

(Cooperative Name)

HUMAN RESOURCE POLICY

[Document subtitle]

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1.0 OVERVIEW

This document is designed to acquaint all employees with(Name of Cooperative) human resource functions and to provide information about working conditions, benefits, and policies.

Employees are responsible for reading, understanding, and complying with the provisions of this policy. The(Name of Cooperative) objective is to provide employees with a work environment that is conducive to both personal and professional growth, and that is structured to allow for the sound governance and optimal operation of the(Name of Cooperative).

1.1 Objective

The Cooperative shall endeavour to work within the provisions of the Employment Act and Industrial Relations Act.

1.2 Purpose

The main purpose of this policy is:

- 1) To regulate the human resource function of the Cooperative.
- 2) To promote fairness in staff opportunities and recruitment.
- 3) To outline procedures to be followed in staff recruitment, administration, and termination of service.
- 4) Outlining general staff benefits and incentives.
- 5) Outline Disciplinary and grievance procedures.

2.0 DEFINITIONS

“Manager/Officer” means the Cooperative authorized person in writing by the Board of Directors/Management committee to exercise the authority of the management and affairs of the Cooperative.

“Board of Directors” means the Management Committee or the governing body of the Cooperative. The two phrases are used interchangeably to mean the “governing body” where the affairs of the Cooperative are entrusted.

“Employee” means any officer of the Cooperative whose work designation may be determined by way of a letter of appointment or by terms of a contract of employment, whether permanent or on a provisional basis.

“Leave” means the authorized absence from duty of an employee.

“Duty station” means where an employee has been posted to work on a daily basis.

“Immediate family” means in relation to an employee such as employee’s husband/wife, children (adopted, natural and step-children), brothers, sisters, half-brother, half-sister, parents and parents-in-law.

Interpretations used in these terms and conditions of employment have the same meaning as defined in the Employment Act and Industrial Relations Act.

3.0 GENERAL

- 1) All employees must have written and signed contracts in their individual files. All contractual documents (copies) relating to the Manager/Officers must be kept in the safe under the custody of the Board and sealed.
- 2) Employees must provide their personal information; qualifications and any other information and it must be filed and kept in a lockable drawer /electronic file/e-filing accessed by the Manager/Officers only.
- 3) All employees should furnish the Cooperative with their bank details for purposes of remitting their salary.
- 4) All employees must have a job description, signed and filed clearly indicating the reporting lines.
- 5) All employees should furnish the Cooperative with a Medical Report duly certified by a Medical Doctor registered with Eswatini Nursing Council.
- 6) All employees should furnish the Cooperative with a Police Clearance Certificate.

4.0 EMPLOYMENT OF STAFF

- 1) The employment of Manager/Officer at(Name of Cooperative) shall be done by the Board. However, the Manager/Officer shall hire subordinate staff after the approval of the Board.
- 2) The Manager/Officers must submit a manpower requisition to the board.
- 3) All vacant posts at(Name of Cooperative) shall be advertised internally / externally and prospective candidates shall apply through the Manager/Officers's office. All application letters should be recorded upon receipt and correspondence email(s) shall be included in the advert **(Customise)**.
- 4) The short-listing of candidates should be done by the Manager/Officers in liaison with the Treasurer. In the case of Management posts, the Board shall do the short- listing.
- 5) Security checks, credit records and references should be checked by the Manager/Officers for all short-listed candidates.
- 6) Management shall develop a check-list for interviewing candidates which must be filed together with other employees. The other candidate's check-lists should be kept in a different file for 6 months thereafter.
- 7) Feedback should be given to the unsuccessful candidates within 14 days after the appointment is concluded.
- 8) On engagement, the successful candidate/s shall sign terms and conditions of service which are following the National Labour Laws.

5.0 TERMS AND CONDITIONS OF SERVICE

5.1 Working hours (Customise)

a) Normal working hours

- 1) Normal working hours, Monday to Friday would be eight hours a day from 8:00am to 5:00pm. Saturday shall be five working hours from 8:00 am to 1:00 pm.
- 2) All staff should sign in and out in the attendance register.

b) Tea/lunch break

- 1) A tea break shall be 15 minutes
- 2) A lunch break shall be one (1) hour. These breaks (tea & lunch) shall be scheduled to ensure uninterrupted service to clients.

c) Overtime

- 1) Overtime should be authorised in writing by the Manager/Officers and no overtime claim will be entertained without prior authorization.
- 2) Incidental overtime should be reported to the Manager/Officers/Immediate supervisor
- 3) Overtime should be submitted in a claim form duly signed by the supervisor.
- 4) The overtime will be paid at the following rates:
 - a. Monday to Saturday- 1.5 times the hourly rate
 - b. Sunday and public holidays -2 times the hourly rate
- 5) Senior Managers/Officers shall **not** be entitled to overtime;
- 6) However, time off in lieu of overtime worked, may be allowed/given by mutual consent between the employee and Manager/Officers/Supervisor.
- 7) Acting allowance shall be fixed at 20% of the employee's basic salary for the current position and shall be paid on monthly basis.
- 8) Acting period for any position shall not exceed 6 months.

