



*Enhancing decision making for  
sustainable development*

## **Desert Research Foundation of Namibia**

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# **Desert Research Foundation of Namibia**

## CONDITIONS OF SERVICE

*January 2013*

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## 1 INTRODUCTION

These Conditions of Service, revised in January 2013, replace any earlier versions of the Conditions of Service of the Desert Research Foundation of Namibia (DRFN).

### 1.1 Why the DRFN has a Conditions of Service manual

This manual provides guidance to all DRFN employees in regard to their rights and responsibilities as DRFN staff members. It lays down the codes of ethics which are values and principles that should guide the daily work of staff members. Project donors, and the general public are entitled to expect the DRFN's conduct and approach to be above suspicion and reproach and worthy of respect and trust. It aims to lay down fair, balanced and consistent guidelines that create a positive and constructive work environment at the DRFN in which every employee feels valued, and inspired to contribute to her/his best ability.

It is expected that every DRFN employee complies with the conditions, policies and general rules described in this manual, as well as the performance standards specified in the individual's employment contract and latest personal performance assessment form.

### 1.2 Applicability

The Conditions of Service apply to all employees of the DRFN and board members, irrespective of whether they are employed on a full-time or part-time basis, or whether they are interns, casuals, consultants or volunteers.

Employment at the DRFN is governed by the Namibian Labour Act and the Anti-Corruption Act.

### 1.3 Awareness and Administration

It is the responsibility of all managers to ensure that all employees, are made aware of, and receive appropriate education with regard to the Conditions of Service. The Executive Director has overall responsibility for the maintenance and operation of this policy. He/she will be supported by the Finance / HR and Admin Manager.

## 2 DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

The terms and expressions used in this manual are defined as follows, unless indicated otherwise:

**Anti-Corruption Act:** The Namibian Anti-Corruption Act and its amendments, or any applicable subsequent legislation substituting the Act.

**DRFN:** The Desert Research Foundation of Namibia.

**Employee:** any person having a full-time, part-time or casual employment contract with the DRFN, including consultants or volunteers who perform duties on behalf of the DRFN.

**Executive Director:** the DRFN's Executive Director, duly appointed in this capacity by the Board of Trustees of the DRFN, or his/her nominee or designate.

**Labour Act:** the Namibian Labour Act and its amendments, or any applicable subsequent legislation

substituting the Act.

**Social Security Act:** the Namibian Social Security Act and its amendments.

## 2.2 Interpretations

The following interpretations apply throughout this manual, unless indicated otherwise:

- the singular includes the plural and vice versa
- words indicating one gender include the other gender.

## 3 CONFIDENTIALITY AND CONFLICT OF INTEREST

### 3.1 Confidentiality

Employees will at all times protect, uphold and promote the DRFN's good name and interests. Staff members may not use, either directly or indirectly, nor divulge or disclose to any third party, any information deemed confidential or vital to the DRFN or any of its projects. Such information includes but is not limited to any matter or information concerning or relating to the DRFN or the business activities DRFNed by the DRFN, or any other confidential matter made known to an employee in the course of his/her duties at the DRFN, including but not limited to details of any records in or referred to in books, memoranda, notes or statements of the DRFN or any of the DRFN's employees.

All manuals, books of accounts, records, reports and other literature, and computer software relating to the methods or procedures of the business activities of the DRFN are confidential, and will remain the sole property of the DRFN. As such, any information relating to any such materials may not be disclosed, divulged or used by any staff member in any interaction with any third party.

Project donors and the general public are entitled to expect the DRFN's conduct and approach to be above suspicion and reproach and worthy of respect and trust. Members of staff should conduct themselves in a manner which promotes co-operation and good relations between members of staff and within the scientific profession.

The support of the DRFN by its members of staff and their co-operation with one another are essential elements of professional character. The public confidence and respect which the DRFN enjoys is largely the result of the cumulative accomplishments of all members of staff, past and present. It is therefore in the interest of members of staff, as well as that of the general public, that the each member of staff deals with fellow members in a fair and balanced way.

Project donors and the general public should be fully assured of the fairness and impartiality of all the DRFN's work. In all parts of society there is a need for credibility. It is therefore essential that the reports and opinions of the DRFN are considered to be thoroughly accurate and reliable by knowledgeable third parties.

### 3.2 Integrity

Integrity is the core value of a Code of Ethics. Members of staff have a duty to adhere to high standards of behaviour (e.g. honesty and candidness) in the course of their work and in their relationships with the staff of Project sponsors and financiers as well as execution entities.

Integrity can be measured in terms of what is right and just. Integrity requires members of staff to observe both the form and the spirit of scientific and ethical standards. Integrity also requires members of staff to

observe the principles of independence and objectivity, maintain irreproachable standards of professional conduct, make decisions with the DRFN's objectives in mind, and apply absolute honesty in carrying out their work and in handling the resources of the DRFN.

### **3.3 Conflict of Interest**

A Conflict of Interest will exist when anything may influence the objectivity of any member of staff pertaining his/her ability to make decisions and provide appropriate advice or recommendations in the best interest of the DRFN. It involves the Conflicted person to perform his duties or act in any manner where he does so for own benefit (interest) and to the actual or potential detriment of the DRFN or any other person. Such interests may include, but is not limited to:

- a. A financial interest;
- b. Ownership interest, or;
- c. Any relationship with a third party.

Conflicts of interest can be actual, perceived, or potential:

- d. Actual: involves a direct conflict between current duties and responsibilities and existing private interests;
- e. Perceived: conflict exists where it could be perceived, or appears, that private interests could improperly influence the performance of duties—whether or not this is in fact the case;
- f. Potential: arises where private interests could conflict with official duties.

A conflict of interest can arise from both avoiding personal losses as well as gaining personal advantage, financial or otherwise.

Members of staff should avoid all relationships with managers and staff of executing entities, suppliers, subcontractors and other interested groups which may influence, compromise or threaten the ability of members of staff to act and be seen to be acting independently.

Members of staff should not exploit their official position for private purposes and should avoid relationships which involve the risk of corruption or which may raise doubts about their objectivity and independence.

Members of staff should not use information received in the performance of their duties as a means of securing personal benefit for themselves or for others. Neither should they divulge information which would provide unfair or unreasonable advantage to other individuals or organisations, nor should they use such information as a means for harming others.

### **3.4 Protection of DRFN's Interests**

Staff members are not entitled to make any public statements, pronouncements or announcements on behalf of the DRFN unless duly authorised by the Executive Director.

Staff members will protect the property of the DRFN in any possible way, and have no right to alienate, apply or use any of the DRFN's assets to their own advantage without prior written authorisation from the Executive Director.

### **3.5 Acceptance of Gifts and/or Payments**

No DRFN employee may solicit any gift, or accept any donation, grant, bonus or compensation or any financial or other assistance from any person other than the DRFN for services rendered in their official capacity as a DRFN employee. Only minor non-monetary gifts (less than N\$50) may be accepted if they were not actively solicited by the employee. Any gifts and/or donations having a value greater than N\$50 are

automatically donated and become the property of the DRFN. Under no circumstances will a DRFN employee accept any financial rewards by third parties for undertaking any work or favour for such third party, unless authorised by the Executive Director.

Employees will not accept or perform any work in the name of either the DRFN for monetary compensation or otherwise without the prior authorisation of the Executive Director.

Any paid employment from other organisations will not be allowed unless the Executive Director was informed about it, and it is a consultancy undertaken by the employee on behalf of the DRFN.

## **4 EMPLOYMENT AT THE DRFN**

All DRFN employees are employed on specific contracts, which specify their responsibilities while in the employ of the DRFN, in addition to those specified in these Conditions of Service.

### **4.1 Employment Categories**

The following categories of staff members can, at the discretion of the Executive Director and, as circumstances necessitate, be appointed at the DRFN:

- full-time contract staff,
- part-time contract staff,
- casual contract staff,
- interns,
- volunteers and
- consultants.

#### **4.1.1 Full-Time Contract Staff:**

Full-time contract staff have contracts of minimum a one year duration, with an average working time of forty hours per week.

#### **4.1.2 Part-Time Contract Staff:**

Part-time staff have contracts but work less than forty hours per week.

#### **4.1.3 Casual Contract Staff:**

Casual staff may be employed for a duration of less than six months, OR are under contract for twenty hours or less per week regardless of the length of the contract, OR are paid on an hourly or daily basis irrespective of the total hours worked.

Casual staff is not entitled to any employee benefits as described in this manual, as their individual contracts of employment with the DRFN specify their total remuneration and associated benefits. In order to satisfy the requirements of the Social Security Act, all casual contract staff working for more than two days per week for the DRFN are required to make social security payments.

#### **4.1.4 Interns:**

Interns are temporary staff members associated with a specific project, and usually have contracts for specified periods that take their individual study requirements as well as the needs of the project they are working on into account. Working times for interns may vary between 1 to 40 hours per week. The remuneration rate for all interns is set by the Executive Director in consultation with the DRFN's management committee.

Interns are responsible for their own medical insurance and travel assistance coverage. Interns must complete a waiver of liability, assumption of risk and indemnity agreement form prior to commencing their engagement at the DRFN. In case an intern is required to travel to remote locations, the DRFN may provide emergency evacuation cover and/or pay for travel expenses.

#### **4.1.5 Consultants:**

Consultants perform specific tasks, as are described in the terms of reference and/or contract of employment with the DRFN, and are only remunerated for such work. Payment of DRFN consultants is subject to the specific terms of employment, and remains subject to the completion of specific and mostly predetermined tasks and/or outputs, as are described in the contract or terms of reference guiding the consultancy.

Consultants are responsible to pay their own duties and taxes, including VAT.

#### **4.1.6 Volunteers:**

Volunteers are individuals working at the DRFN without being compensated for any such work, except in cases where the DRFN has agreed - prior to an expense being incurred - to reimburse such expenses. Non-Namibian volunteers pay a bench fee to cover the costs of their stay at the DRFN, which includes the services of a DRFN supervisor, and use of the library and other scientific facilities. Namibian volunteers may receive a stipend to offset expenses that they incur, which may for example include health insurance.

Volunteers are responsible for their own medical insurance and travel assistance coverage. Volunteers must complete a waiver of liability, assumption of risk and indemnity agreement form prior to commencing their engagement at the DRFN. In case a volunteer is required to travel to remote locations, the DRFN may provide emergency evacuation cover and/or pay for travel expenses.

## **4.2 Probation**

The appointment of all staff members is subject to an initial three months' probation period. Upon the expiry of the probation period, the staff member is evaluated by his/her supervisor and the Executive Director against set job performance criteria as well as the standards specified in the candidate's Job Description, and his/her contribution to the DRFN. On this basis, he/she is either confirmed as an employee of the DRFN, or will have the probation period extended for a further period of three months, or will have the appointment terminated. All probation conditions expire at end of the probation period.

Probation periods also apply in cases where project or administration staff is reassigned to another project: here, an employee who is transferred serves a three month probation period in the new position from the date of the transfer. Upon expiry of the probation period, the staff member is evaluated by the supervisor and Executive Director, and is either confirmed in the new position, or placed on a further probation period for three months, or reassigned to the employee's previous position within the DRFN. All decisions regarding a confirmation and/or probation are communicated in writing. All probation conditions expire at end of the probation period.

The DRFN strives to link staff contracts to one or more projects, which usually define the term of an individual's contract. One exception to having project-linked contract terms are the DRFN's administrative staff who are given contract periods that are not explicitly linked to projects.

## **4.3 Appointment**

All DRFN staff has written contracts, and all appointments are made following a decision by the DRFN's management committee, and approved by the Executive Director<sup>1</sup>.

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<sup>1</sup> For the purposes of this manual, "appoint" means agreeing to hire, the assigning of duties or the permitting of someone to work (whether paid or unpaid) at the DRFN or on DRFN projects.



