



# PERX CONSULTING (PTY) LTD EMPLOYEE'S HANDBOOK

## EMPLOYEE HANDBOOK & CODE OF BUSINESS CONDUCT

Head Office: 1 Tamchele Avenue, Beverly, Johannesburg, South Africa , 2191

T 011 465 5086/7 F 086 218 8736  
W [www.perx.co.za](http://www.perx.co.za)

Status:	In circulation
Custodian:	Human Resources Department
Employee Relations/Human Resources Manager:	Nikita Moore at <a href="mailto:nikitam@perx.co.za">nikitam@perx.co.za</a>
Human Resource Director:	Martin Hennig at <a href="mailto:HRDIR@perx.co.za">HRDIR@perx.co.za</a>
Managing Director:	Neville Thomson at <a href="mailto:Neville@perx.co.za">Neville@perx.co.za</a>
Approved:	01 March 2020

## THE TABLE OF CONTENTS

### ***PREAMBLE***

- Overview
- Purpose and Use of This Handbook
- Scope of Handbook
- Definitions

### **1. COMMUNICATIONS POLICY**

- 1.1 Electronic Communications Policy

### **2. DISCIPLINARY PROCESS**

### **3. DISCIPLINARY CODE**

### **4. GRIEVANCE PROCEDURE**

### **5. CUSTOMER COMPLAINTS PROCEDURE**

### **6. BEHAVIOUR**

- 6.1 Restraint
- 6.2 Exclusive Service
- 6.3 Confidentiality

### **7. EMPLOYMENT EQUITY**

### **8. ADMIN & PAYROLL**

- Pay date
- ESS System
- Contact details

### **9. LEAVE POLICY**

### **10. SHIFT WORKERS**

### **11. DRESS CODE**

COMPANY OVERVIEW



# MISSION

As leaders in **innovation**, through  
the unique use of **technology**,  
we **empower** all stakeholders.



# VISION

To be uniquely **unique**.



# VALUES

## Innovative

To be unique, we encourage all staff to come with innovative ways to uplift the business to drive structured, sustainable growth in our organization and at the same time deliver exceptional value to our most valued chain – our customers.

## Commitment

We are committed to enriching our clients, while growing and empowering our staff to act as ambassadors of the company. Encourage all staff to be committed to the code of ethics and to take into consideration the impact of their behaviour and decisions on colleagues, customers and the company.

## Integrity

To take pride in our accountability and responsibility towards moral principles. To be open and honest not just to our peers and seniors but those of customers and suppliers alike. To maintain a high level of business ethics that displays his or hers values in relationships with co-workers, customers and stakeholders. To accept constructive criticism as a learning platform to enhance honesty and consistency of character. To act with Honour and truthfulness.

## Culture

The commonly held standards of what is acceptable or unacceptable, right or wrong and free from internal politics. The collective behaviour of all employees – “the way we do things around here” – fulfilling the organisations promise to stakeholders.

## Empowerment

Where management practices the sharing of information, rewards, and power with employees so that they can take initiative and make decisions to solve problems and improve service and performance. To create an environment where it is safe to fail while giving employees skills, resources, authority, opportunity, motivation well holding accountability and responsibility for outcomes of their actions. We provide opportunities for employees to develop their career and encourage them to learn from other experiences.

## Accountability

At the core of accountability is reliability and personal responsibility. We value the ability of our staff and organization to work diligently and honour our commitments. To take full responsibility of our work and promptly correct mistakes to the greatest extent possible.

## Meritocracy

Where progress is based on ability and talent rather than on class, privilege or wealth and a system in which such persons are rewarded. To recognise excellent work an initiative to go above and beyond and reward always. To continually pick out top performers and display recognition.

## Communication

To continually consult and inform all stakeholders to ensure constant interaction and involvement. To be transparent and brutally honest even when discussions can be difficult. To continue increasing the efficiency and impact of both internal and external communication, we can uplift team morale while elevating the organisations standing in the eyes of customers.

## Perseverance

Persistence and tenacity to do something and to keep doing it till the end even if its hard. To abide by something strictly. To bounce back from disappointments to promote well-being.

## **PURPOSE AND USE OF THIS HANDBOOK**

It is the intention that this Handbook shall apply to all permanent employees of Perx which shall serve as a guide on the terms and conditions of service, benefits and other related matters pertaining to the employee's services with the Company.

The Collective Agreement/s applicable to all ex-Telkom employees having terminated at the end of June 2018; and in light of the fact there is no deemed union representivity, has necessitated the formulation of this handbook.

In order to ensure a standard of operating procedures applicable throughout the Company, and to ensure that employees are equally treated wherever they may be stationed, these policies and procedures are intended to be universally applied once all stakeholders have been given an opportunity to contribute. For this purpose, you are required to peruse the content and to within 20 (twenty) working days from date of receipt hereof to consider the content and revert with any additional proposals.

Once enacted, permanent employees of the Company are required to be conversant with this Handbook together with the Terms and Conditions of Service as outlined in their Letter of Appointment.

### **Provided however**

Whenever any Terms or Conditions of this Handbook differs from an employee's letter of appointment, the General Terms and Conditions (GTC) in the Handbook and Specific Terms and Conditions of the beholder in the Letter of Appointment shall prevail.

This Handbook is to be kept in strict confidence and it shall be returned to the HR Department upon leaving the services of the Company if in printed format.

The GTC are not exhaustive and the Company reserves the right to vary or amend the clauses in this Handbook at its sole discretion and all employees would be informed accordingly.

## **SCOPE OF HANDBOOK**

This Handbook includes personnel policies and procedures that are applicable to all employees of the Company.

## **DEFINITIONS**

In these Terms and Conditions of Service, unless otherwise stated, the following definitions and interpretations shall apply:

- All reference to the 'The Company' shall refer to Perx
- All reference to the 'Masculine' gender shall include the feminine gender, unless the context requires otherwise.
- All reference to the 'Singular' shall include the plural and vice versa unless the context requires otherwise.
- All reference to the 'Employee' shall include any person who is employed under a contract of service by the Company.
- All reference to the "Immediate Family" shall include parents, a legal spouse and dependent children of the employee. If an employee has more than one legal wife, only the first wife shall be included.
- All reference to "Dependent" shall include natural children or legally adopted

children or stepchildren living under the legal guardianship of the employee and who are below the age of 18.

- All reference to “Year” shall mean a period, which commences on a certain date and terminates on the date immediately before the equivalent date in the following year.
- All reference to “Calendar Year” shall mean the period from 1st January to 31st December of the same year, both dates inclusive.
- All reference to “Month” shall mean a calendar month.  
When remuneration or payments for a portion of a month is to be taken into account, such remuneration or payments shall be apportioned on the basis of the actual number of days in that month.
- All reference to “Day” shall mean a continuous period of twenty four (24) hours beginning at midnight, or in work where the normal hours of work extend beyond midnight, a continuous period of twenty four (24) hours beginning at any point of time.
- All reference to “HR Department” shall mean the “Human Resource Department”.
- All reference to “Admin Department” shall mean the “Administration Department”
- All reference to “KPI” shall mean “Key Performance Indicators”.



## **CHAPTER 1**

### **1. COMMUNICATIONS POLICY**

#### **1.1 ELECTRONIC COMMUNICATION POLICY**

##### **1.1.1 Introduction & Purpose**

E-mail and internet have become an indispensable business tool within the Company and/or its Client's business. Despite its benefits, unrestrained e-mail, internet and IT usage can be a serious business liability. In order to prevent copyright infringements, trade secret and trade mark violations, defamation of people and businesses and various other fraudulent activities, it is important that employees are aware of the limitations placed on their access to the Company's or its Client/s electronic communication systems. Such limitations are not only there to protect the Company and its clients, but also the Employee.

This serves to outline the policy which is to be applied with the use of e-mail and internet in the Company and/or its Client/s businesses. This policy applies to all employees, contractors, temporary employees and users of the communications systems of the Company.

##### **1.1.2 Company and/or its Client's property**

As a productivity enhancement tool, the Company and/or its Client/s encourage the business use of electronic communications (notably the Internet, voice mail, electronic mail, and fax). Electronic communication systems and all the messages generated on or handled by electronic communication systems, including back-up copies, are considered to be the property of the Company and/or its Client/s.

##### **1.1.3 Authorized usage**

The Company's and/or its Client/s electronic communication systems generally must be used only for business activities. Personal use is strictly prohibited unless same is authorized by Management.

Users are strictly prohibited from using the Company's and/or its Client/s electronic communications systems for charitable endeavors, private business activities, or amusement/entertainment purposes.

Users are strictly prohibited from using the Company's/ and or its Client/s electronic communication systems to gain access to, viewing, transmitting, retrieving or storing any communication that includes language, remarks, pictures or graphics that may be construed as:

- Discriminatory, harassing or defamatory
- Obscene, abusive, profane or offensive
- Derogatory, disparaging, insulting or inflammatory
- Disruptive or harmful to morale or
- Constituting trademark violations

Employees are reminded that the use of Company and/or its Client's property and resources, including electronic communications, should never create either the appearance or the reality of inappropriate use.

#### 1.1.4 Forbidden use of the Systems

In addition to the above, employees are strictly prohibited from using the Company's and/or its Client/s e-mail and internet access for:

- soliciting for commercial ventures, religious, political or personal causes;
- soliciting for Organisations outside of the Company and/or its Clients;
- gossip, including personal information about yourself or others;
- emotive responses to business correspondence or work situations;
- on forwarding messages likely to embarrass the sender or recipient, or of a sexual or political nature;
- private business ventures for personal gain;
- personal purposes in breach of the limitations set out below;
- transmitting company information/ information of a Company Client without prior authorization from management.
- Blanket forwarding of, chain mail or spam to parties inside or outside the Company and/or its Client/s is prohibited.

#### 1.1.5 Copyright and License Agreements

Employees are under obligation to respect all copyrights over materials belonging to entities other than the Company and are prohibited from copying, retrieving, modifying or forwarding such materials in any manner whatsoever without the permission of the copyright holder. Single copies are to be saved and kept for reference purposes only.

Employees are under obligation to respect all license agreements over computer software and are prohibited from downloading and using any software in breach of such a license agreement.

#### 1.1.6 Computer Viruses

Users of the Company's and/or its Client's electronic communications systems are to take all possible precautions to avoid a virus attack including:

the Continuous updating and running of protective anti-virus software provided to you; the rejection of messages from unidentified or suspicious sources, and refraining from downloading software or opening "exe" files from outside sources without permission from a Company and/or a Client of the Company's IT official.

#### 1.1.7 Reporting Obligation

The Company's and/or its Client/s Internet and Email policies forbid the use of its electronic equipment for the browsing of distasteful material, amusement/entertainment and encourages employees to request originators of such offensive electronic mail to stop sending such messages, failing which the matter and any breach of this policy must be reported to management immediately and without fail.

#### 1.1.8 User Accountability

Regardless of the circumstances, passwords may not be shared or revealed to anyone other than the authorized user. Should an employee divulge their password to another party, they expose themselves to taking responsibility for actions the other party takes with the password. If users need to share passwords they should utilize other authorized information sharing mechanism authorized by the Company and/or its Client/s IT Department. To prevent unauthorized parties accessing an employee's systems, the employee should refrain from using passwords that are easy to guess (e.g. birthdates, nicknames etc.).

#### 1.1.9 Privacy rights & Message privacy

Employees may not, unless otherwise specifically provided, intercept or disclose or assist in intercepting or disclosing electronic communication. The Company is committed to respecting the rights of its employees, including their reasonable expectation to privacy. However, in order for the Company to service and protect its own electronic communication networks and those of its Client/s, it will be necessary to occasionally intercept or disclose, or assist in intercepting or disclosing, electronic communications.

Furthermore, the Company cannot guarantee that its electronic communications nor those of its Client/s will be private. Employees should be aware that electronic communications can, depending on the technology, be forwarded, intercepted, printed, and stored by others. Others can access electronic communications in accordance with this policy.

#### 1.1.10 Regular message monitoring

The content of electronic communications may be monitored and the usage of electronic communication systems will be monitored to support operational, maintenance, auditing, security, and investigative activities. Users should structure their electronic communications in recognition of the fact that the Company and/or its Client/s will from time to time examine the content of electronic communications.

#### 1.1.11 Statistical Data

Consistent with generally accepted business practices the Company and/or its Client/s collects statistical data about electronic communications. Using this data, technical support staff monitors the use of electronic communication systems to ensure ongoing availability and reliability of these systems.

#### 1.1.12 Review of Content

It may be necessary for technical support staff to review the content of an individual employee's communication during the course of trouble shooting or problem resolution. It is, however,

prohibited for technical support staff to conduct such reviews out of personal curiosity or at the request of individuals who have not gone through the proper channels of authorization.

#### 1.1.13 Security

The Company and/or its Client/s may routinely monitors its electronic communication systems usage patterns and reviews electronic files and messages to ensure that these systems are being used in compliance with the law and Company Policy. The Company reserves the right to monitor, access and disclose as necessary all communications created, transmitted or stored on their electronic communication systems, which is the property of the Company. Users should not have any expectation of privacy with respect to the materials and information stored on the system.

#### 1.1.14 Disciplinary Action

A breach of this policy and a failure to report such breach by an employee may result in disciplinary action being taken against the employee, which may result in dismissal.

#### 1.1.15 Company E-Mail & Internet User Agreement

All employees who have access to the Company's and/or its Client/s electronic communication systems are required to abide by the following user agreement:

"I have received a copy of the Company's and/or its Client/s electronic communications policy and have read and understand it. I agree to follow and abide by the standards set out in the policy for the duration of my employment with the Company. I am aware and accept that a failure to do so will render me liable to disciplinary action, including possible dismissal. I am also aware and accept that the Company reserves the right to monitor my e-mail and internet usage on the basis that the system and all data contained therein, belongs to it."

## **CHAPTER 2**

### **2. DISCIPLINARY PROCESS**

#### **2.1 PURPOSE:**

- 2.1.1 The concept of progressive or corrective discipline rather than punitive discipline in response to unacceptable employee behaviour is desired.
- 2.1.2 The disciplinary procedure is of a general application and is intended as a guideline to ensure that all employees understand what kind of behaviour is viewed as misconduct, the consequences of such misconduct and the procedure to be followed to address misconduct in the Company.

#### **2.2 DEFINITIONS:**

- 2.2.1. **Promoter** – Promoter refers to the direct supervisor and/or line manager according to reporting lines.
- 2.2.2 **Promotor's promotor** – Promotor's promotor refers to the direct supervisor and/or line manager of the Promotor according to reporting lines.

#### **2.3 OBJECTIVES:**

- 2.3.1 To ensure the existence of sound relationships between Management and its employees.
- 2.3.2 To contribute in the realization of the Company's vision, values and strategic objectives.
- 2.3.3 To enable Management to manage in a way commensurate with their responsibilities and with equity and integrity.
- 2.3.4 To initiate corrective action in instances of unacceptable behaviour which includes, but is not limited to, misconduct.
- 2.3.5 To manage conflict in the place of work and to protect the interests of both the employer and the employee.

#### **2.4 PRINCIPLES:**

- 2.4.1 Disciplinary action must not be used to victimise employees.

- 2.4.2 Where applicable, disciplinary action should be the minimum necessary measure to prevent future occurrences as correction is the aim, and not punishment. However, in instances of serious breaches and/or misconduct summarily dismissal may be appropriate.
- 2.4.3 Disciplinary action must be both in terms of the Company's policies and procedures and applicable legislation.
- 2.4.4 Discipline must be applied in private between the employer and the employee.
- 2.4.5 The Chairperson of the disciplinary hearing must be a member of Management or a nominee duly appointed as such.
- 2.4.6 The Chairperson for the review process envisaged in clauses 2.7.3 to 2.7.8 will be Employee Relations Manager, or his/her designate, excluding the chairperson of the applicable disciplinary enquiry.
- 2.4.7 The Initiator of a disciplinary hearing is normally a delegated and/or an authorised Management representative, who in the normal course would be the Promotor of the alleged transgressor.
- 2.4.8 In instances of discipline against a Union Shop-steward or an employee who is an Office Bearer of a representative Union, disciplinary proceedings shall not be instituted without first informing and consulting with the Union via the Employee Relations Department. Consultation may take place either by way of meeting, telephonically or by way of written communiqué.
- 2.4.9 Disciplinary action should provide for:
  - 2.4.9.1 Clarification of the alleged offence to the employee concerned;
  - 2.4.9.2 An opportunity for the employee to state his/her case, verbally or in writing;
  - 2.4.9.3 The employee attending the disciplinary enquiry is entitled to be represented by a co-worker, or a Union representative to which he/she belongs;
  - 2.4.9.4 No legal representation will be permitted unless agreed to in writing;
  - 2.4.9.5 An observer from the Company and/or the employee may be present at the disciplinary enquiry, by prior arrangement, provided that the employee being disciplined and the Chairperson agree thereto. The Chairperson may, if necessary, consult with Employee Relations in order to appraise himself of the Company policies, procedures and consistency of standards. The role of the observer will be restricted to merely observing the proceedings, with no participation and/or speaking rights.

2.4.10 Forms of disciplinary action:

Any disciplinary issues are to be dealt with in an expedient manner and accordingly, any disciplinary action should be taken as soon as reasonably possible and without unnecessary delay, in other words, action should be taken as close as possible to the date upon which the alleged offence occurred.

Depending on the circumstances and the seriousness of the matter in question, disciplinary action may be invoked progressively or independently and take one of the following forms:

2.4.10.1 Counselling/ Verbal warning;

2.4.10.2 Written warning;

2.4.10.3 Final written warning;

2.4.10.4 Dismissal.

## 2.5 DETAILED EXPLANATION OF EACH DISCIPLINARY STAGE

### 2.5.1 Counselling/ Verbal Warning

2.5.1.1 Under normal circumstances, should an employee breach a rule or regulation, his/her Promotor must identify the practice or behaviour which is incorrect or the rule which is not being complied with.

2.5.1.2 The Promotor must inform and remind the employee of what the correct conduct is and what the required action for correction and prevention of re-occurrence is.

2.5.1.3 The employee must be made aware that further misconduct could lead to more severe action being taken against him/her.

2.5.1.4 Counselling/ verbal warnings need to be recorded and be placed in the employee's personal file and will remain valid for 3 (three) months.

### 2.5.2 Written Warning, including the Final Written Warning

2.5.2.1 All warnings may be issued in appropriate circumstances without any prior notice to an employee.

2.5.2.2 As a guideline for less serious offences a written warning may be given when attempts at correction as detailed in clause 2.5.1 above have failed.

2.5.2.3 Where the breach of behaviour is of such a nature that counselling/ verbal warning would not be adequate a written warning should be issued and depending on the magnitude of such behaviour and/or previous warnings a final written warning may be issued.

2.5.2.4 The above serve as guidelines only and are for the purpose of assisting managers on deciding when it would be appropriate to issue a written or final written warnings, however, these guidelines are not mandatory and the power to issue both written and final written warnings lies with the manager who may issue such warnings for any reason using his or her sole discretion.

2.5.2.5 The warning may be given in the presence of an employee representative or another person in management, should the employee so desire, who shall be satisfied that the breach of discipline and/or reason/s for the warning is clearly understood by the employee receiving the warning. However, such request must be clearly made to the manager issuing the warning at the time when the warning is being issued.

