HR POLICY AND CONDITIONS OF SERVICE

1. Introduction

1.1. LEGABIBO Human Resource Manual

The purpose of this manual is to establish LEGABIBO policies and procedures of LEGABIBO in relation to human resource and code of conduct. LEGABIBO human resource guidelines are designed to ensure professional ethics and conduct enshrined in human rights as well as being closely linked to the Botswana Employment laws and practices. LEGABIBO management will coordinate efforts and procedures that ensure that professional organizational standards are upheld and that all staff exercise the necessary discipline to ensure that approved policies are implemented.

1.1. Organizational Background

1.1.1. Preamble to our constitution

Whereas, it has been necessary to form an organization for the purpose of monitoring the ethical, legal and human rights aspects of the Lesbian, Gay and Bisexual, Transgender and Intersex people in Botswana;

Recalling that Lesbian, Gay and Bisexual, transgender and Intersex people are continuously marginalized and subjected to stigma and discrimination and their human rights violated;

Reaffirming that Botswana is a member of an international body of states that have vowed to uphold and protect the universal rights of all individuals without discrimination on any basis whatsoever;

Recognizing our diverse areas of operation and target populations, and noting that our goals can be effectively realized through sound organizational and institutional development, better resource sharing, and common approach;

We do hereby constitute ourselves as the Lesbians Gays and Bisexuals of Botswana (LEGABIBO)

1.1.2. LEGABIBO Vision

Creating a tolerant social environment where diversity is appreciated and celebrated

1.1.3. Mission

LEGABIBO is a national NGO that empowers the LGBTI community and society on sexual diversity (through awareness raising and building a critical mass to promote tolerance.

1.1.4. Strategic goals

- Raise awareness on sexual diversity amongst various stakeholders
- Building a critical mass of partnership and networks
- Empowerment of membership and beneficiaries
- Ensure organizational efficiency and effectiveness
### Our Values

The values of LEGABIBO define our work and reputation in our country and govern how we deal with each other, our clients and volunteers, our suppliers and our community. We live and embody our values through our day-to-day interactions we have with each other. Please take the time to review, reflect and practice these values in your day-to-day work. This is foundational to your success at LEGABIBO and to our collective success as an organization.

<table>
<thead>
<tr>
<th>Our Values</th>
<th>What They Mean – Our Value Statements</th>
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<tbody>
<tr>
<td>Acceptance</td>
<td>We accept and engage with every individual regardless of race, colour, gender identity, HIV status, ancestry, place of origin, citizenship, political belief, religion, marital status, family status, physical or mental disability/differently abled, sexual orientation, age.</td>
</tr>
<tr>
<td>Inclusivity, Equality, Humanity</td>
<td>We do not discriminate and all human beings who adhere to our values are welcome to be part of our cause. We treat everyone with the same respect – human rights principles are followed by all who are part of LEGABIBO.</td>
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<td>Non-discrimination</td>
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<tr>
<td>Team work</td>
<td>We believe in working together as a team. No one gets left behind. Everyone is involved in the daily running of the organization</td>
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<tr>
<td>Equality, Dignity</td>
<td>Everyone is treated with the same amount of respect and with dignity</td>
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<tr>
<td>Respect</td>
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<td>Botho</td>
<td>Common courtesy to all</td>
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<tr>
<td>Social Responsibility</td>
<td>We all have a role to play in the transformation of society and aim to fulfill that role to the best of our abilities</td>
</tr>
<tr>
<td>Accountability and Transparency and ethics</td>
<td>We are open and honest in all our work and dealings and we make this visible and available to all who are part of LEGABIBO.</td>
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<td></td>
<td>We are ethical in all we do – we are honest and trustworthy in how we conduct ourselves at all times</td>
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1.1.6. Governance

LEGABIBO is governed by a voluntary Board of Directors/Executive Committee elected by the membership and the AGM, whose role is to provide strategic direction; guide the development of organizational policies and guidelines: provide financial stewardship on behalf of the organization; and provide support and direction to the Chief Executive Officer (CEO)/Executive Secretary.

1.2. Recruitment and Appointment

LEGABIBO recruits the best individuals for jobs or vacancies that exist within the organization; whether that individual is inside the organization or outside, and as a result, if there is no internal person with the requisite skills and competencies to take on the job, the position will be advertised internally and externally at the same time.

Recruitment follows the following process:
1. Advertising internally and externally
2. Head hunting depending on the nature of the position, the urgency of filling the vacancy.

1.3. Induction

Each and every person who comes into the organization will be inducted. An Induction process lasts for 5 days. New employees are provided with an induction plan that states: name, position, date of employment and employee responsible for induction. (See Employee handbook)

1.4. Probation

There is a probation period for every employee to be communicated by your supervisor and which will appear in your employment contract that you are expected to sign before you commence your work. The employee contract discusses in detail length of probation relevant to your post.

1.5. Resignation

All employees other than volunteers and interns who wish to resign from LEGABIBO before their end of contract are required to serve one month notice or pay LEGABIBO one month's basic salary in lieu of notice.

Interns and volunteers are required to give two weeks' notice. The employee who is serving notice shall continue to diligently carry out their official duties throughout the period.

When an employee resigns all benefits will cease and laptops or any other organizational property will need to be returned. The email address will also be terminated after an agreed period.
The resignation package will only be authorized upon satisfactory completion of handover as per guidelines.

1.6. Dismissal

Authority to dismiss employees rests with the CEO/Executive Secretary. However, the CEO/Executive Secretary may delegate those powers, where appropriate, to other senior members of staff.

1.7 Desertion

Any employee who is absent from duty without leave and without a satisfactory explanation for a continuous period of three (3) working days shall be deemed to have deserted LEGABIBO and their employment shall automatically be terminated.