Proposals for an appointment are initiated by a DRFN programme/project or working group preparing a job description or Terms of Reference, which are forwarded to the Executive Director for discussion and decisions at a DRFN management committee meeting.

#### 4.4 Internal Circulation of Jobs

The DRFN will give priority to filling vacancies from within the existing staff complement, and will therefore circulate any vacancies within the organisation before they are advertised externally.

#### 4.5 Grade/Notch Chart and Recruitment

The remuneration package of DRFN employees is based on a standard Grade/Notch chart, i.e. Form 1. Staff is assigned **Grades** based on responsibility levels, as described in the staff member's respective Job Description, and as recommended by DRFN management, and endorsed by the Executive Director. Usually, upon commencement of duties at the DRFN, staff is placed in Notch One within an appropriate Grade.

**Notches** identify the depth of capability in the area of responsibility, and newly hired staff is assigned a Notch based on the following criteria:

- 1) an employee meets the experience, job- and person specifications as well as the qualification criteria as per job advertisement: Notch 1;
- 2) an employee has at least one one-year degree in addition to the qualification specified in the job advert: one additional notch;
- 3) an employee has two to five years of additional relevant professional experience in addition to the experience described in the job advert: one additional notch; or
- 4) an employee has more than five years relevant professional experience over and above the experience specified in the job advert: two additional notches.

The following principles are to guide the recruitment and associated candidate grading process:

- The sustainability of the DRFN depends solely on its ability to attract and retain high calibre staff.
- Staff costs are a substantial cost component of the DRFN's operational budget, and costs should be kept as low as possible without compromising the quality of staff recruited.
- The DRFN's funding levels critically depend on its ability to attract funding from a variety of sources, and well-qualified, experienced and motivated staff are the key to attracting funds.
- The funding of most projects will remain volatile, which implies that most staff contracts are tied to projects; all DRFN employees have to be aware that it is essential to pro-actively plan for related uncertainty.

#### 4.6 Compensation Package

The DRFN's compensation package for full-time employees is structured as follows:

- **Salary:** salaries are in compliance with the DRFN's in-house salary scale, which rates employees by position, responsibility, years of service and qualification.
- **Pension contribution:** 10% of the monthly salary is contributed towards an approved pension contribution scheme serving as a pension/fixed saving fund for DRFN staff.
- **Annual Bonus:** all DRFN staff are entitled to an annual "13<sup>th</sup> month" bonus payment, which is paid after completing a full 12-month cycle at the DRFN.
- **Medical Aid:** the DRFN is a member of the Namibia Health Plan medical fund scheme. The DRFN contributes 50% towards medical aid (equivalent to NHP silver option) for a maximum of four family

members. Interns and volunteers will be registered with SOS (refer to Medical Evacuation scheme below).

- **Life Insurance:** the DRFN contributes 1.43% of a staff member's basic salary towards a group life insurance scheme.
- **Leave:** all DRFN staff are entitled to 24 working days annually, accruing at a rate of 2 days per month.
- **Overtime and TOIL (Time off in lieu of payment):** the DRFN applies standard staff policy procedures in regard to overtime and TOIL, which are subject to the provisions of the Labour Act and its amendments.
- **Acting Allowance:** where an employee performs the duties and responsibilities normally undertaken by an absent employee for more than three months, an acting allowance may be awarded. Any such allowance will have to be decided upon by the DRFN's management committee, and approved by the Executive Director, and will not exceed the difference between the rate of pay which the staff member is receiving in his/her normal position and the rate of the pay applicable to the position in which he/she is acting.

#### 4.7 Discrimination

The DRFN employs individuals from a wide range of cultural, academic and professional backgrounds, and views this diversity as a key organisational strength. Therefore, the DRFN considers any discrimination in any form – irrespective of whether it is on the grounds of gender, cultural, religious, sexual preference, race, ethnic identity or physical characteristics and including making derogatory remarks, taking decisions based on considerations other than merit, abuse and harassment of any sort – an extremely serious offence. A staff member found guilty of discrimination is likely to be summarily dismissed.

#### 4.8 Abuse and Harassment

Abuse is any unreasonable or uncalled for behaviour against others that departs from the normal conduct of an employee, and includes physical and/or psychological elements.

The DRFN explicitly recognises the right of all employees, job applicants and other persons who have dealings with the DRFN, to be treated with respect and dignity.

An employee feeling abused or harassed is to promptly inform the offender, either verbally or in writing, that his/her behaviour is inappropriate, offensive, unacceptable or contrary to DRFN policy.

An employee who is unable (irrespective of the reason) to directly communicate with the offender is to discuss the incident(s) with his/her supervisor and/or the Executive Director, and will be assisted in adequately addressing and resolving the issue.

#### 4.9 Employment of Friends and Relatives

Upon application, prospective employees are required to identify friends and/or relatives working at the DRFN (see Form 18). While the mere existence of friends and/or relatives at the DRFN will normally have no effect on an applicant's prospects at the DRFN, such disclosure is mandatory in order to avoid supervisor-subordinate relationships, and/or collusion or participation in financial matters.

#### 4.10 Employment of Foreigners

The DRFN does not employ foreign nationals who do not have the right to work in Namibia.

The DRFN endeavours to identify suitable Namibian citizens/permanent residents for all vacant positions or upcoming projects, but will employ non-Namibians if suitably qualified and experienced Namibians/permanent

residents are unavailable or Namibians/permanent residents cannot be trained to assume the position within a reasonable period of time (which depends on the length of a particular project).

In cases where the DRFN employs a non-Namibian without permanent residence, the following guidelines apply:

- foreigners will normally be required to train and mentor one or several counterpart Namibians as part of their assignment at the DRFN
- it is the responsibility of the foreign employee to ensure that the necessary documentation needed to legally live and work in Namibia remains current
- the DRFN can provide advice regarding where to apply for the required visas etc., but is not responsible for the legal status of any foreign employee.

## 5 USE OF DRFN VEHICLES AND ASSETS

### 5.1 Use of Vehicles

Vehicles owned by the DRFN or its affiliated projects may not be used for personal use. Exceptions to this rule only apply in real emergencies, or in case the Head of the DRFN's Admin & Finance unit or Executive Director has explicitly authorised such private use, in which case the employee reimburses the DRFN for such use.

The following rules govern the use of DRFN vehicles:

- No employee without a valid driver's licence is allowed to drive any DRFN vehicle.
- No employee may grant permission to a non-employee to drive any DRFN vehicle.
- Driving between sunset and sunrise is to be avoided.
- The following speed limits apply to all DRFN vehicles:
  - 120 km/hour on tarred roads, or the official speed limit, whichever is less
  - 90 km/hour on gravel roads, or the speed limit, whichever is less.Staff exceeding those limits is liable for disciplinary action.
- All DRFN vehicles have logbooks, which have to be completed on a daily basis in the manner set out in the logbook guidelines. Each vehicle's logbook is checked by a person delegated by the Head of the DRFN's Admin & Finance unit on the last day of each month, and any irregularities are to be immediately reported to the Executive Director or the person delegated by him/her.
- Except in emergencies, where a vehicle cannot be driven to a garage, DRFN vehicles will only be repaired at garages approved by the Head of the DRFN's Admin & Finance unit or Executive Director. No vehicles are to be repaired or serviced without a written quotation, and proper authorisation for the repair from the Head of the DRFN's Admin & Finance unit, or Executive Director or the person delegated by him/her.

All cash slips for petrol/diesel purchases are to be handed to DRFN Finance as soon as possible after any purchase, but no later than 30 days from date of purchase. DRFN affiliated offices will ensure that copies of the previous month's pages of all vehicle log books as well as all credit slips in respect of fuel are sent to DRFN Finance on a monthly basis. These are to reach the DRFN no later than the second week after the end of the month.

Persons making use of DRFN vehicles are to ensure that vehicles are not returned to the office with an empty or near-empty tank. The Head of the DRFN's Admin & Finance unit appoints a person to ensure that DRFN vehicles are properly maintained.

Overnight parking of DRFN vehicles is to be at the DRFN's Windhoek offices or affiliated offices. In case this is not possible, vehicles are to be parked in a safe location at the home of the employee using the vehicle. This rule does not give any employee the right to use the vehicle for private purposes unless properly authorised prior to any such private use.

Any employee involved in an accident with a DRFN vehicle will – within 24 hours – inform the police of the accident and submit a written report to the Executive Director.

Staff members involved in an accident using a DRFN vehicle for private use are liable to pay for any increases in DRFN insurance premiums, all costs incurred by the DRFN through “loss of use” of the vehicle, and any costs arising from the accident if it was due to the negligence of the employee. In addition, staff causing an accident resulting in serious bodily injury to a passenger, themselves or non-occupants, or serious damages to the vehicle (i.e. more than 50% of its insured value) is liable for disciplinary action.

## 5.2 Use of DRFN Assets

All DRFN assets and equipment are only to be used for legitimate DRFN business. This includes the use of the internet and emails. All outgoing faxes, phone calls and photocopies made for personal use are to be paid for.

The content of all DRFN computers, including personal files, as well as internet usage can be reviewed at any time on instruction of the Executive Director.

## 6 TRAINING OF STAFF MEMBERS

The DRFN recognises that its employees are the organisation's most valuable resources.

The DRFN is committed to create and provide ongoing training and development opportunities to all its employees, and makes every effort to participate in and encourage staff development by assisting employee-initiated training and education opportunities.

In-service training is the primary delivery vehicle for DRFN staff, and includes:

- improving research skills and writing skills
- participating in the DRFN mentoring programme
- learning facilitation techniques and how to conduct meetings
- participating in DRFN projects.

## 7 PERFORMANCE MANAGEMENT

The DRFN uses regular performance assessments to guide the growth and performance of its staff. Every six months, in January/February and July/August respectively, DRFN staff members undertake **performance reviews and assessments**. This allows individuals to receive structured and regular feedback, thereby sharpening their personal performance and contributions to the DRFN while reflecting on ways to enhance their skills base and grow. New appointees complete performance assessment forms within their probation period, which are discussed and approved by both the immediate supervisor of the employee, and the Executive Director, and may include inputs from the employee's mentor if so desired by the employee.

The performance assessment mechanism also simplifies the extension of existing contracts, and is the primary method through which salary adjustments are discussed, and agreed upon. In this way, every DRFN employee has a detailed and dynamic performance plan, which is revisited and monitored in six-monthly intervals.

Specifically, the DRFN's performance assessment and management procedure entails the following steps:

1. the Executive Director sends out a mail to individuals to alert them that their performance forms have to be completed, which includes an assessment of the individual's work- and performance objectives for the past six months (for those who have completed a performance assessment form in the past) based on the person's outputs and overall performance in relation to the agreed upon performance targets, as well as a new performance assessment form for the coming six months
2. the employee arranges a meeting with his/her supervisor and mentor (if a mentor has been identified) to discuss the completed review forms; once the past performance appraisal and coming performance assessment form have been finalised and agreed upon, the supervisor forwards these to the Executive Director
3. the Executive Director then reviews the forms, and returns them with comments and suggestions for revision
4. if the employee, supervisor or Executive Director disagree about the outcome of the appraisal, the different views are recorded in the "Comments" section
5. the Executive Director takes the viewpoints of all parties into account when making a final decision about an employee's appraisal and future performance targets
6. once the forms are finalised, they are signed and become the binding performance contract of the employee for the coming six months
7. during monthly desk meetings, the desk coordinator ensures that the personal work plan for every participating staff member remains aligned with the six-monthly performance goals, and lead to the desired project-specific outputs
8. at least quarterly, an employee meets with his/her supervisor to discuss progress towards the agreed upon work objectives (it should be mentioned that these quarterly meetings are different to monthly or project-specific meetings that take place with the supervisor)
9. in case an employee does not meet the agreed upon performance goals, the DRFN Conditions of Service prescribes how the employee's supervisor will address any short-comings, which includes discussions with the employee, a letter of advice, warning letters, and possible dismissal.