5.2 Induction/Orientation

Every new employee shall be subjected to an internal induction by the Manager/Officers/supervisor concerned so as to adjust to the new social and work environment in the Cooperative within one month of such appointment. Induction forms must be completed and signed by both parties.

5.3 Probation

- 1) Employees holding management position shall serve a probation period of six (6) months
- 2) All other employees shall be on probation of three (3) months
- 3) After satisfactory completion in all cases of the probation, the employee shall be confirmed in to the position.
- 4) However the probation period may be extended when the performance is not satisfactory but there is potential for improvement. The probation should not exceed one year for management and six months for other employees. The employee has to be informed in writing about the extension.

- 5) Confirmation in appointments shall be subject to availability of a positive appraisal of the employee. **See appraisal form.**
- 6) If the performance is not satisfactory and there is no room for improvement, the employee's services shall be terminated before completion of the probation without giving notice.

5.4 Promotion

- 1) All vacant posts shall be advertised internally and externally without prejudice to the employees who may respond to such advertisements.
- 2) Where appropriate, promotions will be based on the following conditions:
 - a) The employee's past record of performance, potential for further development and the initiative the employee has demonstrated in preparing for more responsible positions.
 - b) Positive performance appraisal report
 - c) Relevant qualifications
 - d) Related work experience and skills
 - e) Seniority
- 3) The Manager/Officers recommends promotion to the Board for approval.

5.5 Provident/Retirement Fund

- 1) All employees shall remain members of the Eswatini National Provident Fund that is a statutory requirement and the Cooperative is compelled to make deductions and contributions towards the fund. Non-Swazi citizens are not required by law to be members.
- 2) All employees are required to join the cooperative retirement fund.

5.6 Workman Compensation

- 1) All employees are covered by the Workman Compensation Act, which provides for compensation for injury suffered whilst on duty or travelling from/to work.

5.7 Public holidays

- 1) The Cooperative shall observe all public holidays and any other as may be gazetted by Government from time to time.
- 2) Employees that are required to work during public holidays shall be paid a rate twice the hourly rate or shall be given a day off in lieu of working on such a public holiday. The method of compensation shall be an agreement between the Cooperative and the employee.
- 3) The following are the gazetted holidays:
 - a) New Year
 - b) Good Friday
 - c) Easter Monday
 - d) King's Birthday
 - e) National Flag Day
 - f) Labour Day
 - g) Ascension Day
 - h) Public holiday
 - i) Reed Dance
 - j) Independence Day

- k) Christmas Day
- l) Boxing Day
- m) Incwala Day

5.6 Dress code (**Customise**)

- 1) All employees are expected to dress appropriately, presentable and in a professional manner.
- 2) Males in management positions shall wear formal trousers and shirts respectively.
- 3) Females in management positions shall wear formal dresses, skirts or trousers with a formal top.

5.8 Visitors

- 1) Visitors shall report to the reception desk and be routed to the person concerned or be informed to meet the visitors at the reception area.
- 2) Private visitors shall be short and brief as they shall not be allowed to enter into the business area.
- 3) The receptionist shall escort and introduce the official visitors to the employee concerned.
- 4) The receptionist shall ask the visitor about his/her purpose of the visit.
- 5) There shall be a visitors log book and must be signed by the visitor and the staff concerned.

5.9 Remuneration policy

- 1) The purpose is to establish pay levels, to ensure that the needed man power and skills may be attracted and retained.
- 2) To assign each employee within the Cooperative to a salary range that relates pay appropriately to the employee's duties and responsibilities so that differences in pay levels are consistent with differences in levels of responsibilities, duties and performance.
- 3) Salary has to match the performance of that particular employee.
- 4) Benefits are in recognition of good performance.
- 5) Ensure that all employees receive equal pay for work of equal value.

5.10 Salary review (**Customise**)

- 1) The cost of living shall be awarded to employees after approval by the Board **annually** based on the official declared inflation rate by the Eswatini Government provided that it is viable to do so.
- 2) The salary structure will be reviewed every years, unless there are major economic changes in the market rates before then.
- 3) Creation of new post/s and grading of such shall be crafted by the Manager/Officers and recommended to the Board for consideration and approval.
- 4) Part-time employees/ trainees and casual worker's pay rates shall be determined by the Manager/Officers and recommended to the Board for deliberation and approval thereof.
- 5) Any employee who may have a grievance (s) pertinent to his/her salary shall raise the grievance not later than three (3) months from the time of the first incident, and such shall be raised in accordance to the grievance procedure. Should the employee fail to raise that grievance within the above time period, it shall be concluded that all conditions pertinent to the salary are acceptable to the employee.

5.11 Pay periods

- 1) The Cooperative pay date shall be on monthly basis. The pay date shall be the of every month, payable on the previous day if the falls on a non-working day.
- 2) Hourly rates will apply where practicable.
- 3) Salary shall be made out in the name of the employee only.

5.12 Salaries and wages

- 1) The Finance Officer/Treasurer should prepare the payroll on the basis of the number of employees and their current pay scales and submit it to the Manager/Officers/Treasurer for checking three (3) days before the actual pay day.
- 2) All input data, including overtime, should be authorized by the Manager/Officers and approved by the Treasurer.
- 3) The Finance Officer should after the salary schedule has been checked by the Manager/Officers and approved by the Treasurer, generate a salary requisition voucher to be authorized or approved for payment by any two signatories of the Cooperative.
- 4) All staff salaries should be transferred to their bank accounts. No salary should be paid in cash except for casual labour on daily pay.
- 5) The pay slips and the disbursement book should be given to the Manager/Officers for disbursement. All employees receiving salaries should acknowledge receipts by signing the salary book.
- 6) The Cooperative may provide medical aid/assistance on terms and conditions to be agreed upon between the employer and employee.

6.0 LEAVE POLICY

6.1 Annual leave (Customise)

- 1) Upon completion of probation period and confirmation, an employee is entitled to an annual leave.
- 2) The leave year of the Cooperative is to of the succeeding leave year.
- 3) The Manager/Officers will generate a yearly leave planner for all employees.
- 4) All annual leave application forms should reach the immediate supervisor within **30 days** before the due date. The employees shall be entitled to 20 working days and 25 working days leave for senior management.
- 5) After **five** (5) years of continuous employment with the Cooperative the employee shall be entitled to **2**(two) additional leave days per annum.
- 6) All leave days should be utilized within the leave year. If an employee on his/her own volition decides not to utilize the entitlement shall have his /her leave days forfeited.
- 7) Subject to the work pressure the unutilized leave days may be carried forward to the following leave year, but should have had a prior approval of the Manager/Officers/Board. Leave carryover should be used within first **six** (6) months of the following leave year after which it shall be forfeited.
- 8) The Manager/Officers should encourage employees to utilize their leave days in order to maintain the leave liability at low levels.

- 9) Subject to the demands of service, the Cooperative may recall an employee from leave, in which case the employee will be credited with the unused portion of leave days and will be allowed to take it later.
- 10) An employee is not allowed annual leave during the period he/she is away on authorized study leave.
- 11) An employee should not take any other employment for remuneration whilst on leave.
- 12) If an employee dies in service and at the time of his/her death has some leave days outstanding to his/her credit; the value of such leave shall be paid to his/her estate.
- 13) Employees of the Cooperative would be entitled to all approved public holidays including those to be announced.
- 14) The Manager/Officers should generate a leave liability report and present to the board on quarterly basis.

6.2 Compassionate Leave

- 1) A compassionate leave of up to **seven (7)** days per incident shall be given to an employee who has lost a member of immediate family as defined by this policy.
- 2) A widow is entitled to one calendar month leave upon the death of her husband.
- 3) Family responsibility leave of **three (3)** working days per leave year shall be granted for any urgent domestic commitment, such as hospitalization of a member of immediate family.
- 4) In the case where the employee decides to add annual leave during a compassionate period, the compassionate leave application conditions shall apply.

6.3 Sick Leave (Customise)

- 1) Entitlement to sick leave is subject to production of a doctor certificate submitted to the Manager/Officers not later than two days after Doctor's Signature, which will always be supported by an official stamp endorsement. The employee must inform his/her immediate supervisor or Manager/Officers within one day of sick note issue.

6.4 Maternity / Paternity Leave (Customise)

A Female employee of the Cooperative whether married or not married who has been in continuous employment for twelve (12) months or more shall be entitled to maternity leave on the following conditions:

- 1) A certificate issued by a medical practitioner must be submitted to the Manager/Officers.
- 2) A certificate issued by a medical practitioner or a mid-wife setting forth the expected or actual date of confinement.
- 3) Maternity leave shall be three (3) months from the date of confinement, with the proviso that the leave shall be only if there is an interval of two years between confinements.
- 4) An employee who suffers any illness arising out of confinement shall be granted sick leave, in addition to the maternity leave which she is entitled, such additional sick leave shall not exceed six weeks.
- 5) A Male employee of the Cooperative whether married or not married who has been in continuous employment for **twelve (12)** months or more shall be entitled to paternity leave of (.....) days on the following conditions:
 - a) A certificate issued by a medical practitioner must be submitted to the Manager/Officers.
 - b) Any proof of fatherhood to the born child.

6.5 Study Leave (Customise)

Study leave with pay will be granted on the following conditions:

- 1) Study leave would be granted for a maximum of, an employee would be entitled to a full pay for the first months and the remaining months
- 2) An officer on study leave is not entitled to annual leave.
- 3) Study leave without pay would be granted on the following conditions;
 - a) An employee that has not been nominated but the course may be relevant to the Cooperative to a maximum of
 - b) No study loan may be granted to the employee if the Cooperative will not be able to deduct from salary.
 - c) The period of study is not leave-earning but the position will be retained.
 - d) The period of study without pay shall not count as pensionable service unless the employee makes the monthly contributions from his/her personal pocket/sources.
- 4) Study leave with pay for an approved part-time course shall be given on the following conditions:
 - a) One day per paper if paper is written outside working hours.
 - b) **Two days** per paper (1 day for study and the other for writing) if the exam takes place during working hours.
 - c) per year for purposes of attending compulsory study classes if that forms part of the curriculum.
 - d) Anything beyond the above will not attract **any pay** by the Cooperative.
 - e) **One day** would be allowed to attend her/his graduation ceremony.
- 5) It is the responsibility of the officer to bring to the Manager/Officers's attention before registering for a course/qualification, that the curriculum of the course will require leave for the specified duration.

