



The Kingdom of Eswatini

Eswatini National Arts and Culture Policies



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1

STORES, GOODS AND UNIFORMS

1 STORES, GOODS AND UNIFORMS

1.1 POLICY OBJECTIVES

The ordering, procurement, control and dispatch of stores, goods and uniforms shall be governed by the ENCAC Accounting Procedures.

1.1.1 Allocation

- 1.1.1.1 When stores, material equipment or goods have been issued to an employee, that employee shall be responsible for their safe custody, as well as their economical and effective use and for the return of any surplus. An employee shall obtain prior approval from his relevant supervisor in writing for the use of any surplus for a purpose different from that for which it was issued.

1.1.2 Usage

- 1.1.2.1 Except in the discharge of his official duties an employee shall not use or permit to be used any property or goods of the Organization or remove or cause them to be removed from the premises of the Organization or in any part, reserve or monument.

1.1.3 Personal Protective equipment

- 1.1.3.1 Management will ensure that at all times employees' protective clothing and other gear considered essential for the execution of their duties are in good condition and reflect a positive image of the ENCAC and as such protective clothing will have an issuing date and expiry date.

1.1.4 Uniform

- 1.1.4.1 An employee may be provided with such uniform and other personal equipment as is necessary for the proper execution of his/her duties as may be laid down from time to time provided that all such uniforms and equipment issued to him/her shall remain the property of the Organization. ENCAC declares wearing protective clothing and or uniform compulsory and a disciplinable offence should you not adhere.

1.1.5 Discipline: failure to provide or deviate from the above employee shall be subjected to the process

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HEALTH, WELLNESS & HIV AND AIDS

2 HEALTH, WELLNESS & HIV AND AIDS

2.1 PURPOSE OF THE POLICY

- 2.1.1 The purpose of this policy is to ensure a consistent and equitable approach to the prevention of pandemics among employees and their families and to the management of the consequences of HIV/AIDS, including the care and support of the employees living with HIV/AIDS.
- 2.1.2 The policy has been developed and will be implemented in consultation with employees at all levels.

2.2 HIV AIDS PRINCIPLES

ENCAC does not discriminate or tolerate discrimination against employees and job applicants on any health grounds, including HIV status.

2.3 SPECIFIC PROVISIONS

- 2.3.1 Stigma, discrimination and rights
 - 2.3.1.1 Rights of employees' who are HIV positive: HIV positive employees will be protected against discrimination, victimization or harassment.
 - 2.3.1.2 Employment opportunities and termination of employment: No employee should suffer adverse consequences, whether dismissal or denial of appropriate alternative employment opportunities on the basis of HIV infection.
 - 2.3.1.3 Testing: This is not a prerequisite for recruitment, access to training or promotion. The staff are however free to access confidential testing services.
 - 2.3.1.4 Confidentiality: The ENCAC recognizes the sensitive issues that surround HIV/AIDS and undertakes to handle matters in a discreet and private manner.
- 2.3.2 Awareness raising and education
 - 2.3.2.1 Appropriate awareness and education programs will be conducted to inform employees about HIV and AIDS which will enable them to protect themselves and others against infection by HIV.
 - 2.3.2.2 Practical measures to support behavior change and risk management will include the awareness of sexually transmitted infections (STIs) and TB and the distribution of male and female condoms.
 - 2.3.2.3 Training shall be arranged for key staff including managers, supervisors and officers.
 - 2.3.2.4 Reasonable time off will be given for participation in education and training

2.3.3 Care and support for employees and their families

- 2.3.3.1 The ENCAC will treat employees who are infected or affected by HIV/AIDS with empathy and care, providing all reasonable assistance which may include counselling, time off, sick leave, family responsibility leave and information regarding the virus and its effects.
- 2.3.3.2 It is the policy of the ENCAC to respond to the changing health status of employees by making reasonable accommodation in the work place for those infected with HIV. Employees may continue to work as long as they are able to perform their tasks safely and in accordance with accepted performance standards.
- 2.3.3.3 If an employee with HIV AIDS is unable to perform his or her role adequately, the manager will resolve the problem with the Human Resource Department according to normal procedure.

2.3.4 Health and Safety

- 2.3.4.1 Managers will institute checks at work in accordance with statutory requirements, ensuring that safe systems of work are in place and operating effectively, and that unsafe working practices are avoided.
- 2.3.4.2 Managers will check on any reports of hazards and other health and safety problems and without delay, take such action as is appropriate.
- 2.3.4.3 Managers will inquire into the circumstances of any accident, incident or dangerous occurrence within the ENCAC's premises and fields of locations.
- 2.3.4.4 In the case of a reportable accident the appropriate enforcing authority will be advised and a full investigation undertaken in relation to the circumstances, and keeping the CEO fully informed.
- 2.3.4.5 Supervisors will ensure that all staff members are kept advised of workplace standards in the context of the ENCAC's Health and Safety Policy, and are provided with information on accidents and with other health, safety and welfare information.
- 2.3.4.6 All staff must co-operate with management in ensuring that rules and procedures are complied with including, where appropriate the wearing of correct protective clothing and equipment and the use of appropriate safety devices.
- 2.3.4.7 All staff must report accidents to their Supervisor who will then notify the HR Officer, Staff must co-operate with the ENCAC in the investigation of any accident.
- 2.3.4.8 Staff who have suggestions for the improvement of the ENCAC's health and safety performance are encouraged to contact either their Supervisor or the HR Manager.

- 2.3.4.9 First aid kits will be kept in the office as well as in vehicles and easily accessible under the control of a first aider or other designated person (nurse or trained driver). Any injury, no matter how slight will be examined by a first aider and any appropriate treatment administered.
- 2.3.4.10 Details of any first aid treatment administered will be recorded, together with details of the incident leading to injury.
- 2.3.4.11 The first aider will regularly check the contents of the first aid kit and re-stock when necessary.
- 2.3.4.12 Health and Wellness activities that contribute to the achievement of the policy's aims and objectives will be outlined within the collaboratively developed health and Wellness plan.
- 2.3.4.13 The health and Wellness plan identifies specific health and Wellness initiatives and their management. These will include, but not limited to: work overload, burnout, stress management and **others**.

3

STAFF TRAINING AND DEVELOPMENT POLICY AND PROCEDURES

3.1 POLICY STATEMENT

- 3.1.1 The ENCAC recognizes that all employees are the most valuable asset and that its Vision, Mission and value will primarily be realized through employees who possess vast knowledge, skills and requisite attitudes occasioned by appropriate training and development interventions.
- 3.1.2 It is the policy of the ENCAC to provide all deserving employees with the opportunity for short and medium term staff development and to give them the necessary skills and know-how for the attainment of the mission, goals and objectives. Training opportunities are open to all members of staff but with due regard being given to other relevant factors as listed hereunder:
- 3.1.3 The **HOD** in consultation with **HRD** shall deliberate on all training issues and make recommendations to the CEO. The objectives and aims of each training activity must be clear before embarking on it;
- 3.1.4 Align human resource development to the strategy of the ENCAC. To have skills based training for all the employees of the ENCAC.
- 3.1.5 Performance/competence driven training shall take priority, identifiable through training needs derived from appraisals and retain-ability of the participants, must be undertaken on a cost benefit principle; to show commitment of the ENCAC to the training and development of all employees in order to achieve the strategic goals of the organization.
- 3.1.6 Training is a continuous process and thus it shall not only be a question of course, seminars etc., but learning on the job will be an important part of professional training;
- 3.1.7 Departmental Managers and Supervisors shall be responsible for the training of their respective staff members; and as such they have a major role in identifying training needs and recommending relevant training for them or create a skills pool for succession planning.
- 3.1.8 All training shall have the CEO's approval before commencement.
- 3.1.9 The ENCAC may motivate that an employee undergo training under the following categories:

3.2 SHORT TERM TRAINING

To attend a course not exceeding one month in order to create awareness of the ENCAC best practice. Such training shall be initiated by the Head of Department and approved by the CEO, subject to availability of funds.

3.3 MEDIUM TERM TRAINING

To attend a course whose duration exceeds one month but is not longer than 6 months. Such course will be for a valuable employee who may lack the relevant experience to do the job or

has been identified to take on additional responsibility. The Head of Department will initiate the training provided it was budgeted for and availability of funds. The training may include secondment of the employee to another institution.

3.4 LONG TERM FULL TIME TRAINING

Long term full time training shall be considered on the following terms:

- 3.4.1 The employee has been working for the ENCAC for at least two (2) years
- 3.4.2 The employee's appraisals show that he/she has potential to add value to the organization.
- 3.4.3 The training programme is relevant to the ENCAC business.
- 3.4.4 The employee training is with a reputable institution.
- 3.4.5 The training has been recommended by HOD and HR to the CEO.
- 3.4.6 The employee undertakes that on his return he/she will work for the ENCAC for the stipulated and agreed period.
- 3.4.7 The employee shall have signed and agreed on terms as stipulated by a training bond.
- 3.4.8 Training shall not be more than two years.
- 3.4.9 Availability of funds.

3.5 ALLOWANCES DURING TRAINING

In view of the fact that this procedure covers training within the region and abroad, on top of in-house programs to be organized by the ENCAC, it is important that eligible officers be provided with modest but yet sufficient maintenance allowances to meet various costs such as tuition, subsistence, incidentals and return travel as per government standards and practice.

4

SEXUAL HARASSMENT POLICY AND PROCEDURES

4 SEXUAL HARASSMENT POLICY AND PROCEDURES

4.1 POLICY STATEMENT

- 4.1.1 The ENCAC is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment.
- 4.1.2 The ENCAC will operate a zero tolerance policy for any form of sexual harassment in the workplace, treat all incidents seriously and promptly investigate all allegations of sexual harassment.
- 4.1.3 Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment.
- 4.1.4 All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimized for making such a complaint.

4.2 DEFINITION OF SEXUAL HARASSMENT

Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment and career progression, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient.

Sexual harassment can involve one or more incidents and actions constituting harassment which may be physical, verbal and non-verbal. Examples of conduct or behavior which constitute sexual harassment include, but are not limited to:

- 4.2.1 Physical Conduct
 - 4.2.1.1 Unwelcome physical contact including patting, pinching, stroking, kissing, hugging, fondling, or inappropriate touching.
 - 4.2.1.2 Physical violence, including sexual assault
 - 4.2.1.3 The use of job-related threats or rewards to solicit sexual favors
- 4.2.2 Verbal Conduct
 - 4.2.2.1 Comments on a worker's appearance, age, private life, etc.
 - 4.2.2.2 Sexual comments, stories and jokes
 - 4.2.2.3 Sexual advances
 - 4.2.2.4 Repeated and unwanted social invitations for dates or physical intimacy
 - 4.2.2.5 Insults based on the sex of the worker
 - 4.2.2.6 Condescending or paternalistic remarks

- 4.2.2.7 Sending sexually explicit messages (by phone or by email)
- 4.2.3 Non-Verbal Conduct
 - 4.2.3.1 Display of sexually explicit or suggestive material
 - 4.2.3.2 Sexually-suggestive gestures
 - 4.2.3.3 Whistling
 - 4.2.3.4 Leering
- 4.2.4 Victims of Abuse
 - 4.2.4.1 Anyone can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. The ENCAC recognizes that sexual harassment may also occur between people of the same sex. What matters is that the sexual conduct is unwanted and unwelcome by the person against whom the conduct is directed.
 - 4.2.4.2 The ENCAC recognizes that sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between manager or supervisor and employee.
 - 4.2.4.3 All sexual harassment is prohibited whether it takes place within premises or outside, including at social events, business trips or training sessions.

4.3 COMPLAINTS PROCEDURES

- 4.3.1 Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. The ENCAC recognizes that sexual harassment may occur in unequal relationships (i.e. between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged harasser.
- 4.3.2 If a victim cannot directly approach an alleged harasser; he/she can approach one of the designated staff members responsible for receiving complaints of sexual harassment. This person could be another supervisor, a member of the human resources department, etc.
- 4.3.3 When a designated person receives a complaint of sexual harassment, he/she will:
 - 4.3.3.1 immediately record the dates, times and facts of the incident(s)
 - 4.3.3.2 ascertain the views of the victim as to what outcome he/she wants
 - 4.3.3.3 ensure that the victim understands the company's procedures for dealing with the complaint
 - 4.3.3.4 discuss and agree the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome. a confidential record of all discussions

should be kept.

4.3.3.5 respect the choice of the victim

4.3.3.6 ensure that the victim knows that they can lodge the complaint outside of the company through the relevant country/legal framework

4.3.4 Throughout the complaints procedure, a victim is entitled to be helped by an independent counselor identified through ENCAC procedures.

4.4 INFORMAL COMPLAINTS MECHANISM

If the victim wishes to deal with the matter informally, the designated person will:

4.4.1 Give an opportunity to the alleged harasser to respond to the complaint

4.4.2 Ensure that the alleged harasser understands the complaints mechanism

4.4.3 Facilitate discussion between both parties to achieve an informal resolution which is acceptable to the complainant, or refer the matter to a designated mediator within the ENCAC to resolve the matter and ensure that a confidential record is kept of what happens.

4.4.4 Follow up after the outcome of the complaints mechanism to ensure that the behavior has stopped.

4.4.5 Ensure that the above is done speedily and within five (5) days of the complaint being made.

4.5 FORMAL COMPLAINTS MECHANISM

If the victim wants to make a formal complaint or if the informal complaint mechanism has not led to a satisfactory outcome for the victim, the formal complaint mechanism should be used to resolve the matter.

4.5.1 The designated person who initially received the complaint will refer the matter to a human resources manager to institute a formal investigation.

4.5.2 The human resources manager may deal with the matter him/herself, refer the matter to an internal or external investigator or refer it to a committee of three others in accordance with this policy.

4.5.2.1 The person carrying out the investigation will:

4.5.2.2 Interview the victim and the alleged harasser separately

4.5.2.3 5.3.2 interview other relevant third parties separately

4.5.3 Decide whether or not the incident(s) of sexual harassment took place

4.5.4 Produce a report detailing the investigations, findings and any recommendations

- 4.5.5 If the harassment took place, decide what the appropriate remedy for the victim is, in consultation with the victim (i.e.- an apology, a change to working arrangements, a promotion if due or reinstatement if demoted as a result of the harassment, training for the harasser, discipline, suspension, dismissal)
- 4.5.6 A follow up to ensure that the recommendations are implemented, that the behavior has stopped and that the victim is satisfied with the outcome. If it cannot be determined that the harassment took place, he/she may still make recommendations to ensure proper functioning of the workplace.
- 4.5.7 Keep a record of all actions taken.
- 4.5.8 Ensure that all the records concerning the matter are kept confidential.
- 4.5.9 Ensure that the process is done as quickly as possible and in any event within [5] working days of the complaint being made.

4.6 OUTSIDE COMPLAINTS MECHANISMS

A person who has been subjected to sexual harassment can also make a complaint outside of the company. They can do so through any Police Station.

4.7 SANCTIONS AND DISCIPLINARY MEASURES

- 4.7.1 Anyone who has been found to have sexually harassed another person under the terms of this policy is liable to any of the following sanctions:
 - 4.7.1.1 Verbal or written warning
 - 4.7.1.2 Adverse performance evaluation
 - 4.7.1.3 Transfer
 - 4.7.1.4 Demotion
 - 4.7.1.5 Suspension
 - 4.7.1.6 Dismissal
- 4.7.2 The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial.
- 4.7.3 Certain serious cases, including physical violence, will result in the immediate dismissal of the harasser.

5

STAFF FILE POLICY AND PROCEDURE

5 STAFF FILE POLICY AND PROCEDURE

5.1 POLICY STATEMENT

- 5.1.1 It is the ENCAC's policy to ensure that it maintains all staff information in a secure and confidential manner so as to keep an all-time trace of former, current and future employees.
- 5.1.2 Information in staff files is therefore classified and confidential; only accessible through the office of the Human resource or his / her delegate.

5.2 APPLICABLE DOCUMENTS

- 5.2.1 Job Application Letters/Forms
- 5.2.2 Resume
- 5.2.3 Offer of Appointment
- 5.2.4 Contract of employment
- 5.2.5 Personal Detail Form
- 5.2.6 Police Report
- 5.2.7 Personal and Official Documents (Appraisals, Warnings, Leave applications, Stop Orders, etc.
- 5.2.8 Medical report

5.3 GUIDING PROCEDURES – OPENING & MAINTENANCE OF STAFF FILE

The following guidelines must be observed and adhered to:

- 5.3.1 Standard and secure File Cover is used for all staff files
- 5.3.2 The File cover detail names and employment number of the staff Personal Details form attached to the first inner cover of the file.
- 5.3.3 All personal information submitted and requested from the staff upon recruitment.
- 5.3.4 All staff files must be stored in designated secure lockable drawers.
- 5.3.5 Contents of the file must be affixed at all times in the file with the latest activity document in the file being the top content.
- 5.3.6 Only the CEO/ HR personnel or delegated officer shall be allowed access to staff file.
- 5.3.7 No staff shall be allowed to uplift any information within his file without requisite written permission from the Head of HR. In the event such permission is granted, conditions thereof shall be set at the discretion of the Head HR and in line with

acceptable HR practices and audit trail.

- 5.3.8 Staff shall be allowed to update only personal and or academic information in his file.
- 5.3.9 Where the staff needs to update personal or academic information he shall do so in writing to the HR Head alerting him/her about need for such and areas he would want to update and reasons thereof
- 5.3.10 HR Staff shall not divulge any information in the staff file to or anyone except on written authority from the CEO or Head of HR or upon formal request from personnel with minimum clearance level.
- 5.3.11 In the event of a need to access an employee's personal file by relevant external bodies, the CEO or Head of HR shall authorize such release.
- 5.3.12 Unless it is to ward off a disaster and or would render legal investigations redundant, the Staff shall always be informed of this request at all times.
- 5.3.13 In the event where the entire file is needed by external legal bodies, a written request shall be made seeking the staff concerned to object and or consent to the request for the entire file and its contents.
- 5.3.14 The Staff member's consent shall not be unreasonably withheld.
- 5.3.15 Should there be need for staff file to be sent to another department, this should only be done on authorised and official duty, necessary record of such movement shall be maintained and signed for in movement forms.
- 5.3.16 All staff files are under sole and exclusive custody of the HR Department

6

PERFORMANCE MANAGEMENT POLICY AND PROCEDURES

6.1 POLICY STATEMENT

- 6.1.1 The ENCAC aims to maximize employee potential by providing a conducive work environment that provides the opportunity for employees to perform. The organization recognizes that the key to successful performance management lies in honest two-way communication between managers/supervisors and employees. This communication aims at clarifying;
- 6.1.2 The goals to be achieved
- 6.1.3 How individual staff members are contributing to organizational goals
- 6.1.4 What skills or behaviors need to be enhanced/developed to maximize contribution.

6.2 PROCEDURE

Performance Appraisal System; The linear system, of supervisor and subordinate is an employee performance management tool that focuses on self-appraisal as well as supervisor input. The role of employees is to participate professionally and constructively in the performance management process which is outlined below.

6.2.1 The Planning Stage Focuses on:

The Supervisor and employee shall sit down at the commencement of each term and:

- 6.2.1.1 Identify, list all agreed employee objectives that need to be achieved.
- 6.2.1.2 List all the critical factors necessary for the employee to perform well.
- 6.2.1.3 Define and list corresponding performance measurement indicators for each objectives.

6.2.2 Performance Management System

Implementing the appraisal system shall be guided by the following:

- 6.2.2.1 Setting of employee performance targets shall jointly undertaken by the Supervisor and employee ensuring that:
- 6.2.2.2 Clear annual/bi annual performance objectives between subordinate and supervisor/manager are set.
- 6.2.2.3 The objectives fully meet the SMART Principle – Specific Measurable Achievable Realistic Time bound.
- 6.2.2.4 The employee fully understands the set targets as well as how they will be measured (KPI's – Key Performance Indicators).
- 6.2.2.5 The PMS form is signed by both parties duly witnessed by the HR Manager and filed in the employee file.

