

Pat Jayiya - Written Submission on workplace discrimination

[31]

From: "Renay Singh"
To:
Date: 2007/08/23 11:45 PM
Subject: Written Submission on workplace discrimination
Attachments:

Dear Madam,

My contribution is based on actual experience with regards to Unfair Discrimination, particularly racism. Selected court papers have been attached.

The Labour Relations Act/Employment Equity Act be amended with respect to the level of compensation awarded where dismissal is based on any protected grounds (Race, Sex etc). I am referring to the 24 months compensation.

Most developed countries (e.g., Canada and UK) have since abolished limits on awards for these offences. The aim is not only to punish the perpetrators of discrimination but to prevent from reoccurring.

In my case a large South African Bank with huge resources was prepared to pay the legal maximum without any concern. Their primary aim was to protect their guilty (very senior) employees.

I propose that the legal maximum should be based on the assets of the company involved or the number of employees that the company has. This I believe is the situation in the USA. Instead of maximum compensation, minimums should be legislated.

South Africa has a long history of racism and it would be naive to think that the current legal framework has done anything to discourage racism in the workplace.

The costs of committing any act of racism must be high and painful. This pain, however can never be as much as that experienced by the victims. I urge parliament to take my suggestion seriously.

Kind Regards

Kind Regards

Renay Singh

011-295 8514
083 3072233

The events since beginning of January 2000.

On the 13 January 2000, the so-called "consultation" took place. The following persons were in attendance:

Ben Kruger	Deputy MD SCMB
Brad Koen	Director and Head of Interest Rate Products
Chris Clarkson	Director Interest Rate Products
Rod Poole	Director, Human Resources SCMB
Renay Singh	Manager, Interest Rate Products

At my request, Ben Kruger attended as my fellow employee. I read out my response to Brad Koen's memo, and after some petty questions such as "Why did I not attend the Christmas party?" the meeting concluded with me handing out copies of my memo to all the above attendees.

Within an hour of the meeting, I was asked to attend a meeting with Rod Poole on 17/1/2000, 3 pm.

At this meeting I was asked by Rod Poole "How do we take this further?" (on tape without permission)

- I asked for the memo to be withdrawn.
- I stated that the memo was a personal vendetta and that I was being victimised.

31 January 2000 at 9am meeting with Ben Kruger (at a coffee shop!)

The summary of his remarks is as follows:

- That the memo from Brad Koen is not a personal vendetta, nor victimisation.
- That I should not stay in Treasury and should speak to David Mumro (head of Structured Finance Division).
- That I am employable in a Treasury environment at another bank, but not Standard Bank.
- That Brad Koen is going to be more powerful in the future in Treasury.
- That I am not an empowerment candidate
- That I was asked why I stayed at Standard Bank.

And also that "I see you (Renay Singh) as a classy guy"

I was appalled by these comments. I was due to come back to him by that Wednesday 1/2/2000, which I did not do. I requested a meeting on the 18/2/2000. At this meeting with Ben Kruger, I asked him to sign a document with the above statements, which he refused to do stating that "I was quoted out of context". (This is on tape, with his consent.)

That meeting ended quickly. He then called Rod Poole. Rod Poole requested a meeting with me on the following Monday 21/2/2000 at 4pm.

The summary of this meeting is as follows: (also on tape with his approval).

- Rod Poole suggested that Brad Koen and I could not be friends implying that I should not work in the area.
- I repeatedly stated that this is not the issue.
- I asked for a response to my memo stating that what has happened is
 - victimisation,*
 - harassment* and
 - Unfair labour practice.*
 - I also said that my civil rights (of *Equality, Dignity & Fair Labour Practice*) have been violated. He said that he is going to wait until Brad Koen gets back. (Brad Koen went on leave early in the month of February and came back on the 24/2/2000)

- He stated that there were “informal warnings” which is a lie. I responded that if I had got one warning I would have resigned. And that I would have also resigned if I had not got any of the four salary increases over the last two years, which increased by 87.5%.
- He claimed that he could not verify what I was saying as only Brad Koen could confirm this. (Although he is the Head of Human Resources! RS) He said that he will have to wait until Brad gets back.

7 March 2000. Tuesday

I went to see James Nkosi at 2.30 pm. Seemed to take a genuine interest in the matter. He was due to have a meeting with Jacko Maree the next day, Wednesday morning at which he said that he will raise the matter.

I received the second memo at 3.30pm, I then gave a copy to James Nkosi.

I told Brad that I could not make the Thursday meeting (9/3/2000) and would like the meeting moved to next Wednesday, as I needed time to consult with my lawyers. He agreed to this.

8 March 2000, Wednesday

At 8.45 am Brad Koen approached me at my desk stating that they (Rod Poole & Brad Koen) could not make Wednesday despite having agreed to the change on the previous day). I said that the timing of the meeting must be to the mutual convenience of both parties and he insisted on having the meeting within the week, I said that he is exerting unreasonable pressure on me, he stormed away saying “ Fuck it!”.

At 3pm James Nkosi returns my call. He had a chat with Rod Poole and Brad Koen. They claimed that the relationship is irreparable. I said to him that that would have been predictable response.

Directly thereafter, I approached Jacko Maree’s secretary with a view to making an appointment, which did not seem to be possible, and then I gave her all the documents and told her that he ought to read it.

9 March, Thursday

Meeting scheduled at 11.15 am with James Nkosi.

James Nkosi had a meeting with Rod Poole yesterday. Rod Poole called in Brad Koen. The following is according to what James told me.

- He raised the issue with Jacko Maree, who then told him to investigate the matter with Rod Poole.
- Jacko Maree said that in the dealing room they do hire and fire often.
- James said that Jacko is partial to SCMB management, as that is where he came from.
- SCMB runs according to its own policies as the matter is still in process as Rod Poole & Brad Koen contend, it is inappropriate at this stage for Standard Bank management to be involved.
- Brad Koen also raised the issue that I did not want to have the meeting this week. James informed him of the correct procedure that that it had to be at a mutually agreed time.
- After having read the documents, James believes that the subsequent memo’s from Brad Koen was due to the fact that I challenged management.

- They are now concerned that I could now claim constructive dismissal
- They now say that it is now disciplinary enquiry, which is not clearly defined.
- They now say that I am incompatible. He asked them on what grounds have they reached this conclusion, is it on the grounds of religion, culture etc (fair or unfair discrimination). He also asked them if they are ready to get sworn statements from members of the department to support they claim about behaviour. He conveyed to them that I have no intention of backing down.
- He raised the issue that I could go to the Human Rights Commission and they (Rod Poole and Brad Koen) could be subpoenaed.
- James brought to their attention that performance is not an issue. Brad Koen claimed that the increases were awarded for qualifications and not performance. James sees the increases as a part of a retention strategy. And he asked why did they spend R100 000 on me anyway?
- Rod Poole sees no problem with withdrawing the memo.
- Regarding Nedcor vs Standard Bank, of which James was on his way to a meeting, I said that I could take this to Nedcor. On this point James said to them that instead of seeing Nedcor vs Stanbic in the press, he could see SCMB vs Renay. Rod Poole said that he did not think about that!
- I asked if he thought whether thought that these guys are not very bright, James said that the lack of diversity promotes uniform views.

10 March 2000, Friday

Memo from Brad Koen left on my desk.

15 March 2000, Wednesday

Read out my memo-dated 10/3/2000. Sent copies together with my response to Rod Poole, James Nkosi and Jacko Maree.

16 March 2000, Thursday

Salary and Bonus notifications letters given to all staff except Renay Singh.

17 March 2000, Friday

Approached Brad Koen in his office, to ask why was I not given the salary & bonus notification as other staff. He said that they were in the process of consultation, which I have stopped participating in. I reiterated the reasons why I stopped participating as per previous memo that I sent to them. (*Grossly unfair, not impartial & tainted from the beginning.*)

He made the link between the salary and bonuses to the process of consultations, which I said has nothing to do with salaries and bonuses, which are awarded for the previous year's performance.

I wanted to know what form of discrimination is applied since I am the only person in the department that did not get a notification letter. Mention the probability of racial discrimination, also the charges of victimisation and harassment.

He said that the working relationship has deteriorated, to which I said that he created the situation, and that I have good grounds for constructive dismissal.

I said that he made unfounded allegations, to which he responded by saying that it was debatable. He said that the working relationship is irreparable. I said that we can debate that at the Labour Court and the Human Rights commission, and left his office.

20 March 2000, Monday

Sent documents and memo to Saki Macozoma, Deputy Chairman and Dr Conrad Strauss, Chairman.

21 March 2000, Tuesday Public Holiday

22 March 2000, Wednesday

Received confirmation (12h45) that Dr Strauss has read memo and it has been forwarded to Dr Verster, Standard Bank Group HR director.

Received confirmation (13h45) from Saki Macozoma's secretary that memo and other documents have been received.

23 March 2000, Thursday

Phoned (at 12 pm) and spoke to Trish, secretary to Dr JM Verster. She acknowledged receipt of the memo forwarded by Dr Strauss. She took my numbers down, as I wanted to know by when is he going to respond to my memo. [Dr Vester is busy according to the internal diary on Microsoft Outlook, the first free time is on Thursday, 30 March 2000, from 10am to 12pm.

24 March 2000, Friday

Received memo from Dr JM Verster. [*Stating that only once he has heard both sides of the issue will he be in a position to take further action.*] A meeting has been set up for Thursday, 30 March 2000, at 4pm.

30 March 2000, Thursday

At 4.10 p.m. I met Dr Verster. The following is a summary of the meeting.

He said would take the role of the mediator, and that all the discussions would be confidential, "without prejudice." He pointed out that the lounge that we were meeting in was the only room on this floor that did not have a window on the door.

I gave him the latest memo regarding salary increases and bonuses, which has been withheld. I said that it was another labour law violation "in my opinion." He said, "it is not right, but not a violation."

I started reading "Events since January 2000", and that at the meeting on 13 January 2000, I was asked why I did not attend the Christmas party, he expressed some non-verbal disappointment at this. He acknowledged reading Brad Koen's memos, and my response to his memo. I asked him about the recent response that Brad Koen provided and especially the 25% increase for 'encouragement'. He said that the 25% increase was substantial considering the increases "normally given to staff in the area." [Indicating that he checked.]

I brought up the issue of raising incidents going back over two years, without any warnings being issued, and even if they were, they are typically valid for a year, and that this was a classic case of victimisation. He seemed to agree. We did not discuss the merits of the labour laws again. [It seemed as if I they know that they were clearly in the wrong.]

I mentioned that I approached journalists to see if there was any interest in this story. He stated that there was obvious interest in a story "involving a blue-chip company with racial connotations." He wanted to know what I told the journalist. I said that I did not show them any documentation nor did I reveal the identities of the people involved. He wrote this down.

He was very concerned when I said that I have spoken to friends and family about the memos. He stated that the relationship between Employer and employee was confidential. I took issue with this (parents deceased, and that I was getting labour law advice, anyway). He said that that the only appropriate person to speak to was a lawyer. He noted this point in his pad, and said, "we shall see if they make an issue of this."

I said that I have seen a lawyer and Senior counsel on this issue. He asked what where the points made. I said that most of the points raised where detailed in the last memo, in that they were "unfair labour practice" and that the person making the accusations is standing in judgement of me. I also said that he believed that this was racial discrimination. He made a note of all this.

Came up with following three options.

- 1) "Amicable settlement" or "gentleman's agreement" where they apologise and I continue to work at SCMB.
- 2) Out of court settlement.
- 3) Litigation.

I rejected option (1). There is no scope for me to work in an environment where the deputy MD has tried to defend the indefensible. I recounted the comments made to me by Ben Kruger (that Brad Koen is going to be more powerful in the future etc.) Three members of the executive committee could not differentiate between right and wrong. I said that in January I gave Ben Kruger the documents with the expectation that he would see what was going on and come to me with an apology and have the memo withdrawn immediately. On the contrary, he took to supporting Brad Koen. Dr Verster agreed that it was not possible to continue working at SCMB. He said that they have been "clumsy managers". I quoted Abraham Lincoln and said that this is a moral crisis.

Option 2 Out of court settlement

He asked what am I expecting from a settlement. I said that this would entail the withdrawal of all the memos, an apology, and an admission that I was victimised and harassed. He said the settlement would be done on a "No prejudice basis to both parties. All documents would be destroyed." And that it would be on "material terms...meaning money". [I think that I would insist on a job reference as I can not be sure of this, there is no trust or good faith on Standard banks side.]

Option 3 Litigation

After he listens to their side and if there is still no resolution, this option would be left to both parties. I still have the option of the (internal) grievance procedure. [Which I think, though I did not say at the time would be a waste of time.]

I told him that they thought that this "coolie" who was "quite and introverted" could be intimidated, but "I take my inspiration from Mahatma Gandhi."

Dr Verster at some stage said, "I can see that you feel quite strongly about this".

Dr Verster then presented two scenarios which he said are either or (mutually exclusive) :

- 1) That these are merchant bankers and that take pride that they are crass (in language) and boisterous and they have not yet shaken of past racism as "there is still some old South Africa" in them. Their behaviour towards me was not intentional. My demand for an apology was seen as challenge to their culture.
- 2) They do not like you, because of your culture, behaviour and race. They are racist. And they want to get rid of you, and hence they ganged up against you.

I agreed with option 2. [I thought at time he was trying to find out how strongly I believe in the racism argument.]

He then spent some time on the Marc van der Spuy verbal abuse incident. Which in my opinion was a waste of time. I said that what Brad Koen did was far more serious. He did mention that it looks like "collusion amongst members of management".

I then said that my concern is what about the black guy right at the bottom who has a matric qualification. Who is not as eloquent, nor does he have the resources that I have, what would he have done had he received a similar memo from his white manager or supervisor? I said that he would have taken the severance package.

He responded by saying that it is "quite possible".

While I was stating the above, his secretary interrupted the meeting to remind him that he was due for another. He had a look at his schedule and remarked " that is quite a critical meeting". He then insisted that I complete the point that I was making.

He concluded that he would be meeting the SCMB management to discuss with them the views. He said that he would not mention the "settlement" initially.

I said that there is a third option of going to the media directly. He said that the story would make an impact, and then Standard Bank would print a response and then it will blow over.

He said that he would be meeting members of management, probably starting with Rod Poole and Ben Kruger, and then get back to me.

Wednesday, 5 April 2000

Meeting with Dr Verster at 4pm.

He enquired how about the conditions of the work environment at the moment. I said that I am not exactly excited to get to work etc.

He began by describing that there are two currents flowing in the opposite direction. The crux of his argument lay in the facts that there were incidents in the past and that management tried to accommodate me. With regards to salary increases this was increased so that salary would no longer be an issue and that I could then focus on performance. I retorted that I have proof that the increases were awarded on the basis of performance, and I offered to show it to him. He said that he did not want to look at it at this stage. He said that now that he has had a listen to both sides, the issues are complex. He had a discussion with many of the key players.

I said that in the first memo was given to me with intent to cause emotional distress, as it was handed to me prior to the vacation in December. He said that was difficult to prove. I said that it was unfair labour practice and constructive dismissal. He said that this was my view.

He said that merchant banking generally has a high turnover of staff. He said that prior to the new labour legislation it was easier to fire someone.

He recommended to me that I should consider settlement on "appropriate terms" as legal cases get long and complex and that they will drain you emotionally and financially.

He said that the only solution now was an "amicable divorce with compensation."

He said that if he thought that I had a good case he would say "go ahead and prosecute".

I said that these people have not crossed the Rubicon. The only reason they are out to get me is that they are not used to talking to blacks at the same level. They are used to seeing Indians as waiters only and not at the same level. They did not like an Indian challenging them for the apology or being told that they were wrong.

I said that I am now tired of collecting evidence.

I said that it is possible for me to live about a year without a job. I have made allowances for the worst case scenario.

I enquired about what would happen to Brad Koen, if he becomes your problem as at the moment he is my problem. I speculated about what would happen if this were made public, suggesting that he would have to be reprimanded. He said that if a problem reaches his level, then questions would be asked to the line managers.

I said that I tried to approach the Chief Executive, Jackoo Maree, but was unable to get to meet him or for him to phone me. Instead he called Brad Koen. He said that was normal practice and that the CE is where he is due to his "judgement". He said that he is involved due to the memo that I wrote to the chairman. The chairman has a responsibility to the shareholders first. I said that I was impressed with the way that he responded, as that was the last step I was going to take internally. I was due to take the matter to the CCMA and HRC on that Wednesday if I did not get the response.

He suggested that I get a labour attorney, not a SC. He said that he would "strongly recommend to SCMB management to take this option (of settlement)", and that it is better to get both the labour attorneys to reach a settlement.

I said that on the issue of settlement, we could discuss this without prejudice, but on the issue of the appointment of an attorney, I wanted time to think about it.

He said that I might have an amount in mind that might be too high or too low. Labour lawyers will know better. He said that your (lawyer) cousin would be encouraging you with to high a number. To all this I remained silent.

He said that they might be considering disciplinary action. I said that would mean war.

Meeting ended at about 5.30 pm

Friday 7 April 2000.

Sent memo to Dr Verster.

Dear Sir

With regards to our previous discussion, I can confirm that I am willing to consider the option, presented by you, of an agreed settlement.

However, I believe that the appointment of an attorney at this stage would deplete my financial resources and therefore would prejudice my ability to exercise my legal rights should we not arrive at a settlement.

Tuesday 11 April 2000

Received phone call at 8.15 am. Dr Verster acknowledged receipt of the memo dated 7 April. He said that I would have to negotiate with the line managers the settlement. He said that it would be Rod Poole. I raised the issue that he was part of the problem and that I have him on tape saying that I was given an informal warning. I said that it was okay, but if this process does not work, I will report the matter to him in the first instance. He said it would be most probably be Rod Poole, who will be contacting me as it is the responsibility of the business unit. The first step is to agree on the principles and then we just have to agree on the "Rands and cents".

Friday 14 April 2000

I phoned Dr Verster. I said that nobody has called me as yet. He said that Rod Poole was supposed to contact you and "he knows the matter is serious". He is working on an agreement and would give it to you so that you can "chew on it". He then said "I would not prod him at this stage but will if he does not call you by Tuesday, let me know. This will give him one more working day."

At 11.20am I received a call from Rod Poole's secretary, Nerrissa. She wanted to know if I could make a meeting on Friday. We agreed to a meeting on Monday 10am.

Monday 17 April 2000

Had a short meeting with Rod Poole. He handed me a Agreement. The amount mentioned was 6 months salary. I responded that, that it is "pathetic". He said that this was the amount that Ben Kruger had come out with and that was their starting point.

He mentioned that in another case a reference letter was requested.

I said that I "strongly disagree" with the amount. "The stress that I was put through, memo after idiotic memo, and the racism suffered."

Wednesday 19 April 2000

Ben Kruger approached me at my desk, and requested a meeting. We immediately went to his office. He then said, "I know that the following is going to be hard for you to swallow.... I know that I have failed you, and I have taken flak for it from Jacko and John (Dr Verster).... For this I apologise. I am sure that you are aware that Marc van der Spuy was going to be made Director, but he was not made one. He is a senior person in the dealing room." "I believe that you have the potential to be successful and I would like to see you being successful."

"I do not know how long we have, I am going on leave, and I might not see you again. Should you require a reference, tell them to phone through."

"I am not allowed to be part of the settlement discussions." [This contradicts the statement made by Rod Poole on Monday 17 April 2000]

Thursday 20 April 2000

Sent memo to Rod Poole and Dr Verster.

Wednesday 2 May 2000

Called Rod Poole at 2pm, left message with his secretary. He returned call a short while later. He acknowledged receipt of my memo dated 19 April 2000. He said that he is going to speak to Dr Verster this afternoon. He will then get back to me.

Friday 5 May 2000

Received memo from Rod Poole. Forwarded a copy of this memo to Dr Verster. At 11 am. Received phone call from Rod's secretary. Meeting at 3 - 4 p.m. Monday. This was rescheduled to 2 - 3 p.m. Monday.

Monday 8 May 2000

Meeting commenced at 2 p.m. Rod Poole and Myles Ruck in attendance. Myles began regarding his commitment to empowerment. Then he asked me for my comments. I asked Rod Poole to leave. He obliged. I then stated the case just as I had done so to Dr Verster. Myles Ruck said that there is scope for an agreement but the poles are just too far at the moment. He said that at R8m it too much. He also

said that expecting the salary increases of 36.9% was too high. To this I said "You need to make a realistic offer. Not that bullshit one offered by Rod Poole."

Meeting was similar in content to Dr Verster meeting(s). He then said that he was going to meet Dr Verster on Wednesday. He agreed that "someone" will come back to me by Friday.

I said to Myles, "...I would rather be here talking to you about Internet Strategy than this." He replied that "That is not going to happen." My aim was not to ask for another job, but his intention was clear, that there was an expectation for me to leave the bank.

Friday 12 May 2000

Chris Clarkson, who had just received a phone call from Rod Poole, approached me at 3.30pm, he was asked to sit in on a meeting with myself and Rod Poole. Chris said that he wanted someone in Treasury to be at the meeting. It might also be Brad Koen. I asked Chris, "Are you sure that you want to be in on this?" He came back to me for more clarity. I said "Did you sign any idiotic memo's?, and when push comes to shove..." and left it at that saying "we will meet on Monday."

Monday 15 May 2000

Phone Rod Poole at 08h15. Left message for his secretary to call me back.

Returned call at 10h05. Said that: "Myles father-in-law passed away on Thursday. He is looking at different proposals. I will get back to you by this afternoon." I gave him my cell phone number to contact me.

At 16h50 received email from Rod Poole's secretary that she had made an attempt to contact me etc, as Rod Poole was in a meeting with Myles Ruck.

Tuesday 16 May 2000

Phoned Rod Poole at 15h05. Said that "the draft document is in the process of being finalised, and John (Dr Verster) wants to read it."

At 16h00 presented the memo dated 15 May 2000. Asked whether 9 months salary is the final offer. Rod Poole said yes. I said that if that is the case "I will litigate." Said pathetic as I walked out.

Made an appointment with Dr Verster at 2pm on Wednesday.

Wednesday 17 May 2000

Met Dr Verster at 14h10. The key points are:

- That the Marc van der Spuy incident is not the issue. Brad Koen is. I viewed
- He went on at length about the point that I was part of the problem. That my performance was an issue. The increases were not for performance but for encouragement. That Myles Ruck and Ben Kruger were genuine in their learning about how to transform SCMB. That I should not "shoot them down."
- He agreed that I was a victim of racism and unfair labour practice, in response to a direct question from me.** [This contradicts the memo with respect to the comment "the process it has followed has been fair and within established management procedures."]
- He conveyed, at length to me that making the entire matter: public or taking it to Court is not a good idea. He did not seem fully aware of the HRC.
- Dr Verster said that the offer of 9 months salary is a generous offer.

- I rejected the offer of Redeployment or 9 months as a joke. I said that if it was 9 months, then there is greater value in making the matter public. [My 19/4/200 memo offers justification for my position.]
- That the door to negotiation is not closed.
- That I consider the appointment of an attorney.

Meeting ended at 16h05.

Friday 19 May 2000

At 12h00, I phoned Dr Verster. This is the substance of that discussion.

I said, "I do not believe that the last memo dignifies a written response."

Your argument about the fact that racism exists outside is equal to that I have experienced inside is spurious. Racism of wherever it exists is an evil. It has to be eradicated. Transgressors have to be punished. In any event, the people on the outside do not get memo's saying that they are 'arrogant and self centred'. And do not get threatened with dismissal if they do not conform to some arbitrary criteria.

The latest farcical memo states that " the process it has followed has been fair and within established management procedures". How can this be if you agreed that I was a victim of racism! And that correct legal procedure has not been followed.

The fact that when I said at the meeting with Myles, "that I would rather be in here talking about internet strategy rather than this matter". He replied that " that is not going to happen". They then have the gall to come back with an offer of redeployment. He tried to defend Myles. I said that it was clear to me that the door was shown to me.

I know of other black staff members who have been discriminated against at Standard Bank who will come forward if I do so in public first.

The offers made so far have moved from the sublime to the ridiculous. Should they not come back with a substantially improved fair offer by, Wednesday, I will be forced to take steps that would be in the public interest.

I also said that I am protecting Standard bank & Brad Koen by living a dual life. He agreed that it is a sad state of affairs. I said that I want a yes or no. He wanted clarity. A yes means that they have come back with a "substantially improved fair offer", a no means that I will take steps in the public interest.

I also said that where the offer stands at the moment, I could sign the agreement, and then break it, "you then come and sue me, it is fine." He said that they could increase it to 12 months. I rejected this potential offer as well. He then said "we are buying your silence", to which I agreed.

Monday 22 May 2000

At 8h30 I phone Advocate Nirimal Singh SC. He said that I should not be married to the R500 000 figure. They also need to compensate you for the racism suffered. They have 'discriminated on the grounds of your race and they have violated your rights.' He agreed that:

- There is no precedent for damages on the racial discrimination issue.
- That there it has dragged on for too long.

Should it be made public this would be "very embarrassing."

At 10h22, I sent the following email to Dr Verster.

Dear Dr Verster

So that there is no confusion with regards to phrase "substantially improved fair offer" the offer should be based on the spreadsheet previously handed in with my memo, dated 19 April 2000.
I have attached the electronic version for reference.
Please confirm receipt of this message.

Yours Sincerely
Renay Singh

And I received the following response at 1.25pm.

Renay

I confirm receipt of your message. Thanks.

John Verster

Wednesday 24 May 2000

Received the offer of 12 months. Spoke to Nirimal Singh SC, and said that we should go with 18 months. I went back with the following:

INTEROFFICE MEMO

To: Brad Koen
From: Renay Singh
Subject: Your Memo 25 May 2000
Date: 25 May 2000

I am prepared to settle on the following terms of, 18 months remuneration as compensation plus the bonus earned for the 1999 year, subject to a mutually acceptable settlement agreement.

Tuesday 30 May 2000

Received offer of R 407 500. As lump sump amount. The memo was dated 29 May. They had a deadline of 31 May 2000. The memo stated the following, which I disagreed with:

Full and Final settlement
Confidentiality clause
Resignation with immediate effect

Wednesday 31 May 2000

Phoned Rod Poole at 13h55. Said that I would like a break down in writing of the R 407 500, split between compensation and bonus. I also said that "should you want to bring this matter to an end, look at the spreadsheet."

Thursday 1 June 2000

Received the following email from Rod Poole.

Renay, with reference to our discussion yesterday and my subsequent discussion with Brad Koen, I confirm that the lump amount in the Banks letter of 29 May, is in accordance with your proposal i.e. 18 months salary based on your current remuneration plus an amount equal to the bonus you received in 1999.

Rod

My immediate response.

WITHOUT PREJUDICE

My correspondence clearly states ".....plus the bonus earned for the 1999 year". It does not say equal to.

Also "in writing" does not mean email.

Renay

Friday 2 June 2000

Received another memo, which stated that "the Bank is perturbed" at the manner in which I previously responded. My response was:

INTEROFFICE MEMO

To: Rod Poole
From: Renay Singh
Date: 2 June 2000

I would like to stress that I am more than perturbed at the racism that I have experienced at Standard Bank.

I am seriously considering the Bank's offer, in the memo dated 29 May 2000, received 30 May 2000 (at 11h00 with a 31 May 2000 deadline!) and the clarity provided by the memo dated 2 June 2000.

The imposition of arbitrary deadlines amounts to negotiations under duress. I will respond to the memos received on or before 9th June 2000.

Friday 9 June 2000

I sent the following memo.

INTEROFFICE MEMO

To: Rod Poole
CC: Myles Ruck
From: Renay Singh
Date: 8 June 2000
Re: Memo 2 June 2000

I would like credible reasons, in writing, as to why my bonus earned for the 1999-year would have been lower and why salary increases for this year have not been granted.

If the reasons are to be the alleged non-performance or so called behavioural problems, these reasons will be rejected. I have also thoroughly refuted these and other contrived allegations in my memo dated 13 January 2000.

In my performance based salary review letter (SCMB memo dated 13 August 1999), in which I was awarded a discretionary increase of 12.5%, the Bank made the comment. "May we wish to take this opportunity to thank you for your continued hard work and dedication and to wish you further success in the future".

The above alone contradicts the alleged "non-performance and behavioural problems" as stated in Brad Koen's Memo of 15 December 1999. This and other specious allegations have been used as a smoke screen for the racist retaliation of Brad Koen, who has been the de facto leader of the Jim Crow lynch mob. This arose directly after I was verbally abused and demanded an apology from Brad Koen regarding the Marc van der Spuy issue.

Tuesday 13 June 2000

Received memo from Diana

Wednesday 14 June 2000

INTEROFFICE MEMO

To: Diana Deane
From: Renay Singh
Subject: Your Memo 13 June 2000
Date: 14 June 2000
CC: Myles Ruck

Dear Diana

I was not aware that Rod Poole was away.

There are a number of factually incorrect statements contained in your memo.

I stated previously that "I will respond to the memos received on or before 9th June 2000."

I did not state that I would respond to the banks offer on that date. Only once the facts are fully known will I be in a position to do so.

Secondly the phrase "lengthy negotiations and consultations" is wrong. There has been no such thing. This merely attempts to create the appearance that fair labour practices have been followed. This has in fact not been the case.

Prior to the intervention of Dr John Verster (who acted on my memo sent to Dr Conrad Strauss), there was only harassment and discrimination masquerading as 'consultations' by Brad Koen, Rod Poole and Ben Kruger. The negotiation process began on the 17 April 2000, after considerable delays from SCMB.

With regards to the bonus issue, which was the central question raised in my previous memo, your understanding is incorrect. This issue has not been addressed previously. My history of bonuses received as a percentage of salary is as follows, in 1997 it amounted to 58.3%, in 1998 it amounted to 43.8%, in a year which the department made a R 200m loss.

The current offer puts the bonus at 31.1%, in year in which the department made a profit. How could a statement be made that my bonus earned for the 1999-year would have been lower and not be substantiated? Why could it not be 58.3% of salary or even 100%?

Please confirm whether the Bank has any intention of responding to this legitimate and pertinent question.

I wish to draw your attention to the following record of the exemplary work conducted by myself as a committed staff member before the harassment started (as stated in my memo of 13 January 2000).

Thursday 15 June 2000

Received call from Sonja Brad Koen's secretary at 16h00 that BK and CC would like to have a meeting with me. I said that I am far away from the office and would not be able to make it today. Perhaps Monday afternoon, I suggested. Chris Clarkson then came onto the phone. "He asked where I am?" I said again that I am far away from the office". That I went to wits. I am unable to come to the office today. Then he said that legally I should have filled in a leave form 5 days in advance. I said that that legally I should not have victimised, harassed and discriminated against solely on the grounds of my race. He then put me on hold. He came back saying that we could pick up the issue on Monday.

