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SWAZILAND GOVERNMENT GAZETTE EXTRAORDINARY

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PART C - LEGAL NOTICE

137. King's Office and Royal Household (Terms and Condition of Service) Regulation Notice, 2014.. S1

LEGAL NOTICE NO. 137 OF 2014**THE ROYAL EMOLUMENTS AND CIVIL LIST ACT, 1992
(Act No. 17 of 1992)****KING'S OFFICE AND ROYAL HOUSEHOLD (TERMS AND CONDITION
OF SERVICE) REGULATION, 2014
(Under Section 15)**

In exercise of the powers conferred by section 15 of the Royal Emoluments and Civil List Act, 1992, the Minister for Finance issues the following Regulations-

Citation and Commencement

1. (1) This Notice may be cited as the King's Office and Royal Household (Terms and Condition of Service), Regulations, 2014.
- (2) These Regulations shall come into force on the date of publication in the gazette.

Interpretation

2. In this regulations unless the context otherwise requires -

"Employee" means all staff employed, whether permanent or not, at the King's Office or the Royal Household on or before Vesting Day;

"Employer" means the Royal Board of Trustees;

"Managerial level" means the level of employees who earn from grades C5 to F5 and have control power to subordinates on behalf of the employer or any designated person.

"Pensionable period" means actual unbroken service excluding all employees who serve on seasonal, contract and part-time basis and those who have attained the retirement age;

"Royal Board of Trustees" means the Board as defined in the Civil List Act No.17 of 1992 and will be regarded as the authorities in as far as the Regulations are concerned;

"Vesting day" means the date of commencement of these Terms and Conditions of Service;

Application

3. (1) These terms and conditions of service shall apply to all employees of the King's Office and Swazi National Treasury which is now called the "King's Office".

(2) These terms and conditions of service shall form part of the individual contract of employment, as though specifically incorporated therein.

Administration and Application

4. (1) The authority for the administration of the terms and conditions is vested in the Chief Officer as the Secretary of the Board of Royal Trustees.

(2) The Chief Officer may issue directives and circulars to amplify or draw attention to the provisions on specific terms and conditions.

(3) All potential employees of the King's Office shall before appointment be vetted, through police clearances, references and medical certificates.

(4) The Official Secrets Acts of 1968 shall apply to all employees of the King's Office.

Legislation Governing the Terms and Conditions of Service of the Employees

5. (1) The authority for the appointment, discipline and termination of service of employees is contained in the Civil List Act No. 17 of 1992.

(2) The authority for pension and other retirement benefits is contained in the Public Service Pension's Fund 1993 and in the Regulations made under that law.

PART I

Recruitment, Appointment and Redeployment of employees

1. At Managerial Level

- 1.1 The recruitment and appointment of staff at managerial level shall be the responsibility of the Royal Board of Trustees and such appointments shall only be effective after the approval of His Majesty the King.
- 1.2 The Chief Officer shall submit to the Royal Board of Trustees a request for the recruitment and appointment of staff at managerial level.
- 1.3 When the recruitment request is approved, the Royal Board of Trustees then headhunt for external applicants for the vacant position, through the Chief Officer, who makes the recommendations.
- 1.4 The Royal Board of Trustees will interview the applicants for recruitment to ensure suitability for the position to be filled.
- 1.5 The Royal Board of Trustees will rank the top four applicants and recommend to the Appointing Authority, His Majesty the King.
- 1.6 Where the top two ranked persons include an internal employee, the Royal Board of Trustees must satisfy itself that it is in the interest of the office to employ an external person; otherwise preference has to be given to the internal employee.
- 1.7 The Royal Board of Trustees shall ensure that the preferred candidates are security vetted before they are recommended for recruitment.
- 1.8 The appointing authority reserves the right to make the final decision on employee to be recruited.
- 1.9 Nepotism must be avoided at all times.
- 1.10 The Royal Board of Trustees may engage an external recruitment agent where necessary.
- 1.11 Transfers within Departments are the prerogative of the Head of Department through the Human Resources Director.
- 1.12 Transfers outside the Department but within the Kings Office shall be authorized by the Chief Officer through the Human Resources Director.

2. *At Lower Level*

- 2.1 The recruitment and appointment of staff at lower categories shall be the responsibility of the Chief Officer, such appointments shall only be effective after the approval of the Royal Board of Trustees.
- 2.2 There shall be a Recruitment Committee appointed by the Chief Officer.
- 2.3 The Recruitment Committee shall submit to the Chief Officer a request for the recruitment and appointment of staff at lower levels.
- 2.4 The Recruitment Committee will receive from Heads of Departments requests for recruitment, appointment and redeployment of staff at a lower level.
- 2.5 The Committee will screen all requests and make recommendations to the Chief Officer on the necessity for recruitment.
- 2.6 When the recruitment request is approved, the Committee will then, advertise internally or externally where necessary all the vacancies to be filled.
- 2.7 The Committee shall interview the applicants for recruitment to ensure suitability for the position to be filled.
- 2.8 The Head of the Department shall be a member of the interviewing panel.
- 2.9 The Committee shall rank the top four applicants and recommend to the Chief Officer the suitable applicant for employment.
- 2.10 Where the top two ranked persons include an internal employee, the Committee must satisfy itself that it is in the interest of the office to employ an external person, otherwise preference has to be given to the internal employee.
- 2.11 The Committee shall ensure that the preferred candidates are security vetted before they are recommended for recruitment.
- 2.12 The Chief Officer reserves the right to make the final decision on employee to be recruited.
- 2.13 The Chairman of the committee shall be the Deputy Chief Officer and the Human Resource Director shall be the Secretary. The Committee shall comprise of the following Heads of Department; Finance Director, National Secretary, Chief of Protocol, Estates Manager, Construction Projects Manager and any other person that may be co-opted by the Royal Board of Trustees.
- 2.14 Nepotism must be avoided at all times.
- 2.15 The Recruitment Committee shall recommend to the Chief Officer for the engagement of an external recruitment agent where necessary.
- 2.16 Half yearly performance appraisal reports shall be prepared for all staff members and shall be prepared by his immediate supervisor (for an example, Line Manager or by the Deputy Chief Officer).
- 2.17 The Human Resources Director together with the Line Manager will provide proper induction and orientation to all employees who join the King's Office with particular emphasis amongst others on;

- 2.18 Procedure Manual;
- 2.19 Organizational structure and Culture;
- 2.20 Terms and Conditions of Service, including Key Performance Indicators (KPIs);
- 2.21 General Training;
- 2.22 General records management; and
- 2.23 Confidentiality.
- 2.18 Re-deployment within Departments are the prerogative of the Head of Department through the Human Resources Director.
- 2.19 Transfers outside the Department but within the Kings Office shall be authorized by the Chief Officer through the Human Resources Director.

