

Snapshot of South African Society

If South Africa were a village, what would it look like?

If South Africa were a single village with only 100 adult inhabitants, what would it look like? What would the people be like and what would they want from life?

Demographic characteristics and beliefs of the people in the village

In the village, there would be a balance between genders with half of the people being male and the other half female.

Age profile

Young people would make up the majority of the population with 52 out of the 100 being younger than 35. The average age of those in the village would be 36,51 years. One can therefore expect issues concerning younger people, like education, economic opportunities and development, to be of concern.

Age profile (%)

- 15–24: 27
- 25–34: 25
- 35–49: 26
- 50–59: 12
- 60+: 10

Population group profile

The population group profile did not change much over the last 16 years. Currently, three-quarters of the inhabitants of the village would be black, while the other quarter would be made up by representation from the minority population groups.

Marital status in 2012

- Single: 52
- Married: 32
- Living together: 8
- Widowed: 6
- Divorced/separated: 2

Language proficiency

Issues of language, language-group rights and interests, and the language of education got a lot of attention in the media recently. How multilingual are South Africans really?

Zulu, English, Xhosa and Afrikaans are the biggest home languages in the South African village, while the dominant position of English as the lingua franca when it comes to understanding and reading is clear: more than 9 out of every 10 people in the village would understand English, while 17 out of every 20 would also be able to read English.

Religion

Currently, 57 out of the 100 adults in the village would be Christian (either Roman Catholic or Protestant). In 2008, 73 out of the 100 villagers would have claimed to be Christian.

Religious group (%)

- Christian Protestant: 43
- Christian Roman Catholic: 14
- ZCC/Church of Shembe/African Independent Churches: 17
- Muslim/Islam: 2
- Hindu: 1
- Other: 1

- Refused: 3
- None: 19

Housing and socio-economic infrastructure of households in the village

Out of the 100, 13 would have one or more domestic helpers and 58 per cent would have children younger than 15 in the house. Almost half of the village would be made up of houses/cluster houses and townhouses, and a quarter would live in RDP or so-called 'matchbox' houses.

Type of house/structure (%):

- House/cluster/townhouse: 47
- RDP house/'matchbox': 23
- Squatter hut/shack: 12
- Traditional hut: 10
- Room in backyard: 2
- Flat: 2
- Hostel/compound: 1
- Other: 3
- 77 households would have tap water in the house or on the stand/in the yard (68 in 2008)
- 34 would have hot water from a geyser (31 in 2008)

Furniture, facilities and appliances in the household:

- 88 would have a television (70 in 2008)
- 84 would have an electric stove
- 80 would have a fridge and/or freezer
- 65 would have a DVD player
- 59 would have a flush toilet
- 46 would have a built-in kitchen sink
- 38 would have a washing machine
- 26 would subscribe to M-Net/DStv
- 18 would have a vacuum cleaner and/or polisher
- 18 would have a personal desktop/laptop
- 11 would make use of a home-security service
- 11 would have a landline telephone in working order (this is fewer than in 2008, when 17 would have had a landline telephone in working order)
- 9 would have a tumble dryer
- 9 would have a video recorder
- 4 would have a dishwasher

Modern communication and transport in the village:

- 8 in every 10 would have no internet access, while 6% would be able to access the internet at work, 6% at home and 13% via cellphone
- 83 would own, rent or use a cellphone (a slight increase from 2008 when 80 would have owned, rented or used a cellphone)
- Just more than 3 in every 10 (31%) would own or drive a motor vehicle (car/station wagon/bakkie/minibus):
 - 19 would have 1
 - 10 would have 2
 - 2 would have three or more motor vehicles

This would be virtually the same as in 2008, when 30 owned a motor vehicle.

Access to banking and financial services:

- 42 inhabitants would not use any banking service (this would be down from 2008 when 50 inhabitants would not have used any banking service). This time, 5% would have refused to give an answer.

The others would use the following services/products (%):

- ATM card: 35
- Savings account: 33
- Debit card: 13
- Cheque/current account: 8
- Credit card: 7
- Vehicle finance: 4
- Transmission account: 3
- Mzansi: 3
- Home loan: 3
- Investment account: 2
- Petrol/garage card: 2

Other financial services used would be (%):

- Funeral insurance: 27
- Life cover/policy: 14
- Medical insurance: 7
- Retirement annuity/pension plan or policy: 6
- Short-term insurance for vehicle, house, etc.: 5
- Endowment, investment/saving/education plan with or without life cover: 5
- Refused: 6
- None of these: 60

Based on these and other figures, the Living Standards Measure (LSM) distribution, which measures the proportion of the population experiencing various levels (LSM 1 is the highest and LSM 10 is the lowest living standard) in the village would be as follows:

LSM (%):

- LSM 1: 1
- LSM 2: 2
- LSM 3: 7
- LSM 4: 14
- LSM 5: 20
- LSM 6: 24
- LSM 7: 9
- LSM 8: 8
- LSM 9: 10
- LSM 10: 5

Employment, income and education in the village

Currently, just more than a third (36%) of the villagers would be employed (either full time or part time). In 2008, 42 would have been employed (full-time or part-time):

- Of the 36, 26 would be employed full time and the other 10 part time.

- Of the 36, 6 would be self-employed.
- Of the 36; 21 would be male and 15 would be female.
- Thus, 64 of the villagers would be unemployed, of whom:
 - 29 would be male; 35 would be female
 - 6 would be housewives, 14 would be students, 10 would be retired, 30 would be looking for work (thus 46% of those unemployed would be looking for work) and 4 would no longer be looking for a work opportunity
 - In 2008, 26 would have been unemployed and looking for work
- The average number of people earning money in each household would be 1,46.

Number earning money (%):

- Earn no money/students: 6
- 1: 51
- 2: 32
- 3+: 7
- Refused: 4

More than one in every five (22%) would have refused to share information about the household income and more than four in every ten (42%) would have a household income of less than R5 000 per month.

Income category (%):

- No income: 4
- Up to R999 per month: 6
- R1 000–R1 399 per month: 10
- R1 400–R2 499 per month: 10
- R2 500–R4 999 per month: 12
- R5 000–R9 999 per month: 11
- R10 000–R19 999 per month: 5
- R20 000+ per month: 4
- Refused: 22
- Don't know: 16

Education qualifications would probably need some attention, as 51 would not have matric (although we can assume that most of the group between 15 and 20 years old would still be at school).

Level of education (%):

- No education: 2
- Some primary/primary school completed: 14
- Some high school: 35
- Matric completed: 35
- Artisan certificate: 4
- Technikon/technical qualification/professional or secretarial qualification: 7
- University degree: 3

If the village consisted of voters only (those 18 years and older), the following would be true:

- 63 would vote for the ANC if there were an election tomorrow; 18 for the Democratic Alliance; 2 for the IFP; 1 for Cope; 2 for other parties and 14 would not know or would not say or would spoil their ballot papers.
- For 25, there would be no political party that represented their views (this would have been 20 in 2008).

- 52 would believe that children in South Africa have good future prospects.
- 40 would believe that race relations in the country are improving (14 say race relations are deteriorating).
- 45 would believe the country is going in the right direction and 33 would be saying it is going in the wrong direction.
- 56 would be saying that the government is doing very well or fairly well with the promotion of nation building in South Africa.

If we looked at South Africa as a whole, the current population distribution would be as follows:

Settlement type (%):

- Metro: 36
- City: 8
- Large town: 4
- Small town: 9
- Village: 4
- Rural: 39

Sources: Ipsos Khayabus, Demographic Detail, November 2011; Ipsos, Socio-Political Trends, January 2012; Ipsos, Government Performance Barometer, January 2012; Stats SA, Census 1996; <http://ipsos-markinor.co.za/news/if-south-africa-was-a-village-what-would-it-look-like> (accessed 22 October 2012)

Exhibit 2.14 Institute of People Management

The IPM strives to be the portal for thought leadership in people management and development. We wish to advance the profession and good practice in people management and development, at a local and government policy level.

We are primarily a membership body providing a range of benefits and services to members and non-members who are HR practitioners and business leaders and anyone involved or associated with the practice of human resources management and development. We have just obtained recognition as a professional body in South Africa from the South African Qualifications Authority, and approval of our new professional designations on the NQF:

- IPM Fellow (IPMF)
- IPM Professional (IPMP)
- IPM Associates (IPMA).

Source: Institute of People Management.

IPM is the first and largest institution of its nature in Africa and has both continental and international links through its affiliation to the African Federation of Human Resource Management Association and the World Federation for People Management Association.

We dedicate our efforts to providing knowledge and tools for strategic people development and leadership, which contribute to growth, profitability and sustainability of businesses. We offer a range of products and services specifically designed for HR professionals and people managers, including individual and corporate membership.

We believe that our effectiveness can and should be measured by feedback on relevance, accessibility, and quality of interaction with its members and strategic partners. Our operations are governed by our chief executive officer and an executive director who report to the board. Our board of directors are selected according to a set of carefully defined assessment and delivery criteria. The board operates on a two-year service term.

Our vision:

The portal to thought leadership in people management .

Our mission:

Providing members with easy access to the latest information, knowledge, expertise, training and development, systems, including processes and networks in people management.

Values:

Member-centric, integrity, advocacy.

Strategic themes and results

Member service excellence and satisfaction:

IPM will be an association of choice for all stakeholders and the value of IPM membership will be apparent and enhanced, and member satisfaction will be the rationale for member growth and retention.

Operational excellence:

We will strengthen our position of leadership in the provision of latest in information knowledge, expertise training and development systems and processes and networks in people management.

Strategic partnerships:

At IPM we believe that strategic partnerships are critical for delivery. It is through our partnerships with leading academic organisations and institutions, as well as government associations, that we are able to carry out our work and service the needs of all our stakeholders.

Our development as an organisation and the professional development we encourage in HR, are underpinned by the leading-edge thinking and direction co-created through these partnerships. This focus on strategic enabling partnerships will drive our aim of becoming the portal to thought leadership in people management.

We are committed to playing a coordinating role between members, potential members and all key institute stakeholders, business and government.

Source: <http://www.ipm.co.za/Default.aspx?tabid=76&tabindex=1> (accessed 20 March 2013)

Designations

1. Affiliate membership

This category of membership is open to anyone who has an interest or involvement in human resource management, as part of their business, profession or studies. Affiliate membership does not confer any professional designation.

2. Student membership

A student member:

- is any individual undertaking a course of study in human resources management or learning and development
- may be studying full-time or part time.

Student membership does not confer any professional designation.

3. Associate membership

An associate member:

- is involved with human resource management and development as part of their everyday business
- may be an academic or a junior practitioner following a course of study in HR and related fields. They may be specialists or generalists who play a supporting role in organisations and may occupy roles such as HR, and learning and development administrators, coordinators, officers, advisers, recruiters, trainers and roles in shared service centres.
- has at least two years of practical experience in human resources
- holds a minimum of a three-year IPM (SAQA) recognised diploma in the field of human resources
- is committed to advancing their own professional development so as to maintain, refresh and improve their knowledge, skills and the support and guidance they provide.

Associate membership confers the professional designation IPMA.

4. Professional membership

A professional member:

- holds a minimum of an IPM (SAQA) recognised undergraduate degree-level qualification or the equivalent knowledge, skills and experience as laid out by the IPM in terms of knowledge, experience, application and attitudes in human resources management and development;
- has at least five years of practical experience in human resource management and development;
- actively partners with the business as an expert in human resources and crafts solutions that enhance organisation performance and achieve strategic objectives, for the present but also to meet future anticipated needs;
- may be a generalist or a specialist, operating in management or in consulting, occupying roles such as manager, consultant or business partner, or deep specialist.
- is typically leading or managing and may be required to work across many areas of HR, as well as have deep insight into how HR impacts the wider organisation;
- is committed to advancing their own professional development so as to maintain, refresh and improve their knowledge, skills and the support and guidance they provide. They keep abreast of trends in both HR and business so as to provide insightful solutions to business challenges for the present and the future;
- champions the HR function within the business through providing insightful and professional HR consultancy services and by role-modelling professional behaviour as laid out in the IPM code of conduct.

Professional membership of the IPM confers the designation IPMP.

5. Fellow

A fellow of the IPM

- has already qualified for professional membership;
- is a visible leader in the HR profession, well known for strategic contribution to organisation performance, or for contribution to the body of knowledge surrounding human resource management and development;
- has significant HR expertise and is able to demonstrate impact at executive and board level
- is typically responsible for large projects of work over long time frames, whole functions, and is used to influencing and operating at board level, driving required change and making sense of complexity and ambiguity for the benefit of the business, its employees and the wider community;
- leads both the profession and the business through their deep knowledge of current and future people-related challenges facing business and the economy;
- shows a steadfast commitment to their own professional development and to advancing the development of employees and the organisation to meet both current and future challenges, as well as to the enhancement and credibility raising of the profession as a whole;
- acts as a role model and champions the profession through their eminent standing as well respected and credible leaders with a track record of tangible impact;
- contributes to the development of other HR professional by presenting at the conferences, delivering papers and by playing a mentorship role in the business and wider community.

Fellow membership of the IPM confers the professional designation of IPMF.

Source: <http://www.ipm.co.za/Default.aspx?tabid=200&tabindex=3> (accessed 20 March 2013)

Exhibit 2.15 South African Board for People Practices

SABPP is the HR professional body and statutory quality and standards body for the people profession.

The human resource profession is at the heart of the implementation of the HRD strategy for South Africa. This internationally recognised profession, more than any other, is responsible for transformation, sourcing, training and retaining talent and ensuring harmonious work relationships. The SABPP's role is to professionalise this function to ensure that HR becomes an increasingly recognised and respected profession.

In 2002, the SABPP was granted the status of being the Education and Training Quality Assurance body for HR qualifications. In October 2012, this status has changed to that of Learning and Quality Assurance body.