Monday, 19 June 2000

I received memo dated 15 June 2000. Said that I will respond tomorrow.

Tuesday 20 June 2000

Sent final memo to Brad Koen, Dr Conrad Strauss, Jacko Marre, Myles Ruck, Ben Kruger and Rod Poole with Fiday 12H00 deadline.

Friday 23 June 2000

Received memo dated 23 June 2000. They promised to respond by close of business Monday.

Monday 26 June 2000

Received the memo that stated that confidentiality was there to protect me not the bank! Meeting set up for Friday 3006/2000.

Friday 30 June 2000

Had 'consultation' with Brad Koen and Rod Poole. Said that it was unfair etc.

Agreed to the current offer plus costs.

Brad Koen said that the confidentiality clause is to protect me. (Again)

Monday 3 July 2000

Had a short meeting with Rod Poole. The confidentiality clause is to be removed as I said that I did not require this. Other laws against defamation protect me. I suggested the following "Both parties are to reserve their delictual rights in their entirety."

He said that the bank wanted confidentiality. I said that this did not seem to be the case from the previous memo and Friday's discussion. He said that he will come back to me as there is a meeting tomorrow.

Wednesday 5 July 2000

Received response from Rod Poole and revised agreement. The changes requested were incorporated into the confidentiality clause! I said that this is not what was asked for.

Thursday 6 July 2000

Sent the following to Rod Poole & Myles Ruck.

INTEROFFICE MEMO

To: Rod Poole
CC: Myles Ruck
From: Renay Singh
Date: 6 July 2000

Re: Amendments to Settlement Agreement

Dear Rod

As per our discussion yesterday, I have the following initial changes to the settlement agreement:

Confidentiality

Brad Koen's memo dated 26 June 2000 stated the following:

"The bank would like to point out that whilst it appears that you believe the confidentiality clause is there to protect the bank, the bank did not insist on that clause to protect the bank from disclosing information in this matter, but rather as protection for yourself."

I have been advised that I am more than adequately protected by the Constitution and common law that covers defamation and or delict should any employee of the bank disclose information of the affronts to my dignity, unfair labour practices, discrimination, victimisation and harassment to any third party. I therefore do not require any additional protection.

The confidentiality clause is to be removed and replaced by the "Both parties are to reserve their delictual rights in their entirety."

It was on this basis that I believe an adequate compromise was reached.

Full and Final Settlement

The terms ex contractu and ex delicto are to be removed.

Resignation

The bank's understanding is incorrect (Brad Koen's Memo dated 5 July 2000) I have not agreed that my resignation would be with immediate effect.

Friday 7 July 2000

Forwarded a copy of the above to Dr Verster.

Tuesday 11 July 2000

Phoned Rod Poole, to remove Ex-delicto and Ex-contractu. Set up meeting at 11am.

Meeting attended by Brad Koen and Rod Poole. Called a 'discussion' in the diary. Brad insisted that there was misinterpretation of the paragraph from his memo. I said that I thought we had a deal.

He said that "we thought that we would pay you this sum of money and the problem would go away and be swept under the carpet."

I asked him why did he write "that I was arrogant and self centred". He said that was his view. I said that he was not used to dealing with coolies.

I said that the bank wants too much from me. And that the amount is inadequate.

I reiterated that the bank wants:

- Immediate resignation
- Confidentiality
- No further litigation.

The spreadsheet submitted earlier a reasonable basis. Brad then said that R8m was unrealistic. I agreed, but said that say 3 years on that basis was 'what is reasonable'.

Brad said that "there is no further negotiation" and that they would now revert to a formal process. He asked Rod what is the next step. He said that he does not know.

21 July 2000

Had a 'consultation' with Brad Koen and Rod Poole in attendance. They went back to the original 15 Dec 1999 document. I said that the process was unfair and that an external person was needed to stand in judgement of me. Rod Poole suggested the CCMA. I said that I will get back to him on that issue.

27 July 2000

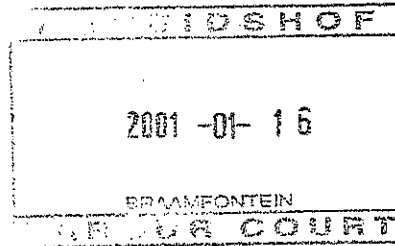
Received email from Rod Poole. I responded the next day

IN THE LABOUR COURT OF SOUTH
(HELD AT JOHANNESBURG)

CASE NO.: JS 37/01

In the matter between: -

RENAY SINGH



Applicant

and

STANDARD BANK OF SOUTH AFRICA LTD

Respondent

FILING SHEET

APPLICANT'S STATEMENT OF CLAIM

Presented for service and filing: -

MASERUMULE INC.

Applicants' Attorneys

9th Floor, North City House

28 Melle Street

Cnr. Jorissen Street

Braamfontein

P O BOX 32151

BRAAMFONTEIN

2017

TEL: (011) 403-0543

FAX: (011) 403-0550

REF: Mr R Khumalo/tgn/S160

SOUTH AFRICAN HUMAN RIGHTS COMMISSION

Entrance 1
Wilds View
Isle of Houghton
Boundary Road
Parktown, Johannesburg

Private Bag 2700
Houghton
2041

Telephone: (011) 484 8300
Fax: (011) 484 1360



MR RENAY SINGH
P O Box 30835
BRAAMFONTEIN
2017

Our Ref: 21/2000/2214

8 November 2000

Dear Mr Singh

RE: YOUR COMPLAINT

The South African Human Rights Commission acknowledges receipt of your complaint.

Your complaint has been forwarded to the Head of the Legal Department who will reply to you in due course.

Yours faithfully

A handwritten signature in black ink, appearing to be "L. Mokate", written over a horizontal line.

COMPLAINTS REGISTRAR
Legal Services

Treasury Division

Renay Singh
Interest Rate Products
Treasury Division
4th Floor – Entrance 1
3 Simmonds Street
Johannesburg
2001

Standard Bank Centre
3 Simmonds Street
Johannesburg 2001

P O Box 4425
Johannesburg 2000

S.W.I.F.T. SBZA ZA JJ
Telegrams "STANMERBANK"
Telex 4-85850
Fax (011) 636-6634
Telephone
Switchboard (011) 636-9115

Date	Direct telephone number	In reply please quote our reference	Your reference
14 August 2000	011 636-2400		

Dear Renay

CONCERNS REGARDING PERFORMANCE, BEHAVIOUR AND INTERPERSONAL ISSUES

The Bank refers to your interoffice memorandum dated 28 July 2000, and 4 August 2000.

The Bank noted, in your interoffice memorandum dated 28 July 2000, that you were considering alternatives to a resolution of the matter, and in particular, a referral to the CCMA. Discussions were held with you on Friday, 21 July 2000, and a memorandum was provided to you, which set out the purpose and objective of the consultation.

During the meeting held on 21 July 2000, a discussion was held regarding the proposals made, and the way forward. We noted that settlement negotiations had broken down, and accordingly we needed to follow the consultation procedure, as set out in the Bank's correspondence to you dated 15 December 1999. You indicated that you were not prepared to follow the internal consultation procedure and hence the only alternative that you foresaw, going forward, was for the matter to be mediated by a third party. Discussions then took place about possible internal candidates and you, at this point, indicated that there is no one internally, other than the Chairman of the Bank, who could remain unbiased about this matter. The possibility of an external arbitrator was then discussed and in this respect you indicated that your preference, in this instance would be a retired judge. You however thought conciliation was the preferred route to follow. It was at this stage that the possibility of the CCMA, being the external party, was discussed and that you wanted to consult your legal advisers in this respect. This does not, and can never constitute an acknowledgement that there has been procedural and substantive unfairness as alleged in your memorandum dated 4 August 2000. The Bank vigorously denies this.

The Bank viewed your interoffice memorandum dated 28 July 2000, in a positive light, and anticipated that you would respond in a constructive manner. The tone and contents of your memorandum dated 4 August 2000, is clearly inappropriate, in view of the discussions held with you, and your indications set out in your memorandum dated 28 July 2000.

The Bank further places on record, that it is not the Bank's initiative to take the matter to the CCMA. If you are suggesting that the Bank should do so, the suggestion is clearly incorrect. Any dispute, which you may have, may be referred to the CCMA by you. The Bank notes that you

indicate that you are willing to pursue this option, and expects you to provide it with a copy of the dispute referral form.

Further, the Bank will under no circumstances, bear any of your legal costs. The Bank has attempted to address both its concerns, and your allegations, through various processes. Once again, the Bank denies that there has been any defamation, racial discrimination, harassment, victimisation and unfair labour practices, as alleged by you.

You have made a number of allegations, on a number of occasions. You have had approximately 8 months to refer any disputes, which you may have, to the appropriate fora, in terms of appropriate legislation. You are now requested, should you wish to do so, to refer your allegations to the appropriate fora, for resolution. The Bank confirms, that, in its view, as a result of events to date, no further purpose will be served by pursuing the matter internally.

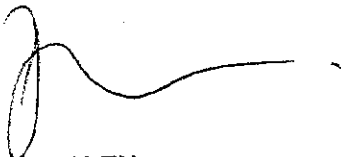
The Bank has, over a number of months, attempted both to address its areas of concern with you, and to address the issues, which have been raised by you. It is clear from the process that no resolution can be reached. The Bank is also of the view that the process, and the manner in which you conducted yourself during the process has contributed to the Bank's conclusion that the employment relationship has been irreparably damaged, and the required relationship of mutual trust and confidence has been breached. Your memorandum dated 4 August 2000 once again misrepresents the discussions held, and makes inappropriate and inflammatory remarks regarding your management and the executive of the Bank. In view of this, there is no possibility whatsoever that the employment relationship can continue. This together with the seriousness of the areas of concern raised with you leaves the Bank with no alternative, but to terminate your services with immediate effect.

You will be paid the following:

1. One (1) months remuneration in lieu of notice;
2. Outstanding leave pay.

You are being paid in lieu of notice and you are therefore required to leave the Bank's premises, with immediate effect.

Yours faithfully,



B J KOEN
Director

INTEROFFICE MEMO

To: Rod Poole, Brad Koen, Ben Kruger, Myles Ruck
From: Renay Singh
Date: 4 August 2000

Re: **Rod Poole's email 27 June 2000**

Despite my repeated protestations regarding the grossly unfair procedures that have taken place since 15 December 1999, the bank still pursued with these procedures on 13 January 2000, 15 March 2000, 30 June 2000 and 21 July 2000. **The fact that an external party is now needed to ensure impartiality is an acknowledgement that there has been procedural and substantive unfairness.**

With regards to the banks initiative of taking the matter to the CCMA (as suggested by Rod Poole on 21 June 2000), which is analogous to the Third Reich volunteering to go to Nuremberg, or independent mediation, **I am willing to pursue these options.**

All the events that have resulted in defamation, racial discrimination, harassment, victimisation and unfair labour practices have been entirely the result of the actions of the management of the bank. Therefore should I require legal counsel at any stage, the costs are to be borne by the bank.

WITHOUT PREJUDICE

INTEROFFICE MEMO

To: Mr R. Poole
From: Renay Singh
Date: 28 July 2000

Re: Alternatives

We refer your email of 27 July 2000 regarding our discussion on Friday 21 July 2000 of the alternatives to a resolution of the matter and in particular to your suggestion of the CCMA.

We are currently giving serious consideration to the various alternatives available to us and will revert to you once a decision has been arrived at.

INTEROFFICE MEMO

To: Rod Poole
CC: Myles Ruck
From: Renay Singh
Date: 6 July 2000

Re: Amendments to Settlement Agreement

Dear Rod

As per our discussion yesterday, I have the following initial changes to the settlement agreement:

Confidentiality

Brad Koen's memo dated 26 June 2000 stated the following:

"The bank would like to point out that whilst it appears that you believe the confidentiality clause is there to protect the bank, **the bank did not insist on that clause to protect the bank from disclosing information in this matter, but rather as protection for yourself.**"

I have been advised that I am more than adequately protected by the Constitution and common law that covers defamation and or delict should any employee of the bank disclose information of the affronts to my dignity, unfair labour practices, discrimination, victimisation and harassment to any third party. **I therefore do not require any additional protection.**

The confidentiality clause is to be removed and replaced by the "Both parties are to reserve their delictual rights in their entirety."

It was on this basis that I believe an adequate compromise was reached.

Full and Final Settlement

The terms ex contractu and ex delicto are to be removed.

Resignation

The bank's understanding is **incorrect** (Brad Koen's Memo dated 5 July 2000) I have not agreed that my resignation would be with immediate effect.

INTEROFFICE MEMO

To: Chris Clarkson
CC: Dr John Verster
From: Renay Singh
Date: 20 June 2000
Re: Warning

The audi alteram partem principle, which basically sets out that in any dispute a person is entitled to bring forward his version of the events to his accuser.

The highly accusatory manner, in which I was confronted by your demands, did not create an atmosphere so that the facts could be established.

On the 15 June 2000, I was at work till midday. I was advised by my doctor to take the rest of the day off. This was due to the stress that I have been under which is as a direct consequence of the harassment and victimisation that I have endured at SCMB. In the telephonic conversation at 4pm you confirmed that there was no work for me to do only a memo to pick. Given the stress and duress that I was experiencing at that time I felt that it was best for me to heed my doctors advice and not return to the bank. I wish to place on record that my decision was also influenced by the fact that there was no outstanding work for me to complete.

I am most disheartened at the bank's approach in issuing a warning. I believe that this is just another example of the banks discriminatory and prejudicial treatment of myself.

 INTEROFFICE MEMO

To: Brad Koen
 CC: Dr Conrad Strauss, Dr John Verster, Jacko Maree, Myles Ruck, Ben Kruger, Rod Poole.
 From: Renay Singh
 Date: 20 June 2000
 Re: Settlement Offer

My experiences over the past six months have not only threatened my principles and beliefs but also tested my patience and resolve for the truth to be told. The "truth" is that racism is rife at SCMB. This is not a bold statement without foundation as almost all the scurrilous events that has occurred to me can be verified by documentary proof.

I am the longest serving Black employee in the department. I received salary increases of 33.3% in 1998 and 40.6% in 1999 as well as average bonuses of 51% of annual salary based on my performance. The last salary increase, which was discretionary, was received in September 1999. **I have received no warnings, regarding my behaviour or performance, as is required by law.** On the contrary prior to the Marc van der Spuy issue, I received only praise, which can also be substantiated by documents.

On the following there can be no dispute. The following are 5 specific instances of harassment where had I given in to the discrimination; human rights abusers would have been victorious.

- Verbal abuse by Marc van der Spuy that occurred on 16 November 1999.
- Brad Koen's retaliation memo dated 15 December 1999 handed to me two hours prior to my going on my year end leave. This was done with deliberate intention to inflict emotional distress. There are many instances of discrimination contained therein, but the following from the last paragraph stands out "The areas of concern are serious and unless they are addressed, the Bank may have no alternative but to consider the termination of your services." At the 'consultation' on 13 January 2000, attended by Brad Koen, Ben Kruger, Chris Clarkson and Rod Poole, I was asked trivial and non-pertinent questions, for example "Why did you not attend the Christmas party?" by Chris Clarkson.
- Rod Poole meeting on 17 January 2000, who said that I should leave the area (Interest Rate Products). I asked for the memo to be withdrawn. This request was ignored.
- On the 18 February 2000, Ben Kruger invited me to join him at the coffee shop. He made the following disparaging remarks to me:
 - "I see you as a classy guy." This was a patronising comment.
 - "I think that you should not stay in treasury."
 - "Brad Koen is expected to become more powerful in the future." Coercion.
 - "I was also a member of the UDF (United Democratic Front)." I still find this hard to believe.
 - "Why have you stayed at Standard Bank?" Given my salary increase record this was an odd question.
 - "I do not see you as an empowerment candidate." This is contrary to the Employment Equity Act.
- Rod Poole meeting on 21 February 2000. This meeting is on tape. He stated that "informal warnings" were given. Apart from this being analogous to being half pregnant, it is a blatant lie. I again asked for the memo of 15 December 1999 to be withdrawn, this request was (again) ignored.
- Brad Koen's memo (7 March 2000) and meeting (15 March 2000) with Rod Poole in attendance. Brad Koen wanted to retrench me for "operational reasons". **On the advice of Senior Counsel, I refused to take part in the processes any further as the process followed up to this point had been grossly unfair and was tainted from the beginning as Brad Koen who was making the accusations was also standing in judgement of me.**

The meetings of Rod Poole and Ben Kruger were not used to resolve the situation, but were used as a forum for further harassment and to demonstrate explicit support for Brad Koen. I was

WITHOUT PREJUDICE

presumed stupid. Given my academic qualifications I can only assume that this was on account of my race. A non-executive member of the Standard Bank board advised me to bring this matter to the attention of Jacko Maree and Myles Ruck. My two requests to arrange meetings with Myles Ruck to stop the harassment were ignored. So were my two requests to arrange a meeting with the Chief Executive, Jacko Marree (8 and 16 March 2000), who saw it fit to consult only with Brad Koen. The only action that stopped the harassment was the intervention of Dr John Verster, who acted on a memo that I sent to Dr Conrad Strauss.

At a meeting with Dr Verster on 17 May 2000, I asked; "Am I a victim of racism?" Dr Verster replied in the affirmative. This is in agreement with Senior Counsel opinion.

I believe, very strongly, that as a committed South African, that I should leave this situation in which I been placed, through no fault of my own, better than I found it. My aim is to ensure that once I have left Standard Bank that this type of harassment does not occur again and that the issues of transformation and empowerment are taken seriously. **If this sort of behaviour occurs and is condoned at senior management levels of Standard Bank what about the junior Black employee who was not fortunate enough to acquire a University degree and/or the wherewithal to pursue the matter to its logical conclusion?**

With regards to the Banks offer of settlement, I have agonised over it considering the various issues and the desired outcomes that I would like to achieve. This issue is not only about mere money. The Banks offer would leave in place racists who could commit these atrocities again. There is need for a punitive measure. Despite management's comments in the public domain about its commitment to empowerment and transformation, it makes no attempt to discipline it's own management when they are flagrant transgressors of fundamental human rights which is the cornerstone of South Africa's constitution.

I believe that (apart from common law crimes) racism is the most heinous crime to commit. I have ever since Brad Koen employed me (February 1997), endured petty racism at Standard Bank. The only exception in this case is that it is in writing on the Banks letterheads.

I have not agreed in any correspondence to date to the following:

- Confidentiality clause.
- Full and final settlement
- Resignation with immediate effect.

My conscience does not permit me to accept the offer as it stands. The Banks offer of R 407 500 is inadequate compensation to be considered as full and final settlement for the numerous injustices that I have endured over the past 6 months inter alia, racism and victimisation.

I will accept the offer of R 407 500 plus costs without signing a confidentiality clause and not as full and final settlement. My acceptance would include an agreed resignation date.

Alternatively, I will accept an offer of R 2 000 000 plus costs that would include a confidentiality clause, full and final settlement and resignation with immediate effect. This amount would compensate me for the racism, emotional pain, suffering, inconvenience, mental anguish, future pecuniary loss and the loss of enjoyment of life that the actions of management have caused.

It is gloat free and would also act as a punitive measure on SCMB to ensure that the issues of racism, empowerment and transformation are taken seriously. This high cost of human rights violation would force management to institute safeguards, perhaps in the form of labour law training and diversity awareness courses for all managers (Executive Directors, included) with reporting staff. To date there are no Directors or Executive Directors of colour at SCMB. If there were any this debacle might not have occurred.

Should I not receive any confirmation of the above alternatives by 12h00 on Friday, 22 June 2000 I will assume that the negotiation process is over. I will then be free to act in the public interest and exercise my legal rights.

WITHOUT PREJUDICE

INTEROFFICE MEMO

To: Brad Koen
CC: Rod Poole
From: Renay Singh
Date: 19 June 2000
Re: Memo 15 June 2000

I have received your memo dated 15 June 2000, today.

I am consulting my advisers and will be in a position to respond to the Banks offer by the close of business on 20 June 2000.

INTEROFFICE MEMO

To: Diana Deane
From: Renay Singh
Subject: Your Memo 13 June 2000
Date: 14 June 2000
CC: Myles Ruck

Dear Diana

I was not aware that Rod Poole was away.

There are a number of factually incorrect statements contained in your memo.

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Prior to the intervention of Dr John Verster (who acted on my memo sent to Dr Conrad Strauss), there was only harassment and discrimination masquerading as 'consultations' by Brad Koen, Rod Poole and Ben Kruger. The negotiation process began on the 17 April 2000, after considerable delays from SCMB.

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The current offer puts the bonus at 31.1%, in year in which the department made a profit. How could a statement be made that my bonus earned for the 1999-year would have been lower and not be substantiated? Why could it not be 58.3% of salary or even 100%?

Please confirm whether the Bank has any intention of responding to this legitimate and pertinent question.

I wish to draw your attention to the following record of the exemplary work conducted by myself as a committed staff member before the harassment started (as stated in my memo of 13 January 2000).

"In addition I wish to place on record the following that took place from August to December 1999

- I also updated my research for the Department of Finance (of the SA Government), for the issuance of CPI linked bonds at Paul Hewitt's request. The research which appeared in the second edition of the CPI linked securities newsletter (which I also produced earlier in the year) was to be used by the DoF in it's motivation for the issuance of CPI linked debt at the **Ministry of Finance. This, without doubt, enhanced SCMB's reputation with the government. To my knowledge no other research conducted by SCMB has had this impact with the government.**

WITHOUT PREJUDICE

- I completed the third edition of the CPI linked Securities newsletter. The publication of which was deferred at Paul Hewitt's request.
- A new newsletter targeted specifically at Eskom was launched. **This resulted in R400m FRA's being traded.**
- **I concluded two zero coupon trades with M-cube, one for R50m and another for R25m.** These were trade from an off-shore entity and required exchange control applications to be submitted. At no stage did I call these structured trades, but they were regarded as precursors to structured deals. Incidentally no definition was given to me of what exactly is a structured deal was. Brad Koen had in fact encouraged me to do further such trades.
- **The Gap viewer a software utility (the current version is the 6th version) was enhanced.** The trading desk of the department purchased a LCD television screen worth R80 000 to permanently display the Gap Viewer. This was purchased in October 1998. The Gap viewer has improved productivity by being able to free up the markets makers' time, by not having to frequently call out the spreads of the bonds. This application is now being used more extensively given that the LCD screen has moved further away from the marketing department.
- Set up meetings with Mercury Structured Products. Assisted Chantal van Aarde with the marketing of preference shares to Zenex and another individual.
- Spreadsheets for various people including the Forex Department were produced."

WITHOUT PREJUDICE

INTEROFFICE MEMO

To: Rod Poole
CC: Myles Ruck
From: Renay Singh
Date: 8 June 2000
Re: Memo 2 June 2000

I would like credible reasons, in writing, as to why my bonus earned for the 1999-year would have been lower and why salary increases for this year have not been granted.

If the reasons are to be the alleged non-performance or so called behavioural problems, these reasons will be rejected. I have also thoroughly refuted these and other contrived allegations in my memo dated 13 January 2000.

In my performance based salary review letter (SCMB memo dated 13 August 1999), in which I was awarded a discretionary increase of 12.5%, the Bank made the comment. "May we wish to take this opportunity to thank you for your continued hard work and dedication and to wish you further success in the future".

The above alone contradicts the alleged "non-performance and behavioural problems" as stated in Brad Koen's Memo of 15 December 1999. This and other specious allegations have been used as a smoke screen for the **racist retaliation** of Brad Koen, who has been the de facto leader of the Jim Crow lynch mob. This arose directly after I was verbally abused and demanded an apology from Brad Koen regarding the Marc van der Spuy issue.

WITHOUT PREJUDICE

INTEROFFICE MEMO

To: Rod Poole
From: Renay Singh
Date: 2 June 2000

I would like to stress that I am more than perturbed at the racism that I have experienced at Standard Bank.

I am seriously considering the Bank's offer, in the memo dated 29 May 2000, received 30 May 2000 (at 11h00 with a 31 May 2000 deadline!) and the clarity provided by the memo dated 2 June 2000.

The imposition of arbitrary deadlines amounts to negotiations under duress. I will respond to the memos received on or before 9th June 2000.



PRIVATE AND CONFIDENTIAL

Renay Singh
C/o Treasury Division
SCMB

Date	Direct telephone number	In reply please quote our reference	Your reference
29 May 2000	636-2400	RodP_tel_Renay2905	

Dear Renay

The Bank refers to your correspondence dated 25 May 2000.

The Bank has considered the history of this matter, the various correspondence, and the interests of both parties. After careful consideration, and in a sincere attempt to settle this matter in the best interests of the parties, the Bank is prepared to agree to your proposal of settlement on the following basis:

1. You will be paid an ex gratia lump sum amount of R 407 500.
2. In addition, your outstanding leave will be commuted in terms of bank policy and you will be paid an amount of R25 978.
3. A mutually acceptable separation agreement will be entered into which records the settlement reached, and which will include appropriate provisions such as clauses relating to your membership of the Group's Retirement Fund and Medical Aid, a full and final settlement clause, and a confidentiality clause.

It's the Bank's understanding from your proposal that you would resign with immediate effect.

The Bank attaches for your attention and perusal a draft separation agreement and in this respect the Bank requires you to provide any proposed amendments by 31 May 2000, in order to finalise this agreement.

Yours sincerely

Brad Koen
Director, Interest Rate Products
Treasury Division

WITHOUT PREJUDICE

INTEROFFICE MEMO

To: Brad Koen
From: Renay Singh
Subject: Your Memo 25 May 2000
Date: 25 May 2000

I am prepared to settle on the following terms of, 18 months remuneration as compensation plus the bonus earned for the 1999 year, subject to a mutually acceptable settlement agreement.

INTEROFFICE MEMO

To: Rod Poole
From: Renay Singh
Subject: "Agreement"
Date: 19 April 2000
CC: Dr. JM Verster

I have the following disagreements with the document presented to me on Monday, 17 April 2000:

- The title 'Settlement Agreement' is to be used instead of 'Agreement'.
- The term 'severance' is to be replaced by the term 'settlement'. The term severance is prejudicial/inappropriate and is not what was agreed, which was an out of court settlement. In previous discussions, Dr Verster used the term 'compensation', and it was on this basis that I was willing to consider an out of court settlement. It was also agreed that actuarial methodology would be used. The severance payment option was presented to me in Brad Koen's memo of 15 December 1999, I refused then and I still do so now. In fact the events since then has merely served to confirm the Residual Unfair Labour Practice charge.
- Clause 3, regarding confidentiality is unacceptable.

SCMB Executive management subjected me to criticism, nit-picking and fault-finding whilst these claims were made due to my alleged lack of performance, the specious, distorted and fabricated nature of the criticisms revealed that they were really for control and subjugation. The behaviour of management has prevented me from fulfilling my duties also, I had intended to study this year and I was unable to do so.

Any compensation must take into account the emotional pain, suffering, inconvenience, mental anguish, future pecuniary loss and the loss of enjoyment of life that the unjust practices that I have been subjected to has caused. In addition the compensation amount must take cognisance of the fact that Standard Bank's image would not be brought into disrepute if the events of the last 4 months were made public.

The charges that I have made are serious and are not unsubstantiated. Racial discrimination occurs regularly at SCMB. The only exception in this case is that it has occurred in writing on SCMB letterheads.

Should this matter be made public it would serve the public interest about the employment practices at Standard bank. It would also be in the interest of prospective black employees of Standard Bank to be made aware of the racism that exists, and that there are no glass ceilings at SCMB, only ones made of concrete. There has been no case like this that has come before the South African Labour Courts or the Human Rights Commission, hence this case would be precedent setting. There is a strong possibility that other aggrieved employees of SCMB would come forward should this scenario materialise. My career has been interrupted for no fault of my own. This liability exists with SCMB.

The Settlement option offers Standard Bank a chance to pursue transformation and employment equity without public scrutiny. However, the initial offer does not suggest any serious commitment to conclude an out of court settlement. My decision not to appoint an attorney to negotiate a settlement was borne out of scepticism of the willingness of SCMB to conclude a settlement. This decision now seems justified.

INTEROFFICE MEMORANDUM

TO: Dr J.M. Verster
FROM: Renay Singh
DATE: 7 APRIL 2000
SUBJECT: Previous Discussion

Dear Sir

With regards to our previous discussion, I can confirm that I am willing to consider the option, presented by you, of an agreed settlement.

However, I believe that the appointment of an attorney at this stage would deplete my financial resources and therefore would prejudice my ability to exercise my legal rights should we not arrive at a settlement.

MEMORANDUM

To: Brad Koen
CC: Rod Poole
Jacko Maree
James Nkosi
Date: 15 March 2000

RE: Correspondence 15 December 1999, 7 March 2000 and 10 March 2000

The processes thus far has which has been variously called of "consultation", "formal" or "informal" is:

- grossly unfair,
- And has been not been impartial and has been tainted from the beginning.

In particular this 'consultation' (as per memo of the 7 March 2000 and 10 March 2000) is entirely inappropriate.

At no stage was any attempt made to utilise the existing formal structures for resolution of such matters.

I therefore refuse to be involved in any further discussions with you as part of this process.

Yours Faithfully

Renay Singh
Manager
Interest Rate Products

Dr Conrad Strauss
Chairman Standard Bank

20 March 2000

Dear Sir

I would like for you to be informed of unfair labour practices that have occurred at Standard Bank over the last 4 months.

I am a BSc (Actuarial Science) graduate working in the dealing room of Standard Corporate and Merchant Bank, on their Interest Rate Derivatives department. The department consists of 40 people in total of which 4 are Black (including one African-American). I have been working in the department for over three years service and this makes me the longest serving person of colour in the department (or in the jargon "desk").

I have attached all the documentation, but I have summarised the key incidents below.

22 November 1999	I demanded an apology from management for verbal abuse.
9 December 1999	Received apology.
15 December 1999	I was handed a memo that alleges incompetence and bad attitude etc. (None of which is true, given my track record of delivery and management's acknowledgement in awarding me salary increases of 36.9% p.a. for the last two years. The last increase was given to me in September 1999. In addition, <i>I have received no warnings from management.</i>)
13 January 2000	I responded to the memo,
17 & 31 January and 18 & 21 February 2000	I had meetings with the Human Resources Director and Deputy MD. They encouraged me to leave the department, which I have since refused, as I stated that I have done nothing wrong.
7 March 2000	I was given a further memo, this time with a view to retrenchment for "operational reasons".
10 March 2000	Received response to 13 January 2000 memo.
15 March 2000	After taking legal advice I refused to continue the process of consultation, as it has been <i>grossly unfair</i> .

There are serious issues raised from the above incidents which are:

- A complete disregard of the labour laws of our country, at very senior levels of management. (All involved are directors and are on SCMB executive committee.)
- The empowerment of previously disadvantaged individuals.

The above incidents would have a serious negative effect on the image of Standard Bank should it be made available to the media and forwarded to the respective commissions (CCMA & HRC). To date I have not seen any indication of awareness from management of the above ramifications.

Should you have any queries please do not hesitate to contact me on 083 307 2233 or 636 1714.

Yours Faithfully

Renay Singh
Manager, SCMB



Memorandum

To: Recipient – name

Renay Singh
4th Floor – Entrance 1
3 Simmonds Street

From: Originator – name

Brad Koen
Director, Interest Rate Products
4th Floor – Entrance 1
3 Simmonds Street

Date
10 March 2000

Direct telephone number
636-2400

Our reference

Your reference

Ref: Banks memorandum of 7 March 2000 and your memorandum of 13 January 2000

I refer to our discussions over the past few days and wish to confirm that I requested that we have a further consultation to cover issues raised in our previous consultations, as well as to respond to matters arising out of your memo dated 13 January 2000. The bank's letter of 7 March 2000 confirms this request, for a consultation session with you, on 9 March 2000. You have subsequently declined this meeting as you wish to consult with your advisors and suggested Wednesday 15 March 2000 as a suitable date. I responded that this was not a convenient date, and instead suggested Monday 13 March 2000. You stated that it was your prerogative as to when this consultation should be held and insisted on Wednesday 15 March 2000 or later. I then offered to allow you time off work to consult, so as we could make the meeting on Monday 13 March 2000, and again you declined my offer insisting that that it must be Wednesday 15 March 2000 or later.

You have also expressed dissatisfaction that the bank has not formally responded to your memo dated 13 January 2000. I pointed out that a part of the consultation meeting that we were attempting to set up with you would formally address issues raised in your memorandum. I confirm that, at your insistence, a meeting has now been set up for Wednesday 15 March 2000 at 11h00. I do not believe it is appropriate to address matters which are of a serious nature, with you, by exchange of written correspondence.

Following a meeting, held at the request of James Nkosi, and due to the postponement, at your insistence, of the consultation until next week, I have prepared this memorandum to you to clarify certain issues raised in our previous discussions, as well as in your memorandum. These issues will also be further discussed at our consultation to be held on Wednesday 15 March 2000.

I have listed some of the issues below and have responded accordingly:

Memorandum dated 15 December 1999

Standard Corporate and Merchant Bank (SCMB) is not prepared to withdraw its memo dated 15 December 1999 as you have requested in your memo. As set out in that memorandum the bank attempted to address its concerns with you in a less formal

manner in the hope that the matter would be resolved. This has been unsuccessful and therefore a formal process has commenced where documentation is kept for record purposes.

Marc Van Der Spuy – the incident and subsequent apology

The bank would like to point out that Marc Van Der Spuy has formally apologised, in the interests of the relationship, in written form, as per your request. The bank believes that matter has now been addressed adequately, and that the memorandum addressed to you on 15 December 1999 was in no way related to this incident.

Formal Review Process

You mention in your memorandum that the issues raised, in my memorandum, should have been raised during your formal review process. In this respect I wish to make reference to some of the comments in your review held in December 1998/ January 1999, which mention, amongst other things, the following:

- "Renay needs to focus more on timeous delivery of tasks and get more involved in his contribution to the team"
- "the management and administration of the trading book was not Renay's forte"
- "Renay needs to concentrate on initiatives which meets the teams needs"
- "Need to talk more to the trading and sales teams to get a better feel for what is lacking" – written in the context of relationship management and customer service.

The bank's concerns were therefore raised during the review process. In addition the bank is also entitled and required to follow a process when it raises its concerns with you. This process can be run independently of the review process.

Resignations

Despite your contention that you have offered your resignation on a number of occasions, you have taken this matter out of context. You have always asked the question "do you want me to resign?" as opposed to: "I am resigning herewith my resignation letter". In this context, the bank always perceived this action as a threat rather than a formal resignation. The bank in all cases responded that it was not asking you to resign but rather just trying to address matters.

Berkeley course

You contend that you were sent on the course. In actual fact, as I pointed out to you, I wished for you to attend the course in the following year but, if against my better judgement, you felt that you had to attend the course in the current year, then you could make that call. You then made the call to attend the course, even though you knew I was not in support of your attendance.

Salary increases

It should be clear from previous consultations and correspondence that the bank has made every effort to accommodate you in the type of role that you wished to be

employed in. However, throughout all the informal consultations, as well as the formal reviews, you always brought up the fact that you believed you were underpaid. The salary increases up to March 1999, must all be regarded as an attempt to solve your perception of being underpaid and to rather get you focused on your performance. The bank also re-iterated that once we could see an improvement in your performance, the bank would respond and reward you accordingly. The large increase in March 1999 (25% on guaranteed package) was specifically designed as an incentive for you to improve and get you focused on your performance – again related to your perception that you were underpaid in commensurate with your qualifications/ experience and some signs of improved performance. In this regard the bank was encouraged to see signs of an improved attitude and performance, specifically with regard to the CPI newsletter and the production of the gap viewer. As such, to allay any problems of your perception of being underpaid, we chose to give a meaningful increase to encourage further improved performance.


General

As such, I re-iterate, that the bank still stands by the comments made in the memorandum dated 15 December 1999. In addition, we wish to point out that it appears that our working relationship has deteriorated further since the start of these formal consultations. Specifically, I would like to mention the following:

- You have refused to accept the apology from Marc Van Der Spuy, despite him producing a written apology as per your request
- You have requested meetings with Ben Kruger and Rod Poole where you have indicated you wish to record the conversation. This procedure is not normal within the banks day to day operations, nor is it congruent with the way the bank wishes to operate.
- The trust within our relationship, as well as your relationship with other people in the bank, seems to have deteriorated.
- This matter is having a negative impact on key people within my team.

I wish to point out that the issues I raised in the memorandum dated 15 December 1999, are the symptoms of a deteriorating working relationship which is now of great concern to the bank.

As a result of the above, and with reference to the letter addressed to yourself dated 7 March 2000, we wish to further consult on these issues on 15 March 2000.



Brad Koen

MEMO

To: Brad Koen
From: Renay Singh

Date: 13 January 1999

Response to your memo dated 15 December 1999

On 15 December 1999, a short while before I was due to take annual leave Brad Koen handed me a memo (hereafter referred to as the Memo).

My initial reaction to the Memo was that it should be withdrawn, as the opinions expressed were untrue both with respect to my performance and my ability to get along with colleagues.

It seems improper that in the initial paragraph of the Memo that strong alternatives such as severance package or redeployment be mentioned, especially since no formal charge(s) have been put to me and that things have reached this level without me hearing about any of these "concerns" before. The issues raised come directly after Marc van der Spuy verbally abused me, and an apology from him was demanded. The unsatisfactory apology from Marc was received three weeks after the incident. At the outset, I wish to record that I find it surprising to say the least, that it is I who has been summoned to such a conference rather than Marc van Der Spuy.

Some of the issues raised date as far back as November 1997. There has been, as I have it more opportune moments and for that matter, more appropriate forums for the Bank to have raised any of its concerns. The following are examples:

- Formally at the annual appraisal process that occurred in December 97 or January 99;
- At the Banks' annual salary review meetings, that occurred in March 98 and April 99;
- At the discretionary salary review increase meetings that occurred in June 98 and August 99, (which not all members of the department receive);
- When my resignation was offered and not accepted in November 1998 and May 1999;
- Informally, during working hours.

I have sought counsel on the Memo and the circumstances surrounding the same. I have at this stage been advised to respond to your Memo, in particular your concerns raised therein as I hereby do.

With regards to the allegation of my displaying a self centred and arrogant attitude, I believe that while that may be the perception, that this is not true. None of the projects that I have been involved in, which has added value to the desk and enhanced the image of the Bank, could have been completed without the involvement of other members of staff with whom I maintain a good relationship with.

I accept that all work carried out whilst I am in the employ of the Bank belongs to the Bank. The only possible reference to your "recognition" compliant as it were could be the incident involving my building spreadsheet models that were to be used by the bond analyst. It was decided that only the bond analyst's name was to appear on the published report, which I thought was unfair. I consulted with a Quantitative Analyst at Merrill Lynch and established that the accepted industry practice was that both the bond analyst's name and that of the quantitative analyst's name appear on the published report. As a result of this matter, I offered my resignation in May 1999 to Chris Clarkson, which you are well aware was not accepted. This was over 9 months ago. Chris Clarkson and I agreed that a programmer would suffice and would be sourced from the IT department or QAD. I was of the understanding that this matter was resolved by agreement and this belief was confirmed when I received a discretionary salary increase after this incident in August 1999.

The statement that I have accused management of racism in taking certain decisions is false. I approached Ben Kruger and was happy to abide by his decision, I still am. I thought in that specific instance race *may* have played a role. As I recollect, Ben Kruger thanked me for coming forward. The last point of page 1 on the Memo, begs the question of when is it appropriate to display an enquiring mind or when to question management decisions?

The statement "some of your accusations of racism" is without foundation. I confirm of having accused Brad in November 1997 of nepotism, which was due to the lack of transparency in the selection of candidates to go on the Berkely course. **After this accusation I was sent on the course.**

Why is this incident being brought up now as an issue? *Two years later.*

During 1997/8 the Life actuarial division of Liberty Life became our client. (I had previously worked at Liberty Life).

In March 98, I was given an increase of 12.5% as well as a bonus of R70 000. This was an above average increase. **If my performance or attitude was inappropriate to the department this could have been brought up at the appraisal that was held earlier that year. There was no mention of either my alleged poor performance or my alleged bad attitude.** In contrast I approached Brad and expressed disappointment with my salary increase. My perception was that I had delivered exceptional performance over the previous year. Brad set up a 3-month salary review. This was held in June 1998. At this meeting I was awarded a further salary increase of 18.5% based on my performance in the previous 3 months.

This stands in stark contrast to the allegation in Brad's memo that "On returning from Berkley, the Bank notes in its view, delivery of appropriately completed projects was still lacking". **This begs the question of why were the above salary increases of (combined) 33% in 1998 were granted after my return from Berkeley.**

The question must be raised again, why is this issue being raised now, *1 year eight months later?*

May 1998, Fedsure becomes our client on my account. Credit linked notes were traded with them and R2 m in profit was booked on this trade.

Brad Koen's account of the issue of the arbitrage book is false. No training was given to me at all. I approached the previous trader Paul Crawford who was always too busy to help me. The book was left in a better condition after my tenor than before. Pauline Trollop did make the point with management that the book was not handed over properly.

I approached Brad and asked for the arbitrage book to be administered by someone else. As my skills would be better employed elsewhere. Upon reflection, this turned out to be true. Contrary to his allegation that "... Management to move you off the position and replace you with another trader". Brad Koen in fact asked me to hold onto the book whilst they found another trader. This occurred some three weeks later.

The total return swap calculator in a spreadsheet format was requested in October 1998. No one in the bank had valued these TRS before. The difficulty was compounded by the fact that Japanese swaps had to be valued in a spreadsheet. This expertise does not readily lie in South Africa. Overcoming all these (and other) difficulties the final valuation was presented in December 98. At no stage was I told that "an unacceptably long time was taken".

Again, what is the point of raising the issue over a year later?

On the contrary in April 99 I was granted a salary increase of 25% as well as bonus of R70 000. It must be borne in mind that the desk had in 1998 made a total loss of R200m. **Again, If my performance or attitude was inappropriate to the department this could have been brought up at the appraisal that was held earlier that year. There was no mention of either my alleged poor performance or my alleged bad attitude.** Furthermore, I was not happy with this increase and Chris Clarkson then setup a 3-month review in August 1999. Based solely on completed projects in the months of May, June and July 1999, I was awarded an increase of 12.5%. **The total combined increase for the year of 1999 was 40.625%.**

In the salary review letter dated 13 August 1999, Chris Clarkson made the following comment. "May we wish to take this opportunity to thank you for your continued hard work and dedication and to wish you further success in the future". This was as recent as 4 months from the date of the Memo.

At a meeting in August 1999, I was given the task of financial engineering of structured deals. Brad did mention that in effect only one idea had to be created per week as borrowers and issuers are at opposite sides of the spectrum. Thus for each idea two ideas are in fact created.

From August to December 1999, I have in fact created 8 new product ideas, which were published. More ideas, which were unworkable, were not published. At the time Brad Koen in fact complimented me on the ideas that had been generated. This again stands in contrast to the negative comments regarding my ability in the Memo. In Mid November 1999, Charl van Zyl who was the salesperson who was responsible for the distribution of the new product ideas indicated to me that due to Y2K fears, amongst other reasons, that most investors would only be prepared to trade in the new year. He also indicated that investors were pleased with the ideas shown to them. It was then decided that sending of the new products to investors would resume in January.

In addition I wish place on record the following that took place from August to December 1999

- I also updated my research for the Department of Finance, for the issuance of CPI linked bonds at Paul Hewitt's request. The research which appeared in the second edition of the CPI linked securities newsletter (which I also produced earlier in the year) was to be used by the DoF in its motivation for the issuance of CPI linked debt at the Ministry of Finance. **This, without doubt, enhanced SCMB's reputation with the government.** To my knowledge no other research conducted by SCMB has had this impact with the government.

- I completed the third edition of the CPI linked Securities newsletter. The publication of which was deferred at Paul Hewitt's request.
- A new newsletter targeted specifically at Eskom was launched. This resulted in R400m FRA's being traded.
- I concluded two zero coupon trades with M-cube, one for R50m and another for R25m. These were trade from an off-shore entity and required exchange control applications to be submitted. At no stage did I call these structured trades, but they were regarded as precursors to structured deals. Incidentally no definition was given to me of what exactly is a structured deal was. Brad Koen had in fact encouraged me to do further such trades.
- The Gap viewer (the current version is the 6th version) was enhanced. The trading desk of the department purchased a LCD television screen worth R80 000 to permanently display the Gap Viewer. This was purchased in October 1998. The Gap viewer has improved productivity by being able to free up the markets makers' time, by not having to frequently call out the spreads of the bonds. This application is now being used more extensively given that the LCD screen has moved further away from the marketing department.
- Set up meetings with Mercury Structured Products. Assisted Chantal van Aarde with the marketing of preference shares to Zenex and another individual.
- Spreadsheets for various people including the Forex Department were produced.

The innovations produced above were entirely my creations, none of which could have been completed without the co-operation of the rest of the department and /or other departments.

This contradicts statements such as

- "require regular coaxing from other members of the desk"
- "not adequately contributing to the desks overall performance"
- "overall lack of enthusiasm in performing your duties"

The above statements are ridiculous when compared to the fact that my salary has increased by 87.5% in the last 2 years. On an annualised basis this is equivalent to 36.9% p.a. This is far in excess of what the average employee of Standard Bank/SCMB earned in increases over this period. If I had displayed poor performance or showed an inability to get along with the rest of the department, then surely this would have been reflected in lower salary increases and either low or no bonuses, let alone additional discretionary salary increases in the past two years. Furthermore, no warnings were issued from management regarding the alleged poor performance or bad attitude.

In conclusion, I would like to stress that I have always been in favour of improving productivity and efficiency with the express purpose of generating more profit. I am available at any time to discuss improving productivity with any member of the team, however, I must express disappointment that this forum had to be used, as I have been a committed employee of the Bank who has made a significant contribution to the objectives of the department.