6.2.3 Performance appraisals

- 6.2.3.1 Shall be conducted twice annually at the end of September and March for submission to HR Manager not later than 15 days of October and April.
- 6.2.3.2 The employee shall score themselves while the Supervisor scores them. Thereafter the two meet in order to compare the scores, discuss and agree where there are differences.
- 6.2.3.3 Appraisal meeting must be done in a private place with no disturbance & must not be postponed once set out unless it's beyond controllable circumstances.
- 6.2.3.4 Employees must get a self assessment form which they fill & provide areas of achievement which must be substantiated. Where the need arises they could tag someone to collaborate their achievement.
- 6.2.3.5 Officers on sick leave or maternity leave could have a "back to work" interview with supervisor to set out areas of review & or appraisal depending on the period of absence to set ground for an assessment during the review/appraisal period.
- 6.2.3.6 Harmonization of scores will be necessary where the Supervisor and Employee do not agree. In this case the disputed areas shall be referred to the HR Manager who shall review, at their discretion interview either party and issue a verdict.
- 6.2.3.7 Appeals against harmonized scores shall be referred to the **Chief Executive Officer (CEO) (except for CEO who is appraised by the board – who appeals to the Minister)** whose decision shall be final and binding upon all parties.
- 6.2.3.8 The EXCO shall be appraised by the CEO and their appeals for harmonized scores shall be referred to the board.
- 6.2.3.9 Performance monitoring is a continuous process right through the year and noted potential challenges by either party should be addressed immediately.
- 6.2.3.10 Supervisors will conduct performance reviews and planning sessions with all regular full-time employees after three to six months of service. Supervisors may conduct informal performance reviews and planning sessions more often if they choose.
- 6.2.3.11 Performance reviews and planning sessions are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee

and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

- 6.2.3.12 ENCAC at its discretion may directly link salary increases with performance. An employee's performance review and planning sessions may have a direct effect on any changes in his/her compensation. For this reason among others, it is important to prepare for these reviews carefully, and participate in them fully.
- 6.2.3.13 New employees will be reviewed at the end of their probationary periods. After the initial review, the employee will be reviewed according to the regular schedule.

7

GRIEVANCE POLICY AND PROCEDURES

7 GRIEVANCE POLICY AND PROCEDURES

7.1 POLICY STATEMENT

This procedure shall be used in all cases where an employee or group of employees have a grievance or dispute to submit to the Management of the Eswatini National Council of Arts and Culture prior to any report being made to the Conciliation, Mediation and Arbitration Commission (CMAC) and shall further constitute part of the terms and conditions of employment under which an employee is engaged.

7.2 INTERPRETATION

7.2.1 For the purposes of this procedure, a reference to an:

7.2.1.1 Employee shall mean an employee of the Council and means a person engaged on a permanent or temporary basis.

7.2.1.2 A “grievance” means a complaint in writing presented in accordance with this procedure made by an employee on his own behalf or by two or more employees and means any grievance over:

7.2.1.2.1 The entitlement of any employee or group of employees to any benefit under a contract of employment or under any collective agreement which may have been entered into at any time;

7.2.1.2.2 The appointment, employment, reemployment or re-instatement of any person or group of persons;

7.2.1.2.3 The application to any employee or group of employees or the physical conditions under which an employee may be required to work.

7.2.1.3 A “dispute” means a dispute submitted to the final level in this procedure by an employee or recognised bargaining entity, as the case may be, and means any dispute over:

7.2.1.3.1 The terms and conditions of employment.

7.2.1.3.2 The recognition or non-recognition of an organization seeking to represent employees within ENCAC in the determination of their terms and conditions of employment;

7.2.1.3.3 The negotiation of terms and conditions of employment being dealt with in a Joint Negotiation Committee.

7.2.1.4 “Consultation internal” refers to those processes of dialogue or discussions between an employee recognised bargaining entity and management undertaken to resolve a dispute;

7.2.1.5 “Consultation external” refers to those processes of dialogue with persons or bodies outside the ENCAC that, in the opinion of the employee, recognised bargaining entity and management, will facilitate the resolution of a dispute.

7.3 PURPOSE OF THE PROCEDURE

The purpose of the grievance procedure is to describe the Council's policy with regards to resolving grievances and to ensure that grievances are considered and resolved as close as possible to the point of origin, and as speedily as practicably possible. The grievance procedure shall be used as follows:

- 7.3.1 A grievance shall be lodged in writing by an employee within (seven) days of the occurrence which gives rise to it.
- 7.3.2 The resolution of a grievance subject to the steps set out below shall whenever possible be vested in Management.
- 7.3.3 Employees and employee representatives will not suffer any prejudice in their employment as a consequence of lodging a grievance in terms of the grievance procedure.
- 7.3.4 Where the supervisor is unavailable to deal with a grievance, the Human Resource Department may designate another Officer to deal with the grievance as long as the unavailable supervisor has no interest (implicated) in the grievance.
- 7.3.5 If the resolution of the grievance the Supervisor is found to have acted unfairly (to the prejudice of the employee or group of employees), the Human Resource Department will advise on the appropriate disciplinary action to be taken against the supervisor. Thereafter the Manager, to whom the Officer reports, will invoke the provision of the disciplinary code and procedure.

7.4 FUNCTIONS OF THE HUMAN RESOURCES DEPARTMENT

The office in the Human Resource Department may be consulted by employees for advice and assistance at any stage of the grievance procedure and once approached will:

- 7.4.1 Advice and interpret the Council's policies and procedures;
- 7.4.2 Develop and improve understanding of the causes and handling of grievances;
- 7.4.3 Prevent delays in grievance resolution;
- 7.4.4 Assist in resolving conflicts between employees and Supervisors.
- 7.4.5 Supply the grievance procedure and form.

7.5 STAGES OF PROCEDURE FOR AN INDIVIDUAL EMPLOYEE

- 7.5.1 Except as otherwise provided in this procedure and taking into consideration the reporting relationships at ENCAC a grievance in writing shall be processed by recourse to the following steps;
 - 7.5.1.1 Level 1 - Supervisors
 - 7.5.1.1.1 Level 2 - Heads of Section
 - 7.5.1.1.2 Level 3- Heads of Departments

STEP ONE

Part 1. Informal stage / supervisor

- i. The employee shall first verbally raise the grievance with his immediate Supervisor.
- ii. The immediate Supervisor shall promptly gather and analyse all the facts, review the Council's policy in relation to the grievance. If necessary, the Supervisor shall discuss the grievance with his immediate Manager and make a decision.
- iii. The immediate supervisor shall notify the employee of the decision within 4 (four) days or within that period notify the employee about the additional time needed to investigate the grievance.

Part 2. Formal stage / Supervisor/ Head of Section/Grievance form

- i. If the grievance is not resolved within 4 days of it having been lodged with the supervisor or if he has not notified the employee of any additional time needed to investigate the grievance further, the employee if he so wishes to take the grievance shall complete a grievance form.
- ii. From this point on, the employee may be assisted and represented by an employee representative.
- iii. The employee shall hand the grievance form to his immediate Supervisor and a copy of it to the Human Resource Office. The supervisor will resolve the grievance and may hold an inquiry within 7 (seven) days of the grievance having been lodged.
- iv. If the grievance is resolved, the resolution shall be recorded on the grievance form by the Supervisor and the employee shall acknowledge his acceptance of the solution by signing the grievance form.
- v. If the grievance is not resolved within 7 (seven) days of it having been lodged, and should the employee wish to take the grievance further, the employee shall refer to step 2.
- vi. Any further facts and the reasons for the failure to resolve the grievance during the informal stage shall be set out on the grievance form by the immediate supervisor.
- vii. A grievance may not be reported in writing if more than thirty days have elapsed since the issue giving rise to the grievance first arose, save that the Manager may, in any case where he considers it just, extend the time during which a grievance may be reported.

STEP 2: MANAGER/ HEAD OF DEPARTMENT

- i. The next level of Management shall consider and attempt to resolve the grievance within 10 (ten) days of the grievance report having been submitted to him.
- ii. If the next level Management considers that a further inquiry be held he shall convene an inquiry at which the employee and the appropriate witness shall attend and make representation or alternatively refer the grievance to the next level of management.

- iii. If the grievance is resolved, the Manager shall record the solution on the grievance form and the employee shall sign the grievance form, thereby indicating that he has accepted the solution.
- iv. Any further facts and the reasons for failure to resolve the grievance shall be set out and attached to the grievance form by the Manager.
- v. If the grievance is not resolved and should the employee wish to take the grievance further, the employee shall repeat step 2 and appeal to the next level of Management until it reaches the Chief Executive Officer whose decision will be final. The levels have 10 (ten) days to attempt to resolve the grievance. However, if the decision is unacceptable, the employee is still entitled to state his grievance in writing to the Chief Executive Officer. The Chief Executive Officer after consideration will reply to the written grievance also in writing. At the discretion of the Chief Executive Officer, he may or may not call for a grievance hearing.
- vi. Any collective grievance shall be dealt with in accordance with the procedure for Group of Employees.

7.6 PROCEDURE FOR GROUP OF EMPLOYEES

- 7.6.1 If the grievance affects or is common to a group of employees, then two of the employees concerned shall consult their employee representatives during the next break in working time.
- 7.6.2 The employee representatives shall then either
 - 7.6.2.1 Follow the procedure set out in 5 or
 - 7.6.2.2 Place the grievance on the agenda for the next meeting to be held between workers' representative and Management representatives.
- 7.6.3 Under no circumstances shall a group of employees stop working in order to lodge a grievance as that would be tantamount to an illegal strike action.

7.7 GRIEVANCE CONCERNING AN EMPLOYEE'S IMMEDIATE SUPERVISOR.

When an employee alleges that a grievance has arisen out of the act of a Supervisor or Manager in charge of him, the grievance may be referred immediately to the next level of Management.

NOTE:- for the purpose of this procedure, the number of days designated in any clause shall mean working days.

7.8 HEARING

A hearing on any grievance or dispute, which has been submitted in writing, may be convened by the appropriate level in the procedure save that the burden of proof shall rest with the employees or the recognised bargaining entity.

7.9 CONSULTATION

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

7.10 AMENDMENTS

Management reserves the right to alter, replace any portion or all of this procedure in consultation with staff.

ESWATINI NATIONAL COUNCIL OF ARTS AND CULTURE

GRIEVANCE REPORT FORM (IN DUPLICATE)

(A) TO BE COMPLETED BY THE E EMPLOYEE

1. Name of employee

2. Job Title.....Dept.....

3. Level at which grievance is submitted

(a) Level one.....

(b) Level two.....

(c) Level three.....

(d) Level four

4 Was this grievance discussed with your Supervisor? Yes..... No.....

On what date?

5. Please state clearly the nature and scope of your grievance (i.e. this grievance is about)

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6. What evidence, if any, can you supply in support of your grievance? (I.e. names of witness and / or written document).....

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8. Please indicate the solution desired

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9. (For collective grievance only) please provide the names or class of all other employees who are directly affected by this grievance and who wish to submit this grievance along with you. Names of employees / class of employees attached? Yes__ No__

10. Signature of Employee..... Date.....

11. Signature of employee's representative (if any)

Signature..... Date.....

Designation.....

(B) TO BE COMPLETED BY MANAGEMENT

12. RESPONSE TO GRIEVANCE

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Signature Date.....

13. Date on which acknowledgement of receipt of this grievance has been given to the employee and to his /her representative

.....

14. Date of which a decision must normally be given to the employee

.....

15. Have you agreed to an extension of time? If yes, to what date?

.....

16. EMPLOYEE’S RESPONSE

Are you satisfied with Management’s response yes/ no?

17. COMMENTS

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Note! A copy of this grievance report form will be sent to Human Resource Office / Department

ESWATINI NATIONAL COUNCIL OF ARTS AND CULTURE

GRIEVANCE TRANSMITTAL FORM (IN DUPLICATE)

A. TO BE COMPLETED BY THE EMPLOYEE

1. Name of employee Pf no

2. Job Title.....Dept.....

3. Level at which grievance previously submitted

4. Level of which grievance transmitted

(a) Level one.....

(b) Level two

(c) Level three.....

(d) Level four

5. Did you receive a decision in writing at the previous level?

YesNO

6. Date on which you received that decision

7. Please state the reason why you wish to transmit your grievance at the next level.

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8. Please indicate the action or redress asked for (note that a significant to change to your original demand may require that the grievance may have to be re-submitted at the initial level)

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9. (For collective grievance only) please provide the names or class of employees who are either withdrawing from this grievance or who are joining in this grievance at this stage. List of names attached.

Yes

No

10. Signature of employee.....

11. Signature of employee representative (if any)

(B) TO BE COMPLETED BY APPROPRIATE LEVEL

12.RESPONSE TO GRIEVANCE

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Signature Date

Designation.....

13. Date on which acknowledgement of receipt of this grievance transmittal has been given to the employee and to his /her representative

.....
14. Date on which decision must normally be given to the employee

.....
15. EMPLOYEE'S RESPONSE

Are you satisfied with Management response? Yes / No

16. COMMENTS

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8

TRANSPORT POLICY AND PROCEDURE

The Eswatini National Council of Arts and Culture **ENCAC** endeavors to sustain an efficient mode of transportation for its employees and the various departments to ensure the proper distribution of this resource, while curtailing its misuse. This policy explains how the transport facility may be beneficial throughout ENCAC and attempts to seal any loopholes which exist and be used for personal gain, at the expense of ENCAC. It defines instances where the Council's vehicles may be used to achieve the social goals of ENCAC, such as for transport at times of bereavement. It also allows for transport to outside Eswatini when officers travel in respect of corporate activities

8.1 INTERPRETATION

- 8.1.1 The Transport Policy of ENCAC shall be read together with the ENCAC policy, The Public Enterprise Monitoring and Control Act (1989) and any other Act or legislation duly enacted by Parliament.
- 8.1.2 This Policy shall not in any way be narrowly interpreted but shall receive the widest interpretation possible, and where such interpretation does not cause prejudice to ENCAC or any other third parties.
- 8.1.3 For the purposes of this policy document "motor vehicles" shall include motor cars, salons, pickups, trucks, these include hired vehicles.
- 8.1.4 For the purposes of this policy by "Officer in charge" it is meant the Chief Executive Officer or his designate.

8.2 OBJECTIVES OF THE TRANSPORT POLICY

The objectives of this Transport Policy are to:

- 8.2.1 Provide a framework within which Management shall distribute the Motor vehicle resources in ENCAC to enhance the discharge of the duties of both Management and Staff.
- 8.2.2 Promote a coherent process of delivering official documents, transporting employees to and from conferences and seminars both locally and internationally.
- 8.2.3 Ensure that vehicle movements are recorded and analyzed for ENCAC to satisfy itself that mileage related costs are wholly, exclusively and necessarily related to the operations of ENCAC.
- 8.2.4 Act as a basis for addressing and conclusively resolving and dispute or disputes and misunderstandings pertaining to the allocation and distribution of Motor vehicles throughout ENCAC.

8.3 MOTOR VEHICLES

8.3.1 Driving of Motor Vehicles and Approval

- 8.3.1.1 ENCAC motor vehicles shall only be driven by a duly authorized ENCAC driver and or any officer with a valid driver's license who has been

approved for this purpose and whose name appears in the schedule of the Council.

8.3.1.2 Approval for the use of the vehicle should be sought by filling up a Requisition Book authorized by CEO or his designate and should be recorded on the notice board for information, monitoring and control.

8.3.1.3 In case vehicle is driven by different individuals policy must state survey must be carried out by parties intending handover & take over of vehicles to ensure there is no doubt as to when dents & losses occurred.

8.3.2 ENCAC vehicle approved driver

8.3.2.1 ENCAC shall maintain and update on annual basis a list or catalogue of all person duly authorized by the officer responsible for transport, to drive an ENCAC vehicle.

8.3.2.2 The catalogue above shall be approved by the Chief Executive Officer.

8.3.2.3 For a person to be designated as an approved ENCAC driver, she/he must be a permanent member of staff, an ENCAC driver, or any other designation used by ENCAC for the purpose of describing its driver.

8.3.3 Removal of persons from the list of approved ENCAC vehicle catalogue.

8.3.3.1 ENCAC drivers shall have their names struck off the catalogue of approved ENCAC driver in the event of a repeated commission of traffic offences, withdrawal of driver's licenses by national authorities, suspension from duty, dismissal, and termination of services or medical grounds which makes them incapable or incapacitated to be able to efficiently perform the functions of an ENCAC driver.

8.3.3.2 Other ENCAC drivers shall cease to appear in the catalogue of Approved drivers if:

8.3.3.2.1 They are guilty of repeated commission of a traffic offence

8.3.3.2.2 They have been found guilty of the misuse of ENCAC vehicle(s) transport.

8.3.3.2.3 Any other reason duly recommended by the Officer responsible for ENCAC transport.

8.3.4 Reporting of accident

8.3.4.1 It is the responsibility of the driver to report any accident to the responsible office immediately and upon return to office be supported by a Police Accident Report with a report by the employee detailing the cause of accident and kept in file. In the event that the accident is life threatening, consideration of Police Reports shall be acceptable.

8.3.4.2 Should an employee fail to report a car accident within 12 hours with the exception of a life-threatening circumstances, the disciplinary action as

per the Disciplinary Policy shall apply.

8.3.5 Surcharge

- 8.3.5.1 In the event that a car accident occurs due to negligent driving or it is the employees' fault and he/she is found guilty; the employee shall be surcharged and will pay any insurance excess.
- 8.3.5.2 No Vehicle owned or leased by ENCAC shall be used or driven by a spouse of the approved driver or the children, relative or descendant of an approved ENCAC driver or designated ENCAC driver.
- 8.3.5.3 Where a designated ENCAC driver or any officer approved or authorized to drive an ENCAC vehicle is found to have flouted this policy, the vehicle shall be confiscated immediately and such driver shall be struck off the list of approved ENCAC vehicle drivers and dealt with in accordance with the Disciplinary code currently in force.

8.3.6 Transportation of Unauthorized Passengers, Goods and or Merchandise

An unauthorized passenger is a passenger other than an employee of ENCAC, or such person whose "unauthorized passengers" have not been temporarily waived by the management to fit into the designation of "authorized passenger". Unauthorized goods or merchandise are those goods or merchandise which during the point of transportation of would cause damage to the vehicle, cause the transportation and transmission of toxins to ENCAC offices, houses and other establishments.

- 8.3.6.1 ENCAC vehicles shall at all times transport or ferry authorized passengers, goods or merchandise.
- 8.3.6.2 ENCAC vehicles shall be used only in furtherance of the objectives of ENCAC, by conveying employees and or management as they conduct ENCAC business or in ferrying goods and merchandise wholly, exclusively and necessarily for ENCAC offices and other establishments.
- 8.3.6.3 Any private use shall be incidental to ENCAC use and shall be subject to section 1.5 approved by management.
- 8.3.6.4 Where ENCAC Vehicles are assigned to conduct trips outside Eswatini, notice shall be given to the officer in charge before the date of the proposed travel.

8.4 MOTOR VEHICLE LOG BOOKS, INSURANCE AND LICENCING

8.4.1 Motor Vehicle Log Book

- 8.4.1.1 Each vehicle shall have a log book, detailing on a daily basis movement of the vehicle, mileage at the commencement and completion of each trip, authorization of each trip and the time in and out of the vehicles normal parking bay, the name of the driver and other information as required by management from time to time.

- 8.4.1.2 The log book shall contain a full description of the motor vehicle by way of color, make of vehicle, model and year of registration and registration number.
- 8.4.1.3 The Log Book shall contain a full description of the motor vehicle by way of color, make of vehicle, model and year of registration and registration number.
- 8.4.1.4 The logbook shall be maintained in the vehicle at all times.
- 8.4.1.5 The log book shall not be destroyed misplaced, defaced or altered in anyway.
- 8.4.1.6 The driver shall lodge a notice with the officer in charge within 24 hours of the loss or damage to a log book.
- 8.4.1.7 The Vehicle Management Report shall be printed every once a week for monitoring and control reasons.
- 8.4.1.8 All ENCAC Vehicles shall be fitted with a vehicle tracking system which shall correspond to the log book and travel authority at all times.
- 8.4.1.9 Any member of management including the officer in charge or a designated officer may stop any authority vehicle and request for authority, log book and other documents.

8.4.2 Motor Vehicle Insurance

- 8.4.2.1 ENCAC shall cause an insurance policy to be held with a recognized insurance company for all motor vehicles owned or leased by ENCAC.
- 8.4.2.2 None of ENCAC's vehicle shall leave its parking space, in the event that its insurance policy has lapsed.
- 8.4.2.3 The insurance sticker shall be displayed at the top left corner of the vehicle's windscreen or any other conspicuous point as required by the relevant legislation.

8.5 MOTOR VEHICLE ROAD LICENSE

- 8.5.1 ENCAC shall at all times and in conformity with the Road Traffic Act and or any other road licensing legislation cause at its own expense all vehicles to have a valid road license.
- 8.5.2 Where a license has lapsed, the vehicle shall remain at its parking bay, slot or garage until a road license is procured for it.
- 8.5.3 A road license sticker shall be displayed on the left-hand side of the vehicle's windscreen or any other conspicuous point as required by Traffic Act, rules and regulations in place from time to time.

8.6 FUELLING, SERVICING AND REPAIR OF ENCAC VEHICLES

8.6.1 Fuel

8.6.1.1 ENCAC vehicles shall be fueled at the filling stations approved by ENCAC.

8.6.1.2 At the point of filling such a vehicle, the details of the vehicle pertaining to mileage, liters consumed and top up shall be dully entered into the vehicles log book maintained in the vehicle and the “Motor Vehicle Card” or other instrument maintained in respect of each vehicle or vehicles collectively.

8.6.2 Motor Vehicles Service

8.6.2.1 All ENCAC vehicles shall be serviced in accordance with dealers or manufactures specification. ENCAC shall ensure that vehicles do not fall back on service or any other attention that they may stand in need from time to time.

8.6.2.2 All motor vehicles repair shall be undertaken by an approved dealer or where such services are not available, by a garage approved by ENCAC and recognized by ENCAC’s insurance company.

8.6.3 Recognition of a Garage by ENCAC for Motor Vehicle Repair Work

8.6.3.1 ENCAC shall at all times maintain a list of approved garages for the purposes of conducting repair or panel beating services to its vehicles.

8.6.3.2 Such garages shall meet specifications set by ENCAC’s management and as approved by the Board.

8.6.3.3 The list of approved garages shall not be deleted or amended, extended or expanded except when authority is granted by the Chief Executive Officer.

8.7 CORPORATE COLOUR AND LOGO

8.7.1 All ENCAC vehicles shall display ENCAC’s logo

8.7.1.1 Amendments to Corporate Color

8.7.1.1.1 Where there are amendments or changes to corporate colors, the Board shall cause the same to be affected on all of ENCAC’s vehicles within six months of such changes or amendments to ENCAC Colors.

8.7.1.1.2 The Board, and in furtherance of good corporate image shall cause advertisements and other means of awareness to be applied to inform and educate the public on any changes or amendments effected to the Corporate colors, and the intended deletions or additions of the same to ENCAC vehicles.

8.8 MOTOR VEHICLE PARKING AND GARAGE SERVICE

- 8.8.1 ENCAC shall at its own cost maintain and provide secure parking and garage spaces for all ENCAC vehicles for parking at the close of the business on a daily basis.
- 8.8.2 ENCAC vehicles shall not be parked or left elsewhere for the night except in the event of an accident or due to mechanical problems where no breakdown or hauling facilities are available.
- 8.8.3 In the event of the circumstances in 5.2 the driver of the vehicle shall contact the officer in charge of transport or the Chief Executive Officer and inform him/her before the end of the day.
- 8.8.4 All ENCAC vehicles shall be parked at parking areas provided by ENCAC at the end of each working day.
- 8.8.5 No ENCAC vehicle shall be parked at an employee's residence or dwelling place without the authority of the Chief Executive Officer or his/her designate.
- 8.8.6 At the extreme occurrence that an employee comes back late from duty and has no form of transport to where they reside, they shall lease with the officer in charge of transport on available options to get the employee home safe.

8.9 MOTOR VEHICLE KEYS AND VEHICLES SECURITY

- 8.9.1 All keys shall be lodged with the officer designated by the officer in charge at the close of business.
- 8.9.2 ENCAC vehicles shall be provided with physical security at the slot, garage or parking space, where they are parked at the close of business.
- 8.9.3 All ENCAC vehicles shall, at the cost of ENCAC be fitted with an alarm or other security gadgets and in accordance with the insurance policy requirement or dealer or manufacturer specification.
- 8.9.4 Where an ENCAC vehicle is stolen, whether on duty or where it had been parked for the night, notification shall immediately be lodged with the nearest police station as well as a detailed report shall be made to ENCAC's Chief Executive Officer through the officer in charge.

8.10 FUNERAL TRANSPORT AND PROCESSION

- 8.10.1 In the event of the demise of an employee of ENCAC, ENCAC shall provide transport to ENCAC employees.
- 8.10.2 In the event of the demise of a spouse, biological parent or a child of an employee or a biological brother/sister of an employee, ENCAC shall allow to transport its employees to and from the funeral.
- 8.10.3 Authorization for the above shall be issued in accordance with this Policy.
- 8.10.4 The fueling of the vehicle(s) for the purposes of ferrying employees to and from a

funeral shall conform to this policy

- 8.10.5 A vehicle or vehicles released to transport employees to a funeral as prescribed in this policy shall be released by 5.00pm on the evening prior to the funeral and returned before end of the day of the funeral.

9

FINANCE POLICY

9.1 INTERNAL CONTROLS

9.1.1 The Board shall provide governance, guidance, and oversight to the operations and shall be ultimately responsible for internal controls.

9.1.2 The following are key elements of a sound system of internal control that should be implemented at ENCAC:

9.1.2.1 Delegation of Authority-the Council delegates' authority through the CEO for the day to day running of the organization. The CEO in turn delegates to the Finance Manager the implementation of the internal controls. Senior management and staff are expected to comply with the dictates of this policy

9.1.2.2 Segregation of Duties-The adequacy, effectiveness and efficiency of any internal control system require that there should be clear segregation of duties and responsibilities. To protect those operating the procedures and to prevent any temptation to misuse funds, the organization should apply separation of the various duties. Duties involving authorization, physical control, and recording should be separated. This strengthens financial control within the organization and lessens the load on one individual.

9.1.2.3 Arithmetic and Accounting Controls-Transactions shall be properly recorded so that the organization can account for its assets and liabilities and shall prepare accurate and comprehensive financial statements. Accounts shall be maintained according to International Financial Reporting Standards (IFRS) and Swaziland's Accounting and Financial Reporting Standards as defined by the Swaziland Institute of Accountant's Act, 1985 as amended.

9.1.2.4 Personnel-The organization shall employ qualified, experienced, competent, motivated and capable people. These employees must be reliable and responsible to enhance efficiency in the organization. The organization will regard these employees as assets.

9.1.2.5 Supervision- Supervisors at all levels must be vigilant in their duties and ensure that members of staff under their supervision perform duties by following organizational policies. Heads of Departments entrusted with the supervision must be vigilant. This supervision must be done in a human way to promote morale among the employees and avoid apathy or frustration among those under supervision.

9.1.2.6 Accountability and Independent Check- Accountability should be clear within the organization in order to identify who is responsible for certain tasks. In order to ensure that policies and procedures are being followed, surprise checks can be carried out and should be accompanied by a signature, especially for items such as petty cash, stock count,

cash at hand and wages payment.

9.1.2.7 Control of documents-This process involves the control of the organization's sensitive documents e.g., receipts, cheques, credit notes, purchase orders, etc. These documents must be handled by a responsible officer and should be pre-numbered to ensure control and minimize misuse. They must be kept under lock.

9.1.2.8 Management Review-Management review controls exercised by management outside the day-to-day routine of the system include overall supervisory controls, the review of management accounts and comparison thereof with budgets and other special review procedures.

PART I

9.2 INTRODUCTION

The Finance Policy is designed to regulate the financial processes within Eswatini National Council of Arts and Culture (hereafter referred to as ENCAC and to guide management and staff in their pursuit of the Council's objectives, ensuring fairness, transparency, integrity and good accounting practices in their sphere of operation.

The policy also informs the Board of Directors on the processes that govern the utilization and accounting for funds assigned to management, by the Board, to expend.

This policy is a guideline, and does not replace management's responsibility to make reasonable, prudent and sound business decisions.

The policy also informs ENCAC of the processes that govern the utilization and accounting for funds assigned to management for operational purposes.

9.3 POLICY OBJECTIVE

- 9.3.1 To outline detailed policies and procedures to be followed by the Finance and Accounting Department personnel at ENCAC in accounting for their activities, thus ensuring good governance, transparency, value for money, and accountability;
- 9.3.2 To provide guidance to ENCAC's Finance and Accounting Department on the required processes in the recognition of income and expenditure, as well as tracking and reporting of all financial resources managed by the Council.
- 9.3.3 To provide guidance on internal controls and processing procedures to ensure integrity of the financial information produced by the Finance and Accounting Department;
- 9.3.4 To ensure accounting processes conform and comply to the PEU Act, Public Finance Management Act, ESPPR Act and the international accounting standards and any other legislation which may be relevant and or applicable in the performance of ENCAC duties.
- 9.3.5 To inform and guide the board, CEO, Management and Staff at ENCAC of the processes that govern the utilization and accounting for funds assigned to

PART II

9.4 RESPONSIBILITY OF THE DIFFERENT POSITIONS WITHIN THE FINANCE DEPARTMENT

9.4.1 The Board shall be responsible for the following duties

- 9.4.1.1 Provide governance, guidance, and oversight to the operations and shall be ultimately responsible for internal controls.
- 9.4.1.2 Recommend the appointment of external auditors;
- 9.4.1.3 Review and approve Annual Financial Statements including reports of the external auditors, quarterly financial and management reports and annual budgets;
- 9.4.1.4 Ensure the adequacy, effectiveness and efficiency of the internal control functions and systems.
- 9.4.1.5 Meet with the CEO to discuss progress of financial plans and any management review matters;
- 9.4.1.6 The Board may delegate some of its functions to the Finance Sub-Committee from time to time;
- 9.4.1.7 Ensure compliance with the Public Enterprise Unit Act, as amended.

9.4.2 The CEO

Responsible for the overall strategic management and responsibility of ENCAC including the day to day operations of the organization in accordance with the Act including providing guidance to senior management and staff;

Functions

- 9.4.2.1 Supervise the financial management processes which include monthly, quarterly and annual financial reporting;
- 9.4.2.2 Report to the Board on the financial performance of the organization including the submission of annual budgets and accurate monthly, quarterly and annual financial reports;
- 9.4.2.3 Review and recommendation of the annual budget for approval by the Board;
- 9.4.2.4 Ensure implementation and monitoring of accounting and other policies adopted by the Board;
- 9.4.2.5 Ensure the effectiveness of the internal control function and systems;
- 9.4.2.6 Supervision of all office staff;

- 9.4.2.7 Meet with the Board and Senior Management from time to time to discuss the progress of financial plans and operations;
- 9.4.2.8 Undertake any other duties that may be requested by the board from time to time;
- 9.4.2.9 Ensure compliance with the Public Enterprise Unit Act, as amended.

9.4.3 The Finance Manager

- 9.4.3.1 To be responsible to the CEO;
- 9.4.3.2 To manage all accounting and financial activities including financial reporting of the organization;
- 9.4.3.3 To account for all monies, investments and property belonging to the organization;
- 9.4.3.4 Ensure that reports are submitted every month to the CEO and other managers for control monitoring purposes;
- 9.4.3.5 Monitor cash flow, and ensure that sufficient funds are always available in the bank;
- 9.4.3.6 Provide any other financial information, as requested by the CEO and responding to any other financial queries;
- 9.4.3.7 Prepare and consolidate departmental budgets for submission to the CEO for approval by the Board.
- 9.4.3.8 Ensure that monthly, quarterly and annual reports are prepared accurately and are submitted timely to the relevant stakeholders;
- 9.4.3.9 Ensure that appropriate finance management systems are maintained, and that all procedures and controls are implemented;
- 9.4.3.10 Review all work performed by subordinates and confirming such reviews by signing all reviewed documents;
- 9.4.3.11 Coordinate all audits as well as undertaking any other duties that may be assigned by the CEO;
- 9.4.3.12 Ensure compliance with the Public Enterprise Unit Act, as amended and be accountable to the CEO.
- 9.4.3.13 Risk issues.... subcommittee functionmissing
- 9.4.3.14 Risk management policy; Take steps to Manage, Attend or resolve all risk mitigation issues as identified

9.5 TERMS OF REFERENCE ON FINANCIAL MATTERS

9.5.1 Committee Responsible for Finances

There shall be a sub-committee established by the Board to oversee and advise on all Council Finance matters. The functions the committee for Finance are specified in the board charter.

9.5.2 Management.....functions

The management shall in collaboration with the committee responsible for finance plan and implement finance programs and maintain financial accounting records.

9.6 FUNDS OF COUNCIL

The funds of the Council shall consist of the allocations in accordance with the PEU Act.

PART III

9.7 FINANCIAL YEAR

The financial year of Council shall start from 1st April to 31st March of the following year.

9.8 THE BUDGETING PROCESS

9.8.1 Management shall:

- 9.8.1.1 Management shall prepare the proposed budgets and present to the Board.
- 9.8.1.2 The annual budgets must be approved by the board by the second quarter (1st October) of each year.
- 9.8.1.3 Scrutinize the budgets and recommend to the finance and audit committee for the ensuing year.
- 9.8.1.4 Once approved by the board, the budget shall be submitted to the Ministry by the end of September each year.

9.9 CONTROL OF EXPENDITURE

9.9.1 In committing expenditure, the following authorization limits shall be adhered to:

- 9.9.1.1 Management may approve up to E10, 000.00
- 9.9.1.2 Finance Committee may approve up to E30, 000.00
- 9.9.1.3 The Board shall approve all other expenditure above E30, 000.00

9.9.2 The authorized signatories shall be:

- 9.9.2.1 The Chairman
- 9.9.2.2 The CEO
- 9.9.2.3 The Finance Manager
- 9.9.2.4 All bank transactions shall require the signature of any two of the authorized signatories in the Council's bank account provided that

payment above E30, 000.00 shall be made on signature of three of the authorized signatories.

9.10 RECURRENT EXPENDITURE

The financial resources of the Council shall be allocated to:

- 9.10.1 The management and administration of Council office;
- 9.10.2 Expenditure for the development and promotion of Arts and Culture in the country.

9.11 INSURANCE POLICY

- 9.11.1 Council shall take up appropriate insurance policies for its funds, assets, securities, liabilities, personnel, the Board and its Sub-Committee members.
- 9.11.2 The CFO shall ensure all council insurable assets and liabilities are covered

9.12 BANK ACCOUNTS

Council shall, at the discretion of the Board, open one or several accounts with one or several banks where the offices of the Council are located.

9.13 COUNCIL INVESTMENTS

The board may invest council funds with funds managers as approved by the board – through the investment policy.

9.14 ASSETS

- 9.14.1 The CFO shall maintain a register of all fixed assets of the Council and an asset register.
- 9.14.2 Any tangible purchase less than E200.00 shall be treated as a consumable item as petty cash.
- 9.14.3 The maintenance of assets shall be the responsibility of management
- 9.14.4 All procurement of assets shall be approved by the Board inline the ESPPRA guidelines.

9.15 AUDITING

- 9.15.1 The board shall recommend the appointment of auditors in terms of the PEU Act.
- 9.15.2 Management shall ensure that auditing of the books of accounts of Council is
- 9.15.3 done on a yearly basis and shall submit the books of accounts to the appointed auditors not later than thirty days after the financial year-end.
- 9.15.4 Auditors of Council shall be required to present the audited statements at a meeting of the board.

9.16 FINANCIAL REPORTS

- 9.16.1 At the close of each quarter, a financial report, including an income statement, balance sheet and cash movement, shall be drawn up by Management and presented to the finance committee and then to the main Board.
- 9.16.2 Management shall submit the signed audited accounts and activity report to the board then Ministry of Home Affairs not later than the last day of July each year.

9.17 PAYROLL PROCEDURES

9.17.1 Payroll Objectives

- 9.17.1.1 To remunerate staff in accordance with their contracts of employment.
- 9.17.1.2 To ensure staff are remunerated timeously.
- 9.17.1.3 To comply with all legislation related to the employment and remuneration of staff, such as the Employment Act 1980, Income Tax Order 1975 and SNPF.
- 9.17.1.4 To ensure that statutory deductions are remitted timeously.

9.17.2 Budgeting

- 9.17.2.1 Remuneration of employees is effected in accordance with an approved budget.
- 9.17.2.2 No individuals will be remunerated outside the approved budget, except through a specific Board of Director's approval.

9.17.3 Payroll Processing

- 9.17.3.1 On or around the 15th day of each month, the Financial Accountant effect a payroll run for that month, calculating staff remuneration for all staff engaged by the Council. The payment date falls on the ____ of every month, where this date falls on a weekend or public holiday salaries will be paid on the last working day.

9.18 ALLOWANCES

- 9.18.1 Council shall as far as practical adhere to the Government Policy for payment of allowances.
- 9.18.2 Council shall pay, for officials and other persons carrying out Council's duties, traveling, boarding and lodging and any other applicable expenses as may be approved by the Board from time to time as guided by PEU / government circular.

PAYROLL.....

9.18.3 Per Diem/Personal Allowances

- 9.18.3.1 Council shall, subject to availability of finances, release funds for funding per diem for both artists, athletes and officials for multi-codes representing the country.
- 9.18.3.2 Individual Arts and Cultures codes shall be entirely responsible for paying per diem for the artists and officials selected for national team purposes.

9.19 GRANTS AFFILIATES TO MEMBERSHIP

Definition of council affiliates/ associations budgets and grants—in line with the arts and culture policy----preamble

- 9.19.1 A member shall be expected to meet the following condition before a grant may be allocated to it:
- 9.19.2 Administration costs are offered at signing of recognition agreements
 - 9.19.2.1 Must be registered with Council in accordance with the recognition agreement provision of the constitution;
 - 9.19.2.2 Must have submitted all its plans as may be required by the Management;
 - 9.19.2.3 Must have submitted its association approved financial expenditure report for projects/ affiliates am/ statement of audited accounts for the preceding year;
 - 9.19.2.4 Must have submitted all development and finance reports on its activities.
- 9.19.3 Annual allocations, as approved by the board, shall be granted to membership of Council
- 9.19.4 All grants shall be subject to availability of funds
- 9.19.5 The Board shall at its discretion release a grant to other institutions/ organizations that promote Arts and Culture and recreation.

9.20 AREAS TO BE FUNDED BY COUNCIL AS GRANTS

- 9.20.1 Subject subsection 16 above the Council shall release grants to membership for the following areas:
 - 9.20.1.1 Administration
 - 9.20.1.2 Development
 - 9.20.1.3 International Participation (If necessary)
- 9.20.2 The Board in consultation with CEO shall have the discretion to allocate percentages within which expenditure in each of the above areas may be approved.

- 9.20.3 It shall be the duty of each member to raise shortfalls where Council is not able to fund an area as requested by the member.

9.21 CRITERIA USED IN ALLOCATING FUNDS

The management, in allocating funds to members, shall prepare and present a budget depending on the available funds for approval annually by the board .

Percentage Used from Previous Year's Allocation	Effect on Pursuing Year's Allocation Based on Previous Years Allocation
0-10%	-60%
10-20%	-50%
20-30%	-40%
30-40%	-30%
40-50%	-20%
50-60%	-10%
60-70%	-5%
70-90%	+0
90-100%	+5%

9.22 USE OF FUNDS ON SPECIFIED PROJECT

- 9.22.1 A member shall use funds allocated for a specific project strictly on the approved project
- 9.22.2 Where a member seeks to divert funds from a funded project, the member shall seek for prior approval of the Board/ management . Where a member has diverted funds without such approval, the Board/ management shall have the discretion to suspend further funding for the concerned member until the members shows cause why the Board must not take punitive measures.
- 9.22.3 A member who is suspended shall lose all benefits applicable within the period of suspension and may not claim such benefits in the event that the suspension is lifted.

9.23 OBLIGATIONS OF MEMBERS TO ACCOUNT FOR FINANCES

- 9.23.1 Members shall have the obligation to account for all finances available to them, including funds from received from other sources/ Council. Such reports shall be made available to the Management not later than twenty-one (21) days after the end of each quarter (i.e. June, October and December)'
- 9.23.2 No funds shall be released to a member if such reports are not submitted.

9.24 SURPLUS FUNDS FROM PROJECTS

- 9.24.1 A member that holds unutilized funds accumulates a surplus from funds allocated by

Council for a project shall deposit such funds in its account and such surplus shall be credited as an accrual to the member in the allocation for the next project to be approved.

- 9.24.2 The member shall not use these accumulated funds for any other purpose unless prior approval has been sought and obtained from the management/ Board.

9.25 RELEASING OF FINANCE TO MEMBERS

- 9.25.1 Members shall submit, in the prescribed manner (year plan), a request for the release of funds for a specific project not less than sixty (60) days before the first day of the project.
- 9.25.2 Management shall release funds as per the approval stated in Clause 8 of this policy.

9.26 FUNDING FOR INTERNATIONAL CONFERENCES/FOR MEMBERS

- 9.26.1 The Board may have the discretion on the funding of members that intend to attend recognized / reputable international conference or any other event that may be outside the areas funded by Council which promotes our Kingdom or country.
- 9.26.2 An application for such funding shall be submitted to the management/ Board at least sixty (60) days before the intended date of departure.

9.27 POST FINANCE CLAIMS

Members shall not spend finances and make post claims to Council. The Board may in special circumstances consider post finance claims and use its discretion on whether or not it shall reimburse the member, provided that a member shall have alerted management of the urgency of such expenditure.

9.28 FUNDING FOR INVITATIONAL GROUPS

Where Council/ Ministry/ government receives an invitation, the Board shall have the discretion to approve or not approve a finance request for an invitational group that intends to participate in an international competition.

9.29 FUNDING FOR ACTIVITIES OTHER THAN THOSE OF MEMBERS

The Board may approve funding for activities that aim to promote Art and Culture and recreation in the country in line with the strategic goals of the council/ National Arts and Culture Policy and with the aims and objectives of Council.

9.30 FUNDING FOR MULTI DISCIPLINE INTERNATIONAL EVENTS

Council shall, to the extent permitted by financial resources, fund multi discipline national teams. The authority responsible for the preparation and presenting of such a team shall submit a request to the Board in the prescribed manner. The Board shall consider such a request taking into consideration plans and budgets presented, together with other applicable factors. On satisfying itself of the suitability of the request, the Board may give approval. The Board shall have the discretion to approve part of a finance request and management shall inform the applicant in writing of the outcome.

9.31 **AMMENDMENTS**

9.31.1 The management will be responsible for review of this policy every after 2 years/ or
may be necessary and make recommendations to the board for approval through
the Finance committee.

Signature: CEO:

Signature: Board Chairperson:

10

FINANCE POLICY

10 TERMS AND CONDITIONS OF SERVICE TERMS AND CONDITIONS OF EMPLOYMENT

10.1 OBJECTIVES

- 10.1.1 The purpose of these Terms and Conditions of Employment, Rules and Regulations is to maintain harmonious and mutually beneficial relationships between the Eswatini National Council Of Arts and Culture and its employees and to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting all employees and to ensure that all reasonable measures are provided and or taken for the safety and occupational health of all employees.
- 10.1.2 The Eswatini National Council of Arts and Culture and its employees share a mutual desire to improve the quality and effectiveness of the organization's operations and ENCAC wishes to promote the well-being and increased productivity of its employees to the end in order for its customers and the nation at large as to be well and efficiently serviced.
- 10.1.3 The ENCAC recognizes that there is a need for a structured forum for communication in the undertaking and that employees and Management will deal with each other through their representatives in a **Joint Consultative Committee (JCC)**. Accordingly, Management and the Human Resources Committee, will meet in consultation to discuss any matters in respect of these conditions of service and any other matters of mutual interest, but without restricting Management's right and prerogative to independently manage the organization and provide strategic management leadership which may be necessary for the day to day conduct of the business of the Eswatini National Council of Arts and Culture.
- 10.1.4 This policy document contains summaries of the individual Human Resources Policies. More details on these issues are covered in the appendices to these Terms and Conditions of Employment.

10.2 APPLICATION

- 10.2.1 The provisions of these Terms and Conditions of Employment, Rules and Regulations shall apply to all employees of the Council unless otherwise specified, and to the extent so specified, in their Letters of Appointment or Contracts of Service, as the case may be (and shall vary according to whether the employee is permanent, on a fixed-term contract, seasonal or casual).
- 10.2.2 All employees of the ENCAC are expected to conduct themselves according to the spirit, terms and provisions of these Conditions of Service.
- 10.2.3 These Conditions of Service shall be reviewed at least once every three years.
- 10.2.4 During this period the ENCAC, in consultation with the JCC, shall reserve the right to review these conditions of service.
- 10.2.5 These conditions of service shall be read and interpreted in conjunction with the ENCAC Regulations and Directives, the Employment Act (2000) and the Industrial

Relations Act (2000) in conjunction with the official letter of appointment issued by ENCAC to the employee, any agreement which may be entered into between the Council and the employee or employees, any subsequent instructions that may be lawfully issued to the staff members by any person authorized by the CEO including any regulations that may be put in place by the CEO or his/her authorised appointee.

- 10.2.6 The Eswatini National Council of Arts and Culture regulations and directives which may be in force from time to time shall not form part of this document. Should the Eswatini National Arts and Culture regulations, directives and standing orders provide for less favourable conditions, than those provided in these conditions, then these Terms and Conditions of Employment shall take precedence. Should the Eswatini National Council of Arts and Culture regulations, directives and standing orders provide for more favourable conditions than those provided for in this document, the Eswatini National Council of Arts and Culture regulations, directives and standing orders shall take precedence.
- 10.2.7 These Terms and Conditions of Employment shall be read in conjunction with the relevant labour laws of the country as amended from time to time.

10.3 INTERPRETATION AND DEFINITIONS

Expressions used in these terms and conditions of employment if defined in the Employment and Industrial Relations Act of Eswatini, have the same meaning as defined in those Acts.

- 10.3.1 “Acting Allowance” shall mean a special payment to be made to an employee who is requested to assume duties of a more senior employee and is, therefore, assuming a higher degree of responsibility, provided that the employee would not normally be expected to deputize by virtue of his/her job title.
- 10.3.2 “Annual Increment” means an increase in salary/wage granted to an employee by the Eswatini National Council of Arts and Culture normally based on the cost of living index and the performance of the individual subject to the availability of funds.
- 10.3.3 “Basic salary” means such hourly, monthly or annual remuneration as may from time to time be determined by the council as employee basic wages/salaries and for the purpose of these Conditions of Service shall not include any allowances and benefits.
- 10.3.4 “Casual Worker” shall mean a daily paid worker who is temporarily employed for a specific task as defined in the Employment Act of 1980.
- 10.3.5 “Child” means any child of the employee not having reached his 18th birthday, not gainfully employed and being unmarried. A child includes a step-child, legally adopted child wholly dependent on the employee and a child born of the employee during employment.
- 10.3.6 “Committee” means any committee established by the council in writing with certain delegated powers.
- 10.3.7 “Continuous Employment” means a period of unbroken service and for the purposes of this definition the following shall not constitute a break in service: -

- 10.3.7.1 Absence from work or leave or for any other cause approved by the Chief Executive Officer or Management of the Council.
- 10.3.7.2 Absence from work owing to a temporary cessation of work in the operations of the Council;
- 10.3.7.3 Absence from work owing to a lawful dispute where the employee resumes his employment on the next working day following the settlement of the dispute;
- 10.3.7.4 Absence from work owing to sickness, injury or maternity/paternity certified by a medical practitioner except where the services of an employee are terminated or suspended due to an injury sustained at work and for which he already receives Workmen's Compensation;
- 10.3.8 "Contract of Employment" means employee's letter/contract of appointment read together with these conditions of service.
- 10.3.9 "cost of living adjustment" means annual adjustment to an employee's salary / wage usually based on cost of living index/inflation after agreement with the employee's representative body and subject to the availability of funds and affordability on the part of the Council.
- 10.3.10 "Employee Category" means employees who fall under a common grade established by the council from time to time.
- 10.3.11 "Employee" shall mean any person employed by the Council whose work designation may be determined by a letter of appointment or under a contract of employment, whether permanent, seasonal or casual.
- 10.3.12 "Gender", whenever the masculine "his" is written or implied, it shall also be read in the feminine as "her".
- 10.3.13 "Hourly Wage" means the normal pay paid to an employee for each hour's work. The basic hourly wage of an employee on a monthly salary shall be calculated by dividing such wage by the number of hours he normally works in a calendar month.
- 10.3.14 "Leave" means the authorized absence from duty of any employee for any specified period of time.
- 10.3.15 "JCC" means the Joint Consultative committee"
- 10.3.16 "Maternity/ paternity Leave" shall be construed as it is defined in the Employment Act of 1980 as amended or its successors in title.
- 10.3.17 "Merit and Productivity Bonus" means a special bonus, which may be given by the Council to employees who, through their own initiative, hard work, performance and diligence, maintain and/or improve the efficiency, productivity and profitability of the council. The bonus shall be paid on a scale determined by the Council from time to time.
- 10.3.18 "Ministry" means the parent ministry of ENCAC being the Ministry of Sports, Culture

and Youth Affairs or any other title as may be assigned to it by the Government of the Kingdom of Eswatini from time to time.

- 10.3.19 “Off Day”/ Rest Day” means a day off work given to an employee by his supervisor as compensation for working on a rest day in lieu of overtime worked by the employee.
- 10.3.20 “Probation” means the period from the commencement date to the date when the appointment or employment is confirmed in writing to the employee by the council pursuant to Section 32 of the Employment Act of 1980 as amended+.
- 10.3.21 “Rest Day” means the normal one-day off which employees may take as their rest day.
- 10.3.22 “Seasonal Worker” shall mean an employee who is employed on a contract of employment for a specific project and whose contract comes to an end on completion of that specific project.
- 10.3.23 “ENCAC shall mean the Eswatini National Council of Arts and Culture, a body corporate established in terms of the Eswatini National Arts and Culture Policy.
- 10.3.24 “Special Leave” shall include Compassionate, Maternity and Paternity leave or any other leave not specified herein.
- 10.3.25 “Special responsibility allowance” means monies which may be paid at the discretion of management to an employee who has been specifically called upon to assume extra duties, provided that the period of such extra duties is not less than 14 consecutive days.
- 10.3.26 “The Council” shall mean the Board of the Eswatini National Council of Arts and Culture, established in terms of Article 6 of the ENCAC Constitution as amended in July 2002.
- 10.3.27 “The Chief Executive Officer” shall mean the Chief Executive Officer of the Eswatini
- 10.3.28 National Council of Arts and Culture appointed under Article 15 of the National Council of Arts and Culture Constitution as amended, in July 2002 under the PEU Act.
- 10.3.29 “The Organization” shall mean the Eswatini National Council of Arts and Culture.
- 10.3.30 “Working Week” means such number of working days/hours, as the council requires the employee to work during each week.
- 10.3.31 The words “Management” and “Council” have the same meaning for the purposes of these terms and conditions of employment and mean the Eswatini National Council of Arts and Culture as represented by its members, its Chief Executive Officer and any person designated in writing by the Council to exercise the authority of the council or part thereof who holds a supervisory position.

10.4 TECHNOLOGICAL CHANGE

The Council reserves the exclusive right to introduce technological changes and improvements to its operations in order to remain productive, cost effective, streamline its operations and provide increased technical skills to its employees.

10.5 MANAGEMENT RIGHTS

- 10.5.1 Except to the extent provided herein, these Terms and Conditions of Employment in no way restrict the authority and prerogative of those charged with Managerial responsibilities at the Eswatini National Council of Arts and Culture from discharging these responsibilities.
- 10.5.2 ENCAC recognises the Union of Eswatini Conservation Workers and/or any other recognised bargaining entity as representatives of workers of the organization and as such they are accorded full representative rights as provided by the industrial Relations Act (2000) as amended.
- 10.5.3 Management reserves the right to direct and manage the organization, including but not limited to, recruitment and selection, transfer, demotions and promotions, performance appraisals, skills and on the job training, discipline, redundancy, satisfaction of service needs, which arise from time to time, the assignment of personnel to shift work and to regulate and authorize reasonable overtime where necessary.

10.6 ACTING ALLOWANCE, ACTING APPOINTMENT AND SPECIAL RESPONSIBILITY ALLOWANCE

- 10.6.1 Every employee is required to assist his colleagues normally in the performance of their duties and to achieve the objectives of the Council.
- 10.6.2 Subject to the recruitment policy, an employee may perform the duties of a post graded higher than the employee's substantive post. Any employee appointed in an acting position above the one he/she currently holds will be entitled to Acting Allowance.
- 10.6.3 Accordingly, the employee shall receive an additional two thirds (2/3rds) of the difference between the basic salary associated with the employee's post and that of the higher post.
- 10.6.4 No employee shall perform duties of a higher post for a period exceeding two weeks without the written approval of the relevant Head of Department. Acting allowance may only be approved if the incumbent is away for a consecutive or unbroken period of two (2) weeks (14 consecutive days) or more.
- 10.6.5 The appointment of acting Chief Executive Officer and the Chief Financial Officer shall be undertaken in accordance with the PEU Act.
- 10.6.6 A special responsibility allowance of 1/3 of the difference between the basic salary of the incumbent's post and that of the higher post shall be paid by Management to an employee who has been specifically called upon to assume extra duties, provided that the period of such extra duties is not less than fourteen (14) consecutive days.

10.7 SALARY SCALES, GRADES, AND CATEGORIES OF EMPLOYMENT

All salary scales, grades and categories of employment shall be determined by the Council subject to a job evaluation exercise and the wages regulations Act, as applicable to that business unit.

10.8 PROMOTION

- 10.8.1 The responsibility to promote an employee is vested in the Chief Executive Officer after a written recommendation submitted by the employee's supervisor through the relevant Head of Department. This discretion and responsibility shall be exercised in a just and fair manner without prejudice to an employee's right to performance appraisal and the outcomes thereof.
- 10.8.2 An employee who has reason to believe that he/she has been prejudiced by a promotion or demotion exercise will have the right to appeal to the appropriate Appeal panel prescribed in the Performance Appraisal Procedure.
- 10.8.3 Promotion from grade to grade shall be made only upon merit and the right to promote is a Management prerogative. When an employee is promoted, he shall receive a new letter of appointment indicating in addition to the matters listed in Article 9, his new grade and salary.
- 10.8.4 A promotion shall be effected when an employee is appointed to a higher post.

10.9 HOURS OF WORK

The allocation, posting and administration of normal hours of work are the responsibility of the Organization. Management will make every reasonable effort to avoid excessive fluctuation in hours of work. Normal hours of work are:

Headquarters

Monday to Friday 08:00am to 01:00pm
 02:00pm to 04:30pm

10.10 OVERTIME

- 10.10.1 The Organization will avoid overtime work as far as possible, but an employee may be required to work in excess of his normal hours when called upon to do so and upon being authorised in writing by his supervisor.

Management & Staff

- 10.10.2 An employee may be called upon to work longer hours with entitlement to overtime payment, but management shall grant compensatory leave of absence which shall not be deductible from the employee's leave entitlement.
- 10.10.3 The Chief Executive Officer or his delegate must authorize overtime before being performed. Likewise, Management should also approve any time off in lieu of overtime.

- 10.10.4 The basic hourly wage of an employee on a monthly salary shall be calculated by dividing such wage by the number of hours he normally works in a month.
- 10.10.5 Employees on grades higher which includes inter alia Chief Executive Officer, Heads of Department and Heads of Section, HR Manager, Arts Manager, Culture Manager, Senior Accountant, Senior Research Officer, Accounts Officer, Education Officer, Secretary to CEO, shall NOT be eligible to claim overtime payment.
- 10.10.6 Reasonable notification will be given by Management to employees to work overtime other than in emergency situations.
- 10.10.7 Management may grant “Off days” to employees as compensation for working on their rest days in lieu of payment.
- 10.10.8 An hourly paid employee who works outside his normal weekly hours of work shall be paid as follows:
- 10.10.8.1 for time worked in excess of the normal hours, payment shall be at one and a half times his basic hourly wage;
 - 10.10.8.2 for time worked on the rest of the day or a gazetted public holiday, payment shall be at twice his hourly rate.

10.11 ANNUAL LEAVE WITH PAY

- 10.11.1 The leave year shall begin on the 1st April – and end 31st March of each financial year.
- 10.11.2 Leave Applications - an employee shall make application for leave of absence to his supervisor.
- 10.11.3 An application, other than in respect of sick leave or compassionate leave may be made in advance and will be in writing on the prescribed form and in the manner prescribed by the Council.
- 10.11.4 In the case of the CEO application for leave shall be made to the Chairman of the Council (Chairman of the Board).
- 10.11.5 Unless otherwise specified in a letter or contract of employment, all employees shall receive a minimum of fifteen (20) working days leave with full pay after twelve months continuous employment with the Organization.

10.12 ANNUAL LEAVE SHALL BE TAKEN SUBJECT TO THE FOLLOWING CONDITIONS:

- i Annual leave should be granted at times convenient to the Organization. At least 10 working days’ notice must be given when requesting leave. However, employees are required to take the full leave during the leave year and in this regard, there will be no cash refunds for leave days not taken during the year.
- ii In exceptional circumstances only, the ENCAC may agree in writing with any of

the employees that 10 working days of the annual leave in each twelve months may be deferred and accumulated over a period not exceeding one year;

- iii In cases where the immediately above occurs the employee shall be entitled to be paid accumulated due days or alternative, the ENCAC shall permit the employee to take all the due leave days in bulk.

- 10.12.1 If necessary, the Council may recall / decline an employee annual leave, in which case he will be credited/ remunerated with the unused portion of his leave and or be allowed to take it later.
- 10.12.2 An employee who fails to return to work within 3 days at the end of his leave, or fails to notify his supervisor or manager, will be deemed to have absconded and will be subjected to a disciplinary hearing.
- 10.12.3 No leave shall accrue to an employee during their probationary period unless at the completion of the said probationary period they are employed as permanent employees.
- 10.12.4 No casual employee shall be entitled to any leave.

10.13 SICK LEAVE WITH PAY

- 10.13.1 Sickness resulting in absence from work must be reported immediately to the employee's supervisor or to a representative of management in order that the employee's absence may be considered to have been authorized.
- 10.13.2 An employee whose absence from work due to sickness shall be required to produce a medical certificate within 48 hours signed by a legally registered medical practitioner registered with the Eswatini Medical and Dental Council.
- 10.13.3 Sick leave for reasons associated with dental problems will be awarded only in urgent cases certified by a dental practitioner.
- 10.13.4 An employee shall be eligible, in each year of employment with the Organization for a maximum of three months sick leave on full pay; three months half pay and thereafter provide a medical report to justify further consideration for continued sick leave on no pay.
- 10.13.5 Except where the employee is guilty of a breach of discipline or of health and safety regulations, an employee who has been injured on duty shall be paid an equivalent of his basic pay from the time of injury until he returns to work or until he is awarded compensation for temporary or permanent disablement in accordance with the Workmen's Compensation Act, in which case no deduction from his sick leave credits shall be made.

10.14 LEAVE - GENERAL

- 10.14.1 Leave Register
- 10.14.2 All leave of absence due, granted and taken shall be recorded in a leave register under the control of an officer designated by Management and an employee's leave record shall be available for inspection by him at all reasonable times during office

hours.

The leave register shall include as far as possible:

- i The name of the employee;
- ii The dates of the commencement and termination of his employment;
- iii The dates on which leave is/was taken;
- iv The amount paid to the employee in respect of leave which he has taken;
- v The balance of leave due; and
- vi Leave to which he is entitled per annum.

10.14.3 Leave of absence shall be classified as:

- i Vacation leave: comprising compulsory, occasional and accumulated leave;
- ii Sick leave: comprising medical and injury leave;
- iii It is the responsibility of the employee to ensure his leave is approved before going on leave.

10.15 BEREAVEMENT AND COMPASSIONATE LEAVE WITH PAY

- 10.15.1 For the purpose of this Regulation which should be read in conjunction with the relevant provision of ENCAC, Pension Fund Regulations and the Employment Act (2000) as amended, immediate family is defined as spouse, child, father, mother, grandfather, grandmother, stepfather, stepmother;
- 10.15.2 Where a member of an employee's immediate family dies, he shall be entitled to leave with pay for a period of up to seven (7) days and not extending beyond the day following the day of the funeral. Any extension shall require the written approval of the Chief Executive Officer or his delegate.
- 10.15.3 Compassionate Leave with Pay may be given to an employee from time to time by Management of such instances as natural disasters or for any other exceptional circumstances. Such leave shall not exceed seven (7) working days.

10.16 MATERNITY AND PATERNITY LEAVE

- 10.16.1 Every female employee, who has been in the continuous employment of the Council for twelve months or more, shall be entitled to maternity leave with pay up to twelve (12) weeks upon delivering to Management:
- 10.16.1.1 a certificate issued by a medical practitioner or mid-wife setting forth the expected or actual date of her confinement; or
 - 10.16.1.2 Such other evidence in support of the entitlement to maternity leave as is reasonable, having regard to all the circumstances of the case.
 - 10.16.1.3 In addition, subject to approval of Management, an employee may add up to two weeks of normal leave entitlement to the maternity leave

period.

- 10.16.2 Maternity leave with 12 (Twelve) weeks pay will be granted only once in 24 months during the employee's service with the organization.
- 10.16.3 Subject to Article 24.01, maternity leave shall not be less than twelve weeks, so arranged that the employee is allowed:
 - 10.16.3.1 Such period as she desires not exceeding six weeks, before the date of confinement;
 - 10.16.3.2 a period of not less than six weeks from the date of the confinement.
- 10.16.4 Provided that she has obtained the approval from a medical practitioner, an employee may, at her own option, agree to a period of maternity leave of less than twelve weeks.
- 10.16.5 When confinement takes place without an employee having been granted her entitlement of maternity leave, or where the period of such leave taken before her confinement amounts to less than six weeks, the period of maternity leave after confinement shall, if the employee so desires, be extended so that the total period of such leave amounts to no less than twelve weeks.
- 10.16.6 Where an employee has been granted maternity leave and the date of confinement is a later date than stated in the certificate or other evidence delivered to the Organization as being the date of which confinement was expected, her maternity leave shall be extended to include the period that elapsed between those dates.
- 10.16.7 An employee who suffers any illness arising out of her confinement shall be granted, in addition to the maternity leave to which she is entitled in these Regulations, such additional sick leave, not exceeding six weeks, as a medical practitioner may recommend.
- 10.16.8 Male employees shall be entitled to five (5) days paternity leave with full pay in 24 months.

10.17 DUTY LEAVE WITH PAY

- 10.17.1 Management shall grant leave with pay to an employee for the period of time he is required to attend as: participant, witness or as a complainant:
 - 10.17.1.1 Before a court, judge or magistrate;
 - 10.17.1.2 Before a Government Commission of enquiry;
 - 10.17.1.3 Before the Eswatini National Council; or
 - 10.17.1.4 Before an arbitrator, mediator or adjudicator, or for royal duty; and provided that the employee produces written evidence of his obligation to attend to any of the above duties.
 - 10.17.1.5 Register his vote/ voted during national elections.

10.17.1.6 Any other reason which may be determined by management.

10.18 PAID PUBLIC HOLIDAYS

10.18.1 All staff shall be entitled to public holidays recognized by government.

The following are the gazetted paid public holidays:

10.18.1.1 Incwala Day

10.18.1.2 Reed Dance Day/Umhlanga

10.18.1.3 Good Friday

10.18.1.4 Labour Day (May 1)

10.18.1.5 Easter Monday

10.18.1.6 National Flag Day

10.18.1.7 King's Birthday

10.18.1.8 Somhlolo Day

10.18.1.9 New Year's Day

10.18.1.10 Christmas Day

10.18.1.11 King Sobhuza's Birthday

10.18.1.12 Boxing Day

10.18.1.13 Ascension Day

10.18.2 Employees who are required to work on a paid public holiday shall be paid twice the hourly/daily rate prevailing at the time or shall be given a day off in lieu of working on such a public holiday, depending which one is applicable to that employee category. The day off may be added to the annual leave by arrangement with the Council.

10.19 OTHER LEAVE WITH OR WITHOUT PAY

At his discretion, the Chief Executive Officer or his delegate may grant:

10.19.1 Leave with pay when circumstances not directly attributable to the employee, including illness in the immediate family, prevent his reporting for duty;

10.19.2 Leave with or without pay for purposes other than those specified in this Agreement.

10.20 ABSENCE WITHOUT PRIOR APPROVAL

10.20.1 Where an employee is absent from duty outside the terms of these conditions or fails to comply with these conditions relating to leave of absence, such absence shall be deemed to be misconduct and shall be dealt with in accordance with the Disciplinary Code and Procedure currently in force.

- 10.20.2 The Council reserves the right to effect the “no work, no pay” rule whenever it is applicable.
- 10.20.3 An employee is not entitled to leave with pay during periods when he/she is under suspension.

10.21 PAYMENT FOR LEAVE

- 10.21.1 Payment during leave will be at the employee’s basic rate; however, the number of leave days paid out to an employee shall not exceed the employee’s annual leave entitlement.
- 10.21.2 Saturdays, Sundays and public holidays falling within any period of leave shall not be counted as leave days.
- 10.21.3 When an employee’s employment ends, he will be credited with money in lieu of any annual leave which he has earned but not taken, at his current basic rate of pay.
- 10.21.4 Employment During Leave:
- 10.21.5 During the duration of leave, an employee shall not engage in any work or employment for remuneration, without the prior approval of the ENCAC. Where a sabbatical/ project employment is sanctioned by the Council, the employee shall retain 60% of the proceeds and 40% shall be paid to ENCAC.

10.22 EDUCATION ALLOWANCE AND STUDY LEAVE

This section should be read together with the ENCAC Training policy.

- 10.22.1 Career development refers to an activity, which in the opinion of the Organization is likely to be of assistance to the individual in furthering his career development and to the Organization in achieving its long-term goals. The Chief Executive Officer or his delegate may, in writing, approve for the following career development activities :
 - 10.22.1.1 A course offered by an academic/training institution;
 - 10.22.1.2 A seminar, convention or study session in a specialised field, directly related to the employee’s work.
- 10.22.2 If an employee undertakes a training course in his own time and the Organization is of the opinion that it may enable him to do his work better and the ENCAC approves it, Management shall reimburse him the total cost of the course after he has successfully completed the course undertaken.
- 10.22.3 Nothing in this Regulation shall grant a right to an employee to higher pay and/or promotion which the employees recognizes as belonging to the rights of management.
- 10.22.4 Employees who are on approved study leave for periods not exceeding 12 months shall be paid full salary for the duration of the course. If the course exceeds 12 months; the employee shall be paid seventy five percent (75%) of the basic salary for the second year of study , fifty percent (50%) of their salary for the third year and twenty five percent (25%) of his basic salary for the remaining period of the study

leave.

- 10.22.5 The maximum period of study leave for which a salary shall be payable at the above rates shall be the period of study stipulated by the training institutes and agreed to by the ENCAC.
- 10.22.6 Employees who are on study leave shall be expected to return to work during school or university vacations during which time they shall be paid their full salaries as opposed to staggered salaries.
- 10.22.7 The above conditions apply to employees who have been nominated by the organisation to go on study leave and such employees will be required to sign a contract of bonding with the Organization, the terms of which will be determined by the Organization from time to time.

10.23 MEDICAL AND FUNERAL BENEFIT

- 10.23.1 Upon completion of probation, an employee shall become a member of an approved medical aid scheme. The Council will pay 50% of an employee's contribution to the approved Medical Aid Scheme. The Council shall take appropriate steps to ensure that it assists its disadvantaged employees to access minimum medical aid insurance.
- 10.23.2 Employees working within the malaria endemic zone, will be entitled to medical assistance for the treatment of malaria.
- 10.23.3 The Council shall appoint/ identify a Funeral Benefit Contributory Scheme to which the ENCAC will contribute 50% and the employee shall also contribute 50%.

10.24 TRANSPORT AND VEHICLES

- 10.24.1 All matters regarding transport, travel and use of vehicles in the ENCAC shall be governed by the transport and motor vehicle policy.
- 10.24.2 Employees using their own vehicles for official duties shall be reimbursed at the rate to be determined by the council and made official through a circular from time to time issued by the Chief Executive Officer with board approval ; provided prior management approval has been obtained for the use of the private vehicle for official duty.

10.25 AIR INSURANCE

An employee or member of the Council who is required to travel by air on official duty shall be entitled to re-imburement of the insurance premium to maximum cover of E30 000; however he/she shall be personally responsible for arranging such insurance cover.

10.26 FIELD ALLOWANCE

- 10.26.1 Employees whose work and travel causes them to be away from their duty station for more than six hours (but not overnight) shall be entitled to an out of pocket allowance (cash at hand at departure) determined by the Chief Executive Officer/Chief Finance Officer or his delegate from time to time inline with the government gazette The

Chief Executive Officer shall also determine rules governing the administration and control of such allowances inline with th government prevailing circular

10.26.2 Employees, who are unable to return to the office in their line of duty and have to stay overnight shall be entitled to an overnight allowance as follows:

10.26.2.1 Accommodation: subject to annual review at end of financial year and as determined by government prevailing circular.

10.26.2.2 Food: subject to annual review at end of financial year and as determined by government prevailing circular.

10.27 SUBSISTENCE ALLOWANCE

A subsistence allowance by the Organization shall be payable to all employees travelling on duty outside the Kingdom of Eswatini as follows:

10.27.1 Per Diem: to be determined by rates applicable to the host country and grade or government prevailing circular on per diem.

10.27.2 Transit Allowance: to be determined by host country and grade or PEU prevailing circular on per diem.

10.27.3 The allowance (per diem referred to shall be reviewed annually to be consistent with market rates and general inflation rates).

10.27.4 Any amount paid by a host country or other external agencies towards the expenses of an employee shall be deductible by the ENCAC from any allowance paid in terms of this regulation.

10.27.5 Subsistence within Eswatini shall be paid in line with rates applicable to the government prevailing circular on subsistence allowance: official duty in Eswatini.

10.27.6 Lunch out within Eswatini: To be determined by rates applicable to the government prevailing circular on lunch out allowance.

10.28 COMMUTING ALLOWANCE

10.28.1 All non-contract commuting employees will be reimbursed actual transportation costs. Management in consultation with the Union and/or any other recognised bargaining entity will from time to time determine any increases based on prevailing market trends and gazetted rates.

10.28.2 This applies to cases where housing allowance is paid.

10.29 HOUSING ALLOWANCE

An employee who is not housed by the Organization shall be eligible to receive 15% of his/her basic salary as a housing allowance; this rate shall be reviewed periodically to accommodate market trends.

10.30 PROVIDENT FUND

- 10.30.1 All employees remain members of the Eswatini National Provident Fund (Lidlelantfongeni) that is a statutory requirement and the Organization is obliged to make the necessary monthly deductions and remittals.
- 10.30.2 In addition, all permanent staff will become members of ENCAC pension fund, except temporary and contract staff.

10.31 HEALTH AND SAFETY

- 10.31.1 The Organization shall continue to make all reasonable provisions for the occupational safety and health of its employees as provided by the Occupational Health and Safety Act (2001). In this regard, the Occupational Health and Safety Policy shall be applicable.
- 10.31.2 Employees shall observe health and safety rules at all times. Failure to observe such rules may involve disciplinary action in terms of the Disciplinary Code and Procedure.

10.32 RETIREMENT

- 10.32.1 The compulsory retirement age of employees of the Organization is upon reaching the age of sixty (60) from date of birth. However, employees may retire optionally at the age of 45 years and must have at least completed ten (10) years continuous service with the organization to qualify for any benefits prevailing at the time of retirement.
- 10.32.2 Subject to a certified medical report, Management can retire an employee before the compulsory retirement age if he is unable to perform his duties due to ill health or physical disability.

10.33 PAY REGULATIONS

- 10.33.1 Unless otherwise stipulated in writing in a letter or a contract of employment, an employee's salary and any allowance due shall be paid to the employee monthly on the 20th day of the month, or any date set earlier by the Council.
- 10.33.2 Wages shall be due to an employee whose contract of employment or service comes to an end at the time of termination, provided that where such service is terminated by the Management summarily and without notice, payment shall be made as soon as may be reasonable thereafter According to the Employment Act.
- 10.33.3 An employee shall not, without the prior written consent of the Chief Executive Officer, cede or assign his right to claim to any monies owing to him by the Organizations and, except as hereinafter provided, salaries and allowances shall be paid only to an employee personally but preferably through his designated bank account.
- 10.33.4 An employee who is absent from work for any reason acceptable to the Organization may authorize Management in writing to pay his emoluments to his nominee.
- 10.33.5 An employee may, and shall, if so required by the CFO through the relevant HOD authorize Management in writing to deposit his pay cheque and allowance cheques with a registered financial institution of his choice.

- 10.33.6 Where it is resolved to accord an annual increment to employees with effect from a determined annual increment date, the salary of every employee who has served not less than six months continuous employment prior to such incremental date shall subject to any contrary provision contained in these Regulations be increased accordingly.
- 10.33.7 The payment of any bonuses shall be governed by the performance based appraisal system in place and the rewards will be determined by the performance management system as more specified in the PMS policy or guidelines.
- 10.33.8 No employee shall disclose his/her salary or wage to any other employee. The payment of salaries and wages shall remain confidential.
- 10.33.9 Management shall be entitled to deduct from any salary or other emoluments or payments due to any employee as provided by law including the following:
- 10.33.9.1 Contributions to the Employee's Pension Fund;
 - 10.33.9.2 Contributions in respect of the Medical Aid Scheme;
 - 10.33.9.3 Contributions due to the Eswatini National Provident Fund;
 - 10.33.9.4 P.A.Y.E. Contributions;
 - 10.33.9.5 Graded Tax Contributions;
 - 10.33.9.6 Repayments due in respect of loans and/or advances which may have been made by the Organization and such other charges as may arise there from;
 - 10.33.9.7 Any amount paid to any employee in error of the amount due to such employee;
 - 10.33.9.8 Such deductions as may be directed by any law or other Government directive or in terms of any Writ or Order of Court;
 - 10.33.9.9 Such other deductions as may be allowable in Law; provided that all such deductions shall be in accordance with the provisions of the Employment Act currently in force.

10.34 LOANS

Whilst the ENCAC understands that employees may from time to time due to hardships or for some other reasons (e.g. requirements for housing or purchasing a car) require a loan, it is not in the organization's objectives to act as a banking institution for its employees. As a preferred employer, the ENCAC will assist its employees in accessing loans with local financial institutions;

10.35 SALARY ADVANCES

An employee may be granted a one-month salary advance, which should be repaid over

a maximum period of 3 (three) months, provided the designated funds are available. Such advances are only granted in exceptional circumstances and normally only three times a year and must have the approval of the CFO, then the Chief Executive Officer.

10.36 PENSION FUND POLICY

- 10.36.1 Subject to the Council's Pension Fund Regulations, all permanent employees are required to contribute to the Pension Fund, such contribution being deducted monthly from the employee's salary.
- 10.36.2 All confirmed staff of the ENCAC shall belong to the ENCAC Group Pension Fund and shall contribute to the Fund as follows subject to review from time to time:
 - 10.36.2.1 Employee contribution will be 6% of his/her monthly salary.
 - 10.36.2.2 ENCAC will contribute 8%.

11

RECRUITMENT AND SELECTION POLICY

11 RECRUITMENT AND SELECTION POLICY

11.1 DEFINITIONS

- 11.1.1 Fixed Term Contracts - All staff in positions of Heads of Department or where the need arises will serve on fixed term performance-based contracts for a period not exceeding three years; however, the appointments of the Chief Executive Officer, the Chief Financial Officer, Director of Culture and Director of Arts shall be made by the Executive Board while all other positions shall be made by the Chief Executive Officer.
- 11.1.2 The fixed term performance contracts referred to in the above bullet are renewable based on performance of staff in these grades
- 11.1.3 Permanent Employment - All staff in positions of Heads of Section and below shall be employed on a permanent basis and shall be entitled to the terms and conditions applicable to permanent employees as described in the ENCAC Terms and Conditions of employment.
- 11.1.4 Temporary Appointment - Where ENCAC is of the opinion that it is not possible to appoint a suitable person to fill a vacant post, it may appoint a person from outside ENCAC on a fixed-term contract not exceeding twelve (12) months. Any such appointment shall be in writing and shall set out the period and terms and conditions of appointment in a contract format.
- 11.1.5 Casual Employees - When employees are needed to work on a specific project or temporary activities, they may be engaged on written fixed term or casual contracts, specifying the period of engagement and the expiry date of the contract. The maximum period of each contract should be kept to twelve (12) weeks, renewable. Efforts should be made to ensure that there is a break of at least five (5) days between such contracts.
- 11.1.5.1 Casual employees may be engaged on temporary but as seldom as possible and only for specified short term projects.
- 11.1.5.2 When temporary workers are required, the normal procedure should be followed: A request must come from the Head of Department concerned through the Human Resource Manager (Controller Resources) and then approval must be sought from the Chief Executive Officer.
- 11.1.6 No employee will be discriminated against on the basis of their race, color, religion, sexual orientation, national origin, age, disability, marital status or social status

11.2 AMPLIFIED DEFINITIONS

- 11.2.1 “**Recruitment**” refers to the process of attracting, screening and selecting qualified people for a post in an organisation.
- 11.2.2 “**Special interviewing management committee**” refers to a committee responsible for interviewing middle managers and junior staff.

- 11.2.3 “**Student**” refers to a person who is engaged in a course of study at a school, college, university or technical or professional institute.
- 11.2.4 “**Recruiting Department**” means the Human Resource Department which is the one that is responsible for the recruitment and selection of staff.
- 11.2.5 “**Probation**” means the period from the commencement date to the date when the appointment or employment is confirmed in writing to the employee by the council which period shall be three (3) months.
- 11.2.6 “**Probation**” means the period from the commencement date to the date when the appointment or employment is confirmed in writing to the employee by the council which period shall be three (3) months.

11.3 POLICY OBJECTIVE

The Policy covers recruitment and selection procedures, casual employees, employment offers and acceptance, vacation students, volunteers and researchers. It also covers procedures for promotion, secondment, induction, probation, confirmation and transfers.

11.4 POLICY PROCEDURE –

The Eswatini National Council of Arts and Culture commits itself to recruit suitably qualified and experienced individuals to fill vacant positions.

- 11.4.1 The Council will not, in its selection, discriminate unfairly against potential applicants on the basis of age, gender, religion, physical disability, marital status, race etc.
- 11.4.2 The Council will endeavour to ensure that recruitment and selection processes are as transparent as humanly possible.
- 11.4.3 Recruitment of candidates will first be made internally and thereafter, externally. In case the procedures for internal and external recruitment stated hereunder do not attract a suitable candidate for the position, or in the case of skills scarcity / shortage, the Council may resort to the head hunting of candidates.
- 11.4.4 All employees will be recruited into permanent, fixed term contract, temporary, casual, secondment, vacation or volunteer employment.
- 11.4.5 Recruitment and Selection shall be a joint process between the Human Resource Department and the Department requiring new employees, the CEO and / or the Board of Directors, as will be appropriate. In this regard, the final authority for the recruitment of junior officers will rest with the CEO whilst the recruitment of senior management staff rests with the Board of Directors or the Minister as the case may be. The prerogative of using external recruitment agencies / consultants’ rests with the aforementioned authorities.
- 11.4.6 No promotion, transfers and appointments, including acting appointments, may be effected without a formal written authorisation by the CEO or the Board of Directors, as the case may be.
- 11.4.7 Before appointment, all successful candidates will be required to undergo medical

examination by a qualified medical practitioner of **ENCAC**'s choice, as well as complete a personal detail form as prescribed by the Employment Act, 1980.

- 11.4.8 All employees of the **ENCAC** shall be taken through an appropriate induction programme, soon after appointment.
- 11.4.9 Upon appointment, all staff will be required to serve a probationary period of 3-6 months.
- 11.4.10 On completion of the probationary period, the council will advise the employee whether his employment is confirmed or otherwise.

11.5 RECRUITMENT OF PERMANENT AND FIXED TERM CONTRACT STAFF

- 11.5.1 When a vacancy arises, each HOD will review and consider whether the duties and responsibilities of the vacating officer cannot be redistributed to another employee(s). Alternatively, the HOD may consider another employee to fill the position.
- 11.5.2 If it is not possible to promote or redistribute the work of the vacant post, or fill it by internal change, the Head of the Department must motivate the recruitment of an officer by presenting a written request to the Human Resource Department, explaining the need of filling the post.
- 11.5.3 The HR Dep't will review the request, considering, amongst other things, the relevant budget lines that will affect the new appointment.
- 11.5.4 Once the HR Dep't is satisfied with the justification for appointment and that all other conditions are satisfactory for filling the vacant post, they will in turn forward the request to the CEO for approval.
- 11.5.5 Upon receipt of the request, the CEO will review the said justification and if satisfied grant his approval and direct the HR Dep't to proceed with the recruitment.
- 11.5.6 Once the Chief Executive Officer's approval has been given, the position is advertised first internally for a period of not more than one month and thereafter externally by the Human Resources Department or their appointed agents.
- 11.5.7 Applications will be received and profiled initially by the Human Resources Department or appointed agent. At this point, applications will be matched to the advert specifications and a brief profile of the candidates will be drawn up.
- 11.5.8 This profile will then be discussed by both the Human Resources Department and the recruiting Department where in, a final short list will be drawn up. At this stage it should be checked whether any applicants have worked for the organization before, and if they have, their previous employee record file should be retrieved and sent to the recruiting Head of Department.
- 11.5.9 Once the above two departments are in agreement with the shortlist, the HR dep't or the appointed agent should perform reference checks and vetting of the short-listed candidates and then present a report to the CEO or Board of Directors for approval.

- 11.5.10 Applicants will then be interviewed by a special interviewing management committee chaired by either the Human Resources Officer, CEO, Board Chairman, his designate or appointed agent. In as far as it is possible the concerned Head of Department must be part of the interviewing panel.
- 11.5.11 On completion of the interviews, the interview panel should select a suitable candidate and present a recommendation for his appointment by the relevant authority.
- 11.5.12 Once the recommendation has been accepted, the Human Resource Department must issue out a formal job offer to the selected candidate in writing stating the job title, rate of pay and other terms and conditions, which the applicant must fulfil before taking up the employment offer, such as successfully passing a medical examination, and satisfactory references being obtained.
- 11.5.13 If the candidate declines the offer of employment, the job offer will be given to the next most suitable short-listed candidate. However, if no suitable candidate is found, the position should be re-advertised.
- 11.5.14 Upon acceptance of the offer, the candidates will be required to co-sign and return to the HR department, the letter of offer.
- 11.5.15 Soon after commencement of duty the appointed officer must undergo an appropriate induction programme, prepared by the HR dep't and the Recruiting Department.
- 11.5.16 Candidates appointed into permanent positions will undergo probation and on successful completion, will be issued with a letter of confirmation by the relevant officer of the Council.
- 11.5.17 All candidates for permanent and fixed term contract positions should go through this recruitment process.

11.6 RECRUITMENT OF TEMPORARY STAFF

- 11.6.1 Where **ENCAC** is of the opinion that it is not possible to appoint a suitable person to fill a vacant post, it may appoint a person from outside **ENCAC** on a temporary basis not exceeding twelve (12) months.
- 11.6.2 Any such appointment shall be in writing and shall set out the period and terms and Conditions of appointment in a contract format.
- 11.6.3 The **ENCAC** officer responsible for the appointment of temporary staff is the CEO, who shall make such appointments in collaboration with the HR dep't and the Recruiting Department predominantly also involved along the procedures prescribed for the recruitment of permanent staff.
- 11.6.4 Recruiting officers will conduct themselves transparently, without prejudice to other staff and stakeholders and in line with the principles of best practise and good governance.

11.7 RECRUITMENT OF CASUAL EMPLOYEES

- 11.7.1 When people are needed to work on a specific project or temporary activity, they may

be engaged on written casual contracts, specifying the period of engagement. The maximum period of each contract should be kept to twelve (12) weeks, renewable. Efforts should be made to ensure that there is an interval of at least five (5) working days between contracts.

11.7.2 Casual employees may be engaged on a temporary basis, but as seldom as possible and only for specified short term projects.

11.7.3 When temporary workers are required, a request should be made by the Head of Department concerned through the Human Resource department for the approval by Chief Executive Officer.

11.7.4 Recruiting officers are expected to conduct themselves transparently, without prejudice to other staff and stakeholders and in line with the principles of best practise and good governance.

11.8 RECRUITMENT OF INTERNSHIP AND ATTACHMENTS STUDENTS, VOLUNTEERS AND RESEARCHERS

11.8.1 The Council will employ internship students when there is appropriate work available for them or when their institutions request **ENCAC** to assist on attachment. When employing vacation students, the emphasis should be to employ students whose present academic career or training is of value or investment for the student, **ENCAC** or the industry.

11.8.2 Employment of internship students does not mean that the recruited students are guaranteed employment on completion of their studies. Any permanent recruitment is the sole prerogative of Management.

11.8.3 The cost of employing the students, where it is a requirement for appointment, will be borne by the Department concerned.

11.8.4 The Human Resource Department will receive requests from Heads of Department and/or other Institutions. The requests will first get approval from the Chief Executive Officer and thereafter, be processed by the Human Resource Department in collaboration with the Head of Department concerned.

11.8.5 Recruiting officers will conduct themselves transparently, without prejudice to other staff and stakeholders and in line with the principles of best practise and good governance.

11.9 PROCEDURES FOR PROMOTION

11.9.1 The Council commits itself to promote employees to higher ranks or senior positions taking into account the following factors:

11.9.1.1 That a relevant vacancy exists;

11.9.1.2 The maintenance of a high standard of efficiency in terms of operations within the Council;

11.9.1.3 To consider the claims of departmental officers eligible for consideration

on the basis of merit, qualifications, experience and seniority.

- 11.9.1.4 All promotion endeavours remain the sole prerogative of Management.
- 11.9.1.5 If the Head of Department is unable to fill a post by the promotion of a departmental officer, he/she shall in deciding an alternative means of recruitment, take into account the requirements for recruiting from outside the Council.

11.9.2 Authority levels of promotions:

- 11.9.2.1 A promotion to the post of Chief Executive Officer lies on the authority of the Board of Directors in consultation with the Minister and the PEU.
- 11.9.2.2 Promotion of Heads of Departments lies on the Chief Executive Officer in consultation with the Board of Directors.
- 11.9.2.3 Promotions below Heads of Departments downwards, lie on the Head of Department concerned in consultation with the Human Resource Manager with the approval of the Chief Executive Officer.
- 11.9.2.4 Normally, the date of promotion shall be the date on which an officer assumes the duties of the new post, but the needs of the Council shall be paramount, and in any case where an officer cannot be made immediately available for the promotion post, the Heads of Departments concerned, shall consult together and fix an appropriate date, for the promotion to become effective. Where an agreement cannot be reached, the advice of the Human Resources department shall be sought. In a case in which there is likely to be a delay of one month or more, the Head of Department shall refer the matter to the Human Resource Officer.
- 11.9.2.5 Where an officer is promoted to a post to which is attached a fixed salary, he shall be paid that fixed salary with effect from the date of promotion.

11.10 SECONDMENT PROCEDURE

11.10.1 INTRODUCTION

This procedure applies to all **ENCAC** employees with the exception of management for whom the guidance is the Board of Directors only. This policy applies to all secondments taking place within **ENCAC** but in appropriate cases will apply to secondments outside the **ENCAC**.

- 11.10.1.1 Secondment is the temporary transfer of employees to duties and responsibilities or projects outside ENCAC.
- 11.10.1.2 A secondment may involve an employee being transferred temporarily (for a period not exceeding 2 years) to an institution collaborating with ENCAC either on the same grade or there may be an increase in grade to reflect higher level duties and responsibilities . Secondment of employees within the ENCAC is a redeployment; which can contribute

to the flexibility of employment required. it is advantageous by:

- 11.10.1.3 Enabling movement of employees to areas requiring short-term resource directing expertise where it is most needed
- 11.10.1.4 Supporting “joined up” working through cross operational experience of seconded employees
- 11.10.1.5 Supporting employee development and flexibility of employment
- 11.10.1.6 Strengthening a culture of flexibility
- 11.10.1.7 Attracting employees who are flexible and keen to develop
- 11.10.1.8 At least some of these advantages could apply to secondment outside the ENCAC too, and many parts of this policy should apply to such secondments.

11.11 RESPONSIBILITIES

11.11.1 DIRECTORS AND HEADS OF DEPARTMETNS

- 11.11.1.1 Funding secondments.
 - 11.11.1.1.1 Creating a climate which encourages all employees to apply for a secondment opportunity if they so wish.
 - 11.11.1.1.2 Ensuring that secondment opportunities are discussed at appraisals.
 - 11.11.1.1.3 Supporting employee on secondment in finding opportunities which use their experience and development at the end of the secondment.
 - 11.11.1.1.4 Holding substantive posts open for the duration of the secondment and making temporary cover arrangements.

11.11.2 DURATION OF SECONDMENTS

- 11.11.2.1 Normally the maximum period of a secondment should be two years subject to a once off renewal depending on the project or task.
- 11.11.2.2 A document containing the Terms and Conditions of Employment will set out the terms of the secondment.

11.11.3 SECONDMENT GUIDELINES

- 11.11.4 The Directorate with the secondment opportunity will establish clear guidelines for the secondment post including:
 - 11.11.4.1 The grade;
 - 11.11.4.2 The length of time of the secondment;
 - 11.11.4.3 Written statement of the duties and responsibilities;

- 11.11.4.4 Reporting lines and relationships with others in the team;
- 11.11.4.5 The contractual position;
- 11.11.4.6 Induction in line with the relevant occupational standard;
- 11.11.4.7 Training and development required of the individual whilst in the post and the impact that will have on the individual on their return to their substantive post. This should be discussed with the originating department;
- 11.11.4.8 The assigning of a mentor, if appropriate
- 11.11.4.9 Regular reviews, at least every six weeks and formal appraisal if seconded for more than 12 months;
- 11.11.4.10 Seconded employees will have their post held open for them for their return.

11.12 INDUCTION

- 11.12.1 It is the head of department's responsibility to ensure that staff new to **ENCAC** (and staff who have moved within **ENCAC** and are commencing a new role) are furnished with the information necessary to enable them to commence work and that they are given a copy of, and briefed on, all relevant employment policies and procedures and any other section, departmental, or **ENCAC** procedures relevant to their work. As part of the induction process, the head of department should discuss the individual's training needs with them and book them onto any appropriate training courses.
- 11.12.2 The induction process should give staff in roles with management responsibilities a detailed understanding of the management competencies expected of them in their roles.

11.13 PROBATION PROCEDURE

- 11.13.1 *As the job is explained* to the new employee the head of department must make clear any service standards relating to the work of the department within which the employee works and the performance standards related to their particular post in terms of:
 - 11.13.1.1 Quality and quantity of output
 - 11.13.1.2 Skills that must be acquired, including expectations of academic excellence and management competency as indicated above;
 - 11.13.1.3 Protocols that must be learnt;
 - 11.13.1.4 Deadlines which must be met and how any changes to deadlines will be communicated;
 - 11.13.1.5 Working relationships that must be developed with other staff and students etc.
- 11.13.2 The head of department must also make clear how these standards will be monitored

throughout the probation period and the frequency with which they will be formally reviewed.

- 11.13.3 Heads of departments and heads of sections will be reminded of the requirement to complete these reviews by the Human Resources Department and in the case of fixed term staff with a contract shorter than the length of the relevant probation period, the probation process will be followed for the period during which the individual is employed with ENCAC.
- 11.13.4 At the first review the manager will formally discuss the probationer's performance with them and summarize their discussions on the relevant form. The probationer will add their comments to the written assessment. Where performance is satisfactory, probationary staff will be confirmed in their post on completion of their probation period and the HR Department will write to the individual (copied to the head of department) to confirm this. Following the satisfactory completion of probation, the employee's performance will be reviewed in line with the Performance Appraisal System.
- 11.13.5 If the first review is not satisfactory in any way the manager must discuss with the probationer the aspects of performance which need improvement and should set clear objectives and timescales within which they will be reviewed. The probationer should be asked if they consider that any further assistance and/or training is necessary to enable them to complete tasks to the standards expected of them. The probationer should sign the review form and receive a copy of it to confirm that they have been made aware of the improvements required.
- 11.13.6 If at the second review stage, insufficient improvement has taken place, the manager must arrange a further meeting; the probationer should be given 7 working days notice of the meeting and be given the right (in writing) to be accompanied by a work colleague or a union representative. It is advisable to ensure that a senior manager is present at the meeting, in addition to the head of section who conducted the previous reviews. If termination of the appointment is likely, advice should be sought from the HR Consultative team prior to the meeting, to ascertain whether an HR Officer should be present. At this meeting a full review of progress should be held and a decision made to either extend the probationary period, or alternatively, to terminate the appointment at the end of the probationary period. Any decision as a result of such meeting should be confirmed in writing to the individual (in consultation with the HR Department).
- 11.13.7 Extension of Probationary Period
- 11.13.7.1 It may be appropriate and necessary to extend the probationary period if:
- 11.13.7.2 Through the probationer's sickness or other authorized absence, it has not been possible to assess performance;
- 11.13.7.3 The probationer has not performed satisfactorily but the head of department has evidence to suggest that performance is likely to improve with a further period of probation'

- 11.13.7.4 Discussed between the head of department and the probationer and confirmed in writing;
- 11.13.7.5 The reasons for the extension;
- 11.13.7.6 Any assistance/training that will be given in the extension period;
- 11.13.7.7 The period of the extension, the performance standards expected and the way in which performance will be monitored;
- 11.13.7.8 That if performance still fails to meet expectations at the end of the period of extension, employment will be terminated.
- 11.13.7.9 Probationary periods should not normally be extended by more than two months. Probationary periods for Teaching Fellows may be extended for longer periods.
- 11.13.7.10 Probationers will have the right to appeal against a decision to terminate their employment for failure to satisfactorily complete their probation period. An appeal must be lodged in writing with the Human Resources Department within 5 working days of receipt of confirmation of termination. The appeal will normally be heard by a head of department not previously involved with the case. At such an appeal the probationer has the right to be accompanied by a trade union representative or work colleague.

11.13.8 Probation Period and Discipline and Capability

- 11.13.8.1 **ENCAC's** Disciplinary Code and Procedure apply to staff that have successfully completed their probationary period. For staff on probation this Induction and Probation procedure applies in relation to under-performance. In circumstances involving alleged misconduct, the probationer will receive written notice of a disciplinary interview which will set out the details of the alleged misconduct.
- 11.13.8.2 The probationer will have the right to be accompanied by a trade union representative or work colleague and will have the opportunity to state their case before any decision is taken. Any case of misconduct during the probationary period may lead to dismissal and gross misconduct may lead to summary dismissal without notice. The probationer will be informed of their right to appeal against a decision to dismiss them on the basis of misconduct and any appeal would be considered by the head of department.

11.14 CONFIRMATION

- 11.14.1 On successful completion of the probationary period, the officer will be confirmed into the permanent establishment/ employment.
- 11.14.2 Unless it has been agreed to otherwise between the **ENCAC** and a new employee, all probationary appointments shall be made to the first notch of the appropriate

scale. An employee who is confirmed permanent in his post after probation shall not move to the next notch in the appropriate scale until s/he has completed one full year of service with the **ENCAC**. S/He shall nonetheless benefit from any cost of living increase.

11.14.3 Where an officer holds a probationary appointment, the Head of Department shall, not later than (1) one month before expiration of the probationary period consider: -

11.14.3.1 Whether the officer shall on expiration be confirmed as a pensionable employee or;

11.14.3.2 Whether an extension of probation is necessary or desirable or;

11.14.3.3 Whether the Officer's appointment shall be terminated.

11.15 EFFECT ON CONFIRMATION

11.15.1 a. When an officer is confirmed to a permanent position he becomes eligible for retirement benefits in accordance with the Council's Pension scheme.

11.15.2 b. An officer who has been confirmed may be retired or dismissed from **ENCAC** only in accordance with the Council retirement policy or disciplinary code policy.

11.16 TRANSFER

11.16.1 The Council reserves the right to affect a transfer of any of its employees from within the organization throughout the Kingdom of Eswatini, when it is deemed in the interest of the Council not an individual. The prerogative to effect the transfer rests solely with Management. In the event the employee does not accept the transfer, he must evoke the Grievance Procedure.

11.16.2 The Council shall not normally consider a request by an officer for a transfer unless his/her application is made in response to a published advertisement or medical grounds but if one officer wishes to be considered for a transfer he shall not be precluded from making appropriate inquiries from his/her Head of Department through the proper channels.

11.16.3 In the case where a Head of Department wishes to recommend that a vacant post shall be filled by the transfer of a deserving officer, the Head of Department should initiate the transfer as set out in clause 7. NOTE: a transfer should not be initiated for a purpose of demotion.

11.17 EMPLOYMENT OFFERS AND ACCEPTANCES

11.17.1 An offer for employment should not be extended until each of the following steps have been completed. All offers are to be extended by the recruiting officer. Verbal offers should be followed up with a confirmation letter confirming commencement dates, remuneration/ compensation and job title.

11.17.2 The recruiting officer must

- 11.17.2.1 Thoroughly verify the employment history, education and other pertinent information of the employee.
- 11.17.2.2 Verify on the back of the employment application that the candidate has granted permission to contact the previous and present employers.

11.18 COMPENSATION GUIDELINES

- 11.18.1 The Human Resource department for guidance regarding the appropriate compensation for the position and for verification of overtime status.
- 11.18.2 Be certain that the candidate understand that the offer is contingent on the satisfaction completion of all references
- 11.18.3 An offer must be accepted by asking the candidate to sign the bottom of the confirmation letter or by letter of acceptance.
- 11.18.4 Signed agreements may be emailed or followed up with an original letter.

11.19 AMENDMENT

- 11.19.1 Management of the Council may make any necessary amendment to these policies, procedures and guidelines for recruitment and selection and may approve any new regulations made by the Council for the policies, procedures and guidelines for recruitment and selection provided that the Human Resources Committee and/or any other recognised bargaining entity have had a reasonable opportunity to discuss and make their contributions in the Joint Management Committee. Review sentence.....

Candidate Report Form (CRF)

Name: Age

Address Date Interviewed

(Please, tick the appropriate rating for each of these)

	Above Required Standard (5)	Meets Required Standard (3)	Below Required Standard (1)
1. Appearance 2. Communication 3. Level of Confidence 4. Health			
1. Education 2. Training 3. Job Experience			
1. Information Level about ENCAC Goals 2. Knowledge about Position Sought 3. Innovative Ideas			

1. Technical Ability 2. Computer Literacy 3. Other Relevant Expertise			
1. Acceptability 2. Influence Over Others 3. Motivation Level 4. Supervisory Ability 5. Reliability 6. Self-Reliance			
1. Current Position 2. Current Salary (Gross) 3. Resignation Notice 4. Marital Status 5. Residential Location			
1. Reasons for Leaving 2. Reasons for Applying 3. Future Goals			

- Observed Weaknesses:
- Observed Strengths:

Signature

Date

Candidate Information

Name of Applicant:

Age:

Location of Residence:

Family Status:

Qualification:

Experience:.....

Current Position:.....

No. Of Staff Supervised:

Reporting Lines:

Current Job Deliverables:.....

Current Salary Package:

Reason for Leaving:

Reason for Applying for this Job:.....

Applicant's understanding of ENCAC:.....

Applicant's understanding of position:

Organisational & Administrative expertise:

Computer Literacy:

Main areas of strength and benefit to ENCAC:

Major weaknesses and how these are to be addressed:

Challenges **at ENCAC**:

.....

.....

.....

Current Studies:.....

Future goals:.....

Other Matters ENCAC should know:

Health:

Politics:

Criminal record:

Other:.....

Availability to Start:

Questions from Applicant.....

.....

.....

.....

.....

Future communication with applicant:

.....

.....

.....

ANNEX A

STANDARD LETTER OF REDUNDANCY AND TRANSFER

NOTICE OF REDUNDANCY AND TRANSFER

It is with regret that I have to inform you that the post in which you are employed has become redundant because of the following reasons:

.....

.....

.....

.....

I am able to offer you a transfer to the vacant post ofat a rate of pay of

.....

If you accept it, please sign the acceptance at the bottom of this letter and return it to your Head of Department within one (1) week of the date of this letter. If you reject this offer, or do not return the acceptance form within one week, your employment with **ENCAC** will come to an end on the on which date you will be paid all terminal benefits to which you may be entitled under the Empowerment Act.

If you accept the offer of transfer, I would like to thank you on behalf of Management (**ENCAC**) for your services during theyears of your employment, and wish you all the best for the future.

Yours Faithfully

HUMAN RESOURCES MANAGER

ANNEXURE B

STANDARD LETTER OF REDUNDANCY AND TERMINATION

NOTICE OF REDUNDANCY AND TERMINATION

It is with regret that I have to inform you that the post you are employed has become redundant because of the following reasons:

.....

.....
.....
.....
And your employment will terminate on which date you will be paid any termination benefits to which you may be entitled under the Employment Act.

On behalf of the Council, I would like to thank you for your services during the
Years of your employment, and wish you all the best for the future.

Yours Faithfully

SECOND SCHEDULE

Section 22

WRITTEN PARTICULARS OF EMPLOYMENT FORM

1. NAME OF EMPLOYER.....
2. NAME OF EMPLOYEE.....
3. DATE EMPLOYMENT BEGAN.....
4. WAGE AND METHOD OF CALCULATION.....
5. INTERVALS AT WHICH WAGES ARE PAID.....
6. NORMAL HOURS OF WORK.....
7. SHORT DESCRIPTION OF EMPLOYEE'S WORK.....
.....
.....
8. PROBATION PERIOD.....
9. ANNUAL HOLIDAY ENTITLEMENT.....
10. PAID PUBLIC HOLIDAYS.....
11. PAYMENT DURING SICKNESS.....
12. MATERNITY LEAVE (if employee female).....

13. NOTICE EMPLOYEE REQUIRED TO GIVE
-
14. NOTICE EMPLOYEE REQUIRED TO GIVE
15. PENSION SCHEME (if any other than National Provident Fund Scheme.....
-
16. ANY OTHER MATTER EITHER PARTY WISHES TO INCLUDE
-
-
-
-

Signed EMPLOYER

..... EMPLOYEE

..... WITNESS

..... DATE

12

RECRUITMENT AND SELECTION POLICY

12 DISCIPLINARY CODES POLICY & PROCEDURE DISCIPLINARY CODES POLICY AND PROCEDURE

12.1 OBJECTIVE

- 12.1.1 Discipline is any action initiated by management in response to any breach of implied and express contract of employment or any unsatisfactory worker behaviour or performance with the objective of improving and maintaining behaviour and performance.
- 12.1.2 It is management's responsibility to maintain discipline within the working situation and the various forms of disciplinary action should be taken by the appropriate level of authority as specified in the disciplinary procedure.
- 12.1.3 The objective of the Disciplinary Code and procedure is to ensure that disciplinary action is standardised and consistent. Supervisors and managers use it as a guide for handling cases of misconduct and therefore are not absolute.
- 12.1.4 Good discipline cannot be established solely by punishment or threats of punishment. It can only result from good supervision exercised within the framework of such rules (code) as are necessary to protect the interests of the authority and its employees.
- 12.1.5 Words used in the disciplinary code and procedure have the same meaning and construction as words used in the grievance and dispute procedure.

12.2 DEFINITIONS

- 12.2.1 For the purpose of this procedure the "supervisor" shall mean a person exercising authority over an employee and shall mean any of the levels up to but not including "Head of department".
- 12.2.2 "**Mitigation**" means circumstances whether directly attributable to an employee or not which management considers sufficiently important to cause a reduction in the recommended course of action stipulated in the Code.
- 12.2.3 "**Indulgence**" refers to situation when management takes an unreasonably long period of time to take disciplinary action or time in excess of a normal investigation period. The normal period should not exceed 3 (three) months after investigations in relation to the misconduct have been concluded.
- 12.2.4 "**ENCAC**" shall mean the Eswatini National Council of Arts and Culture.
- 12.2.5 "**Customers**" shall mean all those **ENCAC** is doing business with or interacting with including **ENCAC** visitors.
- 12.2.6 "**Regulation**" means terms and conditions of service.
- 12.2.7 "**Property**" must be loosely interpreted and includes amongst other things property real and intellectual property, immoveable property and moveable property such as materials, components, parts, accessories, equipment, tools, machinery etc.

12.3 GENERAL PRINCIPLES

- 12.3.1 The Management of Eswatini National Council of Arts and Culture recognises that it must develop in each employee a sense of personal discipline and commitment to the objectives of the Council. In so doing management will inform employees of the rules of misconduct and endeavour to train those who are responsible for the application of discipline.
- 12.3.2 It is the duty of every **ENCAC** employee to exercise self discipline and control, to comply with various rules and regulations of **ENCAC**, to carry out reasonable instructions given, to behave in an orderly and civil manner, to cooperate generally and with other employees on work related matters, to treat the property of the Council with respect at all times and also to develop with them and with customers a helpful and friendly attitude. When these principles are not realized management may consider disciplinary action.
- 12.3.3 The burden of proof in disciplinary cases only rest with management to prove:
- 12.3.3.1 That the misconduct was committed by the employee;
 - 12.3.3.2 That the misconduct falls within the classes of misconducts listed in this code or Act of Parliament;
 - 12.3.3.3 That the employee knowingly or carelessly committed the misconduct; and
 - 12.3.3.4 That the disciplinary action taken by management was warranted under the circumstances of the case.
- 12.3.4 The degree of proof may vary with the seriousness of the charge brought upon an employee. If after investigation a substantial doubt remains as to the guilt of an employee, management should consider alternatives to disciplinary action or in the alternative a reduced action “mitigation”.
- 12.3.5 Management shall ensure consistent treatment in all disciplinary cases. To ensure consistency management should establish standards of conduct and performance as well as train all those who are responsible for the application of discipline.
- 12.3.6 It is the duty of every manager to consult with the human resource department (administration) When contemplating formal disciplinary action and is the duty of a senior office in the human resource department to:
- 12.3.6.1 Advice on questions of policy rights and interpretation;
 - 12.3.6.2 Assist in investigation of cases upon request;
 - 12.3.6.3 Supply history of relevant disciplinary cases, employee records or other information relevant to the misconduct;
 - 12.3.6.4 Sit on each disciplinary hearing;
 - 12.3.6.5 Monitor by ensuring adherence to the rules contained in the code, maintaining, records of cases and reporting any abuse of management rights; and

- 12.3.6.6 Submit a written report to the chief executive officer through the Human Resources manager when management has acted arbitrarily in the administration of the code and contrary to the advice of the human resource department;
- 12.3.6.7 Coach employees on how best to conduct themselves at the workplace.
- 12.3.7 The background and circumstances in each disciplinary case may call for different treatment. The minimum requirement is that the employee must know that he/she has violated a rule. The circumstances which will affect management action and which must be considered are:
 - 12.3.7.1 The seriousness of the misconduct and its consequences to the council.
 - 12.3.7.2 “Indulgence” refers to a situation when management takes an unreasonably long period of time to take disciplinary action or time in excess of normal investigation period. The normal period should not exceed 3 (three) months after investigation in relation to the misconduct have been concluded.
 - 12.3.7.3 The years of service of the employee and the possibility of his or her rehabilitation.
- 12.3.8 A serious misconduct (theft) will normally bring about a dismissal. Less serious misconducts are subject to progressive penalties.
- 12.3.9 Disciplinary action may be taken when the work standards are reasonable and employees have been previously made aware of what constitutes transgressions and or misconduct within the organization.
- 12.3.10 An employee who is required to work under abnormal pressure or whose conduct and performance are affected by personal problems, may not necessarily be disciplined out rightly provided that the employee has informed his or her supervisor prior and may be consider referring for counselling.
- 12.3.11 An employee may appeal against any formal disciplinary action imposed on him/her using the appeal procedure and within the prescribed period provided that his/her appeal may be logged at the next level of authority above that where the disciplinary action was approved.

12.4 PROCEDURE

- 12.4.1 When formal disciplinary action is considered necessary, the delegated authority should ensure that the following points are covered:
 - 12.4.1.1 Before any formal disciplinary action is taken, the circumstances of the misconduct are thoroughly investigated and statements giving full details of the misconduct are prepared.
 - 12.4.1.2 The Human Resources (administration) department is consulted.

- 12.4.1.3 The employee is informed that:
 - 12.4.1.3.1 He/she may be represented or accompanied by the union representative/ a fellow colleague of his/her choice;
 - 12.4.1.3.2 A formal hearing may be arranged where the employee is presented with the facts and given the opportunity to reply;
 - 12.4.1.3.3 Disciplinary action may be decided upon by the chairman after consultation with the Human Resources Officer.
 - 12.4.1.3.4 All disciplinary action except informal verbal warning should be witnessed by the Employee representative if present and by any other person on behalf of Management.
 - 12.4.1.3.5 such disciplinary action shall be recorded attached (Annexure I Disciplinary Form) to the employee's personal file and shall be signed by the employee and his representative if present as acknowledgement that disciplinary action was administered or that the Employee wishes to appeal.
- 12.4.2 Suspension on full pay may be implemented :
 - 12.4.2.1 By management when it considers it undesirable that the employee remains at work during investigation of an incident and pending appropriate disciplinary action the length of which should be determined by management (kept to a maximum of one month).
 - 12.4.2.2 When the continued presence of the employee on site (premises) maybe embarrassing to the employee or to the Council or when the presence of the employee endangers the Council's property, equipment, personnel or customers.
 - 12.4.2.3 Suspension should only take place after consultation with the human resource department.
 - 12.4.2.4 Suspension with pay in itself is not to be considered as a disciplinary action and should not be recorded on the employee's personal file,
- 12.4.3 Suspension without pay may only be invoked :
 - 12.4.3.1 Where an employee is remanded in custody.
- 12.4.4 Where an employee is subsequently acquitted of the charge for which he/she was placed in custody, the suspension shall be lifted and subjected to sub- paragraph (c), the authority shall not be obliged to pay wages to the employee for a period he/she was in custody.
- 12.4.5 Where an employee is remanded in custody as a result of a charge laid by the Council and is subsequently acquitted of the of the charge the Council shall pay to the employee an amount equal to the remuneration he/she would have been paid for the period he/she was in custody had he/she not been in custody.

- 12.4.6 Where an employee has/ is suspected of having committed an act if which proved would justify dismissal or disciplinary action but if it is found that the employee did not commit the act, the employee shall be remunerated his/her salary /wages. In all instances suspension without pay shall not exceed one month in line with the Employment Act of 1980 as amended.

12.5 TYPES OF DISCIPLINARY ACTION

12.5.1 Informal verbal warning

This is an on- going monitoring process between the employee and Supervisor. At his/her discretion, a supervisor may warn an Employee verbally and no entry will be made on the employees record. The reprimand should make the employee aware that further misconduct will lead to disciplinary action.

12.5.2 First written warning.

This is recorded on the employee's record and may be used when:

- 12.5.2.1 A previous informal verbal warning has failed to bring about an improvement in the conduct of the employee: or
- 12.5.2.2 The misconduct in itself is of such seriousness that a verbal warning would not be appropriate.
- 12.5.2.3 such acts as work inefficiency, careless work, poor time keeping or failure to wear protective clothing and others which management may find necessary. For the purpose of progressive penalties, the formal written warnings are classified in order of severity although management may choose the appropriate written warning, given the circumstances or seriousness of a case. It is to be noted that a first written warning will not be invalidated by the fact that no informal verbal warning was issued. It will be valid for a period of 6 (six) months.

12.5.3 Second Written Warning

This may be used for the repetition of a misconduct for which a first written warning has been issued or for a first serious misconduct which does not require a more severe penalty and which will include such acts of refusing to obey a lawful instruction, sleeping on duty, careless damage to property or smoking in a non- smoking area. It should be valid for a period of 9 (months).

12.5.4 Final Written Warning

- 12.5.4.1 This may be used for the repetition of a misconduct for which a first or second written warning has been issued or for a first serious misconduct requiring a more severe penalty and which will include such acts of being under the influence of alcohol, reckless or dangerous driving, wilful misuse of Council's property, revealing confidential information, insubordination or abusive conduct towards a customer. The warning

will be valid for a period of 12 (twelve) months.

12.5.4.2 In a case of a formal written warning, severe written warning and final written warning, the appropriate level of authority shall complete the appropriate form and record and explain to the employee:

12.5.4.2.1 Which rule of conduct or performance was violated;

12.5.4.2.2 What the employee must do to correct his behaviour;

12.5.4.2.3 What steps may be taken next if the employee persist with this behaviour;

12.5.5 Dismissal

12.5.5.1 This shall be used:

12.5.5.1.1 When the conduct or work performance of an employee has after a final written warning been such that the Council cannot reasonably be expected to continue to employ him/her;

12.5.5.1.2 In a case of a serious breach of the code as listed in the schedule of misconduct's in paragraph 11 and which will include such acts of driving a vehicle while intoxicated, wilful damage of Council's property, theft, misappropriation, forgery and fraud or assault and any conduct justifying dismissal under Section 36 of the Employment Act of 1980.

12.6 DOUBLE JEOPARDY

12.6.1 An employee may not be penalised twice for the same misconduct and employee may not be demoted for any reason whatsoever arising from a disciplinary hearing.

12.6.2 Transfer and bonuses are administrated in line with the Council's Regulations (terms and conditions of service) which may be in force from time to time.

12.6.3 Notwithstanding paragraph 5.0.1, a formal disciplinary action may be issued to an employee in addition to any deductions made from the wages due to the employee in respect of the loss or damaged to any tools, material or other property belonging to the Council and issued to the employee where such losses or damage has been caused by the default or neglect of the employee concerned. Provided that the employee consented in writing to such deduction being made.

12.7 APPLICATION OF DISCIPLINE

12.7.1 Supervisor level/Head of Section

12.7.1.1 A supervisor has authority to issue an informal verbal warning before issuing the warning;

12.7.1.2 The supervisor must ensure that a rule of conduct has in fact been breached by an employee. This may require investigation and if this investigation reveals that the misconduct falls within a class of misconducts, which require a more severe disciplinary action, he/

she shall gather such documentary evidence and written statements forms from the employee and from witnesses as are available and necessary. After consultation with the Human Resources Department (Administration) he/she will promptly select to either:

- 12.7.1.2.1 Issue a verbal warning, if necessary, for lack of evidence of a more serious misconduct: or
- 12.7.1.2.2 Refer the matter to his line manager (head of department) along with a written report and full evidence and statements in his/her possession.
- 12.7.1.3 A written warning may not be issued before a formal disciplinary hearing has been conducted where the employee must be given an opportunity to make representations in response to the allegations against him.

12.7.2 Head of Department

The (Head of Department) shall act promptly on all reports made by the supervisor. He/she shall determine whether the alleged misconduct falls within a class of misconduct which requires formal disciplinary action, assess the evidence in hand and decide whether he/she has authority to act in the matter. After consultation with the office from the Human Resources Department, he/she will either:

- 12.7.2.1 Refer the matter back to the Supervisor for lack of evidence to proceed and with such recommendation or instruction as are necessary: or
- 12.7.2.2 He/she may hear and/or determine the case if she/he is satisfied that he/she has the authority to do so; or if so
- 12.7.2.3 Refer the matter to the next level of management along with a written report supported with all evidence and statements in his/her possession.

12.7.3 Next Level Management

Any of the next level of management including the Chief Executive Officer shall act promptly on all reports made by the Heads of Department. In so doing he/she shall assess the case in the same manner as described in paragraph 6.0.2.

12.8 HEARING A CASE

- 12.8.1 Where a formal hearing is to be held the Head of Department complaining about the employee's conduct , shall cause that a written notice of the hearing together with the charges that the employee will face to be served upon the employee giving the employee the time and place of the hearing and advising him/her to bring all evidence and witnesses as are available and necessary in his/her defence and advising the employee that he/she may be represented by his or her union representative or fellow colleague of her/his choice.
- 12.8.2 The hearing referred to in paragraph 8.1 shall not take place earlier than five (5) days after notice in writing of such hearing has been served upon the employee.
- 12.8.3 The attendance of any employee who is required to testify at a hearing shall be

arranged by the senior office in the Human Resources Department or his/her delegate through the Head of Department or the union representative.

- 12.8.4 The statement of witnesses who cannot conveniently attend the place at which the hearing is held may be taken by affidavit or otherwise as maybe directed by the senior office in the Human Resources Department.
- 12.8.5 The notice of the chargers preferred against the employee shall give the employee sufficient time to prepare for the hearing, this being a period of not less than five (5) working days.
- 12.8.6 The charge sheet or notice sent to the employee must inform the employee of all his rights as follows:
 - 12.8.6.1 That he may be represented by and employee of his own choice;
- 12.8.7 The chairman will allow the following persons to attend;
 - 12.8.7.1 The employee accused of the misconduct;
 - 12.8.7.2 The employee witnesses;
 - 12.8.7.3 The employee's representative who shall be an employee of **ENCAC** (maximum two representatives);
 - 12.8.7.4 The supervisor who is the initiator of the disciplinary action proceedings;
 - 12.8.7.5 A representative from the Human Resources Department;
 - 12.8.7.6 Any witnesses that may be called by the chairman where he deems it necessary;
 - 12.8.7.7 An interpreter if necessary.
- 12.8.8 At the discretion of the chairman, failure of any of the above persons to attend the hearing will not invalidate the proceedings except that the chairman, upon receipt of a written notification from any of the above persons that he/she is unable to attend for valid reasons or because of the necessities of service, may decide to adjourn the meeting (hearing) to a subsequent date and time.
- 12.8.9 Where an accused employee refuses to attend a disciplinary hearing without any good cause, the hearing may continue in his absence. The employee must fail 3 times yo avail himself in a disciplinary hearing then a final decision is taken & s/he is furnished with final written decision thereto.
- 12.8.10 It shall be misconduct for any persons to use delaying tactics, withhold evidence in his/her possession or to conduct himself/herself in an unruly manner for the purpose of undermining the smooth running of any disciplinary hearing.
- 12.8.11 The Chairman shall:
 - Introduce the proceedings;

- 12.8.11.7.1 Explain that the purpose of the hearing is to allow the employee an opportunity to state his/her case and rebut any evidence presented against him/her;
 - 12.8.11.7.2 Ensure that the proceedings are noted down comprehensively;
 - 12.8.11.7.3 Invite the management representative to present the case on behalf of the Council;
 - 12.8.11.7.4 Invite the employee or his or her representative to cross examine any Council's witnesses;
 - 12.8.11.7.5 May ask questions from witnesses for clarification;
 - 12.8.11.7.6 Invite the employee or his/her representative to bring the defence witnesses;
 - 12.8.11.7.7 Invite management representative to cross-examine any defence witnesses;
 - 12.8.11.7.8 May ask questions from witnesses for clarification;
 - 12.8.11.7.9 Ask for closing statements from the employee or his/her representative;
 - 12.8.11.7.10 Close the proceedings by indicating that a decision will be communicated promptly to the employee. At this stage the Chairman may ask for short adjournment whilst he/she consult with the HR Department and deliver the judgement thereafter. Alternatively the Chairman may adjourn the proceedings and then consult with the HR Department and communicate the judgement in writing. When the latter occurs, the period must not exceed fourteen (14) calendar days.
 - 12.8.11.7.11 Consider all the records and consult with the Human Resources department in order to arrive at a decision or recommendation.
- 12.8.12 The decision of the Chairman shall be made in writing and in duplicate and delivered upon the employee at his place of work or through registered post. The employee should sign a duplicate of the decision as acknowledgement of receipt. When the employee refuse to acknowledge receipt of the decision, another person preferably from Human Resource Department or other management representative may sign as having witnessed the delivery of the decision upon the employee.
- 12.8.13 In the event, the employee feels that the presiding Chairman may be biased, the employee or his/her representative may request that the Chairman recuse himself/herself. Where this occurs the Chairman shall consider the merits of the basis of the request or application for his recusal and in consultation with the Human Resources Department make a final decision on the issue. Where the Chairman is of the view that there is a basis for his recusal he shall inform the Human Resources Department which shall in consultation with management select an alternative Chairman.
- 12.8.14 In applying discipline, the Chairman must bear the following principles in mind:
- 12.8.14.1 *Preserving interests of the organization and;*
 - 12.8.14.2 Protecting the rights of employees

12.9 LEAVE

Any employee of the Council who attends a hearing after being invited as a witness, shall be paid his ordinary rate of pay and such allowances as he or she normally receives under the Council's regulation during the period of his or her absence from duty.

12.10 APPEAL

- 12.10.1 An employee may appeal a formal disciplinary action, which has been issued against him or her. He or she may do so within 14 (fourteen)-calendar days of receipt of that disciplinary action and on the following grounds only:
- 12.10.1.1 That he or she is not guilty in that in making his decision the Chairman erred on questions of facts and evidence used to support the decision; or
 - 12.10.1.2 That he/she is not guilty in that the decision made is wrong on questions of interpretation of any Council's Terms and Conditions, Procedures or the labour laws of Eswatini of Eswatini; or
 - 12.10.1.3 that the disciplinary action was too severe and that mitigating factors should be taken into account in a review of the disciplinary action taken; or
 - 12.10.1.4 That new evidence has been brought to bear on the case which could prove his innocence or provide mitigating circumstances, provided that the employee had not had ample opportunity to introduce his new evidence at an earlier stage of the hearing; or
 - 12.10.1.5 That there was a technical irregularity in the proceedings leading to disciplinary action or at a hearing and that this irregularity has caused miscarriage of justice.
- 12.10.2 An appeal must be lodged in writing to the next level of authority described in this Procedure in Annexure 1. The level of authority, which receives the appeal shall review the grounds of appeal and decide either to;
- 12.10.2.1 deny the appeal on grounds that it does not conform with paragraph 10.1 above; or
 - 12.10.2.2 refer the case back for rehearing at the level that took the disciplinary action:
 - 12.10.2.2.1 if it is satisfied that there was an irregularity in the proceedings and that this irregularity has caused a miscarriage of justice; or
 - 12.10.2.2.2 That new evidence is introduced which has a significant impact on the case: or
 - 12.10.2.3 Hear the appeal and either;
 - 12.10.2.3.1 Uphold the decision at the lower level; or

- 12.10.2.3.2 Make a new determination of the case and instruct the lower level accordingly;
or
- 12.10.2.3.3 Refer the case back for a new determination to be made at the lower level.
- 12.10.3 When an appeal has been lodged, the level which has authority to hear the appeal shall cause that a written notice of the appeal is served upon the employee and upon the lower level of authority which had taken the disciplinary action informing them of the time and place of the appeal hearing.
- 12.10.4 The appeal hearing shall not take place earlier than three days after notice in writing of such appeal hearing has been served upon the employee.
- 12.10.5 The chairman will allow that the following persons who may attend;
 - 12.10.5.1 The employee making the appeal;
 - 12.10.5.2 The employee representatives who shall be the employees of **ENCAC**;
 - 12.10.5.3 The Chairman of the disciplinary hearing or level of management having taken disciplinary action as the case maybe.
 - 12.10.5.4 A representative from the Human Resources Department
 - 12.10.5.5 An interpreter if necessary.
- 12.10.6 At the discretion of the chairman, failure of any of the above persons to attend the hearing will not invalidate the proceedings except that the Chairman upon receipt of a written notification from any of the above persons that he or she is unable to attend for valid reasons or because of the necessities of service may decide to adjourn the meeting to a subsequent time.
- 12.10.7 The chairman of the appeal hearing will :
 - 12.10.7.1 Introduce the proceedings;
 - 12.10.7.2 Ensure that the proceedings are noted down comprehensively;
 - 12.10.7.3 Require the employee or his or her representative to present his or her arguments in support of his grounds of appeal;
 - 12.10.7.4 Require the chairman of the disciplinary hearing to introduce arguments in support of his/her decision;
 - 12.10.7.5 Allow final statements from the employee or his or her representatives;
 - 12.10.7.6 Close the proceedings indicating that a decision will be communicated promptly to the employee normally within a 14 days period.
- 12.10.8 Except with regard to the Grievance Procedure in force at **ENCAC**, the decision of the chairman of the appeal hearing shall be final and binding upon the employee. His or her decision shall be communicated in writing and in duplicate to the employee either by hand delivery, receipt of which shall be acknowledged by the employee

with his signature on one duplicated or through registered post. The representative for management may sign as having witnessed the delivery of the decision upon the employee.

- 12.10.9 A decision to dismiss an employee who has 15 (fifteen) or more years of service for the Council may be appealed from the Chief Executive Officer to the Chairman of the Board of Directors of the Council.

12.11 TERMINAL BENEFIT

- 12.11.1 11.1 An employee shall not be entitled to severance allowance if his/her contract of employment is terminated in line with this procedure.
- 12.11.2 An employee who is summarily dismissed for any incident involving gross misconduct will not be entitled to notice pay.

12.12 SCHEDULE OF MISCONDUCTS

- 12.12.1 A large variety of incidents which require disciplinary action may occur and therefore no accurate description of all possible types of misconduct is possible.
- 12.12.2 Nevertheless there are two classes of misconduct, namely personal misconduct and work performance-related misconduct. In terms of progressive penalties, the severity of disciplinary action may increase within either class of misconduct without each successive misconduct in identical or having to fall on the same place on the greed and in that class.
- 12.12.3 In order to cater for the principle of consistency, the normal disciplinary action for the listed types of misconduct is also indicated. This cannot however replace sound judgement and is therefore not absolute. Depending on the circumstances of a case, misconduct may warrant a more or less severe penalty than the one laid down. Management reserves the rights to judge each case on its merits and to act as deemed appropriate. Reasons for deviation from the codes will always be noted on the Disciplinary Hearing Forms.
- 12.12.3.1 Written warnings are valid for a period stipulated in clause 2.07(c) and may only be removed from the employees' personal file if he/she has not committed the same misconduct.
- 12.12.3.2 It is re-emphasized that the following schedules of personal misconduct and work performance-related misconduct serves as a guide and may not, therefore, be inclusive of all types of misconducts.

12.13 WORK PERFORMANCE MISCONDUCT.

12.13.1 RECKLESSNES

Failure to exercise proper care and regard to the manner of discharging duty to the extent that tasks are repeated or equipment or persons are at risk of damage or inquiry.

12.13.2 POOR WORK PERFORMANCE OR INCOMPETENCE

Work in-efficiency or failure to carry out work or instructions to the required standard without reasonable cause.

12.13.3 LOAFING

Procrastination or passing time idly or failing without reasonable cause to complete set task.

12.13.4 CARELESSNESS

Performance of a task or duty to a customer without the exercise of due care and attention.

12.13.5 CONCEALMENT

Any act which is intended to conceal defective work.

12.13.6 ABSENTEEISM

Absenteeism in this context means absence from work without permission or without a medical certificate from a registered medical practitioner, permission may be obtained before or after the absence from work.

12.13.7 DESERTION

Means absence from work without permission for a period exceeding six consecutive working days (this misconduct warrants first and final warning or dismissal as per section 36 (f) of the employment act.

12.13.8 POOR TIME KEEPING RELATED MISCONDUCT

12.13.8.1 Reporting late for work;

12.13.8.2 Leaving work early;

12.13.8.3 Extended or unauthorised breaks during working hours;

12.13.8.4 False statements of reporting time or reporting to be on duty while actually not on duty.

12.13.9 SLEEPING ON DUTY

Any employee who, being found asleep on duty whether or not such action constitutes a hazard to the safety and health of the employee or other employees.

12.13.10 ALL THE ABOVE WORK PERFORMANCE MISCONDUCT (SECTION 11.1) ARE SUBJECT TO THE FOLLOWING DISCIPLINARY PROCEDURAL ACTIONS;

12.13.10.1 Verbal warning;

12.13.10.2 First written warning;

12.13.10.3 Second written warning;

12.13.10.4 Final written warning;

12.13.10.5 Dismissal sanction.

12.13.11 INSUBORDINATION, DISOBEDIENCE AND RELATED MISCONDUCTIONS

12.13.11.1 Deliberate refusal to obey a lawful instruction – gross insubordination;

12.13.11.2 Failure to obey a lawful instruction given by a person in authority;

12.13.11.3 Intentional non-compliance with established procedures/ standing instruction;

12.13.11.4 Refusing to work overtime or to be on standby when required to do so in terms of any existing agreement or practice;

12.13.11.5 Not being on standby after having been required to do so in terms of any existing agreement or practice.

12.13.11.6 Insubordinate words and/or behaviour towards management or any employee or customer;

12.13.11.7 Procrastination and delaying tactics for the purpose of undermining disciplinary or grievance hearing;

12.13.11.8 Failure to attend disciplinary or grievance hearing without proper justification.

12.13.12 SAFETY

12.13.12.1 Disregards of safety rules or otherwise working in an unsafe manner;

12.13.12.2 Failure to wear or use protective clothing or equipment which has been duly issued by the Council to the employee;

12.13.12.3 Driving any **ENCAC** vehicle without due care and attention;

12.13.12.4 Endangering himself or herself or another person (including reckless or dangerous driving);

12.13.12.5 Smoking in a non-smoking area;

12.13.12.6 Dangerous horseplay.

12.13.13 ALCOHOL AND OTHER DRUG OFFENCES

12.13.13.1 Being under the influence of alcohol or drug whilst on duty or standby;

12.13.13.2 Being in possession of drugs whilst on duty or standby, other than drugs prescribed by a requested medical practitioner;

12.13.13.3 Driving any **ENCAC** vehicle under the influence of alcohol or drugs;

12.13.13.4 Proven beyond reasonable doubt this misconduct may lead to instant dismissal), or the guilty employee may be given at least a final written warning if he is a first offender.

12.14 PROPERTY

- 12.14.1 Default or careless loss of **ENCAC** property or any act whereby an employee through carelessness loses the Council's property or is unable to account for it satisfactorily.
- 12.14.2 Careless damage to **ENCAC** property; any act whereby an employee through carelessness causes or allows **ENCAC** property in his charge to become damaged.
- 12.14.3 Misuse of **ENCAC** property; Using **ENCAC** property for a purpose other than that which it was intended for.
- 12.14.4 Unsanctioned use of any **ENCAC** vehicle.

12.15 NEGLENT LOSS DAMAGE OR MISUSE OF ENCAC PROPERTY

- 12.15.1 Wilful loss - Any negligent act whereby an employee knowingly or deliberately losses or causes **ENCAC** property to be lost.
- 12.15.2 Wilful damage and negligent act whereby an employee knowingly or deliberately damages or causes **ENCAC** property to be damaged.
- 12.15.3 Wilful misuse - Any negligent act whereby an employee knowingly or deliberately misuses authority's property or including any act resulting in potential danger to **ENCAC** employees or the public or damage to the Council's property.
- 12.15.4 Due to the seriousness of the misconduct an appropriate sanction may be imposed.

12.16 THEFT

- 12.16.1 Theft or attempted theft of property belonging to the Council and or to the Council's employee(s) if proven guilty may warrant a summary dismissal.
- 12.16.2 The theft of the Council's property or that belonging to employees of the property may also be reported to the police for criminal investigations. This will not prevent the Council from doing its own internal investigations and arriving at the appropriate sanction.

12.17 MISCONDUCT RELATING TO DISHONESTY AND DISORDERLY CONDUCT

12.17.1 BRIBERY OR CORRUPTION

Giving, receiving or attempting to give or receive any bribe or including or attempting to induce any person to perform any corrupt or illegal act.

12.17.2 FALSE STATEMENTS

Knowingly giving untrue erroneous or misleading information or testimony whether verbal or in writing.

12.17.3 FORGERY

Falsifying or changing any document with fraudulent intent or attempting to do so.

12.17.4 MISAPPROPRIATION

Willingly applying or attempting to apply to a wrong use for any unauthorised purpose or for personal gain any funds, assets or property belonging to **ENCAC**.

The above four misconducts may also be reported to the police for criminal investigations.

12.17.5 BREACH OF CONFIDENCE

12.17.5.1 Revealing any confidential information on the Council's affairs to any unauthorised person.

12.17.5.2 Caring or concealing offensive weapon at the workplace.

12.17.5.3 Selling goods, servings or products of whatever nature without authorisation.

12.17.5.4 Gambling and or promoting of gambling without prior management authorisation.

12.17.6 RIOTOUS BEHAVIOUR

Being in concert with one or more persons engaging in or inciting another person to indulge in disorderly behaviour or damage to **ENCAC** property.

12.17.7 INTIMIDATION

Any act by an employee whether by himself or herself or in concert with another person which intimidates any employee for the purpose of compelling him or her to take any illegal action generally or any action in breach of Council's regulations.

12.18 MISCONDUCT AGAINST PEOPLE AND CUSTOMERS

12.18.1 Assaults or attempted assault with intent to cause grievous bodily harm.

12.18.2 Fighting- Physical aggression on another person regardless of who intended to fight.

12.18.3 Threatening violence; any words or gestures, which can be construed by any person as amounting to a threat or physical aggression.

12.18.4 Abusive language (during and after working hours); Voicing or publishing any writing which expresses or shows ridicule, hatred or contempt for the Council and for any persons or group of persons connected with it.

12.18.5 Abusive language to a customer: Any verbal aggression or insulting behaviour towards a customer of **ENCAC**.

12.18.6 Injuria; any conduct intended to invade the privacy of any employee of **ENCAC** in management or customers.

12.19 GENERAL MISCONDUCT

Any misconduct, which entails for the Council similar detrimental consequences to those, set

out in the Schedule of Misconduct and which is serious enough to bring about a dismissal.

12.20 PROOF OF DRUNKENNESS

- 12.20.1 In the case of suspected drunkenness:
- 12.20.2 a positive lcometer or breathalyser reading conducted internally by a trained officer shall be regarded as sufficient evidence leading to proof of drunkenness.
- 12.20.3 the actual result of the test shall be recorded in writing and be duly endorsed by the employee concerned in the presence of at least two witnesses.
- 12.20.4 Where the alleged offender has refused to take a breath test, the employee should be alerted on the possibility that a refusal in addition to observable indications of intoxication, could lead to an inference being drawn that the employee is drunk and will constitute insubordination.
- 12.20.5 Statements from witnesses should be taken down to corroborate any evidence of drunkenness.
- 12.20.6 Disciplinary action may be taken having regard to the seriousness of the misconduct and its consequences to the Council.

TYPE OF MISCONDUCT	FIRST OFFENCE	SECOND OR THIRD OFFENCE	THIRD OR FOURTH OFFENCE
1. Regular lateness at work.	Verbal Warning	Written Warning	Dismissal
2. Unauthorized absence from work.	Verbal Warning	Written Warning	Dismissal
3. Incompetence or negligent work.	Verbal Warning	Written Warning	Dismissal
4. Failure to follow instructions, standing orders or procedures.	Verbal Warning	Written Warning	Dismissal
5. Being in possession of or under the influence of alcohol or drugs.	Written Warning	Dismissal	
6. Refusal to obey instructions from a superior (insubordination).	Verbal Warning	Written Warning	Dismissal
7. Discourtesy to a member of the public of superior status.	Verbal Warning	Written Warning	Dismissal
8. Theft of property belonging to the Council, its employees, or customers.	Summary Dismissal		
9. Violent assault whilst on duty.	Summary Dismissal		
10. Sleeping on the job.	Written Warning	Dismissal	
11. Committed to Prison.	Summary Dismissal		

TYPE OF MISCONDUCT	FIRST OFFENCE	SECOND OR THIRD OFFENCE	THIRD OR FOURTH OFFENCE
12. Malicious damage to the Council's property	Summary Dismissal		
13. Forgery, bribery and corruption.	Summary Dismissal		
14. The growing of harmful drugs, e.g. dagga.	Summary Dismissal		
15. Misuse of Council's property, including vehicles	Written Warning	Dismissal	
16. Failure to adopt safety measures	Written Warning	Dismissal	
17. Littering	Verbal Warning	Written Warning	Dismissal
18. Recklessness in discharge of one's work	Written Warning	Dismissal	
19. Incompetence – inefficiency at work and failure to assist others to carry out work to required standards	Verbal Warning	Written Warning	Dismissal
20. Loafing on duty	Written Warning	Dismissal	
21. Carelessness in the performance of duties	Written Warning	Dismissal	
22. Concealment of defective work	Written Warning	Dismissal	
23. Negligent loss of the Council's property or assets	Written Warning	Dismissal	
24. Intimidation	Written Warning	Dismissal	
25. Improper disclosure of privileged ENCAC information	Verbal Warning	Written Warning	Dismissal

LEVELS OF DELEGATED AUTHORITY

ALL DEPARTMENTS	
DISCIPLINARY ACTION	AUTHORITY
1. Verbal Warning	All supervisors up to the Chief Executive Officer
2. Written Warning	All supervisors/officers on grades JT1 to ED 5
3. Dismissal	All Heads of Departments after consultation with the Chief Executive Officer
4. Appeal from Dismissal	Chief Executive Officer

NB Disciplinary action involving the Chief Executive Officer and Heads of Department should follow these procedures but read in conjunction with the relevant procedures in the Eswatini National Council of Arts and Culture Policy and the Public Enterprises Act.

ANNEXURE 1 DISCIPLINARY REPORT

Date of Hearing

Nature of Hearing (1st Appeal, etc)

Chairman

Designation.....

Employee.....

Job Title

Nature of misconduct (specify)

.....

.....

Evidence in support of charge (original documents, certified copies, affidavit, witnesses statements, etc), which is attached to this report:

.....

.....

.....

Employee's plea and evidence in support of his plea and which is attached to this report:

.....

.....

.....

Chairman's comments referring to the circumstances of this case:

.....

.....

.....

Course of action taken (type of formal disciplinary action, if any):

.....

.....

.....

.....

Chairman's Signature

.....

Date

.....

Employee's Signature

.....

Date

By my signature and date hereunder I wish to appeal this disciplinary action the grounds that:

.....

.....

.....

.....

Employee's Signature

.....

Date

ANNEXURE II DISCIPLINARY FORM

FORMAL WRITTEN WARNING:

Name of Employee:

ID No.

Is this warning issued pursuant to a disciplinary hearing? If yes, date and place of hearing:

.....

.....

State clearly the nature of the misconduct with reference to the Disciplinary Procedure, as well as the date and time on which the misconduct took place:

.....

.....

State clearly the kind of conduct and/or performance which is expected of the employee as an attempt to improve his behaviour and the deadline, if any, for the corrective action:

.....

.....

State clearly what will be management's action for failure on the part of the employee to adopt correct behaviour or for a repeated misconduct?

.....

.....

DECLARATION OF THE OFFICER ADMINISTERING THE WARNING:

I certify that I have served a copy of this warning upon the employee and advised him that this warning will be recorded on his file. I also advised him that this warning will remain on his file for 12 months.

.....

(Signature)

.....

(Job Title)

.....

(Date)

DECLARATION OF EMPLOYEE:

I hereby acknowledge receipt of this warning:

.....
(Signature)

.....
(Date)

DECLARATION OF WITNESSES:

I/We hereby certify that this warning has been served upon the employee:

Manager or his representative _____
(Signature)

(Date)

Interpreter (if any): _____
(Signature)

(Date)

Employee Representative/Recognised bargaining entity (if any)

(Signature)

(Date)

ANNEXURE III STATEMENT FORM

Statement given by: ID No:.....

Designation:..... Dept.

Statement recorded by: ID No:.....

Date recorded:..... Venue:.....

Interpreter (if any) ID No:

Designation:..... Dept.:

I, _____ being of sound mind, do hereby make the following statement which I make of my own free will and which I honestly and firmly believe to be true:

Details

.....

.....

.....

.....

.....

Signature

.....

Date

Witnessed the above statement having been made before me,

.....

Witness

.....

Date

.....

Witness

.....

Date

ANNEXURE IV AFFIDAVIT

Statement given by:..... ID No:.....

Designation:..... Dept.:

Statement recorded by: ID No:.....

Date recorded:..... Venue:

Interpreter (if any)..... ID No:.....

Designation:..... Dept.:

I, _____ being of sound mind, do hereby make the following statement which I make of my own free will and which I honestly and firmly believe to be true:

Details

.....

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.....

Signed and sworn to at _____ on the _____ day of _____ 20

Before me,

COMMISSIONER OF OATHS

ANNEXURE V NOTICE OF DISCIPLINARY HEARING

(In duplicate)

TO: FROM:

DEPT: DESIGNATION:

NATURE OF ALLEGED MISCONDUCT (specify):

.....
.....
.....
.....

DATE OF HEARING: TIME:

VENUE:

NOTE:

1. In terms of the **ENCAC's** Disciplinary Code and Procedure you are entitled to bring an employee representative/recognised bargaining entity to assist you in conducting your case. Further, you may bring such witnesses, documents and exhibits as you may find necessary.
2. Please sign the acknowledgement of this notice below and return the original to me.

SIGNED: DATE:

ACKNOWLEDGEMENT OF NOTIFICATION

I, _____ confirm receipt of the above notice.

SIGNED: _____ on this _____ day of _____ 20 _____.

ANNEXURE VIAPPEAL FROM DISCIPLINARY ACTION (IN DUPLICATE)

(Print clearly)

A. TO BE COMPLETED BY THE EMPLOYEE

1. Name of employee.....
2. Employee number.....
3. Job Title
4. Department
5. Level at which this appeal is submitted
6. Nature and date of disciplinary action taken and which is the subject of this appeal (please attach a copy of any formal disciplinary action taken)
.....
.....
7. On which ground is this appeal submitted?
.....
.....
8. Signature of employee
- Date

9. Signature of employee representative/recognised bargaining entity (if any)

B. TO BE COMPLETED BY THE APPROPRIATE LEVEL OF AUTHORITY

10. Date and time of appeal hearing.....
11. Where will the hearing take place?
12. Name and title of lower level authority which took the disciplinary action
.....
13. A duplicate of this notice has been given to the employee
YesNo

14. Signature of the appropriate level of authority
15. Date
16. Signature of the employee acknowledging receipt
17. Date

N.B.A copy of this appeal form will be sent to the Office of the Chief Executive Officer.

ANNEXURE VII ESWATINI NATIONAL COUNCIL OF ARTS AND CULTURE DISCIPLINARY FORM

FORMAL WRITTEN WARNING.....

(Indicate first, severe or final written warning)

Name of employee PF No.....

Job title Department

Is this warning issued pursuant to a disciplinary hearing. If yes give date and place of the hearing

.....

.....

State clearly the nature of the misconduct with reference to the disciplinary code procedure as well as the date and time on which the misconduct took place.

.....

.....

State clearly the kind of conduct and/or performance which is expected of the employee as an attempt to improve his/her behaviour and the deadline of any, corrective action.....

.....

.....

State clearly what will be management's action for failure on the part of the employee to adopt corrective behaviour or for a repeated misconduct?

.....

.....

ANNEXURE VIII ESWATINI NATIONAL COUNCIL OF ARTS AND CULTURE DISCIPLINARY REPORT

Date of Hearing..... Nature of hearing (1st appeal, etc) (if any)

.....

Chairman..... Designation

Employee..... PFNO

Job Title

Nature of misconduct (specify)

.....

.....

.....

Employee's plea and evidence in support of his/her plea and which is attached to this report

.....

.....

.....

Chairman's comments referring to the circumstance of the case

.....

.....

.....

Course of action taken (type of formal disciplinary action if any)

.....

.....

.....

.....
(Chairman's Signature)

.....
(Date)

ANNEXURE IX ESWATINI NATIONAL COUNCIL OF ARTS AND CULTURE APPEAL FROM DISCIPLINARY

ACTION FORM (in duplicate)

TO BE COMPLETED BY THE EMPLOYEE

1. Name of employee
2. Employee Number
3. Job Title
4. Department.....
5. Level at which this appeal is submitted
6. Nature and date of disciplinary action taken and which is the subject of this appeal (please attach a copy of any formal disciplinary action taken
.....
.....
7. On which grounds is this appeal submitted?
.....
.....
.....
8. Signature of Employee Date
9. Signature of employee representative (if any)

B TO BE COMPLETED BY THE APPROPRIATE LEVEL OF AUTHORITY

10. Date and time of appeal hearing.....
11. Where will the hearing take place.....
12. Name and title of our authority, which/who took disciplinary action.
13. A duplicate of this notice has been given to the employee
14. Signature of this notice level authority, which took the disciplinary action
Signature.....Date.....
15. Signature of the employee acknowledge receipt.....
Date.....

NB. A copy of this appeal form should be with the Human Resource Department. (Personnel)

ANNEXURE X ESWATINI NATIONAL COUNCIL OF ARTS AND CULTURE

Notice of Disciplinary Hearing (in duplicate)

To..... From.....

Department..... Designation

Nature of alleged misconduct (specify)

.....

.....

.....

Date of Hearing Time

Venue

Note

(1) In terms of the Authority's Disciplinary Code and Procedure, you are entitled to bring a employee representative of your choice to assist you in conducting your case, further you may bring such witness documents and exhibits as you may find necessary.

(2) Please sign the acknowledge of this notice below and return the original to me

.....

Signed

.....

Date

ACKNOWLEDGEMENT OF NOTIFICATION

I..... Confirm receipt of the above notice

Signed..... On this Day of..... 20.....

ANNEXURE XI ESWATINI NATIONAL COUNCIL OF ARTS AND CULTURE AFFIDAVIT

Statement given by..... PFNo.....

Designation..... Department.....

Statement recorded by PFNo.....

Date recorded..... Venue.....

Interpreter (if any) PFNo.....

Designation..... Department.....

I being of sound mind do hereby make the following statement which I make of my own free will and which I honestly and firmly believe to be true

Details.....

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Signed and sworn to at on the.....

Day of..... 20.....

Before me

COMMISSIONER OF OATHS.

ANNEXURE XII ESWATINI NATIONAL COUNCIL OF ARTS AND CULTURE STATEMENTS FORM

Statement given by..... PFNo.....

Designation..... Department.....

Statement recorded by PFNo.....

Date recorded..... Venue.....

Interpreter (if any PFNo.....

Designation..... Department.....

I Being of sound mind do hereby honestly and firmly believe to be true

Details

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Signed..... Date.....

Witnessed the above statement having been made before me

.....
.....
.....

.....
Witness

.....
Date

The committees responsible for Finance and Human Resource shall make recommendations for amendment of this policy to the Board. The board may amend these policies as and when a need arises, subject to ratification by the council

Adoption by the board: MARCH 2024

Chief executive officer:

Board chairman: