

HUMAN RESOURCES

Staff planning

1. The CEO, Director of Finance and Corporate Services (DFC), and the Human Resources and Assets Manager (HRA) with the authorisation of the EC, shall be responsible for assessing the human resources required to perform each department's functions in terms of number of staff, skills and job levels; as well as planning within available budgeted funds for the recruitment, retention, training and deployment of staff.

Recruitment

2. GL is an equal opportunities employer and shall comply with the Employment Equity Act and Labour Relations Act in its recruitment and selection of staff. It is committed to fair recruitment and selection practice on grounds of: race, gender, sex, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, political opinion, culture, language and birth.
3. No discriminatory questions will be contained in any documentation relating to the recruitment, selection and appointment of new staff.
4. Existing staff will be encouraged to apply for any vacancies or new positions to provide them with advancement opportunities.

Contents of job adverts

5. The Job Description & Specification must be accurately reflected in the advert.
6. The advert shall contain a clause to say that only shortlisted candidates will be contacted.
7. The standard GL logo must appear on all display advertisements as well as a statement of the GL commitment to employment equity.
8. No form of unfair discrimination shall be evident in the wording of advertisements. Examples include:
 - Family responsibility e.g. no small children who could interfere with an employee's work.
 - Marital status e.g. must or must not be married, single, divorced, etc.
 - Reference to age e.g. must be between 25 and 45.
 - Free of chronic disease or disability e.g. diabetes, HIV positive, AIDS.

Family of existing staff or Board Members

9. In accordance with the current employment legislation, family of staff and board members cannot be prevented from applying for positions within GL. However, standard recruitment and selection processes as outlined in this document shall, without exception, be applied to such candidates.
10. Family members shall not be employed in any position in which such an appointment could result in a conflict of interest.

Selection

11. Selection panels shall be constituted by the CEO who shall seek to ensure that these are balanced in terms of race and gender. For senior positions they shall include at least one external panellist.
12. The selection criteria shall conform to the specifications of the job, bearing in mind affirmative action provisions.
13. CV's of candidates shall be pre-screened in the first instance against compliance with the requirements outlined in the job specification. A summary table of short-listed applicants is drawn up by the HRA.
14. Out of town candidates shall undergo a preliminary phone interview and written exercise where applicable to confirm their suitability and willingness to relocate before being invited to attend the interview. GL shall pay for the travel costs for candidates who live outside Gauteng who are selected for a final interview.
15. The HRA shall ensure that CV's for all candidates to be interviewed are distributed in advance to the panellists.
16. The HRA shall draw up a scoring sheet based on the job description for each panellist.
17. The interviewees shall be required to undergo a written test and or provide samples of their work where appropriate, to be included in the final score.
18. Scores of panellists shall be averaged at the end of the interviews, after which panellists shall discuss their qualitative assessments of the candidates. **(Form HR01: GL Interview form)**
19. Scores shall be used as a guide for selecting the candidate but need not be the only criteria.
20. The decision of the panel shall be by consensus. The panel may recommend a second round of interviews for finalist candidates, comprising different or additional panellists.
21. A reference check shall be made on the finalist candidate and be submitted to the finalist panel.
22. The HRA shall ensure that a full record and minutes of the entire selection process are kept.

23. The HRA shall ensure that all candidates are advised promptly, in writing, of the outcome of their applications and that such letters are filed with the candidates CV.

Head hunting

24. If suitable candidates are not found after one round of advertising and interviewing, the CEO and/or the Board may approach suitably qualified candidates who are known to them.

Letter of Offer

25. All successful candidates shall receive a short letter of offer (**See Form HR02: Letter of offer**).
26. Staff shall be required to submit a letter of acceptance before a full contract is prepared.
27. Unsuccessful candidates shall be notified within a week of the receipt of the acceptance letter from the successful candidate. (**Form HR03: Regret letter**)

Staff Contract

28. Staff appointments shall generally be for a three year period where a post has been created through the job evaluation process and approved by Exco, subject to funding being available for such a post. (**Form HR04: GL Staff contract**)
29. These Policies and Regulations shall form part of the conditions of service.