Renay Singh

MEMORANDUM

TO : Renay Singh
FROM : Brad Koen
DATE : 15 December 1999
SUBJECT : **CONCERNS REGARDING BEHAVIOUR AND INTERPERSONAL ISSUES**

You are required to attend a consultation to be held on January 12 2000 at 10am in Ben Kruger's lounge. Persons in attendance will be Brad Koen, Chris Clarkson and Rod Poole. The purpose of this consultation will be to raise and address various concerns, which the Bank has in relation to the performance of your responsibilities, and your behavior, which is detrimentally impacting on the relationship with the Bank. The purpose will also be to:

- Give you an opportunity to fully respond to the issues raised with you;
- Discuss and respond to the response;
- If appropriate, discuss and formulate a process for improvement and the manner in which the inter-personal concerns will be addressed;
- Consider alternatives, such as redeployment or alternatively payment of an appropriate severance package;
- Set up a follow up consultation with you.

The areas of concern are:

BEHAVIOUR / INTERPERSONAL ISSUES

Despite extensive attempts by the Bank to accommodate you and to fully integrate you within the interest rate products area, you have made this difficult through your behaviour.

In this regard, the following aspects are raised:

- Your general disposition displays a self-centred and arrogant attitude. In this regard you often appear to display little enthusiasm for getting involved in projects in which the desk has initiatives, instead choosing to pursue projects for which you have a personal interest.
- It appears that you are constantly looking for recognition for work performed to the point of threatening not to carry out your duties and functions. The Bank notes that all work carried out by its employees in fulfilment of their duties remains property of the Bank. We further note that the Bank is not averse to giving acknowledgement for work done to employees where considered appropriate. Our concern is rather your confrontational attitude and threatening not to perform your duties unless you receive the recognition you believe you deserve.
- You have on a number of occasions expressed disapproval of decisions made on the desk and in respect of other members of the desk. Specifically you have accused management of racism and nepotism in the taking of certain decisions. You have also intimated that certain members of the desk are incompetent in the fulfilment of their duties, a view that is not shared by management of the desk. In this regard, management emphatically denies that any decisions taken have been influenced negatively by racist or nepotism issues. The bank also notes that it is not averse to its employees displaying an enquiring mind and questioning certain decisions, our concern is once again the confrontational, emotional and accusative manner that you have used in this regard.

- You require regular coaxing to interact with other members of the desk. This is not congruent with the desks philosophy of working together as a team.
- In view of the above points, management believes that you are not adequately contributing to the desk's overall performance and your attitude does not lend itself to a positive working environment.

CHRONOLOGICAL REVIEW OF SALIENT EVENTS DURING YOUR PERIOD OF EMPLOYMENT

The Bank notes that there has been an overall lack of enthusiasm in performing your duties on the desk. As this often may be regarded as a lack of understanding of what can be considered a relatively complex business, we note below some salient events that have taken place during your period of employment, and management actions in order to address them:

- You initially started your period of employment in a quantitative role. After numerous consultations with you with regard to delivery of meaningful completed projects, you asked whether you could be considered to attend a quantitative course at Berkeley University. Management responded that the Bank was already sending two staff members, and that you would be considered for the next year's course. You questioned that decision, stating that in your opinion the staff members selected were the wrong choice as they had less quantitative skills than you had, that you should be going in their place, and that their selection was based on reasons of nepotism rather than merit. Management then conceded that if you wished to go to the then current course, you may do so, although the desire was to send you to the following year's course. You chose to go to the then current course. The Bank notes that this was at a cost of around R100,000 to the Bank. The Bank also wishes place on record as a result of some of your accusations of racism, that of the two other individuals sent to Berkeley at this time, one was a non-white.
- On returning from Berkley, the Bank notes that in its view, delivery of appropriately completed projects was still lacking. In particular, management felt that it was possibly the work environment that was contributing to the perceived lack of delivery. We discussed you moving to our Quantitative Applications Division, which you turned down. The Bank notes that whilst you perceived that you had completed a large number of projects, many of these projects were the re-production of existing models and/or spreadsheets.
- You then requested that you move to a trading role. On a position becoming available on our Arbitrage book, the Bank offered you the opportunity of taking sole responsibility for trading the book. The Bank perceives that your performance in this regard was exceptionally poor, requiring management to move you off the position and replace you with another trader. Specifically, we note that you failed to run the end of day reports on the book on a number of occasions, something which is deemed an absolute necessity on each book, and behaviour which we have never before experienced with another dealer. You have subsequently conceded that your performance in this regard has been poor, as you are not keen on getting involved in administration. The Bank notes that all dealers on the interest rate product's desk are required to perform their own front office administration as part of their responsibilities. To aggravate matters, you then accused management of only allocating you the arbitrage book because no one else was prepared to trade it.
- We then asked for a total return swap calculator to be built, in order to correctly and quickly value our total return swap exposures. An unacceptably long period of time elapsed before a model was presented. The bank notes it does not rely on these models for valuations of total return swaps, as no workable model has been delivered to the desk.
- On learning that we wished to focus on structured deals, you enquired as to whether you could be used in this role. We agreed, and set you targets of one borrower and one investor strategy per week. These targets have not been met. To date, very few implementable ideas have been created, no closer interaction with clients resulted, and no meaningful deals concluded. We take note that you have concluded a zero coupon bond transaction, which we do not consider a structured deal.

GENERAL

- Your apparent lack of enthusiasm affects the morale of the team.
- It is the bank's view that you have become a negative influence on the team. As you are aware the bank places a high premium on teamwork, in order to remain a leader in a highly competitive market. The Bank requires each team member to be highly motivated, and to be responsible for the success of his or her area of responsibility. In particular, the desk requires a high level of deal delivery from those individuals who have as part of their responsibilities, the conclusion of deals.
- The Bank is of the view that you lack the required enthusiasm and determination to drive projects to their conclusion.

The areas of concern as set out above are serious and unless these are addressed, the Bank may have no alternative but to consider the termination of your services. As set out above, the Bank places a high premium on teamwork in order to ensure that the bank remains a market leader. Full co-operation and integration in the Bank is required to achieve this goal. As a result, the Bank urges you to participate fully in this process, to give proper consideration to the areas of concern raised with you, to respond to these areas of concern, and to commit yourself to the program of improvement.

You will be entitled to the assistance of a fellow employee during this consultation

Should you require any further information prior to this consultation, you are required to contact Chris Clarkson or Rod Poole.

Yours faithfully



Brad Koen
Director - Interest Rate Products

INTERNAL MEMORANDUM

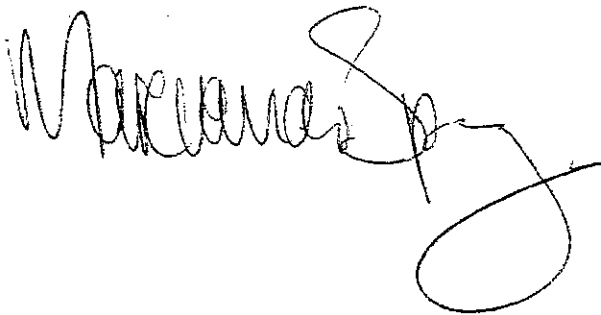
To: Renay Singh
From: Marc Van Der Spuy
Date: 9 December 1999

I have been advised that you forwarded a memorandum to Brad Koen dated 22 November 1999 where you raise certain allegations.

I categorically deny that I in any way made any statements which amount to verbal abuse, defamation or racism.

Should the statements have been taken in any other way, I regard this as unfortunate and apologise for any misunderstanding.

I wish to record that it is in my capacity as a committed team member that I am prepared to provide you with this written apology.

A handwritten signature in black ink, appearing to read 'Marc Van Der Spuy', with a large, stylized flourish at the end.

Brad Koen
Interest Rates
22 November 99

This memo serves to document the incidents that occurred on Tuesday 16 November 99.

Incident 1

Chatting to Marchand and Marc, at about 10.30am. During the discussions Marc turns to me and says, "You are doing fuck all why don't you do it".

Incident 2

After reporting the above to Brad, he suggested that it is a personal matter which should be resolved between Marc and myself. Taking Brad's advice and giving Marc the benefit of the doubt I went up to him in an attempt to resolve the matter which to me seemed completely irrational. I requested that we step outside the dealing room. After having approached him he tells his work colleague that "I have to sort this fuck-up" with direct reference to me.

Incident 3

At the reception of Entrance 4: He then says, "*You are a lazy fuck head that does not add any value to the desk*"

I then asked him to repeat the above in front of Brad, which he refused to do.

The above constitutes:

- a) Verbal abuse
- b) Defamation
- c) Racism

It must be acknowledged that as Black, I am a minority in the Department and in the SCMB dealing room there are no black senior managers or directors. I would like to point that no one has ever spoken to me in this manner previously having granted him or her no reason to do so.

The above behavior is totally inappropriate and unnecessary in a professional work environment and contrary to the spirit of the 1994 constitution and subsequent laws.

To all the above, there are grounds for legal action against Marc/Standard Bank. I would like however for this matter to be resolved internally, i.e. within the Interest Rate Department.

To that end I would like a written apology from Marc to the incidents outlined above.

Renay Singh

36 Kasteel Crescent
Tygerdal
7460

0835971414
021 5925925
zaliafrosler@gmail.com

Pat Jayiya
Box 15
Cape Town
8000

“Racism must be consciously combated and not discreetly tolerated” Nelson Mandela

Until I was recently retrenched, I was a middle manager. I am female and coloured.

I have worked in very diverse organisations, from large corporates like Old Mutual and Metropolitan to small family owned businesses. The sectors in which I have worked were just as diverse, from a factory environment to large financial services giants. In my last organisation I was employed in the role of Training and Development Specialist and as the Equity Manager. As the Equity Manager, one of my key functions was leading the transformation process in the business. What a challenge! I was given a fancy title but had no power to implement. I co-ordinated the Equity Committee but it was a committee with no teeth!

This employer, Forwardslash pty ltd, is an online marketing company, which falls into the small to medium company category and operates only in the foreign market- no service is delivered locally. The return on investment for the shareholders is very high and the company’s annual turnover averages hundreds of millions of dollars.

The purpose of my submission is to highlight the lack of transformation that happens in companies like these, where there is superficial compliance with the legislation - the letter of the law, but not the spirit. There is no real intention to support the government in its skills and transformation initiatives. My point is well illustrated by the staffing equity breakdown in the table below. Its not 100% accurate but it is a fair reflection of the huge disparities that exist within the organisation.

	White	Black	Coloured	Indian	Female
Senior managers	83%	0%	0%	17%	50%
Middle managers	87%	0%	13%	0%	21%
Junior staff	42%	3%	53%	2%	60%

In my view there was a high level of management hostility towards people of colour. But if asked, they would deny that any racism exists in the organisation, and there was unwillingness to even talk about it. The strategy for 'dealing with' people of colour seems to be 'exclude and isolate'. Those few who make it into middle management are denied access to all the relevant information – they are set up for failure. Black people became voiceless and were not allowed to question the status quo. The culture of intolerance towards those who are different was clearly evident in the move to their new and very expensive building in Century City. No thought was given to the needs of disabled employees – there were no ramps, toilets or facilities for wheel chair users. This was equally evident during the recent round of 'downsizing', when people of colour were disproportionately retrenched while whites and foreign nationals were not only retained but also newly recruited, especially in the more senior positions.

I would welcome the opportunity to make a verbal presentation to the portfolio committee, to elaborate further.

Kind regards
Zalia Frosler

Pat Jayiya - EQUALITY AT WORK FOR PEOPLE WITH DISABILITY.

From: "itumeleng mmusi"
To:
Date: 2007/08/24 10:54 AM
Subject: EQUALITY AT WORK FOR PEOPLE WITH DISABILITY.
CC:

[33]

KGALAGADI PEOPLE WITH DISABILITIES GROUP
 Enquiries: Itumeleng/Victor
 Cell no: 083 350 1699
 076 674 0041
 Fax no: 05377 31804
 E-mail address: Itumelengmm@telkomsa.net

33 MIMOSA STREET
 KURUMAN
 8460

CHALLENGES FACING DISABILITIES

- Discrimination because of your disabilities (e.g wheelchair,deafs and people who cannot speak).
- Inferiority complex from the employees in different Departments and Municipalities to people with disabilities.
- Employment equity is not practiced totally (e.g even 2 % of employment is not practiced in Departments and Municipalities).
- Discrimination in decision making and self representation.
- Transport in the workplace not accesibility friendly.

NEEDS

- Allocation of budget for people with disabilities (education).
- Fund for project consolidation concerning people with disabilities.
- We demand 2% from every Departments and Municipalities to be people with disabilities with certain qualifications.
- We demand easy access of information(brail and written in all 11 official languages)
- We demand employment of sign language interpreter in every government department.
- Job creation for people with disabilities.

Hoping that you will find this inorder.

Yours Truly
 Itumeleng Mmusi/Victor Tshekedi
 (Kgalagadi people with disabilities Co-ordinator)
 083 350 1699/076 674 0041

PC labour
070828

[34]

P. O. Box 3838
Somerset West
7129
23 August 2007

The Portfolio Committee on Labour
Box 15
Cape Town
8000

Dear Sir / Madam

I would like to thank the Committee for its invitation for the submission on Workplace Discrimination.

I believe that it is a responsibility of every South African to promote equity in the Workplace, and it is in that spirit that I decided I should bring forward my on analyses of Denel, as a workplace, against a possibility that I might be victimized for this submission.

1. As a disabled person, my submission is largely based on experiences that have been installed in me. I believe disabled persons must be provided equal opportunities in the workplace to perform tasks entrusted in them. The experiences that I come across does not provide me with any opportunities, in fact, this prove that people with disabilities are destined to struggle at least four times as hard to come to the same result as it is with so called normal people. I will support my statement in the report.
2. Some part of the report provides the Committee with the analyses of Denel and its division, Denel Land Systems Western Cape in terms of its employment equity. I did this to emphasize the point that Denel (a state owned enterprise), will not be transformed unless the Government show some more enthusiasm on the issue of transforming the entity, and provide Qualitative Tools to guide its direction. There have been many circles of transforming Denel, but we each time end up where we started.
3. *Experience*, as a recruitment requirement in Denel, is the biggest barrier and discriminatory. I have questioned it in a number of times. It is a fact that Denel Land Systems Western Cape (Somchem), did not employ Africans before 1994. When the Democracy finally forced them to employ across the races, the *experience* as a requirement was introduced in the system. Prior that, the majority of its employees we recruited from Stellenbosch University and other Afrikaans concentrated institutions, and were mentored internally in the engineering systems. The Coloured communities were the cheap labour option by the entity, and were paid differently. This explains the stagnant work profile.
4. The general clique (bond) that exist among white employees make it impossible for other races to work without feeling their status has been diminished. I will give one example on that issue.

It was my pleasure writing this report, it provided me with some platform where an unbiased party can look and analyze the issues, and I will greatly appreciate feedback.

Regards,

Sifiso Alexius Masuku

1. INTRODUCTION

The Employment Equity Company reports currently put more emphasis on numbers. Even though the occupational categories are reported, there is nothing that stops the employer differential population, as long as the grand total will add up to an acceptable representation. This is very evident in Denel reports, machine workers balance the numbers out while senior and executive positions are not representative at all.

The number of retrenchments and restructurings that Denel have gone through over the years does not help either because the processed end up being the ring-fencing mechanisms some white departments use to protect their departments from being populated with blacks. A case in point is in Denel Land Systems Western Cape (ex Somchem + Swartklip); one department is so exclusively white that the department does not even take part in the Employment Equity Forums, or Skills Development Forums. Before the merger, the same department existed under different departmental name, and had issues with transformation then, so much that they could not even distribute an email in English (which is a company business language).