3. Probationary Period

- 3.1 All employees to be appointed on permanent and pensionable and on contractual basis shall serve a six (6) months probationary period which will form one of the conditions for admittance into the permanent staff including pension. During this period, the employee will be sympathetically guided through the on job training and development, which will be done by the Line Manager.
- 3.2 The Line Manager together with the Chairman of the Recruitment Committee shall submit quarterly performance appraisal reports to the Chief Officer.
- 3.3 On the completion of the probationary period the Chief Officer will submit his report to the Royal Board of Trustees to sanction the admittance to permanent status.
- 3.4 Should the performance of an officer on probation be poor, the Chief Officer may call upon the Line Manager of that officer to advise that officer about the poor performance.
- 3.5 Where there is still no improvement in the performance of that Officer the Chief Officer may request that Officer to leave the King's Office employ. This shall be done through following the appropriate disciplinary procedures. In turn, the King's Office will inform the officer concerned one (1) month before fully due date of confirmation.

3.6 Termination of Probationary Appointment

- 3.6.1 All parties may give one (1) months' notice of their termination of services.
- 3.6.2 Preparation of the employment letter or contract will be delegated to the Human Resources Director by the Chief Officer.

4. Confirmation of Appointment

All confirmed officers shall qualify and comply with all terms and conditions of service including pension of the King's Offices.

5. Retirement(s)

- 5.1 The compulsory retirement age shall be sixty years.
- 5.2 All retirements of the employees shall be in accordance with The Public Service Pensions Order of 1993 and the Retirements Fund Act, 2005.

5.3 All retiring employees shall be bought gifts not exceeding one thousand Emalangeni (E1 000.00). This figure may be reviewed every after five (5) years by the Royal Board of Trustees when the need arises.

5.4 Employees performing special duties assigned by their Majesties shall be exempted to this term and condition.

6. *Contracts Appointment*

6.1 All contract employees in the managerial positions will be appointed for a specific period and their terms and conditions of service may be negotiated and agreed between the Royal Board of Trustees and themselves. Such agreements will form part and parcel of their contracts which will be duly acknowledged and signed by all concerned parties.

6.2 All contract employees in the lower categories of staff appointed for specific period shall have their terms and conditions of service negotiated and agreed between the Chief Officer and themselves. Such agreements will form part and parcel of their contracts which will be duly acknowledged and signed by all concerned.

6.3 All contract employees will get twenty-five percent (25%) gratuity at the expiry of their contracts of their basic salary over the contract period or pro-rata.

6.4 Civil Servants who are seconded to the King's Office from shall be vetted and confirmed in writing by the Chief Officer and such re-deployment to the King's Office shall not in any way disadvantage that employee.

6.5 On the death of contract employee(s), their benefits will be calculated on pro-rata basis of the service put in.

6.6 The provision of medical examination will also apply to contract appointments.

7. *Termination of Appointment*

7.1 It shall be fair for the King's Office to terminate the services of an employee as per Section 36 of the Employment Act of 1980 where-

- 7.1.1 the conduct or work performance of the employee has, after written warning, been such that the employer cannot reasonably be expected to continue to employ him;
- 7.1.2 the employee is guilty of a dishonest act, violence, threats or ill treatment towards his employer, or towards any member of the employer's family or any other employee of the undertaking in which he is employed;
- 7.1.3 the employee intentionally or willfully causes damage to the buildings, machinery, tools, raw materials, property or other objects connected with the undertaking in which that employee is employed;
- 7.1.4 the employee, either by imprudence or carelessness, endangers the safety of the undertaking or any person employed or resident therein;
- 7.1.5 the employee has willfully revealed manufacturing secrets or matters of a confidential nature to another person which is, or is likely to be, detrimental to his employer;
- 7.1.6 the employee has been absent from work for more than a total of three (3) working days in any period of thirty (30) days without either the permission of the employer or a certificate signed by a medical practitioner certifying that that employee was unfit for work on those occasions;

- 7.1.7 the employee refuses either to adopt safety measures or follow the instructions of the employer in regard to the prevention of accidents or disease;
- 7.1.8 the employee has been committed to prison and thus prevented from fulfilling his obligations under his contract of employment;
- 7.1.9 the employer is unable to continue in employment without contravening this Act or any other law;
- 7.1.10 the employee is redundant;
- 7.1.11 the employee has attained the age which in the undertaking in which the employee was employed is the normal retiring age for employees holding the position that the employee held;
- 7.1.12 *for any other reason which entails for the employer or the undertaking similar detrimental consequences to those set out in this section;*
- 7.1.13 *the periods of notice of termination of employment for an employee on probation shall be in accordance to clause 3.5 of this terms and conditions of service whilst any other employee shall be three (3) months' notice or pay in lieu of as the case may be.*

8. Harmonious Relations

- 8.1 There shall be the establishment of the Disciplinary and Grievance Handling structures and the Workers Representative Committee.
- 8.2 There shall be regular and fixed senior management meetings that will be held at least once a month.

9. Pensions Scheme

- 9.1 The King's Office employees shall remain as members of the Government Pension Scheme as detailed in The Public Service Pensions Order 1993.
- 9.2 All permanent and pensionable employees of the King's Office will remain on permanent and pensionable terms.

PART II WORKING HOURS

10. Hours of Work

The normal working week for all employees of the King's Office other than the Royal Household staff shall be forty-five (45) hours.

