

INDUSTRIAL RELATIONS ACT
CODE OF GOOD PRACTICE: TERMINATION OF
EMPLOYMENT

1. INTRODUCTION

- 1.1. This code is published in terms of Section 109 of the Industrial Relations Act.
- 1.2. This Code of Good Practice deals with some of the key aspects of termination of employment. It aims to summarise some of the provisions of the law and provide guidelines on applying the law.
- 1.3. This Code intends to assist-
 - 3.1.1 employees and their staff associations and trade unions;
 - 3.1.2. employers and their employer organizations; and
 - 3.1.3. Conciliators, arbitrators and judges.

1. This Code has been drafted in accordance with the Employment Act and Industrial Relations Act and proposed 2002 amendments to those Acts. The Code will have to be checked once the proposed amendments are finalised, to ensure that the Code correctly reflects the law.

1.4. The guidelines in this Code may be departed from if there is good reason to do so. Anyone who departs from them must prove the reasons for doing so. The following kinds of reasons may justify a departure from the provisions of the Code. Note that this list is not exhaustive.

1.4.1. the size of the employer may justify a departure.

For example, an employer with a small number of employees may not be required to comply with all the procedural requirements of this code, but that employer must, nevertheless, give an employee a fair opportunity to respond to any allegations before taking a decision affecting that employee's rights.

1.4.2. the nature of the employer's business may require stricter adherence to rules that may normally be the case. For example a single breach of health and safety rules in a dangerous working environment may justify more serious disciplinary action than may otherwise be the case.

1.4.3. collective misconduct may justify a departure from the ordinary procedural rules provided that the employees are given an opportunity to answer any charges against them.

- 1.5. To the extent that this Code advances an interpretation of the law that interpretation is the policy of the Minister and should be applied by conciliators and arbitrators unless that interpretation is reversed by a decision of the Industrial Court.
- 1.6. The provisions of this Code may be varied by a collective agreement provided that no collective agreement may remove a statutory right.
- 1.7. A key principle in this code is that employers and employees should treat one another with mutual respect, bearing in mind the objectives of both employment justice and the efficient operation of business. While employees should be protected from arbitrary or other unfair action, employers are entitled to satisfactory conduct and work performance from their employees.

2. DURATION OF EMPLOYMENT

- 2.1. The rules that regulate the termination of a contract of employment may depend on the duration of the contract. There are two kinds of agreed duration.

2.1.1. an agreement to work for a fixed terms. A fixed term may be for a specified period (for example 6 months) or may be determined by a specified event (for example, the completion of building, a bridge or a road). A fixed term contract normally terminates automatically on the expiry of the period. Seasonal workers may be employed on a fixed term contract for a season, which normally terminates at the end of the season.

The failure to renew a fixed – term contract in circumstances when the employee reasonably expected continuity of employment may constitute a dismissal. For example, if an agricultural worker has been employed each year on a fixed term contract for a harvesting season, and this has continued for several years, that employee may have a reasonable expectation of ongoing employment in the next season. In these circumstances, the employer's failure to renew the employee's contract may constitute a dismissal.

2.1.2. an agreement to work for an unspecified period of time (normally up and until retirement). This kind of contract continued until it is lawfully terminated.

This means that it must be terminated fairly and on proper notice by either of the parties or for other reasons e.g. by agreement, death of the employee etc.

3. **GROUND FOR TERMINATION OF EMPLOYMENT**

3.1. Agreement to terminate

If an employer and an employee agree to terminate the contract, the contract terminates in accordance with that agreement.

For example, a redundant employee may agree to voluntary retrenchment on an agreed package from a specified date.

3.2. Death or Sequestration

A contract of employment normally terminates after the death or sequestration of the employer or upon the death of the employee.

3.3. Retirement

3.3.1. Unless the contract of employment provides otherwise, a contract of employment normally terminates automatically when the employee reaches the agreed or normal age of retirement. In other words, it is an implied term of a contract that the contract terminates on retirement.

3.3.2. If no retirement date is agreed, the normal retirement age will be implied from the employer's practice in the past and the practice in the industry. In most industries, the normal retirement age is between 60 and 65 years of age.

3.3.3. If the employee continues to work after reaching retirement age, the contract is extended and the normal rules of termination of employment apply, unless he employee and the employer agree to something different.