With the adoption in 2011 of the HR Voice strategy, and the recognition in 2012 by the South African Qualifications Authority of the SABPP as a professional body in terms of the NQF Act, the SABPP has entered its fourth decade with new vigour and purpose. Its scope of work has expanded considerably and a new generation of HR professionals is taking up registration with the board.

The HR professional body and learning quality assurance body for South Africa, the SABPP starts the year 2012 with a new brand, following an intensive four-month rebranding process.

In view of the new SABPP strategy called *HR Voice*, in which SABPP will fulfil the role of being the voice for HR professionals, our rebranding strategy provides impetus for rolling out the new SABPP strategy, in essence, delivering on our brand promise. The first letters of the seven key strategic imperatives form the word *HR Voice*:

- **Human resource development (HRD):** SABPP will champion HRD nationally, i.e. enhancing the learning and development field within organisations, as well as the quality assurance of HR qualifications. The strategic imperative of HRD will make a direct contribution to addressing skills gaps.
- **Research development (R & D):** SABPP will produce several HR research projects meeting the needs of the HR market.
- **Value visibility:** All HR generalists and specialists in the eight areas of HR specialisation will receive value in terms of the delivery of HR products and services (toolkits, templates, discussion forums, networking), in addition to the advocacy role in advancing the HR profession.
- **Open for alliances:** Several value-adding alliances will be formed with HR and other organisations to strengthen the HR profession.
- **Infrastructure for innovation:** The SABPP team and committees will be empowered with the necessary resources and capacity to drive the process of innovating the HR profession.
- **Capacity and competency building:** By means of our CPD programme, and other forms of capacity building, key competencies for HR professionalism will be outlined and developed to ensure that HR professionals are applying the latest trends and leading practices in the field of HR.
- **Excellence:** HR professionals will be supported to deliver excellence in HR strategy, practices and ethics.

Source: Adapted from <http://www.sabpp.co.za/about/our-strategy/> (accessed 8 April 2013)

Designations

- Master HR professional (masters/doctorate + five years top-level experience)
- Chartered HR professional (honours + four years senior-level experience)
- HR professional (three-year degree/diploma + three years middle-management experience)
- HR associate (two-year diploma + two years' experience)
- HR technician (one-year certificate + one year experience)
- Candidate (qualification but no experience)

Source: Website of the SABPP, <http://www.sabpp.co.za/> (accessed 8 April 2013)

Example HRM policy manual for Company XYZ: An outline

- HRM strategy and goals
 - Company vision, mission and value statement
 - HRM strategy
 - Generic strategy and key principles
- HRM policy formation and change
- Employment equity policy
 - Affirmative action policy
- Workforce planning policy
 - Job analysis and role description policy
 - Annual workforce planning policy
 - Workforce change policy
 - Five-year workforce planning policy
- Organisation and work design policy
 - Organisation structure policy
 - Organisational restructuring policy
 - Job design and redesign policy
 - Job enrichment policy
- Human resource procurement policy
 - Recruitment policy
 - Requests for recruitment policy
 - Job advertising policy
 - Job application policy
 - Selection policy
 - Assessment centre policy
 - Interviewing policy
 - Psychological testing policy
 - Reference-checking policy
 - Staff appointment policy
 - Outsourcing, temporary employment agencies and independent contractors' policy
- Remuneration policy
 - Job evaluation and reclassification policy
 - Pay administration policy
 - Performance reward policy
 - Performance bonuses policy
 - Employee share-ownership policy
- Performance management policy
 - Performance-planning policy
 - Performance observation and feedback policy
 - Performance assessment policy
 - Performance development policy
 - Substandard work performance policy
 - Performance recognition and reward policy
- Human resource development policy
 - In-house training and development policy
 - Technical training and learnerships policy
 - Frontline supervisor training policy
 - Management development policy
 - Leadership development policy
 - Corporate entrepreneurship training policy
 - External training and development policy
 - Further study assistance policy

- Bursaries for school-leavers policy
- Career development and management policy
 - Promotion policy
 - Transfers policy
 - Secondment policy
 - Geographic relocation policy
 - Household removal assistance policy
 - Job rotation policy
 - Multiskilling policy
 - Succession management policy
 - Entrepreneurial development policy
- Communication policy
 - Internal communication policy
 - Transparency and communication policy
 - Briefing group policy
 - Electronic communication and intranet policy
 - Communicating externally policy
 - Whistle-blowing policy
 - Privacy and right to access of information policy
- Leadership and employee involvement policy
 - Leadership roles policy
 - Preferred leadership styles policy
 - Direct participation and preferred leadership styles policy
 - Freedom of speech policy
 - Suggestion policy
 - Indirect participation policy
 - Staff consultation policy
- Staff wellness policy
 - Health policy
 - HIV/Aids policy
 - Tuberculosis policy
 - General illness policy
 - Fitness and recreation policy
 - Nutrition policy
 - Smoking policy
 - Medical assistance policy
 - Safety policy
 - Safety-management policy
 - Emergencies policy
 - Work-life balance policy
 - Bullying and harassment policy
 - Absenteeism policy
 - Employee assistance policy
- Social responsibility and sustainability policy
 - Staff volunteering and elder care policy
 - Childcare policy
 - Corporate social investment policy
 - School education policy
 - Community upliftment policy
 - Entrepreneurship assistance policy
 - Environmental care policy
- Leave policy
 - Annual vacation leave policy
 - Sick leave policy

- Compassionate leave policy
- Maternity and paternity leave policy
- Study leave policy
- Sabbatical leave policy
- Long service leave policy
- Unpaid leave policy
- Labour and employee relations policy
 - Freedom of association policy
 - Unionisation and trade union recognition policy
 - Closed-shops policy
 - Shop stewards' and trade union officials' leave policy
 - Collective bargaining policy
 - Workplace forums policy
 - Discipline policy
 - Staff-complaints policy
 - Grievances policy
 - Employment termination policy
 - Resignation policy
 - Retirement policy
 - Dismissal for misconduct policy
 - Dismissal for poor performance policy
 - Redundancy and retrenchment policy
 - Restraint of trade policy
 - Organisation-exit policy
 - Re-employment policy

Example of a flexitime policy

Policy: Flexitime policy

Section: Section AC3

Manual: HRM Policies Manual

Aim

This policy provides a framework for the implementation and maintenance of flexible working arrangements for designated employees, as set out in (1) below, and, as such, it is aimed at simultaneously facilitating greater balance in work/personal life of staff and at meeting the work needs of Company XYZ in a more flexible manner.

1 Scope and application

This policy document describes the flexitime system to be utilised by Company XYZ and it applies to all employees employed on a full-time, permanent basis who are not required to work in the call centre or warehouse, or are not responsible for the opening and closing of retail outlets. Customer service sites are specifically excluded from working flexitime, as are staff rostered to work on a shift basis.

2 Definitions

- 2.1 Flexitime – employees work during a common core time period each day, but have discretion in forming their own workday from a flexible set of hours outside the core time.
- 2.2 Core time – time period each day during which all employees must work.
- 2.3 Eligible employees – all employees employed on a full-time, permanent basis who are not required to work in the call centre or warehouse, or are not responsible for the opening and closing of retail outlets. Customer service sites are specifically excluded from working flexitime requirements.

3 Principles

- 3.1 The onus is on each team to self-manage implementation to ensure a balanced distribution of time/resources.
- 3.2 Flexible working arrangements are allowed subject to the satisfactory execution of assigned work, i.e. individuals are expected to put in the time necessary to execute the requirements of their posts.
- 3.3 The Company retains the right to, at any time, reasonably require any employee to work during flexible hours.
- 3.4 If an employee fails to maintain a satisfactory pattern of attendance or abuses the flexitime system, he or she may be directed to work standard office hours. It is also possible that disciplinary action may be taken.
- 3.5 Eligible employees who work to a flexitime system are reminded that the first priority is the maintenance of effective service to the Company, the community and the public. During flexible time periods, sufficient employees must be available to keep offices open during standard office hours of 08:00 to 17:30. Therefore, there must be cooperation between staff, as well as sound administrative supervision.

4 Responsibilities

- 4.1 The human resources manager has overall responsibility for the implementation and maintenance of the flexitime system.
- 4.2 The senior administrator is responsible for the capture and compilation of records

required by this procedure.

- 4.3 Designated team coordinators are responsible for coordinating and controlling system implementation and maintenance at operational level.

5 Procedure

- 5.1 The workday shall be structured as follows:

Flexible hours	Core time	Flexible hours
07:30–09:30	09:30–14:30	14:30–17:30

- 5.2 Each employee must work a minimum of 45 hours per week, during which the employee must at least work during core times each day.

5.2.1 Note: This schedule excludes lunch periods.

- 5.3 The flexitime system shall run on a two-week cycle basis, that is, over a fortnight an employee must be at work for a minimum of 90 hours.

5.3.1 Note: No carry-over of hours into the next cycle, either positive or negative, is allowed. There will be no salary payment for excess time worked.

5.3.2 Employees must not work more than five consecutive hours without a meal break of at least 30 minutes.

- 5.4 Any employee who fails to work the required hours during the fortnight shall be required to do so during the next cycle, and shall potentially be subject to disciplinary action/withdrawal of flexitime privileges, depending on the individual circumstances of each case. For instances of authorised work absence (e.g. annual/sick leave/public holidays), the required working hours for the cycle period shall be credited on a pro-rata basis.

5.4.1 Notification of ill health on any working day must be given before the start of core time, at the latest.

- 5.5 For control and monitoring purposes, all eligible employees shall be issued with a clock card and use the new clocking system to record starting and finishing times of works and any breaks each day.

- 5.6 Should eligible employees be required to perform off-premises work, which would not allow them to clock in the usual manner, an approved timesheet shall be submitted for the hours worked and the time clock record amended accordingly.

- 5.7 Any requirement to work outside the core and flexible hours or over weekends/public holidays shall be subject to prior approval, and double time is to be included in the employee's total hours for the period. In such instances, time off equivalent to twice the period worked may be taken during core time in consultation and agreement with all parties concerned.

6 Records

The human resource administration section shall maintain a central database, summarising total hours worked for each employee during the current cycle period. This record shall be updated on a daily basis.

Source: Adapted from Workinfo,
http://www.workinfo.us/Sub/Sub_for_hr/HR/Manual/Section%204%203.doc (accessed 18 April 2008)

Sample job description

Job title	Work team leader?	Division/department	
	Yes/no		
Location	Part time:hours	Date written	
	Full time		
Reports to			
Name:		Title:	
Salary grade	Salary range	Shift	
Purpose (Include primary accomplishments, products and services, and who benefits from them and how)			
General description (How would you describe this job to someone who has never done it?)			
Principal duties and responsibilities (What do you have to be able to achieve the desired results of your job? Include management and leadership responsibilities for work team leaders.)			
Knowledge, skills and abilities required			
Minimum requirements (What is required to perform the essential duties?)			
Working conditions			
I have reviewed and determined that this job description accurately reflects the position.			
Work team leader signature	Date	Employee signature	Date
For staffing use only			
Posting #		Posting date	
EE Act Job Group	Male <input type="checkbox"/>	Female <input type="checkbox"/>	Black <input type="checkbox"/> White <input type="checkbox"/>

The above declarations are not intended to be an all-inclusive list of the duties and responsibilities of the job described, nor are they intended to be a listing of the skills and abilities required to do the job. Rather, they are intended only to describe the general nature of the job.

Source: Workinfo, http://www.workinfo.us/Sub/Sub_for_hr/HR/Manual/Section%202%2019.doc
(accessed 18 April 2008)

Example of new employee orientation checklist

Use these guidelines to conduct a simple but effective employee orientation, ensuring that all important employment practices are communicated to employees. It is also good practice to reorientate employees annually or when changing employment practices in your employee handbook or human resources manual.

Keep this orientation checklist on an employee's file for later use, for example to demonstrate to the Commission for Conciliation, Mediation and Arbitration or Labour Court that employment practices have been communicated to a particular employee.

NAME	ID #
JOB TITLE	WORK UNIT
START DATE	RATE OF PAY
SUPERVISOR'S NAME	TELEPHONE NUMBERS (W) (H)
REVIEW DATE	CELL NUMBER

Department structure and functions	
<ul style="list-style-type: none"> • Overview of department • Department orientation • Customer orientation • Organisational chart • Function of work unit • Work duties of others in the work unit • Review of specific departmental procedures • Mission statement and operational objectives • Job duties and responsibilities • Performance standard for the job • Probation period • Issue an employee handbook • Where to get department help and information 	Notes
Physical surroundings and equipment	
<ul style="list-style-type: none"> • Work area • How to use the telephone • Location of supplies • Care of equipment • Parking • Keys and key control • Housekeeping and safety • After-hours access • Staff ID card • Fire extinguishers and exits • Smoking rules • Review of specific policies pertinent to department 	Notes
Pay for time worked	
<ul style="list-style-type: none"> • Pay cheques • Pay dates 	Notes

<ul style="list-style-type: none"> • Cheque distribution • Problem with pay cheque, see supervisor • Changes in personal/income tax status (name, address) 	
Hours of work	
<ul style="list-style-type: none"> • Work week and hours of work • Meal breaks – when and how long • Work schedule changes • Break periods – when and how long • Punctuality • Attendance • Review of relevant human resource manual procedures • Required overtime, Sunday work, night work or work on public holidays 	Notes
Leave and absence	
<ul style="list-style-type: none"> • Holidays • Vacation leave request • Vacation leave accrual • Use of leave and approval after six months of service • Sick leave request • Medical release may be required • Sick leave accrual rate • Sick leave w/o pay • Compassionate/bereavement leave • Family responsibility leave • Department procedures on leave reporting • Leaving during working hours 	Notes
Rights and responsibilities	
<ul style="list-style-type: none"> • Conduct and dress code • Effective work relationships • Professional ethics • Telephone – how to answer • Personal calls • Rules outlining the use of equipment/resources for personal use • Employee assistance programme • Job injury reported to supervisor • Confidential information • Complaint and appeal procedures • Disciplinary process 	Notes
Other employment practices communicated	
<ul style="list-style-type: none"> • _____ • _____ • _____ 	Notes

Original retained by supervisor on employee file

Date for follow-up/reorientation of employment practices: _____

Copy to employee:

I, the undersigned, hereby confirm that the abovementioned policies and procedures have been communicated to me.

EMPLOYEE SIGNATURE

DATE

I, the undersigned, hereby confirm that the abovementioned policies and procedures have been communicated to the abovementioned employee.

SUPERVISOR'S SIGNATURE

DATE

Source: Workinfo.com: http://www.workinfo.us/Sub/Sub_for_hr/HR/Manual/Section%202%2013.doc
(accessed 16 April 2008)

Example of sample contract with labour broker

AGREEMENT
between
ABC (PTY) LIMITED
(‘the client’)
and
XYZ CC t/a
LABOUR MANAGEMENT CONSULTANTS
(‘the contractor’)

1. DEFINITIONS

1.1 ‘Day(s)’: Calendar days

‘Effective date’:

1.2 ‘Employment Legislation’: The Basic Conditions of Employment Act 75 of 1995; any applicable Bargaining Council agreement, any applicable Wage Determination or their successors in title.

1.3 ‘Personnel’: Suitably qualified employees in the employment of the contractor or persons who have the skills necessary to carry out the assignments as per schedule ‘A’.

1.4 ‘The client’: ABC (PTY) LIMITED

1.5 ‘The Contractor’: XYZ CC t/a Labour Management Consultants

1.6 ‘Schedule’: A schedule forwarded to the client by the contractor recording all invoices for assignments carried out by personnel during a particular week.

2. INTRODUCTION

The contractor acknowledges that the fundamental basis for the agreement is that the contractor will supply personnel to the client from time to time in accordance with the terms of this agreement.

3. COMMENCEMENT AND DURATION OF CONTRACT

The contract shall commence on the effective date and shall be valid for the duration of one (1) year. Each individual’s assignment shall be for the duration of the contract subject to clause 6.

4. CLIENT’S RESPONSIBILITIES

The client shall be responsible for:

- 4.1 the provision of all equipment and materials required to carry out the assignment;
- 4.2 common-law liability insurance for all personnel on any of the client’s sites.

5. CONTRACTOR’S RESPONSIBILITIES

The contractor shall be responsible for:

5.1 The mobilisation and demobilisation of personnel to and from site. The contractor shall supply a member of personnel to the client not later than one (1) week after receipt of the written order from the client. Should the contractor not comply with the request within one week, the client may directly contract with other contractors on a once-off basis.

5.2 The payment of all salaries, bonuses, PAYE deductions, personal accident insurance, relocation, movement allowances and all other remuneration and benefits in terms of the prevailing employment legislation.

5.3 The supply of the personnel specified by the client from time to time in accordance with the provisions of this contract.

5.4 Public and employer’s liability insurance cover for all personnel engaged under this contract.

6. TERMINATION OF ASSIGNMENT BY PERSONNEL

6.1 During the probationary period:

6.1.1 During the personnel's probationary period, the client may with immediate effect terminate the services of any member of the personnel during their first thirty (30) calendar days of service with the client for unsatisfactory performance by giving written notice to the contractor by telefax or email. Any notice pay due to personnel in such circumstances shall be paid by the client.

6.2 Outside of the personnel's probationary period:

6.2.1 The client may terminate the services of any member of the personnel by giving two (2) weeks' notice, and such notice shall commence running upon receipt thereof by the contractor in writing by telefax, or any other hard copy.

6.2.2 If the contractor's personnel resigns from their employment, a two-week notice period will apply starting from the day of receipt by the client of written confirmation of termination from the contractor.

6.2.3 The client may terminate the services of any member of the personnel with immediate effect if that member is guilty of an act of serious misconduct. The client shall be liable to pay for the services of any such member of the personnel only for the period up to and including the date upon which the contractor receives written notification by facsimile or any hard copy of the termination of the services of a member of personnel.

6.2.4 In the event where the client terminates the services of any member of personnel for misconduct, the client shall assist the contractor in the preparation and execution of a disciplinary enquiry and undertakes to do all such things necessary and incidental to the contractor's obligations to comply with fair dismissal procedures as required by the Labour Relations Act of 1995.

6.3 Any notice pay due to a member of personnel shall be paid by the client.

7. REPLACEMENT OF TERMINATED PERSONNEL

In the event of a termination under clause 6, the client may request the contractor to provide a suitable replacement as soon as possible. However, the client is under no obligation to take a replacement and need only do so at its discretion.

8. PAYMENT BY THE CLIENT

The contractor will submit invoices for the services of the personnel on a weekly basis. The client shall pay the contractor the amount shown on the invoices within thirty (30) days of the date on the invoices by direct transfer or such other method as the contractor shall direct. If payment is not made within the thirty-day period then the contractor may suspend the services provided by the personnel.

9. CALCULATION

9.1 The client shall pay the contractor the basic rate stipulated in the order for each member of the personnel. The rate applicable to the personnel will be for all hours worked.

9.2 This contract is divisible. The work performed in each week during the currency of this contract shall be invoiced separately. Each invoice for work performed in any week shall be payable by the client in full, in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in the work performed or to be performed in any other month.

10. FAILURE OF CLIENT TO PROVIDE WORK

If for any reason beyond the contractor's control any of the personnel cannot work or are prevented from working, the client shall pay to the contractor the basic rate stipulated in the schedule (subject to variation in accordance with these contract conditions) for each such member of the personnel provided they have presented themselves for work at the client's premises and have tendered to work normally.

11. VARIATION OF RATES

If the cost to the contractor of supplying the personnel increases during the term of the contract by reason of an increase in tax or other public or local government-imposed levies

or any other statutory cost, then the rates in the schedule shall be increased so that the contractor shall be compensated in full for any such additional expenses. Subject to the provisions of this clause, the rates in the schedule shall not be changed during the period of the contract.

12. EXPENSES

The client shall reimburse the travelling and other expenses incurred by the personnel in pursuance of the work subject to such expenses being first approved by the client in writing. Such approval may not be unreasonably withheld (optional).

13. WARRANTIES AND INDEMNITIES

13.1 The contractor warrants, guarantees and undertakes in favour of the client the following:

13.1.1 Personnel supplied to the client shall be the contractor's employees as defined in terms of section 213 of the Labour Relations Act 66 of 1995.

13.1.2 For the full duration of the contract, the contractor shall fully comply with all its obligations as employer of the personnel howsoever arising or connected to the provisions of the prevailing employment legislation and its contracts with the personnel.

13.1.3 The contractor shall indemnify and hold the client harmless against any claims instituted by its personnel against the client whatsoever and howsoever arising from or connected to any breach of a failure to comply with the prevailing employment legislation.

13.1.4 The contractor warrants and confirms that it is registered as a labour broker in terms of the Income Tax Act as well as a VAT vendor.

14. HEALTH AND SAFETY

The client shall be responsible for all obligations regarding the safety, health and protection from injury of the personnel while on the client's premises. The client shall at all times indemnify and hold the contractor harmless against all actions, claims, losses, damages, costs and expenses incurred by the contractor as a result of any failure by the client to comply with these obligations.

15. MOTOR VEHICLES

The client accepts responsibility for all actions, claims, losses, damages, costs and expenses resulting from the use by any member of the personnel of any motor vehicle belonging to or under the control of the client, and will indemnify the contractor in respect thereof.

16. ADDITIONAL PAYMENTS BY CLIENT

Subject to the provisions of clause 5.1, if the client should knowingly engage the services of any of the personnel either directly or indirectly to carry out work for the client within the period of this contract or for a period of three (3) months subsequent to its termination and notwithstanding that the client may have terminated the services of a member of personnel under clause 6.2.3, then the client shall be liable to pay to the contractor a fee equivalent to the rate for such member of the personnel for a period of three (3) months.

17. RELATIONSHIP BETWEEN PARTIES

Nothing in this contract shall create the relationship of employer and employee or partnership between the client and the contractor or between the client and the personnel.

18. TAXATION

18.1 The contractor shall ensure that it is registered as a labour broker with the Receiver of Revenue and shall furnish a certificate to the client in the absence of which the client shall deduct tax from payments made to the contractor.

18.2 The contractor shall register as a value-added vendor and shall furnish the client with a copy of its VAT certificate

18.3 The contractor is responsible for all deductions in respect of PAYE, SITE and the like from the personnel, and indemnifies and holds the client harmless against any claims from the South African Revenue Service (SARS) in this regard.

19. CONFIDENTIALITY

All documents, data, drawings, specifications and other information prepared specifically for use on the contract shall become the property of the client. Any information acquired by the contractor's personnel whether relating to the specified duties or not shall be regarded as confidential and shall not be disclosed to any third party without the prior permission of the client.

20. PATENTS AND COPYRIGHTS

The contractor shall assign the rights to any inventions arising from the specified duties of the personnel assigned under this contract to the client, and shall, at the client's expense, execute any documents to enable the client to seek the granting of patent for such inventions. Furthermore, the contractor shall assign to the client the copyright and design right of all documents and drawings prepared by the contractor's personnel assigned under this contract. The client shall have the right to make use as the client sees fit of such documents and drawings without further payment to the contractor.

21. EXCLUSION OF LIABILITY

The contractor shall not be liable to the client in any manner whatsoever for any claim, loss, damage, cost, expense, or action arising from any act, omission or neglect on the part of the personnel in the course of the carrying out the assignment (or otherwise while under the control of the client) and the client shall indemnify and hold the contractor harmless against such claims.

22. MATERIAL TERMS

The contractor acknowledges and agrees that clauses 2 and 13 are material terms of this agreement. In the event that the contractor is in breach of these clauses and notwithstanding the provisions of clause 3, the client shall be entitled to cancel this agreement by giving the contractor ten (10) days' notice in writing. In such an event, the client may withhold any payment due in terms of clause 8 of this contract and shall be entitled to pay directly to the personnel any remuneration and benefits due to them by virtue of their contracts of employment with the contractor and/or arising out of the provisions of the prevailing employment legislation. Nothing in this clause shall limit the right of the client to recover from the contractor any amount of money paid to any of the contractor's personnel by the client as a result of the contractor's breach of its obligations in respect of its personnel's contracts of employment or the provisions of the prevailing employment legislation.

23. DISCLOSURE

23.1 The contractor shall give the client reasonable access to its books of account or such other documentation as may be reasonably necessary to ensure that the contractor complies with its obligations to its personnel by virtue of the provisions of prevailing employment legislation.

23.2 The contractor shall furnish the client with a pro-forma contract of employment of its personnel and shall advise the client should the terms thereof change in any material respect and furnish the client with an updated copy.

23.3 The contractor shall furnish the client with a copy of its equity plan within fourteen (14) days after having received such a request. The contractor shall allow reasonable access to the client to inspect its books of account and such other documentation as may be necessary to verify the contents of the contractor's equity plan.

24. CONDUCT

The personnel supplied to the client shall at all times conform and comply with the client's vision and ethos of its business. Personnel shall at all times present themselves in a proper uniform at the client's premises or such other attire as the client may determine from time to time.

25. CESSION AND ASSIGNMENT

The contractor shall not cede any of its rights or delegate any of its obligations hereunder without the prior written consent of the client. The contractor warrants that the interest/shareholding reflected on annexure 'A' is correct and will advise the client in writing of any proposed change. Any change in shareholding shall entitle the client to cancel this agreement by giving ten (10) days' written notice.

26. VARIATION NOT EFFECTIVE UNLESS IN WRITING

No variation, modification or waiver of any provision of this agreement, or consent to any departure there from, shall in any way be of any force or effect unless reduced to writing and signed by the parties, and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to that extent for which made or given.

27. PARTIES NOT AFFECTED BY WAIVER OF BREACHES

27.1 The waiver (whether express or implied) by any party of any breach of the terms or conditions of this agreement by the other party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

27.2 No favour, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any other power or right under this agreement.

28. SOLE AGREEMENT

This agreement constitutes the sole agreement between the parties, and no representation not contained herein shall be of any force or effect between the parties.

29. DOMICILIUM

29.1 The parties hereto choose *domicilia citandi et executandi* for all purposes of and in connection with this agreement as follows:

29.1.1 The client:

29.1.2 The contractor:

30. ARBITRATION

30.1 Any dispute between the parties in regard to:

30.1.1 the interpretation of;

30.1.2 the effect of;

30.1.3 the parties' respective rights and obligations under;

30.1.4 a breach of;

30.1.5 any matter arising out of;

this agreement shall be decided by arbitration in the manner set out in this clause.

30.2 The said arbitration shall be held subject to the provisions of this clause:

30.2.1 at Johannesburg;

30.2.2 informally;

30.2.3 otherwise in accordance with the provisions of the Arbitration Act 42 of 1965, as amended; it being the intention that if possible it shall be held and concluded within twenty-one (21) working days after it has been demanded.

30.3 The arbitrator shall be if the question in issue is:

30.3.1 primarily an accounting matter an independent accountant agreed upon between the parties;

30.3.2 primarily a legal matter, a practising advocate or attorney with no less than ten (10) years' standing agreed upon between the parties;

30.3.3 any other matter an independent person agreed upon between the parties.

30.4 If the parties cannot agree upon a particular arbitrator in terms of clause 30.3 above within seven (7) working days after the arbitration has been demanded, the nomination in terms of clause 30.3.1, clause 30.3.2 and clause 30.3.3, as the case may be, shall be made by the President for the time being of The Law Society of Gauteng (or its successor in title) within seven (7) days after the parties have so failed to agree.