10.1 General Employees

Monday to Thursday	:	0800hrs to 1645 hrs
Friday	:	0800hrs to 1630 hrs

10.2 Royal Household

Saturday/Sunday	:	0800hrs to 1200hrs
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11. Holidays and Types of Leave

11.1 Public Holidays

All Public holidays shall be observed as they are declared by the Government of Swaziland and they shall be on full pay.

12. Leave Earning Per Annum

The leave year shall be the year commencing April 1 ending on the last day of March the following year. Unexpired leave entitlement may be carried from one year to the next, up to the end of June of each year, although such carry-over of leave shall be discouraged. Every employee must take at least seven (7) working days leave per year and may only carry over the balance of the leave days up to a maximum of three (3) years.

12.1 Annual Leave Entitlement

Except where existing employees are conditioned to a better leave entitlement, and subject to the provisions of paragraph 4 of this Section, employees shall be entitled, in addition to public holidays, to leave as follows.

GRADES	NUMBER OF LEAVE DAYS
A1 – A4 B1 – B3	15 working days
A5 – A8 B4 – B8 C1 – C7 D1 – D4 E1	20 working days
D5 – D8 E2 – E7 F1 – F5	25 working days

12.2 Employees leaving the Service

On leaving the Service of the King's Office, the employee shall be entitled leave or to any salary payment in lieu of leave entitlement standing to his credit on that date of such departure.

12.3 Special Leave

12.4 Compassionate Leave

12.4.1 Compassionate leave with full pay shall be granted to a female employee who is widowed by the death of her husband from date of death to date of burial plus two(2) calendar months from the date of the funeral.

12.4.2 Paid leave which is granted on the death of a wife shall commence from the date of death to date of burial plus twenty – eight (28) calendar days from the date of the funeral.

- 12.4.3 Paid leave which is granted on the death of a close relative, daughter, son, parents, brother, sister and wholly dependants shall commence from the date of death to date of burial plus seven (7) calendar days from the date of the funeral. An employee applying for such compassionate leave shall provide the fullest detail and evidence in support of the application.

13 Maternity Leave

- 13.1 Maternity leave with pay shall only be granted to women employees who have continuous service with the King's Office of at least 12 months at the date of the commencement of the maternity leave.
- 13.2 A period of ninety (90) calendar days post natal leave on full pay shall normally be taken after date of birth.
- 13.3 Paid maternity leave shall normally be granted at intervals of not more than two years from the birth of each child.
- 13.4 The granting of such leave shall be subject to the issue of medical certificates issued by a medical practitioner or midwife setting forth the executed date of confinement, the actual date of confinement and such other evidence as is reasonable having regard to all the circumstances of the case.

14 Study Leave

- 14.1 For any training related matters, the office shall refer to the In – Service Training Policy of the Government of Swaziland.
- 14.2 Study leave will be approved by the Royal Board of Trustees.

15 Study Loan

Employees will be provided with study loans to further their studies with reputable institutions and relevant fields to be approved by the Royal Board of Trustees.

16 Sick Leave

- 16.1 An employee abridged by illness or accident to be absent from duty must, within 48 hours of absence inform the appropriate supervising officer, at the same time stating, if possible, the nature of the illness or injury and the possible duration of absence.
- 16.2 The Registered Medical Practitioner treating the employee shall provide the appropriate certificate of illness not later than the third day of absence. In the event that an illness certificate is not provided, the absence shall be unpaid apart from the question of disciplinary action being taken against the employee.
- 16.3 Subject to the following provisions of this section an employee who is incapable of work due to sickness or injury shall be entitled to sickness pay in accordance with the following scale:-

Period of Sickness	Period of Sickness Pay in Months
Not exceeding 6 months	Full Pay
Exceeding 6 months but not Exceeding 1 year	Half Pay
Exceeding 1 year	Discretion of the Royal Board of Trustees

17 Long service leave

Employees who have been in continuous employment for a period of 5 years, shall be entitled to one day additional leave on top of their annual leave entitlements.

18 Unutilized annual leave payments

All employees are supposed to take their annual leave days. There may be situations whereby the Head of Department authorizes that the annual leave days be deferred for various reasons. This means that the deferred annual leave days may be utilized by the end of June in the next financial year. Where employees are unable to go on leave during that period, then they will be entitled to be compensated in lieu of their leave days.

Employees need to get authority and a justification from the Heads of Department about the payments of their leave days. This will be approved by the Chief Officer.

19 Funeral Policy

The Office will contribute E10, 000-00 (Ten Thousand Emalangeni Only) towards the funeral expenses for *bona fide* employees.

The Office will also provide transport, firewood and water to assist the deceased family in preparation for funeral.

20 Industrial Accident or Disease

In case of an Employment accident or Industrial Disease the Workmen's Compensation Act shall apply.

21 Salaries, Increments and Promotions

21.1 Salaries

Salary Grades shall be those of the Civil Service plus two grades above, this is in respect of Grades and Salary Structures with commensurate job titles and qualifications.

21.2 Promotions

- 21.2.1 There shall be a Promotions Board appointed by the Chief Officer to determine promotions of staff.
- 21.2.2 Promotions shall depend on the existence of a vacant higher paying salary post and will be based on merit with the selection process mentioned earlier under appointments.
- 21.2.3 When considering the promotion of officers in the same grade and post, the promotions' board shall consider the qualifications, experience and seniority together with performance of that officer.

21.3 Salary Increments

- 21.3.1 Salary increments will be based on the Swaziland Government Regulations existing at that point in time.
- 21.3.2 Increments shall be paid every 1st April each year until the maximum salary grade (Notch) of the employee is reached.

21.3.3 The qualifying period shall be a minimum of six months at 1st April.

21.3.4 A positive appraisal shall be required.

PART 3

ALLOWANCES

All allowances are subject to yearly review from April and shall be dependent on the financial position of the organization.

1. Subsistence Allowances – Internal Travel

- 1.1 Where an employee at the Maintenance Department is required to work outside his normal work station, he shall be provided with accommodation and food.
- 1.2 For other employees, the Office shall pay for full boarding and lodging in a hotel.
- 1.3 For rates of allowances within Swaziland, the Government rates shall apply.