- 2.5.2.6 It is expected that receipt of the written warning will be signed for by the employee and/or his/her representative, this signing serves the purpose of proving that such warning was in fact received by such employee and failure of an employee to sign such warning does not in any manner invalidate the warning.
- 2.5.2.7 In line with clause 2.5.2.5 above, if an employee fails and/or refuses to sign for a warning it is recommended that the manager issuing such warning get a witness to sign to confirm that the warning was received.
- 2.5.2.8 A copy of the written warning shall be given to the employee and/or his/her representative and a copy placed in the employee's file.
- 2.5.2.9 Written Warnings will remain in force for 6 (six) months from the date of issue. A copy of this warning must be forwarded to the relevant regional Employee Relations Department and a copy will also be retained in the employee's personal file.
- 2.5.2.10 A final written warning would be appropriate when a written warning has failed to achieve the desired improvement in behaviour or when the breach of discipline is sufficiently serious to warrant a final written warning, despite no previous warnings.
- 2.5.2.11 Clause 2.5.2.10 serves as a guideline only and the manager the power to use his or her discretion to issue a final written warning falls within the scope of the manager's duties who may do so whenever he or she deems such warning to be warranted, for whatever reason.
- 2.5.2.12 The warning should contain all relevant details e.g date, time, nature of breach, why behaviour is unacceptable, what previous corrective action has been taken, future performance or behaviour required and the consequences of failing to improve or change must be given to the employee and placed in his/her file.
- 2.5.2.13 Final written warnings will remain in force for 12 (twelve) months from the date of issue. A copy of the final written warning must be forwarded to the relevant regional Employee Relations Department and a copy thereof will also be retained in the employee's personal file.
- 2.5.2.14 Once the period of validity has expired, the warning falls away and the Company can no longer use it in the progressive discipline process, unless allegations of habitual abuse of the warning system is made.

## 2.6 DISCIPLINARY ENQUIRY:

- 2.6.1 A formal disciplinary enquiry must be conducted when an employee commits an offence or transgression that is of serious nature or in circumstances where the employee has an active written warning or final written warning for the same or similar offence.
- 2.6.2 The employee will receive at least 3 (three) working days written notification to attend the enquiry. Any request for an extension of this period must be made in writing clearly setting out



the reasons for the request and will be sanctioned by the Employee Relations Manager ("ERM"), or his/her designate. This needs to be amended.

2.6.3 The charges against the employee must be clearly formulated.

2.6.4 The initiator will confine his/her case to these charges only.

2.6.5 Relevant information must be provided to the employee and his/her representative to enable the employee to prepare for the disciplinary enquiry.

2.7 OUTCOME OF DISCIPLINARY ENQUIRY:

The outcome of a disciplinary enquiry may include a written warning, final written warning, dismissal, or as an alternative to dismissal, suspension without pay (maximum 10 working days) or demotion both coupled with a final written warning at the request of the employee and in agreement with the "ERM" to which no appeal will be allowed.

2.7.1 Dismissal is the most severe form of disciplinary action. A formal disciplinary enquiry is necessary to establish whether or not, on a balance of probabilities, the transgression is of a serious nature in order to justify dismissal.

2.7.2 The Chairperson shall set out in writing the reasons for the dismissal.

2.7.3 If the employee is dissatisfied with the outcome, the employee and/or his/her representative may refer the matter to the ERM, or his/her designate and invoke the review process within 5 (five) working days from the date of the dismissal. The following, but not limited to, will serve as grounds for the review:

2.7.3.1 It can be shown that the disciplinary procedures were not followed;

2.7.3.2 New evidence, which was not presented at the disciplinary enquiry and which has a direct bearing on the incident is presented;

2.7.3.3 The disciplinary action taken was unprecedented or too harsh in the light of mitigating circumstances.

2.7.4 Such review referral must be in writing and must contain:

2.7.4.1 A statement of all the reasons i.e. procedural and/or substantive issues on which the review is based;

2.7.4.2 All documentation in support of the review application;

2.7.4.3 Possible solution to the review (relief sought).

2.7.5 The ERM, or his/her designate, will review the procedural and substantive issues, however he/she has the discretion to call for oral representation.

- 2.7.6 The ERM, or his/her designate shall endeavour to resolve the matter and deliver the outcome within 15 (fifteen) working days from receipt of the referral for review.
- 2.7.7 In the event where the outcome of the review specifically contradicts Company policies and/or procedures, the employee may, within 3 (three) working days from the date of the outcome, refer the matter to the HR Director, or his/her designate, for consideration. In these circumstances, the decision of the HR Director will be delivered within 10 (ten) working days from date of referral and will be final.
- 2.7.8 In all other cases, the decision of the ERM, or his/her designate, on the outcome of the review is final. Should the employee be dissatisfied with the outcome of the review process, or the period referred to in clause 2.7.6 has lapsed, the employee is entitled to invoke the provisions of the Labour Relations Act and refer the then existing dispute to the CCMA within 30 days from date of dispute arising.

## 2.8 GUIDELINES TO A DISCIPLINARY ENQUIRY:

The Code of Good Practice (Schedule 8) as set out in the Labour Relations Act as a helpful guideline:

### 2.8.1 When to be held:

A disciplinary enquiry is to be held when a dismissal as a sanction is considered a possibility in cases of serious misconduct or where repetitive unacceptable behaviour is at play.

### 2.8.2 Purpose

The purpose of the disciplinary enquiry shall be to:

- 2.8.2.1 investigate the alleged breach of discipline/ misconduct;
- 2.8.2.2 to give an opportunity to the parties to be heard and to assess all the relevant facts and evidence presented to it; and
- 2.8.2.3 to reach a fair and just conclusion and be seen to do so on the facts and to impose a fair /appropriate sanction consistent with the standard imposed within the Company.

### 2.8.3 Guidelines

2.8.3.1 The enquiry should be held as soon as possible after the incident becomes known. The enquiry must be held within 20 (twenty) working days from the date the employee is notified of the enquiry in writing; however, this period may be extended and reasons for the extension must be provided in the following circumstances:

- 2.8.3.1.1 At least 3 (three) working days written notification of the enquiry is considered reasonable. Any request for extension of this period must be made in writing and will be sanctioned by the ERM, or his/her designate; and

2.8.3.1.2 In certain cases it might be appropriate to suspend the employee with full pay and benefits, pending an investigation and enquiry. The Reasons for the suspension is to be set-out in writing.

2.8.3.2 The employee may upon approval of his/her Promotor, be allowed reasonable time off, which approval shall not be unreasonably withheld, to prepare for the enquiry and to call witnesses to the enquiry. The employee is also entitled to the use of an interpreter, where required. The employee may be granted reasonable time during the enquiry to caucus and/or assess evidence presented to him/her at the enquiry.

2.8.3.3 The disciplinary record of the individual concerned must be made available to the employee or his/her representative on request.

2.8.3.4 Evidence of mitigation and aggravating circumstances must be taken into account by the Chairperson after a finding of guilt.

2.8.3.5 The following persons are to attend the enquiry:

- The Chairperson
- The employee being disciplined
- The Initiator (or Promotor) of the disciplinary action
- Employee representative; and
- The parties' respective witnesses, where applicable.

2.8.3.6 The following persons may in addition attend the enquiry:

- An interpreter, if required. Each party requiring the use of an interpreter must make their own arrangements for such an interpreter's attendance.
- An observer – an observer from the Company may be present, at a disciplinary enquiry, provided that the employee being disciplined agrees thereto

2.8.3.7 No legal representation will be permitted.

2.8.3.8 The Chairperson is responsible to ensure that the proceedings are properly recorded.

2.8.3.9 The Chairperson has the right to consult with the ERM and/or employee representative at any stage during the enquiry on substantive and procedural fairness.

2.8.3.10 In the event that the Chairperson wishes to consult on the finding of guilty or not guilty, he/she must consult with both the ERM and the employee representative.

2.8.3.11 If an employee refuses or fails to attend the enquiry without a valid reason or fails to make written request for the extension of the hearing as per paragraph 2.8.3.1.1, the Company reserves the right to proceed in his/her absence.

2.8.4 Concluding action

- 2.8.4.1 The Chairperson will examine all the evidence in order to decide whether or not the alleged misconduct has been proven on a balance of probability.
- 2.8.4.2 Should the Chairperson find the employee guilty to the charges, the employee and his/her representative is entitled to lead evidence in mitigation. The initiator is also afforded the opportunity to present aggravating and/or mitigating circumstances, where applicable.
- 2.8.4.3 The Chairperson shall record his/her decision and the reasons therefor in writing and communicate the decision to the enquiry/ employee.

## 2.9 GENERAL DISCIPLINARY ENQUIRY PRACTICES:

- 2.9.1 The suspension (with full pay and benefits) of an employee pending an enquiry depends on the nature of the breach for example when there is potential danger to property or serious injury to persons or in cases of fraud or serious misconduct or where it is contemplated that the employee may tamper with evidence or interfere with Company witnesses.
- 2.9.2 Should there be a need to suspend an employee pending an enquiry, the Employee Relations Manager, or his/her designate must be consulted.
- 2.9.3 After disciplinary action taken at an enquiry whereupon an employee makes representation and/or declares a dispute will stand until the representation or dispute has been resolved.

### ***Stage 1: Consultation***

This pertains to the manager, in an informal manner, speaking with the employee relative to the offence/s in question. The necessary standards are explained and “follow-up” meetings are arranged. This is intended to address the problem area and give the employee an opportunity to correct the behaviour prior to the company being placed in a position where further disciplinary measures are invoked.

### ***Stage 2: Verbal Warning***

A formal warning is recorded and may be to the employee in the presence of a nominated employee representative of his/her choice where expressly requested. The consequences of continued unacceptable behaviour are explained.

### ***Stage 3: Written Warning/ Final written***

The objective of the written warning is to ensure that there is now a formal written record of the offence/s and corrective action/s recommended. (May be the first stage with regards to a serious offence). All written warnings will be valid for a period of 6 months and final written warnings 12 months. The consequences of any further unacceptable behaviour are explained.

### ***Stage 4: Disciplinary Enquiry***

This must always be a prerequisite to dismissal (Compulsory Enquiry Offence) but may be used at any stage where clarity is required regarding any offence.

It must be noted that all warning validity may be extended in order to establish that an employee has a habit of transgressing the company disciplinary code of conduct. The fact that a person no longer has a final warning hanging over their heads does not extinguish prior misconduct.

**Process:**

Done in private consultation with the employee and his superior. Provide notification of the alleged offence to the employee concerned. Give clarification of the alleged offence to the employee concerned. Provide a platform for the employee to state their case and call for witnesses on their behalf.. Allow for employee representation by a person of their choice from within their operating unit. State the right to appeal against any form of formal disciplinary action

### CHAPTER 3

#### **3. DISCIPLINARY CODE**

##### **Understanding Disciplinary Stages**

The procedure consists of four integrated yet individual stages, namely:

##### **Informal**

###### ***Stage 1: Consultation***

This pertains to the manager, in an informal manner, speaking with the employee relative to the offence/s in question. The necessary standards are explained and "follow-up" meetings are arranged.

This is intended to address the problem area and give the employee an opportunity to correct the behaviour prior to the company being placed in a position where further disciplinary measures are invoked.



##### **Formal**

###### ***Stage 2: Verbal Warning***

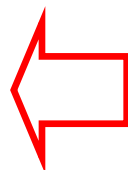
A formal warning is recorded and can be given to the employee in the presence of a nominated employee representative of his/her choice where expressly requested.

The consequences of continued unacceptable behaviour are explained.

###### ***Stage 4: Disciplinary Enquiry***

This must always be a prerequisite to dismissal (Compulsory Enquiry Offence) but may be used at any stage where clarity is required regarding any offence.

It must be noted that all warning validity may be extended in order to establish that an employee has a habit of transgressing the company disciplinary code of conduct. The fact that a person no longer has a final warning hanging over their heads does not extinguish prior misconduct.



###### ***Stage 3: Written Warning/ Final written***

The objective of the written warning is to ensure that there is now a formal written record of the offence/s and corrective action/s recommended. (May be the first stage with regards to a serious offence). All written warnings will be valid for a period of 6 months and final written warnings 12 months. The consequences of any further unacceptable

### **Verbal warning**

1. As a guideline: Issued on minor and/or first offenses and does not warrant a written warning
2. Given in private.
3. Recorded in the form of a record of discussion and placed on offender's personnel file.
4. Validity 3 months



### **Written warning**

1. Issued on major offences for more serious misconduct or for repeated minor offences
2. Given in privacy and signed by both parties
3. Recorded and placed on the offenders personnel file.
4. Validity 6 months.



### **Final written Warning**

1. Issued once the employee has failed to heed previous written warnings or in the case of a major offence, where dismissal is not warranted.
2. Given in private and signed by both parties
3. Recorded and placed on the offender's personnel file.
4. Recipient is made to understand that further misconduct could lead to dismissal.
5. Validity 12 months.



### **Dismissal**

Written notice to attend a hearing is issued to the employee and will set out the alleged charge/offence and give notice to attend the hearing on a specified date.

Chairman of hearing will be selected as an independent party with no previous involvement in the charge or allegation in order to provide a procedurally fair and un-biased outcome. Employee shall be allowed to call witnesses.

Witnesses from employer and employee are allowed and may be questioned by the chairman, the employee and the employer.

At the sole discretion of the Chairman to decide if the witnesses' testimony will be material to the case.

Once all evidence has been heard the Chairman will make a decision as to the action to be taken.

Should facts arise that support a dismissal the Chairman must advise the employee of this decision to dismiss as well as the relevant terms of separation.

The chairman is responsible for providing detailed minutes of the hearing.

### **Summary Dismissal** – Dismissal without notice or pay *in lieu* of notice

The following Offences can cause summary dismissal depending upon the circumstances of the individual and the Offence:

1. Unauthorised possession or theft of the Company's customer's or other employee's property
2. Intoxication whilst on duty
3. Fraud or falsification of information or documents
4. Divulging confidential Company information to third parties
5. Assault
6. Gross negligence with serious consequences
7. Gross insubordination or insolence towards management
8. Refusal to obey or carry out reasonable instructions
9. Possession and/or use of drugs
10. Wilful damage to Company's or customer's property
11. Intimidation
12. Bribery – attempts to bribe and acceptance of bribes
13. Absence without leave for 3 or more days
14. Directing unethical, derogatory or racist remarks to employer, another employee, senior, client or potential client

KEY:

WW = Written Warning

FWW = Final Written Warning

D = Dismissal

The following categories and sanctions are merely guidelines and must not be interpreted as placing an obligation on the Company, also the nature and circumstances of each individual matter may differ and may cause separate and different application:

CATEGORY	NATURE OF OFFENCE	DISCIPLINARY ACTION			
		FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
TIMEKEEPING OFFENCES	Unwarranted / unauthorized / uncommunicated lateness in reporting to work on time and failure to report reasons for lateness to manager/supervisor	WW	WW	FWW	D
	Unwarranted / unauthorized / uncommunicated absence from place of work or leaving work early	WW	FWW	D	

	without good reason or authorization				
	Absence – away from work for three or more working days without authorization and/or without good cause and/or without notifying a senior manager during the period of absence.	D			
<b>WORK OUTPUT OFFENCES</b>	Negligence in the execution of duties	FWW	D		
	Failure to follow standard operating procedures	WW	FWW	D	
	Failure to provide high level of service to a customer	FWW	D		
	Deliberate reduction in productivity	FWW	D		
	Sleeping on duty	FWW	D		
	Refusal to work and/or refusal to obey reasonable instructions related to work	FWW	D		
	Poor maintenance / neglect / damage of vehicle/ machinery/equipment	FWW	D		
	Miss-selling	D			
	Wastage of time and/or material	FWW	D		
	Waste of company infrastructure and/or time and/or material for personal use	FWW	D		
	Gross negligence	D			



<b>SOCIAL OFFENCES</b>	Under the influence of alcohol, intoxicating drugs or related substances at work	D			
	Unauthorized possession of alcohol or non-medicinal drugs on work premises	D			
	Possession of dangerous weapons at company premises without permission	D			
	Committing unsanitary acts	FWW	D		
	Threat of assault and/or assault	D			
	Sexual and/or racial harassment	D			
	Intimidation or incitement to violence	D			
<b>ATTITUDINAL OFFENCES</b>	Breach of employees' duty of good faith to the Company and/or related to code of good practice	D			
	Conduct unbecoming of an employee resulting in the name of the company/client being brought into disrepute resulting in actual or potential harm to either party	D			
	Behavior which could lead to dissention in the workplace and/or to the employment relationship being rendered intolerable	WW	FWW	D	
	Failure or refusal to carry out a reasonable and lawful instruction	FWW	D		
	Use of abusive and/or derogatory and/or offensive language or signs towards fellow employees / customers	FWW	D		
	Insubordination, disrespect,	FWW	D		

	impudence or insolence				
	Gross insubordination, serious disrespect, impudence or insolence	D			
<b>HEALTH &amp; SAFETY</b>	Injury to others through negligence or horseplay	FWW	D		
	Failure to observe security and safety regulations and / failure to adhere to Health & Safety Policy	FWW	D		
	Smoking in a “No Smoking” area (where appropriate sanction to be guided by client code)	WW	FWW	D	
	Being in an “out of bounds” area without authorization or without good reason	WW	FWW	D	
<b>OTHER OFFENCES</b>	Willful damage to company materials, equipment, possession or property	D			
	None compliance to company/client dress code as outlined in clause 17 of this Handbook.	VW	WW	FWW	D
	Breach of electronic communications policy (where appropriate, sanction can be guided by other offences e.g. where the breach amounts to racial/sexual harassment, intimidation etc., or can be guided by the client code)	FWW	D		
	Industrial sabotage	D			
	Unprotected Industrial Action	D			
<b>DISHONESTY</b>	Dishonesty during the course of employment / in the supply of personal information prior to employment	D			

	Unlawful / unauthorized possession of company property	D			
	Fraudulent Timekeeping	D			
	Use of company infrastructure and/or time and/or material for personal gain	D			
	Receiving and keeping remuneration not due	D			
	Abuse / misuse of sick leave	FWW	D		
	Divulgence of confidential company information/ confidential information of a client of the company	D			
	Deliberately supplying incorrect or falsified information	D			
	Any other reason recognized in law as being sufficient grounds for instant dismissal	D			

#### **DISCIPLINARY ACTION FOR OTHER MISCONDUCT**

Any misconduct not specifically covered in the code will be dealt with according to the seriousness of the offence.

#### **NOTE 1:**

The code makes provision for progressive disciplinary actions in each category of offence. Discipline will therefore be taken progressively in each category of offence and not necessarily only in regard to specific offence. The disciplinary action prescribed by the code may be deviated from where justified by the particular circumstances of the case. Accordingly, such action may be more severe than the prescribed guideline where aggravating circumstances exist, or less severe where mitigating circumstances exist.

## **CHAPTER 4**

### **4. GRIEVANCE POLICY**

#### **4.1 PURPOSE**

The purpose of the grievance procedure is to ensure that individual and/or group grievances are considered and resolved as close as possible to the point of origin and as speedily as practicable.

#### **4.2 DEFINITION**

A grievance is any dissatisfaction or feeling of injustice on the part of an employee, or group of employees, at the workplace and arising from the employment relationship between such an employee, or group of employees and Perx Consulting.

Collective bargaining issues and dissatisfaction regarding formal disciplinary action are specifically excluded from the definition of a grievance, and will not be dealt with in terms of the grievance procedure.

#### **4.3 SCOPE OF APPLICATION**

The grievance procedure will apply to all employees at Perx Consulting.

#### **4.4 POLICY STATEMENTS**

- 4.4.1 It is acknowledged that it is in the mutual interest of both the Company and its employees to abide by a grievance procedure by which any grievance arising can be considered and resolved.

- 4.4.2 Employees shall not suffer any prejudice whatsoever in their employment, as a consequence of lodging a grievance in terms of this grievance procedure.
- 4.4.3 Grievances must be resolved at the earliest possible stage and as speedily as possible, at the point where they originated.
- 4.4.4 Any employee lodging a grievance is entitled at the appropriate stage to representation by a fellow employee in dealing with his/her case.
- 4.4.5 The resolution of grievances in terms of the stages set out below, shall be vested in line management.
- 4.4.6 Representatives from the Human Resources Department will provide all parties with advice, guidance and assistance in seeking to resolve the grievance.
- 4.4.7 Perx Consulting and the employee(s) lodging the grievance may by mutual agreement (in writing) accept the reduction or extension of the stages and time limits stipulated in the grievance procedure.
- 4.4.8 Employee(s) shall not incur loss of earnings in respect of time spent at meetings with the Company representatives, arranged for the purpose of resolving a grievance.
- 4.4.9 Meetings to address a grievance(s) shall be scheduled with due consideration of operational requirements.
- 4.4.10 All employees are to be made fully aware as to the terms and conditions of the grievance procedure.
- 4.4.11 No industrial action, in whatever format shall be taken by either the employee or Perx Consulting until all stages of the grievance procedure have been completed and final failure to agree has been formally recorded by both parties in terms of the procedure.
- 4.4.12 A grievance must be lodged within thirty (30) days from the date on which the incident being complained about arose, failing which the employee forfeits the right to raise the grievances in terms of this chapter.

#### **4.5 ADMINISTRATION**

The grievance procedure and applicable forms will be obtainable from the Human Resources Department

- 4.5.1 Grievances lodged are to be recorded on a central grievance register, which is to be monitored on an ongoing basis by the ERM (Employment Relations Manager).

- 4.5.2 Once a grievance has been finalized all documentation, minutes and forms are to be forwarded by the responsible line manager to the Human Resources Department to be filed on the aggrieved employee's personal file.

#### 4.6 STAGES OF THE PROCEDURE

##### 4.6.1 *Stage 1: Immediate Supervisor/ Manager*

- 4.6.1.1 An employee with a grievance must complete in full the relevant details of the complaint on the grievance form as well as the desired outcome raise the grievance with his/her immediate supervisor, or the latter's supervisor in the event of a grievance against an immediate supervisor.
- 4.6.1.2 The supervisor must to the best of his ability,
- Listen to the employee in private;
  - Encourage the employee to express his/her grievance freely and openly;
  - Obtain all relevant facts
  - Endeavour to resolve the grievance as speedily as possible.
- 4.6.1.3 If the grievance is resolved, the outcome shall be recorded in writing and signed by both parties. The written document must be placed on the employee's personal file.
- 4.6.1.4 If the supervisors' plan of action and/or recommendation is unacceptable, or takes longer than three (3) working days, stage 2 becomes effective.

##### 4.6.2 *Stage 2: Senior Manager (Or Nominee)*

- 4.6.2.1 In stage two of the grievance, the General Manager or his nominee will hold a meeting into the matter as soon as possible, but not later than five (5) working days from date of receipt thereof.
- 4.6.2.2 The aggrieved employee, a fellow employee, General Manager or nominee, representative from the Human Resources Department, departmental manager, and any witness should be present at the meeting/enquiry.
- 4.6.2.3 The General Manager or nominee shall announce the decision within two (2) days after the meeting contemplated in 4.6.2.1. above having taken place.
- 4.6.2.4 If the matter is settled, it is the duty of the General Manager to ensure that the action agreed on is in fact implemented, and that the necessary documentation is processed.

- 4.6.2.5 If the matter remains unresolved the parties ***may*** agree to proceed to stage three (3), if so desired.

#### **4.6.3 Stage 3: Independent Third Party**

If the employee(s) is still not satisfied with the Senior Manager's decision, a third party may be approached to assist in resolving the issue(s). Such a third party may be external from the Company, the role of which i.e. conciliation/mediation/arbitration, may be agreed to at the end of stage three (3).

#### **4.7 PROCEDURE FOR A GROUP OF EMPLOYEES**

- 4.7.1 If the grievance relates to a group of employees (more than two employees), then the employees concerned shall elect a spokesperson, to act on their behalf.
- 4.7.2 The spokesperson concerned shall then follow the procedure set out in stages 1 to 3, accompanied by a delegation of not more than two (2) employees.

#### **4.8 GRIEVANCE CONCERNING EMPLOYEE'S IMMEDIATE SUPERVISOR:**

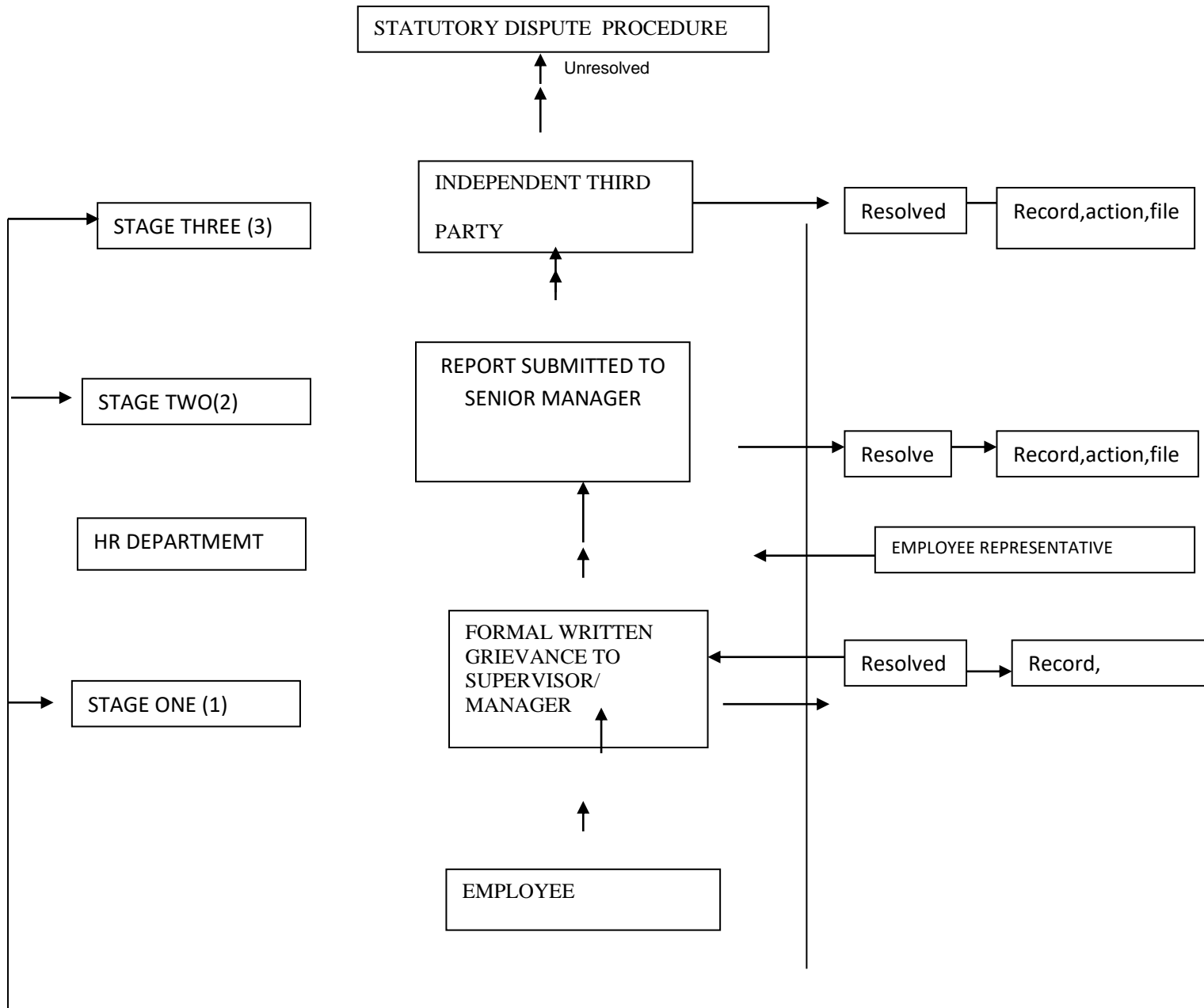
When an employee, group of employees allege that a grievance has arisen out of the act of a supervisor or immediate superior, the grievance may be referred immediately to stage or the stage of the procedure immediately above the level against which the grievance is aimed.

#### **4.9 INFORMING EMPLOYEES ABOUT THE PROCEDURE:**

Employees must be fully informed of the purpose and stages of the grievance procedure, through:

- Inclusion in an induction programme.
- Regular briefing and update sessions
- Industrial Relations training sessions run for all employees, supervisors and managers.

**FLOW CHART : GRIEVANCE PROCEDURE**

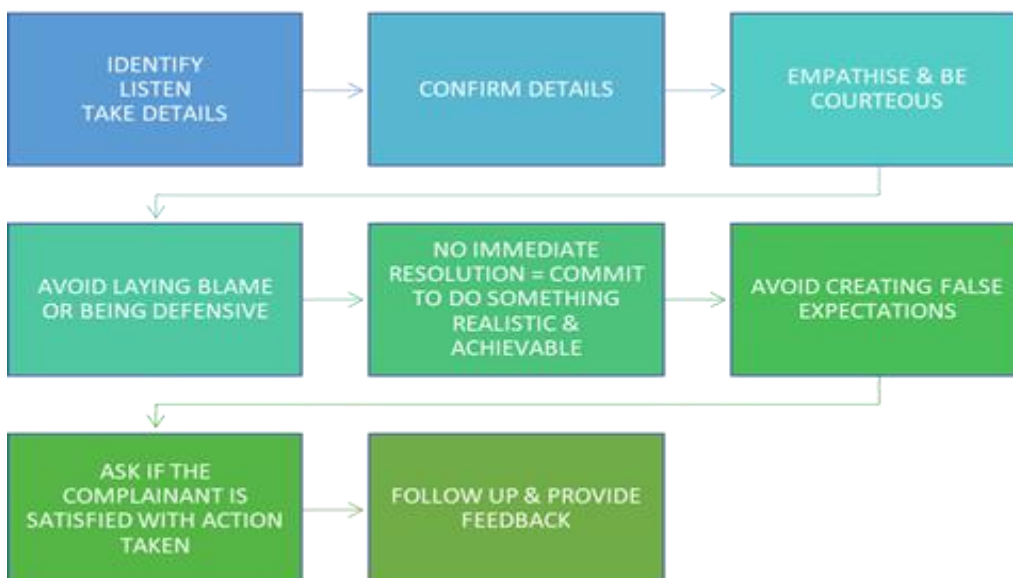




## CHAPTER 5

### 5. CUSTOMER COMPLAINTS PROCEDURE

- Identify yourself, listen (or read carefully), take details, find out what the complainant requires;
- Confirm with the customer the details you have taken;
- Empathize with the customer and be courteous but do not make any admissions on behalf of the Company. If you were at fault, immediately apologize for your mistake and report and refer the customer to your immediate supervisor to deal with;
- Avoid laying blame or being defensive;
- If a resolution to the complaint is not immediately possible, make a commitment to do something realistic and achievable about resolving it, even if someone else will eventually handle the complaint;
- Avoid creating false expectations;
- Ask if the complainant is satisfied with the action taken or proposed in respect of the process and the redress. If the complainant is not satisfied, give advice about available alternatives;
- Follow up, monitor and provide feedback to each party involved in the complaint.



## **CHAPTER 6**

### **6. BEHAVIOURAL**

#### **6.1 RESTRAINT, EXCLUSIVITY, CONFIDENTIALITY AND DISCLOSURE**

##### **RESTRAINTS ON EMPLOYMENT**

The Employee acknowledges that by reason of his/her employment is possessed of and shall continue to have access to the Company's accumulation of trade secrets, processes, formulas, methods of operating, lists of clients and / or other confidential information. The Employee acknowledges that if, on termination of his/her employment for any reason, he/she takes up employment or otherwise becomes associated with or interested in the competitor companies of the Employer, the Employers proprietary interests will be materially prejudiced and he/ she therefore recognizes and acknowledges that good and lawful reasons exist for the Employer to be protected. PERX recognizes the following companies as competitors of PERX. The list is by no means comprehensive in terms of competitors.

VOX
Neotel
Internet Soluations
Canon
Huge Telecoms
Plessie Com.
Spark Telecoms
Telkom/Telkom Express/ Cell C/ Vodacom/ MTN
Panasonic

The Employee acknowledges that his/her relationship with many of the customers is and will become a personal one, and that the Company will suffer substantial damage if he/she were to operate a business similar to that carried on by the Company or other Companies in the Group, as the case may be, within the area to which, and during the time in which the restraint is to apply. The employee further acknowledges that the provisions herein set out are fair and reasonable and necessary for the protection of the proprietary interests of the Employer against unfair competition. In consideration of the benefits accruing to the Employee by virtue of this Agreement with the Company and in order to protect the Company's rights it is essential and reasonable for the Employee to be bound by terms of the provisions of this Agreement. Should

the reasonableness of any provision contained in this clause be disputed, the onus of proving that the provision is unreasonable will rest on the Employee.

The Employee undertakes to the Company that while he/she is employed by the Company and for a period of 6 months after ceasing to be employed for any reason whatsoever he / she will not compete with the Company or be employed or interested directly or indirectly with the competitors of the Company: solicit or induce others to solicit, directly or indirectly any clients or customers of the Company (including potential clients or customers whom the Company and the Group have not yet contacted, but intend contacting for the purposes of doing business), for the purpose of inducing them to cease doing business with the Company.

The area of restraint referred to herein, shall be Kwa Zulu Natal / Gauteng / Western and Eastern Cape and each magisterial district thereof (as a separate restraint in each such district), within which the Company conducts business. The restraint is in favour of the Company and all the associated companies in the PERX Group of Companies.

Each of the undertakings referred to above are entirely separate and separately enforceable from the other undertaking in relation to each restraint in respect of the following:

- the Territory;
- the period;
- every locality falling within the Territory;
- every activity falling within the ambit of a competitive business;
- every capacity in relation to which the employee is, prohibited from acting in terms of this undertaking; and
- every capacity, in relation to a competitive business in which the employee is prohibited from acting in terms of this undertaking

## **6.2 EXCLUSIVE SERVICE**

The appointment under this contract is a full time appointment and the employee shall devote his/her full commitment, energy and attention to the employer's business and remain just and faithful to the Employer. The employee shall not at any time during the continuance of this contract be directly or indirectly engaged, concerned or interested, whether for reward or otherwise, in any other trade, business or profession without the explicit written consent of the employer. The Employee is to disclose all outside interests to the Employer

## **6.3 CONFIDENTIALITY**

The employee undertakes, without prejudice to any general duty of confidentiality, not to disclose during the continuance of this contract or afterwards any of the trade secrets of the Company and/or Client/s or any information which is confidential to the Company's and/or its

Client/s business. Trade secrets include the following, which list will not be regarded as exhaustive: man-hour tariffs, logistic techniques, proposal contents, client contacts, etc. The employee further undertakes immediately after the termination of his/her services to hand over to the employer all documentation and data in his /her possession belonging to the employer, whether in hard copy, contained on computer disc or any other recording medium, including documents made by him /her in the course of his/her employment. The aforementioned implies that any copy, abstract, or any extract of any document belonging to the Company and/or its Client/s made by the employee or any other person shall itself belong to the Company and/or its Client/s.

The employee will not be liable to the employer for information divulged in terms of legislation or a court order compelling him/her to do so.

#### **DISCLOSURE**

The employee shall disclose and declare to the Company all outside business or other interests, which are or may potentially be in conflict with the interests of the Company and/or its Client/s. The employer may require the employee to refrain from such activities, which request he/she is obliged to observe.

The employee is further obliged to disclose forthwith to the Company any of the following:

- Any mental health or medical condition or any other circumstances which could detrimentally affect or in any way influence the employee's employment or the fulfilment of the employee's obligations in terms of this agreement, as soon as the employee becomes aware of the same;
- Should the employee be convicted of any criminal offence specified in Schedule 1 of the Criminal Procedure Act No. 51 of 1977 or any amendment or variations thereof from time to time.

#### **ENFORCEMENT**

Upon a breach by the employee of any of the restraints or undertakings given by him in terms of this Agreement, the Company shall be entitled to enforce the undertaking or restraint in question, as a matter of urgency if necessary, and in addition or alternatively thereto as the Company may elect, be entitled to claim and recover from the employee such damages as the Company may have sustained as a result of such breach.

## **CHAPTER 7**

### **7. EMPLOYMENT EQUITY**

#### **7.1 Declaration of Intent**

The Company will promote fairness in the workplace, eliminate discrimination in any employment policy or practice and implement specific positive measures to accelerate the advancement of designated groups.

#### **7.2 Discrimination**

The Company will not discriminate directly and / or indirectly against any employee, in any employment policy or practice. This will include but not be restricted to race, gender, pregnancy and birth, marital status, family responsibility, ethnic or social origin, sexual orientation, age, disability, religion, belief, political opinion, language and birth.

However, it is acceptable to take any positive measures consistent with the purpose of this Employment Equity Policy to distinguish, exclude or prefer any person on the basis of inherent requirements of the job.

#### **7.4 Victimization**

Victimization is prohibited in all its forms in the work place, as such the Company will ensure that employees are protected from being victimized or discriminated against when trying to enforce their rights.

#### **7.5 Consultation**

The Company will take reasonable steps to consult with its employees or representatives nominated by them.

#### **7.6 Training and Development**

The Company will ensure implementation of accelerated development and advancement of employees from designated groups including affirmative action measures to attain equity in the workplace.

#### **7.7 Employment Equity Analysis**

The Company will collect information and conduct an ongoing analysis of its employment policies, procedures, practices and the working environment. This will assist in the identification of employment barriers, which adversely affect people from designated groups.

The analysis will include a profile of the designated employees within each occupational category and level in order to determine the degree of representation of designated groups.

#### Desired Result

Through the process of employment equity in the workplace, the Company aims to:

- Become an organization in which existing and potential employees are judged only by ability and performance.
- Eliminate the effect that, race, gender and creed have had on employment opportunities.
- Ensure the right of every employee to develop

#### Concluding Statement

The Company is committed to promote a diverse and representative work force, in ways, which are consistent with the requirements of the Employment Equity Act.

## **CHAPTER 8**

### **8. ADMIN & PAYROLL**

#### **Pay Date:**

Payment shall be made into the EMPLOYEE'S account at a financial institution of the EMPLOYEE'S choice, monthly in arrears, not later than the last day of each month.

**ESS:** All employees once loaded onto payroll will be registered on our ESS portal.

<https://esspeople.sagevip.co.za/PERX#/signin>

On the portal you have access to the following:

- Payslips
- Apply for and view leave balances (Annual, sick leave etc.) Supporting documents (Dr's notes) has to be uploaded when applying for sick leave.
- Change and update certain Personal Details

Steps to activate your account:

- You will receive an activation email with instructions and your username (YOUR ID NO) and temporary password to logon to our ESS portal.
- 1. Enter your User Name **Your ID number**
  2. Enter the temporary password **do not copy and paste** **pd90e049-7e99-419b-a94d-d5444724C9A53A**
  3. Click the Logon / Sign In button
  4. The Change Password screen will be displayed
  5. In the Old Password field, enter the password provided in **Step 2**
  6. Enter your new password in the New Password field
  7. Confirm your password by re-entering it in the Confirm Password field
  8. Click the Change Password button
  9. A message will appear to inform you that your password has successfully been reset
  10. Click the OK button
- You will now have full access to our ESS portal.

#### **Contact Details:**

#### **Payroll:**

Contact person: Marizanne Bothma  
Tel Number: 011 4655086  
Email address: [Payroll@perx.co.za](mailto:Payroll@perx.co.za)

### **General HR Queries**

Contact Person: Nikita Moore- Employee Relations Manager  
Martin Hennig- HR Director  
Email Address: [nikitam@perx.co.za](mailto:nikitam@perx.co.za)  
[HRDIR@perx.co.za](mailto:HRDIR@perx.co.za)

### **General enquiries:**

#### **JHB Office:**

Contact Person: Nikita Moore and Lasqueve Raubenheimer  
Email Address: [nikitam@perx.co.za](mailto:nikitam@perx.co.za) [lasqueve@perx.co.za](mailto:lasqueve@perx.co.za)  
Tel Number: (011) 465 5086/7

#### **KZN Office:**

Contact Person: Charlene Hughes  
Email Address: [Charlene@Perx.co.za](mailto:Charlene@Perx.co.za)  
Tel: 0793661764

#### **Cape town Office:**

Contact person: Ilzahn Lubbe  
Email Address: [ilzaan@perx.co.za](mailto:ilzaan@perx.co.za)  
Tel Number: 0722137090  
Second Contact Person: Saskia Kriel  
Email Address: [saskia@perx.co.za](mailto:saskia@perx.co.za)  
Tel Number: 0768620572

#### **Eastern Cape & Central**

Contact Person: Naomi Swart  
Email Address: [Naomi@perx.co.za](mailto:Naomi@perx.co.za)  
Tel Number: 0670103133

#### **HQ:**

Contact Person: Phumi Ntsele  
Email Address: [Phumi@perx.co.za](mailto:Phumi@perx.co.za)  
Tel Number: 0114655086

## **CHAPTER 9**

### **9. LEAVE POLICY**

#### **1. PREAMBLE**

PERX employees will be granted leave in accordance with the Conditions of Service of PERX.



1.1. The Conditions of Service are based on and consistent with:

1.1.1. The Labour Relations Act (66 of 1995)

1.1.2. The Basic Conditions of Employment Act (75 of 1997)

1.1.3. Employment Equity Act (55 of 1998)

1.1.4. Compensation for Occupational Injuries and Diseases Act (130 of 1993)

1.2. Leave of absence is classified as follows:

1.2.1. annual leave

1.2.2. sick leave with full or without pay

1.2.3. family responsibility leave (including religious leave)

1.2.4. maternity leave

1.2.5. paternity leave

1.2.6. absence from duty due to injury

1.2.7. examination leave

1.2.11. unauthorized absence

1.2.12. unpaid leave

1.2.13. learning leave

PERX's leave policy is in accordance with the Basic Conditions of Employment Act and in some cases additional benefits have been added.

## 2. PURPOSE

The purpose of this policy is to regulate leave of absence and to provide guidelines for PERX management and staff.

## 3. OWNERSHIP

The Human Resources Department is the custodian of this policy.

## 4. SCOPE OF PRACTISE

This policy applies when a PERX employee seeks permission to be granted leave.

## 5. TYPE OF POLICY

This policy relates to a time and attendance nature.

## 6. DEFINITIONS

6.1. Accrued leave: Refers to leave days provided at an incremental rate of 1.25 days per month up to 15 days per annum.

- 6.2. Accumulated leave: Refers to any untaken leave days which are carried forward.
- 6.3. Calendar month: A period from the first to the last day of any of the twelve calendar months of the year, both dates included.
- 6.4. Employee: An employee who is in the employment of PERX on a permanent full-time/part-time basis.
- 6.5. Pay: Refers to the applicable salary scale.

## 7. APPLICATION FOR LEAVE

- 7.1. An employee should, under normal circumstances, apply for annual leave at least 1 Calendar Month before the proposed date of leave.
- 7.2. This application for leave should be submitted on the Employee Self Service electronic system.
- 7.3. If special leave is required, the specific type of leave must be indicated on Employee Self Service electronic system.
- 7.4. An employee who has applied for annual leave may not be absent from the office before receiving approval, which will be indicated on the system.

## 8. GRANTING OF LEAVE

Leave will be granted with due regard to the needs of the operational requirements in the area of operation. An application for leave must be made on Employee Self Service electronic system and approved by the relevant line manager before an employee may go on leave. Subject to consultation with the employee, leave already granted may at any time be changed or withdrawn, and an employee may be required to take the whole or a portion of the annual leave due to him or her.

## 9. ANNUAL LEAVE

### 9.1. NUMBER OF LEAVE DAYS

The annual leave accrues on a *pro rata* basis at 1.25 working days per month adding up to 15 days per year.

- 9.1.1. Annual leave may not be taken in the first three months from the date of commencement of employment.

- 9.1.2. After three months of employment, an employee will be entitled to annual leave equal to the number of days accrued for the period worked.
- 9.1.3. Employees are strongly encouraged to take a minimum of 12 consecutive calendar days.
- 9.1.4. Any untaken accrued leave must be taken no later than six months after the end of the annual leave cycle.
- 9.1.5. An employee should, under normal circumstances, apply for leave at least 1 calendar month before the proposed date of annual leave.

## 9.2. ACCUMULATION OF LEAVE

- 9.2.1. No remuneration in lieu of any accumulated leave will be paid whilst employed by PERX and therefore employees will be required to use the accumulated leave prior to leaving the employment of PERX.
- 9.2.2. An employee must take all the leave days accrued to them on an annual basis as the Company does not carry over leave from one year to the next.
- 9.2.3. An employee who wishes to accumulate leave days, to be used for purposes of study/sabbatical will have to sign a declaration that such leave will not be paid out.
- 9.2.4. In case of resignations, employees are required to serve their notice period of at least one calendar month at work to ensure a smooth handover of their duties. This means that employees cannot use their accumulated leave in lieu of the one calendar month notice period that they must serve at work.
- 9.2.5. If an employee gives notice over a period of leave or does not serve the one calendar month notice period, contrary to policy, the employee will forfeit their salary for the last month of service.

## 9.3. PAYMENT OF ANNUAL LEAVE ON TERMINATION OF EMPLOYMENT

- 9.3.1. PERX will not pay out money in lieu of leave except on termination of employment.
- 9.3.2. In the case of termination of employment, a payment up to a maximum of 15 working days leave accrued will be paid to employees.

9.3.3. Annual leave may not be taken in the employee's notice month.

## 10. SICK LEAVE

### 10.1. ACCRUAL OF SICK LEAVE

10.1.1. Sick leave is granted in terms of working days. Each employee will be entitled to 30 working days paid sick leave in a three-year cycle.

10.1.2. During the first six months of employment, an employee will be entitled to one day's paid leave for every 26 days worked.

### 10.2. GRANTING OF SICK LEAVE

10.2.1. Paid sick leave will be granted only in respect of absence from duty of an employee due to an illness, indisposition or injury not due to his/her misconduct.

10.2.2. An employee who is absent due to ill-health must report his/her absence within 24 hours, or if circumstances do not permit, within a reasonable time but must be within a maximum of 48 hours. Reasonable time will be determined on the basis of the nature of the illness and whether the employee had access to communication facilities (e.g. telephone, email, cell phone, fax, etc).

### 10.3. SUBMISSION OF MEDICAL CERTIFICATE

10.3.1. If an employee is absent from duty for a continuous period of more than two consecutive working days owing to illness, he/she may be granted sick leave, only if he/she furnishes a valid medical certificate signed by a medical practitioner, dentist or psychologist, or any other person who is certified to diagnose and treat patients, and who is registered with a professional council established by an Act of Parliament. If his/her traditional healer does not give medical certificates, an employee may be asked to go to one who does.

10.3.2. PERX may, in accordance with the Basic Conditions of Employment Act, require the submission of a medical certificate in respect of a shorter period (i.e. two consecutive working days or less) of absence due to illness. This applies in the case of absence on a Friday or a Monday or the day preceding or following a public holiday, and/or scheduled off day/s as per predefined shift rosters.

10.3.3. PERX may require a medical certificate before paying an employee who has

been absent on more than two occasions during an eight-week period.

10.3.4. PERX will not pay an employee for the days on which he/she was absent from work for more than two consecutive working days if he/she does not produce a valid medical certificate that complies with the prescribed medical standard.

10.3.5. If an employee is absent owing to illness and there are sound reasons for the non-submission of a medical certificate, then PERX may exempt him or her from the obligation to submit such a medical certificate. Such exemption may only be given for a continuous period not exceeding 5 calendar days and will be noted on the leave application record. Any further absences will be covered by the granting of annual leave if available or leave without pay subject to approval.

10.3.6. Subject to any enquiry, PERX may refuse to grant sick leave with pay in respect of any absence from duty to which a medical certificate relates. In such a case it may be determined that the absence is unauthorised and without pay and may result in disciplinary action being taken against the employee.

#### 10.4. SICK LEAVE WITHOUT PAY

If an employee has used all the sick leave provided for (30 days in a three-year cycle), he/she will be booked on sick leave without pay for the duration of such leave. An employee may use his/her annual leave days if available, to cover such sick leave.

10.4.1. Sick leave without pay will also be granted to an employee if:

10.4.1.1. he/she absents him/ herself for more than two consecutive working days and he/she fails to provide the required medical certificate, or

10.4.1.2. the employee has been absent on more than two occasions during an eight-week period and, despite a request from PERX, does not produce the required medical certificate.

#### 10.5. SICK LEAVE DURING A PERIOD OF ANNUAL LEAVE

If an employee becomes ill while on paid annual leave, that portion of his/her annual leave may be converted into sick leave on condition that:

10.5.1. he/she applies for such conversion in writing on the day of return from his/her annual leave

10.5.2. a valid medical certificate is submitted.

## 11. EX GRATIA SICK LEAVE

- 11.1. In exceptional and deserving cases an employee may, at the sole discretion of the Chief Executive Officer and on the recommendation by the Human Resources Director, be awarded ex gratia sick leave after due consideration of the employee's sick leave record, length of service, nature of illness, prospects of recovery and the applicable sick leave cycle.
- 11.2. Where employees exhaust their sick leave days within a cycle and apply for sick leave, consideration to allow his/her sick leave to be awarded in advance of the next cycle may be granted if the next cycle date is within three months of such application. Any such leave granted will be recouped from the next cycle.

## 12. FAMILY RESPONSIBILITY LEAVE

- 12.1. An employee is entitled to three (3) working days per annum. An employee's unused entitlement to leave in terms of this section lapses at the end of the calendar year in which it accrues i.e. these days cannot be accumulated and carried over to the following calendar year.
- 12.2. Employees shall be granted three (3) working days per annum if: an employee's spouse or life partner dies; or an employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and/or the parents of one's life partner/spouse dies.

**NB. Documentary proof may be requested to accompany all applications.**

## 13. SPECIAL LEAVE

### 13.1. MATERNITY LEAVE

- 13.1.1. Maternity leave may be granted for purposes of confinement of employees on the following conditions:

Four (4) consecutive months' maternity leave may be taken per confinement. All female employees, regardless of marital status, qualify for maternity leave.

- 13.1.2. All female employees of PERX will be entitled to maternity leave without pay. PERX will provide such an employee with information and will assist with the submission of an application to the Unemployment Insurance Fund (UIF) which provides for payment of a portion of an employee's salary during maternity leave.

- 13.1.3. Maternity leave may be used before and/or after birth but birth must take place within the period of maternity leave and leave taken for this purpose must be continuous.
- 13.1.4. An employee may commence maternity leave:
- 13.1.4.1. at any time from four weeks before the expected date of birth, unless otherwise agreed, or
  - 13.1.4.2. on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- 13.1.5. The application for maternity leave must be done in writing, unless the employee is unable to do so, and must indicate the date on which the employee intends to:
- 13.1.5.1. commence maternity leave; and
  - 13.1.5.2. return to work after maternity leave.
- 13.1.6. Notification for maternity leave must also be given:
- 13.1.6.1. at least four weeks before an employee intends to commence maternity leave; or
  - 13.1.6.2. if it is not reasonably practical to do so, as soon as is reasonably practical.
- 13.1.7. An employee may not work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 13.1.8. An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth. Employees whose maternity leave results in a stillbirth should inform PERX about their condition so that their leave can be re-arranged.
- 13.1.9. The benefit will apply in its entirety to the employee who is the primary care-giver of a legally adopted child who is younger than 24 months on the date of adoption. This period can be reduced from four (4) months to two (2) months at the discretion of PERX.

## 13.2. PATERNITY LEAVE

13.2.1 An employee, who is a parent of a child, is entitled to at least ten (10) consecutive days parental leave, when the employee's child is born, or adoption is granted; or the child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order.

13.2.2 Notification for paternity leave must also be given to the Employer:

13.2.2.1. at least four weeks before an employee intends to commence paternity leave; or

13.2.2.2. if it is not reasonably practical to do so, as soon as is reasonably practical.

## 13.3 ADOPTION LEAVE

13.3.1 An employee who is an adoptive parent of a child who is below the age of two, is subject to section 25(6) of the BCEA, entitled to at least ten (10) weeks consecutive adoptive leave; or ten (10) consecutive days parental leave when adoptive is granted, or the child is placed in his /her care as prospective adoptive parent by a competent court, pending the finalization of an adoptive order.

13.3.2 Notification for adoption leave must also be given to the Employer

13.3.2.1. at least four weeks before an employee intends to commence adoption leave; or

13.3.2.2. if it is not reasonably practical to do so, as soon as is reasonably practical.

## 13.4 COMMISSIONING PARENTAL LEAVE:

13.4.1 employee, who is a commissioning parent in a surrogate motherhood agreement is subject to section 25(6) of the BCEA, entitled to at least ten (10) weeks consecutive commissioning parental leave; or ten (10) consecutive days parental leave when his /her child is born as a result of a surrogate motherhood agreement.

13.4.2 Notification for this kind of leave must also be given to the Employer:

13.4.2.1. at least four weeks before an employee intends to commence such leave; or

13.4.2.2. if it is not reasonably practical to do so, as soon as is reasonably practical.

## 14. ABSENCE FROM DUTY DUE TO INJURY ON DUTY

14.1. Special sick leave may be granted to an employee who is absent from duty due to:

14.1.1. an injury sustained in an accident arising out of and in the course of his/ her duties, or

14.1.2. a disease contracted in the course of and as a result of his/her duties.



- 14.2. Special sick leave with full pay will be granted for the period he/she is incapacitated for duty, or special sick leave will be granted with pay equal to the difference between full pay and the compensation payable to him/her in terms of the Compensation for Occupational Injuries and Diseases Act (1993) in the form of periodical payments of his/her monthly earnings.
- 14.3. Special sick leave will not be granted if injury in an accident is attributable to the serious and wilful misconduct of the employee.
- 14.4. An employee who is granted special sick leave must submit a medical certificate that indicates the nature of the injury or illness and the period necessary for recuperation. Special sick leave will only be granted for a period recommended by a medical practitioner who will also be expected to recommend medical boarding if the special leave granted becomes too extended and disrupts work in the organisation. PERX reserves the right to seek a second opinion.
- 14.5. Special sick leave granted will not impact on the employee's sick leave and will not be taken into account in the calculation of sick leave or any other leave.
- 14.6. A leave application on Employee Self Service electronic system, with the supporting documentation from a medical practitioner must nevertheless be completed for the period of absence and it must be indicated clearly that it is special sick leave.

## 15. UNAUTHORISED ABSENCES

- 15.1 Unauthorized absences from duty will, apart from any disciplinary action that may be taken against an employee, be regarded as absence without pay.
- 15.2 Absence must be reported to the employee's manager and/or supervisor as soon as possible on the day of absence and such reporting must be done by way of a telephone call. Whatsapps and SMSs will only be accepted in the case that the employee cannot get hold of his or her manager and/or supervisor by way of telephone call and can show that he or she made all reasonable efforts to do so.
- 15.3 Employees may be requested to provide an explanation in the case where absence was not reported prior to the employees expected commencement time or within thirty minutes thereafter.
- 15.4 Employees are strongly advised to obtain their manager and/or supervisor's direct cell phone number so as to enable them to contact and/or reach out to their manager and/or supervisor in compliance herewith.

## CHAPTER 10

## 16 RETAIL STAFF/ SHIFT WORKERS:

- 16.1 Retail workers may be required to work overtime from time to time subject to 16.2 and 16.3 below.
- 16.2 Overtime will be only be worked according to the business requirements and may only be worked once approved by the relevant Manager and therefore any employee will only be entitled to overtime pay for overtime worked which was properly approved.
- 16.3 Normal shift work will take precedence over overtime.
- 16.4 It is the responsibility of each employee to keep informed of and to acquaint themselves with the allocated shift schedules/rosters timeously in order to ensure that they report for duty in line therewith.
- 16.5 If an employee has any objection to working during an allocated shift this is to be timeously communicated to his or her manager and/or supervisor prior to the shift schedule becoming finalized, failing which the employee will be deemed to have accepted the shift schedule and will be expected to report for duty in terms thereof.
- 16.6 The provisions above relating to leave, punctuality and absenteeism apply to retail/shift workers and therefore any unwarranted, unauthorized, un-communicated lateness and/or absenteeism with regards to the roster system and any failure on the part of an employee to report reasons lateness and/or absenteeism to his or her manager and/or supervisor will result in such employee being subjected to the disciplinary procedures outlined above.
- 16.7 Retail staff are to behave in a professional manner at all times while on duty, paying particular attention to professionalism during interactions with customers whether such customers are those of Perx or whether they are customers of any of Perx's clients.
- 16.8 Retail staff are to, at all times, be mindful of upholding the Company's reputation when dealing with the Company's clients and when performing duties within Client's stores and/or venues and at any event involving the Company or its clients or when promoting any client's/ retailer's brand. Employees and are to ensure to conduct themselves in a manner which respects the brand of the Company and any of its Clients which requirement includes strict adherence to the dress code outlined under clause 17 herein.

## CHAPTER 11

## 17 DRESS CODE

17.1 All Perx Employees are required to adhere to the following dress code policy:

17.2 Each employee, as well as all managers and supervisors, are to ensure that this dress code policy is adhered to at all times, particularly whilst any employee wears a uniform in the public view, be it during working hours or after such working hours.

### 17.3 GENERAL

17.3.1 All employees must ensure that they are neat, presentable and well groomed when on duty and at all times when wearing a uniform.

17.3.2 All clothing worn by employees should be clean and in a state of good repair and free of any rips, tears or holes.

17.3.3 Employees are not permitted to wear t-shirts, shorts, ripped jeans, flip-flops, trainers or sneakers whilst on duty.

### 17.4 TATTOOS AND JEWELLERY:

17.4.1 Jewellery should not be excessive and must be limited to simple modest pieces.

17.4.2 Visible facial and body piercings, besides simple modest earrings, are not permitted and must be removed before reporting for duty.

17.4.3 Tattoos in general are to be appropriately covered and should not be visible to the general public.

17.4.4 Should an employee be in doubt surrounding whether the showing of a certain tattoo is permissible or not such employee is to obtain written approval from his or her respective manager and/or supervisor.

### 17.5 HAIR, BEARDS AND NAILS

17.5.1 Each employee's hair and finger nails are to be kept clean, neat and tidy at all times.

17.5.2 Beards should be kept short and neatly trimmed.

17.5.3 In the event that a longer beard is required to be worn for purposes of an individual employee's religion, then and in that event, the employee will be permitted to wear a longer beard provided it is kept clean, neat and tidy provided that written approval is obtained from such employee's supervisor and/or manager.

#### 17.6 RETAIL STAFF/ STAFF REQUIRED TO WORK IN UNIFORM

17.6.1 All Perx staff which are, for whatever reason, required to work in uniform or which are stationed for duty within a client's store are required to comply with the aforementioned requirements, as well as the following:

17.6.1.1 Any allocated dress style and/or uniform is to be worn in the correct manner as is required to uphold and respect any brand which the staff member is promoting in operation of his or her duties and at all times when such uniform and/or branding is worn in public.

17.6.1.2 Uniforms are to be neatly ironed and clean at all times.

17.6.1.3 Staff are required to give due consideration to the color scheme of the client's branding and/or uniform and to ensure that any accessories compliment such brand and do not clash with it.

17.6.1.4 While employees are in uniform, whether on duty or not, they are to ensure that the Company and its client's and/or any promoted retailer's brand and reputation is being upheld and respected, which includes but is not limited to the following:

17.6.1.4.1. Employees are to act in a professional manner while promoting any brand and/or conducting any of their duties in a client's /retailer's store;

17.6.1.4.2. Any behavior, on the part of employees while he or she is wearing such uniform described herein, which may be deemed to be or interpreted as (by managers and/or the general public) disruptive, unbecoming or unprofessional, in any way, will be deemed to be an offence.