3.4. Resignation

3.4.1. If an employee has agreed to a fixed term contract, that employee may only resign if the employer materially breaches the contract. If there is no breach by the employer, the only way that the employee may terminate the contract lawfully is by getting the employer to agree to an early termination.

3.4.2. A material breach means a serious breach that goes to the core of the contract. The refusal to pay wages, verbal or physical abuse, sexual harassment and discrimination are examples of conduct that amount to a material breach by the employer of the employment contract.

3.4.3. If an employee has agreed to work for an unspecified period of time, the employees may resign by giving a minimum of one week's notice of termination in accordance with the contract and the provisions of Section 33 of the employment Act, or without notice if the employer has materially breached the contract. See the examples referred to in clause 3.4.2.

3.4.4. If the employee is required to give notice but does not work the period of notice, the employee must pay the employer the basic wages that the employer would have paid if the employee had worked the notice.

3.5. Forced resignation or constructive dismissal

3.5.1 If an employer makes continued employment intolerable, it may lead to the resignation of the employee. That resignation may amount to an unfair dismissal in terms of Section 37 of the Employment Act. Resignation in these circumstances is often referred to as constructive dismissal.

3.5.2 An employee may however not lightly resign and claim constructive dismissal. Even if an employee has been unfairly dealt with at work, the employee should normally utilise available mechanisms to deal with grievances. It is only if the employee can no longer reasonably be expected to continue in employment due to the conduct of the employer, that an employee will be entitled to resign and legitimately claim constructive dismissal.

3.5. Dismissals

3.6.1. If an employee is on a fixed term contract, the employer may only dismiss the employee before the expiry of the contract period if the employee materially breaches the contract. See clause 6.8. and 9 for example of material breach. If there is no breach by the employee, the only way that the employer may terminate the contract is by getting the employee to agree to the early termination.

3.6.2. If a contract for an unspecified period, a dismissal is not unfair if it is affected for a fair reason and in accordance with a fair procedure, in addition to complying with any notice period required in a contract of employment or by legislation.

3.6.3. There are normally only 3 recognised grounds of dismissal for a fair reason, namely:-

- (a) Misconduct;
- (b) Incapacity, including poor work performance or ill health or injury; and
- (c) Operational requirements.

3.6.4. This Code lays down guidelines for a fair procedure.

3.6.5. The onus of proving the fairness of a dismissal lies with the employer in terms of Section 42 of the Employment Act. This must be established on a balance of probabilities. This means that if there are two opposing versions, the one that is the more probable constitutes proof. If the employer is unable to decide which is the more probable, the employee must be given the benefit of the doubt.

3.7. Certain Grounds of Dismissal are regarded as automatically unfair in terms of Section 2 of the Industrial Relations Act. These include dismissals for lawfully striking, exercising a right in terms of that Act, pregnancy and unfair discrimination.

4. Probationary employees

- 4.1. An employee may be required to serve a period of probation to enable the employer to make an informed assessment of whether the employee is competent to do the job and is suitable for employment.
- 4.2. The period of probation should be of reasonable length having regard to how long it takes to determine the employee's competence and suitability for employment, in relation to factors such as the nature and complexity of the job, the standards required etc. The period may be extended by agreement, or if the employer, reasonably requires a further period of assess the employee's competence or suitability. The maximum period is three months provided that a longer period may be agreed in writing with employees engaged on supervisory, technical or confidential work. – see Section 32 of the Employment Act.
- 4.3. During the period of probation, the employer should meet with the employee at regular intervals for the purposes of monitoring and evaluating the employee's performance and suitability, and to provide guidance. This may include instruction, training and counseling to the employee during probation.

- 4.4. If during probation the employer has grounds to be concerned that an employee is not performing to standard or may not be suitable for the position, the employer should notify the employee of the concerns and give the employee an opportunity to respond to those concerns.
- 4.5. An employer or an employee may terminate a contract of employment during probation without notice in terms of Section 32 (1) of the Employment Act. An employee may not challenge the fairness of a dismissal during probation – see Section 35 (1) (a) of the Employment Act.

5. Managing Discipline

- 5.1. All employers should adopt disciplinary rules that establish the standard of conduct required of their employee. The form and content of disciplinary rules will obviously vary according to the size and nature of the employer's business. In general, a larger business will require a more formal approach to discipline. An employer's rules must create certainty and consistency in the application of discipline. This requires that the standards of conduct are clear and made available to the employees in a manner that is easily understood. Some rules or standards may be so well established and known that it is not necessary to communicate them.