2 Subsistence Allowances – External Travel

- 2.1 The objective of paying subsistence allowance to an employee when he is required to travel on official duty outside the country is intended to compensate him for the expenses he incurs as a result of such traveling.
- 2.2 It is not intended that an employee shall make a profit from such allowances; If the employee does otherwise he shall render himself liable to disciplinary action, including the likelihood of criminal proceedings being taken against him.
- 2.3 Government rates shall apply to those staff that will be travelling with His Majesty the King, Her Majesty the Queen Mother and Emakhosikati outside Swaziland.
- 2.4 For those staff members that will not be travelling with His Majesty the King, Her Majesty the Queen Mother and Emakhosikati, but will be sent by them and those that will be travelling on other official duties, they will be entitled to a stipend of E1,500-00 per day. The E1, 500-00 per day shall apply for a period of five (5) days and E750-00 per day for the additional consecutive days. This arrangement shall apply to those travelling to the Republic of South Africa and the Republic of Mozambique.
- 2.5 For Officers that will be attending Meetings, Workshops and Conferences, full Government rates shall apply.
- 2.6 For Officers that will be travelling to either South Africa or Mozambique and returning the same day, they will be entitled to an allowance of E200-00.

3. Substitute Duty Pay / Relief Allowance

- 3.1 Substitute duty pay shall be paid for Court Presidents and Court Clerks where relief is required. Provided the employee has been away from his/her duty station for more than six (6) hours a day.
- 3.2 The qualifying period shall be 3 weeks continuous relief duty and not exceeding 24 weeks. The office shall pay food and accommodation in a nearest hotel.

4. *Special Duty Inconvenience Allowances*

Work in excess of hours enumerated in Section 2 shall be discouraged, however, if it occurs it shall be treated as follows:-

- 4.1 Normal hours shall be forty-five (45) hours per week.
- 4.2 There will be no overtime payment except for the following categories of employees whose nature and scope of work is such that from time to time, they have to work long hours, including weekends and public holidays. Because of this factor, they cannot draw normal overtime for such work. However, they are entitled to special duty allowance, which is a monthly flat rate.

The job categories and applicable allowances are shown below.

JOB CATEGORY	ALLOWANCES
Housekeeping, Cleaners and Tidzandzane TaBomake	E1, 000-00
Drivers	33% of basic salary paid
Protocol Officers	E2, 000-00 and will be required to undertake shifts on a rotational basis
Maintenance and Grounds men Department	10% of basic monthly salary for senior staff (Clerk of Works, Foreman and Inspectors) and 33% of basic monthly salary for the other employees.

Please note that the overtime will be claimed the normal way but it will not exceed the above stated amounts. The overtime and standby allowances shall not run concurrently.

- 4.3 All cases of overtime allowance shall be recommended by the Supervisors or Heads of Sections and approved by the Chief Officer.

5. *Airplane Flight Classes of Travel for Different Employee Grades*

The Swaziland Government circular shall apply.

6. *Motor Vehicle Allowances*

In authorizing an employee to use his private motor vehicle for official duties and in approving subsequent claims for motor vehicle allowances, the Departmental Director or his delegate shall ensure that the utmost economy is practiced.

The following rates shall apply:

Up to 1500 cc	-	E2.26 cents per kilometer
1501 to 2000 cc	-	E2.42 cents per kilometer
2001 and above	-	E2.67 cents per kilometer
Motor cycles	-	E1.48 cents per kilometer

7. Travel between Home and Duty Station

7.1 Bus Allowance

- 7.1.1 An employee shall not be entitled to bus allowances for journeys between his home and place of work except where because of circumstances beyond his / her control, it is necessary for him to reside at a distance in excess of 6 kilometers from his / her place of work.
- 7.1.2 In such cases the Departmental Director may authorize the payment of bus allowance at a reduced rate of 19 cents per kilometer with a ceiling of E400-00 per month where applicable for the distance in excess of 12 Kilometers per working day.
- 7.1.3 Heads of Department shall submit to the Human Resource Department each six (6) months, that is, on the 10th December and 10th June each year each year, a schedule of employees whom they recommend as being eligible for this allowance.
- 7.1.4 The schedule should contain the following data:
 - 7.1.4.1 Name of employee and post held
 - 7.1.4.2 Salary grade and notch
 - 7.1.4.3 Place of residence and its distance from the place of work
 - 7.1.4.5 Registration number of vehicle and licensed engine capacity
- 7.1.5 When the schedules have been approved, they will be valid for a period of six (6) calendar months, after which fresh authorization shall be required.
- 7.1.6 Failure to submit schedules by the due date will mean that employees' entitlements to such an allowance will be reviewed on special submission.
- 7.2 Provisions Covering the Payment of a Re-imbursive Transport to Officers

GRADES	TRANSPORT ALLOWANCE
F2 – F5 E6 – E7	E10, 611-00
F1 E4 – E5 D7 – D8	E5, 306-00
E3 and D6 Foreman in the Maintenance Dept	E2, 500-00

These officers have an option to either rescind this allowance in writing in favor of using a vehicle provided by the office.

8. Communication – Residential Telephone and Mobile Telephone Allowances

Government rates as per the circulars shall apply. However, in the case of the residential telephone allowance, employees may choose to either request the Office to pay to the service provider or to pay them directly.

10. Loans**10.1 Car Loans**

The Swaziland Government facility on car loan shall apply.

10.2 Housing Loans

The Swaziland Government facility on housing loan shall apply.

11. Housing Allowance

Officers shall be paid housing allowance according to their pay grades. See the following table;

GRADES	HOUSING ALLOWANCE ENTITLEMENT
A1 – A3 B1 – B2	E346-00
A4 – A6 B3 – B5 C1 – C3	E650-00
A7 – A8 B6 – B8 C4 – C7 D1 – D5 E1 – E3	E661-00
D6 – D8 E4 – E7 F1 – F5	E715-00

12 Acting Paid Appointment

An Officer who has been delegated to act for any position in the King's Office that attracts an acting allowance shall be eligible to be paid the acting allowance once he/she has acted in that position for a period of at least fifteen (15) calendar days or more in a month. This shall be calculated in such a way that it is the difference between the present basic salary of the officer who is acting and the entry point basic salary of the officer acted for, plus entertainment and commuted car allowances (calculated pro-rata).

13 Cost Sharing for Officers Housed by the Institution

Employees with the above benefit shall be required on a cost sharing basis to pay on a monthly basis as follows.

Category A

One bedroom house	E50-00
One bedroom flat	E50-00

Category B

Two bedroom house low cost E60-00

Category C

Two bedroom flat E111-00

Two bedroom house executive E111-00

Category D

Three bedroom with lockable garage and servant's quarters E124-00

Category E

Four bedroom house and above E159-00

PART 4

DISCIPLINARY CODE AND PROCEDURE

1. General

- 1.1 Discipline is any action taken by Management in response to any breach of the implied and expressed contract of employment, and these terms and conditions of service or any unsatisfactory employee behavior or performance with the objective of improving and maintaining employee behavior and performance.
- 1.2 It is Management's responsibility to maintain discipline within the working situation and the various forms of disciplinary action should be taken by the appropriate level of authority as specified in the disciplinary procedure.
- 1.3 The objective of the Disciplinary Code and Procedure is to ensure that;
 - a) Disciplinary action is standardized and consistent.
 - b) Disciplinary action is used by supervisors and managers as a guide for handling cases of misconduct.

2. Procedure

- 2.1 All disciplinary cases should be monitored to ensure consistency and that the correct standard of disciplinary action is being implemented.
- 2.2 Disciplinary action should be taken immediately but such action will depend upon the circumstances of the case.
- 2.3 Considerations may include the following:-
 - 2.3.1 The consequences of the incident to the King's Office,
 - 2.3.2 The employee's service with the King's Office,
 - 2.3.3 The employee's record of conduct,

2.3.4 The employee's work performance, and shall be decided by Management at the appropriate level of authority. After a period of twelve (12) months, a previous record of misconduct shall not be considered.

2.4 When disciplinary action is considered necessary, the Chief Officer should ensure that the following points are covered:-

2.4.1 That the circumstances of the offences are thoroughly investigated

2.4.2 That the statements giving full details of the offence are prepared;

2.4.3 That the employee is informed in writing that:-

2.4.3.1 disciplinary action is being considered,

2.4.3.2 he/she may be represented or accompanied by a Representative who is an employee of the King's Office,

2.4.3.3 he/she has a right to call witnesses

2.4.4 A formal hearing is arranged where the employee is presented with the facts and given the opportunity to reply.

2.5 Only after the formal hearing, is disciplinary action decided upon by the Chairman.

2.6 All disciplinary action, except verbal warnings, should be witnessed by the employee representative if present. Such disciplinary action shall be recorded and attached (See Annexure 1 - Disciplinary Report) to the employee's personal file and shall be signed by the employee and his representative if present as acknowledgement that disciplinary action was administered or that the employee wishes to appeal.

2.7 An employee may appeal against any disciplinary action taken against him by using the steps in the company structure, within thirty (30) days, in writing, clearly setting out the basis of the appeal, either against the decision or sanction.

2.8 The Chairman of the Royal Board of Trustees shall Chair the Appeal hearing.

2.9 The Chairman of the Disciplinary Hearing shall be an outside appointee.

2.10 In attendance will be the plaintiff, respondent (employees) and a representative of the respondent (employee). Not clear what this paragraph intends to say, kindly clarify

3. Types of Disciplinary Action

3.1 *Informal Verbal Warning*

3.1.1 This is an ongoing process between an employee and his immediate Supervisor.

3.1.2 This process shall involve providing support to the employee where necessary.

3.2 *First Written Warning*

3.2.1 This may be used when informal methods fail, for:

3.2.1.1 Single acts of misconduct which are fairly serious in themselves;

3.2.1.2 Single acts of bad workmanship;

3.2.1.3 Continuous poor work performance;

3.3 Second Written Warning

This may be made in the event that an employee repeats the same offense within twelve months of the immediate past written warning.

3.4 Final Written Warning

This may be used:

- 3.4.1 When previous warnings have failed to bring about an improvement in the conduct or performance of the employee;
- 3.4.2 When the misconduct or performance are of a serious nature that a first written warning is not appropriate.
- 3.4.3 The final written warning is a last attempt by the King's Office to bring an improvement in the employee's behavior.

3.5 Dismissal

This is used:

- 3.5.1 After a written warning has proved to be ineffective and/or
- 3.5.2 in cases of serious violation of discipline.
- 3.5.3 As a last resort.

3.6 Summary Dismissal

This is used in cases of gross misconduct which requires the immediate cessation of the employer/employee relationship. Summary dismissal is dismissal without notice but may be used only after conducting a hearing and/or enquiry.

3.7 Expiry of Warning

The life of a warning letter is twelve months. Subsequently such a letter is removed from the employee's record provided that no similar offense has arisen during the currency of a prior warning letter.

4. Suspension

An employee may be suspended from work depending on the seriousness of the offence(s) and pending institution of any disciplinary proceedings against him/her.

4.1 Suspension with pay

- 4.1.1 Suspension with pay may be applied during investigations of a serious breach of conduct. Pending the finalization of the investigation, the employee will be paid a full salary but will not be eligible to apply for other benefits offered by the Kings Office such as a car or study loan.
- 4.1.2 During an investigation of an incident and pending appropriate disciplinary action, the length of which should be kept to a minimum of two calendar weeks. Any extension thereof must be at the discretion of the Chief Officer.

4.1.3 When the continued presence of the employee on site may be embarrassing to the King's Office or when the presence of the employee endangers the King's Office's property, equipment or personnel and their property.

4.1.4 Suspension with pay is not a punishment but is part of the disciplinary process which is used only under the circumstances described in 4.1.

4.2 Suspension without pay

4.2.1 Suspension without pay shall be given to an employee as a disciplinary measure where the employer has suffered financial loss and investigations are not complete.

4.2.2 If upon completion of investigations, the employee is found innocent, he/she shall be reimbursed his/her withheld salary.

4.2.3 Suspension without pay shall not exceed one month per period of suspension.

5. Terminal Benefits

5.1 Severance Allowance shall only be payable to an employee whose services has been terminated at the insistence of the employer.

5.2 An employee whose services has been terminated in terms of Section 36 of the Employment Act of 1980 as amended shall not be entitled to severance allowance.

6. Code (recommended course of action)

6.1 The following code consists of recommended courses of action and is therefore not binding. Management reserves the right to choose any appropriate disciplinary action having regard to the seriousness of the misconduct and its consequences to the King's Office.

TYPE OF MISCONDUCT	FIRST OFFENCE	SECOND OR THIRD OFFENCE	THIRD OR FOURTH OFFENCE
1. Regular lateness at work	Verbal Warning	Written Warning	Dismissal
2. Unauthorized absence from work	Verbal Warning	Written Warning	Dismissal
3. Incompetence or negligent work	Verbal Warning	Written Warning	Dismissal
4. Failure to follow instructions, standing orders or procedures	Verbal Warning	Written Warning	Dismissal
5. Being in possession of or under the influence of alcohol or drugs during working hours and while on duty	Summary Dismissal		

TYPE OF MISCONDUCT	FIRST OFFENCE	SECOND OR THIRD OFFENCE	THIRD OR FOURTH OFFENCE
6. Refusal to obey lawful instructions from a superior (insubordination)	Written Warning	Dismissal	
7. Discourtesy to a customer or superior	Written Warning	Dismissal	
8. Theft of property belonging to the King's Office, its employees, or customers	Summary Dismissal		
9. Violent assault whilst on duty	Summary Dismissal		
10. Sloth	Written Warning	Dismissal	
11. Committed to Prison	Summary Dismissal		
12. Malicious damage to the Company's property	Summary Dismissal		
13. Forgery, bribery and corruption	Summary Dismissal		
14. Consumption of harmful drugs, e.g. dagga, during working hours	Summary Dismissal		
15. Misuse of Company vehicles and or Assets	Written Warning	Dismissal	
16. Failure to adopt health and safety measures	Written Warning	Dismissal	
17. Littering	Written Warning	Dismissal	
18. Recklessness in discharge of one's duties	Verbal Warning	Written Warning	Dismissal
19. Incompetence - inefficiency at work and failure to assist others to carry out work to required standards	Written Warning	Dismissal	
20. Loafing on duty	Verbal Warning	Written Warning	Dismissal
21. Carelessness in the performance of duties	Written Warning	Dismissal	
22. Concealment of defective work	Written Warning	Dismissal	

TYPE OF MISCONDUCT	FIRST OFFENCE	SECOND OR THIRD OFFENCE	THIRD OR FOURTH OFFENCE
23. Negligent loss of King's Office's property or assets	Written Warning	Dismissal	
24. Intimidation	Written Warning	Dismissal	

7. LEVELS OF DELEGATED AUTHORITY

ALL DEPARTMENTS	
DISCIPLINARY ACTION	AUTHORITY
1. Verbal Warning	All Line Managers and including the Chief Officer
2. Written Warning	All Line Managers and Chief Officer
3. Dismissal	Chief Officer
4. Appeal from Dismissal	Chairman of the Royal Board of Trustees

N. B. Disciplinary action involving the Chief Officer to be conducted by the Royal Board of Trustees.

ANNEXURE I

DISCIPLINARY REPORT

Date of Hearing: _____

Nature of Hearing (1st Appeal, etc) _____

Chairman: _____ Designation: _____

Employee: _____ Job Title: _____

Representative: _____ Job Title: _____

Nature of misconduct (specify)

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

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

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

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

Chairman's Signature: _____ Date _____

Employee Signature: _____ Date _____

Witness: _____ Date _____

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

Employee Signature: _____

Date: _____

ANNEXURE II

DISCIPLINARY FORM

FORMAL WRITTEN WARNING:

Name of Employee: _____

Id. No.: _____

Job Title: _____

Department: _____

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

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

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

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

ANNEXURE III**NOTICE OF DISCIPLINARY HEARING**
(in duplicate)

TO : _____

FROM : _____

DESIGNATION: _____

DEPT: _____

NATURE OF ALLEGED MISCONDUCT (specify):

DATE OF HEARING: _____ TIME: _____

VENUE: _____

NOTE:

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

SIGNED: _____

DATE: _____

ACKNOWLEDGEMENT OF NOTIFICATION

I, _____ confirm receipt of the above notice.

SIGNED: on this _____ day of _____ 20_____.

ANNEXURE IV**APPEAL FROM DISCIPLINARY ACTION (in duplicate)***(Print clearly)***A. TO BE COMPLETED BY THE EMPLOYEE**

1. Name of employee: _____
2. Employee Number: _____
3. Job Title: _____
4. Department: _____
5. Level at which this appeal is submitted: _____
6. Nature and date of disciplinary action taken and which is the subject of this appeal (please attach a copy of any formal disciplinary action taken)

7. On which ground is this appeal submitted?

8. Signature of employee: _____
 Date: _____
9. Signature of employee representative (if any): _____

PART 6**GRIEVANCE AND DISPUTE PROCEDURE****1. INTERPRETATION**

- 1.1 This procedure shall be used in all cases where an employee or group of employees have a grievance or dispute to submit to the management of the King's Office prior to any report being made to the Commissioner of Labour, and shall further constitute part of the terms and conditions of employment under which an employee is engaged.
- 1.2 For the purposes of this procedure, a reference to an "employee" means an employee of the King's Office who is engaged on a permanent / temporary basis / probation or acting in a senior position.