The manager shall report the concerned employee to the responsible authority who shall issue a letter of dismissal.

An employee dismissed for desertion may, within 7 working days, apply to the CEO/Executive Secretary to review the decision on the sole ground of reasonable explanation for their absence.

If the CEO/Executive Secretary accepts the explanation, the employee shall be reinstated to their position but the period of their absence shall be treated as unpaid leave.

1.5. Promotion

There will be no automatic promotion in the organization nor will seniority or length of service alone be regarded as sufficient grounds for promotion. A performance track record will be the main deciding factor in making any promotional decisions.

An employee selected for promotion to a higher grade will be required to serve for a trial period of three (3) months before the appointment is confirmed. The salary paid during this trial period will normally be the entry point of the new grade.

In cases where present salary is higher than this point, the employee shall be paid salary determined by the CEO/Executive Secretary in collaboration with the Finance Sub-Committee comprised of the Finance & Administration Manager and the Procurement Officer. Upon satisfactory completion of the trial period the appointment and salary will be confirmed. In the event that the trial period should not be completed satisfactorily the employee will revert to the grade and salary point, which applied immediately prior to the trial period, subject to normal incremental progression.

In considering applications from serving employees for appointment to higher posts on promotion, factors stated in the LEGABIBO Employee Handbook will be followed.
1.6. Travel

All travel related to LEGABIBO work is in line with LEGABIBO Travel Guidelines (Annexure) and other guidelines relevant to LEGABIBO Employee Code of Conduct.

1.7. Office Hours, Flexi-Time

1.7.1 Hours of Work

Every employee is expected to work 37 hours a week
Monday to Thursday 0800 to 1700
Friday from 0800 to 1300

1.7.2 Breaks

1 hour Lunch Break from 1300 – 1400pm.

1.7.3 Time Off In Lieu (TOIL)

This is time off given to compensate for overtime.

LEGABIBO will expect (unless there are very strong reasons otherwise) that at least one day’s TOIL earned will be taken within a working week of the staff member’s return from the trip if the staff member had been working during the weekend. Normally any time off in lieu for travel must be taken within a day of the staff member returning from the trip. Where staff feel that this is not feasible, they should discuss this in advance with their manager who may agree for the TOIL to be held over for up to a week. If it is not taken within a week, it will be lost.

1.7.4 Flex Time

Flex time is a flexible hours schedule that allows employees to alter workday start and finish times. In contrast to the standard work hours, flex time involves a “core” period of the day during which employees are required to be at work (0800-1700 hours) and a “bandwidth” period within which all required hours must be worked (e.g. between 0600-2000 hours). The working day outside of the “core” period is “flexible time” in which employees can choose when they work, subject to achieving total daily, weekly or monthly hours within the “bandwidth” period set by employers and subject to the necessary work being done. The total working time required of employees on flex time schedules is the same as that required under standard work schedules.

Approval of flex-time is at the discretion of the CEO/Executive Secretary to balance the needs of employees for flexibility in their start time, and the needs of the organization, our team and our clients.
1.8. Salaries and Allowances

Salary Scales and Allowances rates are determined by the CEO/Executive Secretary with the approval of the Executive Committee/Board from time to time.

1.8.1. Calculation and Payment of Salaries

Staff salaries are paid monthly in arrears. Staff salaries due for a period of less than one month will be calculated by dividing the monthly salary prorate in accordance with the number of days worked. Salaries are paid on the 25th of each month but in the event of this falling on a weekend, or public holiday, payment will be made on the working day immediately prior to this date.

Salaries and wages are only paid by EFT in accordance with the Finance Policy through direct debit into an employee’s current or savings account at a registered commercial bank, building society or post office savings bank. An employee should provide details of their bank, branch and account number at the commencement of employment. Should an employee opt to change the bank details, he/she should notify LEGABIBO not later that the beginning of the month on which the employee wishes to adopt this change.

1.8.2. Review of Salaries

LEGABIBO shall review basic salary ranges annually taking into consideration guidelines issued by the Government, the financial position of LEGABIBO, changes in cost of living, salary surveys, economic and market conditions and other factors which may affect the level of remuneration in Botswana generally, and impact on the ability of LEGABIBO to recruit, retain and motivate employees.

LEGABIBO does not bind itself to increase basic salary ranges annually, notwithstanding any increase in the cost of living, or any general increases, which may have been awarded by the government or the market.

LEGABIBO shall however adopt January 1st as the date of reviewing salaries and other substantive issues.

1.8.3 Salary Advance

Advance of salary shall only be granted in exceptional circumstances defined as extraordinary, unanticipated expenditure or unforeseen emergency.

This is only available for contracted full time employees. Advances against salary will not normally exceed the equivalent of one month’s gross basic salary and must be repaid within the following three (3) months period. No interest shall be charged on advances against salary and the advance shall only be granted if the employee does not have any existing advance, or travel advance outstanding.
Once a salary advance application has been approved, it must be followed by a written agreement between the employee and LEGABIBO. (See (1.8.5.) below).

1.8.4. Assignment of Salary

Employees may not cede or assign their salaries or other monies due from LEGABIBO to a third party without prior written consent from LEGABIBO.

1.8.5. Deductions from Salary

LEGABIBO shall deduct from the monthly salary of employees such sums as are payable by the employee by way of taxation, over-payment of salary, or over-payment of accrued leave in accordance with provisions of the Employment Act as amended from time to time.

LEGABIBO may also deduct such amounts due from an employee in respect of contributions to any medical aid or insurance fund, and repayment of any loan or advance of salary granted to the employee in accordance with the written agreement entered into between the employee and LEGABIBO at the time of granting such loan or advance or loans entered with the bank through employer negotiated schemes.