- 5.2. Discipline should be corrective. This approach regards the purpose of discipline as a means for employees to know and understand what standards are required of them.
- 5.3. Formal procedures do not have to be invoked every time a rule is broken or a standard is not met. Informal advice and correction is the best and most effective way for an employer to deal with minor infractions of work rules and discipline. Repeated misconduct will justify warnings, which may themselves be graded according to degrees of severity. More serious infringements or repeated misconduct may call for a final warning, or other action short of dismissal. Dismissal should be reserved for cases of serious misconduct or repeated offences.
6. Dismissals for Misconduct
- 6.1. Any person who is determining whether a dismissal for misconduct is unfair should consider-
- 6.1.1. whether the employee contravened a rule or standard regulating conduct relating to employment;
- 6.1.2. If a rule or standard was contravened, whether-
- (a) the rule is a valid or reasonable rule or standard;
 - (b) the rule is clear and unambiguous

- (c) the employee was aware, or could reasonably be expected to have been aware, of the rule of standard;
- (d) the rule of standard has been consistently applied by the employer; and
- (e) Whether dismissal is an appropriate sanction for the contravention of the rule or standard.

6.2. Although it is generally not appropriate to dismiss an employee for a first offence, dismissal may be justified if the misconduct is serious and of such gravity that it makes a continued employment relationship intolerable. Without being exhaustive, the kind of conduct described in Section 36 of the Employment Act constitutes fair reason for dismissal. This conduct includes dishonest acts, violence, threats or ill treatment towards the employer, willful damage to property, breach of safety rules through imprudence or carelessness, willful disclosure of confidential information and absence from work for more than 3 days in a period of 30 days without the permission of the employer or a medical certificate. Every case must be assessed on its own merits.

6.3. The employer should apply the sanction of dismissal consistently with the way in which it has been applied to the same and other employees in the past, and consistently as between two or more employees who in similar circumstances participate in the misconduct under consideration.

- 6.4. The procedure to be followed by an employer in processing a dismissal for misconduct is set out in clause 11 below.

7. Managing Performance Standards

7.1 An employer should stipulates the required standards of work. Some standards are self – evident or can be inferred from custom and practice. Others need to be stated in the contracts of employment or in applicable work schedules and brought to the specific attention of the employees.

7.2 The employer should give appropriate guidance, instruction or training, if necessary, to an employee before dismissing the employee for poor work performance. What is appropriate will depend on the circumstances of each case, and the employer is not normally obliged to retrain the employee in all the skills required to perform the job. In terms of Section 36 (a) of the Employment Act, a dismissal shall be fair if the work performance of the employee has, after written warning, been such that the employer cannot reasonably be expected to continue to employ the employee. This does not however mean that written warnings will have to be given in all cases in order for a dismissal to be fair.

- 7.3 There should be an investigation to establish the reasons for the unsatisfactory performance. If investigations reveal that all or part of the reason for the employee's poor performance is not the fault of the employee that would have a bearing on the fairness of any action taken against the employee.
- 7.4 The employee must be given a reasonable time to improve. What is reasonable will depend on the nature of the job, the extent of the poor performance, status of the employee, length of service, the employee's past performance record etc.
- 7.5 If the employee continues to perform unsatisfactorily, the employer must warn the employee that he or she may be dismissed if there is no improvement within a stipulated time.
- 7.6 An opportunity to improve may be dispensed if-
- 7.6.1. the employee is a manager or senior employee whose knowledge and experience qualify the employee to judge whether the standards set by the employer are being met;

7.6.2. the degree of skill required is sufficiently high that the potential consequences of a small departure from that high standard are so serious that even an isolated instance of failure to meet the standard may justify dismissal.

8. Dismissal for incapacity: Poor work performance

8.1. Any person who is determining whether poor work performance justifies dismissal must consider-

8.1.1 whether the employee failed to meet a performance standard

8.1.2 whether the employee was aware, or could reasonably be expected to have been aware, of the required performance standard;

8.1.3 whether the performance standard is reasonable;

8.1.4 the reasons why the employee failed to meet the performance standard;

8.1.5 whether the employee was afforded a fair opportunity to meet the performance standard;

8.1.6 whether dismissal is the appropriate sanction for not meeting the performance standard.