In this report, I have tone down some issues just in case the report is read out of context but there are a few character witnesses in issues on language which the company used as a barrier for many years, salary disparities, experience as a requirement applicable only to few people, and lack of policies on skills transfer (where applicable).

2. CONTENT DISCUSSION

Denel Records in terms of Discrimination displays a company with care-free individuals who dare the Government Policies on Transformation.

The few records received highlights for this

- A disabled employee is not provided with essential tools (transport and support structures) to do his work, while the opposite is true for normal workers. They are sponsored for motorbike and motor car license and there are pool cars they use to perform their jobs. **DLSWC**
- A white colleague commissions a report from a black laboratory manager, when the report has been compiled he call it rubbish and then redo it himself and sign it as his own report. He reason by saying the report is for external client, and he is not going to send "mambo jumbo to clients". When confronted they threatened to limit the growth of the complainant. **DLSWC**
- One sector of the organization is 80% White Male and have been for many years a "company within the company" department. Only whites are preferred in the department, if there are blacks they are drivers, and cleaners and few are and high positions. **DLSWC**

- The company remuneration system displays a lot of inequalities. A black doing the same job with same qualification earns substantially lower with his/her white counterpart. The company is struggling to correct the phenomena, since the counter argument is that whites have more experience. **DLSWC**
- A disabled individual has been declined promotion on the basis that, he does not have enough experience, while, in more than one instance another person with same qualification and borderline experience is employed. **DLSWC**

The emotions attached, when a person is a victim of discrimination are enormous, in most cases victims end up defying the company policies because they are tired of being discriminated against. They are then vulnerable to other recourses such as incapacity, absenteeism, etc., all due de-motivation.

3. SUGGESTIONS

The Government must design enforcement policies, which will improve compliancy to Employment Equity Act.

This should be done by;

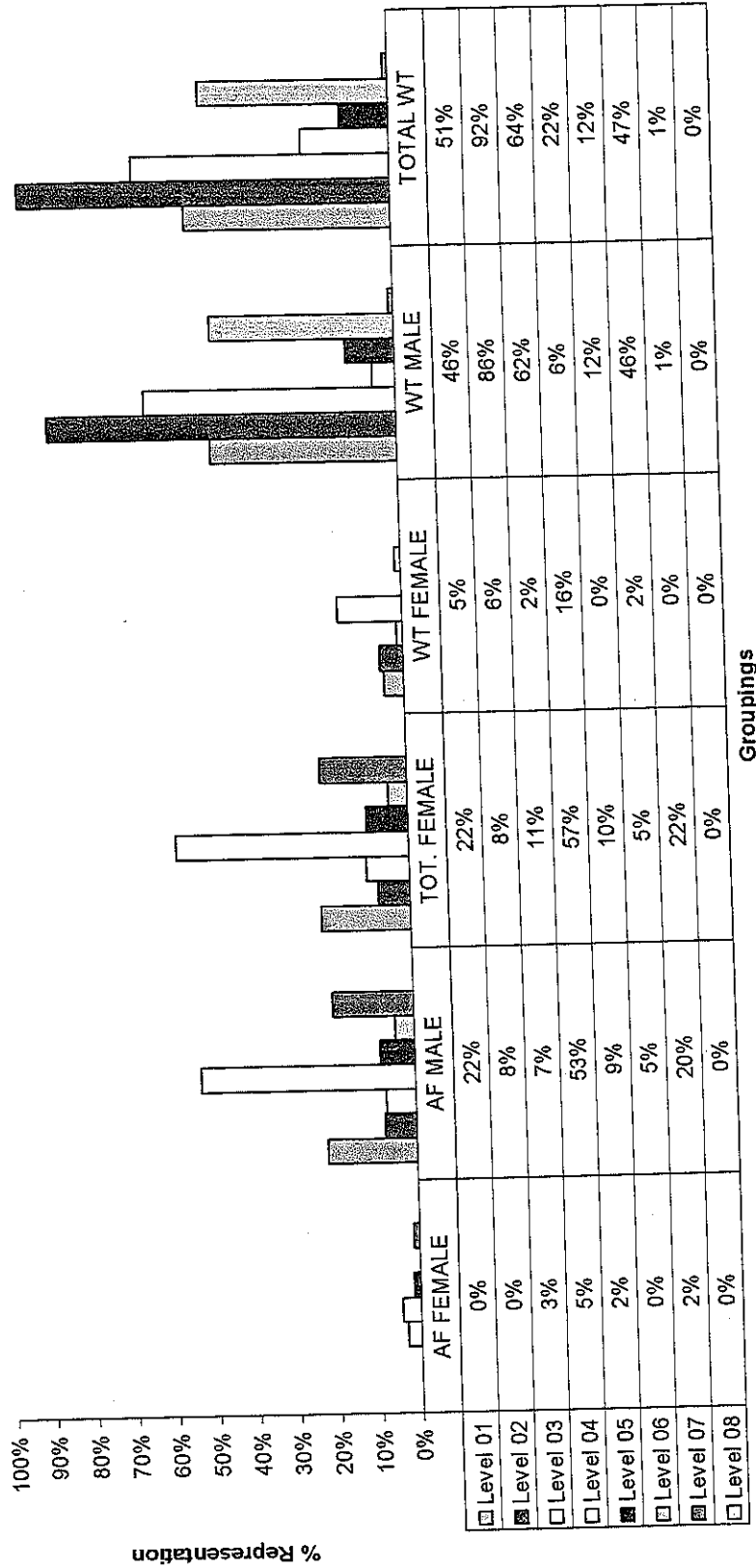
- Introducing the quality checks
- Introducing Award Systems equivalent to Shaming System
- Introduction of escalating fines based on company financial status.

The government must do more to promote the disabled persons;

- That can be done by forcing companies to publish and submit Barriers to disabled in all workplaces. The USA managed to force the companies to produce disabled – friendly tools. South Africa needs to take few steps to support these initiations.
- The government must ensure that State Owned Enterprises are transforming in real time. It become imperative, as the pressure mounts from white labour unions to remove Employment Equity Act, that the government has SOEs as good reference to transformation.

APPENDIX

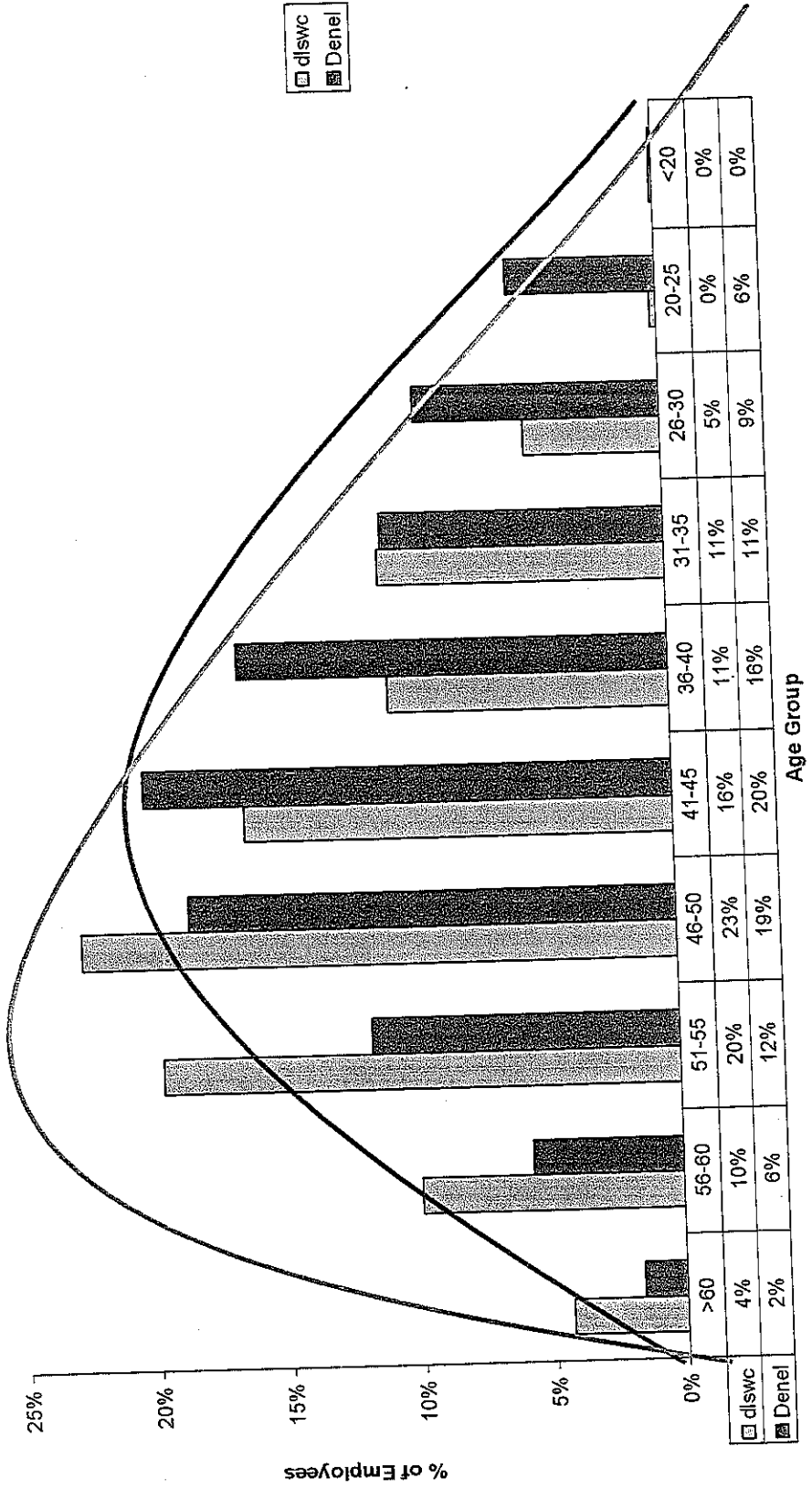
**Race Representation per Level
Denel Land Systems western Cape**



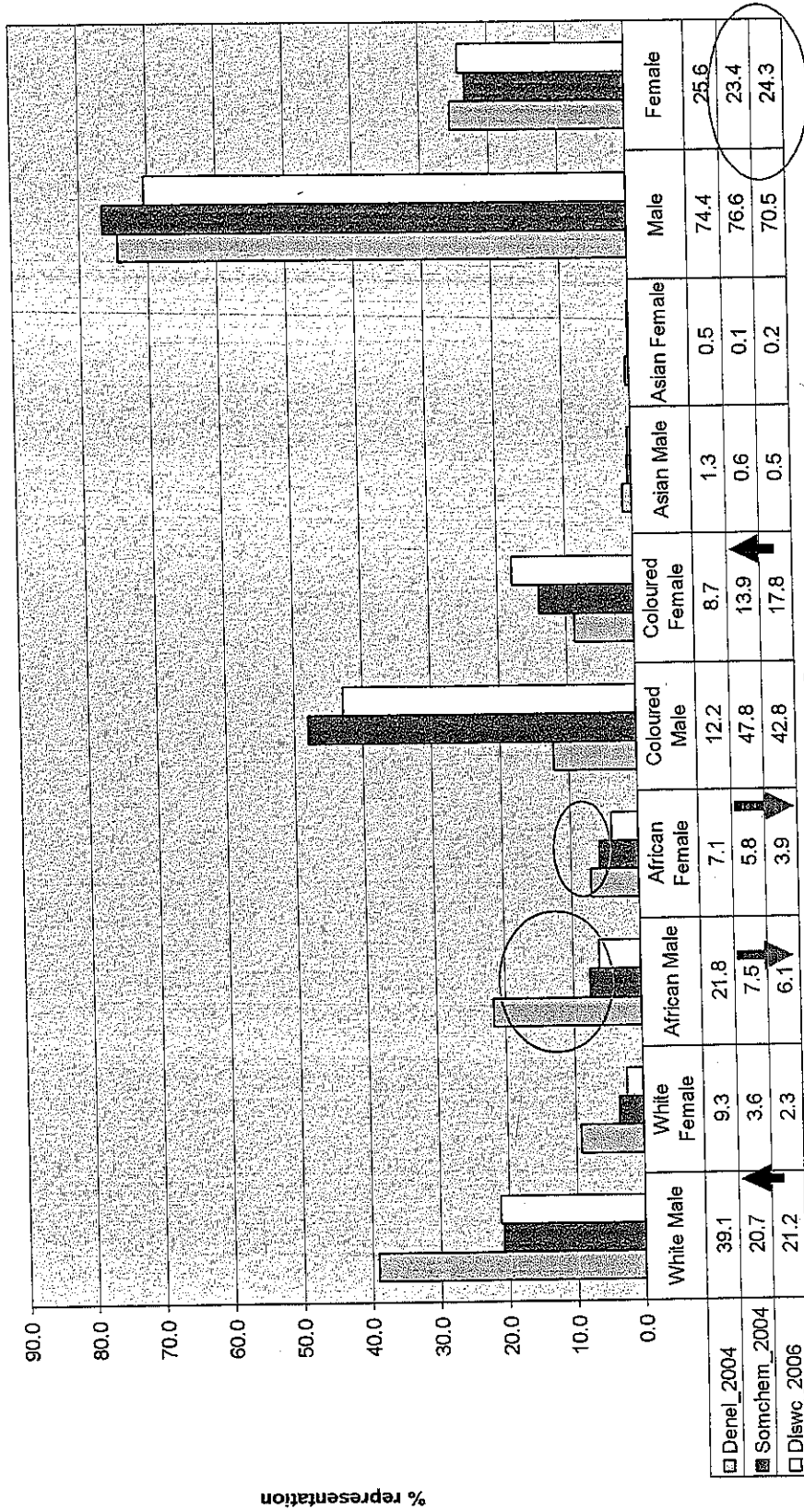
Groupings

Level 01
 Level 02
 Level 03
 Level 04
 Level 05
 Level 06
 Level 07
 Level 08

AGE PROFILE IN 2007



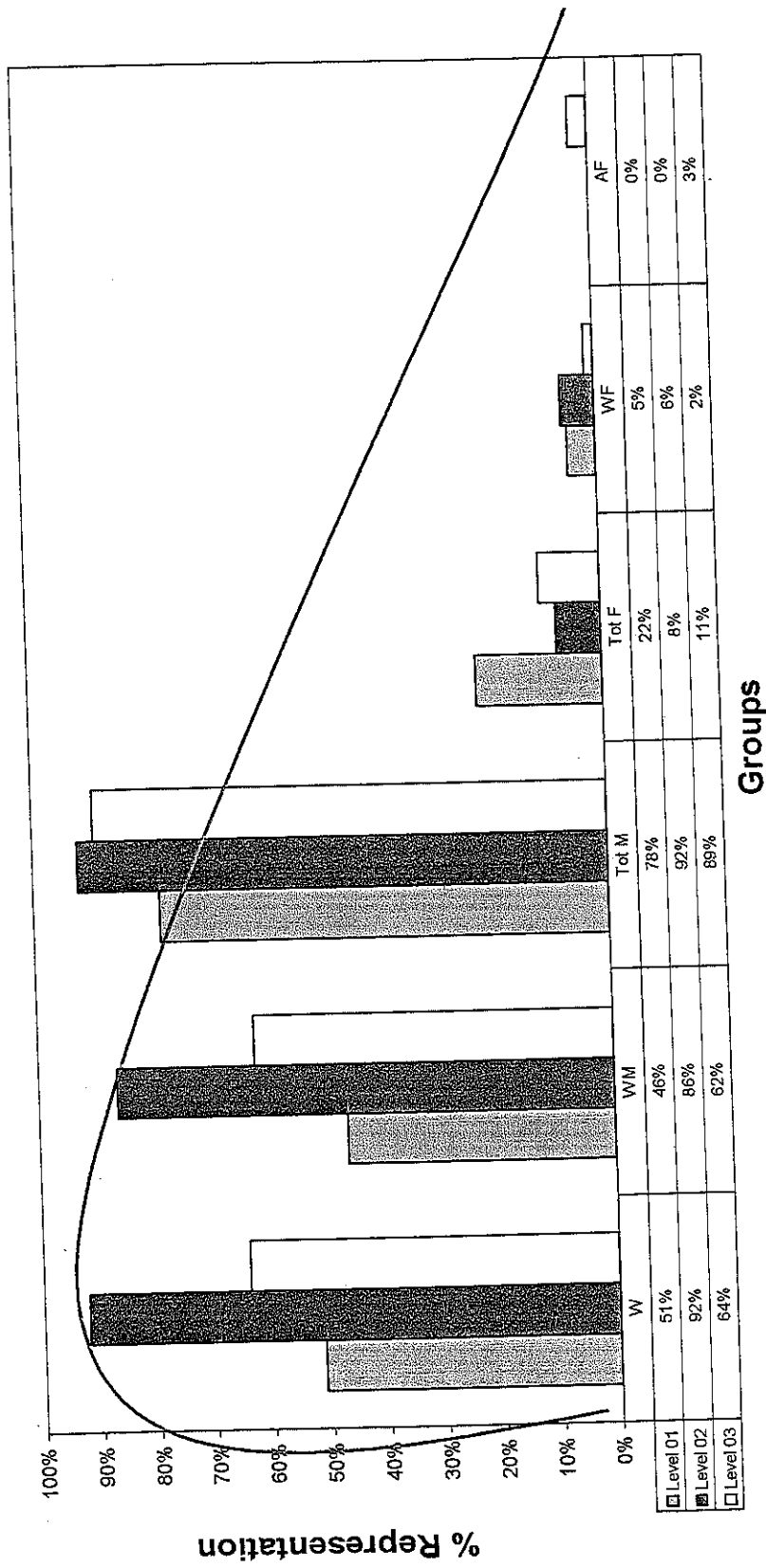
Race representation_ July 2004 vs Oct 2006