Documentation to be provided by staff on appointment

30. New staff shall be required to provide the HRA with the following:
- PAYE Personal Particulars (IRP2).
 - Copy of ID.
 - Copy of work permit in the case of foreign employees
 - Copy of driver's license (where applicable).
 - Certified copies of diploma and degree certificates.
 - Any other particulars that may be required for tax purposes.
 - Next of kin details. (**Form HR05: GL Staff essential information form**)

Probation

31. Staff members shall be placed on a three month probation (six months in the case of the CEO) during which period the staff member's performance will be reviewed according to the GL' Performance Management Policy and will be offered counselling and training to render satisfactory performance. Probation may be extended if the staff member shows promise but has not met the required standards in the first three months. The maximum time by which probation can be extended is three months in the case of managers and one month in the case of staff.
32. Upon the completion of the probation period, staff members shall be supplied with written confirmation of permanency or otherwise.

Salaries scales, benefits and increments

33. All staff shall be contracted against a GL salary band as approved by the Board in March 2010 and subject to review from time to time (see **Annex D**).
34. The monthly salaries shall be paid by the end of each month, and generally on the 25th of every month.
35. Staff may receive increments as a result of good performance (see notch increases under Performance Management System (PMS)); promotion to another band within the organisation as a result of a vacancy; or re-grading of an existing post as a result of the content of that post evolving to include higher level functions.
36. The Board may award across- the-board inflation rate increments on an annual basis after due consideration of inflation and the organisations financial position. These increments will generally be lower than the notch increments, such that those who perform well will be rewarded more fully than those who simply get inflation-related increments.
37. GL salaries are on a cost-to-company basis. Staff may opt for medical aid and retirement annuity schemes according to their wishes and needs. Evidence of these must be provided to the HRA for tax purposes.

Relocation

38. Staff who relocate to take up a GL post are entitled to a once off payment equivalent to one month's salary.
39. Should staff resign before completion of their term of service the relocation cost shall be paid back on a pro rata basis, except in exceptional circumstances as determined by the CEO. For example, if the contract is for a year and the staff member serves for six months, fifty percent of the relocation cost shall be paid back. This clause does not apply in a case where a staff member has relocated but fails to pass probation.

Work visas

40. It is the responsibility of all staff from outside the country in which GL has an office to which they have been assigned to obtain work visas. GL shall however assist by providing the necessary documentation and information.
41. Prospective staff are required to obtain work permits before they take up employment.
42. Staff who obtain work permits on a GL job offer are expected (except in exceptional circumstances) to serve the term of their contract for which a visa has been granted. GL shall only support work permit applications where it is satisfied that that the staff member is likely to honour this commitment.
43. A staff member employed in South Africa on a GL work visa is not entitled to work anywhere else in South Africa while on a GL visa, if the staff member leaves GL employ.

Leave

44. Staff shall be entitled to 21 working days leave per year that is accumulated at the rate of 1.75 days per month.
45. Staff shall only take leave that has been accumulated except where a special exemption is given by the CEO. Managers shall not grant leave that is not due.
46. Staff may take unpaid leave in certain circumstances approved by the CEO, such as study opted for by the staff member.
47. Leave can only be accumulated for a maximum of two years. GL shall not make payments in lieu of leave except for that accumulated within the two year cycle upon resignation.
48. Leave accumulated as time in lieu shall not be paid out should a staff member resign from GL. Instead, leave shall be granted for such days except in exceptional circumstances as determined by the CEO.
49. In order to apply for leave, a leave form (**Form HR06: GL Leave Application form**) has to be completed. This form must be accompanied by evidence of leave owing at the time that leave is being applied for.