30.5 The parties irrevocably agree that the decision in these arbitration proceedings:

30.5.1 shall be binding on them;

30.5.2 shall be carried into effect;

30.5.3 may be made an order of any court of competent jurisdiction.

31. OPERATIVE LAW

The contract shall be governed by and construed in accordance with the laws of South Africa.

AMENDMENTS

SIGNED ON BEHALF OF

AUTHORISED

SIGNATORY _____

DATE _____

WITNESS _____

AND ON BEHALF OF XYZ CC t/a LABOUR MANAGEMENT CONSULTANTS

DIRECTOR _____

DATE _____

WITNESS _____

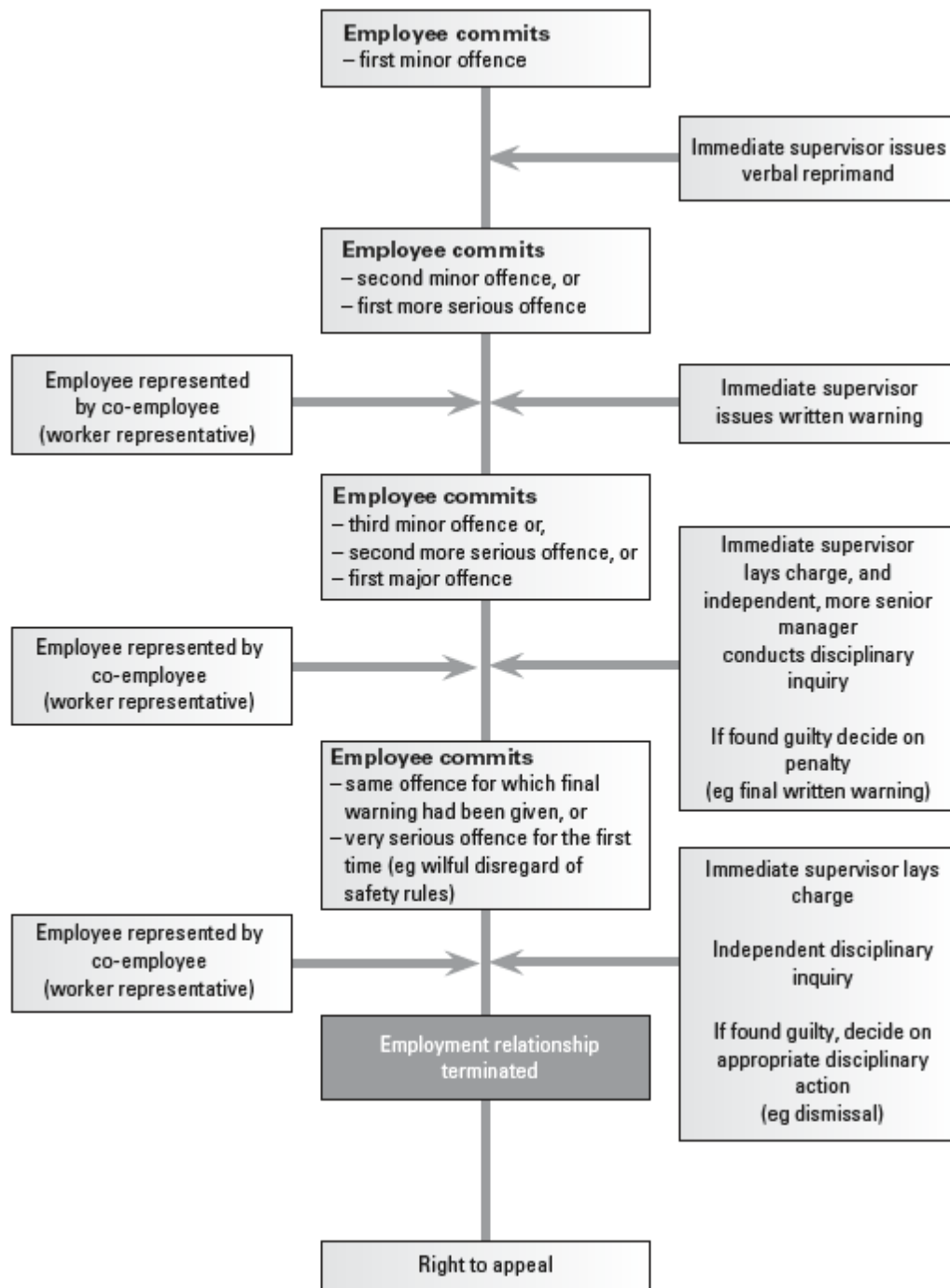
Source: Workinfo.com: http://www.workinfo.us/Sub/Sub_for_hr/HR/topic/TempEmployAgree.doc
(accessed 16 April 2008)

Constitutions of bargaining councils

The constitution of every bargaining council must provide for:

- the appointment of representatives of the parties to the bargaining council, of whom half must be appointed by the trade unions that are party to the bargaining council and the other half by the employers' organisations that are party to the bargaining council, and the appointment of alternates to the representatives;
- the representation of SMEs;
- the circumstances and manner in which representatives must vacate their seats and the procedure for replacing them;
- rules for the convening and conducting of meetings of representatives, including the quorum required for, and the minutes to be kept of, those meetings;
- the manner in which decisions are to be made;
- the appointment or election of office bearers and officials, their functions, and the circumstances and manner in which they may be removed from office;
- the establishment and functioning of committees;
- the determination through arbitration of any dispute arising between the parties to the bargaining council about the interpretation or application of the bargaining council's constitution;
- the procedure to be followed if a dispute arises between the parties to the bargaining council;
- the procedure to be followed if a dispute arises between a registered trade union that is a party to the bargaining council, or its members, or both, on the one hand, and employers who belong to a registered employers' organisation that is a party to the bargaining council, on the other hand;
- the procedure for exemption from collective agreements;
- the banking and investment of its funds;
- the purposes for which its funds may be used;
- the delegation of its powers and functions;
- the admission of additional registered trade unions and registered employers' organisations as parties to the bargaining council;
- a procedure for changing its constitution; and
- a procedure by which it may resolve to wind up.

Example of a disciplinary code



Summary of stages to be followed in a fair-process disciplinary hearing

Stage 1 – pre-hearing procedures

- The chairperson welcomes everyone present and sets the appropriate tone for the hearing, ensuring no favouritism or partiality.
- Preliminary checks are carried out (such as making sure the charged employee is present, identifying him/her as well as any relevant representatives, and checking for the need of an interpreter).
- Charge(s) should read out and recorded, and it should be ensured that the employee and relevant other parties (such as representatives) fully understand the charge(s).
- A plea of guilty or not guilty is recorded.
- If the plea of guilty is made and recorded, the hearing goes over to the stage of considering mitigating/aggravating circumstances (see stage 5 below).
- If the plea of not guilty is recorded, the hearing goes over into stage 2.

Stage 2 – the employer party presents evidence in chief

- The party (manager) representing the employer may give an opening statement.
- The case of alleged misconduct against the employee is presented.
- Evidence in chief is presented, including the call of witnesses (if there are any).
- The employee party (such as the representative) may then cross-examine any such witnesses.
- The employer party may re-examine such witnesses then – but only on evidence led during the cross-examination.
- Such processes may be repeated in respect of each witness brought by the employer party.
- The employer party (manager) will then close off the evidence in chief.
- The chairperson will then call on the employee party to present evidence in chief.

Stage 3 – the employee party presents evidence in chief

- The employee/defendant in the case may present an opening statement.
- The employee/defendant presents his/her case.
- The employee/defendant may testify and bring witnesses to testify.
- The employer party is given a chance to cross-examine the employee/defendant and/or the witnesses called by the employee/defendant.
- The party representing the employee/defendant is then given the opportunity to re-examine the witnesses and/or the employee/defendant, but only on testimony given under cross-examination.
- The employee/defendant then closes off his/her evidence in chief.

Stage 4 – the verdict is determined and delivered

- After all the relevant evidence and testimonies have been given, the chairperson will generally call the hearing to adjourn.
- During this recess, the chairperson will apply his/her mind to all that has been presented in order to reach a verdict.
- Based on the 'balance of probabilities', the chairperson must then make a verdict of guilty or not guilty.
- The meeting is reconvened and the employee/defendant party is duly informed. If the verdict is not guilty, the hearing is concluded. If the verdict is guilty, the hearing goes over to stage 5.

Stage 5 – mitigating/aggravating factors are considered

- For the purposes of determining the appropriate sanction to be imposed, the employer party may present any aggravating arguments and the employee/defendant party may present any arguments in mitigation of the offence.
- This process may take on the form of a ‘mini-hearing within a hearing’ – but it is removed from the facts of the main hearing and focuses solely on possibly relevant mitigating and/or aggravating factors.
- The chairperson will adjourn the hearing and consider all the possible mitigating/aggravating factors as argued by the parties as well as the verdict – to determine an appropriate sanction.

Stage 6 – delivering the sanction

- The hearing is reconvened by the chairperson.
- The sanction is explained in a way that is understood by the employee/defendant party or parties so that he/she realises what the consequences of his/her actions are. The sanction can be a verbal warning, a written warning (first or second, etc.), a final written warning, a demotion by consent or dismissal.
- The chairperson ensures that the employee/defendant party knows and understands their rights in terms of declaring a dispute and taking the matter further to a relevant council or the Commission for Conciliation, Mediation and Arbitration (CCMA), or any other relevant private dispute-resolution process.
- The hearing is closed off.

Source: Adapted from Opperman (2011: 5–34)

Rules for the conduct of proceedings before the CCMA

GNR.1448 of 10 October 2003:

Rules for the conduct of proceedings before the CCMA

Note:—These regulations were published in Government Gazette 25515 of 10 October 2003.
as corrected by Notice Government Gazette Date

R.1512 25607 17 October 2003

R.1748 25797 5 December 2003

LABOUR RELATIONS ACT, 1995 (ACT NO. 66 OF 1995)

COMMISSION FOR CONCILIATION, MEDIATION AND ARBITRATION

The Governing Body of the Commission for Conciliation, Mediation and Arbitration hereby, in terms of section 115 (6) of the Labour Relations Act, 1995 (Act No. 66 of 1995), publishes the rules and the amended LRA forms 7.16, 7.17, 7.18 and 7.18A made in terms of section 115 (2A).

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PART ONE - SERVING AND FILING DOCUMENTS

1. How to contact the Commission
 - (1) The addresses, telephone and telefax numbers of the offices of the Commission are listed in Schedule One to these rules.
 - (2) Documents may only be filed with the Commission at the addresses or telefax numbers listed in Schedule One.
2. When are the offices of the Commission open.
 - (1) The head office and the provincial offices of the Commission will be open every day from Monday to Friday, excluding public holidays, between the hours of 08h30 and 16h30, or as determined by the Commission.
 - (2) Documents may only be filed with the Commission during the hours referred to in subrule (1).
 - (3) Notwithstanding subrule (2), documents may be faxed at any time to the Commission.
3. How to calculate time periods in these rules.—(1) For the purpose of calculating any period of time in terms of these rules—
 - (a) day means a calendar day; and
 - (b) the first day is excluded and the last day is included, subject to subrule (2).
 - (2) The last day of any period must be excluded if it falls on a Saturday, Sunday, public holiday or on a day during the period between 16 December to 7 January.
4. Who must sign documents.—(1) A document that a party must sign in terms of the Act or these rules may be signed by the party or by a person entitled in terms of the Act or these rules to represent that party in the proceedings.
 - (2) If proceedings are jointly instituted or opposed by more than one employee, documents may be signed by an employee who is mandated by the other employees to sign documents. A list in writing, of the employees who have mandated the employee to sign on their behalf must be attached to the referral document.
5. How to serve documents on other parties.—(1) A party must serve a document on the other parties—
 - (a) by handing a copy of the document to—
 - (i) the person concerned;

- (ii) a representative authorised in writing to accept service on behalf of the person;
 - (iii) a person who appears to be at least 16 years old and in charge of the person's place of residence, business or place of employment premises at the time;
 - (iv) a person identified in subrule (2);
- (b) by leaving a copy of the document at—
- (i) an address chosen by the person to receive service;
 - (ii) any premises in accordance with subrule (3);
- (c) by faxing or telexing a copy of the document to the person's fax or telex number respectively, or a number chosen by that person to receive service;
- (d) by sending a copy of the document by registered post or telegram to the last known address of the party or an address chosen by the party to receive service.
- (2) A document may also be served—
- (a) on a company or other body corporate by handing a copy of the document to a responsible employee of the company or body at its registered office, its principal place of business within the Republic or its main place of business within the magisterial district in which the dispute first arose;
 - (b) on an employer by handing a copy of the document to a responsible employee of the employer at the workplace where the employees involved in the dispute ordinarily work or worked;
 - (c) on a trade union or employers' organisation by handing a copy of the document to a responsible employee or official at the main office of the union or employers' organisation or its office in the magisterial district in which the dispute arose;
 - (d) on a partnership, firm or association by handing a copy of the document to a responsible employee or official at the place of business of the partnership, firm or association or, if it has no place of business, by serving a copy of the document on a partner, the owner of the firm or the chairman or secretary of the managing or other controlling body of the association, as the case may be;
 - (e) on a municipality, by serving a copy of the document on the municipal manager or any person acting on behalf of that person;
 - (f) on a statutory body, by handing a copy to the secretary or similar officer or member of the board or committee of that body, or any person acting on behalf of that body;
 - (g) on the State or a province, a state department or a provincial department, a minister, premier or a member of the executive committee of a province by handing a copy to a responsible employee at the head office of the party or to a responsible employee at any office of the State Attorney.
- (3) If no person identified in subrule (2) is willing to accept service, service may be effected by affixing a copy of the document to—
- (a) the main door of the premises concerned; or
 - (b) if this is not accessible, a post-box or other place to which the public has access.
- (4) The Commission or a commissioner may order service in a manner other than prescribed in this rule.

