties) are allowed.
- 2.3 Claims are submitted on a monthly basis on an agreed date.
- 2.4 Full trip details must be recorded on the applicable travel cost form. The complete form and fuel slips must be submitted to the person responsible for the processing thereof.
- 2.5 Staff members will be reimbursed for travel expenses incurred during official travelling according to the rate mentioned at 2.1.

Access Control

1. ACCESS TO PREMISES

- 1.1 Edulution does not make use of an official office building as all employees (coaches, management and administrative staff) work remotely.
- 1.2 Coaches are required to follow all school rules with regard to access control to the school premises.

2. PHYSICAL SEARCHES AT SCHOOLS

- 2.1 The employer reserves the right to authorise a member of the school management team to search employees and to check the individuals' bags. The employer also reserves the right to authorise a member of the school management team to search any vehicles entering and leaving the premises at any time and without notice.
- 2.2 Searches will either take place at the main entrance or at a suitable location on the school's premises.
- 2.3 Searches will be done by persons appointed by Programme Managers / member of the school management team.
- 2.4 Female employees and/or visitors will be searched by female personnel and male employees and/or visitors will be searched by male personnel appointed by Management.
- 2.5 Should unauthorised property be found on the employee, for example drugs, alcohol or company/school property, the property will either be confiscated, or the employee will have to leave the premises or access to the premises may be refused.
- 2.6 Records will be kept of all searches and inspections done.
- 2.7 Disciplinary action may be taken against employees who are found to be in possession of any unauthorised property on the school's premises.
- 2.8 Should Edulution acquire an official premise in the future, the following provisions will be applicable to all employees and visitors.
- 2.9 Edulution does not accept any liability for the loss of any personal item on its premises.

3. VISITORS

- 3.1 All visitors to the centres (including HUB, QA, Lead coaches) must report to reception and, ideally, should be met and brought back to reception by the staff member concerned.
- 3.2 Visitors have to provide proof of identity and wear a name badge at all times.
- 3.3 Visitors may not wander around in the building unaccompanied.
- 3.4 Private visitor must be kept to a minimum.

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 of employees shall be as follows:
 - 3.3.1 One (1) weeks' notice if the employee has been employed for six (6) months or less;
 - 3.3.2 Two (2) weeks' notice if the employee has been employed for more than six (6) months; and
 - 3.3.3 Four (4) weeks' notice if the employee has been employed for more than a year.

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 personal 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 Edulution 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 the company'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 investigated thoroughly, after which all remedial measures available within the law will be applied. It may also include the application of the company'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 Edulution. If any employee becomes aware of, or has a suspicion of bribery or corruption, such employee has the duty to report it immediately.

Computer and Information Technology Resources

1. ACCEPTABLE USE

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

2. GENERAL CONDUCT

Employees are prohibited from using Eduktion's 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 a Programme Manager's approval is obtained beforehand.

3. PROHIBITED ACTIONS: ELECTRONIC MAILS

The following serves as a guideline towards what Eduktion 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 Programme 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-mails, 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 company or a host school’s 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 Edulution’s networks, including computer resources such as desk top workstations, tablets, hard drives, monitors, printers, network facilities and other equipment, may be monitored by Edulution at any time without notice to the employee. It is Edulution’s intention to conduct such investigation in the presence of the staff member. Management reserves this right to protect the security of Edulution’s computer systems. Employees should therefore be aware that any personal use of Edulution’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 Programme Manager.

6. CONFIDENTIALITY OF INFORMATION

- 6.1 Users may not send, publish or make available any confidential Edulution information (internal memorandums, policy documents, etc.) on either Edulution's computer or external data storage device linked to Edulution, unless the owner of the information has agreed to the publication thereof.
- 6.2 All personal computers and tablets containing confidential information or workstations connected to Edulution'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 Edulution's 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 Edulution's network, stop using the computer immediately 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. Edulution will not be held liable for any damage due to negligence or lost information (personal data).

10. SECURITY OF EQUIPMENT

- 10.1 Equipment such as computers (excluding the tablets which coaches use), printers and other non-portable information systems equipment belonging to Edulution, may not be removed from the company premises, unless prior written authorisation has been obtained from the one of the Programme Managers.
- 10.2 Equipment removed from Edulution's premises must never be left unattended in public areas.

11. SOFTWARE LICENSING AND USE

- 11.1 It is Edulution'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 Edulution's information systems.
- 11.3 All copies of software on Edulution's 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 Edulution have been terminated have no right to access e-mail messages and other company 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 Edulution. Any transgression of this policy is subject to the disciplinary procedure and code of Edulution and may in serious cases result in dismissal.
- 14.2 It is the duty and responsibility of the Programme managers 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 Edulution 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 Edulution and/or its clients and the use of social media platforms Edulution's corporate setup.
- 16.3 Employees are not permitted to use any social media platforms for personal reasons during working hours. However, employees are permitted to attend to urgent family-related WhatsApp messages.
- 16.4 Edulution's employees using any social media platform for purposes related to their employment at Edulution, or which may in any manner link such use with Edulution, shall:
 - If they have the authority to make statements on behalf of Edulution, clearly indicate such authority;
 - If they do not have authority to make statements on behalf of Edulution, clearly indicate that the statement is their own opinion and does not represent Edulution or any other person employed by Edulution;
 - Adhere to relevant policies, procedures and standards published by Edulution governing the publication of Edulution information, its information security and communications by Edulution 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;
 - Strictly observe the obligation of client confidentiality owed by Edulution and its employees to its host schools and their students;

- Not post/publish/convey:
 - Information which may be detrimental to Edulution;
 - Information about host schools, their employees and students;
 - Information of any nature relating to matters handled by Edulution;
 - Information or comments pertaining to other legal professionals including, but not limited to, colleagues employed by Edulution, judges, magistrates and counsel;
 - 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;
 - Information detrimental to Edulution and/or its clients and/or any of its employees.

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, Edulution or its host schools;
- 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 Edulution and persons employed by Edulution, persons having access to and using Edulution information in postings on social media platforms and persons using social media platforms accessed through Edulution 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 at Edulution.

17. TABLETS

- 17.1 Edulution provides each coach with their own tablet upon successful completion of the training programme. Coaches are required to sign an agreement accepting the terms and conditions around the use and safekeeping of the tablets.
- 17.2 Tablets assigned to coaches have been pre-loaded with educational programmes intended for learning purposes only. Learner results on the tablets will be tracked and strictly monitored by Edulution.
- 17.3 Coaches should take the necessary measures to ensure that their tablets are secure and safeguarded. Edulution will not be held liable for tablets that have been lost, stolen or damaged due to the negligence of the coach.
- 17.4 Should a coach lose or damage a tablet, 50% of cost to replace the tablet will be recovered from the coach's salary. If the cost of the tablet amounts to more than 25% of the employee's salary, the amount incurred for replacing the tablet will be deducted from the coach's salary over a few months. Deductions for lost or damaged tablets will only be made if the coach has authorised said deductions in writing.

- 17.5 Coaches are required to complete an incident form describing the type of damage to the tablet.
- 17.6 When a coach leaves the employment of Edulution within a year of receiving their first or any other subsequent tablets, they are required to return the tablet to the Programme Manager. If the coach does not return the tablet upon termination of employment, for any given reason, 50% of the cost to replace the tablet will be deducted from the coach's final salary payment.
- 17.7 Coaches are responsible for the equipment that has been assigned to them for class use. The coach will be held responsible for any damage, theft or loss of the tablets and headsets used by the students.
- 17.8 In the case of theft, damage or loss of tablets and headsets, 50% of the cost to replace the tablets and headsets will be deducted from the coach's salary. If there are more than one coach involved, the cost of replacing the items will be split between the coaches.
- 17.9 After each session, coaches are required to conduct a physical stock count checklist of all equipment (laptop, tablets, headsets, router, wristbands and certificates). Completed checklists should be sent to the Programme Manager on a monthly basis.

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 Edulution.

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 company 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. Employees are expected to disclose 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 Programme 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.

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) School student's personal Information;
 - (d) Any financial details of the company;
 - (e) Details of remuneration paid to staff members; and
 - (f) Any other matters relating to the company, its host schools, the schools' employees and students.
- 1.2 An employee may not disclose or reveal or apply any confidential information which he/she has access to as a result of his/her work during or after his/her service period with the employer to any person/persons, including any legal person/persons in his/her 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/her work, whether in his/her own interest or in the interest of any other person/persons, before proper written approval has been obtained from the Programme Manager.
- 1.4 Should an employee be in breach of this confidentiality clause; it will result in summary termination of the employee's services.

2. CONFLICT OF INTEREST

- 2.1 Coaches may not do any private work or business that could lead to conflict of interest with the employer.
- 2.2 Any employee may not reveal any private business interest and coaches 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 Edulution whilst employed by the company, unless prior written authorisation has been granted by one of the Programme Managers.

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 company 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 Edulution, 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 coaches 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 company to its schools;
- 3.2.3 Provide any motive to any person who is or was previously employed by the employer to do or enable him/her 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 company 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 company 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 company'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 company respects all employees' rights to freedom of association as protected by the Constitution of South Africa and applicable legislation.
- 1.2 The company 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 the company, will be elected by the company's 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 a Programme 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 the Director'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 company's employees with regard to matters relating to and which are provided in the company'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 company's constitution, Personnel policy and any applicable legislation (excluding remuneration-related negotiations).

Trade Unions

1. The Directors (or someone nominated by the Directors) are the only ones 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.

Unfair Discrimination and Harassment

1. PURPOSE

- 1.1 The objective of this policy is to:
- 1.1.1 state Edulution's 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 the Programme Managers with guidelines to deal with such situations effectively; and
 - 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 mentioned 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 the Programme Managers and employees is established and maintained;
 - 1.3.3 to enable the Programme Managers 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 discrimination⁵⁴ and harassment⁵⁵ will be permitted/condoned.
- 2.2 According to the Labour Relations Act,⁵⁶ the employer has the right to discipline employees for misconduct, which includes unfair discrimination and harassment.
- 2.3 The Code of Good Practice⁵⁷ 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.