8.2 Although the employer has the managerial prerogative to set performance standards, the standards may not be unreasonable.

8.3 Proof of poor performance is a question of fact to be determined on a balance of probabilities. This can difficult of the employee's tasks are not capable of precise measurement or evaluation. The burden of proof lies with the employer and that is why it is important for the employer to engage in a process of assessment and appraisal with the employee.

8.4 The procedure to be followed by an employer in processing a dismissal for poor work performance is set out in clause 11.

9. Dismissals for incapacity: Ill health or injury

9.1. Incapacity on the grounds of ill health or injury may be temporary or permanent.

9.2. If an employee is temporarily unable to work in these circumstances, the employer should investigate the extent of the time that is unreasonably long in the circumstances, the employer should investigate all possible alternatives short of dismissal. When alternatives are considered, relevant factors might include the nature of the job, the period of absence, the seriousness of the illness or injury and the possibility of securing a temporary replacement for the ill or injured employee.

9.3. In cases of permanent incapacity, the employer should ascertain the possibility of securing alternative employment, or adapting the duties or work circumstances of the employee to accommodate the employee's disability.

9.4. The degree and cause of incapacity is relevant to the fairness of any dismissal. In the case of certain kinds of incapacity, for example alcoholism or drug abuse, counseling and rehabilitation may be appropriate steps for an employer to consider.

9.5. Particular consideration should be given to employees who are injured at work or who are incapacitate by work related illness. The duty on the employer to accommodate the incapacity of the employee is more onerous in these circumstances.

9.6. Any person determining whether a dismissal arising from ill health or injury is unfair must consider:

9.6.1. whether the employee is able to perform the work; and

9.6.2. if the employer is not capable-

- (a) the extent to which the employee is able to perform the work;
- (b) the extent to which the employee's work circumstances might be adapted to accommodate disability, or if this is not possible, the extent to which the employee's duties might be adapted; and
- (c) the availability of any suitable alternative work.

9.7 The procedure to be followed by an employer in processing a dismissal for ill health or injury is set out in clause 11.

10. Incompatibility

10.1. Incompatibility results from the unsuitability of an employee for work, and may be caused by the employee relating poorly with co – employees, clients or other persons who are important to the organisation.

10.2. Incompatibility is a special kind of incapacity: poor work performance and may constitute a fair reason for termination if it sufficiently impacts on work or the work environment.

The incompatibility of an employee must however not be confused with an organisation's or other employee's obligations to tolerate an acceptable range of behaviour and attitudes at the workplace.

10.3. The steps required in clauses 7.2 to 7.6, read with changes required by the context, apply in cases of incompatibility. In particular the employer must-

10.3.1. record the incidents of incompatibility that gave rise to concrete problems or disruption;

10.3.2. warn and counsel the employee before dismissal. This must include advising the employee of any acceptable conduct, who has been adversely affected by that conduct and what remedial action is proposed;

10.4. Before dismissing an employee for incompatibility, the employer should give the employee a fair opportunity to-

10.4.1 Consider and reply to the allegations of incompatibility;

10.4.2 Remove the cause for disharmony; and

10.4.3 propose alternatives to dismissal

10.5 The procedure to be followed by an employer in processing a dismissal for incompatibility is set out in clause 11.

11. Fair Procedure

11.1. This procedure applies if an employer is processing a dismissal for misconduct or incapacity: provided that it may be varied in appropriate circumstances. It would for example be appropriate to dispense with a hearing if the action to be taken is implemented with the consent of the employee concerned.

11.2. An investigation should be conducted by the employer to ascertain whether there are grounds for a hearing to be held.

11.3. If a hearing is to be held, the employer must notify the employee of the allegations using a form and language that the employee can reasonably understand.

11.4. The employee is entitled to a reasonable time to prepare for the hearing and to be assisted at the hearing by a fellow employee who may be a trade union representative.

Other forms of representation may be agreed through a collective agreement between the parties.

- 11.5. The hearing must be held and finalised within a reasonable time, and chaired by a sufficiently senior and impartial representative from management. This may require a manager from a different department or branch to chair the hearing, if for example all the managers from that part of the organisation were involved in the case.
- 11.6. The employee must be given a proper opportunity at the hearing to respond to the allegations, question any witnesses called by the employer and to lead witnesses if necessary.
- 11.7. If an employee unreasonably refuses to attend the hearing, the employer may proceed with the hearing in the absence of the employee.
- 11.8. After the hearing, the employer should communicate the decision taken, and preferably furnish the employee with written notification of the decision.

- 11.9. A trade union official should be entitled to represent a trade union representative or an employee who is an office - bearer or official of a trade union at a hearing held under this clause.
- 11.10. If the employee is dismissed, the employee must be given the reason for dismissal and notified of the right to refer a dispute concerning the fairness of the dismissal to the Commission.
- 11.11. In exceptional circumstances, if the employer cannot reasonably be expected to comply with these guidelines, the employer may dispense with pre - dismissal procedures. For example, if the employee is in prison.
- 11.12. Employers should keep records for each employee specifying the nature of any disciplinary transgressions, the actions taken by the employer and the reasons for the actions.
- 11.13. In cases of collective misconduct, it may be fair to hold a collective hearing if the same evidence applies to all the employees involved.
- 11.14. Employers should keep some form of a record of the internal proceedings. The draft form attached to this Code is suggested as a guide.

12. Unprotected Strikes

12.1. Participation in a strike that does not comply with the provisions of the Industrial Relations Act is serious misconduct that may justify dismissal. The fairness of dismissal in these circumstances must be determined in the light of the facts of the case, including-

12.1.1 the seriousness of the contravention of the Act and attempts made to comply with it;

12.1.2 whether the strike was in response to unjustified conduct by the employer, and whether the strike was the only reasonable option available to the employees concerned;

12.1.3 whether the parties have made genuine attempts to negotiate the resolution of the dispute giving rise to the strike;

12.1.4 the manner in which the employees have conducted themselves during the strike, and in particular, whether the strike was conducted in a peaceful manner or accompanied by violent behaviour; and

12.1.5 the impact of the strike on the employer's business.

- 12.2. Prior to dismissal the employer must, at the earliest opportunity make a reasonable attempts to contact a trade union official to discuss the course of action it intends to adopt.
- 12.3. If dismissals are contemplated, the employer should issue to employees a written ultimatum in clear and unambiguous terms that should state what is required of the employees and what sanction will be imposed if they do not comply with the ultimatum. The employees should be allowed sufficient time to reflect on the ultimatum and respond to it, either by complying with it or rejecting it.
- 12.4. If the employer cannot reasonably be expected to extend these steps to the employees in question the employer may dispense with them.
- 12.5. The employer may not discriminate between striking employees by dismissing or reinstating only some of them without good reason. If however, the reason for the difference in treatment is based on grounds of participation in strike related misconduct such as picket violence or malicious damage to property, to other justifiable reasons, the different treatment may be fair.

13. Redundancy

- 31.1. Redundancy means a dismissal arising from the job having fallen away due to the re – organisation of the business or the discontinuance or reduction of the business for economic, structural, technological or similar reasons. A dismissal in these circumstances is referred to as a retrenchment.

13.2 It is difficult to define all the circumstances that might legitimately form the basis of a dismissal for these reasons. As a general rule-

13.2.1 the re – organisation of the business arises from

restructuring of the business as a result of a number of possible business related causes – such as the merger of businesses, a change in the nature of the business, more effective ways of working, a transfer of the business or part of the business;

13.2.2 economic reasons are those that relate to the financial management of the enterprise;

13.2.3 technological reasons refer to the introduction of new technology which affects work relationship either by making existing jobs redundant or by requiring employees to adapt to new technology;

13.3. Because retrenchment is essentially a “no fault” dismissal and because of the adverse effects on the employees affected by it, there are particular obligations on an employer, which are directed toward ensuring that all reasonable alternatives to dismissal are canvassed and that the employees are treated fairly.

13.4. An employer who intends to retrench 5 or more employees (other than casual and seasonal employees and employees on contracts of less than 6 weeks), must give not less than 1 month's written notice of the intention to the Commissioner and to any union or staff association with which it has a collective agreement. This notice must include the following information:

13.4.1 the number of employees likely to become redundant;

13.4.2 the occupations and remuneration of the employees affected;

13.4.3 the reasons for the redundancies;

13.4.4 the date when the redundancies are likely to take effect;

13.4.5 the latest financial statements and audited accounts of the undertaking; and

13.4.6 in terms of Section 40 (2) of the Employment Act, what other options have been considered to avert or minimise the redundancy.

13.5. The employer should consult the employees to be effected and their trade union, with a genuine attempt to achieve consensus on the following:

13.5.1 alternative to dismissals such as transfer to other jobs, lay - off etc;

13.5.2 criteria for selecting the employees for dismissal such as last - in - first - out (LIFO), subject to special skills and other appropriate criteria.

13.5.3 steps to minimize the dismissals such as voluntary retrenchment packages, early retirement etc;

13.5.4 conditions under which dismissals take place, such as the timing, severance pay etc;

13.5.5 steps to avoid the adverse effects of the dismissals such as time off to seek work etc

13.6. In order for this to be effective, the consultation process must commence as soon as a reduction of the workforce through retrenchment is contemplated by the employer so that possible alternatives can be explored. The consultation process should allow the employees representatives to-

13.6.1 meet and report back to employees;

13.6.2 engage meaningfully with the employer; and

13.6.3. request, receive and consider all relevant information which must be disclosed by the employer.

13.7. The more urgent need of the business to respond to the factors giving rise to any contemplated retrenchment, the more truncated the consultation process may be. Urgency should not however, be induced by the failure by the employer to initiate the consultation process as soon as a reduction of the workforce was contemplated. The parties who are required to consult must meet as soon as frequently as may be practical during the process.

13.8. Selection criteria for retrenchment should be agreed with the employee representatives, failing which the criteria used by the employer must be fair and objective. The principle, commonly known as ‘first in last out’ may be applied in respect of each category of employee if practical, provided that the employer should take into account-

13.8.1 the need for the efficient operation of undertaking;
and

13.8.2 the ability, experience skill and occupational qualifications of each employee affected by the redundancy.

13.9. Retrenched employees may be given preference if the employer again hires employees with comparable qualifications, subject to-

13.9.1 the employees having expressed a desire to be re – hired;
and

13.9.2 the re - hiring taking place within a reasonable period of the retrenchment.

14. Severance pay

If an employee's service are terminated in the circumstances contemplated in Section 34(1) of the Employment Act, the employee is entitled to a service allowance amounting to 10 working days' wages for each completed year of continuous employment with the employer in excess of one year.

14.1 In calculating the amount of the service allowance to which an employee is entitled, any employment prior to the 1 June 1968 shall be disregarded.

14.2 Even if there is no legal obligation to pay severance pay, an employer may consider paying severance pay to an employee in appropriate circumstances, e.g. the employee's employment has terminated as a result of no wrong doing on the employee's part, such as the employer's death or ill – health.

Details of these arrangements may be covered in a collective agreement between parties.

CODE OF GOOD PRACTICE: TERMINATION OF EMPLOYMENT

MODEL HEARING FORM

(TO BE COMPLETED BY THE MANAGER
CONDUCTING THE HEARING)

1. Name of Employee

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2. Name of Chairperson

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4. Summary of allegations against employee:.....

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5. Date and Time of Hearing:.....

6. Persons present at enquiry (excluding witnesses) and their
designation:.....

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7. (a) Employee does/ does not wish to have a representative present (delete whichever does not apply). Name of representative to be inserted in 6 above.

7. (b) Employee does/does not wish to have an interpreter (delete whichever does not apply). Name of interpreter to be inserted in 6 above.

8. Brief summary of employee's response to allegations:.....
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9. Main points of evidence (state names and designations of witnesses giving this evidence) / additional paper to be used if sufficient space not available on this form:.....
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10. Manager's findings, based on the evidence presented:

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11. Relevant factors to be taken into account in deciding on the appropriate sanction:.....

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12. Outcome of hearing :.....

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13. Manager's Signature:..... Date :.....

14. Employee's Signature:..... Date:.....

**(TO BE COMPLETED WITHIN 5 WORKING DAYS OF ACTION
HAVING BEEN TAKEN, BY AN EMPLOYEE WHO WISHES TO
APPEAL)**

I wish to appeal against the outcome of the enquiry for the following
reasons:

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In terms of this appeal, I ask that the following action be taken

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Employee's Signature:..... Date :.....

Received by Manager:

..... Date:

**(TO BE COMPLETED BY THE MANAGER HEARING THE
APPEAL)**

DATE RECEIVED:.....

Findings concerning the appeal:

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Outcome of Appeal:.....

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Manager's Signature:..... Date:

Employee's Signature:..... Date: