



EMPLOYEE HANDBOOK

WHERE QUALITY MATTERS

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INTRODUCTION

This employee handbook is a summary of policies, procedures and practices related to human resource management at CandyBird in South Africa.

The CEO is accountable for leading an effective staff team and is thereby accountable for the development and implementation of the policies outlined in this manual. Managers are responsible for human resource management within their own staff teams and should reference this manual to ensure organizational consistency in the application of these practices.

The CEO is responsible for the maintaining the procedures and systems which support human resource management for the organization and is available to answer any questions or provide clarification on any content of this manual. CandyBird's benefits package is coordinated through the Chief Financial Officer (CFO). Questions regarding the benefits package may be directed to the latter.

STATEMENT OF PHILOSOPHY

CandyBird wishes to maintain a work environment that fosters personal and professional growth for all employees. Maintaining such an environment is the responsibility of every staff person. Because of their role, managers have the additional responsibility to lead in a manner which fosters an environment of respect for each person.

STATEMENT OF PHILOSOPHY

It is the responsibility of all staff to:

- Foster cooperation and communication among each other.
- Treat each other in a fair manner, with dignity and respect.
- Promote harmony and teamwork in all relationships.
- Strive for mutual understanding of standards for performance expectations, and communicate routinely to reinforce that understanding.
- Encourage and consider opinions of other employees or members, and invite their participation in decisions that affect their work and their careers.
- Encourage growth and development of employees by helping them achieve their personal goals at CandyBird and beyond.
- Seek to avoid workplace conflict, and if it occurs, respond fairly and quickly to provide the means to resolve it.
- Administer all policies equitable and fairly, recognizing that jobs are different but each is important; that individual performance should be recognized and measured against predetermined standards; and that each employee has the right to fair treatment.
- Recognize that employees in their personal lives may experience crisis and show compassion and understanding.

WHO WE ARE

Founded in 2020, operational in South Africa, CandyBird sources, manufactures, and distributes over 150 types of health foods, confectionery, snack foods, nuts and candy of the highest quality.

For information about the company, visit <https://www.candybird.co.za#about>



VISION



Our vision is to become Port Elizabeth's most iconic manufacturer, wholesaler, and retailer of the best quality products, bringing health and happiness into people's lives. Our products are promoted with honesty and integrity, without making any false or misleading claims. By using window packaging, we aim to let the quality of the product within speak for itself.



MISSION



At the core of our mission we are committed to encouraging a healthy lifestyle and promoting wellness. Our goal is to create a family atmosphere in our company by treating staff and customers as if they were our own. Bringing everyone together and delivering delicious, high-quality products that satisfy everyone is how we aim to live up to our core values. And because you're part of the family too, providing the freshest and most flavourful Nuts, Dried Fruit, Seeds, Snacks and Treats around is what we do. While keeping currency and exchange rates in mind, we will always strive to maintain competitive pricing to ensure quality and service.



EMPLOYMENT



EMPLOYMENT EQUITY

CandyBird is an equal opportunity employer and employs personnel without regard to race, ancestry, place of origin, colour, ethnic origin, language, citizenship, creed, religion, gender, age, marital status, physical handicap or financial ability.

EMPLOYMENT

RECRUITMENT AND SELECTION

All employment opportunities at CandyBird are posted for a minimum 10 working day period. They are posted on CandyBird's website and on the websites of affiliated organizations. Occasionally, they are posted on employment websites or with an employment agency. Applications are encouraged from current employees but will be screened in the same manner as applications received from outside applicants. Applicants are invited to submit their application, along with a current résumé, demonstrating that they meet the minimum criteria for the position being sought. At the closing date, all applications are screened, and candidates selected for interview are contacted. If the interview is positive, references will be contacted. Depending on the feedback provided, a position may be offered to the applicant.