50. Two weeks notice shall be given prior to taking leave and there must be clear hand over to ensure smooth running of the staff member's functions while the staff member is on leave. Staff members are required to complete their outstanding commitments as agreed by the supervisor before taking leave. Staff shall ensure that their area of work is covered while they are away. It is the staff member's responsibility to redirect their emails to the officer responsible for their work in their absence to ensure that there are no lapses in communication. All keys for important cupboards like the finance and equipment cupboards must be handed over to the supervisor before the staff member goes on leave. The two weeks notice period may be waived in an emergency but this must be communicated and agreed with the supervisor/head of department.
51. The timing of leave must be mutually agreed. If leave dates applied for coincides with important work priorities, it may be declined for the period requested.
52. Staff shall obtain the leave entitlement record from HR and attach to the leave application form before obtaining approval from their immediate supervisor/head of department. After approval all leave must be submitted to the HRA on Wednesdays who shall present all leave applications to the CEO for final authorisation on Fridays. It is the responsibility of staff to make sure that their immediate managers have approved and the CEO has authorised their leave. Any leave without the CEO's approval will be regarded as unauthorized.
53. The CEO reserves the right to query or decline leave if in his/her assessment it is not due or appropriate at that time.
54. Staff with dual reporting lines shall ensure that their leave applications are approved by both their managers.
55. The HRA will inform all staff of the outcome of their leave applications every Monday morning. No staff shall take leave until they have been informed by the HRA that their leave has been authorised.
56. Staff are required to provide a reliable working contact number while on leave in case of emergencies and this contact number shall be tested with the supervisor before leave is taken.
57. The CEO and the DP shall not, except in exceptional circumstances, take leave at the same time.
58. Ordinary leave may be taken in conjunction with the maternity/paternity leave, if agreed by the supervisor / Head of Programme.
59. Leave may not be taken during the last month of work in event of resignation or dismissal, unless otherwise determined by the CEO.

Sick leave

60. Staff shall be entitled to 10 days paid sick leave per annum. This can be accumulated in advance for up to three years but may be deducted from final payments in the

event the staff member leaves before completion of the period for which forward leave has been taken.

61. Should a staff member be ill for more than ten days this shall be taken as unpaid leave unless in his or her discretion the CEO decides otherwise.
62. If a staff member is away from work for four hours or more for medical reasons, they should apply for sick leave to be taken against the ten days paid sick leave per annum.
63. Staff who are absent from work for more than three days on sick leave shall be required to produce a medical certificate from a medical practitioner. The CEO may however, require staff to produce a medical certificate during any time that a staff member is away on sick leave.

Special leave

64. Staff shall be entitled to three days paid compassionate leave in the event of the death of a parent/guardian, child, spouse or partner, sibling or grandparent.
65. The CEO may grant special paid leave to staff in exceptional circumstances at his or her discretion.
66. Special leave may not be accrued to the next annual leave cycle.

Parental leave

67. Staff are entitled to four months maternity leave. The first three months shall be payable as stipulated in clauses 82 to 84 below and the fourth month, if taken shall be unpaid.
68. South African staff (who pay dues to the Unemployment Insurance Fund or UIF) are entitled to claim UIF for maternity leave in accordance with the Basic Conditions of Employment Act.
69. Where UIF does not cover the full salary, GL will pay the balance to a maximum of the staff member's salary for three months provided the staff member has served GL for one year; except in exceptional circumstances as determined by the CEO.
70. Non South African staff (who do not pay UIF) are entitled to three months paid maternity leave provided the staff member has served GL for one year; except in exceptional circumstances as determined by the CEO. This includes the adoption of a child less than one year.
71. GL shall provide one month paid paternity leave if the staff member has served GL for one year; except in exceptional circumstances; as determined by the CEO.
72. Staff wishing to go on parental leave must provide three months notice to the CEO.
73. A staff member who is breast feeding shall be allowed breaks of thirty minutes twice per day for the first six months of the child's life.