% representation

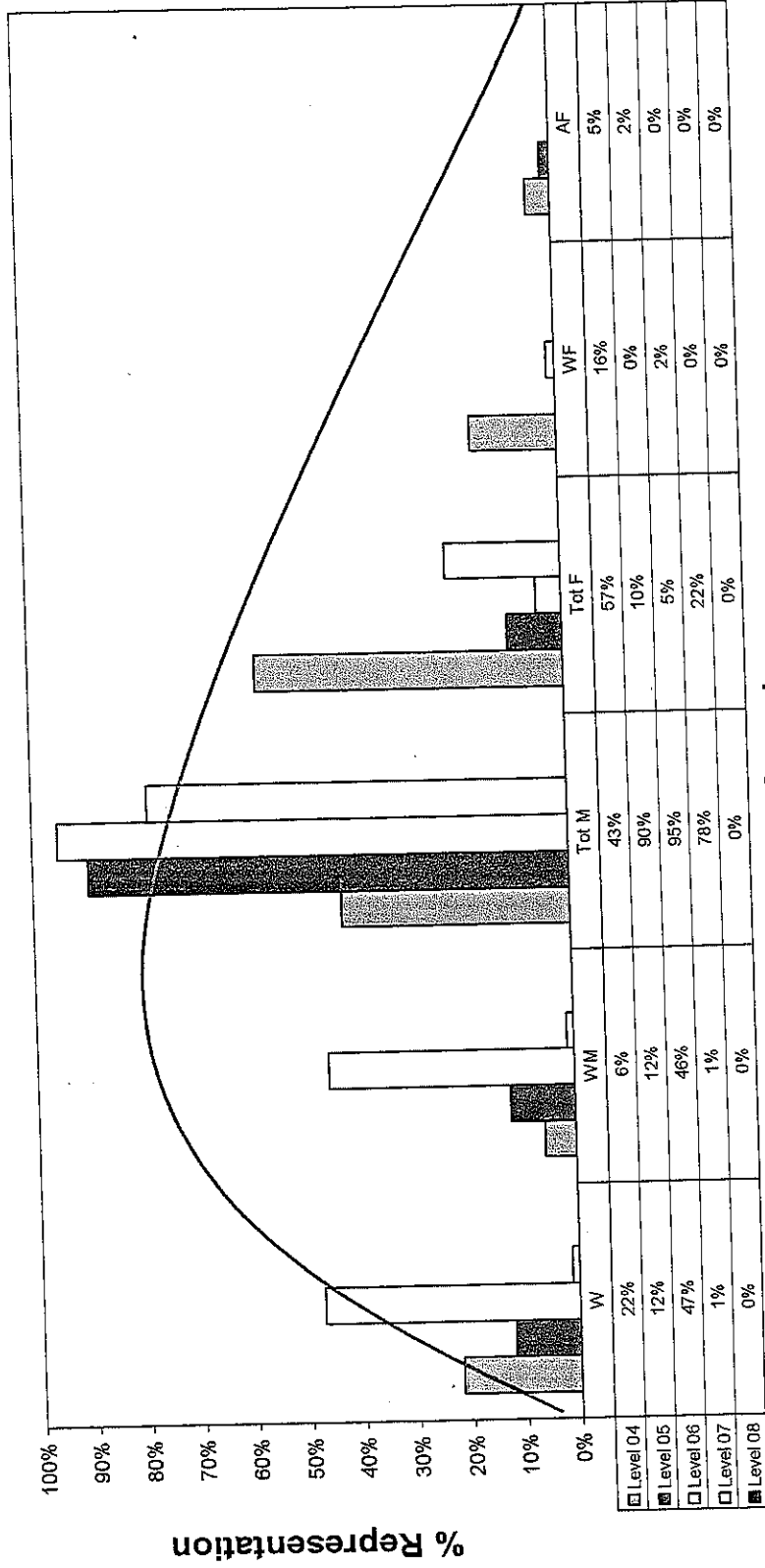
Race

Level 1 - Level 3 Representation



Legend: Level 01 (Dark Grey) | Level 02 (Medium Grey) | Level 03 (Light Grey)

Level 4 - Level 8 Representation



Groupings

Level 04
 Level 05
 Level 06
 Level 07
 Level 08

1. The Company has a bad record in dealing with people with disability.

DISCRIMINATORY ACTIONS		FACTS	OPTIONS FOR NORMAL EMPLOYEES
1.0	The company management refuses to provide the tools that will bring the ability of the disabled to the same level as everybody.	<ul style="list-style-type: none"> - The management refused to provide a Automatic transmission car on pool transport, - The management could not provide shoes that support calipers, even though an Employee have paid 20kR to buy the caliper, - The management insists the particular employee should climb stairs like all employee without looking at doctors' opinion on the matter. - Applications for support resources that are equivalent to people with normal abilities are continuously refused. - Walking long distances, wearing non compatible safety shoes, climbing stairs are all disabling to strengths of individuals with Disabilities - In one instance an employee have applied 4 x for one post and have been told he does not have experience. 	<ul style="list-style-type: none"> • There are manual cars in pools vehicles systems employees use to do their duties. • The employees are paid for to go for motorcycle and car licenses (under Development structures). • The Company Policy states that injuries in line of duty should be reported and investigated. • The employees with similar qualifications (NQF Level) and experience have been promoted in the same line. In some instances have been trained (not directed) by the incumbent originally refused the post.
2.0	Injuries (according to Law), resulting from strenuous situations like above situations are not included on the Company Injuries Reports.		
3.0	The company does not provide promotion opportunities for Disabled.		
<p>In the survey conducted by an independent consultant, an index of 57% was achieved by Denel Land Systems Western Cape, on Management of Diversity : Disability, but when the Consultant was asked if that figure was representing the truth they agreed it might not be a reflection because none of the disabled employees within the company were actually interviewed. The conclusions are based only on overall response by all employees.</p>			

Sifiso Masuku
 Senior Quality Assurance Officer
 Denel Land Systems Western Cape

Contact Details
 021 850 2942 (Work)
 021 850 3044 (Fax) 078 698 4068 (cell)

[35]

DAER MR PAT JAYIYA!

MY NAME IS MRS LERATO SIXHAXA A 26 YEARS OLD SINGLE PARENTING WOMAN. I'M A MILLWRIGHT ARTISAN BY QUALIFICATION AND I HAVE BEEN WORKING FOR TRANSWERK'S SALT RIVER PLANT IN THE WESTERN CAPE SINCE NOVEMBER 2004 TODATE. I AM ORIGINALLY FROM BOTSHABELO IN THE FREE STATE AND I DID MY TRAINING IN BLOEMFONTEIN.

IN JULY 2005 I WAS SEXUALLY HARRASSED BY ONE OF MY WHIITE MALE COLLEQUES, AND I ASKED MY SUPERVISOR FOR A GREVIENCE FORM TO MAKE A FORMAL COMPLAIN TO MANAGEMENT, BUT MY WHITE SUPERVISOR REFUSED TO GIVE ME THAT FORM AND TOLD ME THAT HE'LL MEET WITH THE MAN THAT I'M COMPLAINING OF AND THERE AFTER HE'LL SEE THE MANAGER FOR ADVISES ON WHAT TO DO, AFTER HIS CONSULTATIONS I WAS CHARGED FOR ASSULT AND A HEARING WAS HELD FOR THAT, AND AS FOR MY COLLEQUE, HE WENT SPOTLESS BECAUSE I WAS NEVER ALLOWED TO LAY A FORMAL CHARGE AGAINST HIM.

EVER SINCE THAT COMPLAIN, I HAVE BEEN VICTIMISED BY MY SUPRVISOR AND MY BUSINESS MANAGER ON CONTINUOUS BASIS. IMMEDIATE AFTER THAT CASE MY RESPONSIBILITIES WERE REDUCED TO ALMOST NOTHING. MY RESPONSIBILITIES OF REPAIRING PNEUMATIC TOOLS WERE TAKEN AWAY FROM ME AND BE GIVEN TO A WHITE TRADEHAND EMPLOYEE WITHOUT ME BEING INFORMED OR CONSULTED. I WAS THEN REDUCED TO A MERE PAINTER. I WAS GEVIN ORDERS TO PAINT THE WALKWAYS, PARKING SLOT, GATES AND PUT GATES NUMBERS AND SIGNS, WHICH IS USELESS EXPERIENCE FOR ME AS A QUALIFIED MILLWRIGHT.

AS IF THE SILENT DEMOTION IS NOT ENOUGH, MY SUPERVISOR STARTED SENDING ME ALONE TO THIS KIND OF WORK ASSINGMENTS EVEN TO WELL KNOWN DENERGIOUS AREAS WHIERE SOME MALE COLLEQUES HAVE BEEN ROBBED BY STRANGERS. THE PROBLEM HERE IS THAT IN ALL TRANSWERKS DEPOTS ALL OVER THE COUNTRY EVERY ARTISAN HAS A PERSON ASSISSTING HIM/HER CALLED A PROCESS WORKER, BUT HERE IN SALT RIVER ONLY WHITE ARTISAN ARE GIVEN 2 TO 4 ASSISSTANTS AT ONCE TO HELP THEM TO FINISH THEIR JOB FASTER THAN WHIAT IS EXPECTED WHICH WILL IN RETURN APPEAR AS IF THEY MORE RELIABLE THAN ANYBODY ELSE. I AM A BLACK WOMAN AND THE ONLY WOMAN IN THE CENTER OF THIS TRADE BUT I HAVE NEVER RECEIVED ANY SUPPORT FROM MY SUPERVISOR.

I AM A SINGLE PARENT TO A DAUGHTER AS MY HUSBAND IS WORKING IN BLOEMFONTEIN AND MY PARENTS ARE LIVING IN BOTSHABELO AND I HAVE INFORMED MY SUPERVISOR, MANANGER, HR PERSONNEL AND THE DOCTOR DISCOVERED THIS WHILE I VISITED HIM AND HE WROTE A RECOMANDATION LETTER FOR ME TO BE TRANSFERED TO BLOEMFONTEIN.

ONE DAY MY KID WAS SICK AND I HAD TO SEND HER TO A DOCTOR I SEND A MESSAGE TO THE SUPERVISOR VIA A COLLEQUE BUT WHEN I GOT TO WORK WITH MEDICAL CERTIFICATE AS PROOF, THE SUPERVISOR TOLD ME THAT HE WON'T GIVE ME ANY FAMILY RESPONSIBILITY LEAVE. I OFTEN RECEIVE PHONE CALL FROM THE CRECH IF MAYBE MY DAUGHTER IS SICK BUT I GET CHARGED IF I LEAVE IN ATTANDANCE TO THIS EMEGENCIES.

ONE DAY THE SUPERVISOR LEAVED THE WORKING AREA EARLY BECAUSE HE WAS AWEARE THAT I HAVE WENT TO THE ADMINISTRATION BLOCK TO COLLECT DOCUMENTS SEND TO ME VIA FAX. HE MADE EVERYBODY TO SIGNOUT AT 15:19 WHICH IS 11 MUNEITS BEFORE KNOCKOFF TIME. THE FOLLOWING DAY I WAS CHARGED FOR LEAVING EARLY AND A HEARING WAS CONDUCTED FOR THAT. I HAD WITNESSES WHO SUPPORTED THAT I WAS STILL IN COMPANY PREMISES AT THE TIME IS ALLAGED THAT I HAVE ABSCONDET WORK.

IN JUNE 2007 I WAS IN BLOEMFONTEIN FOR A WEEKEND AND I GOT SICK WHILE I WAS STILL THERE AND A DOCTER GAVE ME 5 DAYS SICK LEAVE. I FAXED THE SICK NOTE TO THE SUPERVISOR WITHIN 72 HOURS AS PER COMPANY POLICY, BUT WHEN I GOT TO WORK MY SUPERVISOR TOLD ME HE IS NOT GOING TO ACCEPT MY SICK NOTE AND HE CHARGED ME FOR AWOL. A HEARING WAS ARRANGED TO DECIPLINE ME IN THAT REGARD.

THIS ACTION HAPPENED AFTER MY SUPERVISOR TOLD ME THAT MY MANANGER TOLD HIM TO WRITE DOWN IN PAPER EVERYTHING WRONG/ MISTAKE I MAKE DOWN.

WHEN I AM GIVEN ARTISAN WORK, ANYBODY WHO HELPS ME GET REPORTED TO THEIR MANAGERS BY MY SUPERVISOR AND MANAGER. WHAT HAS ACTUALLY BEING DRAWEN BY MY SUPERVISOR FOR ME IS THAT THEY ARE VERY DETERMINED TO CREATE A BAD RECORD FOR ME AT WORK SO THAT I CAN NOT GET ANY PROMOTIONAL OPPORTUNITIES.

AS A RESULT OF THIS VICTIMASATION, SABOTAGE AND ABUSE I HAVE SEND MY BABY BACK TO BLOEM TO LEAVE WITH HER DAD.

I AM AVAILABLE ANYTIME CONVINIET TO YOU..

CONTACT DETAILS

0822602688 / 0832384571

I UNDERSTOOD THAT WE CAN WRITE IN ANY OFFICIAL LANGUAGE AND I CHOOSE ENGLISH EVEN THOUGH I KNOW THAT I AM MORE CONFORTABLE IN SESOTHO. I HOPE TO HEARE FROM YOU SOON.