NEPOTISM

No candidate shall be hired for a position where they may report to, or supervise a member of their immediate family. Immediate family is defined as: parent(s), step parent(s), foster parent(s), sibling(s), grandparent(s), spouse {including common law partner}, step child(ren) or ward of the staff member, father-in-law or mother-in-law. Personal relationships with other employees or members of the CandyBird Board of Directors or Committees of CandyBird should be disclosed prior to accepting any offer from the employer. Failure to disclose this information would be considered contradictory to the Code of Ethics policy.

ORIENTATION

All new employees to CandyBird shall receive an orientation session which will encompass an overview of general policies, procedures and operations. This will also provide employees, new to either a position or CandyBird, an opportunity to learn the performance expectations management has with regard to the position in question. They will be given a copy of this Employee Handbook and will be expected to learn its contents. They will also make aware of policies such as, Code of Ethics, and asked to sign off on their adherence to same.

EMPLOYEE CLASSIFICATIONS

Each position at CandyBird shall be classified as either Administrative or Management in nature, as determined by the CEO. This decision will be based on the duties assigned and qualifications required for each position. It should be noted that Management positions are not covered by the Hours of Work and Overtime provisions of the Employment Standards Act.

EMPLOYMENT

EMPLOYEE DUTIES

Attached to an Offer of Employment, is a description of the job and the associated responsibilities, along with any additional tasks possibly required. This document will be used to evaluate performance both during the probation period and after. If an employee is unsure of its contents, they should not hesitate to ask for clarification.

From time to time, it may be necessary to amend an employee's job description. These amendments will be discussed with the employee in advance however; the final decision on implementation will be made by management.

PERSONNEL FILE

CandyBird does collect personal information for inclusion in personnel files. This information is available to the employee, the CEO and the CFO. This information is kept in a secure location, and is not shared with other employees. Information which is contained in an employee's personnel file includes the following: résumé, letter of offer, performance reviews, amendments to job descriptions, disciplinary notices, tax forms, copies of enrolment forms for benefits and approved leave requests.

PROBATION

The first six (6) months of employment are probationary. During this time both parties may assess suitability for employment with the Employer. This also provides management an opportunity to assess skill levels and address areas of potential concern. During the first ninety (90) days of the probationary period, employment may be terminated by either party for any reason whatsoever, with or without cause, and without notice or payment in lieu of notice. Upon satisfaction of the requirements under the labour law as amended, the Employer shall have satisfied any and all obligations to the employee, whether under the labour law, as amended, or at common law. At the completion of the probation period, the employee and employer shall meet and review progress to date. At this time one of three things will occur:

1. Probation will end
2. Probation may be extended for an additional six months
3. Employment will end

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ANNUAL SALARY

Salaries shall be determined by the CEO, based on budget considerations and commensurate with the experience of the successful candidate. The organization shall pay employees on a monthly basis, less the usual and necessary statutory and other deductions payable in accordance with the Employer's standard payroll practices. These payroll practices may be changed from time to time at the Employer's sole discretion. Currently, payday occurs on the 25th of every calendar month.

PERFORMANCE APPRAISALS

The performance review document will be a living document for each employee. Each employee will be responsible for developing their respective work plan for the year. This plan will be reviewed by Management and amended as necessary. At the time of the performance appraisal, the employer and employee will review the objectives and the results achieved. Throughout the year, the employee and employer may refer to this document to track progress made toward objectives, highlight areas of concern and indicate challenges identified along the way.

Performance reviews, for all employees, will occur near the end of October and annually thereafter. Employees should prepare for this meeting by preparing a draft work plan for the coming year. This meeting is to review successes and challenges from the preceding year, and to establish the objectives for the coming year. This would also be the opportunity for either party to identify and recommend professional development opportunities which may assist the employee in their day to day work or to grow within the organization. Once complete, both parties shall sign off on the final document and it shall be added to the employee's personnel file.

PROFESSIONALISM AND ATTIRE

When representing CandyBird, staff should dress and behave appropriately. Employees should choose to carry themselves in a manner which presents a professional image to the public and is respectful of others. Excessive use of profanity is neither professional nor respectful to co-workers and will not be tolerated.