### **7.1 Poor or Unsatisfactory Performance**

An employee's supervisor is responsible to frankly discuss any performance concerns as and when they arise. Discussions are to be based on facts, and should lead to practical outcomes that can be monitored. Should the initial discussions not lead to prompt performance improvements; the supervisor will draft a Warning Letter (see Form 11). Such a letter is issued to concisely document:

- poor work performance
- poor relations with fellow employees
- occasional late arrivals or unexplained absences, and
- unsatisfactory contributions to assignments or work and similar instances.

A Warning Letter is also issued for an offence or behaviour that is deemed unacceptable, but is unlikely to bring the DRFN into disrepute or default on its obligations. Reasons for issuing a Warning Letter include:

- making offensive remarks to other employees
- habitual late arrivals
- failure to submit monthly or other required reports
- exceeding DRFN speed limits while driving DRFN vehicles
- unprofessional behaviour.

If an employee receives three Warning Letters, termination may result.

## 8 OFFICE HOURS

Weekday office hours at the DRFN's offices in Windhoek are from 08h00 to 13h00 (morning shift); 13h00 to 14h00 (lunch break); and 14h00 to 17h00 (afternoon shift).

**All staff must be in the office during core office hours, i.e. from 09h00 to 12h00, and 14h00 to 16h00, unless they have specifically indicated otherwise and made prior arrangements with their supervisor(s).**

All non-project staff, receptionists, administrative and cleaning staff must be at the DRFN at the designated office between 08h00 and 17h00, so as to maintain essential office services, which includes the answering of telephones.

## 9 OVERTIME

The DRFN encourages employees to plan activities such that they take place within normal working hours, thereby avoiding extensive periods of overtime work. However, particular activities within a project or assignment may require that more hours than the minimum office hours have to be worked.

Generally, the DRFN adopts a flexible approach in cases where staff is away from the office for short periods for personal reasons, but expects that employees show the same flexibility where periods of overtime are necessary. This implies that, in addition to the normal office hours referred to above, staff members may occasionally be required to work for short periods of overtime, although DRFN endeavours to keep overtime assignments to a minimum.

Extended periods of overtime work may sometimes be unavoidable. In cases where employees wish to be remunerated for such overtime, prior authorisation from the Executive Director (Form 2) is required and is guided by the relevant stipulations of the Namibian Labour Act.

## 10 STAFF LOANS

The DRFN discourages staff from requesting loans or using advances on their salaries. Instead, the DRFN can provide referral letters and letters of reference, as may be necessary when applying for loans at financial institutions. Generally, loans will not be made available to enable staff members to pay off existing debts.

Only in exceptional circumstances the DRFN grants staff loans to assist staff with *bona fide* educational expenses, or those who experience financial difficulties due to emergencies. Educational loans are for tuition and books only, and valued up to an equivalent of two months' salary; they will only be disbursed if original invoices are presented.

A staff member may request no more than two loans per annum, with the first loan being fully paid up for at least three months before a second loan is applied for. The maximum value of a non-educational staff loan may not exceed 25% of the staff member's pre-tax monthly salary. Under no circumstances will a loan greater than an employee's severance pay be granted.

The loan applicant must complete a loan application form and submit it to the finance committee, who oversee staff loans and set the rules for administering it. The committee, in their sole discretion, will approve or reject an application. A pre-arranged monthly repayment in respect of each loan will be deducted from the

staff member's salary, and employees will pay a 10% handling fee in no more than three monthly instalments commencing in the month after the loan was granted, and six months in the case of an educational loan.

## 11 LEAVE

### 11.1 General

A 'leave year' runs from 01 March in one year to 28 February the following year. With the exception of sick leave, all leave must be applied for in advance using the DRFN leave application form (Form 4).

No leave is given if an employee has given notice of resignation, or has had his/her contract terminated by the DRFN.

In order to apply for leave, an employee completes the leave form (see Form 4), and submits it to DRFN Finance well before the commencement of leave, preferably 30 days before any leave is taken. Once Finance has received the form, the number of available leave days is confirmed and the balances on the form are completed. The employee then takes the form to the employee's supervisor for approval, after which it is forwarded to the Executive Director for final approval, who will forward the signed form to Finance where it will be put on an employee's personal file. Staff members are responsible to ensure that both the supervisor and the Executive Director approve the leave form. Until all signatures are in place, leave is not approved. Granting leave remains subject to the satisfactory hand-over of responsibilities during the leave period, and the completion of work activities.

### 11.2 Absenteeism

If an employee must absent him/herself from the office without prior approval, he/she informs his/her supervisor thereof. If a staff member is absent for a period of five or more working days without having notified his/her supervisor, the employee may be dismissed on the grounds of desertion.

### 11.3 Annual Leave

All full time employees are entitled to twenty-four working days leave per annum. Such leave accrues and accumulates at two days per month. Paid leave may not be utilised in advance of accrual.

Unused annual leave may be carried over in full from one year to the next but will never be more than thirty days in total. The DRFN does **not** pay out any annual leave that has not been used, and staff has to ensure that they regularly take the minimum statutory annual leave.

Staff members intending to take annual leave are to ensure that their application for leave is discussed with their immediate supervisor to avoid any complications regarding the granting and approval of leave. Planning for annual leave must be considered when preparing monthly and annual work plans<sup>2</sup>.

### 11.4 Compassionate Leave

Employees are entitled to five working days' compassionate leave with fully paid remuneration during each period of 12 months of continuous service. Compassionate leave may be applied for if there is a death or serious illness in the family<sup>3</sup>.

### 11.5 Maternity Leave

The DRFN is committed to support female employees before, during and after pregnancy. The following conditions apply:

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<sup>2</sup> No staff member is able to work on any project for more than 11 months per year when taking statutory leave and official holidays into account.

<sup>3</sup> "Family" means a child, spouse, parent, grandparent, brother or sister or the employee's father- or mother-in-law.

- After six months of continuous service at the DRFN, female staff is entitled to twelve weeks maternity leave, with four weeks prior to confinement and eight weeks thereafter.
- Maternity leave can only be granted if the employee submits a medical certificate signed by a registered medical practitioner indicating the anticipated date of delivery.
- During any period of maternity leave, the provisions of the employee's contract remain in force.
- The DRFN will continue to pay the employee's remuneration except the basic wage while the employee is on maternity leave, while the Social Security Commission must, during the period that an employee is on maternity leave, pay to that employee such portion of the employee's basic wage as may be prescribed by law.
- Should an employee choose not to comply with the Labour Law stipulations regarding maternity leave, they automatically indemnify the DRFN from any outcomes resulting from this non-compliance.

### **11.6 Paternity Leave**

The DRFN encourages its male employees to support their partner after the birth of a child. In cognizance of this responsibility, the DRFN grants fathers 5 days of fully paid-for paternity leave spread over 3 months following the certified arrival of a newborn. The following conditions apply:

- Male staff members may apply for paternity leave after 6 months of continuous service at the DRFN.
- Paternity leave is granted if the employee submits a full birth certificate indicating that he is the father to the child, as well as a signed medical certificate issued by a registered medical practitioner indicating the date of delivery.
- Payments of existing benefits continue for the duration of the paternity leave period.

### **11.7 Sick Leave**

Staff members are entitled to thirty days sick leave per three year sick leave cycle. During the first twelve months of employment, sick leave accrues at a rate of one day for every 26 days worked. After the first year of employment an employee is entitled to the full thirty days of sick leave. Unused sick leave lapses, and no payment for any outstanding sick leave is made; forfeiture occurs in three-year cycles.

Sick leave is only granted in respect of an indisposition, illness or injury that is not caused by negligence on the part of the employee. If a staff member is absent from work as a result of an indisposition, illness or injury, he/she notifies his/her immediate supervisor as soon as possible. Application for sick leave for a duration of three days or longer must be accompanied by a certificate from a registered medical practitioner describing the illness and recommending a course of action.

The staff member's supervisor and/or the Executive Director have the right to insist on a medical certificate if an employee has applied for sick leave but has been absent from work for:

- less than three days
- on a Friday or Monday
- on a day before or after a public holiday
- on a day immediately prior to or after annual leave has been requested.

If, in the opinion of the Executive Director or the employee's supervisor, an employee is unfit to execute his/her duties, the DRFN may require the employee to undergo a medical examination by a practitioner of the DRFN's choice. The cost of any such examination is borne by the DRFN.



The employee's supervisor and the Executive Director may grant additional sick leave over and above that recommended by a medical practitioner - if so justified by special circumstances - up to the available sick leave balance for the three year cycle. Each application is considered individually and on its own merit.

### **11.8 Unpaid Leave**

Unpaid leave is granted under special circumstances only, and is granted at the sole discretion of the Executive Director. Only staff members who have worked at the DRFN for a minimum of one year can apply for unpaid leave.

### **11.9 Study Leave**

The DRFN encourages training and capacity building of young Namibians. Staff members intending to enroll for studies are strongly encouraged to seek guidance from their supervisor and/or the management committee before registering.

Employees are granted study leave under the following conditions:

- The supervisor has to give his/her consent that the course strengthens the capacity of the employee in his/her job at the DRFN.
- For each two days of study leave granted, one will be granted by the DRFN and one will be taken from the employee's annual leave.
- Study leave is only granted for examination days, and one preparatory day per examination.
- No more than 7 days of study leave can be taken per annum.
- In the case of obligatory practical sessions in the curriculum, additional leave days can be applied for with the Executive Director.
- The DRFN reserves the right to approve or decline any study leave submissions.
- Post-graduate degrees are to be discussed on a merit base, and a proposal detailing how the studies and the work are to be balanced is to be made to the DRFN's management committee.

An examination/test time-table must be submitted before study leave is applied for. Applications for study leave need to be submitted at least 30 days in advance, in order to allow the desk to absorb the absence of the staff member. Study leave will be retroactively converted to annual leave or leave without pay in case an employee does not complete his/her course of studies due to a loss of interest or commitment.

## **12 TRAVEL, SUBSISTENCE AND EXPENSE CLAIMS**

Travel is a necessary part of the activities of most DRFN employees, and staff members frequently travel to undertake and implement projects.

The DRFN may require an employee to be on temporary assignment for up to thirty days outside his/her normal place of work (normally not more than once every six months), and for shorter periods as per the requirement of the project/department.

Common out-of-pocket expenses incurred while travelling, for example for transport, food and accommodation, will normally be reimbursed by the DRFN. However, the DRFN will not cover any personal expenses while a staff member is travelling, nor are staff members to benefit financially by travelling on behalf of the DRFN, or for any of the organisation's projects.

Under no circumstances will the DRFN be held responsible for any lost luggage and will not refund any costs incurred in the case of lost luggage.

## 12.1 International Travel

If an employee travels outside the borders of Namibia, the following provisions apply:

- All travel is to be in economy class, and the most economical fares are to be used at all times.
- The DRFN will, subject to the budgetary allocations of the project that pays for such travel, and at the employee's request, arrange and pay for a short-term travel insurance for that part of the travel period that can be considered official DRFN business. Any such cover is not to exceed a period of one month per trip.
- Travelling staff members may, at the discretion of the DRFN, be provided with cash advances to cover meal and lodging expenses.
- All reimbursements and allowances are based on GTZ rates, and are subject to the availability and budgetary provisions of the project that pays for such travel.

The following cases are provided to illustrate the above principles:

**Situation 1:** *Flight expenses paid by another organisation:* the DRFN staff member picks up the pre-paid ticket from the appropriate agency, and is responsible to keep the original ticket, boarding cards and all boarding stubs, which sometimes have to be submitted to the sponsoring organisation.

**Situation 2:** *Flight expenses are pre-paid by the DRFN and refunded at the conference:* upon returning from the conference the employee refunds the full cost of the ticket to the DRFN; if the refund is not made within one month after returning, the DRFN will deduct the full cost of the ticket from the employee's next salary payment. The employee is responsible to provide the organising institution with a copy of the ticket and boarding cards if so requested.

**Situation 3:** *Local travel, food and accommodation is paid by an organising institution:* the employee cannot claim for the reimbursement of any such costs, and associated invoices, receipts and other documentation is not required by the DRFN. The employee is responsible to provide the organising institution with receipts if so requested, but because of past experience the DRFN does not encourage this.

**Situation 4:** *The organising institution pays for travel, food and accommodation on arrival at the conference:* the DRFN may advance up to N\$5,000 to cover incidental travel costs, which will be refunded to the DRFN upon return of the participant; if the refund is not made within one month after returning, the DRFN will deduct the full amount from the employee's next salary payment. The employee is responsible to provide the organising institution with a copy of receipts if so requested.

**Situation 5:** *Travel, food and accommodation is provided by the DRFN:* subject to the availability and budgetary provisions of the project that pays for such travel, the DRFN advances the full amount according to GTZ rates, and the participant makes their own arrangements for travel, accommodation and food, and is responsible to provide the receipts to the DRFN following the event.

## 12.2 Domestic Travel

Subject to the availability and budgetary provisions of the project(s) that pay(s) for domestic travel, DRFN staff members are paid per diems when travelling domestically on DRFN business. Per diems represent average meal and incidental expenses, and require no receipts. Per diems include all costs associated with meals and expenses such as tips, phone calls home, baby-sitting charges etc. The DRFN may provide meals instead of per diems, meaning that, if meals (breakfast, lunch, dinner) are provided in full at any event by the DRFN or another institution, per diems may not be claimed. If certain meals are provided, only a pro-rata amount may be claimed.

**DRFN per diems, if provided and subject to the availability and budgetary provisions of the project that pays for such expenses, are** a maximum of N\$30 may be claimed for breakfast and lunch, and N\$60 for dinner (in the field), and N\$40 and N\$70 respectively in towns.

**Per diem rates for 2008, and subject to the availability and budgetary provisions of the project that pays for such expenses, are:** a maximum of N\$150/day (in the field), and N\$170/day (in towns), while a maximum of N\$50/week may be claimed for incidental fees such as phone calls and laundry while traveling.

Lodging expenses are reimbursed based on receipted amounts, up to a maximum of N\$350 (outside Windhoek) and N\$400 (in Windhoek). The DRFN only reimburses lodging expenses incurred at bona fide accommodation establishments that issue pre-printed receipts, and hand-written receipts are not acceptable. Employees not staying in an establishment that provides a receipt, for example when lodging with relatives, can claim a maximum of N\$100 per night.

Staff may request an advance to cover anticipated travel expenses (Form 5), which may be paid up to five days prior to departure. Travel expenses are reported by way of filing a Travel Expense Report (Form 6), which is to be submitted within one week after the trip. If receipts for expenses are not submitted, the DRFN will deduct them in full from the employee's next salary payment.

The following guidelines apply with regard to travel in Namibia:

- All travel expenses have to be approved by the employee's supervisor, and are subject to the availability and budgetary provisions of the project that pays for such travel
- DRFN staff is to stay in safe and modest accommodation
- Private expenses including private telephone calls, bar accounts, video rental, room service, toothpaste and similar personal expenses are paid by the staff member
- The DRFN pays directly for an employee's flight expenses
- When DRFN transport is used, the normal DRFN vehicle procedures apply
- A daily subsistence allowance may be paid in advance according to the rate determined by DRFN Finance; invoices, receipts or other documentation are not required
- DRFN Finance pays directly for accommodation, or a cheque will be provided to the employee, based on a quotation / invoice from the lodging establishment
- Health-related expenses are claimed from the employee's Health Insurance.

### **12.3 Stale-Dated Claims**

All claims for expenses must be made within one month of the expense being incurred, or within two weeks after completing a trip, whichever is last. Any claims made after this period will not be paid, and are the responsibility of the staff member concerned.

### **12.4 Settlement of Debts**

The DRFN requires that all staff sign an agreement in relation to the settling of debt (Form 7). Unless otherwise agreed to with the Executive Director, or by condition of a loan granted by the DRFN, employees are to repay all debts in the month they are incurred or become due. This includes phone bills, photocopies and fax costs, and all other miscellaneous debts.

## **13 EMERGENCY PROCEDURES**

The DRFN's Emergency Procedures describe the responsibilities of persons involved in or being part of an accident.

### 13.1 Teamwork and Communications

Emergencies are best handled if everyone involved participates in helping to normalise the situation. If practical, an emergency response is co-ordinated by the Head of the DRFN's Admin & Finance unit and/or Executive Director or his/her designate. The Head of the DRFN's Admin & Finance unit and/or Executive Director or his/her designate will brief all staff, and will as far as possible, keep everyone aware of important developments.

Once an emergency of any kind comes to the attention of any DRFN employee, the following persons are to be informed as a matter of urgency (irrespective of the time of day): Head of the DRFN's Admin & Finance unit, Executive Director, relevant desk coordinators and project managers, and the Head of the DRFN's Admin & Finance unit.

**Any person having particular skills or knowledge of relevance to the emergency is to immediately make him/herself known to the Head of the DRFN's Admin & Finance unit and/or Executive Director or his/her designate, or any other person in charge.**

During emergencies, it is important that all communications are centralised and coordinated. All communications are to be shared with the Head of the DRFN's Admin & Finance unit and/or Executive Director or his/her designate, while the Head of the DRFN's Admin & Finance unit is responsible to communicate and co-ordinate with:

- medical evacuation companies
- medical personnel on the scene or the hospital
- law enforcement officials
- insurance agents and
- Social Security Commission.

In an emergency, the Head of the DRFN's Admin & Finance unit provides whatever financial guarantees are required by the hospital, evacuation service, or other.

The Head of the DRFN's Admin & Finance unit and the employee's supervisor will decide jointly on who is to communicate with the employee's family. Any person can be nominated, and preference is given to the person having the best contacts and rapport with the employee's family. The family of the affected employee must be notified of any emergency immediately, unless the employee specifically requests not to have his/her family informed.

### 13.2 Logistics and Medical Advice

**The first priority in all emergencies is to attend to the injured or sick. All victims are to be treated equally, irrespective of whether they are DRFN staff members or not. The advice of medical personnel must be heeded at all times.**

**Following first aid to the injured, the following activities are to be initiated:**

- **seek medical assistance**
- **inform the police**
- **do not admit any liability under any circumstances**
- secure the vehicle and personal effects of all involved
- if a vehicle is involved in the emergency, and once the police has authorised this, it is to be towed to the nearest police station or area designated by the police
- the vehicle remains at the police station until the insurance company authorises it be moved.

Refer all requests for any information from the media to the Executive Director. The DRFN will assist all its employees as much as possible, and can do this best if issues are resolved without an instruction of a court.

Under no circumstances is any DRFN staff authorised to take a decision that goes against the decision or advice of a doctor, medical or police officer. In case of a dispute, or if the opinion of the medical officer is in doubt, the opinion of another officer is to be requested. **The advice of medical personnel must be heeded at all times.**

### 13.3 Documentation

Following an emergency, the Head of the DRFN's Admin & Finance unit files all documentation and papers of relevance to the emergency, and prepares a summary of all phone or other conversations relating to the emergency, detailing times, participants and outcomes. All persons involved in an emergency should draft a brief, day-by-day account and description of their actions and observations, which are to be submitted to the Head of the DRFN's Admin & Finance unit.

### 13.4 Evacuation

Medical personnel providing first aid will advise whether medical evacuation by air is required. Without this recommendation, medical evacuation by air will not be considered. Air evacuation of non-employees travelling in a DRFN vehicle is problematic unless such non-employees have an evacuation insurance of their own. If air evacuation of a non-employee is advised by the attending physician, the Executive Director or his/her designate will decide whether or not to authorise such travel.

Normally, the evacuation service will arrange for an ambulance from the airport to the receiving hospital, and DRFN staff is usually not responsible for this.

### 13.5 Contacts

The DRFN makes use of the Roman Catholic Hospital in Windhoek, unless otherwise instructed by the medical officer, or advised by the Executive Director or his/her designate.

## 14 EMERGENCY CONTACT NUMBERS

<b>PERSON</b>	<b>CONTACT NUMBER</b>
<b>WHK MUNICIPALITY AMBULANCE</b>	<b>211 111</b>
<b>POLICE</b>	<b>10111</b>
<b>CITY POLICE</b>	<b>302 302</b>
<b>FIRE BRIGADE</b>	<b>211 111</b>
<b>ISOS – EMERGENCIES / AMBULANCE</b>	<b>112 OR 1707</b>
<b>RESCUE 911</b>	<b>222 255</b>
<b>ROMAN CATHOLIC HOSPITAL</b>	<b>270 2911</b>
<b>CASUALTY UNIT</b>	<b>270 2006</b>
<b>GROUP 4 SECURICOR (G4S)</b>	<b>081 999</b>
<b>VIVIANE KINYAGA</b>	<b>085 585 0669 (mobile)</b>
<b>ANNEMARIE BRANDT</b>	<b>081 241 4806 (mobile)</b>
<b>NAMIBIA MEDICAL CARE</b>	<b>294 7207</b>
<b>PROSPERITY GROUP NAMIBIA</b>	<b>299 9000</b>
<b>LEOPARD SECURITY ENTERPRISES</b>	<b>Bertie van Zyl: 0811 280 639</b> <b>Johan van Zyl: 081 244 7563</b>
<b>POWER FAILURES</b>	<b>290 2452/3/4 OR 222 658</b>
<b>WATER &amp; SEWERAGE</b>	<b>290 2402 OR 290 2423 (after hours)</b>
<b>TELECOM FAILURES</b>	<b>1133</b>
<b>ISOS – OFFICE</b>	<b>230 505</b>
<b>SANLAM NAMIBIA</b>	<b>294 7111</b>

## 15 HIV / AIDS POLICY

The DRFN recognises that HIV/AIDS is affecting all spheres of national development, from the workplace to the community at large. The DRFN regards HIV infections as preventable, and encourages its employees to act responsibly to avoid creating conditions that spread HIV. The DRFN also ensures that no discrimination and or victimisation occurs at the workplace because of a person's HIV status.

The DRFN therefore promotes and provides appropriate access to information and education programmes for its employees, and strives to provide a conducive and supportive workplace environment that deals with employees who may be affected, in order to reduce the likelihood of spreading the infection and manage the impact of HIV/AIDS.

The DRFN does not require HIV tests as a pre-condition of employment, and excludes such tests from any other DRFN-mandated medical examinations. Moreover, being HIV positive or having AIDS shall in no way affect an employee's position with the DRFN, unless the employee is no longer able to perform his/her duties.

To support any employee, the DRFN may arrange - at the employee's request - counselling on how to cope with HIV, but will not be responsible for any costs arising from such counselling, advice and/or medical treatment.

## 16 AFFIRMATIVE ACTION POLICY

The DRFN recognises that past discriminatory laws and practices applied in pre-independent Namibia, resulted in the unequal distribution of education and employment opportunities for many Namibians, especially the previously disadvantaged and women.

The DRFN has historically followed a policy of equal employment for all persons regardless of their racial background, gender or affiliation. The DRFN remains committed to address existing inequalities through programmes that provide leadership skills, capacity building and training, career advancement opportunities, and various resources in order to improve the capacity of its employees.

The DRFN will consciously and consistently strive to ensure that all staff members enjoy equal opportunities at all levels of employment within the organisation, and ensure that there is equal representation and diversity in its workforce.

The DRFN commits itself to the following employment equity and affirmative action strategies:

- Create an atmosphere of tolerance and understanding between all employees
- Identify and eliminate possible employment barriers
- Promote a safe and balanced working environment
- Ensure that equal employment opportunities are created and available for all employees
- Identify and create employment and promotion opportunities specifically targeting employees that were previously disadvantaged as a consequence of their social, economic, gender status, and those that are disadvantaged because of physical or other challenges
- Give priority to previously disadvantaged candidates when having to choose between employing or promoting equally qualified candidates
- Train Namibians as understudies for non-Namibian citizens employed at the DRFN
- Take all reasonable measures to accommodate persons who are physically or otherwise challenged.

## 17 TERMINATION OF EMPLOYMENT AND RESIGNATION

### 17.1 Notice Periods

Contracts can be terminated in the following ways:

- by the DRFN or the staff member giving twenty-four hours written notice on any working day during the first four weeks of employment
- by the DRFN or staff member giving at least one week's written notice (to be given on/or before the usual pay day of the employee, and counted from the day after such a pay day) after the first four weeks of employment, and before the end of the first twelve months of uninterrupted service
- by the employee giving the DRFN one calendar month written notice after any uninterrupted period of twelve months of employment. No vacation leave is granted during the notice period. The salary of the month in which notice was given is due on the last day of work, and an employee is expected to work until the last day of the notice month.
- by the DRFN giving the staff member one calendar month written notice after any uninterrupted period of twelve months employment. Any termination of service notice is to provide the reasons for such action, or by paying one month's salary and immediate dismissal.

Should an inadequate notice period be given by either party, as described in the above clauses, payment in lieu of notice is required. For example, should an employ resign without notice, the DRFN will deduct one full month's salary including the usual benefits such as medical aid, pension, thirteenth month, from any final payment to the employee.

### 17.2 Payment for Unused Annual Leave

Upon resignation or termination of services, the employee is entitled to receive payment for all accumulated annual leave in accordance with the leave provisions applicable on the date of resignation/termination. Payment for unused annual leave includes the usual benefits such as medical aid and pension, but excludes any unused sick, compassionate or forfeited annual leave.

### 17.3 Service Certificates

Upon resignation/termination of service, employees are entitled to a Certificate of Service (Form 8) including the following:

- name and address of the DRFN and the staff member
- the DRFN's nature of business
- the capacity in which the staff member was employed
- the date of commencement and termination of the employee's contract of employment
- the employee's remuneration scale immediately prior to the resignation/termination (if requested by the employee)
- the reason for termination of the contract of employment (if requested by the employee).

A Certificate of Service may also be issued to staff currently in the employ of the DRFN.

### 17.4 Severance Pay

If the DRFN retrenches an employee who worked for twelve or more consecutive months as an employee of the DRFN, a severance allowance equal to one week per full year of service is paid. In case of a summary dismissal or resignation, no severance allowance is paid.

Employees working as consultants or volunteers do not receive any severance pay.



Staff appointed to specific projects is only eligible to receive a severance allowance if specifically included in the project's budget.

### **17.5 Authorisations**

All involuntary terminations, including retrenchments, dismissals and summary dismissals have to be authorised by the Executive Director.

## **18 REDUNDANCY AND RETRENCHMENT**

The DRFN recognises the right of employees to be informed as soon as possible about any planned redundancies or retrenchments. However, as the DRFN is funded solely by projects that are of limited duration and have specific and finite budgets, redundancies and/or retrenchments cannot be ruled out.

The DRFN strives to accommodate staff from projects that are coming to an end, provided the employee has performed to expectations and the employee's skills and DRFN needs and funding can be matched. If these conditions are not met, the DRFN may be forced to retrench staff. Any decisions regarding redundancies or retrenchments are made by the DRFN's management and Executive Director.

### **18.1 Consultation Process**

At least four weeks prior to any redundancy/retrenchment the Executive Director calls a meeting of affected staff informing them of the impending redundancies/retrenchments, the reasons for such a step, and the date of such redundancy/retrenchment. The affected employee(s) are given a period of one week from the date of that meeting to make any investigations deemed relevant in relation to the retrenchment/redundancy.

A second meeting between the affected staff and the Executive Director is held within ten days of the initial meeting to consider any representations regarding the proposed retrenchments and/or redundancies, as well as any alternatives. The Executive Director may consider any representations made, in which case the meeting is adjourned for a period as is considered necessary. Further meetings may take place between the parties should they be required.

### **18.2 Alternatives**

The Executive Director may, at his/her discretion, examine any alternatives to redundancies and/or retrenchments. These may include a moratorium on hiring new employees for a specific job category, the transfer of employees, and early retirement of employees.

## **19 DEATH BENEFITS**

Sanlam Namibia pays a death benefit equal to two times the staff member's basic annual salary as per DRFN group insurance policy to the beneficiaries of a deceased DRFN employee. Such payment will not be made if the employee dies as a result of operating a motor vehicle or other equipment in contravention with any DRFN rules and regulations, as are described in this or any other DRFN guideline, or if the laws of the country were contravened, or if unreasonable risks were taken. Assigning rights to death and other benefits is made using Form 20.

## **20 GRIEVANCE PROCEDURE**

The DRFN wishes to promote high levels of staff morale and satisfaction among its employees. This grievance procedure is designed to minimise misunderstandings by providing a transparent grievance procedure. A grievance is defined as *"any serious dissatisfaction or feeling of injustice affecting an employee that arises out of his/her work situation, or the employment relationship between him/herself and the DRFN"*.

In the first instance it is every employee's duty to attempt to resolve any misunderstandings or disagreements at the earliest possible stage.

Employees may lodge grievances without prejudicing their employment conditions. Notwithstanding the stages and the time limits stated in this grievance procedure, the parties may agree to deal with their grievances in a more expeditious manner.

This grievance procedure may not be cut short unless the grievance constitutes an emergency that could jeopardise the safety of employees and/or stability at the DRFN.

## **20.1 Stages of the Grievance Procedure**

### **20.1.1 Stage 1 (Day 1)**

A standard grievance form (Form 9) is completed, clearly stating the most important allegations and the desired solution, and is submitted to the Executive Director. If required, an employee may approach a fellow employee for guidance on completing the grievance form.

### **20.1.2 Stage 2 (Days 2 and 3)**

The Executive Director nominates a person who will attempt to resolve the grievance within two working days of having received the grievance form. If a solution is reached and accepted by the employees concerned, it will be acknowledged by all parties on the grievance form. If a satisfactory solution is not reached within two working days, the Executive Director's nominee will record the failure to reach a solution as well as the reasons for such failure on the grievance form, and will refer the case to the Executive Director.

### **20.1.3 Stage 3 (Days 4 and 5)**

The Executive Director convenes a meeting of all concerned within two working days of having received the nominee's report. If required, the Executive Director will call for additional information or evidence from witnesses nominated by the aggrieved employee(s), or from a person nominated by the Executive Director. If a satisfactory solution is not reached within two working days, the Executive Director will record what has transpired and refer the matter to the DRFN's management committee.

### **20.1.4 Stage 4**

The Executive Director will convene a special management committee meeting to table the grievance. In addition to the parties associated with the grievance, a fellow employee or a union official is entitled to attend such meeting to represent the aggrieved employee(s). Should the parties fail to reach a settlement, such failure and the reasons therefore are recorded in the minutes of the meeting, which are to be signed by the aggrieved employee(s), and the Executive Director. Failure to reach a settlement at this level will constitute a dispute, which is submitted for mediation by either of the parties within seven days of the recording of the grievance as a dispute, or recourse may be had to the Disputes Procedures of the Labour Act.

The DRFN grievance procedure cannot be used to gain redress in regard to dissatisfaction with any outcome of disciplinary action taken by management. The appeal procedure as set out in this manual applies in such instances.

## 21 DISCIPLINARY CODE AND PROCEDURE

### 21.1 Guiding Principles

The Disciplinary Code is based on the following principles:

- any disciplinary action should have an educational value as well as a corrective component
- punitive action should only be considered if earlier steps have proven ineffective
- as far as possible, similar offences committed under similar circumstances should be treated in the same manner and incur similar penalties
- since every disciplinary system depends on human judgements, errors will occur, which makes an appeal system an integral part of the Code
- the Code is not affected by the fact that an employee has a letter of appointment, which stipulates a specific period of notice.

The following forms and notices are to be used in support of these principles:

- Warning Letter (Form 11)
- Final Warning (Form 13)
- Notice of Enquiry (Form 14)
- Appeal Notice (see Form 15).

### 21.2 Categories of the Disciplinary Code

This Disciplinary Code is divided into the following four categories:

- **Misconduct:** the reason for dismissal relates to the conduct of an employee
- **Incompetence:** the reason for dismissal relates to the performance of an employee
- **Incapacity:** where the employee is rendered incapable of continuing with the work he/she performs, which is brought about by factors beyond the employee's control (for example due to sickness or injury)
- **Incompatibility:** where fellow employees cannot collaborate with an employee or the individual does not subscribe to the values of the DRFN.

Although the different procedures to be followed are similar, there are a number of important differences that, if not adhered to, can have serious repercussions. It is therefore of importance to determine the precise nature of every complaint.

### 21.3 Initiation of the Formal Disciplinary Procedure

If it is alleged or suspected that an employee is guilty of misconduct or failure to maintain standards, and if the conduct is sufficiently serious to justify resorting to disciplinary action, the employee's immediate supervisor or Executive Director – the "initiator" – initiates the following disciplinary procedure.

#### 21.3.1 Suspension of the employee:

The DRFN reserves the right to suspend a staff member, and to instruct the employee to immediately leave the premises if circumstances warrant such action. Generally, an employee will be suspended if his/her continued presence is likely to cause a disturbance, or when it is necessary to avoid injury or loss or damage to DRFN property, or when there is a possibility of tampering with evidence. The employee will be advised in writing that he/she is suspended on full pay until further notice, pending the outcome of an investigation into the suspected irregularities. The employee will be instructed not to enter the DRFN's premises without prior permission from the initiator and may also be instructed not to communicate with any potential witnesses. The employee must remain at a place where he/she can be contacted during office hours.

### 21.3.2 Collection and evaluation of evidence:

The initiator proceeds to investigate the matter and collects evidence relating to the alleged misconduct. This may include the taking of statements from witnesses, including from the employee who is alleged to have committed the misconduct. The accused employee cannot be compelled to make a statement.

Under no circumstances is the case to be discussed with the person who will chair the disciplinary hearing.

Upon completion of the evaluation of available evidence, the following options are available:

- If there is sufficient evidence to find the accused guilty and the initiator is satisfied that the nature of the offence warrants a final written warning or dismissal, preparations are made for a formal disciplinary hearing.
- Where the initiator, after consultations with the Head of the DRFN's Admin & Finance unit and/or Executive Director is of the opinion that the evidence suggests a lesser verdict, a verbal or written warning is issued.
- If the investigation shows that there is insufficient evidence to proceed, the accused is informed, and the matter is dismissed and the case closed.
- Where the evidence shows that the cause of the problem can be ascribed to a lack of knowledge, insufficient skills or training, incompatibility of personalities or a wrong placing of the employee, or some other form of incapacity where *the employee is not intentionally at fault*, the Head of the DRFN's Admin & Finance unit and/or Executive Director advises on appropriate measures to be taken.

### 21.3.3 Preparation of the charge/s:

The initiator notifies the employee in writing of the following:

- decision to summon him/her to appear before a disciplinary hearing
- the charge/s laid
- specific incident/s involved (brief description mentioning the time, place and date)
- date, time and venue of the hearing
- persons to act as initiator (prosecutor) and chairperson, respectively, and the
- basic rights of an accused employee prior, during and after the hearing.

Sufficient details must be given in the disciplinary hearing notification to enable the employee to understand the nature of the charge, and to enable the employee to prepare for a defence at the hearing if the allegation is denied.

### 21.3.4 The Chairperson:

The chairperson must be impartial and objective, and must not have a vested interest in the matter. It is the chairperson's responsibility to hear the evidence from both sides, to decide whether the accused is guilty or innocent, and to make recommendations regarding any disciplinary action. The chairperson is furnished with a copy of the disciplinary hearing notification prior to the hearing, and will usually be selected from amongst the ranks of desk coordinators within the DRFN. The DRFN reserves the right to appoint a chairperson from outside the DRFN if appropriate.

### 21.3.5 Employee's Rights:

In as far as the rights of the accused have not been incorporated into the hearing procedure, the initiator of the hearing must ensure that the accused is formally informed and understands that he/she has the following rights:

- to be told of the charge(s) and the alleged incident/s to which it/they relate
- to have the hearing taking place in good time
- to have adequate notice of the hearing
- to have an impartial chairperson
- to have a representative
- to be able to cross-examine witnesses
- to call own witnesses
- to have an interpreter
- to be informed about the finding and the reasons for it
- to have his/her previous service record considered
- to be informed of the penalty
- to have the right of appeal against the outcome of the hearing.

#### **21.3.6 Arrangements for the disciplinary hearing:**

The disciplinary hearing is to be held as soon as possible after the alleged contravention comes to the DRFN's notice and has been suitably investigated. The employee must have been afforded a reasonable time (at least 48 hours) to prepare a defence.

The initiator makes the necessary arrangements regarding the time and venue for the hearing, and ensures that all concerned are adequately notified and will be present at the hearing. Individuals attending the hearing include:

- Chairperson (presiding over the hearing)
- Initiator/prosecutor (leading evidence on behalf of the DRFN)
- Accused employee/defendant (to answer to the charge)
- Representative of the employee (to assist and defend the accused employee – the choice of representation is limited to a fellow employee, shop steward or union official, and the Executive Director may grant authorisation for other outside representation in exceptional cases)
- Witnesses
- Interpreter, if required
- Head of the DRFN's Admin & Finance unit (as observer and technical advisor)

No other observers may be present except with the consent of all parties. Arrangements must be made for the accurate recording of the proceedings during the disciplinary enquiry, preferably by both electronic means and by taking minutes. Precautions must be taken to ensure that there are suitable seating arrangements and that the hearing can proceed behind closed doors and without disturbance.

#### **21.3.7 Conducting the disciplinary hearing:**

Although the chairperson is allowed a degree of discretion in conducting the disciplinary hearing to ensure fairness and reasonable flexibility where justified, the process normally entails the steps outlined below. If the accused fails to attend the hearing, after having been given reasonable notice, the case may be heard *in absentia*, and a decision is taken on the available evidence. However, the chairperson has the right to postpone the hearing to another date depending on circumstances, e.g. when an employee does not have a suitable representative.

#### **Steps:**

- (a) After having ascertained the language preferences of the accused and whether an interpreter is required, the chairperson calls the meeting to order, introduces those present, explains the reason for the meeting and the procedure to be followed, as well as the rights of the accused employee.

- (b) The chairperson or initiator then reads the charge(s) and alleged incident(s) and enquires from the accused employee how he/she intends to plead.
- (c) If the employee pleads not guilty, opening statements are made by the initiator and the accused employee or his/her representative.
- (d) Opening remarks are followed by the leading of evidence and cross-examination by both parties. The chairperson may ask questions during the course of the hearing.
- (e) Opportunity is granted for closing arguments.
- (f) The hearing is adjourned, and the chairperson prepares a written report with a summary of the evidence and arguments presented by the parties, an analysis of these, and the findings.
- (g) The hearing is reconvened, usually at a later date, and the chairperson presents the report and makes copies available to the parties.
- (h) If the defendant is found not guilty, the charge is dismissed and the acquittal is recorded on the employee's personal file.
- (i) If the defendant is found guilty, he/she is granted the opportunity to present mitigating evidence, and the initiator is afforded the opportunity to present any aggravating evidence, if any.
- (j) Thereafter the chairperson makes recommendations regarding appropriate disciplinary measures based on all the available facts and circumstances of the case.
- (k) The final decision with regard to the disciplinary sanction, if it involves a final written warning or dismissal is made by the chairperson, based on the recommendations of the hearing.
- (l) In case the accused pleads guilty, only a summary of the incident(s) is/are given by the initiator, where after the chairperson proceeds to steps (i) to (k).
- (m) Upon closing the hearing the chairperson reminds the employee of the right to appeal against the verdict and/or the disciplinary sanction decided upon.

The following factors should be considered in case of disciplinary sanctions:

- The disciplinary action to be taken is to be based on the seriousness of the offence as well as the disciplinary and service record of the offender.
- Certain factors may aggravate or mitigate an offence: for example, an employee with an otherwise good service record may be treated more leniently as a first offender than an employee with short or uncertain service record.
- An offence by an employee who is expected to set an example to others is to be considered more serious.
- The likely consequences of a particular offence are to be considered: for example, negligence on the part of an employee responsible for the health and safety of others is serious.
- Whenever the chairperson decides to impose a more lenient or lesser penalty than is usual for the type of offence, such a penalty is to be fully justified.

#### **21.3.8 Appeals:**

Unless new evidence has come to light which the employee wants to be considered on appeal, the chairperson of the appeal hearing (who may not have had any role in the disciplinary hearing) determines the appeal on the strength of the disciplinary inquiry and its recommendations.

Should the reasons for appeal not be sufficiently detailed or be unclear, the chairperson may convene an appeal hearing attended by the appellant and his/her representative (who may be any person of the appellant's own choice), a DRFN representative (usually, but not necessarily, the disciplinary hearing initiator), and an observer (usually the Head of the DRFN's Admin & Finance unit). The chairperson affords the appellant or his/her representative the opportunity to elaborate the reasons of appeal, where after the DRFN's representative responds. After optional final statements by both parties, the chairperson will close the hearing and prepares written findings and a recommendation based on what was said at the appeal hearing, as well as the content of the disciplinary hearing documentation.

Should the appeal be based on substantial procedural deficiencies experienced during the disciplinary inquiry, the chairperson of the appeal hearing may order that the appeal hearing be converted into a full-fledged re-hearing of the whole matter.

The final decision on the outcome of the appeal will be taken by the Executive Director, based on the recommendations of the presiding appeal chairperson. In a situation where the Executive Director had previously taken the final decision on an appropriate disciplinary action, the final decision pursuant to an appeal recommendation is taken by the chairperson of the Board of Trustees of the DRFN.

An employee who is dismissed as a result of the outcome of a disciplinary hearing does not receive any payment for any time spent on appealing the dismissal.

## 22 MISCONDUCT

Misconduct includes but is not limited to the following acts or omissions:

### **Absenteeism:**

- reporting late for work
- leaving work early
- extended or unauthorised breaks during working hours
- unauthorised absence from the workplace during the course of the day
- failure to produce medical certificates when required.

### **Improper work performance:**

- failure of an employee to perform his/her duties in the prescribed manner.

### **Indiscipline, insubordination and/or disorderly behaviour:**

- refusing or failing to obey a lawful instruction given by a person of authority while on duty
- non-compliance with established DRFN rules, procedures or standing instructions
- use of abusive language by utterance, or any publication which includes language which has the effect of showing hatred, ridicule or contempt of any person or group of persons, particularly with regard to their gender, race, religion, culture, sexual preference or place of origin
- threat of violence to person or property
- assault or attempted assault
- negligent or wilful loss, damage or misuse of any DRFN property or assets.

### **Alcohol or drugs abuse:**

- being under the influence of alcohol or drugs whilst on duty
- taking alcohol or drugs whilst on duty
- encouraging or not preventing others from taking alcohol or drugs while on duty.

### **Dishonesty:**

- fraud
- theft of any property (irrespective of who the owner of such property is)
- bribery and attempted bribery
- inducing or attempting to induce any person to perform any corrupt act
- giving false evidence, or making false or fraudulent statements
- falsifying/altering any document for any purpose other than that for which the document was originally prepared or required
- misappropriation of any DRFN asset, fund or property
- using any DRFN vehicle or other asset for an unauthorised or illegal purpose.

### **Misuse of DRFN Motor Vehicles or Equipment:**

- failure to adhere to the conditions of use of DRFN vehicles or equipment as described in this manual.

### **Representational Failure:**

- failing to represent the DRFN in a professional, mature manner, whether during or outside of office hours, on or off duty, inside or outside of Namibia.

### **Safety:**

- breaching any safety regulation contained in any law
- any act or omission, which has or could have the effect of jeopardising the safety of the employee concerned or any fellow person.



## 23 SANCTIONS

Depending on the circumstances of each and every case, any one of the following sanctions may be applied to any breach of this Code. **Letters of Advice** may be issued as a cautionary note.

**Warning Letters** may be given if the first offence involves, or if a repetition of a minor offence occurs, for example:

- absenteeism and lateness
- disobedience and related offences
- abuse of alcohol, drugs or related substances.

Warning Letters remain in force for six months.

**Final Warnings** may be given when:

- an offence is repeated while a warning is in force
- there is a first offence involving dishonesty, theft, fraud, corruption or assault
- there is violence or a threat of violence, abuse or misuse of DRFN assets or property
- there are events related to the workplace, co-employees or the assets/property of the DRFN, in circumstances where summary dismissal is inappropriate.

Prior to issuing a Final Warning letter, the Executive Director first gives the employee the opportunity to defend him/herself against the complaint/allegation. In appropriate cases, this may include the presentation of oral and/or written evidence. All reasons advanced by the employee are recorded and the Executive Director's reasons for his/her decision are similarly recorded.

A Final Warning remains valid for twelve months from the date of issue.

**A Summary Dismissal** is only used in cases where:

- other forms of disciplinary action have failed and the employee has received a final warning
- an employee on a final warning commits a serious offence
- the offence committed is so serious that it amounts to a repudiation of the employee's contractual obligations
- dishonesty, theft, fraud, corruption, assault, violence or threats of violence, abuse or misuse of DRFN property, related to the workplace, co-employees or the property of the DRFN has occurred in circumstances where summary dismissal is appropriate
- where there is continued or regular absence from work, without permission or without good reason, continued disobedience, or repeated abuse of alcohol or substances which affect the employee's work performance.

### **Alternative Sanctions to Summary Dismissal**

Where summary dismissal is not appropriate, the following sanctions may be applied:

- suspension with or without pay for a restricted period of time
- a reduction in benefits
- demotion (without a loss of Grade/Step)
- a transfer from one position to another
- dismissal with notice or payment of salary in lieu of notice
- referral to the Board of Directors
- referral to the Anti-Corruption Commission or other law enforcement agency.

## 23.1 Compensation

In appropriate cases, in addition to any sanction imposed, an employee can be ordered to compensate the DRFN for any losses sustained by the DRFN due to the conduct for which the employee was found guilty at a disciplinary hearing.

## 23.2 Incompetence/Incompatibility

The DRFN will not dismiss any person because of his/her unsatisfactory performance, unless at some prior point in time he/she was informed that his/her performance was unsatisfactory or defective, or that he/she is incompatible and thereafter failed to remedy the situation within a reasonable period of time.

If an employee's performance is unsatisfactory or he/she is incompatible with co-employees, the employee is to be informally and verbally counselled by his/her immediate supervisor as to the behaviours causing the adverse situation, and the steps that need to be taken to correct them.

Informal counselling is to be used under the following circumstances:

- poor work performance (where the performance of an employee falls short of what can reasonably be expected)
- carelessness and/or a casual approach to the job
- lack of motivation
- loafing/laziness, i.e. the failure to perform a task within a reasonable period of time
- failure to carry out/complete instructions
- where the employee experiences problems with co-employees or finds him/herself incompatible with the values of the DRFN.

Depending on the complexity of the problem, further verbal counselling may take place on an informal basis. However, if the problem is one which could have been easily remedied and was not, the Executive Director issues a Warning Letter (Form 11), or a Final Warning Letter (Form 13). Depending on the seriousness of the problem, initial counselling is not necessary and a Letter of Advice or Warning Letter is issued immediately.

### 23.2.1 Continued Incompetence/Incompatibility

If an employee:

- fails to remedy his/her performance after being handed a Letter of Advice
- acts negligently in circumstances where the failure to exercise reasonable care results or could result in the repetition of tasks, the breakage of equipment, or places the safety of fellow employees at risk
- has been counselled frequently about unsatisfactory aspects of his/her performance at different times but has not been issued with a Letter of Advice, an inquiry is ordered by the Executive Director, similar in process to one preceding a final warning.

If the employee fails to take the necessary action within the time period stipulated in the Final Warning, or if the action taken by the employee falls short of what is required and remains unacceptable, or if any employee who has been given a Final Warning performs badly in another area, then an inquiry is held to determine:

- whether there is a reasonable explanation for the failure to take action or further unsatisfactory performance, and
- whether there is any reason why the employee should not be dismissed by virtue of his/her having failed to perform properly, or to remedy his/her incompatibility.

The procedure to be followed is the same as that applying to disciplinary matters.

### 23.3 Incapacity

This category normally applies in cases of prolonged and/or severe illnesses. If it appears that an employee does no longer have the capacity to carry out his/her work, the alleged incapacity must first be discussed with him/her in order to ascertain his/her reason(s). If the employee offers an acceptable explanation, for example, by showing that the incapacity is of temporary nature, the matter need not be taken further.

However, if the employee's explanation is not satisfactory or if the factual position is unclear, the employee is referred to an expert for a full examination and report. The choice of the expert is as far as possible made by mutual consent, but if no agreement is reached, the Executive Director's choice prevails subject to the proviso that the employee may obtain a second opinion at his/her expense. The costs of the initial examination are carried by the DRFN. Arbitration or third opinions are appointed and paid for by the DRFN and will be considered final.

If the expert finds that the employee is no longer capable to undertake his/her designated work, an inquiry is ordered by the Executive Director, as per disciplinary inquiry guidelines, with the aim to determine whether or not the employee can be offered alternative employment, or whether the employee's contract is to be terminated. A copy of the report is furnished to the employee, together with the outcome of the enquiry. Unless the parties agree otherwise, the expert(s) who formulated the opinion(s) are required to give evidence at the hearing and explain the basis of their recommendations. If required, an appeal procedure applies similarly as described in this manual.

## 24 WHISTLE BLOWING

The DRFN recognises the fact that fraud and other irregular conduct within the DRFN can be detrimental to good, effective, accountable and transparent governance within the DRFN and can endanger the credibility and economic stability of the DRFN.

There is a need for procedures in terms of which members of staff may, without fear of reprisals, disclose information relating to suspected or alleged criminal or other irregular conduct potentially affecting the DRFN. Every member of staff has a responsibility to disclose criminal and any other irregular conduct in the DRFN and the DRFN has a responsibility to take all necessary steps to ensure that any person who disclose such information are protected from any reprisals as a result of such disclosure.

The policy aims to:

- a. Provide avenues for staff to raise concerns and receive feedback on any action taken;
- b. Inform staff on how to take the matter further if they are dissatisfied with the response; and
- c. Reassure staff that they will be protected from reprisals or victimisation for whistle blowing in good faith.

### 24.1 Instances of Whistle Blowing

Whistle blowing should be encouraged for any of the scenarios mentioned in Section 22 above.

### 24.2 Procedures for Whistle Blowing

For minor issues (e.g. personal use of DRFN equipment etc.), employees should normally raise the concerns with their immediate manager. In general, however, the whistle blowing procedure is expected to be used for potentially more serious and sensitive issues (e.g. fraud and corruption).

The first step will be for the employee to approach their immediate manager unless he/she or senior management is the subject of the complaint, in which case the Executive Director should be informed. The procedures for an investigation and disciplinary hearing will be followed (please refer to sections 20 / 21 / 23). Concerns are better raised in writing. In cases where anonymity is preferred, such concerns shall be in writing and shall be addressed to:

The Executive Director  
Desert Research Foundation of Namibia  
PO BOX 20232  
Windhoek, Namibia

Otherwise, concerns can be sent by e-mail to the following address: drfn.@drfn.org.na

### **24.3 Whistle Blower Protection**

The DRFN acknowledges the fact that the decision to report a concern can be a difficult one to make, not least because of fear of reprisal from those responsible for the irregularity. The DRFN will not tolerate harassment or victimisation and will take action to protect any person when they raise a concern in good faith. This does not mean that if a member of staff is already the subject of disciplinary or other action, that action will be halted as a result of their whistle blowing.

The DRFN will take all necessary steps to protect an individual's identity when he/she raises a concern and does not want their identity to be disclosed. It must be appreciated, however, that the investigation process may reveal the source of the information and a statement by the member of staff may be required as part of the evidence.

However, the DRFN encourages whistle blowers to put their names to allegations. Concerns expressed anonymously are difficult to investigate; nevertheless they will be followed up at the discretion of the DRFN. This discretion will be applied by taking into account the following:

- a. the seriousness of the issue raised;
- b. the credibility of the concern; and
- c. the likelihood of confirming the allegation.

Members of staff are discouraged from making allegations which are false and made with malicious intentions. Where such malicious, vexatious, or false allegations are discovered, the person who made the allegations will be subjected to firm disciplinary action or other appropriate action in the case of external parties.

### **24.4 Dealing with Whistle Blower Concerns**

The action taken by the DRFN will depend on the nature of the concern. The matters raised may, among other possible actions:

- a. be investigated internally, following the DRFN procedures as outlined above;
- b. be referred to the Board of Directors
- c. be referred to the Anti-Corruption Commission or other relevant law enforcement agency; and/or

In order to protect individuals and the DRFN, initial enquiries will be made to decide whether an investigation is appropriate and, if so, what form it should take. Some concerns may be resolved by agreed action without the need for investigation. If the identity of the complainant is known, the DRFN will write to the complainant:

- d. Acknowledging that the concern has been received;
- e. Indicating how it proposes to deal with the matter and whether any initial enquiries have been made;
- f. Giving an estimate of how long it will take to provide a final response; and
- g. Informing him/her whether further investigations will take place, and if not, why not.

The amount of contact between the authority investigating the issues and the persons raising the concern will depend on the nature of the matters raised, the potential difficulties involved and the clarity of the information provided. If necessary, further information will be sought from the individual.

The DRFN accepts that employees need to be assured that the matter has been properly addressed. However, the progression of investigations will be handled in a confidential manner and will not be disclosed or discussed with any persons other than those who have a legitimate right to such information. This is important in order to avoid damaging the reputation of suspected persons who are subsequently found innocent of wrongful conduct.



*Enhancing decision making for sustainable development*

## Desert Research Foundation of Namibia

7 Rossini Str., Windhoek West  
 P.O.Box 20232, Windhoek, Namibia  
 Fax: +264-61-230172; Tel: +264-61-377500  
 Email: [drfn@drfn.org.na](mailto:drfn@drfn.org.na) Web page: [www.drfn.org.na](http://www.drfn.org.na)

**FORM 2**

### REQUEST FOR OVERTIME PAY

TO : CHIEF ACCOUNTANT, DRFN FINANCE

FROM : \_\_\_\_\_

PROJECT/SECTION : \_\_\_\_\_

DATE : \_\_\_\_\_

I request that the under-mentioned employee be authorised to work overtime at the following dates and times and for the following reasons:

Employee:

Project:

Dates of Proposed Overtime:

Reasons for Overtime:

\_\_\_\_\_  
 Supervisor / Date

Approved by:

\_\_\_\_\_  
 Executive Director/Date

Please arrange with Finance to pay the under-mentioned employee for overtime worked as follows:

EMPLOYEE NAME : \_\_\_\_\_

DEPARTMENT/PROJECT : \_\_\_\_\_

Day(s) and Hour(s) overtime worked: \_\_\_\_\_

Hours worked at a rate of basic salary x 1,5 \_\_\_\_\_

Hours worked at a rate of basic salary x 2 \_\_\_\_\_

AUTHORISED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

EXECUTIVE DIRECTOR

---

FOR ACCOUNTS USE:

AMOUNT PAID : N\$ \_\_\_\_\_

PROJECT : \_\_\_\_\_

PAID TO : \_\_\_\_\_

DATE: : \_\_\_\_\_

SIGNED : \_\_\_\_\_



Enhancing decision making for sustainable development

Desert Research Foundation of Namibia

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Email: drfn@drfn.org.na Web page: www.drfn.org.na

FORM 3

LOAN APPLICATION

I ....., hereby apply subject to approval for a Personal Loan for the amount of

N\$......(.....)

I undertake to repay said amount MONTHLY starting from .....

20....., over ..... months at the rate of N\$ .....

per month, with my last payment due on ..... 20.....

I agree to the following conditions:

- a) DRFN may at the agreed times deduct the agreed amount at the arranged rate as defined below.
b) If, under any circumstances, I am unable to adhere to this agreement, DRFN Finance may attempt recovery of the outstanding amount by any means it may deem appropriate, subject to prior arrangement with the co-signed.
c) Should my contract as employee with the DRFN be terminated due to reasons or circumstances outlined, the entire amount due will be recovered IN TOTAL from my last remuneration payment.

Signed at ..... on this .....day of .....20.....

Signed: .....(employee)

Signed: .....(witness)

CHIEF ACCOUNTANT APPROVAL:

Amount Approved : N\$ .....(.....)

Chief Accountant : .....

Senior Accountant: .....

Comments:.....
.....
.....





**Enhancing decision making for sustainable development**

## Desert Research Foundation of Namibia

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**FORM 4**

### LEAVE APPLICATION FORM

This form must be filled out and approved before leave starts. The employee should submit the form to DRFN Finance to compute leave balances, thereafter to the supervisor, and then to the Executive Director for approval. Once the leave is approved by the Executive Director, DRFN Finance receives the form which is put on the staff member’s personal file. If for any reason, the form was not completed before leave (e.g. for unexpected Sick Leave or absence from office for personal reasons during core hours), a form is to be filled out the day after returning. Leave is charged off in increments of one-half day. Absence of three days or more for sick leave requires a Doctor’s statement that a staff member has been under her/his care. Planned absences of more than two days should be requested as far in advance as possible, and in any case at least two weeks ahead of time.

*The employee is responsible for obtaining all signatures on this form.*

Name: \_\_\_\_\_ Programme/Project: \_\_\_\_\_

I wish to take/took leave from \_\_\_\_\_ to \_\_\_\_\_

This leave should be charged to	<b>Annual</b>	_____	Days
	<b>Sick</b>	_____	Days
	<b>M/Paternity</b>	_____	Days
	<b>Compassionate</b>	_____	Days
		<b>Days Total:</b>	_____

\_\_\_\_\_  
 Requesting Employee  
 Signature/Date

\_\_\_\_\_  
 Approving Supervisor  
 Signature/Date

\_\_\_\_\_  
 Executive Director  
 Signature/Date

DRFN Finance: Balances of Types of Leave

	<b>Annual</b>	_____	Days
	<b>Sick</b>	_____	Days
	<b>M/Paternity</b>	_____	Days
	<b>Compassionate</b>	_____	Days



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**FORM 5**

### TRAVEL ADVANCE REQUEST

NAME: -----

I/We request an advance for our field trip, international travel:

DATE: FROM: -----UNTIL:-----

**PROJECT TO BE BILLED:** -----

LOCATION : -----

REASON FOR TRIP: -----

METHOD OF TRAVEL: -----

My / our anticipated expenses will be:

**ACCOMMODATION:**

PLACE: -----  
RATE per person/night: -----  
NO OF NIGHTS: -----  
TOTAL: N\$-----

**FUEL / OIL :**

VEHICLE REG NO: -----  
DISTANCE TO TRAVEL: -----  
FUEL COST: N\$-----

**PER DIEM:**

NO OF NIGHTS AWAY: -----  
RATE PER NIGHT: -----  
TOTAL: -----

**INCIDENTIAL ALLOWANCE:**

TOTAL: N\$ -----

TOTAL ADVANCE REQUESTED: N\$ -----

I understand that I must hand in a travel expense report on completion of this trip. I understand that I must return any unused funds within 2 weeks of returning from the trip. I authorize the finance department to deduct any funds not returned by me from my salary.

-----  
REQUESTEE

DATE

-----  
APPROVED BY



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**FORM 6**

### TRAVEL EXPENSE REPORT

NAME:	PROJECT:
PURPOSE OF TRIP:	
PERIOD FROM:	TO:

DATE	OVERNIGHT (WHERE)	ACCOM-MODATION	PER DIEM/ MEALS	FUEL/OIL, ETC	OTHER	EXPLAIN OTHER	TOTAL FOR THE DAY
<b>TOTALS</b>							

I certify that the recorded expenditures were incurred by me:	<input type="text"/>	Signature/Date	GRAND TOTAL:	<input type="text"/>
			LESS ADVANCE:	<input type="text"/>
			TOTAL DUE DRFN/EMPLOYEE:	<input type="text"/>

(CIRCLE ONE)

PROGRAMME APPROVAL BY / DATE:	<input type="text"/>
ACCOUNTS REVIEW BY / DATE:	<input type="text"/>

PROJECT DISTRIBUTIONS:  
 PROJECT AMOUNT




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**FORM 7**

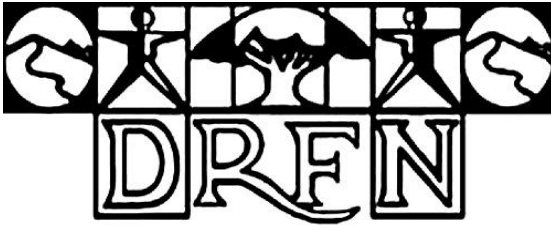
### ACKNOWLEDGEMENT OF REPAYMENT OF DEBT

EMPLOYEE NAME : \_\_\_\_\_

DEPARTMENT/PROJECT : \_\_\_\_\_

I declare that should I leave the employ of the DRFN, for whatever reason, before the full amount of any loans I have received, any advances to me or other debts incurred by me have been repaid, DRFN may deduct any outstanding monies from my final settlement including salary, severance pay and unused Annual Leave.

EMPLOYEE SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_



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**FORM 8**

### **CERTIFICATE OF SERVICE**

EMPLOYEE NAME:

EMPLOYEE OCCUPATION:

START DATE:

TERMINATION DATE:

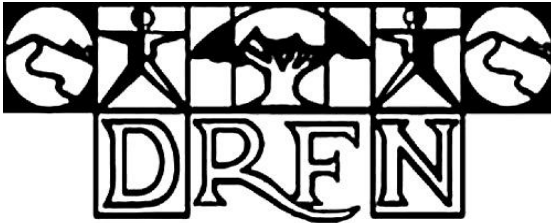
RATE OF REMUNERATION:  
(Available upon request)

REASON FOR TERMINATION

\_\_\_\_\_  
Dr  
EXECUTIVE DIRECTOR  
Desert Research Foundation of Namibia  
PO BOX 20232  
WINDHOEK  
NAMIBIA

\_\_\_\_\_  
DATE:

OFFICIAL STAMP:



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**FORM 9**

### GRIEVANCE FORM

Surname (Mr/Mrs/Miss) \_\_\_\_\_ First Names: \_\_\_\_\_

Designation: \_\_\_\_\_ Department/Project \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_ Designation: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Settlement Desired: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Outcome of Grievance: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Signature of Employee : \_\_\_\_\_

Signature of Executive Director : \_\_\_\_\_



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**FORM 11**

### **WARNING LETTER**

EMPLOYEE NAME : \_\_\_\_\_

OFFICE : \_\_\_\_\_

JOB TITLE : \_\_\_\_\_

DATE : \_\_\_\_\_

#### **WRITTEN WARNING**

REASON FOR WARNING:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROPOSED REMEDIAL MEASURES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMPLOYEE/DATE

EXECUTIVE DIRECTOR/DATE

#### **Notice to Employee:**

1. Take note that repetition of the above conduct could lead to further written warnings and/or a final warning.
2. This reprimand will form part of your employment record and will be taken into account at any further disciplinary proceedings.



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**FORM 13**

### FINAL WARNING LETTER

EMPLOYEE NAME : \_\_\_\_\_

OFFICE : \_\_\_\_\_

JOB TITLE : \_\_\_\_\_

DATE : \_\_\_\_\_

NATURE OF OFFENCE/COMPLAINT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REASON FOR WARNING: (attach minutes of disciplinary hearing)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROPOSED REMEDIAL MEASURES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE/DATE

\_\_\_\_\_  
EXECUTIVE DIRECTOR/DATE

**Notice to Employee:**

- This final warning shall remain in force for a period of 12 months from today.
- Repetition of this offence or any other offence for which you receive a final warning could lead to your dismissal
- This final warning will form part of your employment record and will be taken into account at any future disciplinary proceedings.
- You have 30 days to appeal against this final warning





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**FORM 14**

### NOTICE OF ENQUIRY

TO : \_\_\_\_\_

FROM: \_\_\_\_\_

DATE : \_\_\_\_\_

1. Please note that you are required to attend an enquiry into your conduct.

DATE : \_\_\_\_\_

TIME : \_\_\_\_\_

PLACE: \_\_\_\_\_

2. Nature of the charge(s)/offence(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Details of the alleged offence (s) / charge (s): \_\_\_\_\_  
 \_\_\_\_\_

4. You have the right without fear of victimisation to:
- 4.1 the assistance of a fellow employee of your choice to help you present your case;
  - 4.2 call witnesses and produce evidence in support of your case and to cross-examine witnesses testifying against you;
  - 4.3 an interpreter, should you feel you may not fully understand what is said at the enquiry;
  - 4.4 lead evidence in mitigation if you are found to have committed the offence (i.e., show why leniency should be given to you).
  - 4.5 be given a motivated finding
  - 4.6 appeal against the outcome of the hearing.

5. You are/are not suspended on full pay until the dated of the enquiry.

6. If you;-
- 6.1 require more time to prepare;
  - 6.2 require an interpreter;
  - 6.3 have any queries of any nature whatsoever,

You are welcome to consult the Executive Director.



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**FORM 15**

**APPEAL AGAINST DISCIPLINARY ACTION IMPOSED**

EMPLOYEE NAME : \_\_\_\_\_  
 OFFICE : \_\_\_\_\_  
 DATE : \_\_\_\_\_

In accordance with the provisions of Section 17.3 of the Disciplinary Code and Procedure of the DRFN personnel manual, I hereby appeal against the Disciplinary Action imposed on me at (time) \_\_\_\_\_ h \_\_\_\_\_ on (date) \_\_\_\_/\_\_\_\_20\_\_\_\_, being (state nature of disciplinary action)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The nature of and grounds for the appeal are as set out below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I, the undersigned, declare that the statements contained in this appeal are, to the best of my knowledge and belief, true and correct.

**SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_



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**FORM 18**

### FRIENDS AND RELATIVES AT THE DRFN

Name : \_\_\_\_\_

Position: \_\_\_\_\_

Office : \_\_\_\_\_

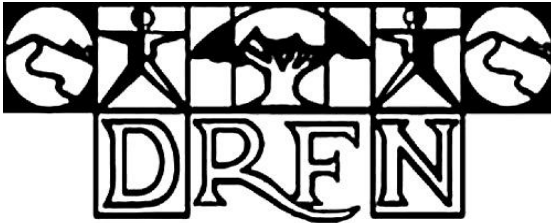
I certify that the following DRFN employees are known personally to me:

Name ..... Friend / Relative.....

Name ..... Friend / Relative.....

Name ..... Friend / Relative.....

\_\_\_\_\_  
Employee/Date



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**FORM 19**

### INDEMNITY FORM

In respect of conveyance of one or several persons in **Desert Research Foundation of Namibia** operated and driven motor vehicles.

I, the undersigned,.....

Address.....

being a major do hereby on behalf of myself, my executors, my assigns, my heirs and all my dependents, whether they be minors or majors who are now or partly dependent upon me, or who may in future be so dependent upon me, acknowledge and declare that whenever I am taken up and conveyed in **Desert Research Foundation of Namibia** driven road motor vehicles, I am taken up and conveyed at my own risk and on the express condition that the **Desert Research Foundation of Namibia** its officers employees, drivers or operators of such vehicles, shall not be liable to me or my dependents or any of them for any damage arising out of loss of life or bodily injuries suffered by me whether or hereafter to become manifest, or any loss of or as a result of so being taken up and conveyed from any cause arising, on the part of such officer, employees, drivers or operators and on behalf of myself, my executors, my assigns, my heirs and all my dependants, I do hereby indemnify, hold harmless, and absolve the **Desert Research Foundation of Namibia** and its officers, employees and aforesaid drivers and operators against and from any damage whatsoever and any legal expenses or costs which may arise out of my being taken up and conveyed as aforesaid which damage, expenses or costs may be claimed by any person whatsoever. I acknowledge that this indemnity covers all future and unascertained damages.

Signed at .....on the day of ..... 20....

**As witness:**

1. ....

2. ....



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**FORM 20**

### DESIGNATION OF BENEFECIARY

A. INFORMATION ABOUT THE INSURED	
NAME OF INSURED	
DATE OF BIRTH (mm/dd/yyyy)	
IDENTITY NUMBER	
EMPLOYEE NUMBER	
POSITION	
PROJECT / DEPARTMENT	

B. INFORMATION ABOUT THE BENEFICIARY/BENEFICIARIES			
FIRST AND LAST NAME OF BENEFECIARY	DATE OF BIRTH (mm/dd/yyyy)	RELATIONSHIP	PERCENT DESIGNATED

I understand that this designation is valid, and it will stay in effect unless it is cancelled.

SIGNATURE OF INSURED	
SIGNATURE OF WITNESS	
SIGNATURE OF WITNESS	
DATE	



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FORM 21

### WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

#### International Students

**Waiver:** In consideration of being permitted to participate in any way in field activities / excursions.

Full name of student: \_\_\_\_\_

Country of origin: \_\_\_\_\_ DRFN: \_\_\_\_\_

I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge and covenant not to sue the Desert Research Foundation of Namibia (DRFN), its employees and agents from liability from any and all claims including the negligence of the Desert Research Foundation of Namibia (DRFN), its employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in any activities assigned.

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

**Assumption of Risks:** Participation in any activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from:

1. Minor injuries such as scratches, bruises and sprains
2. Major injuries such as loss of sight, joint or back injuries, heart attacks and concussions, paralysis and death

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in my job activities.

**Indemnification:** I also agree to indemnify DRFN from any and all claims, actions, suits, costs, expenses and liabilities.

**Acknowledgement of Understanding:** I have read the above paragraphs and fully understand its terms and understand that I am giving up substantial rights. I acknowledge that I am signing the agreement freely and voluntarily

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_