LEGABIBO may also deduct from the monthly salary of employees any shortage of cash or the cost of property belonging to LEGABIBO, or the cost of repairing any damage to LEGABIBO property, where the employee responsible has acknowledged responsibility in writing for the safe-keeping (through registration in the Fixed Assets Register) and accuracy of such cash or property of LEGABIBO, and acknowledges further in writing that such cash or property is missing, or acknowledges responsibilities for such damage; the retirement of any outstanding Travel Advance and any other amounts, which the employee has agreed in writing.

1.8.6 Employee Benefits

1.8.6.1. Gratuity

Gratuity rate
All staff on contract shall be entitled to gratuity at a rate of 25% of monthly gross salary at the end of their contract, which is generally One year.

If the employee’s employment, for whatever reason terminates before the contract period comes to an end, the accumulated gratuity will not be paid out to the employee and LEGABIBO will utilize it as it deems fit.

Gratuity shall however be paid before the end of the completion of the contract in times of death of the employee or incapacity owing to ill health.
1.8.6.2 Medical costs

All full time staff members are eligible to participate in the Medical Aid scheme. A copy of the rules of the scheme is held by the Finance and Administration office and is available for perusal on request. LEGABIBO will contribute 50% towards the medical aid subscription for all full-time staff members.

1.9. Employee Conduct

All employees are expected to conduct themselves in a manner that reflects professionalism, ethics, dignity and respect of human rights in the way they handle information, organizational property, environment and

1.9.1. Liability for damaged effects

LEGABIBO does not accept responsibility for loss or damage to personal effects to staff arising from any cause whatsoever whilst the effects are in any of the organizational premises.

1.9.2. Copyright

The Executive Secretary/Chief Executive Officer will ensure protection for the organization’s intellectual property, information and files from unauthorized access, tampering, loss, or significant damage.

As per Finance policy.
Our organization owns the copyright on all work and materials that you develop in your role as an employee, and work created on our computer systems. If there are exceptions to these guidelines, it must be approved in writing by the CEO and/or the Board as applicable.

1.9.3. Employee Privacy

All employee information is collected, accessed and archived only for the purposes of the Employee/employer relationship with our organization. We conform to the national privacy standards and employee/employer confidentiality standards.

1.9.4. Accountability

LEGABIBO is responsible for personal information under our control, and this responsibility for privacy is the responsibility of the CEO/Executive Secretary or their designate.

1.9.4.1. Identifying Purpose, Limiting Collection, Consent

LEGABIBO will only collect information from you, and the persons you approved, with your implied permission for the purpose of recruitment, evaluating for hire, maintaining employee/employer relationship, and maintaining records as required by law.
1.9.4.2 Limiting Use, Disclosure, Retention
LEGABIBO will only use or disclose this information for the purpose it was collected for and to provide the employee with benefits that they have accepted. It will not be used for other purposes except as consented to by the employee or as required by law.

1.9.4.3 Accuracy
LEGABIBO shall ensure that the personal information is as accurate, complete and up to date as required for the purposes for which it is to be used.

1.9.4.4 Safeguards
LEGABIBO assures all employees that the personnel records, both on site and off site, shall be stored in such a way to ensure appropriate and reasonable safeguards. This includes securing all files in a locked cabinet with access provided only to the employee, supervisor, manager and payroll and benefits administration for the purpose of the employee/employer relationship.

1.9.4.5 Openness, Individual Access, Compliance
Employees are encouraged to direct any inquiries about the privacy of their personal information directly to their supervisor or the CEO/Executive Secretary or their designate, which is accountable for privacy. Any information that, in releasing to the employee would compromise the privacy of another individual will not be released. Upon request, employees shall be informed of the existence, use and disclosure of their personal information, and shall be given access to that information. Individuals are entitled to challenge the information in their employee file and have it amended as appropriate.

1.10. Equitable Opportunities (lump with application)
When considering applicants for positions within our organization only job related criteria such as ability, merit and responsibility are used to evaluate applicants and Employees.

LEGABIBO prohibits all forms of discrimination and embody the principle that all persons should be assessed on individual merit and not on criteria unrelated to job performance.

1.10.1. Process for Handling Concerns
Every employee has the right to prompt and just resolution of complaints and concerns. Ongoing, open communication between our employees and management is promoted.

We believe that good communication is essential to the well-being of our organization and that problems, questions, concerns or complaints that are left unresolved, negatively impact our work and our environment.
1.10.1.1 Employees should first discuss the situation with their immediate supervisor. The immediate supervisor will be most familiar with the employee and the job requirements.

1.10.1.2 If the situation involves the supervisor, or the employee is not satisfied with the supervisor’s response, or, if for any reason, they do not wish to bring the problem to the supervisor’s attention they may present their concerns directly to the CEO/Executive Secretary.

1.10.1.3 All rulings/decisions by the CEO/Executive Secretary are appealable to the Executive Committee/Board provided that;
   - the appeals are in writing and state the grounds of appeal;
   - the appeal is lodged within a period of fifteen (15) working days from the date such ruling/decision was made;
   - The Executive Committee/Board shall hear the appeal within seven (7) working days.

1.10.1.4 All decisions of the Executive Committee/Board shall be appealable to the AGM provided that all appeals shall be in writing and state the grounds of appeal, and further that the appeal is lodged fifteen (15) days from the date of ruling.

See Section 17.3 of Constitution.

1.10.2. Discrimination
Discrimination means unfair or differential treatment of an individual or group, whether intentional or unintentional, on the basis of one or more of the prohibited grounds contained in the Human Rights Agreements and Legislation.

These grounds are: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, gender, sexual orientation or age, conviction of a criminal or summary conviction offence that is unrelated to the employment or the intended employment of that person.

Any employee suspected of discriminatory actions/attitudes on reasonable grounds may be subjected to disciplinary action.

1.10.3. Sexual Harassment
Sexual harassment is defined as unwelcome conduct that is sexual in nature that may detrimentally effect the work environment or lead to adverse job related consequences for the victim of the harassment.

Examples of sexual harassment include, but are not limited to:
- Verbal or cyber abuse or threats
- Unwelcome remarks, jokes, innuendo or taunting
- Displaying of pornographic or other offensive pictures
- Practical jokes that cause awkwardness or embarrassment
- Unwelcome invitations or requests
- Leering or other gestures
- Unnecessary physical contact such as touching, patting, pinching, punching
- Sexual assault (this may also be a criminal matter)
- Negative comments that are gender based

Any employee accused of sexual harassment will be subjected to disciplinary action.

I.10.4. General
Harassment and bullying may be one incident or a series of incidents depending upon the context.

It creates a negative work environment that interferes with job performance and results in your being refused a job, a promotion or a training opportunity, and be subject to disciplinary action.

If you have a concern about a situation or behavior, you are encouraged to communicate this concern to the person who is creating the discomfort. If this does not resolve the situation, or you are uncomfortable, please speak directly with your supervisor or CEO/Executive Secretary and they will work with you to resolve the situation.

I.10.5. Bullying and Harassment
Workplace bullying and harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

A ‘person’ in this context includes any individual, whether or not they are a workplace party. This means that a ‘person’ could be an employer, supervisor, co-worker, volunteer or member of the public, client or anyone the person comes in contact with in the workplace.

Examples of harassment and bullying include, but are not limited to:
- Verbal aggression or yelling
- Humiliating initiation practices or hazing
- Spreading malicious rumors
- Calling someone derogatory names

Bullying and harassing behavior does not include:
- Expressing differences of opinion
- Offering constructive feedback, guidance, or advice about work-related behavior.
- Reasonable action taken by an employer or supervisor relating to the management and direction of workers, or the place of employment (e.g. managing a worker’s performance, taking reasonable disciplinary action, assigning work).
An employee's responsibilities include:

- Not engaging in bullying or harassment
- Reporting bullying and harassment if observed or experienced
- Applying and complying with our policies and procedures on bullying and harassment

Any employee suspected of bullying and or harassment on reasonable grounds may be subjected to disciplinary action.

1.10.6. Disciplinary Measures

LEGABIBO will take progressive disciplinary action as a basis of our concern to help a staff member to develop, overcome problems, and change unacceptable performance with the desired result of meeting the expectations their role and our organization.

With the exception of serious offences, LEGABIBO will support the step discipline approach, permitting the employee the opportunity to respond to corrective action. In the event the staff member does not respond, the next step in the procedure will be followed. The step discipline procedure comprises of the following steps:

- Step 1: Oral reprimand/Verbal warning
- Step 2: Written warning
- Step 3: Final written warning
- Step 4: Suspension with probation
- Step 5: Termination/Dismissal

1.10.7. Actions Warranting Immediate Dismissal with pay in lieu of notice (Immediate Dismissal)

As a general rule, the following actions on the part of an employee may result in, but are not limited to, the immediate dismissal of an individual without prior warning:

- Excessive absenteeism
- Performance of duties below acceptable standards
- Willful or excessive wastage of work materials
- Unauthorized consumption of alcohol, or drugs in the workplace or on the grounds of the workplace
- After procedures in the substance abuse policy have been exhausted and there remains the inability to carry out normal duties and requirements through impairment by alcohol, drugs or any other means
- Failure to report any loss or damage to organization, staff or clients' property
- Insubordination towards manager, clients and deliberate violation of instructions
- Failure to follow specified procedures or implied procedures, the result of which causes or might cause injury or aggravation of injury to a client or employee,
- Serious violation of professional ethics
• Failure to report for work without proper justification or documentation
• Unauthorized gambling on company property
  If the dismissal is for just and reasonable cause, it may be immediate.

I.10.8. Serious Offences

These may lead to a final written warning being issued or could, subject to an enquiry, result in summary dismissal. These examples are not the only offences and serve only as an illustration:

I.10.8.1 Employees will be liable for summary dismissal in any of the following circumstances:
• Disclosure to outside parties of any sensitive information relating to LEGABIBO.
• Gross negligence or continued incompetence.
• Drunkenness/intoxication on duty.
• Illegal striking or influencing others to strike illegally.
• Dishonesty: Theft, bribery, fraud, dishonesty or any related offences.
• Refusal to obey lawful and/or reasonable instructions from a Manager/CEO.
• Refusal to obey or comply with safety rules or practices for the prevention or control of accidents or diseases at the workplace.
• Wilful misuse of LEGABIBO’s property.
• Wilful damage to LEGABIBO’s equipment, or the property of other employees or that of clients.
• Persistent absence from work without permission.
• Violent and/or aggressive behavior that is harmful to others.
• Conviction of any criminal offence, connected or unconnected to the business of LEGABIBO.
• Sexual Harassment
• Any other grounds recognized in the law of Botswana as constituting conduct for which dismissal is a competent punishment.
• Harassment, abuse of clients, violence to other employees, managers or clients
• Falsification of Employment Application or other company records such as time sheets

Where the gravity of the situation warrants it, the CEO/Executive Secretary may immediately suspend an employee’s service for a stipulated period of time as a disciplinary measure following a rule infraction. Following suspension, the employee may be reinstated with a probationary period.

Suspension may be used on its own, or in conjunction with other disciplinary steps, if the occasion so warrants.

Before using any of the above disciplinary measures, the CEO/Executive Secretary will carefully ascertain the facts of the case.
I.10.9 Disciplinary Procedures

Because of the progressively corrective nature of disciplinary action, the sanction applied will also be progressive in nature. There are five basic methods of disciplinary action that can be taken against an employee depending on the severity of the offence and the circumstances under which it is committed. In order of severity these are:

- Verbal warning
- Written warning
- Final written warning
- Dismissal with pay in lieu of notice
- Summary dismissal.

Disciplinary enquiries are not convoked for allegations that attract the following disciplinary sanctions:

1.10.9.1 Verbal warnings

In the case of a moderate offence, a supervisor should conduct an informal disciplinary interview with the employee that may result in a verbal reprimand. Moderate offences include, but are not limited to;

- Late coming
- Unsatisfactory performance
- Absenteeism
- Minor breaches of safety/hygiene/security rules
- Extended tea and lunch breaks
- Failure to maintain a tidy and safe working environment
- Misuse of telephone
- Excessive time away from work
- Wearing unacceptable or inappropriate clothing
- Breach of IT policy
- Failure to complete timesheets as required

The verbal warning is issued in the presence of a witness and the Manager issuing the warning must ensure that the employee understands why the warning has been issued and what action is required of the employee to rectify the situation and what the consequences will be should he/she fail to take heed of the warning. The warning is valid for a period of three (3) months, this tells the guilty party how long he/she has got to rectify the matter. Should the employee fail to take heed of the warning, stricter disciplinary action will be taken against them. The Manager should keep a written record of any verbal warnings issued to his employees, strictly for their own records - noting date, time of informal disciplinary interview, a brief description of what was said and the reason why the verbal reprimand was given. The records must be signed by the two parties. Should there be no reoccurrence of a similar nature within the validity period of the verbal warning, then the record kept by the Manager should be erased.

Depending on the circumstances, the Manager may issue a second verbal warning prior to invoking stricter disciplinary processes.
I.10.9.2 First Written Warning

If verbal warnings fail, or the offences grow more serious or there is a further breach within the 3 months, the supervisor or manager should give the employee a first written warning. A written record of this is kept and noted on the employee’s record but will not be considered for disciplinary purposes after 6 months provided the conduct improves.

I.10.9.3 Final Written Warning

In the case of continued misconduct or breach or a repetition of wrongful behavior (or if a more serious offence/misconduct is committed) within 6 months after the first written warning has been issued, a final written warning. Will be issued. This will contain a clear notice that any further offence within six (6) months may result in dismissal.

All written and final written warnings should be recorded in the form of a letter of notification to the employee and placed on the employee’s record. A copy of the signed letter is handed to the employee during a discussion between the employee and their supervisor.

I.11. Dismissal with pay in lieu of notice or summary dismissal:

Dismissal, or the possible dismissal of any employee, cannot take place without convening a full enquiry into the circumstances surrounding the alleged serious offence.

I.11.1 Formal disciplinary enquiry

The following principles should be observed at the enquiry:

I.11.1.1 The enquiry should be held as soon as possible after the event, provided that the employee is given a reasonable time (minimum 48 hours) to prepare their defense.

I.11.1.2 The enquiry shall be heard by a disciplinary committee comprising SMT and 1 member of the Board.

I.11.1.3 The employee may, if necessary, be suspended on full pay prior to, during or pending the outcome of the enquiry;

I.11.1.4 The employee should, within a reasonable time after the alleged offence was committed, be notified in writing of: the date, time and venue of the enquiry, the misconduct, which they are alleged to have committed and of their rights at the enquiry.
I.II.2. Conducting the formal disciplinary enquiry

Present at the enquiry will be:
The chairperson: in terms of fair practice the chairperson should be at the same level, or higher, than the complainant and as far removed from all allegations and issues involved in the enquiry as possible.

The accused: This is the employee against whom the allegations for serious misconduct have been made.

An employee representative: unless the accused does not require representation. The representative should be a fellow employee, as no outside representation is allowed and an interpreter, if necessary.

The complainant: This is usually the accused’s supervisor, whose role it is to investigate the serious misconduct and formulate the charges against the accused.

When the enquiry starts, the chairperson should read out and explain the misconduct under enquiry. The chairperson should ask the accused if they understand the complaint and if so whether they plead guilty or not guilty.

The accused can give evidence themselves (they cannot be compelled to do so); to call witnesses to give evidence and to argue either themselves or through their representative on the question of whether the misconduct occurred.

To give evidence themselves; to call witnesses to give evidence and to argue either or through their representative in mitigation of disciplinary action.

After hearing all sides of the case, the chairperson must decide whether the alleged misconduct was committed or not and if so, on the appropriate sanction to be taken.

The appropriate sanction will take into account the circumstances surrounding the misconduct, the seriousness of the misconduct, whether or not the misconduct has destroyed the employment relationship, and which sanctions are in line with current LEGABIBO policy. Sanctions should be in line with the employer’s policy and thus with previous decisions involving the same or substantially the same circumstances.

The chairperson must not consult the employee’s previous work records until after he has reached a decision on whether or not the alleged serious misconduct was committed.

I.II.3. Criminal offences

LEGABIBO will report criminal cases against any employee where this is warranted by the nature of the alleged misconduct.
I.11.4. Grievance Issues

A grievance is any complaint, dissatisfaction or feeling of injustice in connection with an employee’s work and employment situation that is brought to the attention of management. Grievances against the CEO/Executive Secretary can be reported to the Executive Committee/Board.

Grievances must be:

1.11.4.1. Recorded in writing by the aggrieved party and addressed to the supervisor unless the complaint is against the supervisor, in which case the report will be made to the CEO. *1.10.1 describes it as a discussion and not necessarily a written complaint.

1.11.4.2. A grievance is invalid if the employee in retaliation against any disciplinary sanction received lodges it.

1.11.4.3. Grievances may be limited to individuals, or shared collectively. The nature of a grievance may vary according to the circumstances involved.

1.11.4.4. The supervisor handling the grievance must try to resolve it as speedily and fairly as possible.

1.11.4.5. If the grievance is not resolved within three (3) days after being received by the supervisor to whom it is addressed, this should be recorded in writing.

1.11.4.6. The grievance is then referred to the next level of management; CEO/Executive Secretary.

1.11.4.7. Reasons for non-resolution are recorded in writing and accompany the grievance to successively higher levels of management (CEO/Executive Secretary), until the issue has been solved to the satisfaction of all parties involved.

1.11.4.8. Should the grievance fail to be resolved internally, at the highest level of LEGABIBO management, the aggrieved employee is free to pursue the matter through external dispute resolution processes. *Role of the Board?

1.11.4.9. Individual employees are encouraged to attempt to resolve disputes amongst themselves before lodging disputes.

1.11.5. Theft

Theft of any kind will not be tolerated. An employee occupies a special position of trust with clients and, accordingly, with LEGABIBO. It is essential that trust be maintained and complete confidence exist in the employment relationship.
Theft is defined as the unauthorized procurement of property, which does not belong to the employee. The following are examples, although not all inclusive, of prohibited conduct:

- Theft of property or services from LEGABIBO.
- Unauthorized use of LEGABIBO equipment
- Unauthorized use or theft of property from clients, visitors or other staff members
- Theft outside working hours which may affect the employment relationship, and
- Actions which result in the unauthorized procurement of money, property or other things from LEGABIBO, person served or staff members

This policy also applies in cases of attempted theft by a staff member.

Theft or attempted theft by a staff member may result in the immediate dismissal of that staff member and the staff member may be reported to the local police authority.

Where a staff member is suspected of theft, the staff member may be suspended pending further investigation.

Any theft, large or small, must be reported immediately to the CEO/Executive Secretary.

1.11.6. Substance (Drug and Alcohol) Abuse

Storage, possession or consumption by employees of alcohol or drugs (or other substances which may cause impairment) at work or on work property is prohibited, except where specifically authorized such as at a social event where alcohol may be served.

It is the responsibility of the Employee who develops substance dependency to seek diagnosis and medical treatment at the earliest possible stage. Sub-standard performance due to substance dependency shall not be tolerated.

Employees shall not work while their ability is impaired by the effects of any substance(s).

Violation of this policy will be grounds for discipline up to and including termination. If the Employee’s condition is sufficient to place persons at risk, the employee may be subject to immediate dismissal.

1.11.7. Termination with ‘Just Cause’

‘Just cause’ usually means that you did something seriously wrong, such as stealing from your employer or refusing to carry out a job duty.
You can be terminated with just cause if you:

- Use drugs or alcohol that interfere with your job performance
- Ignore a strict rule of “no alcohol during work hours”
- Intentionally disobey your boss
- Are disloyal to your employer or put yourself in a conflict of interest; for example, you set up a business to compete directly with your employer.
- Is this relevant to LEGABIBO?
- Ignore a clear workplace policy, procedure, or rule
- Are dishonest about something important

There may also be other cases of just cause, and things aren’t always as clear-cut as these examples.

For terminations with just cause, you will be asked to leave immediately without notice period or severance pay. *Are all the offences listed liable for immediate dismissal? Do they count as serious offences?*

1.12. Leave

1.12.1. Rates of annual leave

Professional staff members* (new term; make distinction) are entitled to 25 working days as annual leave.

Support staff members are entitled to 20 working days and volunteers/ interns are entitled to 16 working days as annual leave.

Of the 25 working days annual leave 10 of the days during Christmas break are compulsory annual leave days.

1.12.2. Calculation of leave

Leave entitlement shall commence from the date of appointment and shall be earned on a monthly basis in arrears.

1.12.3. Application of leave

Annual leave can only be taken after it has been earned, it may not be taken in advance. Carrying over of leave days into another year will be regulated in accordance with the provisions of the Employment Act.

Where an application of leave is practical, as much notice as possible should be given; normally at least 5 days prior to the leave day would be expected. Requests for short periods of leave, e.g. a few days off to meet special requirements will be accepted but sufficient notice must be given to allow for the rearrangement of duties and to ensure adequate cover.

All requests for leave must be submitted on the leave form provided for this purpose.
Should more than one person apply for leave on the same dates and because of the nature of their work, it proves impossible to release them all; then preference will be given to a more deserving case. Employees should not assume that any leave applied for will automatically be granted, but will not be unnecessarily refused and should only proceed on leave when such leave has been approved.

For staff members who leave the service, leave will be calculated at the appropriate number of days per month for each month up to the day of departure.

Payment for this leave will be paid with the departing employee’s final payment. Similarly, if a member of the staff dies in service payment for leave due at the date of death will be made together with any other amount, to the executors and/or beneficiaries of the estate.

1.12.4. Minimum and accumulated leave

The purpose of annual leave is to ensure that employees have the opportunity to rest. Employees must take at least 50% of their annual leave entitlement every year. No employee shall be allowed to accumulate leave in excess of three years entitlement except where leave has been deferred by the CEO/Executive Secretary.

1.12.5. Sick Leave

All absences exceeding one day must be justified by a certificate from a qualified Medical Officer, which must be presented to the supervisor as soon as practicable after it is issued. LEGABIBO will grant paid sick leave on production of certificate from a qualified Medical Practitioner.

Employees, volunteers and interns are entitled to paid non-accruable sick leave of 20 annual sick calendar leave days per year.

In the spirit of reasonable accommodation, in cases of chronic illnesses or accidents, sick leave may be extended by management for up to 1-month on full pay and an additional 1-month leave on half pay.