CandyBird's uniform is to ensure that the work attire of employees should complement a work environment that reflects an efficient, orderly and professional organization, whilst allowing employees to work comfortable and safely in the workplace.

All CandyBird employees are expected to present a professional, businesslike image to

EMPLOYMENT

PROFESSIONALISM AND ATTIRE

clients, visitors, customers and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with CandyBird.

Supervisors will communicate any department-specific workplace attire and grooming guidelines to employees during new-hire orientation and evaluation periods. Any questions about the department's guidelines for attire will be discussed with the employee's immediate supervisor.

Any employee who does not meet the attire or grooming standards will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid employees will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

All employees must wear the CandyBird uniform and identification badge at all times while at work.

DISCIPLINE

Discipline at CandyBird shall be progressive, depending on the nature of the problem. Its purpose is to identify unsatisfactory performance and / or unacceptable behaviour.

The stages may be:

1. Verbal reprimand
2. Written reprimand
3. Dismissal

Some circumstances may be serious enough that all three steps are not used. Some examples of these types of situations are theft, assault or wilful neglect of duty. In all cases, documentation should be included in the employees personnel file.

HOURS OF WORK

The regular office hours are 8:00 a.m. to 5:00 p.m. Monday through Thursday inclusive (excluding holidays) and Saturday, with core operational hours being 8 a.m. to 5:00 p.m. During core hours, it is expected that most staff will be available. All employees are expected to work 9 hours per day, which include those hours indicated as core, exclusive of a paid eating break of at least thirty (30) minutes at 1:00 p.m. to 1:30 p.m. Employees may also be expected to work such other hours as may be requested or required, from time to time. Employees hired on a part time basis will have schedules determined on a case by case basis.

EMPLOYMENT

HOURS OF WORK

Employees are required to notify management, in advance, of planned days away from the office. Unplanned absences from the office should be reported to management as soon as could reasonably be expected. At the discretion of the CEO, depending on circumstances, employees may be allowed to work from home for specific periods of time. As a courtesy, the Administrative Assistant should also be notified of absences.

OVERTIME

All overtime must be authorized by the CEO in advance of being worked. After forty-five (45) hours worked in a week, employees shall calculate overtime pay at the rate of time and one-half (1.5) the regular non-overtime rate of pay. Business travel for conferences, meetings, etc, which cause an employee to depart or arrive home on a non-work day does not constitute overtime. If travel is part of the employee's job, or could be reasonably expected to occur in the course of performing one's duties, it is merely an inconvenience. Some travel, which may be exceptional to the employee's normal duties, may qualify as overtime at the discretion of the CEO.

DEPARTURE

TERMINATION FOR CAUSE

An Employment Contract may be terminated by the Employer at any time for cause, without notice or payment in lieu of notice or severance pay whatsoever, except payment of outstanding wages, overtime and vacation pay to the date of termination. Cause includes, but is not limited to, any act of dishonesty, conflict of interest, breach of confidentiality, harassment, insubordination, or careless, negligent or documented poor work performance.

DEPARTURE

TERMINATION WITHOUT CAUSE

An Employment Contract may be terminated by the Employer at any time and for any reason on a without cause basis, upon the provision of notice or payment of notice instead, and severance pay if applicable, as is minimally required by the Section 41, of the Basic Conditions of Employment Act, as amended from time to time. In addition to notice, and pursuant to Section 38, of the Basic Conditions of Employment Act, the employee shall be entitled to an additional one (1) weeks' notice or payment in lieu of notice for every year of completed service (severance pay) with the Employer to a maximum of sixteen (16) weeks' notice. The notice as described in this paragraph is inclusive of all statutory and common law entitlements to notice or payment in lieu of notice. Upon satisfaction of the requirements under this paragraph, the Employer shall have satisfied any and all obligations to the employee, whether under the Basic Conditions of Employment Act, as amended, or at common law. The notice requirement contained in this clause constitutes a material inducement to the Employer to enter this agreement.