6. How to prove that a document was served in terms of the rules.—(1) A party must prove to the Commission or a commissioner that a document was served in terms of these rules, by providing the Commission or a commissioner:

- (a) with a copy of proof of mailing the document by registered post to the other party;
- (b) with a copy of the telegram or telex communicating the document to the other party;
- (c) with a copy of the telefax transmission report indicating the successful transmission to the other party of the whole document; or
- (d) if a document was served by hand— (i) with a copy of a receipt signed by, or on behalf of, the other party clearly indicating the name and designation of the recipient and the place, time and date of service; or
- (ii) with a statement confirming service signed by the person who delivered a copy of the document to the other party or left it at any premises.

(2) If proof of service in accordance with subrule (1) is provided, it is presumed, until the contrary is proved, that the party on whom it was served has knowledge of the contents of the document.

(3) The Commission may accept proof of service in a manner other than prescribed in this rule, as sufficient.

7. How to file documents with the Commission.—(1) A party must file documents with the Commission:

(a) by handing the document to the office of the provincial registrar at the address listed in Schedule One;

(b) by sending a copy of the document by registered post to the office of the provincial registrar at the address listed in Schedule One; or

(c) by faxing the document to the office of the provincial Registrar at a number listed in Schedule One.

(2) A document is filed with the Commission when—

(a) the document is handed to the office of the provincial Registrar;

(b) a document sent by registered post is received by the office of the provincial Registrar; or

(c) the transmission of a fax is completed.

(3) A party must only file the original of a document filed by fax, if requested to do so by the Commission or a commissioner. A party must comply with a request to file an original document within seven days of the request.

8. Documents and notices sent by registered post.—Any document or notice sent by registered post by a party or the Commission is presumed, until the contrary is proved, to have been received by the person to whom it was sent seven days after it was posted.

9. How to seek condonation for documents delivered late.—(1) This rule applies to any referral document or application delivered outside of the applicable time period prescribed in the Act or these rules.

(2) A party must apply for condonation, in terms of rule 31, when delivering the document to the Commission.

(3) An application for condonation must set out the grounds for seeking condonation and must include details of the following:

(a) the degree of lateness;

(b) the reasons for the lateness;

(c) the referring parties, prospects of succeeding with the referral and obtaining the relief sought against the other party;

(d) any prejudice to the other party; and

(e) any other relevant factors.

(4) The Commission may assist a referring party to comply with this rule.

PART TWO - CONCILIATION OF DISPUTES

10. How to refer a dispute to the Commission for conciliation.—(1) A party must refer a dispute to the Commission for conciliation by delivering a completed LRA Form 7.11 (“the referral document”).

(2) The referring party must—

(a) sign the referral document in accordance with rule 4;

(b) attach to the referral document written proof, in accordance with rule 6, that the referral document was served on the other parties to the dispute;

(c) if the referral document is filed out of time, attach an application for condonation in accordance with rule 9.

(3) The Commission must refuse to accept a referral document until subrule (2) has been complied with.

11. What notice must the Commission give of a conciliation.—The Commission must give

the parties at least 14 days' notice in writing of a conciliation hearing, unless the parties agree to a shorter period of notice.

12. Commission may seek to resolve dispute before conciliation.—The Commission or a commissioner may contact the parties by telephone or other means, prior to the commencement of the conciliation, in order to seek to resolve the dispute.

13. What happens if a party fails to attend or is not represented at conciliation.—

(1) The parties to a dispute must attend a conciliation in person, irrespective of whether they are represented.¹

(2) If a party is represented at the conciliation but fails to attend in person, the commissioner may—

- (a) continue with the proceedings;
- (b) adjourn the proceedings; or
- (c) dismiss the matter by issuing a written ruling.

(3) In exercising a discretion in terms of subrule (2), a commissioner should take into account, amongst other things—

- (a) whether the party has previously failed to attend a conciliation in respect of that dispute;
- (b) any reason given for that party's failure to attend;
- (c) whether conciliation can take place effectively in the absence of that party;
- (d) the likely prejudice to the other party of the commissioner's ruling;

¹ Section 135 (4) provides that: "In the conciliation proceedings a party to the dispute may appear in person or be represented only by—

- (a) a director or employee of that party; or
- (b) any member, office bearer or official of that party's registered trade union or registered employers' organisation."
- (e) any other relevant factors.

(4) If a party to a dispute fails to attend in person or to be represented at a conciliation, the commissioner may deal with it in terms of rule 30.

14. How to determine whether a commissioner may conciliate a dispute.—If it appears during conciliation proceedings that a jurisdictional issue has not been determined, the commissioner must require the referring party to prove that the Commission has the jurisdiction to conciliate the dispute through conciliation.

15. Issuing of a certificate in terms of section 135 (5).—A certificate issued in terms of section 135 (5) that the dispute has or has not been resolved, must identify the nature of the dispute as described in the referral document or as identified by the commissioner during the conciliation process.

16. Conciliation proceedings may not be disclosed.—(1) Conciliation proceedings are private and confidential and are conducted on a without prejudice basis. No person may refer to anything said at conciliation proceedings during any subsequent proceedings, unless the parties agree in writing.

(2) No person, including a commissioner, may be called as a witness during any subsequent proceedings in the Commission or in any court to give evidence about what transpired during conciliation.

PART THREE - CON-ARB IN TERMS OF SECTION 191 (5A)

17. Conduct of Con-Arb in terms of section 191 (5A).—(1) The Commission must give the parties at least fourteen days' notice in writing that a matter has been scheduled for Con-Arb in terms of section 191 (5A) of the Act.

(2) A party that intends to object to a dispute being dealt with in terms of section

191 (5A), must deliver a written notice to the Commission and the other party, at least seven days prior to the scheduled date in terms of subrule (1).

(3) Subrule (2) does not apply to a dispute concerning the dismissal of an employee for any reason related to probation or an unfair labour practice relating to probation.

(4) If a party fails to appear or be represented at a hearing scheduled in terms of subrule (1), the commissioner must conduct the conciliation on the date specified in the notice issued in subrule 1).

(5) Subrule (4) applies irrespective of whether a party has lodged a notice of objection in terms of subrule 2).

(6) In Con-Arb proceedings a party to the dispute may appear in person or be represented only by—

(a) subject to subrule (7) a legal practitioner;

(b) a director or employee of that party; or

(c) any member, office bearer or official of that party's registered trade union or registered employers' organisation.²

(7) If the dispute concerns an unfair dismissal and the party has alleged the reason for the dismissal relates to the employee's conduct or capacity, a party may only be represented by a legal practitioner in the circumstances contemplated in section 140 (1).³

(8) The provisions of the Act and these rules that are applicable to conciliation and arbitration respectively apply, with the changes required by the context, to Con-Arb proceedings.

(9) If the arbitration does not commence on the date specified in terms of the notice in subrule (1), the Commission must schedule the matter for arbitration either in the presence of the parties or by issuing a notice in terms of rule 21.

PART FOUR - ARBITRATIONS

18. How to request arbitration.—

(1) A party may request the Commission to arbitrate a dispute by delivering a document in the form of Annexure LRA 7.13 ("the referral document").

(2) The referring party must—

(a) sign the referral document in accordance with rule 4;

(b) attach to the referral document written proof that the referral document was served on the other parties to the dispute in accordance with rule 6; and

(c) if the referral document is served out of time, attach an application for condonation in accordance with rule 9.4

(3) The Commission must refuse to accept a referral document until subrule (2) has been complied with.

(4) This rule does not apply to Con-Arb proceedings held in terms of section 191 (5A).

19. When must the parties file statements.—

(1) The Commission or a commissioner may direct—

(a) the referring party in an arbitration to deliver a statement of case; and

(b) the other parties to deliver an answering statement.

(2) A statement in terms of subrule (2) must—

(a) set out the material facts upon which the party relies and the legal issues that arise from the material facts;

(b) be delivered within the time-period in the notice referred to in subrule (2).

² See rule 25 (1) (a) and (1) (b).

[Footnote to rule 17 (6) (c) corrected by GNR.1512 of 2003.]

³ See rule 25 (1) (c).

[Footnote to rule 17 (7) corrected by GNR.1512 of 2003.]

⁴ In terms of section 136 (1) (b), a party must request the Commission to arbitrate a dispute within 90 days after the Commission has issued a certificate that the dispute has not been resolved. A request made outside of this time period may be condoned on good cause shown.

20. When the parties must hold a pre-arbitration conference.—

(1) The parties to an arbitration must hold a pre-arbitration conference dealing with the matters referred to in subrule

(2), if directed to do so by the Director.

(2) In a pre-arbitration conference, the parties must attempt to reach consensus on the following:

(a) any means by which the dispute may be settled;

(b) facts that are agreed between the parties;

(c) facts that are in dispute;

(d) the issues that the Commission is required to decide;

(e) the precise relief claimed and if compensation is claimed, the amount of the compensation and how it is calculated;

(f) the sharing and exchange of relevant documents, and the preparation of a bundle of documents in chronological order with each page numbered;

(g) the manner in which documentary evidence is to be dealt with, including any agreement on the status of documents and whether documents, or parts of documents, will serve as evidence of what they appear to be;

(h) whether evidence on affidavit will be admitted with or without the right of any party to cross-examine the person who made the affidavit;

(i) which party must begin;

(j) the necessity for any on-the-spot inspection;

(k) securing the presence at the Commission of any witness;

(l) the resolution of any preliminary points that are intended to be taken;

(m) the exchange of witness statements;

(n) expert evidence;

(o) any other means by which the proceedings may be shortened;

(p) an estimate of the time required for the hearing;

(q) the right of representation; and

(r) whether an interpreter is required and, if so, for how long and for which languages.

(3) Unless a dispute is settled, the parties must draw up and sign a minute setting out the facts on which the parties agree or disagree.

(4) A minute in terms of subrule (3) may also deal with any other matter listed in subrule (2).

(5) The referring party must ensure that a copy of the pre-arbitration conference minute is delivered to the appointed commissioner within seven days of the conclusion of the prearbitration conference.

(6) The commissioner may, after receiving a pre-arbitration minute—

(a) enrol the matter for arbitration;

(b) direct the parties to hold a further pre-arbitration conference; or

(c) make any other direction to the parties concerning the conduct of the arbitration.

(7) If a party that has referred a matter to arbitration fails to attend a pre-arbitration conference, the commissioner may deal with the matter in terms of rule 30.

(8) If any other party fails to attend a pre-arbitration conference without a justifiable reason, the commissioner may make an order of costs against that party.

(9) The parties to an arbitration may agree to hold a pre-arbitration conference in terms of subrule (2).

21. What notice must the commission give of an arbitration.—The Commission must give the parties at least 21 days notice, in writing, of an arbitration hearing, unless the parties agree to a shorter period.

22. How to determine whether a commissioner may arbitrate a dispute.—If during the arbitration proceedings it appears that a jurisdictional issue has not been determined, the commissioner must require the referring party to prove that the Commission has jurisdiction to arbitrate the dispute.

23. How to postpone an arbitration.—

(1) An arbitration may be postponed—

(a) by agreement between the parties in terms of subrule (2); or

(b) by application and on notice to the other parties in terms of subrule (3).

(2) The Commission must postpone an arbitration without the parties appearing if—

(a) all the parties to the dispute agree in writing to the postponement; and

(b) the written agreement for the postponement is received by the Commission more than seven days prior to the scheduled date of the arbitration.

(3) If the conditions of subrule (2) are not met, any party may apply in terms of rule 31 to postpone an arbitration by delivering an application to the other parties to the dispute and filing a copy with the Commission before the scheduled date of the arbitration.

(4) After considering the written application, the Commission may—

(a) without convening a hearing, postpone the matter; or

(b) convene a hearing to determine whether to postpone the matter.

PART FIVE - RULES THAT APPLY TO CONCILIATIONS AND ARBITRATIONS AND CON-ARBS

24. Where a conciliation or arbitration will take place.—

(1) A dispute must be conciliated or arbitrated in the province in which the cause of action arose, unless a senior commissioner in the head office of the Commission directs otherwise.

(2) The Commission within a province determines the venue for conciliation or arbitration proceedings.

25. Representation before the Commission.—

(1) (a) In conciliation proceedings a party to the dispute may appear in person or be represented only by—

(1) a director or employee of that party and if a close corporation also a member thereof; or

(2) any office bearer or official of that party's registered trade union or registered employers' organisation.

(b) In any arbitration proceedings, a party to the dispute may appear in person or be represented only by:

(1) a legal practitioner;

(2) a director or employee of that party and if a close corporation also a member thereof; or

(3) any office-bearer or official of that party's registered trade union or a registered employers' organisation.

(c) If the dispute being arbitrated is about the fairness of a dismissal and a party has alleged that the reason for the dismissal relates to the employee's conduct or capacity, the parties, despite subrule 1 (b), are not entitled to be represented by a legal practitioner in the proceedings unless—

(1) the commissioner and all the other parties consent;

(2) the commissioner concludes that it is unreasonable to expect a party to deal with the dispute without legal representation, after considering—

(a) the nature of the questions of law raised by the dispute;

(b) the complexity of the dispute;

(c) the public interest; and

(d) the comparative ability of the opposing parties or their representatives to deal with the dispute.

(2) If a party to the dispute objects to the representation of another party to the dispute or the commissioner suspects that the representative of a party does not qualify in terms of this rule,

the commissioner must determine this issue.

(3) The commissioner may call upon the representative to establish why the representative should be permitted to appear in terms of the Act.

(4) A representative must tender any documents requested by the commissioner, in terms of subrule (2), including constitutions, payslips, contracts of employment, documents and forms, recognition agreements and proof of membership of a trade union or employers' organisation.

[Rule 25 corrected by GNR.1748 of 2003.]

