



JOZINI MUNICIPALITY

HUMAN RESOURCES: POLICIES MANUAL

2022/2023



JOZINI MUNICIPALITY
(KZ 272)

Private Bag X028, Jozini, 3969

Circle Street, Bottom Town, Jozini

Tel: (035) 572 1292 Email municipalmanager@jozini.gov.za Fax: (035) 5721423

ACKNOWLEDGEMENT OF UNDERSTANDING

This Human Resources Policy Manual is the property of the Municipality. If an employee leaves the employment of Municipality, he/she must return this Human Resources Policy Manual to Human Resources Department on his / her last day of work.

Information contained in this Human Resources Policy Manual is to be used as a general reference. Human Resource Policy may be changed by the Council. This manual does not provide contractual rights and is not intended to convey a guarantee of continued employment, or any term, privilege, or condition of employment.

One of the most important conditions of service is to maintain in strict confidence any information regarding the Municipality's affairs acquired during the employee's employment. When the employee signs this "Acknowledgement of Understanding", the employee agrees to adhere to this policy of confidentiality both during and following their employment with the Municipality.

To acknowledge that the employee has reviewed and understood all of this material, they must please sign and date this page and return it to Human Resources within ten (10) days of receipt of this manual.

Municipal Manager

.....

I acknowledge that I have read and that I understand the material contained in the Human Resources Policy Manual.

.....

Print Name

.....

Signature

.....

Date

TABLE OF CONTENT

Contents

TABLE OF CONTENT	3
1 ACTING ALLOWANCE POLICY	18
1.1 PREAMBLE	18
1.2 PURPOSE	18
1.3 SCOPE	18
1.4 DEFINITIONS.....	18
1.5 ACTING ALLOWANCE PRINCIPLES	19
1.6 MUNICIPAL MANAGER.....	19
1.7 MANAGERS REPORTING TO THE MUNICIPAL MANAGER	20
1.8 OTHER PERMANENT EMPLOYEES ACTING	20
1.9 REQUIRED SKILLS AND EXPERIENCE.....	Error! Bookmark not defined.
1.10 TERMINATION OF ACTING POST	21
1.11 ANNEXURE A	21
1.11.1 ACTING ALLOWANCE AGREEMENT	21
2. BURSARY POLICY	22
2.1 PREAMBLE	22
2.2 PURPOSES	22
3.1 SCOPES	22
4.1 DEFINITIONS.....	22
5.1 LEGAL FRAMEWORK	23
6.1 CONDITIONS.....	28
7.1 COSTS	28
8.1 ATTENDANCES OF LECTURES / TUTORIALS / GRADUATION	29
9.1 STUDIES AND EXAMINATION LEAVE	29
10.1 BURSARY MANAGEMENT / COMMITTEE	29
10.1 DUTIES OF BURSARY COMMITTEE	30
11.1 REVIEW OF POLICY	30
12.1 ANNEXURES.....	30
ANNEXURE A.....	30
A.1BURSARY APPLICATION FORM FOR COUNCILLORS AND PERMANENT EMPLOYEES.....	30
ANNEXURE B	32
B.1 ACKNOWLEDGEMENT OF LIABILITY FORM.....	32
3. CAR ALLOWANCE POLICY	33

2.1 PREAMBLE.....	33
2.2 PURPOSE	33
2.3 SCOPE	34
2.4 DEFINITIONS.....	34
2.5 ALLOCATIONS OF CAR ALLOWANCE	34
2.6 CONDITIONS OF CAR ALLOWANCE	35
2.7 ANNEXURE A	35
2.7.1 LOGBOOK	35
3. CODE OF CONDUCT FOR JOZINI MUNICIPAL STAFF MEMBERS	36
1. Definitions.....	36
2. General Conduct	36
3. Commitment to serving the public interest.....	36
4. Personal gain.—(.....	37
5. Disclosure of benefits.....	38
5A. Declaration of interests	38
6. Unauthorized disclosure of information	38
7. Undue influence	38
8. Rewards, gifts and favours.—	39
9. Council property.—	39
10. Payment of arrears.—	39
11. Participation in elections.....	39
12. Sexual harassment	39
13. Reporting duty of staff members.....	39
14. Breaches of Code	39
15. Disciplinary steps	39
4. COMMUNITY FINANCIAL ASSISTANCE POLICY	40
4.1 PREAMBLE.....	40
4.2 PURPOSES	40
4.3 SCOPES	40
4.4 DEFINITIONS.....	40
4.5 CONDITIONS.....	41
4.6 COSTS	41
4.7 FINANCIAL ASSISTANCE MANAGEMENT / COMMITTEE	41
4.8 DUTIES OF FINANCIAL ASSISTANCE COMMITTEE	42
4.9 ANNEXURES.....	42

4.9.1 FINANCIAL ASSISTANCE APPLICATION FORM	42
4.9.2 ANNEXURE B	48
FINANCIAL ASSISTANCE ADVERT.....	48
5. DESERTION & ABSCONDMENT POLICY	49
5.1 PREAMBLE.....	49
5.2 SCOPES.....	49
5.3 PURPOSES	49
5.4 DEFINITIONS.....	50
5.5 GOVERNING PRINCIPLES.....	50
5.6. PROCEDURE	50
5.7 IMPRISONMENTS.....	52
5.8 ANNEXURE A	52
5.8.1 DESERTION FORM	52
5.9 ANNEXURE B	53
5.9.1 LETTER.....	53
5.10 ANNEXURE C	54
5.10.1 NOTICE OF INTENTION TO TERMINATE SERVICES	54
5.11 ANNEXURE D	54
5.11.1 TERMINATION OF SERVICE LETTER.....	54
6. DISCIPLINARY HEARING POLICY	55
7 DRESS CODE POLICY	68
7.1 PREAMBLE.....	68
7. 2 PURPOSE	68
7.3 SCOPES.....	68
7. 4 DEFINITIONS.....	68
7.5 GUIDELINES FOR DRESS CODE	68
7.5.2 Females:-	68
7.5.3 Males:.....	69
7.6 Protective clothing.....	69
7.7 INTERNAL/EXTERNAL COURSES /WORKSHOPS/CONFERENCES/ SEMINARS/EXECUTIVE COMMITTEE AND COUNCIL MEETINGS	69
7.8 BUSINESS LUNCHE/COCKTAILS/DINNERS	69
7.9 CASUAL DAYS	69
7.10 SPORTS DAY	69
7.11 THE FOLLOWING CLOTHING IS REGARDED AS INAPPROPRIATE IN THE WORKPLACE:	70
7.12. ROLES AND RESPONSIBILITIES.....	70

8. EMPLOYEE ASSISTANCE PROGRAMME POLICY	71
8.1 PURPOSE	71
8.2 SCOPE	71
8.3. RESPONSIBILITY FOR IMPLEMENTATION	Error! Bookmark not defined.
8.4 IMPLEMENTATION OF THE EAP	71
8.5 COUNSELLING SERVICES	72
8.5.1 Utilisation of EAP.....	72
8.5.2 Costs Management.	72
8.5.3 Employee’s Liability for Costs of Treatment	73
8.5.4 Treatment for Substance Abuse	73
8.5.5 Employer’s Contribution to the Promotion of Employee Wellness.....	73
8.5.6. Allocation of Leave or Sick Leave	74
8.5.7 HIV/Aids Testing.....	74
8.5.8 Disciplinary Procedure	74
8.5.9 EAP Coordinator	75
8.5.10 Confidentiality.....	75
8.5.11 Misuse and Abuse of this Policy.....	75
8.5.12 Financial Implications.....	76
8.5.13 Data Collection.....	76
9. EMPLOYMENT EQUITY POLICY	77
9.1 PREAMBLE.....	77
9.2 PURPOSES	77
9.3 SCOPES	77
9.4. DEFINITIONS.....	77
9.5. LEGAL FRAMEWORK	79
9.6. FUNDAMENTAL PRINCIPLES.....	79
9.7. CONSULTATION AND COMMUNICATION	80
9.8. MONITORING AND EVALUATION.....	80
10 EDUCATION / TRAINING FINANCIAL ASSISTANCE POLICY	Error! Bookmark not defined.
10.1 PREAMBLE.....	Error! Bookmark not defined.
10.2. PURPOSES	Error! Bookmark not defined.
10.3. SCOPES.....	Error! Bookmark not defined.
10.4. DEFINITIONS.....	Error! Bookmark not defined.
10.5. LEGAL FRAMEWORK	Error! Bookmark not defined.
10.6. GENERAL POLICY PROVISION	Error! Bookmark not defined.