⁵⁴ EEA Section 6

⁵⁵ EEA Section 6, subsection 3

⁵⁶ LRA. Schedule 8, COGP: Dismissal

⁵⁷ EEA, COGP: Sexual Harassment Cases

- 2.4 Edulution strives towards constructive relationships between the employer and his/her 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 unfair discrimination against or harassment of an employee, school child, school employee or service provider.
- 2.6 Edulution 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 EEA⁵⁸, 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 discrimination⁵⁹:

- (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 are 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.

⁵⁸ EEA, Section 6, subsection 1

⁵⁹ 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/learner 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/learners display or circulate sexually graphic or nude images and/or videos to other employees/learners who do not want nor request such graphics; and
- where an employee/learner makes repeated sexual advances or vulgar comments towards or directed at other employees/learners 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 ages and marital status of those involved; and

- 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 behaviour or provocative suggestions;
- comments with sexual hints and jokes of such a nature;
- threats regarding work performance/promotion;
- insults and offensive behaviour with a sexual tone;
- a colleague/coach insists to kiss/hug an employee/learner 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/coach often sends unsolicited flowers or gifts, despite the fact that it is clearly unsolicited;
- a colleague/coach (man or woman) always comes as close as possible (uncomfortably close) to his/her colleague's/learner'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 include cursing, scolding, humiliation, cross-examining the victim, insults, blaming, challenge, accusations, harassment, bullying, scorning, 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 Programme Manager with whom a complaint is to be filed, is the alleged offender, the complaint must be reported to another Programme 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 Programme 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 Programme 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 discuss this with a Programme 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.
- Programme 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 or the relevant Programme Managers.

6. PROPOSED ACTION BY THE PROGRAMME MANAGERS

- 6.1 All complaints, including informal allegations, must be investigated fully and 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 Programme 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 Programme Manager must have regular follow-up discussions with the complainant to ensure that the harassment has been discontinued.

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

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

Programme 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 for 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 Programme Manager of the department concerned if an employee complained towards another Programme Manager in another department;
- 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; and
- 7.12 should, at all times, adhere to the provisions of Section 28 of the Bill of Rights⁶⁰ and The Children's Act (No. 38 of 2005).

⁶⁰ Constitution of the Republic of South Africa (Chapter 2: Bill of Rights)

Employment Equity

1. UNDERLYING PHILOSOPHY

Eduktion, as a designated employer, views Employment Equity as a strategic priority. The company strives to be sensitive in the manner that it manages people and the environment in which it conducts its services. Employment Equity is incorporated in the strategy and in the management of Eduktion.

The company believes that current and future challenges can only be met with competent and motivated personnel. Within the framework of Employment Equity, the company strives to respect the dignity of their employees, to maintain fair labour practices, to communicate openly and truthfully, to respect employees' right to free association and to secure a safe working environment.

In order to ensure equal opportunities for all employees, Eduktion 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 Programme 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 Workplace⁶¹

2.1.1 The company 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, beliefs or any other arbitrary grounds⁶².

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 Equal Opportunities

2.2.1 Removing the unfair discrimination practices 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 Eduktion's operational requirements.

⁶¹ EEA Chapter II

⁶² EEA Section 6

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

2.3 Utilisation and Welcoming of Diversity

- 2.3.1 Edulution 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.
- 2.3.2 The objective is to incorporate diversity in the workplace with the manner in which the company does business, to the advantage of Edulution.

3. EXPECTATIONS

- 3.1 Edulution 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 Edulution in such a way that business philosophies and goals are pursued and achieved, without deviating from the principles of this policy. Edulution shall hence forth require that appointments be done in accordance with the company's operational requirements and that performance standards, in accordance with job requirements, are met.

HIV/AIDS

1. SCOPE⁶³

This policy applies to all employees who are work for the Edulution.

2. OBJECTIVES OF THE POLICY

2.1 The objective of this policy is to ensure that all employees of the company are kept informed about HIV/AIDS as well as to detail the steps that will be taken to protect both the company 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; and
- Implementing HIV/AIDS awareness programmes aimed at providing support and education.

3. RESPONSIBILITY

Implementation of this policy is the responsibility of all Programme Managers, 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 healthy 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.

⁶³ LRA, COGP: HIV and AIDS and the Word of Work

4.3 Transmission and factors fuelling the epidemic

In order for a person to be infected, the virus must gain entrance into a person's blood stream. There are limited modes of transmission and they are, in order of prevalence:

- 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; and
- 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 used properly, result in significantly prolonged survival of people living with HIV.

5. PRINCIPLES DEALING WITH HIV/AIDS

The following principals should be followed:

5.1 AIDS awareness

Programme Managers will be expected to establish 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 as new medical developments arise.