RESIGNATION

After completion of the first ninety (90) days of the probationary period, employees must give the Employer four (4) weeks' notice of resignation. The Employer may waive the resignation notice period in whole or in part at any time by providing payment of regular wages for the period so waived.

LAYOFF

Operation requirements are subject to change based on workload and the funding levels received on an annual basis. All efforts will be made to keep staff in a position similar, in scope and salary, to that they have become accustomed to. If the organization is unable to do this, then employees will receive one (1) week notice for each year of service, as required by the of the Basic Conditions of Employment Act. For employees who have a minimum of six years of service, this amount will be augmented by one (1) week of severance pay (or equivalent notice) for each year of service.

EMPLOYER PROPERTY

Upon termination of employment for any reason, all items of any kind created or used pursuant to the employee's service or furnished by the Employer including but not limited to computers, reports, files, diskettes, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of the Employer at all times, and shall be surrendered to the CEO, in good condition, promptly and without being requested to do so.

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TIME AWAY FROM WORK

VACATION/LEAVE TIME AND VACATION PAY

Vacation/Leave will accumulate on the basis of 1.25 days per month to a maximum of fifteen (15) days per calendar year. No leave will be paid out under no circumstance.

As vacation is designed to give employees a chance to rest and rejuvenate, therefore taking vacation is encouraged by the employer. For this reason, employees are not allowed to carry any leave over to the next calendar year.

According to Basic Guide of Annual Leave of the Department of Labour of SA, both the employer and employee should agree to the timing of leave. If they cannot agree, the employer makes the final decision.

TIME AWAY FROM WORK

SICK LEAVE

Employees will be entitled to twelve (12) days of sick leave per calendar year accumulated on the basis of 1 day per month. No sick leave may be carried forward to the next calendar year. Moreover sick leave will not be paid out upon resignation, retirement, or termination of employment for any reason.

Sick leave can be used for personal illness and employee must present Management with a written doctor's letter on day of return to the office. When an employee does not present the Management on the day of return to the office with a formal sick leave note from a medical doctor, the CEO will deduct the amount of days away from the office, from the employee's yearly leave or it will be regarded as unpaid leave.

COMPASSIONATE LEAVE

CandyBird will grant up to three (3) working days per event on the occasion of a death in the staff member's immediate family. Immediate family is defined as: parent(s), sibling(s), grandparent(s), spouse (including common law partner), child(ren), father-in-law or mother-in-law.

Additional compassionate leave may be granted at the discretion of the Managing Director for reasons not covered elsewhere in this manual. These requests should be discussed in person with the CEO and followed by a written submission.

DISABILITY LEAVE

Currently, CandyBird's benefit package does not provide for Short or long term, or permanent Disability. Applications must be done at the applicable department of the government (SA) for UIF by employee.

MATERNITY, PARENTAL AND ADOPTIVE LEAVE

The full period of the leave is granted without pay at discretion of the CEO. CandyBird will issue a Record of Employment on commencement of leave which allows the employees to make claim for Employment Insurance Benefits. When the employee returns to work, employment is guaranteed in a similar position at the same salary level. During the full period of leave, vacation and sick leave shall not continue to accumulate.

TIME AWAY FROM WORK

UNPAID LEAVE

Employees may take unpaid leave with the written consent of the CEO. During the full period of leave, vacation and sick leave shall not continue to accumulate. Every attempt will be made to return employees to a position of equal responsibility on return from leave status, however, no guarantees exists that the exact position left will be available on return.

BENEFITS

MEDICAL AID, LIFE INSURANCE AND PENSION FUNDS

CandyBird does not provide any benefits.

PROFESSIONAL DEVELOPMENT

At the discretion of the CEO, employees may be able to attend conferences, courses, seminars and meetings, identified through annual work plans and performance reviews, which may be beneficial to the employee's professional development. If these opportunities are directly related to the employee's position, or are suggested by the CEO, then CandyBird will cover the cost of registration, course materials and some travel expenses.

If CandyBird has agreed to pay for a course the fees will be paid on evidence of successful completion. If CandyBird sponsors a course (or courses) and the employee departs CandyBird within a year of completion, the course fees will become repayable in full.



CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY



CONFIDENTIAL INFORMATION

From time to time, employees of CandyBird may come into contact with confidential information, including but not limited to information about CandyBird's members, suppliers, finances and business plans. Employees are required to keep any such matters that may be disclosed to them or learned by them confidential. Furthermore, any such confidential information, obtained through employment with CandyBird, must not be used by an employee for personal gain or to further an outside enterprise.

INTELLECTUAL PROPERTY

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at CandyBird shall be the property of CandyBird and the employee is deemed to have waived all rights in favour of CandyBird. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must be acknowledged.

IT INFORMATION STORAGE AND SECURITY

Any storage devices used by employees at CandyBird, located at CandyBird's address, acknowledge that these devices and their contents are the property of CandyBird. Furthermore, it should be understood by employees, that company equipment should be used for company business only during normal working hours. Downloading of personal materials on company equipment can be harmful to said equipment and should not be done.



HEALTH AND SAFETY



CandyBird, along with its employees, must take reasonable precautions to ensure that the

HEALTH AND SAFETY

workplace is safe. The organization complies with all requirements for creating a healthy and safe workplace in accordance with the Occupational Health and Safety Act. Employees who have health and safety concerns or identify potential hazards should contact the CEO. Alcohol consumption or illegal drug use is not permitted.

AIR QUALITY

Indoor air quality can lead to many health issues. CandyBird recognizes this and attempts to minimize the risks associated with indoor air quality and the effects on its employees. Issues pertaining to air quality should be reported to the Manager, Finance and Administration.

SMOKE FREE ENVIRONMENT

The premises of CandyBird are a smoke free environment.

HARASSMENT

CandyBird wants to provide a harassment-free environment for its employees and volunteers. Mutual respect, along with cooperation and understanding, must be the basis of interaction between members and staff. CandyBird will neither tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or create an intimidating, hostile or offensive environment.

There are several forms of harassment but all can be defined as any unwelcome action by any person, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades. "Unwelcome", for the purposes of this policy, refers to any action which the harasser knows or ought to reasonably know is not desired by the victim of the harassment.

HARASSMENT

Specifically, racial harassment is defined as any unwelcome comments, racist statements, slurs, jokes, graffiti or literature or pictures and posters which may intentionally or unintentionally offend another person.

Harassment is any unwanted attention of a nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or demands.

WORKPLACE VIOLENCE

Workplace violence can be defined as a threat or an act of aggression resulting in physical or psychological damage, pain or injury to a worker, which arises during the course of work. Further to the definition of violence, is the definition of abuse. Abuse can be verbal, psychological or inappropriate in nature. Verbal abuse is the use of unwelcome, embarrassing, offensive, threatening or degrading comments. Psychological abuse is an act which provokes fear or diminishes a person's dignity or self-esteem. Finally, harassment is any unwelcome verbal or physical advance or inappropriate explicit statement.

CandyBird has a zero tolerance limit with regards to harassment and violence. Employees or volunteers engaging in either harassing or violent activities will be subject to discipline, which may include termination of employment, removal from Boards or committees and possibly criminal charges.