10.7 EDUCATION, TRAINING AND DEVELOPMENT STRATEGIES.....	Error! Bookmark not defined.
10.8 LEARNERSHIPS AND SKILLS DEVELOPMENT PROGRAMMES	Error! Bookmark not defined.
10.9 Learnership Programme Criteria.....	Error! Bookmark not defined.
10.10 CAREER PATHS	Error! Bookmark not defined.
10.11 ASSESSMENT AND QUALITY ASSURANCE	Error! Bookmark not defined.
10.12 RECOGNITION OF PRIOR LEARNING (RPL)	Error! Bookmark not defined.
10.13 STAKEHOLDERS: ROLES AND RESPONSIBILITIES	Error! Bookmark not defined.
10.14 LINE MANAGERS	Error! Bookmark not defined.
10.15. EMPLOYEES	Error! Bookmark not defined.
10.16 LABOUR	Error! Bookmark not defined.
10.17 HUMAN RESOURCES DEPARTMENT	Error! Bookmark not defined.
10.18 TRAINING AND DEVELOPMENT DIVISION.....	Error! Bookmark not defined.
10.19 MUNICIPAL TRAINING COMMITTEE	Error! Bookmark not defined.
10.20 EXTERNAL EDUCATION, TRAINING AND DEVELOPMENT PROVIDERS.....	Error! Bookmark not defined.
defined.	
10.21 SKILLS DEVELOPMENT FACILITATOR.....	Error! Bookmark not defined.
10.22 RIGHTS AND OBLIGATIONS	Error! Bookmark not defined.
10.22.1 COUNCIL.....	Error! Bookmark not defined.
10.22.2 EMPLOYEES	Error! Bookmark not defined.
10.22.3 LABOUR	Error! Bookmark not defined.
10.23 DISPUTE RESOLUTION MECHANISMS	Error! Bookmark not defined.
10.23.1 COMMITTEE STRUCTURES AND LEARNING RESOURCES	Error! Bookmark not defined.
10.23.1.1 COMMITTEE STRUCTURES	Error! Bookmark not defined.
10.23.1.2 LEARNING CENTRES	Error! Bookmark not defined.
10.23.1.3 TRAINING MATERIAL AND LICENSING	Error! Bookmark not defined.
10.23.1.4 HUMAN RESOURCE	Error! Bookmark not defined.
10.23.1.5 FINANCIAL RESOURCES	Error! Bookmark not defined.
11. EXIT MANAGEMENT POLICY	81
11.1 PREAMBLE.....	81
11.2 POLICY PURPOSES	81
11.2. POLICY SCOPE.....	82
11.3. DEFINITIONS.....	82
11.4. LEGISLATIVE FRAMEWORK	82
11.5. GENERAL PROVISIONS	82
11.5.1 RESIGNATION NOTIFICATION	83

11.5.2 HR MANAGEMENT	83
11.5.3 RESIGNATION CLEARANCE FORMS	83
11.5.4 NOTIFICATION TO FINANCE	83
11.5.5 NOTIFICATION TO INFORMATION TECHNOLOGY	83
11.5.6 NETWORK AND HARD DRIVE FILES	83
11.5.7 SECURITY AND ACCESS.....	84
11.5.8 OFFICIAL VEHICLE.....	84
11.5.9 NOTIFICATION TO SUPERVISOR	84
11.5.10 RECONCILE LEAVE REGISTER.....	84
11.5.11 DELEGATIONS SIGNATURE AUTHORISATIONS.....	84
11.5.12 OTHER DEPARTMENTAL RESOURCES.....	84
11.5.13 OFFICE AND HOME OFFICE EQUIPMENT	85
11.5.14 FINAL SALARY CALCULATIONS	85
11.5.15 EXIT INTERVIEW	85
11.5.16 EXIT REPORT / INTERVIEW	Error! Bookmark not defined.
11.5.17 ONGOING OBLIGATION.....	85
11.5.18 EMPLOYEE CLEARANCE CHECKLIST.....	85
12 GRIEVANCE POLICY	86
12.1 PREAMBLE.....	86
12.2 PURPOSES	86
12.3. PROCEDURE	87
12.3.1STEP ONE: IMMEDIATE SUPERIOR.....	87
12.3.2 STEP TWO: HEAD OF DEPARTMENT	87
12.3.3STEP THREE: MUNICIPAL MANAGER	87
ANNEXURE A.....	88
12.4 GRIEVANCE FORM "1"	88
13. HOME OWNERS ALLOWANCE POLICY	92
13.1: PREAMBLE.....	92
13.2. PURPOSES	92
13.3. SCOPES.....	92
13.4. DEFINITIONS.....	92
13.5. LEGAL FRAMEWORKS.....	93
13.6. CONDITIONS OF HOME OWNERS ALLOWANCE.....	93
13.6.2 Exclusion:	93
13.6.3Value of the Housing Allowance:.....	93

13.7 NEW HOUSING DISPENSATION	93
13.8 GENERAL MEASURES	94
13.9 ANNEXURE	94
13.9.1 APPLICATION FORM FOR HOME OWNER’S ALLOWANCE.....	94
14 HOURS OF WORK.....	96
14. 1 PREAMBLE	96
14.2 PURPOSE	96
14. 3 SCOPE	96
14.4 DEFINITION	96
14.5: LEGAL FRAMEWORK	96
14.6 HOURS OF WORK PRINCIPLES.....	97
14.7 EMPLOYEE HOURS OF WORK.....	97
14.7.1 ADMINISTRATIVE EMPLOYEES	97
14.7.2 NIGHT SHIFT EMPLOYEES.....	97
15. INDUCTION POLICY	98
15.1 PREAMBLE.....	98
15.2 PURPOSES	98
15.3 SCOPES	98
15.4 DEFINITIONS.....	98
15.5 LEGAL FRAMEWORKS.....	98
15.6 PROCEDURES.....	99
15.6.1 BEFORE THE EMPLOYEE STARTS EMPLOYMENT.....	99
15.6.2 DURING THE INDUCTION	99
15.7 ACTIONS CHECKLIST	99
16. INJURY ON DUTY POLICY	101
16.1 PREAMBLE.....	101
16.2 PURPOSES AND OBJECTIVES	101
16.3 SCOPES	101
16.4 DEFINITIONS.....	102
16.5 LEGAL FRAMEWORK	102
16.6 PROCEDURE	102
16.7 ROLES & RESPOBILITIES	103
16.7.1 The Supervisor should do the following:	103
16.7.3 Employee Wellness Officer should do the following:	103
16.7.4 The employee should do the following:	103

16.8 ADDITIONAL REQUIREMENTS	103
16.9 COMPENSATION FOR OCCUPATIONAL INJURIES OR DISEASES	103
16.10 ANNEXURES A	104
16.10.1 1INCIDENT REPORTING FORM	104
17. IN-SERVICE / INTERNS / EXPERIENTIAL LEARNING POLICY	106
17.1PREAMBLE.....	106
17.3 DEFINITIONS.....	106
17.4 POLICY OBJECTIVES	106
17.5 APPLICATION OF THE POLICY	107
17.6 GUIDING PRINCIPLES.....	107
17.7 CRITERIA AND SELECTION OF INTERNS/ INSERVE / EXPERIENTIAL LEARNERS	108
17.8 ROLES AND RESPONSIBILITIES	109
17.8.1 SKILLS DEVELOPMENT FACILITATOR (SDF)	109
17.8.2 LINE MANAGERS	109
17.8.3 MENTORS	109
17.8.4 INTERNS	110
17.8.5 HUMAN RESOURCE SECTION / SDF	110
18 LEAVE POLICY	111
18.1 PREAMBLE.....	111
18.2 PURPOSES	111
18.3 SCOPES	111
18.4 DEFINITIONS.....	111
18.5 LEGA FRAMEWORKS	111
18.6 TYPES OF LEAVE	111
18.6.1 ANNUAL LEAVE	111
18.6.2 SICK LEAVE	112
18.6.3 MATERNITY LEAVE	112
18.6.4 FAMILY RESPONSIBILITY LEAVE.....	114
18.6.5 STUDY / EXAMINATION LEAVE.....	114
18.6.6 ADOPTION / SURROGACY LEAVE	114
18.6.7 SPECIAL LEAVE	115
18.6.9 APPLICATION FOR LEAVE PROCEDURE	115
18.6.10 ANNEXURES A	115
18.6.10.1 LEAVE APPLICATION REGISTER	115
19 LONG SERVICE POLICY	118

19.1 PREAMBLE.....	118
19.2 PURPOSE	118
19.3 SCOPE.....	118
19.4 DEFINITION	118
19.5 LEGAL FRAMEWORK	118
19.6 LONG SERVICE AWARD PRINCIPLES.....	118
20 MIGRATION AND PLACEMENT POLICY	120
20.1 PREAMBLE.....	120
20.2 PURPOSES	120
20.3 SCOPES.....	120
20.4 DEFINITIONS.....	120
20.5 LEGAL FRAMEWORK	121
20.6. FOUNDING PRINCIPLES.....	121
20.7 MIGRATION AND PLACEMENT PROCEDURES.....	122
20.8 FUNCTIONS OF THE PLACEMENT COMMITTEE.....	122
20.9 APPEAL COMMITTEE.....	123
20.10 FUNCTIONS OF THE APPEAL COMMITTEE	123
20.11 CRITERIA FOR APPOINTMENT	123
20.12 GUIDELINES.....	124
21 OCCUPATIONAL HEALTH AND SAFETY POLICY	124
21.1 PREAMBLE.....	124
21.2 PURPOSES	124
21.3 SCOPES.....	125
21.4 DEFINITIONS.....	125
21.5 LEGAL FRAMEWORK	126
21.6 REGULATIONS	126
21.6.2.1 Premises and Housekeeping.....	127
21.6.2.2 Mechanical, Electrical and Personal Safeguarding.....	127
21.2.4 Fire Protection and Prevention.....	127
21.6.2.4 Incident (Accident) Recording and Investigation.....	127
21.6.2.5 Safety Organization.....	127
21.7 IMPLEMENTATION.....	128
21.8 PROTECTIVE CLOTHING.....	128
21.9 CONTRACTORS.....	128
21.10 WAIVING OF THE POLICY AND IMPLEMENTATION PROVISION.....	129

21.11 HEALTH AND SAFETY PROCEDURES.....	129
21.11.1 Workplace Safety Rules	129
21.11.2 Accident reporting.	129
21.12 Specific safety rules and guidelines.	129
21.11.13 HELP TO PREVENT ACCIDENTS.....	130
21.11.14 SAFETY CHECKLIST.	130
21.11.15 Safety equipment.....	131
21.11.16 Safety shoes.	131
21.11.17 Safety glasses.	131
21.11.18 Seat belts.....	132
21.11.19 Good housekeeping.	132
22 OVERTIME POLICY	132
22.1 PREAMBLE.....	132
22.2 PURPOSE	132
22.3 SCOPE.....	132
22.4 DEFINITION	133
22.5 LEGAL FRAMEWORK	133
22.6 OVERTIME PRINCIPLES.....	133
22.7 CALCULATIONS OF OVERTIME	134
23. PAUPER BURIAL POLICY	134
23.1 PREAMBLE.....	134
23.2 DEFINITIONS.....	134
23.3 PAUPER BURIAL PRINCIPLES	134
23.4 ROLES AND RESPONSIBILITES	136
24 PERFORMANCE MANAGEMENT POLICY.....	137
24.1 PREAMBLE.....	137
24.2 PURPOSES	137
24.3 SCOPES.....	137
24.4 PERFORMANCE MANAGEMENT CYCLE.....	137
24.4.2 There are four questions one needs to ask:	138
24.4.3 The following table details the timing and activities required for each of the key phases in the performance management cycle.....	138
24.4.4 The manager’s roles in performance management include the following:.....	140
24.4.5 The employee’s roles in performance management include the following:.....	141
24.6 WEIGHTING AND SCORING PERFORMANCE.....	141

24.7 RATING	141
24.8 CORE COMPETENCIES	142
24.9 THE LINK TO REWARD	142
PROPOSED TABLE LINK TO REWARD.....	142
24.10 THE LINK TO TRAINING AND DEVELOPMENT	143
24.11 THE APPEAL PROCEDURE	143
24.12 MANAGING POOR PERFORMANCE	143
STEPS IN MANAGING POOR WORK PERFORMANCE.....	143
24.12.1.1 Step 1 Awareness.....	143
24.12.1.2 Step 2 First Poor Work Performance Meeting.....	144
24.12.1.3 Step 3 Remedial Actions for Poor Work Performance	145
24.12.1.3.1 Agreeing or determining remedial measures:	145
24.12.1.4 Step4 Monitoring	145
24.12.1.5 Step 5 Final Poor Work Performance Meeting	146
24.12.1.7 Step 6 Dismissal Hearing.....	146
24.13 ANNEXURE	148
24.13.1 INDIVIDUAL PERFORMANCE AGREEMENT	148
24.13.2 QUARTERLY PERFORMANCE REPORTING TEMPLATE	148
25 PROBATION POLICY	150
25.1 PREAMBLE.....	150
25.2 PURPOSE	150
25.3 SCOPE.....	150
25.4 DEFINITION	150
25.5 LEGAL FRAMEWORK	150
25.6 PROBATION PRINCIPLES.....	150
26 PROMOTION POLICY	151
26.1 PREAMBLE.....	151
26.2 PURPOSES	151
26.3 SCOPES.....	151
26.5 REQUIREMENTS FOR PROMOTION.....	151
26.6 PROCEDURE	152
26.7 ANNEXURES.....	152
A.1 PROMOTION LETTER.....	152
27 RECRUITMENT AND SELECTION POLICY	154
27.1 PREAMBLE.....	154

27.2 PURPOSES	154
27.3 SCOPES	154
27.4 DEFINITIONS.....	154
27.5 LEGAL FRAMEWORKS.....	156
27.6 FOUNDING PRINCIPLES	156
27.7 PROCEDURES.....	156
27.7.1 Vacancy Arises.....	157
27.7.2 The Need	157
27.7.3 Employment Requisition Form	157
27.7.4 Job Specification	157
27.7.5 Advertisement.....	157
27.7.6.1 Internal Advertisement.....	158
27.7.6.2 External Advertisement	158
27.7.7 Profiling of Candidate and Compiling the Short Lists	158
27.7.8 Interviews.....	159
27.7.9 Selections and Assessment Methodology	160
27.7.10 Scoring and Rating Procedure.....	161
27.7.11 Reference and Background Checks.....	161
27.7.12 Feedback to Candidates	161
27.7.13 Offer Letters / Appointment Letters.....	162
27.7.14 Regrets	162
27.7.15 Disputes	162
27.7.16 Documents.....	162
26.8 ANNEXURES.....	163
ANNEXURE A	163
A.1 EMPLOYMENT REQUISITION FORM.....	163
ANNEXURE B	165
B.1 JOB ADVERTISEMENT	165
ANNEXURE C	166
C.1 MASHER LIST A & B	166
ANNEXURE D	167
D.1 DECLARATION OF SECRECY AND CONFIDENTIALITY	167
ANNEXURE E	168
E.1 RECOMMENDATION OF THE SHORTLISTED CANDIDATES	168
ANNEXURE F.....	169

F.1 Confirmation of Recommendations for Appointment made by Members of the Interview Panel.....	169
ANNEXURE H.....	170
H.1 INTERVIEW FINAL SCORE SHEET.....	170
ANNEXURE I.....	171
I.1 BACKGROUND CHECK FORM.....	171
ANNEXURE J.....	172
J.1 REGRET LETTER.....	172
28 RELOCATION POLICY.....	173
28.1 PREAMBLE.....	173
28.2 PURPOSE.....	173
28.3 SCOPE.....	173
28.4 DEFINITION.....	174
28.5 LEGAL FRAMEWORK.....	174
28.6 Qualifying Conditions.....	174
28.7 Removal and storage of personal and household effects.....	174
28.8 Travel.....	175
28.9 Interim accommodation.....	175
29 REMUNERATION POLICY.....	175
29.1 PREAMBLE.....	175
29.2 PURPOSE.....	175
29.3 SCOPE.....	176
29.4 DEFINITION.....	176
29.5 LEGAL FRAMEWORK.....	176
29.6 GRADING AND SALARY SCALE.....	176
29.7 TOTAL PACKAGE.....	177
29.8 MEDICAL AID.....	177
29.9 PENSION FUND.....	177
29.10 TAXATION.....	178
29.11 THIRTEENTH CHEQUE.....	178
29.12 INCENTIVE SCHEME.....	178
30 RETENTION POLICY.....	178
30.1 PREAMBLE.....	178
30.2 PURPOSES.....	178
30.3 SCOPES.....	179
30.4 PRINCIPLES.....	179
30.5 OVERARCHING POLICY.....	179

30.6 INITIATIVES.....	179
30.7 TOOLS.....	180
30.8 ACTIONS.....	180
31 RETIREMENT POLICY.....	182
31.1 PREAMBLE.....	182
31.2. PURPOSE.....	183
31.3. PRINCIPLES.....	183
31.5 POLICY PROVISIONS.....	183
31.5.1 Normal Retirement.....	183
31.5.2 Early Retirement.....	183
31.5.3 Extensions beyond Normal Retirement Age.....	183
32 SEXUAL HARRASSMENT POLICY.....	185
32.1 PREAMBLE.....	185
32.2 PURPOSES.....	185
32.3 SCOPES.....	186
32.4 DEFINITIONS.....	186
32.5 Sexual harassment is also defined as unwanted conduct of a sexual nature. It consists of but not limited to:.....	187
32.6 PROCEDURES.....	187
32.6.7 Complainants shall lodge their complaints with one of the proctors and;.....	187
32.6 ANNEXURES.....	188
ANNEXURE A.....	188
A.1 COMPLAINT FORM FOR SEXUAL HARASSMENT.....	188
ANNEXURE B.....	189
B.1 OUTCOME OF REPORT FOR SEXUAL HARASSMENT.....	189
33 STANDBY POLICY.....	190
33.1 PREAMBLE.....	190
33.2 PURPOSES.....	190
33.3. SCOPES AND APPLICABLE.....	190
33.4. DEFINITIONS.....	191
33.5. LEGAL FRAMEWORKS.....	191
33.6 GENERAL PRINCIPLES FOR STANDBY.....	192
33.7. EXCLUSION.....	192
33.8. FUNDING.....	192
34 TRAINING AND DEVELOPMENT.....	193
34.1 PREAMBLE.....	193

34.2 PURPOSES	193
34.3 SCOPES	194
34.4 DEFINITIONS.....	195
34.5 LEGAL FRAMEWORK	196
34.6 PROCEDURES.....	196
34.7 TYPES OF TRAINING AND DEVELOPMENT	198
34.8 TRAINING AND DEVELOPMENT INTERVENTION.....	198
34.8.1 Formal Training	198
34.8.2 In-service Training.....	198
34.8.3 Succession planning	198
34.8.4 Career development	199
34.8.5 Accelerated training.....	199
34.8.6 Mentorship Programme / Coaching	199
34.8.7 Learnerships.....	199
34.8.8 Recognition of Prior Learning (RPL)	199
34.9 BUDGETS	199

1 ACTING ALLOWANCE POLICY

1.1 PREAMBLE

Municipality acknowledges that from time to time an employee, due to certain circumstances (such as death, resignation, leave, etc.) may not be in a position to discharge his/her duties and responsibilities in terms of the contract of employment. Municipality further recognizes that from time to time there would be a need to appoint another employee to discharge the duties of that particular employee in their absence, hence the need to enter into an acting arrangement and acting allowances.

An employee is deemed to be acting in another post when he/she is duly appointed by the Municipal Manager to do so. An employee who acts in another post must also be required to execute his/her original duties, functions and powers

1.2 PURPOSE

1.2.1 To ensure continuity of operations in the Municipality is maintained during the absence of the incumbent.

1.2.2 To provide the development opportunities of the employees

1.2.3 To promote on-the-job experience and exposure to other employees.

1.2.4 To provide a policy guideline for the handling of acting arrangements in various positions within Municipality.

1.3 SCOPE

This policy is applicable to all employees of Jozini Municipality except the Municipal Manager

1.4 DEFINITIONS

1.4.1 Acting “refers to where an employee, by written approval of the Municipal Manager or his nominee acts in a higher position”.

1.4.2 Acting allowance “means a salary paid to an employee for performing the duties which are normally performed by someone who holds a position which is one rank higher”

1.4.3 Employee “means any person, excluding an Independent Contractor who works for the Municipality and who receives or is entitled to receive any remuneration or any person who is in any manner assist in carrying on or conducting the business of the municipality

1.4.4 Employer “means Jozini Municipality”

1.4.5 Post “means a position in the Municipality’s hierarchical structure to which specific duties are coupled”

1.5 ACTING ALLOWANCE PRINCIPLES

1.5.1 Any acting appointment must be made in writing to act in a higher post, by a Municipal Manager or his nominee and the incumbent must accept the acting appointment in writing before the acting commences. The employee acting in a position for a continuous period of 10 working days.

1.5.2 An official who has been appointed to act in accordance with the provisions of this Policy may only act in a higher post for the maximum period permissible and under the conditions stipulated in the policy after which the arrangement shall be reviewed.

1.5.3 The individual to be appointed to act should generally be the next in line in terms of seniority and Municipality should try to avoid appointing employees lower in line unless valid reasons exist for such appointments.

1.5.4 An official acting in a vacant position should not expect to be automatically appointed permanently when the sourcing and placement measures for the position are undertaken.

1.5.5 An employer shall not require an employee to act for longer than 6 months in the post where after the post must be advertised and filled on a competitive basis in term of the employment practices policy of the municipality

1.5.6 An acting allowance will be non-pensionable amount payable in respect of the difference between the current salary of the employee acting and the minimum notch of the salary scale pertaining the post in which the employee is acting or 10.5 of basic salary of basic salary of post in which employee is acting whichever is the greater

1.5.7 The skills and qualifications of the individual considered for the acting position must meet the requirements of the post

1.6 MUNICIPAL MANAGER

1.6.1 In the absence of the Municipal Manager any other Section 56 employee shall be appointed by the Council to act as Municipal Manager.

1.6.2 Any person appointed to act as Municipal Manager must at least have skills, expertise, competency and qualifications as prescribed by Regulations for Appointment and Conditions of Employment of Senior Managers.

1.6.3 A person appointed to act may do so for a maximum period of 3 months and with permission of the MEC of COGTA for a further 3 months period.

1.6.4 Any acting appointment contrary to the Systems Act and the Regulations for Appointment and Conditions of Employment of Senior Managers issued in terms thereof are null and void.

1.6.5 The Municipal Manager must authorise the payment of an acting allowance to an employee who acts as Municipal Manager during his/her absence.

1.6.6 An acting allowance is only payable when an employee acts as a Municipal Manager for a minimum of 10 uninterrupted consecutive working days.

1.7 MANAGERS REPORTING TO THE MUNICIPAL MANAGER

1.7.1 In the absence of a Manager then the Municipal Council must appoint an employee to act in the post of a manager reporting to the Municipal Manager.

1.7.2 Any person appointed to act as Executive Director must at least have skills, expertise, competency and qualifications as prescribed by Regulations for Appointment and Conditions of Employment of Senior Managers.

1.7.3 A person appointed to act may do so for a maximum period of 3 months and with permission of the MEC of COGTA for a further 3 month period.

1.7.4 The Municipal Manager must authorise the payment of an acting allowance to an employee who acts as an Executive Director during the absence of the Director concerned.

1.7.5 Acting allowance shall only be payable when an employee acts as the Executive Director for a minimum of 10 uninterrupted consecutive working days.

1.7.6 The acting allowance payable where a permanent employee acts in the post of a Manager reporting to the Municipal Manager shall be a non-pensionable acting allowance of 10.5% of total cost of employer remuneration of the S56 Manager.

1.8 OTHER PERMANENT EMPLOYEES ACTING

An acting allowance shall be paid to an employee acting in a higher post subject to:

1.8.1 Written confirmation of acting appointment by Municipal Manager or his nominee prior to acting.

1.8.2 The employee acting in a post for a continuous period of 10 working days.

1.8.3 The acting allowance will be a non-pensionable amount payable being the difference between the current salary of the employee acting and the minimum notch of the salary scale pertaining to the post in which the employee is acting or 10.5% of basic salary of the post in which employee is acting whichever is greater.

1.8.4 An employer shall not require an employee to act for longer than 6 months in the post unless an application for exemption is made by the municipality to the specific division of SALGBC. During the period of the application for exemption the employee will continue to receive and acting allowance.

1.8.5 Any acting appointment does not guarantee a permanent appointment to that particular position. An acting opportunity arises when the regular incumbent is absent temporarily for one or more of the following reasons:

1.8.5.1 Leave (all types)

1.8.5.2 Secondment

1.8.5.3 Suspension

1.8.5.4 The position is vacant, the incumbent has been terminated e.g. dismissed, resigned, retrenched etc.

1.9 TERMINATION OF ACTING POST

When the acting post is terminated a specially designed exit interview should be conducted with the individual to gather information on the difficulties experienced, the objectives achieved and the recommendations for improving the effectiveness of acting assignment. HR should analyze the data collected during the “exit” process, implement relevant improvements and report accordingly.

1.10 ANNEXURE A

1.10.1 ACTING ALLOWANCE AGREEMENT

The MUNICIPALITY appoints _____ (Name of the employee to be appointed in the acting position) in the capacity of Acting _____ (Name of the position) in _____ (Name of the Department).

The Employee agrees to perform such duties to the best of his / her capacity as expected from him / her in terms of relevant legislation.

The rights and obligations of this Agreement commence on: _____ (Commencement Date)

You will report directly to: _____ (Name of the immediate supervisor)

The place of employment will be: _____ (Place where the acting position will be based)

The hours of employment will be: 08:00 to 16:30, including 30 minutes lunch break. As and when required by the Management and considering the operational requirements of the job, you will be expected to work overtime.

DURATION

This agreement will be effective from the (Start Date) until (End Date)

Your powers will be exercised in consultation with your immediate supervisor. You will be paid the acting allowance as per the acting allowance policy.

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

Municipal Manager

Employee

2. BURSARY POLICY

2.1 PREAMBLE

Education ensures continued supply of learned human capital that will enhance and sustain service delivery by the Jozini Municipality. It is therefore of the utmost importance that resources are made available to support and encourage employees, councilors and the community of Jozini. The pursuit of further education and training for the Jozini Municipality employees is equally important as it broadens their knowledge base.

2.2 PURPOSES

The purpose of this policy is to:

2.2.1 Assist the permanent employee of the Municipality to improve their academic qualification and to improve their work performance, their career pathing and to improve the service delivery.

2.2.2 Fulfill the social responsibility through funding tertiary studies of deserving students within the Jozini Municipality

2.2.3 Create a lifelong learning culture in pursuit of the principle of the “learning organization”

2.2.4 Assist in developing the professional capacity of employees’ thus promoting service delivery.

2.3 SCOPES

This policy applies to all permanent employees of the Jozini Municipality.

2.4 DEFINITIONS

In this policy, unless the context indicates otherwise the following words mean:

2.4.1” **Bursar/bursary holder**” a person studying with financial assistance;

2.4.2 **“Agreement/contract”** a prescribed agreement between the bursar and the Jozini Municipality with conditions to adhere to;

2.4.3 **“Rights/liabilities”** bursars, municipality’s obligations and responsibilities

2.4.4 **“Differently able”** a person with disability

2.4.5 **“Institution”** a recognized university of technology or university

2.4.6 **“Breach of contract”** when a bursar fails to adhere to the contractual stipulations and has to refund all moneys paid;

2.4.7 **“Satisfactory progress”** a 50% pass rate of subjects paid for or progress report from the institution;

2.4.8 **“Distance education”** studying through correspondence institution;

2.4.9 **“Academic level”** first year of course not calendar year;

2.4.10 **“Computer program”** a specific compiled computer program to suit the bursary needs;

2.5. LEGAL FRAMEWORK

This policy is governed by the following legislations:

2.5.1 Skills Development Act

2.5.2 The Constitution of the RSA Act

2.5.3 Labour Relations Act

2.5.4 South African Qualifications Authority Act, (this lays the foundation for the National Qualifications Framework (NQF))

2.5.5 Basic Conditions of Employment Act

2.5.6 White Paper on Local Government, March 1998

The Municipality grants a bursary to permanent OFFICIALS of the JOZINI MUNICIPALITY for examinable part time tertiary study at a recognized educational institution for an accredited qualification;

1.2 The proposed study must be related to activities of Local Government and must be aligned to the National Qualifications Framework (NQF);

1.3 A bursary will be awarded to an OFFICIAL upon approval by the Bursary Committee, for studies through recognised institutions, provided he/she submits a fully completed & signed bursary application.

1.4 Studies may only be followed at an accredited College, University of Technology or University situated within the Republic of South Africa as defined by relevant legislation;

1.5 Studies at a non-South African educational institution will only be approved if the relevant course is not presented in South Africa, provided that the OFFICIAL must submit a satisfactory assessment of value from SAQA (South African Qualifications Authority);

1.6 The bursary in respect of this agreement only covers one academic year of the course of study for which the OFFICIAL has registered. Study costs for the remaining year(s) of study must be covered by an application for continuation of studies and the Bursary Agreement as amended from time to time, or prevailing at that point in time, will apply;

1.7 Where an OFFICIAL fails one or more subject, a bursary will not be granted for

the subject(s) concerned to be retaken and will be for the OFFICIAL's own account;

1.8 Where an OFFICIAL terminates his studies and after a lapse of one year and more wishes to undertake new studies or pursue the same qualification, a bursary will not be granted in such instances;

1.9 A bursary will not be granted to an OFFICIAL in order to write supplementary examinations for subjects nor entry examinations for the course of study;

1.10 The Municipality reserves the right whether or not to allocate a bursary and amend the conditions of the Bursary Scheme: Officials;

1.11 Any policy amendments, updates or variations are automatically applicable to the OFFICIAL and the onus rests upon the OFFICIAL to ensure that he/she remains aware and knowledgeable of any such changes to the policy.

2 COSTS & PAYMENT OF STUDY FEES

2.1 The Municipality undertakes to pay: A Maximum of R15 000.00 per year for undergraduate studies and a maximum of R20 000.00 per year for post-graduate studies.

2.2 The tuition and registration fees in respect of the approved course at an accredited educational institution upon receipt of documentary proof that the OFFICIAL has registered for those particular subjects of the approved course of study;

3 CONDITIONS

3.1 An OFFICIAL who receives a bursary will remain in service of the Municipality:

3.1.1 For the duration of the course of study e.g. if the bursary is awarded for a period of three (3) years, the OFFICIAL start to pay back in terms of service upon completion of the first (1st) year of study to the equivalent of the duration of studies.

3.1.2 For the duration of the course of study of a module or semester where an official has been awarded a bursary per module or per semester.

3.2 The full cost of the course of study taken and paid for by the municipality will become immediately due and owing upon:

3.2.1 The OFFICIAL not providing proof that he/she has passed his/her subject(s) within one month following the examination;

3.2.2 The OFFICIAL giving notice of termination of his/her employment to the Municipality or on the last working day of the official in the event of termination of his employment without notice.

3.3 An OFFICIAL who suspends or does not complete his or her studies within the prescribed time limit as determined by the Municipality in its sole discretion, is liable to pay back as at the date of termination of studies, the full bursary amount.

3.4 In the event of an OFFICIAL failing a subject(s) in the respective year of study, he/she will be liable to pay back the amount paid by the Municipality for that particular subject(s), alternatively, the OFFICIAL may retake the subject(s) at his/her own cost within the following semester. Upon proof of successful completion of the subject(s), the amount will be waived. After having undertaken the subject(s) at his/her own cost and still having failed such subject(s), the OFFICIAL will remain liable to pay back the amount paid by the Municipality for that particular subject(s) and any other costs associated with such subject(s);

3.5 Failing the above, an OFFICIAL will not be permitted to continue on the Bursary Scheme;

3.6 Deferment of subjects(s) without the prior written approval of the Municipality will result in repayment of the amount paid & associated costs by the Municipality for those specific subject(s), being recovered from the OFFICIAL'S salary;

3.7 Any change made by the official to his/her course of study for which the bursary was awarded without the prior written approval of the Municipality will result in repayment of the amount paid by the Municipality for the course of study for which the bursary was awarded;

3.8 Where an OFFICIAL fails a module(s) for which special leave was granted as per clause 14.4.3.1, the number of special leave days granted to attend that particular module(s) will be converted into annual leave;

3.9 Where an OFFICIAL successfully completes a module(s) for which special leave was granted on which to attend compulsory lectures, the special leave granted will remain as is;

3.10 The municipality is automatically entitled, by the agreement, to deduct the maximum amount allowable by law, from any salary or payment due to the official.

4 ABSENCE TO ATTEND LECTURES/TUTORIALS/GRADUATION

4.1 Studies will take place outside normal working hours and the usual study leave procedure will apply;

4.2 In cases where OFFICIALS are required to write examinations/attend compulsory lectures outside the local area, the OFFICIAL will be responsible for all related travel and accommodation expenses;

4.3 In the case of the attendance of compulsory lectures, the OFFICIAL is required to submit an application for Special Study Leave to the Human Resources section together with proof of lecture dates, for submission to the Corporate Services Portfolio Committee for approval

4.4 An OFFICIAL who is required to attend compulsory lectures in excess of 20 days must apply to take the additional days as annual leave;

4.5 An OFFICIAL who has been granted Special Study Leave may not claim overtime equivalent to the number of hours that Special Study Leave is granted for a specific month;

4.6 An OFFICIAL who has been granted Special Study Leave must make use of his/her own transportation and accommodation for the attendance of lectures and will not be reimbursed for travel or accommodation expenses;

4.7 The municipality will not be responsible for any costs relating to the attendance of graduation ceremonies.

5 STUDY AND EXAMINATION LEAVE

5.1 OFFICIALS on the Bursary Scheme will be allowed ONE DAY'S EXAMINATION LEAVE for each paper to be written.

5.1.1 In addition to the above, an OFFICIAL will be allowed ONE DAY'S STUDY LEAVE in respect of each paper to be written. In the event that a learner writes his/her examination on a Monday, the Friday before the date of the examination is considered to be the one day's study leave.

5.1.2 In cases where more study leave days are required, the excess must be taken as part of annual or unpaid leave. No advanced study leave is permissible.

6 OBLIGATIONS OF AN OFFICIAL

6. An OFFICIAL who has been granted a bursary undertakes to:

6.1 Provide Human Resources with certified copies of successful studies

WITHIN ONE MONTH of receipt thereof, and further undertakes to:

6.2 Submit results for each examination written, to the HR Section;

6.3 Notify the Municipality immediately of suspended studies if he/she is of the opinion that it is impossible to abide by the conditions;

6.4 Seek approval in writing from the Municipality for deferment of subject(s);

6.5 Seek approval in writing from the Municipality for any request to change the course of study for which the bursary was awarded.

2.6. CONDITIONS

2.6.1 In terms of this policy the Municipality may grant bursaries to permanent employees of Jozini Municipality, for part time tertiary study at a recognized Educational Institution. The proposed study must be related to Local Government activities.

2.6.2 A bursary will be awarded to the employee upon the approval by the MM.

2.6.3 Studies must be at an accredited Tertiary Institution situated in the Republic of South Africa. The studies outside an educational institution in South Africa will be supported in the MM's discretion.

2.6.4 Where a bursary holder fails one or more subjects, a bursary will not be granted for the subject(s) to be retaken and will be for the employee's own account.

2.6.5 A bursary will not be granted in order to write supplementary examinations.

2.6.6 The municipality reserves the right whether or not to allocate a bursary and amend the conditions of the bursary schemes.

2.6.7 All permanent employees irrespective of gender, race, culture, age, creed, educational level, seniority, disability or status can apply for financial assistance

2.6.8 If the employee leaves the Municipality other than death, incapacity, operational requirements the period of twelve months of registration, the bursary granted will be waived.

2.6.9 A bursary holder who does not complete his / her study within the prescribed term determined by the Municipality is liable to pay back as at date of termination.

2.6.11 A bursary holder who has been granted a bursary must sign an agreement with the Municipality stating that he / she will remain in the Municipality employment for a period the Municipality has paid for his / her studies.

2.6.12 In the event the bursary holder leaves the Municipality employment before the expiry of the agreed period, he / she must pay back an amount in proportion to the unexpired remainder of the period.

2.6.13 Municipality may at any time withdraw or suspend financial assistance to the bursary holder in its sole discretion if the bursary holder is not making satisfactory academic progress

2.6.14 All bursary holders enter into an agreement to serve the municipality one year for every year a bursary was received. They must be contractually bound to work in the municipality or refund the municipality as stipulated in the contract.

2.7 COSTS

2.7.1 The Municipality undertakes to pay for the tuition and registration fees in respect of an approved course at an accredited educational institution.

2.7.2 The employee must submit documentary proof of registration.

2.7.3 The amount will be paid directly to the institution

2.8.1 ATTENDANCES OF LECTURES / TUTORIALS / GRADUATION

2.8.1 Studies will take place outside normal working hours and the usual study leave procedure will apply.

2.8.2 In case where the bursary holders are required to write examinations / attend compulsory lectures outside the local area, they will be responsible for all related travel and accommodation expenses.

2.8.3 In the case of the attendance of compulsory lectures, the bursary holder is required to submit an application for Special Leave to his / her manager together with the proof of lecture dates, for submission to the MM for consideration and approval.

2.8.4 The leave is limited to a maximum of 10 days per annum and cannot accumulate

2.8.5 The Municipality will be responsible for any costs relating to the attendance of graduation ceremonies

2.9. 1 STUDIES AND EXAMINATION LEAVE

2.9.1 An employee will be allowed two day's study leave in respect of each paper to be written (one day before the examination day and one day for the examination day). In the event that an employee writes his / her examination on a Monday, the Friday before the date of the examination is considered to be the one day's study leave

2.9.2 The leave is limited to a maximum of 10 days per annum and cannot accumulate.

2.9.3 In cases where additional study leave days are required, the excess must be taken as part of the annual or unpaid leave.

2.9.4 Special leave for thesis will be granted with full pay to a maximum of five (5) working days per qualification

2.10 BURSARY MANAGEMENT / COMMITTEE

The bursary committee should consist of the following

- Exec Director Corporate Services
- Two Divisional Managers (one should be from BTO)
- HR Manager
- Assistant Manager HRD /Skills Development facilitator
- Two Union representative (one from SAMWU and one from IMATU)

2.10.1 DUTIES OF BURSARY COMMITTEE

- To determine and maintain policy for the allocation of bursaries.
- Arrange meeting of the Bursary Committee and Perform Secretarial functions
- Facilitate payments and database update for all bursary holders.
- Conduct an annual internal audit.
- Liaise with training or tertiary institutions.
- Prepare and submit to the MM of the final list of students who will benefit from the Bursary Scheme.
- Ensure that the approved budgeted amount is not exceeded

2.11. REVIEW OF POLICY

11.1 This policy will be reviewed annually and any review thereof is the responsibility of the Human Resources Manager in Consultation with the Executive Director: Corporate Services, Municipal Manager and Council.

2.12 ANNEXURES

ANNEXURE A

A.1 BURSARY APPLICATION FORM FOR PERMANENT EMPLOYEES

APPLICANT'S NAME: _____

DATE: _____

DESIGNATION: _____

DEPARTMENT: _____

NAME OF STUDY COURSE TO BE TAKEN: _____

CURRENT YEAR OF STUDY: _____

SUBJECTS TO BE STUDIED DURING THIS YEAR: _____

(Attach a list of the courses to be studied from the institution of study as proof)

NAME OF CORRESPONDENCE COLLEGE, UNIVERSITY, CONTACT PERSON AND

CONTACT TELEPHONE NUMBER, ETC: _____

TOTAL AMOUNT OF COURSE FEES APPLYING FOR

DEPOSIT PAYABLE: R _____

REGISTRATION FEES: R _____

TUITION FEES: R _____

PRESCRIBED BOOKS: R _____

TOTAL FEES: R _____

I HEREBY APPLY FOR THE ABOVE COURSE TO BE RECOGNIZED BY THE EXECUTIVE MAYOR /MM AS QUALIFYING ME FOR A REFUND OF CERTAIN FEES IN THE CASE OF PAYMENT BEING MADE UPFRONT BY MYSELF. I UNDERSTAND THAT ANY SUCH REFUND WILL BE SUBJECT TO THE CONDITIONS AS APPROVED BY THE JOZINI MUNICIPALITY.

FOR COMPLETION BY HOD

I RECOMMEND THIS APPLICATION.

REASONS:

SIGNATURE: _____ DATE: _____

HUMAN RESOURCES SECTION

THIS APPLICATION IS RECOMMENDED

REASONS:

SIGNATURE: _____ DATE: _____

MM APPROVED _____ NOT APPROVED _____

SIGNATURE: _____ DATE: _____

ANNEXURE B

B.1 ACKNOWLEDGEMENT OF LIABILITY FORM

I, the undersigned, _____ (Hereafter referred to as the “Debtor”
Identity Number _____

Address: _____

Do hereby acknowledge that I am truly and lawfully indebted to,

(Hereafter referred as the “Creditor”

In the sum of _____ (insert
amount in words and figures) for a bursary.

I hereby bind myself of the following conditions:

1. To continue to serve the Municipality, in any capacity for which I may be considered suitable for the total number of year's equivalent to the years that I have been offered the bursary.
2. To repay the Municipality the monies I owe as a lump sum if leave the Municipality before the expiry of the contract period

Applicant's Signature _____ Date _____

Employer's Signature _____ Date _____

3. CAR ALLOWANCE POLICY

3.1 PREAMBLE

This document details Jozini Municipality's policy and procedures regarding Car allowance and it regulates the granting of Car allowance to the employees of Jozini Municipality. The policy applies to all categories of staff employed by Jozini Municipality as outlined below. Variations to the policy may be considered in special circumstances, but all variations require the prior approval of the Council.

3.2 PURPOSE

3.2.1 To establish uniform directives, procedures, conditions and limitations according to which the car allowance can be used and conditions under which employees can use their private vehicle in the execution of their official duties

3.2.2 To motivate staff to own vehicles as to perform business of the Municipality effectively

3.2.3 To create a uniform policy that is adequate for all employees who qualify for a car allowance within municipality

3.2.4 To regulate the granting of Car allowance to the employees of Jozini Municipality

3.3 SCOPE

3.3.1 This policy is applicable to all categories of staff employed by Jozini Municipality as outlined below:

3.3.1.1 Section 57 & 56 Managers which is inclusive to their remuneration packages

3.3.1.2 Managers reporting directly to S56 managers (Directors)

3.3.1.3 Employees who by nature of their duties are compelled to use their private vehicles in the completion of official duties on a regular basis

3.4 DEFINITIONS

3.4.1 “Motor Vehicle Allowance” means an allowance granted to an employee who has been authorized to use his / her private transport on a regular basis in the execution of his / her official duties

3.4.2 “Place of Work” means the employee’s normal work site or office, viz where he / she normally commences work

3.4.3 “Private Transport” means the motor vehicle for which the fixed costs and running costs are calculated and paid to the employee

3.4.4 “Official Distance” means the distance in kilometres travelled by an employee in his / her employer’s service excluding distances between place of work and residence

3.4.5 “Days” indicate the number of working days in the service of the Council

3.5 ALLOCATIONS OF CAR ALLOWANCE

3.5.1 The allocation of car allowances to employees is mainly informed by the functions and duties that they perform. However, the following positions shall automatically qualify for the allowances:

- Section 57 & 56 managers (included in their remuneration package)
- Managers reporting directly to S56 managers
- Employees who by nature of their duties are compelled to use their private vehicles in the completion of official duties on a regular basis

3.5.2 The Section 56 & 57 managers have the latitude of structuring their car allowance as a condition of their employment contracts.

3.5.3 Allocation of car allowance to employees may be reviewed if the duties of that position change.

3.5.4 All employees allocated a car allowance must have the vehicle on which a travel allowance is paid, available for the execution of official duties at all times. Other official transport will not be made available to such incumbents.

3.5.5 Prior written permission must be obtained from supervisors for the use of a different vehicle, other than the one for which an allowance is paid for. Such written permission must be submitted together with the travel claim.

3.5.6 All heads of Departments must ensure that adequate budgetary provisions are made for all posts that qualify for an allowance during the budgetary process.

3.6 CONDITIONS OF CAR ALLOWANCE

3.6.1 Employees with car allowances are not entitled to use the Municipal vehicles unless proper authorization was done by the Municipal Manager or his / her nominee.

3.6.2 Employees receiving car allowance should be paid 25% of their total annual salary package

3.6.3 Car allowances are taxed at the current applicable tax rates and will form part of the employee's salary as an additional item on the pay advice. It is advised that employees receiving a car allowance keep a detailed logbook for taxation purposes

3.6.4 Car allowance holders must submit to Budget and Treasury office department annually the details of the vehicle that will be used for business travelling. This entails model, engine capacity and registration number.

3.6.5 An employee will be allowed to claim if they travel outside the jurisdiction of the Municipality from the office.

3.6.6 All claims for official trips must be supported by a trip Authorization Form, which shall be submitted as travel claims are presented

3.6.7 The calculation for car allowances is automatically adjusted and amended in accordance with the Department of Transport schedules published from time to time.

3.6.8 All claims shall be duly certified by the relevant HOD before submission to Budget and Treasury office. The Municipal Manger will certify claims for the HODs.

2.7 ANNEXURE A

2.7.1 LOGBOOK

4. CODE OF CONDUCT FOR JOZINI MUNICIPAL STAFF MEMBERS

4.1. Definitions.—In this Schedule the following words shall have the following meaning

- a) “Partner” means a person who permanently lives with another person in a manner as if married.
- b) “Act” means Local Government: Municipal Systems Act, 32 of 2000 as amended.

4.2. General Conduct.—A staff member of a municipality must at all times—

- (a) Loyally execute the lawful policies of the municipal council;
- (b) Perform the functions of office in good faith, diligently, honestly and in a transparent manner;
- (c) Act in such a way that the spirit, purport and objects of section 50 of the Act are promoted;
- (d) Act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
- (e) Act impartially and treat all people, including other staff members, equally without favour or prejudice.

4.3. Commitment to serving the public interest.—A staff member of a municipality is a public servant in a developmental local system, and must accordingly—

- (a) Implement the provisions of section 50 (2) of the Act;
- (a1) S50 (2) the objects of the local government are as follows:
 - to provide democratic and accountable government for local communities
 - to ensure the provision of services to communities in a sustainable manner
 - to promote social and economic development
 - to promote safe and healthy environment

- to encourage the involvement of communication and communication organisation in the matters of local government

(b) Foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;

(c) Promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution; (c1) S50 talks about the basic values and principles governing local public administration:

- A high standard of professional ethics must be promoted and maintained
- Efficient, economic and effective use of resources must be promoted
- Public administration must be development-oriented
- Services must be provided impartially, fairly, equitably and without bias
- People's needs must be responded to and the public must be encouraged to participate in policy-making
- Public administration must be accountable
- Transparency must be fostered by providing the public with timely, accessible and accurate information
- Good human resources management and career development practices to maximise human potential must be cultivated

(d) Obtain copies of or information about the municipality's integrated development plan, and as far as possible within the ambit of the staff member's job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;

(e) Participate in the overall performance management system for the municipality, as well as the staff member's individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

4.4. Personal gain.—(1) A staff member of a municipality may not—

(a) Use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or

(b) Take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.

(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not—

(a) Be engaged in any business, trade or profession other than the work of the municipality.

(3) No staff member of Jozini municipality may be part to or beneficiary under a contract for the provision of goods or services to any municipality or any municipal entity established by Jozini municipality.

4.5. Disclosure of benefits

4.5.1 A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.

4.5.2 This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

4.5A. Declaration of interests

(1) A person appointed in terms of section 56 or a municipal manager must within 60 days of his or her appointment declare in writing to the chairperson (speaker) of Jozini municipal council the following financial interests held by that person or municipal manager:

- Shares and securities in any company;
- Membership of any close corporation;
- Interest in any trust;
- Directorships;
- Partnerships;
- Other financial interests in any business undertaking;
- Employment and remuneration;
- Interest in property;
- Pension; and
- Subsidies, grants and sponsorships by any organisation.

Any change in the nature or detail of the financial interests of a staff member must be declared in writing quarterly to the chairperson of the municipal council.

Gifts received by a staff member above R500 must also be declared in accordance with sub item (1).

The municipal council must determine which of the financial interests referred in sub item (1) must be made public having regard to the need for confidentiality and the public interest for disclosure.

4.6. Unauthorized disclosure of information

4.6.1 A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.

4.6.2 For the purpose of this item “privileged or confidential information” includes any information—

- (a) Determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
- (b) Discussed in closed session by the council or a committee of the council;
- (c) Disclosure of which would violate a person’s right to privacy; or
- (d) Declared to be privileged, confidential or secret in terms of any law.

4.6.3 This item does not derogate from a person’s right of access to information in terms of national legislation.

4.7. Undue influence.—A staff member of a municipality may not—

- (a) Unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a councillor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;
- (b) Mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
- (c) Be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

4.8. Rewards, gifts and favours.—

4.8.1 A staff member of a municipality may not request, solicit or accept any reward, gift or favour for:

- (a) Persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
- (b) Making a representation to the council, or any structure or functionary of the council;
- (c) Disclosing any privileged or confidential information; or
- (d) Doing or not doing anything within that staff member's powers or duties.

4.8.2 A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of sub item 8.1.

4.9. Council property.—A staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.

4.10. Payment of arrears.—A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may after consulting the staff member concerned deduct any outstanding amounts from a staff member's salary after this period.

4.11. Participation in elections.—A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

4.12. Sexual harassment.—A staff member of a municipality may not embark on any action amounting to sexual harassment.

4.13. Reporting duty of staff members.—Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.

4.14. Breaches of Code.—Breaches of this Code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67 (1) (h) of this Act.

4.15. Disciplinary steps

4.15.1 A breach of this code of conduct is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such breach

4.15.2 Such other disciplinary steps may include-

- Suspension without pay for no longer than three months;
- Demotion;
- Transfer to another post;
- Reduction in salary; or
- An appropriate fine

5. COMMUNITY FINANCIAL ASSISTANCE POLICY

5.1 PREAMBLE

Education ensures continued supply of learned human capital that will enhance and sustain service delivery by the Jozini Municipality. It is therefore of the utmost importance that resources are made available to support and encourage the community of Jozini to further their studies and also broadens their knowledge base.

The Jozini Municipality focuses at supporting students from poor backgrounds whose families cannot afford tertiary education and the good performing learners. These students will come from the Jozini Local Municipality and courses taken will be to the benefit of and enhancing the economic transformation of the Municipality.

5.2 PURPOSES

The purpose of this policy is to:

5.2.1 Give financial assistance to the needy and deserving learners of Jozini who pursue qualifications which will assist the Municipality to achieve its strategic objectives

5.2.2 Fulfill the social responsibility through funding tertiary studies of needy and deserving students within the Jozini Municipality

5.2.3 Create a lifelong learning culture in pursuit of the principle of the “learning community” within the jurisdiction and the parameters of Jozini

5.2.4 Assist in developing the professional capacity of designated groups such as unemployed youth, women and disabled, thus promoting service delivery.