5.2 Employment & Pre-employment testing

HIV testing is not a prerequisite for employment. The company 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. ⁶⁴Upon 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 1990.⁶⁵

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 company with the employee's consent in writing.

⁶⁴ Employment Equity Act 55 of 1998: Chapter 2, Section 7 (2) to be read with Chapter 5, Section 50 (4)

⁶⁵ 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 any of the Programme Managers 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.

Eduktion 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 render employees involved subject to disciplinary action in accordance with the company'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 company will adopt a consultative and transparent approach to the management of HIV/AIDS. This policy will be reviewed should the company'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 Programme Manager.

5.11 Access to training, promotion and benefits

With this policy, Eduktion 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

Edulution will facilitate continuous HIV/AIDS education and awareness ensuring:

- The systematic and ongoing provision of credible information about HIV/AIDS using all company media and communication methods.
- Providing all Partners 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 company 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 company without the permission of the Project Manager.

2. PROHIBITION OF CHILD LABOUR⁶⁶

- 2.1 The employer may not employ children under the age of 18 years.

3. PROHIBITION OF FORCED LABOUR⁶⁷

- 3.1 The employer may not use or support forced labour. He/she 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 ENVIRONMENT⁶⁸

- 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.
- 4.2 The employer must appoint a Programme Manager 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

⁶⁶ Also see Chapter 4: Paragraph 9

⁶⁷ Also see Chapter 4: Paragraph 10

⁶⁸ Also see Chapter 17

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:

- pesticides and chemicals are stored safely, used and disposed of;
- employees are provided with the necessary safety equipment and clothing, and that measures are taken to prevent persons from being injured by tools and heavy machinery;
- employees receive adequate health and safety training in the handling of chemical and other hazardous substances, as well as in the handling of heavy machinery;
- 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 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 creates a culture of alcohol dependence. In cases where 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 COMMITMENT⁶⁹

5.1 Without any exception, employees must have the right to establish or join trade unions or organisations of their choice and to negotiate jointly.

5.2 The employer must ensure that salary- and wage increases, as well as employment benefits for employees 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.

⁶⁹ Also see Chapter 29

- 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.

6. ZERO TOLERANCE FOR UNFAIR DISCRIMINATION⁷⁰

- 6.1 No staff 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/UNREASONABLE⁷¹

- 8.1 The employer must ensure that he/she complies with national law with regard to working hours for all staff (hub employees, Programme Managers and coaches) 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 at double the employee's hourly wage or salary;
 - 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;
 - 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;

⁷⁰ Also see Chapter 30

⁷¹ Also see Chapter 5

- employees are entitled to maternity leave or family responsibility leave under the Basic Conditions of Employment Act.
- 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 WAGE⁷²

- 9.1 The employer must ensure that employees earn a living wage, sufficient to ensure employees and their households have an adequate livelihood. It should be enough to meet basic needs such as nutrition, clothing, housing and education and to leave money for expenses at its own discretion.
- 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 Employees must be provided with written, understandable payment statements on which gross income, all deductions and net income are clearly indicated.
- 9.4 Provision must be made for the payment of UIF and other legal deductions.
- 9.5 Deductions may not be made for protective clothing or other items essential for the performance of employees' duties.
- 9.6 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.
- 9.7 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.
- 10.2 Obligations of employees under labour or welfare legislation and regulations arising from the ordinary employment relationship, may not be circumvented by using subcontractors or apprenticeships where there is no real effort to acquire skills or provide regular work. Furthermore, obligations should not be avoided by the excessive use of fixed-term employment contracts.
- 10.3 If the employer uses labour contractors, they must take measures to establish that the same working conditions are provided by the contractor to employees, as to other employees. The employer must ensure that the contractor complies with the requirements regarding employees on those premises as set out in this policy.

⁷² Also see Chapter 7

General Conduct

1. DRESS CODE

Coaches are expected to be dressed in a proper and practical manner during working hours as can reasonably be expected of professional staff, unless working conditions dictate otherwise. Coaches should, at all times, adhere to the dress code and guidelines as to what is deemed as professional attire from their host school.

Personal grooming is to be done daily and should conform to the required standards of professional attire in a school environment.

2. PERSONAL DELIVERIES (PARCELS, MAIL, ETC.)

Currently, Edulution does not make use of an official office building as the coaches work in designated schools and the hub functions remotely. Should Edulution acquire designated office space in the future, all personnel should bear in mind that the company's premises are intended for work-related deliveries and not personal deliveries.

3. PRIVATE WORK

Coaches may not perform any private work for compensation during and/or after hours unless written approval has been granted by the Board of Directors. Disciplinary action can be taken against any employee who performs private work without prior permission. Should personnel be granted permission to perform private work, the nature of the work must be declared to the Board of Directors and should not pose a conflict of interest to the employee's current position or Edulution.

4. COLLECTIONS AND LITERATURE

Personnel may not, without prior written permission of the Programme Manager, 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 Personnel may not carry any firearms or any other dangerous objects or bring these onto the premises.
- 5.2 Should any personnel have any firearms or dangerous objects in his/her possession, these must be declared and an arrangement must be made with the Programme Manager for these objects to be stored in a safe place.