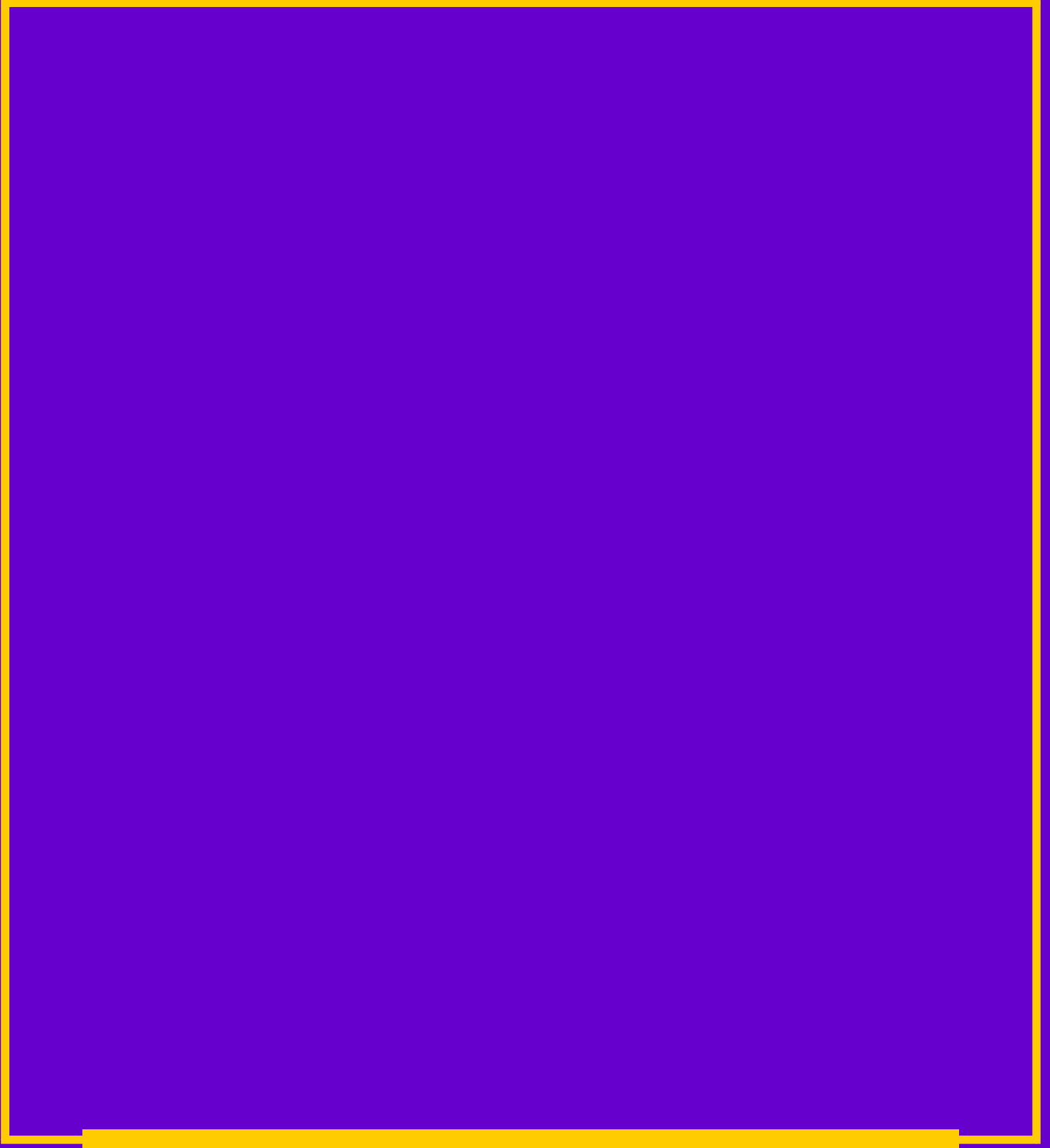
DISPUTE RESOLUTION

Regrettably, conflict can occur in any working environment. In an effort to resolve conflict in an expedient, yet fair manner, CandyBird recommends the following process for conflict

DISPUTE RESOLUTION

or dispute resolution.

- Speak to the person you are having the dispute with. Many times disputes arise due to misunderstandings and miscommunications.
- If speaking to the individual does not work, speak to the CEO. The CEO will arrange a meeting between those involved in the dispute, to determine a resolution.
- If the CEO is unable to resolve a workplace dispute, the parties may be referred to mediation by an outside third party. The resolution of the mediator is binding on both parties of the dispute.



FOR MORE INFORMATION CONTACT:

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