Employee can utilize any annual leave days, which he/she has accrued. Upon exhausting all of the above the employee shall not be paid salary for any absence on medical grounds.

Periods of absence not supported by a medical certificate, or Non-Certified Sick Leave note, shall be treated as unauthorized absence and shall be deducted from an employee’s annual leave entitlement, and shall constitute a disciplinary offence.

1.12.6. Excessive Sick Leave

Where an employee has been on sick leave for excessive periods, or where the attendance record of the employee indicates a possible abuse of sick leave,
LEGABIBO reserves the right to enquire into the employee’s capacity to perform their job, and to take whatever reasonable steps it deems appropriate in order to assist the employee to improve attendance. Should attendance not improve, the organization may take further measures, including the termination of the employee’s contract of employment with LEGABIBO.

Employees, who become ill during a period of annual leave, should notify the supervisor and provide an original medical certificate, so that this can be converted to sick leave. LEGABIBO reserves the right to confirm the validity of the medical certificate.

An employee who absents himself from duty because of the illness of a child or relative must apply for Special leave or Leave in the normal way.

I.12.7. Special Leave

The organization wants to provide special (compassionate) leave in addition to annual leave in the event of certain life events as provided for below:

- The leave may only be granted provided proof is submitted to support the event, to the employee’s supervisor. The life events are:
  - An illness of a dependent: child, sibling, parents, grandparents and parents-in-law, partner.
  - Death of an immediate family member i.e. spouse/partner, child, sibling, parent or parent-in-law, grandparent, adoptive parent, grandchild.
  - The leave will be a total of five (5) days per annual leave cycle.
  - The leave does not accumulate from one cycle to another.

Provided in the event that the death of an immediate family member occurs more than 300km away from the workplace, a Manager may agree to grant up to an additional maximum two (2) days compassionate leave.

Family Responsibility Leave must, wherever possible be applied for in advance, and must be supported by either a medical certificate indicating expected date of birth of a child [or official documentation relating to adoption]; medical certificates from treating Doctor for sick dependents.

The manager must approve the application.

The leave application form together with supporting documents must be forwarded to the Admin officer and the employee’s respective supervisor/manager.

I.12.8. Maternity Leave

All employees are entitled to three (3) months maternity leave on full pay for each confinement. Paid maternity leave will only apply provided the employee has completed six (6) months continuous service in permanent employment within the organization prior to 1st day of maternity leave.
Employees must apply for maternity leave at least one (1) month prior to the expected date of birth.

Maternity leave may commence at any time from one (1) month prior to the expected date of birth, unless otherwise agreed.

Where an expectant employee falls ill before she proceeds on maternity leave she will be granted paid sick leave in the normal manner. In the case of long illness which precedes pregnancy prior to the officer going on maternity leave, then General Conditions of Service will apply. (Vague)

Where an employee delivers a stillborn or experiences a miscarriage before she officially proceeds on maternity leave she will automatically be considered to be on maternity leave or ordinary leave depending on the option, based on medical practitioner advice. However if she experiences a miscarriage or delivers a stillborn during her official maternity leave period, then the date of delivery will be the starting date on which to count her maternity leave days forward and stop on the day she is declared medically fit to resume duty or six (6) weeks.

Expectant employees will not be allowed to proceed on courses or travel that are likely to last for a period, which includes 42 days before the expected date of delivery.

Before returning to work the employee must produce a valid Medical Certificate confirming her fitness.

No employee must be required or permitted to work within the first six (6) weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

In the event of a miscarriage in the third trimester or stillbirth, six (6) weeks maternity leave will be granted.

Following, delivery, an employee will be allowed up to one hour a day for a period of 12 months during working hours to feed the child. A convenient time should be arranged between the employee and their immediate supervisor.

No employee shall be discriminated on the basis of pregnancy during training and promotion. Annual leave will accrue during maternity leave.

1.12.9. Paternity/Co-Parent

Employees shall be entitled to paternity or partner leave of 1 month immediately before or soon after their partner has given birth to their child.

1.12.10. In the case of adoption

An adopting parent is entitled to take up to 1 month of paid leave. This leave may be extended by up to 2 weeks if the child requires an additional period of parental care.
1.12.11. Leave without Pay

In certain circumstances the organization will grant an employee a period of leave without pay.

These circumstances will be judged on an individual basis but could include, for example: - Extended family illness; or similar extenuating circumstances. Before applying for leave without pay all earned leave must be taken.

1.12.12. Study Leave

The employee is entitled to a maximum of ten (10) paid study leave per academic year/annum. Request for study leave shall be accompanied by evidence.

1.12.12.1. Requesting Leave

[See Employee Handbook]

The CEO/Executive Secretary reserves the right to approve leave schedules to balance the requirements of the organizations and the leave needs of the employees. Employees are requested to plan their leave outside of core times as guided by the work-plan, donor timelines, pre-arranged commitments and schedules.

1.12.12.2. Sick Notification

If you are unable to attend work because of illness, please notify your Manager and team as follows, unless your workday commitments require an earlier notification, a Doctor’s note may be requested by your team Manager.

<table>
<thead>
<tr>
<th>Minimum Notification for Sick Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
</tr>
<tr>
<td>Team members</td>
</tr>
</tbody>
</table>

If you have appointments on these days, ensure that you have made plans from colleagues’ to attend to these appointments in your absence. Ensure that arrangements are made a day before or with as much notice as possible to ensure a minimum disruption to our clients and service delivery. *Does this apply in emergency situations?*

1.13. Safety and Security

It is every employee’s duty to ensure that reasonable precautions and measures are taken to prevent accidents at the work place. An accident involving any of the following must be reported to Management immediately after its occurrence:

1.13.1. A member of staff on duty,
1.13.2. A member of staff whilst off duty on any form of transport owned or operated by the organization;
1.13.3. Third parties whilst on the organizational premises or whilst travelling in any form of transport operated by the organization. Prior authority should
be obtained before a third party can use the organization’s transport. An accident report must be compiled in every accident involving any of the above.

1.13.4 All major accidents or loss of property must forthwith be reported to Finance and Admin to facilitate support.

1.13.4.1. Workplace Safety

If you see unsafe work conditions, advise other personnel in the vicinity and report the problem immediately to any Manager. Remember that no employee is expected to take unnecessary risks. At no time should a safety hazard be left unattended or unsecured.

Should an employee find or have reported to them, an unsafe or hazardous situation, i.e., liquid on a floor, electrical hazard, unsecured debris etc., that employee must secure the area immediately. If safe to do so the staff member should resolve the situation personally or have the situation resolved. If the staff member is not able to deal with the hazard personally, they must ensure that a qualified individual is notified as soon as practical. As soon as practical, a Manager should be notified of the hazard.

Should the safety hazard require attention that would not be forthcoming immediately, the area of the hazard should be placed out of order, or be barricaded in such a fashion that it no longer poses a safety hazard to clients or to staff members.

1.13.4.2. Accident Reporting

Care should be exercised at all times to ensure safe working conditions are maintained. Negligence and carelessness are not acceptable performance standards and will be subject to disciplinary action.

1.13.4.3. Office Security

No un-authorised persons are allowed to enter the premises nor possess office keys. All access keys are under the care of Managers and other authorised persons.

The following basic rules must be observed
1.13.4.2.1. Locking and unlocking the premises is limited to authorised persons
1.13.4.2.2. Access to security codes and system are limited to authorized persons.
1.13.4.2.3. Passwords and codes will be changed frequently to ensure maximum security
1.13.4.2.4. All security relating to the premises must be reported to Finance and Administration immediately
1.13.5. Health, Safety and Security

1.13.5.1. Smoking
Smoking is not permitted in the workplace or within 50 ft (17 meters) of the access doors.

1.13.5.2. Fire Prevention and Safety
Our buildings are equipped with the required fire prevention equipment. These fire safety features rely on keeping fire exits cleared. Know the location of all the fire exits and extinguishers in the office. If you smell smoke or discover a fire, immediately follow the instructions located in strategic exits. Remain calm and keep a smoke-free fire exit between you and the fire. When advised by management to evacuate the building.

1.13.5.2.1. Remain calm.

1.13.5.2.2. Assist all colleagues and clients in orderly fashion to the nearest fire exit.

1.13.5.2.3. Once all personnel have been evacuated, assemble in front of the premises and await further instructions.

1.13.5.2.4. Once you have vacated the building, do not attempt to re-enter unless directed to do so by the Fire Department.

1.13.5.3. HIV AND AIDS and the workplace

LEGABIBO recognises HIV and AIDS as a workplace issue. As an advocacy organization in the area of HIV and human rights, LEGABIBO is committed to leading by example in integrating a human rights-based approach to the response to HIV and AIDS.

1.13.5.3.1. Non-discrimination
No discrimination against workers on the basis of real or perceived HIV status shall be entertained. We note that discrimination and stigmatization of people living with HIV and AIDS inhibits progress, productivity at the workplace and efforts aimed at promoting HIV and AIDS prevention nationally.

1.13.5.3.12. Screening
Job applicants will not be screened for HIV and AIDS as a pre-requisite for employment or work in LEGABIBO.
I.13.5.3.3. Continuation of Employment Relationship

HIV status will not be used as grounds for evaluation or recommendation nor a cause for termination of employment by itself.

I.13.5.3.4. Confidentiality

LEGABIBO acknowledges that there is no justification for asking job applicants or workers to disclose HIV-related personal information, nor should coworkers be obliged to reveal such personal information about fellow workers. In the event that an employee in their own volition elects to disclose, such confidential information shall not be shared with third parties.

I.13.5.3.5. Disclosure

The policy acknowledges that individuals have the right to their privacy and the right not to disclose their personal information shall be respected by management.

I.13.5.3.6. Social Dialogue

LEGABIBO embraces dialogue, training and support on HIV-related matters as a guiding principle for a human rights approach to addressing HIV.

I.13.5.3.7. Gender Equality

LEGABIBO shall, through this policy; recognise the importance of gender dimensions of HIV and AIDS: gender inequalities, socio-cultural factors that contribute to discrimination, and placing both men and women at greater risk of negatively being affected by HIV.

I.14. Volunteers

LEGABIBO regards volunteering as an important contribution to the resources of the organisation. LEGABIBO defines a volunteer as an individual who performs a service for a public agency for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. All volunteers offer their services of their own free will and perform tasks at the direction of, and on behalf of, LEGABIBO. LEGABIBO has a volunteer policy that defines clearly what the expectations are in relation to volunteerism.

(see volunteer policy)
Interpretation of the Conditions of Service and Policies

Authority of interpretation of these conditions of service is vested with the CEO/Executive Secretary of LEGABIBO.

Any dispute arising out of interpretation of these conditions of service shall be referred, in writing by the aggrieved party, to the CEO/Executive Secretary, who shall respond to such grievances within 15 calendar days.

Should the employee remain aggrieved, they may approach the Executive Committee/Board in writing. The Executive Committee/Board’s decision on the matter shall be final.

DATED ..............

SIGNED

__________________________  _______________________________________
(Board chairperson)         (Chief Executive Officer)

For more information contact:
LEGABIBO Executive Director, P.O. Box 550430, Plot 37823, Kobe Cres, Block 6, Gaborone.
Tel: 3167425, Fax: 3167465, Mobile: 71340794
Protect. Promote. Defend