6. MEDIA CONTACT AND PROVISION OF INFORMATION

- 6.1 Only the Board members and authorised personnel members may make press releases and provide information with regard to the company to external persons.

- 6.2 Any media enquiries must be referred to a Director or to a person nominated by the Director.
- 6.3 All company 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 company buildings (including buildings in host schools) 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 personnel perform duties of their employment. It includes any corridor, lobby, stairwell, elevator, cafeteria, washroom, buildings of host schools and any other common area frequented by personnel 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 company 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;
 - in the presence of school students; and
 - in areas as determined by the Health and Safety Legislation.
- 7.6 Personnel should inform visitors of Edulution's smoking policy.
- 7.7 Smokers may only smoke in designated smoking areas outside of the company's and schools' buildings (demarcated with signboards).
- 7.8 Coaches must abide by the provisions of the smoking policies at their host schools.
- 7.9 Smokers are requested to use official hours productively. Lunch and/or tea times should be reserved for smoke breaks.
- 7.10 If personnel do not comply with the smoking policy, disciplinary steps will be taken against them.
- 7.11 Gold coaches are responsible for the implementation of this policy in the areas under their control. Gold coaches 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 Gold coaches should consult with the occupational hygiene, safety and fire departments regarding the designation of smoking areas.
- 7.13 Personnel 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 HR Manager/ person responsible for HRM is responsible to advise prospective coaches of this policy intent, and to ensure clear understanding of this policy during the induction of new personnel.

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.
- 8.3 The receiving and making of private phone calls during working hours must be restricted to the minimum.
- 8.4 The company reserves the right to recover the costs associated with the private use of the abovementioned facilities by employees.

9. PROPERTY OF THE EMPLOYER/EMPLOYEE

9.1 Unauthorised Possession and Use

- 9.1.1 Theft and unauthorised possession or use of the company'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 Programme Manager.
- 9.1.3 The company does not accept responsibility for any personal losses.

9.2 Property of the Employer

- 9.2.1 No employees may abuse and/or damage the property of the company. 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 property of the company 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 Programme Manager.
- 9.3.2 The company accepts no liability for any damage to or loss of any personal effects brought onto the premises of the company.

10. FAREWELL/RETIREMENT GIFTS

- 10.1 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.
- 10.2 No formal farewell events are held. Farewell can be held during informal events (for example, tea time).

11. MARKETING, ENTERTAINMENT AND GIFTS TO CLIENTS

- 11.1 No provision is made in Edulution's budget for marketing, entertainment and corporate gifts.
- 11.2 Edulution is strongly opposed to the bribing of any persons or institutions. All personnel 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.
- 11.3 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 company.
- 11.4 Excessive gifts, gratuities or 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.
- 11.5 Where travel offers of a business nature are accepted, such acceptance will be subject to the prior approval of the Project Manager.
- 11.6 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.
- 11.7 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 Edulution 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.
- 11.8 Employees who attempt to extract favours from suppliers / clients / service providers will be guilty of serious misconduct and will be disciplined accordingly, which may lead to the dismissal.
- 11.9 In all instances, gifts and favours of all types and values, must be declared in the gifts and favours register that is maintained by the secretary. It is the responsibility of each employee to ensure that appropriate approval for gifts and favours is obtained in line with this policy.
- 11.10 No employee shall pay, or cause to pay, or promise to pay, directly or indirectly, on behalf of the company or with company funds, any money or article of value to any person who can directly or indirectly influence any decision concerning any business transaction with the company, or commit such deed in contravention of any law.
- 11.11 Prior approval must be obtained from the relevant Programme Manager in order to attend functions, sport days, etc.
- 11.12 All gifts received from clients, schools or school students must be declared in writing and approved by the Programme Manager. The written approval will be filed in the employee's personal file.

Child Protection and Safeguarding (policy developed by Edulution)

1. INTRODUCTION

Edulution is a child-focused organisation and believes all children have the right to protection from abuse. Our vision for child protection is based on the following guiding principles:

- Zero tolerance for child abuse.
- Protection of children's rights and their best interests.
- Recognition of children as the first priority, when dealing with all identified or suspected cases of child abuse.
- Integration of child protection into all aspects of organisational strategy, structures and work practices.

2. POLICY AIMS

The aim of the Child Protection Policy is to promote good practice by providing children and young people with appropriate safety and protection whilst attending Edulution. Edulution is committed to devising and implementing policies to ensure that every adult involved in the implementation of Edulution activities accepts these responsibilities to safeguard children from abuse and neglect, and to display good practice. Personnel are expected to follow procedures to protect children and report any concerns about their welfare to the relevant people.

This policy is based on the UN Convention on the Rights of the Child (UN CRC) and the InterAction Child Protection standards. The policy seeks to protect children from all potential abuse from Edulution employees, and is applicable across:

- All Edulution programmes;
- All children and youth participating in any Edulution programme, irrespective of age, gender, disability, cultural or religious beliefs.

The aim of the policy is to safeguard children and promote good practice, providing children and young people with appropriate safety and protection whilst participating in Edulution activities, and allowing Edulution personnel and anyone else involved in the organisation and implementation of activities for Edulution to make informed and confident responses to specific child protection issues.

Recognising that each country has its own legal systems, this policy must be interpreted and enforced in accordance with local law. The Edulution policy does not replace local laws, but due to the nature of our work (and close contact with children), it strives to work with recognised social welfare and law enforcement regulatory bodies.

3. DEFINITIONS

"Safeguarding" – refers to protecting the welfare of young people in the care of Edulution.

“Child Protection” – refers to guarding children from direct and/or harmful behaviour.

“Child” – refers to any person under the age of 18 participating in any Edulution programme.

“Neglect” – refers to the abandonment of children or the persistent or severe failure by a caregiver to meet a child’s basic physical and psychological needs or failure to protect a child from danger, which could result in serious impairment to the child’s health and development.

“Edulution representative” – refers to any individual in the services of Edulution

4. ABUSE

Child abuse is any form of physical, emotional, or sexual mistreatment, neglect or poor practice that leads to injury or harm (physical or mental). It commonly occurs within a relationship of trust or responsibility and is an abuse of power or a breach of trust. Abuse can happen to a child regardless of their age, gender, cultural or socioeconomic background or ability. It is important to remember that child abuse can occur anywhere, even in a public setting.

Poor practice is also a form of abuse that can be displayed by an adult’s or a peer’s behaviour. They may display inappropriate behaviour and may be causing concern to a young person within an Edulution class setting. Poor practice includes any behaviour that breaks the current Codes of Conduct. This type of behaviour is unacceptable and will be treated seriously with appropriate actions taken.

In many cases, a child or young person may not be aware that poor practice is in fact abusive and they may tolerate this poor behaviour without complaint, and as a result of this repeated behaviour, they may learn to behave in an abusive manner themselves. It is therefore imperative that this behaviour is reported and acted upon as soon as possible.

Types of abuse

According to the World Health Organization, child abuse “includes all forms of physical and emotional ill-treatment, sexual abuse, neglect, and exploitation that results in actual or potential harm to the child’s health, development or dignity.”

Issues or concerns with child abuse will fall into the following five categories:

- **Physical Abuse:** A child is physically hurt or injured by an adult or an adult gives alcohol, tobacco or drugs to a child or young person.
- **Neglect:** A child’s basic physical needs are consistently not met, or they are regularly left alone or unsupervised. Neglect can also be defined as increased risk of injuries or harm because of lack of care.
- **Sexual Abuse:** Sexual abuse refers to the actual or likely sexual exploitation of a child or adolescent. It involves forcing or enticing a child to participate in or observe sexual activities they may or may not understand. It includes any action with sexual intent towards children, including, but not limited to, having sexual relations (consensual or not) with the child, rape, incest and all forms of sexual activity involving children, such as pornography and prostitution.
- **Emotional abuse:** is the actual or likely persistent or severe emotional ill treatment or rejection of a child, which is likely to have an adverse effect on the child’s emotional and behavioural development. It includes any actions (gestures, word and behaviours) that deliberately cause children to feel afraid, anxious, in danger, corrupted or exploited.
- **Bullying:** Persistent or repeated hostile and intimidating behaviour towards a child or young person.

Edulution recognises child protection as an essential step in attaining our organisational vision of helping children grow to be self-reliant adults. Children cannot become empowered change agents if they are not safeguarded from abuse. Additionally, children subjected to maltreatment grow up with multiple disadvantages:

lack of learning opportunities, harsh and inconsistent parenting, food insecurity, an increased risk of illness, substance abuse, violent crime and also the risk of becoming abuse perpetrators, themselves

5. TYPES OF CHILD ENDANGERMENT

Category 1: If the alleged perpetrator is an employee, volunteer, sponsor or external visitor.

Category 2: If the alleged perpetrator is a peer, or family/community member.

Category 3: All other incidents (e.g. child safety or endangerment issues that are not considered abuse), including accidents that occur to children and youth at sponsored events or while being transported by staff.

The **Child Protection Officer (CPO)** must notify the School Leadership and any other relevant authority immediately followed by an email within 24 hours of an incident being reported. This should be done even if all information is not yet available. The email should include all of the information that is currently available about the incident even if an Abuse or Endangerment Incident Report (AIR or EIR) is not yet completed.

Alliances with local child protection agencies and networks:

Edulution recognises that child abuse incidents are complex situations requiring careful handling at multiple levels. As we may not have the expertise or resources required to address all the issues, building partnerships with local government and/or non-governmental organisations and networks that could help us to provide the required services to children and their families is imperative, to ensure the effective functioning of this referral system if this is not processed through the School Leadership or Local Education Authority

Maintaining confidentiality:

Edulution is committed to protecting whistle-blowers reporting child abuse incidents. Any recorded information will be kept confidential, and sharing of information, which could identify a child or an alleged perpetrator, will be purely on a “need to know” basis.

6. EMPLOYER’S RESPONSIBILITY

Edulution recognises that safe recruitment practices are an essential part of creating a safe environment for children and young people. Consequently, Edulution will ensure that all personnel have police clearance and have been checked against any other official source of information available around Child Protection.

The company will also ensure that all personnel are screened as suitable prior to placement and therefore do not pose any kind of risk to our learners.

Edulution commits to apply the “buddy system” with mixed gender pairs working in a centre.

7. RAISING AWARENESS ABOUT CHILD PROTECTION

Edulution values and respects children and their rights. Coaches and assistant coaches have an important role in setting a good example of the way in which people should behave towards children and young people in leadership roles. All Edulution representative should ensure that they always display positive behaviour in all of their daily activities.

While working with children and their communities, Edulution in conjunction with and the approval of School Leadership bodies will:

- Provide an enabling environment for children’s personal, physical, social, emotional, moral and intellectual development.

- Be inclusive and involve all children without selection or exclusion on the basis of gender, disability, race, ethnicity or religion.
- Treat children with respect and dignity, and respect their right to privacy, their right to have an opinion and their right to be heard.
- Not practice corporal punishment (spanking or hitting children) as a disciplinary measure.
- Be aware of high-risk peer situations (example, unsupervised mixing of older and younger children), and minimise these risks.
- Follow the 'two-adult' rule, wherein two or more adults supervise all activities where children are involved, at all times.
- Recognise that adults are responsible even if a child behaves in an inappropriate or provoking way.
- Foster a culture of openness within the office and communities to enable any issues or concerns to be raised and discussed.
- Develop clear rules to address physical safety issues relative to the local physical environment of a project (e.g. for projects based near water, heavy road traffic, railway lines and construction sites)

8. DUTY TO REPORT

All Edulution representatives have a duty to report any allegation or suspicion of inappropriate contact with children to the Programme Manager. All personnel have a responsibility to follow the guidance laid out in this policy and related policies, and to report any welfare concerns using the required procedures. All personnel are required to promote good practice by being an excellent role model, contribute to discussions about safeguarding and to positively involve people in developing safe practices.

9. PROCEDURE FOR HANDLING REPORTED INCIDENTS

If a child or young person discloses important information regarding any form of abuse, the representative should:

- React calmly so as not to frighten the child or young person;
- Ensure the immediate safety of the child or young person;
- Tell the child or young person that he or she is not to blame and that he or she was right to share this information;
- In the event of suspicion of sexual abuse, do not let the child bathe or shower until given permission to do so. Washing can destroy valuable evidence;
- Contact the relevant person/authority/institution when required;
- If the child requires medical treatment, advise the School Leadership and support them in any way to implement the school protocol if requested to do so (i.e. take a child to the hospital or doctors and make the doctor aware that it is a child abuse matter);
- Report breach of the Edulution Child Protection and Safeguarding Policy to the Programme Manager as stated above.

10. PROCESS FOR DEALING WITH REPORTED INCIDENTS

The guiding principle in responding to any concerns around child protection is that the best interests of the child *always* come first. Edulution representatives should believe the child until proved otherwise, while at the same time treating both the child and the alleged perpetrator with respect and dignity while an investigation takes place.

All incidents must be dealt with as soon as they are reported. When an incident is reported, the Child Protection Officer or Head Teacher at the host school, who will follow the steps outlined in the protocol and will arrange to provide whatever assistance the child needs, either through in-house services or in collaboration with partner institutions specialised in dealing with child abuse. Edulution staff may come across cases where abuse is suspected, but not confirmed. They should also bring these to the attention of the CPO, who will determine what, if any, action must be taken. All incidents must be reported in the steps outlined below according to the following categories.

11. CODE OF CONDUCT FOR EDULUTION REPRESENTATIVES

Edulution staff members, regional coordinators, cluster leaders, coaches, assistant coaches, and volunteers will:

- Comply with all relevant legislation, including labour laws in relation to child protection.
- Treat all participants in the Edulution centres and activities with dignity, respect, sensitivity and care.
- Treat all children equally.
- Always work in an open environment (e.g. avoiding private or unobserved situations and encouraging open communication with no secrets).
- Make the experience of participating fun and enjoyable by promoting positive interactions, confronting and dealing with bullying.
- Never engage in or encourage abusive or offensive behaviour.
- Maintain a safe and appropriate distance with the child (e.g. it is not appropriate for coaches to have an intimate relationship with a child). Avoid unnecessary physical contact with children. Where any form of manual/physical support is required it should be provided openly and with the consent of the child.
- Be an excellent role model, including not smoking or drinking alcohol at Edulution centres or in the company of Edulution learners.
- Always give enthusiastic and constructive feedback rather than negative criticism.
- Always put the welfare of the child first. Recognise the developmental needs and capacity of the child and do not risk welfare in a desire for centre or personal achievements. This includes avoiding excessive hours of work or allowing the child to continue when not feeling well and pushing the learners against their will.
- Always ensure that the child's safety is put first. Children and youth should never be requested to work in an unsafe environment, nor to compromise their safety when moving between their home/school or other.
- Ensure learners know their right to be treated fairly, equally and with respect and that they know where and how to report abuse or suspected abuse.
- Immediately report concerns or allegations of child abuse.

Edulution staff members, regional coordinators, cluster leaders, coaches, assistant coaches are strictly prohibited from any and all of the following actions and behaviour:

- Applying any type of corporal punishment (i.e. hit or physical abuse a child);
- Acting in ways that may be abusive or place a child at risk of abuse;
- Condoning or participating in behaviour of children which is illegal, unsafe or abusive;
- Using language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate;

- Discriminating against children for any reason;
- Ignoring acts of discrimination, bullying, harassment, misconduct or abuse towards or among children;
- Knowingly expose children to the risk of injuries;
- Engaging children in any form of sexual activity or acts;
- Developing physical, intimate or sexual relationships with children or relationships with children that can in any way be deemed exploitative or abusive;
- Physically behaving in a manner that is inappropriate or sexually provocative towards a child;
- Inviting unaccompanied children into the home, unless they are at immediate risk of injury or in physical danger;
- Accompanying children of the opposite sex in the change rooms or rest rooms;
- Doing things of a personal nature that a child can do for him/herself, such as assisting with the use of toilet facilities or changing clothes;
- Acting in a way that favours particular children to the exclusion of others;
- Photographing or videoing a child without the consent of the child and his/her parents or guardians (does not refer to ordinary centre photos and photographing/filming of a centre in session);
- Holding, kissing, cuddling or touching a child in an inappropriate, unnecessary way;
- Developing personal relationships with a learner;
- Using offensive and abusive language;
- Using punishment or chastisement;
- Passing on personal contact details to learner;
- Taking students to a home;
- Selling to or buying items from a learner;
- Accepting responsibility for any valuables on behalf of a student;
- Accepting money as a gift/ borrowing money from or lending money to a learner.

12. CONSEQUENCES FOR BREACH OF POLICY

Edulution, represented by the Programme Manager, reserves the right to take disciplinary action (in accordance with the Disciplinary Code in Chapter 14 of this policy) against any staff member, regional coordinator, cluster leader, coach, assistant coach, or volunteer who does not follow the Edulution Child Protection and Safeguarding Policy, after careful consideration of the nature and seriousness of the violation of the Policy.

Any disciplinary action taken will be conducted in terms of the Disciplinary Policy. The following actions may be considered as a means for dealing with said breaches of policy:

- Reprimand the employee and request that such behaviour be stopped immediately.
- Suspension from position as staff, coach or other for a shorter or longer period determined by the Programme Manager.
- Dismissal from the position.
- Offender may be reported to police or other relevant authorities.
- Offender may be asked to offer an official apology to the offended and/or to Edulution/the school and the parents.

The Programme Manager may investigate any reported breach or suspected breach of this Policy and may call the parties involved for a disciplinary hearing in order to establish the appropriate disciplinary actions to be taken.

The Programme Manager should always learn from reported violations of this Policy and whenever possible ensure that the necessary precautions are taken to prevent the same or similar violations from happening again.

13. REPORTING PROCEDURE FOR NON-ADHERENCE TO SAFEGUARDING POLICY

To coordinate the child protection efforts, Edulution will designate an *existing* staff member, to serve as the Child Protection Officer (CPO). This person will be responsible for all issues and actions related to child protection, including the definition of the protocol, follow-ups on identified cases with Head Teachers or legal entities involved in Child Protection, coordination of trainings and most importantly, establishing networks with partner organisations on this issue. The purpose of having one staff person in-charge is to facilitate a coordinated response to abuse incidents. However, the CPO is not expected to handle all the tasks alone. Child protection is an issue that cuts across all programmes and work areas, and so the CPO will be assisted in this task by the host school leadership and other appropriate HUB members, as necessary.

The responsibility for reporting abuse, poor practice, breach or suspected breach of the Child Protection and Safeguarding Policy lies with every person to whom this Policy applies (Edulution staff members, regional coordinators, cluster leaders, coaches, assistant coaches, or volunteers).

- Consider the degree and urgency of the breach or suspected breach of the Policy and act accordingly.
- In the case of emergencies or gross violation of the Policy and/or where the child or young person is at risk of repeated offense, relevant authorities should be contacted as a matter of urgency.
- Every breach and suspected breach of this policy should be reported to the Programme Manager in the form of a meeting, verbal notification, e-mail or letter. The Programme Manager may ask for a matter to be reported in writing. The Programme Manager will only disclose the identity of the reporter to the relevant authorities as a witness (police, social worker, Edulution Director or other) if deemed as necessary.
- No breach or suspected breach of this Policy is too small to be reported. Anyone reporting a breach or suspected breach to the Programme Manager, child or adult, shall be taken seriously no matter the offense.