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

- 1.3.1 The entitlement of any employee or group of employees to any benefit under a contract of employment or under the terms and conditions of service which may have been entered into at any time;
- 1.3.2 The appointment, employment, re employment or re instatement of any person or group of persons;
- 1.3.3 The application to any employee or group of employees of any law in Swaziland relating to employment; or
- 1.3.4 The terms and conditions of employment of any employee or the physical conditions under which an employee may be required to work.
- 1.4 A "dispute" means a dispute submitted to the final level in this procedure by an employee or the Workers Representative, as the case may be, and means any dispute over:
 - 1.4.1 Terms and conditions of employment
 - 1.4.2 The recognition or non recognition of any person or organization seeking to represent employees in the determination of their terms and conditions of employment;
 - 1.4.3 The negotiation of terms and conditions of employment being dealt with by the Workers Representative.

2. GENERAL PRINCIPLES

- 2.1 It is the policy of the King's Office that all employees have the right to seek redress for grievances and the right to be represented, and further that management must accept and reply to all grievances, regardless that the grievance may be technically invalid or that another avenue of redress may exist.
- 2.2 Management shall investigate fully and act promptly on each reported grievance taking into account the circumstances of each case and the principles of natural justice.
- 2.3 Management shall inform in the most convenient manner all employees of the names and titles of the management representative(s) who are designated to receive and reply to a grievance.
- 2.4 Any or all the levels in the grievance procedure, except for the final level, may be eliminated at the discretion of the Manager when it appears that the nature and scope of the grievance are such that a decision cannot be given below a certain level in the procedure.
- 2.5 An employee or group of employees who wish to lodge a grievance in writing may do so without fear of victimization and may be represented at each successive step in the grievance handling procedure.
- 2.6 A grievance may not be reported in writing if more than thirty days have elapsed since the issue giving rise to the grievance first arose, save that the Chief Officer may, in any case where he considers it just, extend the time during which a grievance may be reported.

- 2.7 Any grievance in writing shall be submitted in duplicate using the grievance form (Appendix V) and shall include a clear statement of the nature and scope of the dissatisfaction, identifying the circumstances which gave rise to the grievance and the redress asked for.
- 2.8 Management's response to a grievance which has been submitted in writing or transmitted using this procedure shall be in writing and shall provide a clear statement whether the grievance is upheld, partially upheld or denied and shall indicate reasons for the decision.
- 2.9 The time limits stipulated in this procedure may be extended by mutual agreement between management, the employee and, where appropriate, his representative.

3. PROCEDURE

- 3.1 Except as otherwise provided in this procedure and taking into consideration the reporting relationships at the King's Office a grievance in writing shall be processed by recourse to the following steps:
 - 3.1.1 Level 1 - Supervisor
 - 3.1.2 Level 2 - Manager
 - 3.1.3 Level 3 - Chief Officer
- 3.2 An employee, desiring to raise a complaint with which the employee is directly and personally concerned with shall, in the first instance, discuss the matter with his supervisor, and the supervisor shall attempt to resolve the issue.
- 3.3 If, after a complaint has been raised with his supervisor, it appears that the matter will not be resolved to the satisfaction of the employee, the employee may raise the matter as a grievance in writing at the level which corresponds to the reporting relationship directly above that of the employee.
- 3.4 If, after a complaint has been raised by a group of employees with their supervisor, it appears that the matter will not be resolved to the satisfaction of the employee, the employee may raise the matter as a grievance in writing at the level which corresponds to the reporting relationship directly above that of the employee. The group of employees shall choose their representatives of not more than five (5) persons.
- 3.5 The employee shall normally receive a reply to a grievance, at all levels in the procedure, within ten (10) working days after the date the grievance is submitted at that level. Where such decision is not satisfactory to the employee, he may transmit the grievance at the Chief Officer in the procedure within ten (10) working days after that decision has been conveyed to him and to his representative in writing.
- 3.6 Failing a reply from the Chief Officer within ten (10) days that a grievance is submitted the employee may, within the next ten (10) days, transmit the grievance at the next level in the procedure.
- 3.7 When the Chief Officer terminates the services of one or more employees because of any reason other than employee conduct or work performance, the requirements set forth in this procedure shall apply except that a grievance may be submitted at the final level only.
- 3.8 In any grievance submitted in accordance with this procedure, the decision made by the Chief Officer in association with the Human Resource Director shall be final and binding unless the grievance is a class of dispute that may be reported to the Commissioner of Labour under the Industrial Relations Act.

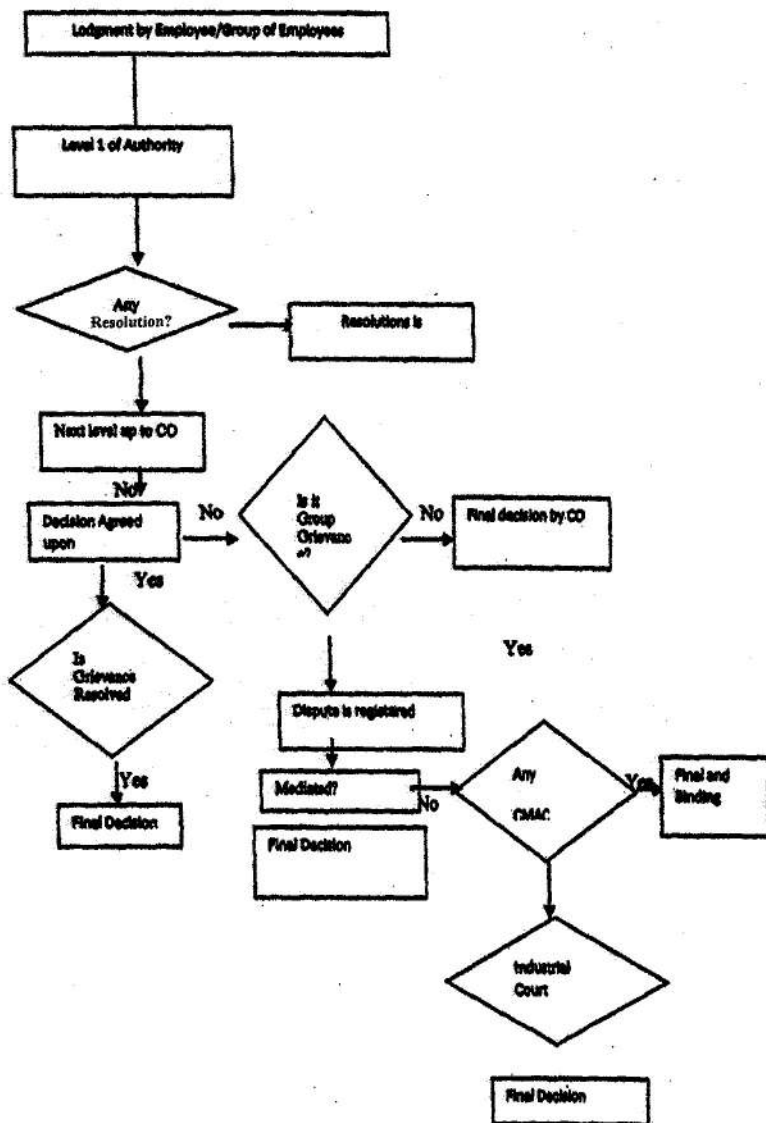
- 3.9 Notwithstanding paragraph 3.10, a dispute or grievance may be referred to third party adjudication by mutual agreement between the aggrieved staff member and the Management Committee and after a decision on the grievance or dispute has been rendered at the final level of the procedure.
- 3.10 No action may be taken pursuant to paragraph 3.11 unless the employee has signified in writing:
 - 3.10.1 His/her approval of the reference to adjudication and,
 - 3.10.2 His/her willingness to represent in adjudication.
- 3.11 A decision rendered in adjudication shall be final and binding on the parties.
- 3.12 The Grievance and Disciplinary procedure is disclosed in the diagram below.

Grievance and Dispute Procedure

to

yes

No



4. HEARING

- 4.1 A hearing on any grievance or dispute which has been submitted in writing may be convened by the appropriate level in the procedure save that the burden of proof shall rest with the employee or group of employees.

5. CONSULTATION

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

6. AMMENDMENTS

- 6.1 The terms and conditions can be amended by management and or employees.
- 6.2 Either party that intends to amend a certain clause shall do so in writing and thereafter submit the proposed amendment to the other party for consideration.
- 6.3 Management reserves the final right to incorporate the amendment after consultations with the workers or their representations.

APPENDIX V
GRIEVANCE REPORT FORM (in duplicate)

(Print Clearly)

A. TO BE COMPLETED BY THE EMPLOYEE

1. Name of employee: _____
2. Employee number: _____
3. Job Title: _____
4. Department: _____
5. Level at which grievance is submitted: _____
 - (a) Level One _____
 - (b) Level Two _____
6. Was this grievance discussed with your supervisor?
 Yes / No. _____
 On what date: _____
7. Please state clearly the nature and scope of your grievance (i.e. this grievance is about)

8. When did you become aware of the matter giving rise to your grievance?

State the date: _____

9. Please give details of the circumstances giving rise to your grievance (i.e. this grievance arose from).

10. What evidence, if any, can you supply in support of your grievance? (i.e. names of witnesses and/or written documents)

11. Please indicate the action or redress asked for:

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

Yes / No

13. Signature of employee: _____

14. Signature of employee representative (if any): _____

B. TO BE COMPLETED BY THE APPROPRIATE GRIEVANCE LEVEL

15. Name, title and signature of either (a), (b) (c) or (d) level

Signature: _____

16. Date on which acknowledgment of receipt of this grievance has been given to the employee and to his representative

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

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

N.B. A copy of this grievance report form will be sent to the Chief Officer**ANNEXURE VI****GRIEVANCE TRANSMITTAL FORM (in duplicate)**

(Print Clearly)

A. TO BE COMPLETED BY THE EMPLOYEE

1. Name of Employee: _____

2. Employee Number: _____

3. Job Title: _____

4. Department: _____

5. Level at which grievance previously submitted: _____

6. Level at which grievance transmitted

(a) Level One _____

(b) Level Two _____

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

Yes / No: _____

8. Date on which you received that decision: _____

9. Please state the reasons why you wish to transmit your grievance at the next level

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

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

Yes/No: _____

12. Signature of employee: _____

13. Signature of employee representative (if any): _____

B. TO BE COMPLETED BY THE APPROPRIATE LEVEL

14. Name, title and signature of either (b) (c) or (d) level

(Signature) _____

15. Date on which acknowledgment of receipt of this grievance transmittal has been given to the employee and to his representative

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

N.B. A copy of this grievance transmittal form will be sent to the Chief Officer

ANNEXURE VII

REFERRAL TO ARBITRATION

1. Memorandum of agreement between the King's Office and an employee being the parties in dispute.
2. Both parties agree that the nature of the grievance/dispute between them is as follows:

3. Both parties acknowledge that all the levels in the grievance procedure have been exhausted and that the grievance/dispute between the above named parties remains unresolved.
4. Both parties hereby agree to submit this grievance/dispute to the arbitration by an independent third party which will have been chosen by both parties from a list of three names submitted by each of the parties in dispute.
5. Both parties agree to give the adjudicator complete freedom to determine the matter, with access to all necessary and relevant information and with the ability to call to be interviewed any person in the undertaking.
6. Both parties agree that the decision of the adjudicator shall be final and binding between themselves as on the date the adjudicator submits his report.
7. Both parties agree that one cannot contract out of a right or obligation established by the Employment Act or Industrial Relations Act and that no industrial action and no notice thereof shall be instituted at any time before or after the date on which the arbitrator is required to submit his report.
8. By this memorandum of agreement, both parties signify to each other their approval of the reference to adjudication and, the employee representative further undertakes to represent the case throughout arbitrator.
9. The decision / award of the arbitrator shall be submitted to the Industrial Court to be made an Order of the Court.
10. This memorandum of agreement is hereby entered into on this _____ day of _____ 20____.

King's Office

Employee or Workers Representative

PART 5 BUDGETING AND TENDERING

5. Budgeting and budgetary processes

- 5.1 The Public Finance and Management Act as amended together with the Constitution of the country shall take precedence in these processes.

6. Tendering and Procurement processes

- 6.1 The Public procurement Act and Regulations shall take precedence in these processes.

M. G. DLAMINI
MINISTER FOR FINANCE