26. How to join or substitute parties to proceedings.—

(1) The Commission or a commissioner may join any number of persons as parties in proceedings if their right to relief depends on substantially the same question of law or fact.

(2) A commissioner may make an order joining any person as a party in the proceedings if the party to be joined has a substantial interest in the subject matter of the proceedings.

(3) A commissioner may make an order in terms of subrule (2)—

(a) of its own accord;

(b) on application by a party; or

(c) if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a party.

(4) An application in terms of this rule must be made in terms of rule 31.

(5) When making an order in terms of subrule (2), a commissioner may—

(a) give appropriate directions as to the further procedure in the proceedings; and

(b) make an order of costs in accordance with these rules.

(6) If in any proceedings it becomes necessary to substitute a person for an existing party, any party to the proceedings may apply to the Commission for an order substituting that party for an existing party, and a commissioner may make such order or give appropriate directions as to the further procedure in the proceedings.

(7) An application to join any person as a party to proceedings or to be substituted for an existing party must be accompanied by copies of all documents previously delivered, unless the person concerned or that person's representative is already in possession of the documents.

(8) Subject to any order made in terms of subrules (5) and (6), a joinder or substitution in terms of this rule does not affect any steps already taken in the proceedings.

27. How to correct the citation of a party.—If a party to any proceedings has been incorrectly or defectively cited, the Commission may, on application and on notice to the parties concerned, correct the error or defect.

28. When the Commission may consolidate disputes.—The Commission or a commissioner, of its own accord or on application, may consolidate more than one dispute so that the disputes may be dealt with in the same proceedings.

29. Disclosure of documents.—(1) Either party may request a commissioner to make an order as to the disclosure of relevant documents.

(2) The parties may agree on the disclosure of documents.

30. What happens if a party fails to attend proceedings before the Commission.—

(1) If a party to the dispute fails to attend or be represented at any proceedings before the Commission, and that party—

(a) had referred the dispute to the Commission, a commissioner may dismiss the matter by issuing a written ruling; or

(b) had not referred the matter to the Commission, the commissioner may—

(i) continue with the proceedings in the absence of that party; or

(ii) adjourn the proceedings to a later date.

(2) A commissioner must be satisfied that the party had been properly notified of the date, time and venue of the proceedings, before making any decision in terms of subrule (1).

(3) If a matter is dismissed, the Commission must send a copy of the ruling to the parties.

PART SIX – APPLICATIONS

31. How to bring an application.—

(1) This rule applies to any—

- (a) application for condonation, joinder, substitution, variation or rescission;
- (b) application in a jurisdictional dispute;
- (c) other preliminary or interlocutory application.

(2) An application must be brought on notice to all persons who have an interest in the application.

(3) The party bringing the application must sign the notice of application in accordance with rule 4 and must state—

- (a) the title of the matter;
- (b) the case number assigned to the matter by the Commission;
- (c) the relief sought;
- (d) the address at which the party delivering the document will accept delivery of all documents and proceedings;
- (e) that any party that intends to oppose the matter must deliver a notice of opposition and answering affidavit within fourteen days after the application has been delivered to it;
- (f) that the application may be heard in the absence of a party that does not comply with subparagraph (e);
- (g) that a schedule is included listing the documents that are material and relevant to the application.

(4) The application must be supported by an affidavit. The affidavit must clearly and concisely set out—

- (a) the names, description and addresses of the parties;
- (b) a statement of the material facts, in chronological order, on which the application is based, in sufficient detail to enable any person opposing the application to reply to the facts;
- (c) a statement of legal issues that arise from the material facts, in sufficient detail to enable any party to reply to the document;
- (d) if the application is filed outside the relevant time period, grounds for condonation in accordance with rule 9; and
- (e) if the application is brought urgently, the circumstances why the matter is urgent and the reasons why it cannot be dealt with in accordance with the time frames prescribed in these rules.

(5) (a) Any party opposing the application may deliver a notice of opposition and an answering affidavit within fourteen days from the day on which the application was served on that party. (b) A notice of opposition and an answering affidavit must contain, with the changes required by the context, the information required by subrules (3) and (4) respectively.

(6) (a) The party initiating the proceedings may deliver a replying affidavit within seven days from the day on which any notice of opposition and answering affidavit are served on it.

(b) The replying affidavit must address only issues raised in the answering affidavit and may not introduce new issues of fact or law.

(7) A commissioner may permit the affidavits referred to in this rule to be substituted by a written statement.

(8) In an urgent application, the Commission or a commissioner—

- (a) may dispense with the requirements of this rule; and
- (b) may only grant an order against a party that has had reasonable notice of the application.

(9) (a) The Commission must allocate a date for the hearing of the application once a replying affidavit is delivered, or once the time limit for delivering a replying affidavit has lapsed, whichever occurs first.

(b) The Commission must notify the parties of the date, time and place of the hearing of the application.

(c) Applications may be heard on a motion roll.

(10) Despite this rule, the Commission or a commissioner may determine an application in any manner it deems fit.

32. How to apply to vary or rescind arbitration awards or rulings.—

(1) An application

for the variation or rescission of an arbitration award or ruling must be made within fourteen days of the date on which the applicant became aware of—

(a) the arbitration award or ruling; or

(b) a mistake common to the parties to the proceedings.

(2) A ruling made by a commissioner which has the effect of a final order, will be regarded as a ruling for the purposes of this rule.

33. How to apply to refer a dismissal dispute to the Labour Court.—

(1) An application in terms of section 191 (6) of the Act to refer a matter to the Labour Court, must be delivered—

(a) within ninety days of a certificate that the dispute has not been resolved being issued; or

(b) by a party that has not requested arbitration, within fourteen days of the referral for arbitration being filed.

(2) Despite subrule (1), a party that requests arbitration may not thereafter make an application in terms of section 191 (6).

(3) The application must state the grounds on which a party relies in requesting that the dispute be referred to the Labour Court.

(4) If any party to the dispute objects to the matter being referred to the Labour Court, that party must state the grounds for the objection within seven days of receipt of the application.

(5) The Commission must notify the parties of its decision in terms of section 191 (8) within fourteen days of receiving the objection.

PART SEVEN - PRE-DISMISSAL ARBITRATION IN TERMS OF SECTION 188A

34. How to request a pre-dismissal arbitration in terms of section 188A.—

(1) An employer requesting the Commission to conduct a pre-dismissal arbitration, must do so by delivering a completed LRA Form 7.19 to the Commission.

(2) The employee must sign the LRA Form 7.19 unless the employee has consented in terms of section 188A (4) (b)5 to pre-dismissal arbitration in a contract of employment, in which case a copy of the contract must be attached to the form.

(3) When filing the LRA Form 7.19, the employer must pay the prescribed fee to the Commission. Payment of the fee may only be made by—

(a) bank guaranteed cheque; or

(b) electronic transfer into the bank account of the Commission.

(4) Within twenty-one days of receiving a request in terms of subrule (1) and payment of the prescribed fee, the Commission must notify the parties to the pre-dismissal arbitration of when and where the pre-dismissal arbitration will be held.

(5) Unless the parties agree otherwise, the Commission must give the parties at least fourteen days' notice of the commencement of the pre-dismissal arbitration.

(6) The Commission is only required to refund a fee paid in terms of subrule (3), if the Commission is notified of the resolution of the matter prior to issuing a notice in terms of subrule (4).

PART EIGHT – GENERAL

35. Condonation for failure to comply with the rules.—The Commission or a commissioner may condone any failure to comply with the time frames in these rules, on good cause shown.

36. Recordings of Commission proceedings.—

(1) The Commission must keep a record of—

- (a) any evidence given in an arbitration hearing;
- (b) any sworn testimony given in any proceedings before the Commission; and
- (c) any arbitration award or ruling made by a Commissioner.

(2) The record may be kept by legible hand-written notes or by means of an electronic recording.

(3) A party may request a copy of the transcript of a record or a portion of a record kept in terms of subrule (2), on payment of the costs of the transcription.

5 Only an employee whose earnings exceed the amount determined by the Minister in terms of section

6 (3) of the Basic Conditions of Employment Act, (currently R89 499 per annum), may consent to pre-dismissal arbitration in a contract of employment.

(4) After the person who makes the transcript of the record has certified that it is correct, the record must be returned to the provincial Registrar.

(5) The transcript of a record certified as correct in terms of subrule (4) is presumed to be correct, unless the Labour Court decides otherwise.

37. How to have a subpoena issued.—

(1) Any party who requires the Commission or a commissioner to subpoena a person in terms of section 142 (1) of the Act, must file a completed LRA Form 7.16 together with a written motivation setting out why the evidence of the person to be subpoenaed is necessary.

(2) A party requesting the Commission to waive the requirement for the party to pay witness fees in terms of section 142 (7) (c) must set out the reasons for the request in writing at the time of requesting the Commission to issue a subpoena in respect of that witness.

(3) An application in terms of subrule (1) must be filed with the Commission at least fourteen days before the arbitration hearing, or as directed by the commissioner hearing the arbitration.

(4) The Commission or a commissioner may refuse to issue a subpoena if—

- (a) the party does not establish why the evidence of the person is necessary;
- (b) the party subpoenaed does not have a reasonable period in which to comply with the subpoena;
- (c) the Commission or a commissioner is not satisfied that the party has made arrangements to pay the witness fees and the reasonable travel costs of the person subpoenaed.

(5) A subpoena must be served on the witness subpoenaed—

- (a) by the person who has requested the issue of the subpoena or by the Sheriff, at least seven days before the scheduled date of the arbitration; and
- (b) if so directed by the Commission, accompanied by payment of the prescribed witness fees for one day in accordance with the tariff of allowances published by notice in the Government Gazette in terms of section 142 (7) of the Act and the witnesses' reasonable travel costs.

(6) Subrules 4 (c) and 5 (b) do not apply if the Commission in terms of section 142 (7) (c), has waived the requirement to pay witness fees.

38. Payment of witness fees.—

(1) A witness subpoenaed in any proceedings in the Commission must be paid a witness fee in accordance with the tariff of allowances published by notice in the Government Gazette in terms of section 142 (7) of the Act.

(2) The witness fee must be paid by—

- (a) the party who requested the Commission to issue the subpoena; or
- (b) the Commission, if the issue of the subpoena was not requested by a party or if the Commission waives the requirement to pay witness fees in terms of section 142 (7) (c).

(3) Despite subrule (1), the commissioner may, in appropriate circumstances, order that a witness receive no fee or only part of the prescribed fee.

39. Taxation of bills of cost.—

(1) The basis on which a commissioner may make an order as to costs in any arbitration, is regulated by section 138 (10) of the Act.⁶

(2) The Director may appoint taxing officers to perform the functions of a taxing officer in terms of these rules.

(3) The taxing officer must tax any bill of costs for services rendered in connection with proceedings in the Commission on Schedule A of the prescribed Magistrates' Court tariff, in terms of the Magistrates' Courts Act, No. 32 of 1944, unless the parties have agreed to a different tariff.

(4) At the taxation of any bill of costs, the taxing officer may call for any book, document, paper or account that, in the taxing officer's opinion, is necessary to properly determine any matter arising from the taxation.

(5) Any person requesting a taxation must complete LRA Form 7.17 and must satisfy the taxing officer—

(a) of that party's entitlement to be present at the taxation; and

(b) that the party liable to pay the bill has received notice of the date, time and place of the taxation.

(5) Despite subrule (4), notice need not be given to a party—

(Editorial note: numbering as per original Gazette.)

(a) who failed to appear or to be represented at the hearing; or

(b) who consented in writing to the taxation taking place in that party's absence.

(6) Any decision by a taxing officer is subject to review by the Labour Court.

40. Certification and enforcement of arbitration awards.—

(1) An application to have an arbitration award certified must be made on or contain the information in—

(a) LRA Form 7.18 in respect of an award by a commissioner;

(b) LRA Form 7.18A in respect of an award in arbitration conducted under the auspices of a bargaining council.

(2) Any arbitration award that has been certified in terms of section 143 of the Act that orders the payment of an amount of money, may be executed:

(a) by using the warrant of execution in the LRA Form 7.18 or LRA Form 7.18A; or (b) the warrant of execution prescribed in the Rules for the Conduct of Proceedings in the High Court.

(3) For the purposes of subrule (2), an arbitration award includes an award of costs in terms of section 138 (10), a taxed bill of costs in respect of an award of costs and an arbitration fee charged in terms of section 140 (2).⁶ Section 138 (10) of the Act provides: The commissioner may not include an order for costs in the arbitration award unless a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner—

(a) by proceeding with or defending the dispute in the arbitration proceedings; or

(b) in its conduct during the arbitration proceedings.

41. What words mean in these rules.—Any expression in these rules that is defined in the Labour Relations Act,⁷ 1995 (Act No. 66 of 1995), has the same meaning as in that Act and—

“**Act**” means the Labour Relations Act, 1995 (Act No. 66 of 1995), and includes any regulation made in terms of that Act;

“**association**” means any unincorporated body of persons;

“**Commission**” means the Commission for Conciliation Mediation and Arbitration established by section 112 of the Act;

“commissioner” means a Commissioner appointed in terms of section 117 of the Act;

“Con-Arb” means proceedings held in terms of section 191 (5A);

“deliver” means serve on other parties and file with the Commission;

“Director” means the Director of the Commission appointed in terms of section 118 of the Act, and includes any person delegated by the director to perform any of the functions of the director;

“file” means to lodge with the Commission in terms of rule 7;

“Labour Court” means the Labour Court established by section 151 of the Act and includes any judge of the Labour Court;

“party” means any party to proceedings before the Commission;

“provincial registrar” means the provincial registrar of the Commission appointed in terms of section 120 of the Act in each of the provinces, or any other person authorised to act in the place of the Provincial Registrar;

“public holiday” means a public holiday referred to in section 1 of the Public Holidays Act, 1994 (Act No. 36 of 1994);

“rules” means these rules and includes any footnote to a rule;

“senior commissioner” means a senior commissioner appointed in terms of section 117 of the Act and includes any person delegated by the senior commissioner to perform any of the functions of the senior commissioner;

“serve” means to serve in accordance with rule 5 and “service” has a corresponding meaning; and

“taxing officer” means any employee of the Commission appointed by the Director in terms of rule 39.

Exhibit 21.3: The Workplace Challenge of Productivity SA

The Workplace Challenge (WPC) programme of Productivity SA is sponsored by the Department of Trade and Industry (DTI), of the Republic of South Africa. The programme is a means for South African organisations to improve their competitiveness. In some circles the programme is called a continuous improvement programme; others call it lean manufacturing, best operating practice, or world-class competitiveness. The programme is implemented over a two-year period in industrial clusters, under the guidance of a dedicated WPC change facilitator, and involves small groups of enterprises in a process of implementing the basic principles of continuous improvement. The basics include a world-class management system, goal alignment, cleaning and organising, teamwork and leadership, as well as basic cost/productivity improvement techniques, delivery/speed improvement techniques and quality improvement techniques. The cluster participants are also facilitated to share their lessons learnt and to learn from one another.

The Workplace Challenge User Group Programme utilises workplace transformation toolkits developed by Organisational Development International. The management system of the Workplace Transformation Toolkit aims at helping organisations to make a successful transition to a culture of continuous improvement. The management system teaches us to plan, to implement according to plan, to review plans, to take corrective actions, to measure and to celebrate achievements. It also teaches us about consistent and regular communication and to start off on the right foot by having purpose and a vision for the transformation of our workplace.

Sources: <http://www.workplacechallenge.co.za/pebble.asp?reid=416> and <http://www.workplacechallenge.co.za/pebble.asp?reid=395> (accessed 30 August 2013)

A case at hand 21.3: Implementing the Workplace Challenge change intervention at Health Connection Wholefoods

The following are some adapted extracts from the sources cited below.

The Health Connection is a well-known wholesale and retail health food supplier. It packs and re-packs various health foods and organic products. The company started 17 years ago with one store, but today the company consists of 35 employees led by the director and three managers. The company factory is in Tokai, in the Western Cape, and supplies 800 stores; it also has three health shops of its own and exports to neighbouring countries.

The company changed ownership in July 2009, when the new director, Alistair Noyce, bought the company as a good brand with potential to grow. When friends talked to Noyce about the Workplace Challenge programme, he organised a stakeholder meeting where the Workplace Challenge programme regional manager and change facilitator explained the features and benefits of the programme to all staff members. Everybody committed to going full-out for the WPC programme! Health Connection joined the Cape User Group and started with the Workplace Challenge programme in August 2010.

In November 2010, the company launched the Goal Alignment Toolkit. After Alistair, together with the financial manager, the operations manager, and the warehouse supervisor did a thorough SWOT analysis (strengths, weaknesses, opportunities and threats), they formulated the company vision, mission and values.

Then every one of the mini business units aligned their team vision to the company vision. In streamlining the goal-alignment practice throughout the company, the Workplace Challenge change facilitator helped every team to streamline their performance measures around the practices of quality, cost, delivery, safety and morale.

The teams started to arrange daily 10-minute meetings and weekly 30-minute meetings, following a standard agenda, to discuss performance and all issues related to operations. At such meetings, they measure their team's performance on an individual and group basis and fill in their team performance charts. Each team measures attendance, the team's quality performance, delivery performance, cost performance and the number of innovations generated by the team members.

The exercise of goal alignment also provided a good 'Aha!' experience to the members of the different teams, as they started to realise who they were suppliers or customers to, and who were customers or suppliers to them. It resulted in a sense of mutual support and interdependency. The director has made it a point to allow employees time to attend training (goal alignment, and cleaning and organising), and they have attended many of the mini business meetings to provide support.

The goal-alignment exercise produced good results in a number of areas:

- The overall company performance measures in the areas of quality, cost, delivery, safety and morale have been clarified, and each mini business unit now measures itself along the same lines.
- The company performance has improved, particularly in the areas of quality, cost, safety, and morale:
 - Quality – reported defects generally <2 per month
 - Cost – 43% reduction in debtors > 60 days
 - Cost – 46% reduction in maintenance costs
 - Safety – no accident or incident since the start of the programme
 - Morale – attendance is generally above 98%

Although delivery is still a bit of a concern, the company is getting there and their performance in this area has improved in the last three months (April to June 2011):

- 29% increase in bags packed per person
- 28% increase in orders picked per person
- 44% increase in orders dispatched per person
- 30% reduction in lines out of stock – a key measure of customer satisfaction

Source: The Workplace Challenge eNewsletter, October 2011, Productivity SA/DTI,
<http://www.workplacechallenge.co.za/MediaLib/Downloads/WPCHome/ImpactoftheWPC/CaseStudies4/Health%20Connection%20Case%20Study%20Oct%202011.pdf> (accessed 30 August 2013)

Sample report on HRM and sustainability issues

Ubuntu Limited and its subsidiaries: Human resource management report

Ubuntu's overall objective, as set out in its employment policy, is to ensure that the group's employment practices and remuneration policies motivate and retain talented employees, and create an attractive environment for all employees. The employment policy is periodically reviewed to ensure that it remains relevant and practical for the changing needs of current and potential employees.

Our vision

Our vision is to be the employer of choice in our field in every country in which we operate. In countries where specific legislation exists to enhance employment equity and practices, our vision is to be at the top end of compliance by including such requirements into our working practices. To this end, black economic empowerment and employment equity are high on our strategic agenda in South Africa.

Employment equity

The group has employment policies that it believes are appropriate to the business and the market in which it trades. Equal employment opportunities are offered to all employees. In South Africa, specific affirmative-action programmes are in place to enhance previously disadvantaged employees. We firmly endorse the four key areas of employment equity identified by the Employment Equity Act:

- Elimination of discrimination in decision making
- Promotion of employee diversity
- Reduction of barriers to advancement of the disadvantaged
- Introduction of measures and procedures for transformation

Black economic empowerment

Ubuntu realises that BEE is one of the solutions to realising the full economic potential of the country. To this end, Ubuntu is fully committed to sustainable broad-based BEE initiatives. The group is working towards compliance with the scorecards that are applicable to each of the sectors within the economy where its subsidiaries operate.

The group has developed targets for each of its subsidiaries based on codes relevant to those entities. The targets set are all within the time frame envisaged by the Department of Trade and Industry. Companies within the group are measured by means of a balanced scorecard, as provided by the appropriate industry in which they operate.

The group (and each of the individual companies) have enlisted the aid of consultants to prepare generic scorecards for each South African group company. Once these have been completed, a consolidated scorecard will be prepared for Ubuntu Limited.

The five-year targets are as follows:

- | | |
|--------------------------------------|--|
| • Equity ownership | X% black voting rights |
| • Management and control | X% black representation |
| • Employment-equity management | X% black representation – middle to senior |
| • Skills development | X% of payroll expended on training
X% of workforce as 'learners' |
| • Preferential procurement owned | X% of discretionary procurement from black-owned and empowered suppliers |
| • Enterprise development empowerment | X% of net asset value invested in black |

- Residual social X% non-monetary investment X% of net profit on industry-specific initiatives to facilitate the inclusion of black people; includes development.

The BEE initiatives of the group are discussed in more detail in the BEE section of the company's sustainability report, which is available on the company's website.

Building capacity with worldwide skills-development practices

Ubuntu is committed to the maintenance of standards by supporting and training staff through its world-class skills-development programme. This programme aims to develop both the technical and people skills required for the group to conduct its business on a worldwide basis.

Employment and development policies

Ubuntu has an employment-equity forum in each of its offices, which work closely with our human resources infrastructure in each country. They influence policies and monitor their application. These policies cover:

- induction training;
- mentorship programmes;
- career planning;
- gender issues;
- bursary schemes; and
- recruiting from historically disadvantaged communities.

The group will continue to have its operating decisions made at the appropriate levels of its diverse business. Participative management lies at the heart of this strategy, which relies on the building of employee partnerships at every level to foster mutual trust and to encourage people to think about how they can do things better.

Recognised trade unions

The group recognises the importance of working with trade unions for the purpose of collective bargaining. Of our group's employees, 70 per cent of are members of trade unions.

Recruitment

The company has a large number of interns from previously disadvantaged communities. It has achieved its 2014 recruitment target of 40 per cent for historically disadvantaged South African (HDSA) candidates in technical positions. For 2015 and 2016, these targets have been set at 45 per cent and 50 per cent, respectively. Recruitment of people with disabilities is estimated to increase to 6 per cent, and recruitment of HDSA in support functions is set at 100 per cent.

Retention, training and development

The company strives to retain its top talent in an environment that is competitive and at a time when the demand for HDSA professionals is high. This is achieved by programmes like international secondment and leadership programmes that enable technical staff to acquire international exposure, expertise and best practice. Training is an ongoing exercise within the group, as there is a greater need to keep track of the latest global and local trends and developments in industry. During the year, the group spent RX on formal training. This process is also enhanced by mentorship and coaching. Continuous support and development of staff, especially those from previously disadvantaged communities, is part of

our people-management policy globally. The South African company has set targets of 26 per cent, 28 per cent, and 30 per cent for the period 2014–2016 for the retention of HDSA staff.

Health and occupational safety

The risk-management committee is directly responsible for the assessment of Ubuntu's health and occupational safety policies. These are obtainable from Ubuntu's website. Part of this assessment includes the evaluation of relationships with groups representing workers' interests and the participation of these groups in worker health and safety committees. As at 31 December 2014, 77 per cent of workers were represented in these worker forums. The workers not represented are encouraged to become active in these groups.

Statistics

1. Recruitment and retrenchments

Total	employees	at	beginning	of	year
X					Recruitments
X	Separations	(including	68		redundancies)
(X)					
Total employees at end of year					<u>X</u>

2. Skills levels

The following is an analysis of the skills levels of our staff at 31 December 2014:

Skilled employees	X
Semi-skilled employees	<u>X</u>
Unskilled employees	<u>X</u>

Training per skills level (hours)

Employee type	South Africa		Abroad		Total	
	2014	2013	2014	2013	2014	2013
Skilled	X	X	X	X	X	X
Semi-skilled	X	X	X	X	X	X
Unskilled	X	X	X	X	X	X
Total	X	X	X	X	X	X

3. Employment statistics

	South	Africa
Abroad		
Average sales per employee	X	X
Average value added per employee	X	X
Average operating profit per employee	X	X
Average remuneration per employee	X	X
Average net earnings per employee	X	X
Investment in plant per employee	X	X
Average exports per South African employee	X	—
Employee costs as a percentage of sales	X%	X%
Employee costs as a percentage of value added	X%	X%

Labour turnover (number of leavers during year as a percentage of average number employed)

2014	2013	2012
X%	X%	X%

4. Summary of current staff

As at 31 December 2014, the company employs 1 855 people.

- 40 per cent of the executive committee members are from the previously disadvantaged communities.
- HDSA staff constitutes X per cent of the total staff profile.
- Shareholders constitute X per cent of the total staff, of whom X are HDSA.
- X per cent staff members are disabled.
- X per cent of the total staff are female.
- X per cent of the total staff are designated (i.e. African, coloured, Indian and white females).

Employee type	South Africa		Abroad		Total	
	2014	2013	2014	2013	2014	2013
Permanent staff	X	X	X	X	X	X
Contract-based staff	X	X	X	X	X	X
Total	X	X	X	X	X	X

5. Health and occupational safety

Employee type	South Africa		Abroad		Total	
	2014	2013	2014	2013	2014	2013
Work-related fatalities	X	X	X	X	X	X
Lost days and absenteeism due to injury	X	X	X	X	X	X

6. Projections

Based on the recruitment drive, retention policy and the business growth that is expected, the company plans to have 1 990 HDSA staff by 2017. We therefore estimate that:

- 50 per cent of the executive committee members will be from previously disadvantaged communities;
- HDSA staff will constitute 45 per cent of the total staff profile;
- 15 disabled staff members will be employed;
- female staff will constitute 50 per cent of the total; and
- designated staff will constitute 66 per cent of the total staff.

Ubuntu Limited and its subsidiaries: Remuneration report

Ubuntu's overall objective, as set out in its employment and social-responsibility policy, is to ensure that through the group's employment practices and remuneration policy it motivates and retains existing staff members and at the same time strives to create an attractive environment for potential employees. The employment and social-responsibility policy is periodically reviewed to ensure that it remains relevant and practical for the changing needs of employees and the communities in which we conduct our business.

1. Remuneration policy

The group believes it is best able to respond to the differing needs of the individual business

units with fair and attractive remuneration structures on a timely basis. Remuneration structures comprise:

- basic salary plus benefits, and, where appropriate,
- annual performance-related rewards, as well as
- share incentive schemes.

2. Salaries and benefits

Salaries are reviewed annually, in the context of individual and business unit performance as well as specific industry practices and trends. Reference is made to independent salary surveys on a regular basis. Benefits are largely determined by specific industry practices. All full-time employees are members of defined benefit or defined contribution pension and/or provident fund schemes. The group provides post-retirement medical-aid benefits only for existing pensioners. Employees now joining the group do not receive post-retirement medical aid benefits.

3. Annual performance-related awards

Where appropriate, annual performance-related payments are made to employees. The level of such payments is dependent upon a number of key measures, including the performance of the individual and the business unit concerned. Reference is also made to key economic drivers, including revenue generation and return on capital.

4. Share incentive schemes

Share options are awarded on both individual and corporate performance. Further details of share options are provided in the notes to the financial statements.

5. Directors' emoluments

Details of directors' emoluments for the year ended 31 December 2014 are provided in the directors' report.

Ubuntu Limited and its subsidiaries: Sustainability report

Economic sustainability

Value-added statement

The value-added statement measures performance in terms of value added by the group through the collective efforts of management, employees and the providers of capital. The statement shows how added value has been distributed to those contributing to its creation.

	2014	%	2013	%
Sales of goods and services	X		X	
Less: cost of materials and services	X		X	
Value added from trading operations	X	X	X	X
Income from investments	X	X	X	X
Total value added	X	X	X	X

Distributed as follows:

Management

Salaries, retirement, and other benefits	X	X	X	X
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Employees

Salaries, retirement, and other benefits	X	X	X	X
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Providers of capital

Dividends to shareholders	X	X	X	X
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Interest on borrowings	X	X	X	X
Government				
Taxation	X	X	X	X
Total distributions	X	X	X	X
Retained for reinvestment:				
Depreciation and amortisation	X		X	
Income retained in the business	X		X	
Total reinvested	X	X	X	X
Total distributions (including reinvestment)	X	X	X	X

Commentary

1. Total value added

Total value added increased by 85 per cent due to an increase of 88 per cent in the sale of goods and services, which was offset by an increase of 86 per cent in the cost of materials and services.

2. Total distribution to employees

The proportion of total distributions distributed to employees and management increased by 4 per cent.

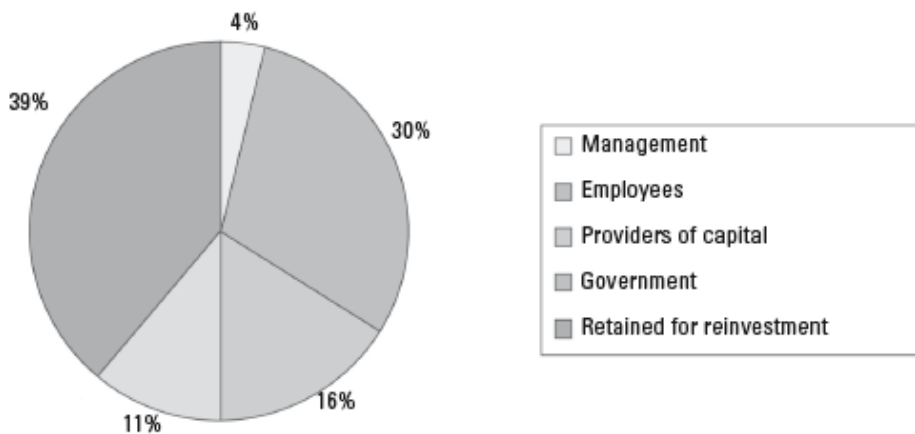
3. Taxation paid comprises:

	2014	2013
	R'000	R'000
SA normal tax and deferred tax	X	X
Share of tax of associates	(X)	X
Secondary tax on companies	X	X
	X	X

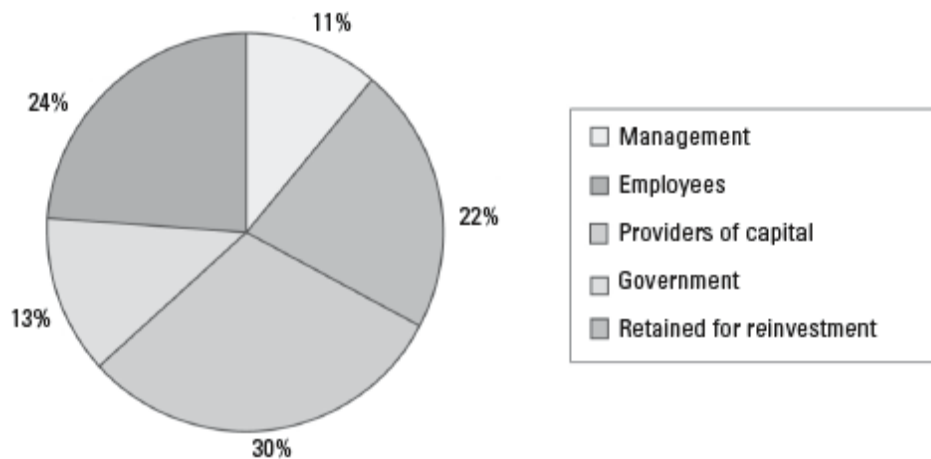
4. Income retained in business

Retained income excludes the share of income retained by associates so as not to distort the value added to raw materials, and comprises:

	2014	2013
	R'000	R'000
Retained profit for the year	X	X
Share of retained deficit/(earnings) of associates	X	X
Outside shareholders' interest in subsidiaries	X	X
	X	X
2014 Value added statement		



2013 Value added statement



Corporate social investment

Ubuntu's corporate social-investment philosophy and function have, over the years, been broadly underpinned by the concept of sustainable development. The policy of the Ubuntu Development Trust (UDT) is to act as facilitator rather than as sole sponsor of social-investment projects. In this way, the long-term sustainability of projects is encouraged, additional donors are attracted and formerly disadvantaged communities are empowered. During 2014, Ubuntu contributed RX million to the trust (2013: RX million). The UDT is a major national initiative through which business and government have joined hands to support the following strategic interventions:

1. Education

Support for education projects spanning the spectrum of needs from pre-school to tertiary study provides the UDT with the opportunity to make a difference in the lives of thousands of young people, expanding their learning skills and helping to build a stronger base for future economic growth.

Noteworthy contributions during 2014 were the provision of two classrooms at the Noqekwa Primary School in Charlsworth at a cost of RX and the provision of 50 computers to the James Johnson Secondary School in Landsdonne, at a cost of RX, together with ongoing technical support.

2. Skills training and job creation

One of South Africa's greatest challenges is its high level of unemployment. Ubuntu has become involved in various projects with stakeholder participation, delivering skills development relevant to work opportunities. These projects are aimed at improving the economic livelihoods of people in rural areas, and include training programmes. This is a particularly challenging area of development, but even modest income generation can make a real difference for people on the economic margin.

3. Small-business development

The identification of business opportunities and the subsequent establishment of businesses is well on track. Business unit management is actively assisting in identifying business opportunities, which are then made available to individuals from previously disadvantaged communities.

The group deals with BEE by implementing various options to allow meaningful equity participation by historically disadvantaged individuals, based on the premise that such participation should be value-enhancing and aligned to the desired long-term positioning and vision of the group. Furthermore, the group is committed to support small entrepreneurs through its own procurement policies. Discretionary procurement is specifically targeted at small companies, with particular emphasis on the advancement of empowerment companies.

4. Environmental

In each of its regions, Ubuntu is regulated by a wide range of laws that address, amongst others, issues such as noise, discharges to air and water, and removal of waste. Regulations in all countries in which we operate require that an environmental-impact assessment of our project be conducted prior to any planned expansion. Ubuntu proactively engages in these processes to ensure that our current and planned operations meet requirements.

Ubuntu Ltd is not aware of any pending environmental litigation, and no fines or penalties have been imposed during 2014 for non-compliance with environmental regulations and permits. Any infringements are reported to the relevant regulators and corrective action is taken as soon as practicable in all circumstances.

Ubuntu also contributed to a number of pilot studies to test the sustainability of environmental projects. These projects include environmental projects at various primary schools in Mpumalanga and the internal housing strategy in Polokwane.

The risk-management committee is currently performing an assessment of the group's release of greenhouse gases into the atmosphere as a result of its manufacturing activities. This assessment has been broadened to include a total assessment of the impact of all the group's operations on the environment. Climate changes represent both risks and opportunities for the group. Since Ubuntu Limited is committed to the concept of existing in harmony with the environment in which it operates, future projects will evaluate the possibility of leveraging the group's strong history of environmental responsibility to build plants that are environmentally friendly and that will result in the group obtaining carbon credits. It is not anticipated that future regulation in this field will have a significant impact on the group.

SOCIAL SUSTAINABILITY

Health and safety

Refer to the human resource management report.

HIV/Aids

The group recognises that one of the biggest challenges facing South Africa is the scourge of HIV/Aids. The syndrome affects all facets of Ubuntu's operations. Employees, suppliers and customers are all affected, which leads to a range of challenges that the company must deal with.

The management of HIV/Aids is an important challenge for Ubuntu. Ubuntu has determined that HIV/Aids will have an impact on the following risk areas: operations, target market, suppliers, legal and health. Whilst all these risks are under investigation, Ubuntu has adopted the following core principles as a basis for its HIV/Aids policy:

- Continually assess the risks posed by HIV/Aids on the business
- Limit the number of new infections among employees
- Ensure employees living with HIV/Aids are aware of their rights, and that their rights are respected and protected
- Provide care and support to employees living with HIV/Aids

HIV/Aids structures

In order to achieve the policy objectives, Ubuntu has formed an HIV/Aids committee ('the committee'). The committee consists of three experienced independent medical practitioners, four union representatives and five members of senior management. Ubuntu has trained five peer educators who are full-time employees who have shown compassion and willingness to assist their fellow HIV-positive colleagues to ensure that HIV-positive employees receive care and support in their work environment. Peer educators facilitate peer support groups, which meet once a month during office hours to discuss their issues around living and coping with the syndrome.

Prevalence rate

To identify the current prevalence rate, the committee, with the cooperation and support of the union, conducted two studies: an actuarial study of the group's risk profile and a survey to measure the employees' knowledge, attitudes, practices and beliefs about HIV/Aids. The results indicate a prevalence rate of 15 per cent. Another study will be performed at the end of the next financial year to assess whether the group's intervention programmes are having any impact.

Actuarial impact analysis

The committee employed the services of an actuary to assess the current and future expected costs to the organisation, resulting directly and indirectly from HIV/Aids. The actuary's conclusions were as follows:

Current costs

	Medical cost (R m)	Absenteeism (R m)	Operational (R m)	Training (R m)	Funeral (R m)	Total (R m)
2014	X	X	X	X	X	X

Future costs – assuming no further improvement

	Medical cost (R m)	Absenteeism (R m)	Operational (R m)	Training (R m)	Funeral (R m)	Total (R m)
2015	X	X	X	X	X	X
2016	X	X	X	X	X	X

Future costs – assuming reduction of new infections by 30 per cent

	Medical cost (R m)	Absenteeism (R m)	Operational (R m)	Training (R m)	Funeral (R m)	Total (R m)
2015	X	X	X	X	X	X
2016	X	X	X	X	X	X

Ubuntu recognises the cost involved to both the group and the community of not taking progressive steps in combating the syndrome and has therefore allocated an additional R X worth of resources from its annual budget to fighting HIV/Aids. The HIV/Aids committee has approved the budget.

Awareness of HIV/Aids

The committee has focused its attention on identifying and measuring the extent of the risk of HIV/Aids to the organisation. In order to identify employees' level of awareness, the committee used the help of three psychologists and a qualified counsellor to anonymously survey all staff members through a knowledge, attitudes, practices and beliefs survey. The results of the survey revealed a low level of awareness of the key causes of HIV/Aids and behaviour to mitigate the risk. As a result, an awareness campaign was launched in partnership with a local NGO, Positive Living. This awareness campaign was carried out over four weeks, and all staff, including executive management, participated. Each year, twice a year, new employees will attend an awareness session as part of their induction programme. Regular 18-month follow-up surveys will be scheduled to identify whether employees' level of awareness has improved.

Education

To build on the awareness programme, an ongoing education programme has been instituted. The first phase of this programme was to train peer educators, who will then provide HIV/Aids education to all staff on an ongoing basis. Peer educators receive training on lay counselling, grief management, company benefits, first aid and treatment of workplace injuries. Peer educators have also formed relationships with community healthcare centres to refer employees and their family members for help. In addition, peer educators are trained in condom distribution and demonstration. They are responsible for monitoring condom supply and consumption.

Overall support

It is compulsory for all Ubuntu employees and their immediate family members to be members of a medical aid. The HIV/Aids committee, with the assistance of an actuary, is in the process of analysing whether the current medical aid provides adequate cover to employees and their families in respect of HIV/Aids. From the beginning of the current

financial year, Ubuntu has employed the services of two doctors and a psychologist to provide free counselling and testing for employees and their immediate family members. The doctors distribute antiretroviral medication to infected staff members. Counselling and testing treatment facilities are situated off Ubuntu's premises so as to maintain discretion and confidentiality.

Communication

The expected impact of HIV/Aids on the organisation and procedures to be followed if employees require counselling or testing, or want any other information in respect of HIV/Aids, are standard agenda items of the monthly staff meetings. English, Afrikaans, Zulu and Xhosa pamphlets are available to all employees and visitors detailing the rights of employees living with HIV/Aids. The committee holds biannual meetings where all employees, union members and shareholders are invited to attend. The meetings are held to inform interested stakeholders of the goals that have been set and the progress made during the past six months, as well as to identify any issues the stakeholders feel are not being addressed.

Key challenges

The committee has identified the following challenges for which plans are currently underway:

- An increase in the absenteeism rate. The committee is considering extending the current educational programmes to the families of employees and becoming involved in community projects, as the majority of employees are drawn from communities where the infection rates are high. The group is in the process of negotiating a fair leave allowance to be granted to employees. Part of this negotiation also includes discussion about additional benefits to be given to HIV-positive employees after their death, such as family education support and family housing support.
- A decrease in productivity due to the increased level of absenteeism and mortality rate – consideration is being given to multiskilling staff members and improving on recruitment and training of staff members.
- An increase in the financial exposure and risk. The committee is analysing the impact HIV/Aids may have on the group's current suppliers and customers.
- An increase in litigation risk. The group is continually educating its employees on the rights of HIV-positive employees. Any employee guilty of discrimination against another as a result of their HIV/Aids status will be subject to disciplinary action. The group has dedicated training resources to educating all levels of management, and particularly human resource staff, about the various legislations that govern management of HIV/Aids in the workplace.

Source: Adapted from Everingham and Kana (2008)