7.0 TRAINING AND CAREER DEVELOPMENT POLICY (CUSTOMISE)

The Cooperative may provide relevant training opportunities subject to availability of funds. Any confirmed employee with more than a year continuous employment may qualify to be nominated for a study course. Also, to employees who wish to take up a course of study which is relevant to their career, and deemed to be of immediate benefit to the Cooperative and has been agreed between the officer concerned. However courses not recognized by the Cooperative shall not be funded. Conditions to be followed when an employee is being nominated shall be as follows:

- 1) A proper training needs and needs assessment must be undertaken on an annual basis.
- 2) Training plan has to be developed by the MANAGER/OFFICERS and approved by the Board.
- 3) Nomination for training must be guided and informed by training plan.
- 4) If the duration of the training is six months or more the employee has to sign an agreement that would work for the Cooperative for not less than **three years (3)** on completion of the course before he/she can resign from the Cooperative. If the employee resigns before the 3 years, He / She shall compensate the Cooperative an amount equivalent to the number of remainder months to cover the full 3 years period. This rule does not apply to employees that are on contract.

- 5) The Cooperative will pay for all expenses for the chosen course and the payment shall be made direct to the training institution. If the course is sponsored, the Cooperative will pay for other direct expenses the sponsor is not paying for.
- 6) An employee who is on continuous study leave for three months or more is entitled to full pay for the first three months and half pay for the remaining period up to six months.
- 7) The employee will be required to submit a record of progress reports from the training institution to the MANAGER/OFFICERS of the Cooperative every after each examination.
- 8) Upon completion of the course the employee has to submit written reports, results and certificate from the training institution. Should he/she fail the course the cost of repeating will be his responsibility and the period of repeating would be without pay.

7.1 Study loans (Preamble)

- 1) The study loan shall be based on relevance of the course to the operations and needs of the Cooperative and subject to the availability of funds.
- 2) The loan would be once the employee submits a written proof of admission. Payment would be made in the name of the training institution.
- 3) Only one study loan will be granted to an employee at a time depending on capacity of the employee to repay.
- 4) Should the officer fail the term/ year/ subject, the cost of repeating will be his/her responsibility.
- 5) The employee will be required to submit progress report from the training institution to the Manager/Officers after each examination before any further amount can be loaned towards the continuation of the course.
- 6) The study loan shall attract an interest rate of on a reducing balance, subject to review from time to time.
- 7) Completion of the course does not guarantee automatic promotion but the qualification can be advantageous should there be vacancies.

7.2 Repayment of study loan

- 1) Repayment of the study loan shall commence in the next pay following granting of the loan.
- 2) The repayment shall be made over a maximum of 30 months.
- 3) Qualifying amount shall be determined by the salary, amount requested and period of service.
- 4) The study loan will cover:
 - a) Registration fees
 - b) Tuition fees
 - c) Textbooks/ stationery as prescribed by the training institution in writing and
 - d) Other incidental expenses.

8.0 PERFORMANCE APPRAISAL POLICY

- 1) An appraisal is designed to measure the strength and weakness of the employee's performance in the work hired to do as defined in the employee's job description.
- 2) To determine how able a probationer is in the job so to ascertain if he/she qualifies for confirmation to permanent staff.

- 3) To ensure that an employee succeeds in accomplishing the job task and other responsibilities. It also gives feedback to the employee on how well he/she is performing, to reveal training needs.
- 4) Identify the employee's weakness in order to decide what can be done to help improve his/her performance.
- 5) All newly engaged employees shall, on completion of their probationary periods, be subjected to a performance appraisal exercise.
- 6) All permanent employees shall be liable to performance appraisal both on regular, and where necessary according to the immediate supervisor's observation on quarterly basis, conduct performance appraisals with the subordinate concerned.
- 7) The employee concerned shall be given an opportunity to sign the completed appraisal form so as to indicate that its contents has been read to him/her and understood.
- 8) The criteria to appraise shall not be top to bottom but rather bottom to top. Manager/Officers / supervisors should guide employees in creating their performance objectives and also during evaluations of such.

9.0 DISCIPLINE AND TERMINATION OF SERVICE

9.1 General

Discipline is any action taken by the Management in respect to any breach of the implied and expressed contract of employment, or any unsatisfactory worker's behaviour or performance with the objective of improving and maintaining employees' behaviour and performance.

The Board/Manager/Officers shall be responsible for maintaining discipline within the working station. The appropriate levels of authority will take various forms of disciplinary action.

9.2 Objectives

- 1) To ensure that the disciplinary action is standardized and consistent.
- 2) To correct misdemeanours which interfere with the operations of the Cooperative.

9.3 Procedure

- 1) Disciplinary action shall be taken immediately.
- 2) All disciplinary cases shall be monitored to ensure consistency and that correct standard of disciplinary action is being utilized.

9.4 Disciplinary Hearing

- 1) A disciplinary hearing shall be convened to deal with severe cases of indiscipline in order to protect the interest of(Name of Cooperative).
- 2) Disciplinary action shall be taken in at least the following cases, which may or may not have been subject to warnings of the kind prescribed.
 - a) Repeated inexcusable or refused to obey legitimate orders and instructions.
 - b) Intolerable rudeness in general behaviour.
 - c) Being under influence of alcohol or drugs during working hours.
 - d) Stealing or converting for his own use any property of the Cooperative.

- e) Failure to account for funds or money or assets belonging to(Name of Cooperative) and or misappropriation of the same.
 - f) Submission or generating falsified documents and committing any fraudulent activities.
 - g) Any criminal offence committed, which results in conviction in a Court of Law.
 - h) Failure to observe and follow the Cooperative's policies and procedures.
 - i) Bringing the name of the Cooperative into disrepute.
 - j) Bribery, collusion and any acts of dishonesty.
- 3) The Board shall constitute a Disciplinary Committee or may assign an independent Chairperson to conduct a disciplinary hearing through the Manager/Officers.
 - 4) The accused shall be asked to answer the charge and shall be permitted to make any pertinent comments he/she may wish.
 - 5) After the hearing the employee shall be informed that he/she will receive the decision of the Board/ Chairperson within **seven** days.

9.5 Types of Discipline

- a) **Verbal reprimand** - a verbal reprimand may be given by the person's supervisor in private for minor offences. Such a reprimand will not become part of a person's file and therefore the matter is closed when the constructive two-way discussion has been finalized.
- b) **Letter of reprimand** - when a more serious offence occurs the supervisor will write a letter to employee stating the offence and warning him/her against further misbehaviour. A copy of this letter will be retained in his / her personal file.
- c) **Suspension** - an employee may be suspended as per the Industrial Relations Act depending on the seriousness of the offense. Normally, the employee will be permitted to carry out his normal duties whilst his case is being investigated. In some cases, however, it may be necessary to ban the person from the premises until the case has been investigated. In such an instance the employee will be notified in writing with pay depending on the gravity of the offence.
- d) **Dismissal** - dismissal will only be used when all other corrective actions have failed, are not applicable or if it is the only remedy available to be applied.

9.6 Causes for Immediate Suspension Pending Investigation

Some specific regulations must be instituted in order to ensure that(Name of Cooperative) funds and assets are protected at all times. Any violation of these rules by the staff is illustrated by suspension or dismissal; -

- 1) Falsifying information to obtain employment, additional pay, or other compensations.
- 2) Stealing(Name of cooperative) funds, materials, equipment, or personal property of fellow workers or collaborating with anyone else to commit such an offence.
- 3) Introducing, possession or use of intoxication liquor or habit forming drugs on the Cooperative premises or drinking or drunkenness during working hours.
- 4) Driving(Name of Cooperative) vehicles / machinery while under the influence of alcohol or habit - forming drugs.

- 5) Insubordination or wilful disobedience of instructions or direction issued by supervisors.
- 6) Using profane or abusive language towards fellow staff members, customers, (Name of Cooperative) officials, fighting and threatening bodily harm.
- 7) Wilful negligence or dereliction of duties.
- 8) Wilful concealing whilst on duty of any known infectious, contagious or communicable or physical disability.
- 9) Misrepresentation of reports / information to management or superiors.
- 10) Wilful damage of (Name of Cooperative) equipment or property.
- 11) Operating (Name of Cooperative) equipment on your personal undertakings without permission e.g. vehicles, machinery.
- 12) Accepting bonuses, gifts, gratuities etc., from outside suppliers or members as an incentive for grant of loans or orders or any other legitimate service.

9.7 Causes for Disciplinary Action

- 1) Inefficient performance of duties.
- 2) Failure to be at the assigned working place at the designated starting time.
- 3) Absence from assigned work or working place or from work area, between designated starting and quitting time without notice to, and permission from supervisor or divisional heads.
- 4) Failure of a person unavoidably prevented from reporting for work, to notify the supervisor promptly stating his reason for absence.
- 5) Any Breach of the Cooperatives Policies and Procedures.
- 6) Failure to use reasonable care in protecting property.
- 7) Failure to observe regulations for accident or fire prevention, good office keeping and sanitation.
- 8) Deliberate loitering on the job, idling in washrooms and elsewhere, on needed private conversation with other staff and friends.
- 9) Unauthorized soliciting of any kind during working hours.
- 10) Failure to record in authorized receipts, invoices and all official documents used in the Cooperative.

10.0 WORK ENVIRONMENT

10.1 Visitors

Private visitors are not allowed to make use of(Name of Cooperative) property.

10.2 Purpose

1. To maintain order and good working environment free of noise, nuisance and general disturbances.
2. To up step the level of security and discourage trespassing.
3. To provide courtesy to official visitors and avoid delays and disappointments.

10.3 Objectives

To maintain reasonable health and safety standards as well as to boost the moral/self-esteem of the employees and to create a good image of the Cooperative.

10.4 Grievance and Dispute Procedure

- 10.4.1 This procedure shall be used in all cases where an employee or group of employees have a grievance or dispute to submit to the Cooperative's Management/Board prior to any report being made to the Commissioner of Labour or CMAC and shall further constitute part of the terms and conditions of employment under which an employee is engaged.
- 10.4.2 For the process of this procedure, a reference to an employee means an employee of(Name of Cooperative) and means a person engaged on a permanent or temporarily basis or on contract basis.
- 10.4.3 **Definition** - A grievance means a complaint in writing presented in accordance with this procedure made by an employee in his own behalf or by two or more employees means any grievance over:
- a) The entitlement of any employee or group of employees of any benefit under a contract of employment or under any collective agreement which may have been entered into at any time.
 - b) The appointment, employment, re-employment or re-instatement of any person or group of persons.
 - c) The application to any employee or group of employees of any law in Eswatini relating to employment.
 - d) The terms and conditions of employment of any employee or physical conditions under which an employee may be required to work.
- 10.4.4 **Definition** - A dispute means a formal complaint submitted to the final level in this procedure by an employee, staff committee, as the case may be and means any dispute over:
- a) Terms and conditions of employment.
 - b) The recognition or non-recognition of an organization seeking to represent employees in the determination of their terms and conditions of employment.
 - c) The negotiation of terms and conditions of employment being dealt with in the Joint Negotiating Committee.

10.5 Procedure

Except as otherwise provided in this procedure and taking into consideration the reporting relationship at(Name of Cooperative), a grievance in writing shall be processed by recourse to the following steps:

- 10.5.1 An employee or employees and his/her representative desiring to raise a complaint with which the employee is directly and personally concerned with, shall in the instance discuss the matter with his /her supervisor shall attempt to resolve the issue.
- 10.5.2 If after a complaint has been raised with his/her supervisor, it appears that the matter will not be resolved to the satisfaction of the employee. The employee may raise the matter as a grievance in writing at level 1 in the procedure or in the level that corresponds to the reporting relationship directly above that of an employee.
- 10.5.3 The employee shall normally receive a reply to a grievance, at all level in the procedure, within 10 working days after the date of grievance is submitted at that level. Where such reason is not in satisfactory to the employee, he/ she may transmit the grievance at the next higher level in the procedure within 10

working days after that decision has been conveyed to him/her and to his/her representative in writing.

- 10.5.4 Management shall acknowledge receipt of the grievance form or the transmittal form, as the case may be, with the date at which it is received and with its signature on the form and shall give a duplicate to the employee with a copy to his/her representative.
- 10.5.5 Management shall use all means available, including but not limited to the consultation with the employee and his/her representative to decide the matter. Management may seek the advice and assistance of Industrial Relations and Consultation or Business Eswatini in the investigation and resolution of the matter.
- 10.5.6 Failing a reply from management within 10 days that a grievance is submitted at level 1to2, the employee may, within the next 10 days transmit the grievance at the next level of the procedure.
- 10.5.7 When management terminates the service of one or more employees because of any reason other than work performance, the requirements set forth in this procedure shall apply except that a grievance may be submitted at the final level only.
- 10.5.8 In any grievance submitted in accordance with this procedure, the decision made by the management in association with the Board shall be final and binding unless the grievance is a class of dispute that may be reported to the Commissioner of Labour/CMAC under the Industrial Relations Act.
- 10.5.9 Notwithstanding paragraph 10.5.8, a grievance may be referred to third party adjudication by mutual agreement between the aggrieved staff member and the management and after a decision on the grievance or dispute has been rendered at the final level procedure.
- 10.5.10 No action may be taken pursuant to paragraph 10.5.9 unless the employee has signified in writing.
 - a) Its approval of reference to adjudication and
 - b) Its willingness to represent in adjudication.
- 10.5.11 A decision rendered in adjudication shall be final and binding to all the parties.

10.6 General Principles

- 10.6.1 It is the policy of(Name of Cooperative) that all employees have the right to seek redress for grievances and the right to be represented and further, the Board must accept and reply all grievances; regardless that the grievance may be technically invalid or another avenue of redress may exist.
- 10.6.2 Management shall investigate fully and promptly act on each reported grievance taking into account the circumstances of each case and the principles of natural justice.
- 10.6.3 Management shall inform in the most convenient manner the employee(s) of the names and titles of the management representatives who are designated to receive and reply to a grievance.
- 10.6.4 Any or all the levels of the grievance procedure, except for the final level may be eliminated at the discretion of the Manager/Officers when it appears that

the nature and scope of the grievance are such that a decision cannot be given below a certain level in procedure.

- 10.6.5 An employee or group of employees who wish to lodge a grievance in writing may do so without fear or victimization and may be represented at each successive step in the procedure.
- 10.6.6 A grievance may not be represented in writing if more than 30 days have elapsed since the issue giving rise to the grievance first arose, save that the Manager/Officers may in any case where he/she considers it just, extend the time during which a grievance may be reported.
- 10.6.7 Any grievance in writing shall be submitted in duplicate using grievance form and shall include clear statement of nature and scope of dissatisfaction, identifying the circumstances, which gave rise to the grievance and the redress asked.
- 10.6.8 Management's response to a grievance which has been submitted in writing or transmitted using this procedure shall be in writing and shall provide a clear statement whether the grievance is upheld, partially upheld or denied and shall indicate reasons for the decision.
- 10.6.9 The time limit stipulated in this procedure may be extended by mutual agreement between management, the employee, where appropriate, his representative.

10.7 Hearing

The appropriate level may convene a hearing on any grievance or dispute which has been submitted in writing in that the burden of proof shall rest with the employee or staff committee.

10.8 Consultations

Nothing in this procedure affects the right of either management or employee to seek consultation at the appropriate level and in accordance with an arrangement that may be in place.

10.9 Amendments

The Board reserves the right to alter, replace any portion or all of this procedure in consultation with the management.

11.0 TERMINATION OF EMPLOYMENT

- 1) During any period of probation as specified above, either the Cooperative or the employee may terminate the contract of employment without notice as contained in the Employment Act 1980 as amended.
- 2) An employee who has completed his/her probationary period of employment, the minimum period of notice of termination of employment to be given to the employee shall not be less than one (1) month for ordinary employees and for Management it shall not be less than three (3) months.
- 3) Every employee shall give notice of resignation as set out in bullet 2 above.

- 4) The contract of employment may be terminated by either the employee or the Cooperative, paying to the other party in lieu of notice, an amount equal to the basic wages, which have been earned by the employee during the period of notice.
- 5) Services of the Cooperative employee may be terminated if the employee becomes incapable, by reason of some disease, disablement or infirmity of mind or body resulting in total failure to perform the work in an efficient and competent manner. This shall be regulated by the legislations of Eswatini at the time.
- 6)(Name of Cooperative) reserves the right to summarily dismiss an employee without notice for a misconduct, such as theft, drunkenness, physical fighting within the premises etc., as stated in this policy and or the employment act.
- 7) When a staff member resigns, suitable arrangement must be made for the repayment of any outstanding loans that he /she may have. Within the period that the staff member is serving his/her notice it must be confirmed to the Board in writing that arrangement has been agreed with the staff member for the repayment of any loan he/she may have. Agreed grievance handling procedures shall be signed by all parties on engagement. (grievance section)
- 8) Should an emergency vacancy exist, the Manager/Officers shall engage a relief officer while the normal procedure is followed.
- 9) Payment of terminal benefits shall only be carried out after the exit checks are done by the Board/ Manager/Officers, including the following: All property belonging to the Cooperative has been returned including uniforms, no pending cases that shall prejudice the Cooperative in place involving the leaving employee, all handover paperwork has been performed, signed and accepted by(Name of Cooperative) board.

12.0 EMPLOYEES ON FIXED TERM CONTRACT

- 1) An employee on fixed contract, upon the expiry of his/her employment contract, the employee's services shall be automatically terminated without notice.
- 2) Upon the expiration of a contract an individual who might be interested in a new service agreement, may forward an application letter or fill an application form which shall be provided by the Cooperative and shall be acceptable up to but not exceeding seven (7) working days after the last date of the employment contract.
- 3) Such application shall be handled in accordance to the employment procedure, section 1.5, where the Cooperative shall not be obliged to respond to applications and further reserves the right not to hire an applicant.

13.0 DEATHS

.....(Name of Cooperative) shall:

- 1) Only be involved in death if deceased was an employee.
- 2) Express condolences to the family of the deceased.
- 3) Inform the deceased's family of any formalities to be observed in order to secure any benefits they are entitled to.

14.0 RETIREMENT (Add content)

- 1) The normal retirement age for all staff members shall be 60 years. For permanent employees, a special consent can be allowed for early retirement from the age of 50 years.

- 2) Medical retirement will have to comply with the requirement of the Employment Act 1980 and any other relevant statutes.

15.0 AMENDMENTS

The provisions set off above comprises in whole, the terms and conditions of employment and any alterations, amendments and or variations thereto shall be of no force or effect unless agreed upon by the parties.

16. REVIEW

The policy shall be reviewed every after 3 years and or when the need arises.

15.0 APPENDICES

APPENDIX 1 - CLAIM RATES

Following that rates may change from time to time, before the policy and procedures document is reviewed, only the template has been illustrated in these section, see annexure for rates at each time period.