Office hours and flexitime

74. Office hours are from 08h00 until 16h30 or 08h30 until 17h00 with a half an hour lunch between 12h30 and 14h00. There shall be flexibility within these hours for as long as each staff members works a minimum of eight hours.
75. Flexi-time and or work from home shall be agreed with the CEO or Supervisor with the appropriate motivation and against agreed deliverables. Staffs who exercise this option must have good Internet and phone access and should be accessible while they are on duty but not at the office. They will also be expected to bear the cost of telecommunication access away from the office unless using the office 3G. Staffs who are on flexitime arrangements shall inform the receptionist, relevant peers and or subordinates of their whereabouts and contact information.
76. Reasonable time shall be made for staff to attend to personal business such as going to the bank or a child's school function during office hours. Except in the case of medical emergencies, the staff member's supervisor/HOD shall be given prior notice of such absences and the staff member shall carry his or her cell phone at all times and keep this on while away from the office during office hours.
77. Staff shall communicate with their immediate supervisors if they are going to be late for work before or at the time they are expected to be at work. They should also inform the front office so that their calls are directed appropriately.
78. Should an absence such as that described in paragraph 94 involve being away from the office for half a day or more permission shall be sought from the supervisor who may at his or her discretion insist that this time be taken as leave.

Overtime

79. Overtime shall be compensated at a rate of 1.3 times the normal hourly rate for weekdays, 1.5 times on Saturdays and twice the hourly rate for Sundays for staff eligible for overtime as determined by the Basic Conditions of Employment Act. This does not apply to interns and volunteers except in exceptional cases to be approved by the CEO.
80. All overtime worked must be verified by the responsible staff member before the supervisor approves and signs the overtime form. **(Form HR07: GL Overtime Form).**
81. All other staff are entitled to take time off at the rate of equal time off for equal work performed at weekends or on public holidays provided this is an officially sanctioned activity of GL. Time in lieu must be applied for and motivated using the appropriate form. **(Form HR08: GL Time in Lieu Application Form)**
82. Time in lieu does not apply for work-related travel except where such travel involves departing prior to 14.00 on a Sunday or returning later than 14.00 on a Saturday. When motivating for time in lieu based on travel, the staff member must show evidence of why he or she could not depart or return within the stipulated hours.

Staff Loans

83. Staff may apply for short term salary advances payable within 30days. Salary advances payable in instalments shall be accompanied by a motivation and shall be approved by the CEO and the DFC. **(Form HR09: GL Loan Request Form)**

Termination of service

84. A member of staff who wishes to terminate his/her service with GL is required to give at least one calendar month's written notice to the CEO or as otherwise determined by that staff member's contract.
85. A staff member's service may be terminated by the CEO on the basis of misconduct which is defined in the Disciplinary Code as set out in the Operational Guidelines, or of non-performance. In such cases, the CEO will ensure that legal requirements are met.
86. No final payment shall be made to staff members until their supervisor has checked and verified that all institutional resources generated by that staff member have been filed on the P Drive, and provided proof to the CEO thereof.
87. The CEO shall decide if outstanding leave should be taken during the notice period or paid with the final payment.

Renewal of contracts

88. GL shall advise staff two months prior to the termination of staff contracts whether or not these are to be renewed.
89. In instances where GL has proposed to renew a contract, staff shall give their response in writing one month prior to the termination of the contract.

Retrenchment

90. Retrenchment shall be handled in accordance with the relevant legislation.

Performance management (PA)

91. The primary purpose of the PA is to reward good performance and help correct poor performance and identify capacity building needs.
92. GL is committed to fostering a performance culture in its pursuit of high standards of service delivery and tangible results. We view ourselves as people-centred, placing strong emphasis on Human Resource Development through training, mentoring and coaching.
93. The CEO and line managers shall work with staff to draw up Performance Agreements (PA's) **(Form HR10: GL Performance Agreement form)** setting out objectives and standards for the job against which the individual shall be evaluated.
94. The PAs shall be weighted according to an agreed scale of the relative importance of each area of work, and of each indicator within that area of work.

95. The division of responsibilities between the CEO, DP, and respective managers is described in the matrix at **Annex E (Management responsibilities)**.
96. The PA of the CEO shall be drawn up by the Board.
97. The weighting of PAs for managers and programme staff shall include certain standard weights for planning, reporting, monitoring, evaluation, public profile, website and knowledge creation according to the matrix (**Annex F: PA weightings**).
98. Once agreement on the key performance areas has been reached, the staff member together with the supervisor shall sign the PA.
99. Performance Appraisals shall be conducted three times a year by the staff member's supervisor/HOD or if the staff member reports to the CEO by the CEO. All appraisals shall be approved by the CEO.
100. The Performance Appraisal of the CEO shall be conducted once a year at the annual board meeting.
101. Once a year, the performance appraisal shall draw on a 360 degree feedback system from peers, subordinates, and supervisors (or in the case of the CEO, the Board). **See Forms HR 11 for staff and HR12 for managers.**
102. Contributors assessments will assist the Supervisor/CEO/Board in making their assessments and shall be discussed during the evaluation, but will not be used in the scoring.
103. The process for the evaluation is that staff member shall evaluate their own performance independently, while their Supervisor/CEO/Board does the same. They will then jointly discuss the ratings awarded and debate them until agreement is reached, using the objective's standard as their measure of performance.
104. The **stretch indicator** comprises 5 points that are awarded over and above the 95 points for ones job. These consist of: 3 points for work that had not been factored into the staff members PA for the trimester (this must be explained and justified); and 2 points for contribution to team work.
105. Once agreement is reached by both parties, the staff member and their supervisor shall sign two copies of the evaluation form. All PA's are submitted to the CEO for final approval. The CEO reserves the right to query and veto any scores that have not been adequately motivated and verified.
106. One copy of the final PA is kept on the staff personnel file and the other copy is for the staff member. Copies of PA's are kept electronically on the R Drive.
107. In the event of agreement not being reached, the CEO (in the case of staff) and Board (in the case of the CEO) shall have the final say.
108. Should a staff member be dissatisfied with their Performance Appraisal ratings, they may follow the appeal process, in line with the established grievance procedure.

109. Reasons for appealing against the evaluation may include perception of: unfairness, bias/discrimination, severity.

Ongoing feedback

110. Performance Management shall be ongoing and not confined to evaluations. Appropriate coaching and mentoring shall be provided by the appropriate supervisor on an ongoing basis.

Performance linked remuneration

111. The performance agreement shall be linked to an annual bonus in which staff who score an average of 80% to 100% over the year receive a full bonus while those who score between 70% to 79% receive a half bonus. Staff who score an average of 69% and below shall not receive a bonus.
112. Staff that score between 85% to 100% or higher over the year period are eligible for a notch increase.
113. The CEO has the authority not to award a bonus and or notch increase where staff may have performed well in most areas but reneged in core areas of their responsibility, for example financial management of programmes; failure to produce periodical publications on the due date etc.

Promotions

114. The CEO may promote a staff member to a vacant position if such a position is sufficiently funded and if, through the PMS, it has been determined that such a staff member is eligible for promotion. A staff member may also motivate their promotion to a vacant post. Existing posts may also be re-graded if the job content changes.

Transfers

115. The CEO may from time to time make horizontal transfers of staff for one position or Department to another at the same level and with the same salary and benefits as operational requirements or personal development criteria dictate.
116. Transfers shall be made in the context of assessment of performance and job requirements as set out in the Performance Management System.

Capacity building

117. GL is committed to:
- Life-long learning, ensuring that all training is competency based and is accredited.
 - Well planned, cost effective training, in which staff are involved in identifying their own training needs.
 - Linking Performance Management, Training & Development, Recruitment & Selection and Staff movement.
 - Recognising that in addition to formal training and development, other important types of staff development exist such as: mentoring, coaching, on-the-job learning, job rotation and job enrichment.

118. The organisation shall undertake an annual training needs assessment and draw up a staff development plan. GL shall budget 1% of staff salary costs for staff development and ensure that it claims back from government moneys paid for SDL. Staff will be bonded for a period of time after the completion of a course, commensurate with the size of the investment made by GL, or be obliged to pay back the costs if they leave before the completion of the period. The terms shall be agreed in writing between GL and the staff member.
119. Staff who undertake training designated by GL as part of the PMS are entitled to do so during office time provided that there is agreement that the staff member shall serve the organisation for a stipulated period of time, consistent with the staff member's contract, subsequent to the completion of the study.
120. Additional study leave may be granted on the basis of ordinary leave.
121. All training and development opportunities afforded staff shall be subject to funding, time availability and organisational priorities.
122. Should staff wish to draw on their work to further their academic careers, for example to draw on GL research for their theses, this must be motivated to Exco through the CEO, and agreement reached on appropriate acknowledgement.

Principles of conduct

123. All staff members are required to follow the lawful directives given to him or her by the Board, the CEO, DP or a supervisor.
124. All staff members are required to actively promote the objectives and functions of GL.
125. No staff member is entitled to accept remuneration offered to him or her by virtue of his/her being a member of staff without the consent of the CEO.
126. In their public and internal dealings, staff members are required to be polite, efficient and to promote the good name of GL.

Grievance procedure

127. The purpose of the grievance procedure is, as far as possible, to resolve work-related conflicts through mediation.

Step 1- Supervisor/CEO

128. Any work-related concern should be raised with the immediate supervisor or with the CEO if the CEO is the immediate supervisor. If the grievance concerns the CEO it shall be raised with the EC.
129. The staff member should report the grievance verbally within 10 working days of its occurrence.
130. The EC/CEO/Supervisor must investigate the grievance and attempt to resolve it to the satisfaction of all parties. This should be done within one week and all involved parties should be advised of the outcome.

131. If the staff member is satisfied with the outcome of the investigation, this shall be appropriately recorded and no further actions shall be taken.
132. If the staff member is dissatisfied with the outcome of the investigation, of step 1, he/she may ask the CEO to review the finding, if the CEO is not the immediate supervisor or if the complaint does not involve the CEO.

Step 2 – Appeal to the Executive Committee

133. If the staff member is not satisfied with the outcome, he/she shall report the matter in writing to the EC.
134. The EC or a person to whom he/she may delegate this task shall thoroughly investigate the complaint within one week of receipt thereof and reach a decision that must be conveyed to all parties.
135. The EC may call any witness and additional evidence that he/she believes is relevant to the matter.
136. The EC must also consult with all parties and inform all parties of his/her decision within one month of receiving the grievance.
137. The decision of the EC shall be final and binding on both parties.

Disciplinary procedure

138. A staff member shall be guilty of misconduct if he/she:
 - Is negligent or lax in the performance of his/her duties
 - Does something or fails to do something which prejudices the administration, discipline or efficiency of GL
 - Is absent without leave or valid causes;
 - Does not materially comply with these operational regulations;
 - Publicly comments to the prejudice of GL.
 - Makes use of his/her position on the staff to advance interests that are partisan or otherwise undermine the principles for which GL stands.
 - Conducts him/herself in an improper manner while on duty;
 - Discloses information obtained while carrying out his/her duties in an improper manner without the permission of the CEO.
 - Uses sensitive and/ or confidential information obtained while carrying out his/her duties for any other purpose that of carrying out his/her duties;
 - Misappropriates or makes improper use of the property and/ or facilities of GL including the Internet.
 - Commits an offence involving dishonesty;
 - Commits a gender related offence, including sexual harassment, or acts in any way that is discriminatory of others as set out in paragraph 85.

Warnings: General

139. One of the primary aims of a disciplinary procedure is to give staff members an opportunity to correct misconduct, unless the misconduct is of a very serious nature, in which case, a staff member can be suspended with immediate effect.
140. All warnings should be given as soon as possible after the misconduct was brought to the attention of the supervisor.

Verbal warning

141. The warning shall be given to the staff member concerned by his/her immediate supervisor, or where the CEO is the supervisor by the CEO, or where the CEO is being warned by the EC.
142. The details of the warning will be recorded by the supervisor in the presence of the employee. (Details to include pointing out the nature of the misconduct to the staff member, what is expected of the staff member and consequences of the staff member failing to respond to the warning)
143. The staff member shall be given the opportunity to state his/her side of the case, and this should also be recorded.
144. The parties must agree on a date (not more than three weeks after the warning has been given) on which the staff member's conduct will be re-evaluated.
145. If both parties are satisfied that the issue has been satisfactorily resolved, no further action needs to be taken.

Written warning

146. A written warning is given where a verbal warning has failed to resolve the problem or when the nature of the misconduct is so serious that a verbal warning would not be adequate.
147. The staff member will be required to sign a copy of the written warning to indicate that he/she has received it and should be given a copy of the warning.
148. The written warning should contain details of the misconduct and what is expected of the staff member. The staff member shall be afforded an opportunity to respond. The response shall not necessarily negate the warning unless the CEO considers that the response warrants further investigation. Should the staff member disagree with the CEO's assessment the staff member may take the matter to the EC in terms of grievance procedures.
149. The written warning shall be placed in the staff members' personal file for a period of one year.

Final written warning

150. A final written warning may be given where the misconduct is of such a serious nature that a written warning would be inadequate or where the written warning has failed to resolve the problem.

151. The final written warning shall be given by the CEO, or if the CEO is involved, by the EC.
152. The staff member shall be required to sign a copy of the warning to indicate that he/she has received it. The staff member should be given a copy of the warning.
153. The CEO or EC must give the staff member/CEO the opportunity to state his/her case prior to the written warning being issued.
154. The staff member should also be given the opportunity to bring any witnesses and to be assisted by another member of staff.
155. The CEO/EC must also advise the staff member/ CEO that should it become necessary to take further disciplinary action against the staff member, following a final written warning; the staff member may be dismissed.
156. The final written warning must be placed in the staff member's personal file for a period of one year.

Disciplinary inquiry

157. In the case where the misconduct may warrant dismissal or where a final written warning has not resolved the problem, a disciplinary inquiry must be initiated by the CEO/EC or to any qualified person to whom he/she delegates that responsibility.
158. The CEO/EC may appoint a person to investigate the misconduct on behalf of GL.
159. The CEO/EC may at any time before or after a staff member has been charged with misconduct suspend that staff member in accordance with relevant legislation until the investigation is complete or until the disciplinary enquiry as been concluded.
160. The staff member shall be afforded an opportunity to explain why he/she should not be suspended, prior to such suspension.
161. The investigator may recommend to the CEO/EC that a disciplinary inquiry should take place if he/she believes that sufficient grounds for such an enquiry exist.
162. A member of staff shall be given reasonable advance notice of the date and place of inquiry. The notice shall be in writing, should clearly set out the nature of the alleged misconduct and shall advise the member of staff that he/she is entitled to be assisted at the inquiry.

Disciplinary hearing

163. The CEO/EC shall constitute a panel consisting of one or more persons to hear the inquiry. The panel shall be assisted by a person with legal training or mediation skills.
164. The investigator shall present to the panel his or her findings.

165. The member of staff/CEO or his/her representative, should then be given an opportunity to lead any evidence in support of his case, including the calling of any witnesses. The staff member is entitled to legal advice, but not legal representation, at his or her own cost.
166. The panel shall decide on a balance of probabilities whether the alleged misconduct was committed and must inform the member of staff as soon as possible of its decision.
167. The member of staff/ CEO, if found guilty, may present further evidence in mitigation.
168. The panel may, depending on the nature and severity of the misconduct and after consideration of all relevant information recommend to the CEO that he/she may caution or reprimand the member of staff or dismiss him or her from the employ of GL.
169. The inquiry must be recorded and the details thereof kept in the staff member's file for a period of one year after the inquiry.

Appeal

170. A member of staff who is not satisfied with the decision of the panel, may appeal in writing within five working days to the Board.
171. The Board may afford the complainant and the CEO/EC the opportunity to submit a verbal and/ or written complaint/response.
172. The Board shall make a finding based on a consideration of the record of the inquiry and any other relevant information.
173. The Board shall inform the staff member/CEO in writing of it's decision within ten working days.
174. The decision of the Board is final.

Confidentiality

175. All staff contracts and records shall be confidential kept in the HR office, except in instances where GL may legally be required to divulge these.

Other forms of human resource support

176. There are five potential additional forms of human resource support that may be accessed by GL:
 - **Volunteers:** Individuals from within or outside South Africa generally supported by a source outside GL. The cost to GL is management and office related costs. Family members of staff or Board Members who volunteer at GL shall not be paid a salary but may be paid an allowance consistent with the work undertaken.

- **Interns:** Students who work part time for GL under its internship programme. These are generally paid a small honorarium, consistent with university rates for interns in South Africa.
- **Technical Assistants:** Individuals seconded to GL as part of technical assistance agreements. The cost to GL is management and office related costs.
- **Consultants:** Persons to whom GL out sources work because GL lacks the particular expertise or capacity to perform the task. GL pays for these services at the agreed consultancy rates and manages the contract. The consultant may work from GL offices or from their own offices depending on circumstances and the agreement reached.
- **Partnerships:** Arrangements between GL and NGOs, academic institutions and/or other partners to jointly undertake a particular project in which the parties concerned have a mutual interest. Generally each partner will make a contribution, either financially or in kind to the project. These contributions will be specified from the outset.

177. **Criteria for selection of volunteer**

- GL human resource needs.
- The infrastructural burden being placed on GL, its sustainability and budgetary constraints.
- The supervision/ management required and the capacity of GL in this regard.
- Background (gender, race; preference given to Previously Disadvantaged Groups)
- Qualifications
- Interest in gender/ability to contribute to GL.
- Part time/ full time and kind of time commitments.

178. **Criteria for the Selection of Technical Assistants**

- Human resource needs.
- Cost implications to GL.
- Infrastructure.
- Managerial implications.

179. **Criteria for selection of Consultants**

- Qualifications and references/ reputation.
- Background (Preference for local consultants and those from developing countries, especially from the region).
- Local availability of expertise and remuneration by funding agency for local expertise.
- If from outside, knowledge of Southern Africa.
- Knowledge of /sensitivity to gender issues.
- Skills transfer.
- Ensuring continuity.

180. **Guidelines for MOU with GL Partners**

- Preamble: Agreement between parties concerning project
- Background to the project
- Objectives of the project
- Background of the organizations entering into the agreement and their interests in the project
- Funding agency: annex funding agreement
- Obligations of each party
- The governance structure
- The management structure

- The location of financial responsibility
- The final output and its handling by the parties
- Evaluation/ follow up
- Mechanism for dealing with disagreements that may arise in the course of the Partnership.

181. **Criteria for the selection of interns**

- Coming from a partner of the Gender and Media Diversity Centre (GMDC)
- Regional diversity.
- Demonstrated skill and interest in the GL programme areas.
- Studying towards or in possession of a relevant qualification.
- Available for an extended period of time on a full time basis.
- GL will consider diversity including race, sex and geography.
- Ability to work in a results driven environment.

182. **Process for the selection of interns**

- **Needs assessment** within programme areas to determine which programme needs support tasks that the intern will be performing, level of supervision available and the type of intern that is required. Interested interns must furnish a motivation using the relevant form (**Form HR13: Internship recruitment form**)
- **Recruitment** will be primarily through GMDC partner institutions. Interns may also be attached to field staff or satellite offices. A formal interview process of at least two candidates should take place to determine of the suitability of the intern.
- **Administering the internship:** ensure that the intern has a contract (**Form HR14: Interns contract template**), a performance agreement, reporting framework, regular feedback and formal written assessment at the end of the period including the value add and challenges for both the student and the organisation.

183. **Budget and timeframe**

- Internships shall be for six months unless otherwise authorised by the CEO.
- The organisation shall pay interns a stipend as determined by budget and prevailing rates.
- GL shall provide safe and convenient accommodation for interns from countries outside head office who come on internships.

184. **Management of internships**

- The internship programme shall be co-ordinated by the GMDC.
- Interns shall be attached to specific GL offices, units and programmes and assigned a supervisor.
- Interns shall be inducted and undergo an exit interview before they leave.