STAFF CLAIM RATES								
YEAR	Breakfast	Lunch	Supper	Transit allowance	Sleep out allowance	Board signatory 1	Board signatory 2	Date

APPENDIX 2 – DISCIPLINARY CODE

	Type of Misconduct	First Offence	Second offence	Third offence	Fourth offence
1.	Persistent late arrival/early departure absence without permission during working hours, procrastination, leaving own workstation.	Counselling	Written warning	Final written warning	Dismissal
2.	Unauthorised absenteeism	Written warning	Final written warning	Dismissal	
3.	Unauthorised absenteeism for a period of three days in a month	Dismissal			
4.	Defamation of character	Written warning	Final written warning	Dismissal	
5.	Abusive, insulting and derogatory language, behaviour, action or gesture	Final written warning	Dismissal		
6.	Incompetence or negligent discharge of one's work	Counselling	Written warning	Final written warning	Dismissal
7.	Failure to follow the Cooperative Bylaws, Directives or standing orders, policies and procedures	Final written warning	Dismissal		
8.	Causing the name of the Cooperative, fellow employee, customer or supplier into disrepute	Final written warning	Dismissal		
9.	Discourtesy conduct towards a colleague, superior, customer/client , supplier or a member of the public	Written warning	Final written warning	Dismissal	
10.	Sleeping on the job	Written warning	Final written warning	Dismissal	
11.	Possession, trading, using or being under the influence of alcoholic or narcotic substance during working hours	Final written warning	Dismissal		
12.	Insolent or insubordinate behaviour towards supervisor	Final written warning	Dismissal		
13.	Gross insubordination towards a supervisor- Refusal to obey or carry out a lawful instruction from a superior	Dismissal			
14.	Misuse of company's property, including vehicles	Final written warning	Dismissal		

15.	Failure to report damage to company vehicle or property and accident	Final written warning	Dismissal		
16.	Allowing company vehicle to be driven by unlicensed or unauthorised person	Final written warning	Dismissal		
17.	Failure to adhere to health and safety requirements	Written warning	Final written warning	Dismissal	
18.	Lying and concealment of information or defective work.	Final written warning	Dismissal		
19.	Reckless/negligent conduct of personal financial affairs i.e. unreasonable amounts of debt that ultimately affect the organization	Written warning	Final written warning	Dismissal	
20.	Abuse of authority, i.e. discharge of management responsibility motivated other than purpose of (NAME OF COOPERATIVE).	Final written warning	Dismissal		
21.	Breach of delegated authority	Final written warning	Dismissal		
22.	Negligent loss, unauthorized possession or misappropriation of (NAME OF COOPERATIVE)'s property, or property belonging to employees, customer or suppliers	Final written warning	Dismissal		
23.	Withholding information about misappropriation of company property by others or such attempted act	Final written warning	Dismissal		
24.	Attempting to conceal evidence of misappropriation or attempted misappropriation	Dismissal			
25.	Victimization, intimidation, assault or attempted/threatened use or discharge of dangerous weapons or devices.	Dismissal			
26.	Victimization/intimidation of witnesses or persons identified in terms of a disciplinary or investigative process	Dismissal			
27.	Theft of property belonging to (NAME OF COOPERATIVE), its employees, customer or suppliers	Summary Dismissal			
28.	Committed to prison	Summary Dismissal			
29.	Forgery, bribery and corruption or an attempt to do such	Summary Dismissal			

30.	Failure to report to or withhold knowledge on forgery, bribery and corruption or an attempt to do such	Final written warning	Dismissal		
31.	Making, publishing or giving to the press or any other person or organisation, a statement or any information concerning an employee, supervisor, the Cooperative, Members, its services, products, policies and etc which is confidential, false, vicious or malicious.	Summary Dismissal			
32.	False representation or withholding information which could influence continued employment of the employee.	Summary Dismissal			
33.	Falsifying, Altering records or documents	Summary Dismissal			
34.	Submitting to the Cooperative any false statements or documents including driver's license, qualification and medical certificate	Summary Dismissal			
35.	Submission of false evidence/statement in terms of a disciplinary process	Summary Dismissal			
36.	Wilful damage of company property	Summary Dismissal			
37.	Negligent damage to company property	Dismissal			

APPENDIX 3 - LEVELS OF DELEGATED AUTHORITY

	Disciplinary Action	Authority
1	Reprimand, oral and written warning	Immediate Supervisor
2	To undertake preliminary investigation	Immediate Supervisor
3	To prepare charge letter	Immediate Supervisor
4	Based on staff members' response, decision to pursue case	Immediate Supervisor/The MANAGER/OFFICERS
5	To suspend an employee	MANAGER/OFFICERS/ The Board
6	To decide what disciplinary measures should be imposed	MANAGER/OFFICERS/ The Board
7	To decide whether to refer case to the disciplinary committee	MANAGER/OFFICERS/ The Board
8	To make a decision on disciplinary committee recommendation	MANAGER/OFFICERS/ The Board

APPENDIX 4 - APPENDIX TO BE INCLUDED

- 1) Employment forms
- 2) Staff Performance appraisal & Evaluation form
- 3) Leave application forms.
- 4) Claim forms
- 5) Warning forms
- 6) Grievance, Dispute forms
- 7) Any other relevant forms

NB: This policy is subject to amendments from time to time, prepared and approved by the Board of Directors.

16.0 ADOPTION OF RULES

It is the consensus of the Board of Directors that the rules as presented and modified shall form the written Financial & Accounting and Board Compensation Policy of National Cooperative of Cooperatives Eswatini and shall be strictly followed by all stakeholders.

This Policy shall come into effect on thisDay of2021

Signed;

(Name of President)

(NAME OF COOPERATIVE) Board President

Date ____/____/ 202__

(Name of Secretary)

(NAME OF COOPERATIVE) Secretary
General

Date ____/____/ 202__