5.3 SCOPES

This policy applies to all learners including designated groups of Jozini Local Municipality.

5.4 DEFINITIONS

In this policy, unless the context indicates otherwise the following words mean:

5.4.1” **Bursar/financial assistance holder**” a person studying with financial assistance;

5.4.2 **“Agreement/contract”** a prescribed agreement between the bursar and the Jozini Municipality with conditions to adhere to;

5.4.3 **“Rights/liabilities”** bursars, municipality’s obligations and responsibilities

5.4.4 **“Differently able”** a person with disability

5.4.5 **“Institution”** a recognized university of technology or university

5.4.6 **“Breach of contract”** when a bursar fails to adhere to the contractual stipulations and has to refund all moneys paid;

5.4.7 **“Satisfactory progress”** a 50% pass rate of subjects paid for or progress report from the institution;

5.4.8 **“Distance education”** studying through correspondence institution;

5.4.9 **“Academic level”** first year of course not calendar year;

5.4.10 **“Computer program”** a specific compiled computer program to suit the financial assistance needs;

5.4.11 **“NSFAS”** National Students Financial Aid Scheme

5.5 CONDITIONS

5.5.1 In terms of this policy the Municipality may grant bursaries to financially needy and deserving learners who reside within Jozini to study at a recognized Tertiary Educational Institution.

5.5.2 The proposed field of study must be related to Local Government activities.

5.5.3 A financial assistance will be awarded to the learner upon the approval by the MM.

5.5.4 Studies must be at an accredited Tertiary Institution situated in the Republic of South Africa.

5.5.5 The financial assistance in respect of this agreement only covers one academic year of the course of study for which the applicant has registered.

5.5.6 Study costs for the remaining year(s) of study will be paid by the municipality upon an application for continuation of studies by the learner.

5.5.7 Where a financial assistance holder fails one or more subjects, a financial assistance will not be granted for the subject(s) to be retaken and will be for the learner’s own account.

5.5.8 A financial assistance will not be granted in order to write supplementary examinations.

5.5.9 The municipality reserves the right whether or not to allocate a financial assistance and amend the conditions of the financial assistance schemes.

5.5.10 All learners irrespective of gender, race, culture, age, creed, educational level, seniority, disability or status can apply for financial assistance

5.5.11 Municipality may at any time withdraw or suspend financial assistance to the financial assistance holder in its sole discretion if the financial assistance holder is not making satisfactory academic progress

5.6 COSTS

5.6.1 The Municipality undertakes to pay for the registration fees in respect of an approved course at an accredited educational institution.

5.6.2 The amount will be paid directly to the institution

5.7 FINANCIAL ASSISTANCE MANAGEMENT / COMMITTEE

The financial assistance committee should consist of the following:

- Training Committee

5.8 DUTIES OF FINANCIAL ASSISTANCE COMMITTEE

To determine and maintain policy for the allocation of financial assistance.

Facilitate the recruitment process, e.g. advertise on Municipal facilities in the respective wards.

Short list candidates and to ensure that the screening process becomes justifiable

Facilitate payments and database update for all financial assistance holders.

Set period for the crucial dates, e.g. closing dates.

Conduct an annual internal audit.

Liaise with training institutions.

Prepare and submit to the Mayor and MM of the final list of students who will benefit from the financial assistance Scheme.

Ensure that the approved budgeted amount is not exceeded

5.9 ANNEXURES

ANNEXURE A

A1.FINANCIAL ASSISTANCE APPLICATION FORM



JOZINI MUNICIPALITY KZ 272 FINANCIAL ASSISTANCE APPLICATION FORM 201...

For Jozini Municipal Permanent Residents Only

Note: (Please Read the Terms and Conditions on the last second Page before completing this Application Form)

PERSONAL DETAILS

Title	
Surname	
First names	
Date of Birth	
RSA ID No	
Home Tel	
Cell Phone	

Postal Address:				
Residential Address:				
Ward No				
Please tick the Appropriate	Male	<input type="checkbox"/>	Female	<input type="checkbox"/>
Race				
Do you have disability	Yes or No, if Yes state the nature:			
Have You been convicted of any criminal offence or been dismissed from employment	Yes or No, if yes state the nature:			

QUALIFICATIONS

Name of the last school attended		
Highest qualification obtained		
Year obtained		
Subject passed:	Subjects	Symbols

TERTIARY EDUCATION (if any)

Name of the Institution	Name of Qualification	Year Obtained

REFERENCES

Name & Surname	Relationship	Contact Details

WHERE DO YOU INTEND TO STUDY

Name of Institution	Course	Duration	Course

Have you ever receive any financial assistance from Jozini Municipality? If yes which year and for what course	Yes	No

Attached Subjects to be studied from the Institution of study as proof

(This part is compulsory to be filled)

NAME OF INSTITUTION: _____

TOTAL AMOUNT OF FEES APPLYING FOR: R _____

REGISTRATION FEES: R _____

TUITION FEES: R _____

PRESCRIBED BOOKS: R _____

TOTAL FEES: R _____

TERMS AND CONDITIONS

Incomplete application forms will not be considered

Jozini Municipal Council reserves the right to disqualify the applicant who provide false information

A screening criteria will be used to identify suitable applicant

The applicant must be in Jozini jurisdiction

Proof of resident from your Councillor

Proof of registration from the Institution

Pass matric with Bachelor's / Exemption

The studies must be related to Local Government activities

The financial assistance in respect of this agreement covers for registration payment only

Municipality will not be liable for any previous year outstanding fees of the applicant

Where an applicant fails one or more subjects, an assistance fee will not be granted

No payment will not be granted for supplementary examination

The Municipality reserves to right not to allocate an assistance fee and amend the conditions of the assistance

Financial assistance applications are open for any able and disable person

Municipality may at any time withdraw or suspend financial assistance to the holder in its sole discretion if the Financial assistance holder is not making satisfactory academic progress

Closing date: _____

All the copies must be certified by the commissioner of oath.

Stamp for Ward Councillor

I _____ declare that all the information provided in this application is complete and correct to the best of my knowledge. I understand that any false information supplied could lead to my application being disqualified or discharged if I am already appointed.

Applicant's Signature

Date

For office use only

Yes		No
-----	--	----

ACCEPTED INTO PROGRAMME

If No- Reason for non-acceptance: _____

Signature Municipal Manager: _____

Municipality Stamp

ANNEXURE B

B.1 FINANCIAL ASSISTANCE ADVERT

Jozini Municipality, in line with its Human Resources Development Strategy hereby presents exciting opportunities for students in 20--

STUDY ASSISTANCE OPPORTUNITIES FOR 20-- ACADEMIC YEAR

Applications for study assistance offered by Jozini Municipality are expected from candidates who are studying or have been accepted by an institution of higher learning to study towards the following qualifications:

- **Civil Engineering**
- **Electrical Engineering**
- **Town and Regional Planning**
- **Plumbing**
- **Agriculture**
- **Commerce / Financial Management**
- **Information Communication Technology**
- **Administration / Human Resources**
- **Community Development**

Qualifying Criteria

Undergraduate students at a Tertiary Institution or completed Grade 12;

Youth residing in Jozini Municipality with a willingness to learn and working in a public institution;

A South African citizen with a historically disadvantaged background;

Preference will be given to application who excel academically and/or demonstrate potential;

Be willing to serve the municipality after completion of studies

Enquiries: Ms M Myeni, the Skills Development Facilitator at 035-5721292 during office hours

Application forms are obtained at the Reception Area of Jozini Local Municipality (Mkuze Public Safety Offices, Ingwavuma Office and Jozini Main Office) or on the Municipal Website.

A comprehensive CV, Proof of Residence, Academic Transcript, Grade 12 Results and ID Document, must accompany the application forms. Where possible, applicants should submit a letter from Tertiary Institutions confirming their enrolment / application. Failure to submit any of the requested documents will result in the application not being considered. All information will be verified.

To apply: post or hand deliver your application to the following address:

Jozini Local Municipality

Private Bag x028, Jozini, 3969

Circle Street, Bottom Town, Jozini, 3969

CLOSING DATE: _____

If you have not heard from us within 30 days of the closing date, please accept that your application has not met the requirements. Late applications will not be considered. The Municipality reserves the right not to award bursaries.

MUNICIPAL MANAGER

6. DESERTION & ABSCONDMENT POLICY

6.1 PREAMBLE

6.1.1 The Jozini Municipality is committed to render a valued and quality service to its population by motivated and disciplined staff. To provide this service, employees need to attend to work timeously and not to be absent without authorization.

6.1.2 The Jozini Municipality undertakes to ensure that fair procedures are followed in terms of Labour Relations Act 66 of 1995 as amended and the Collective Agreement concerning the applicable Disciplinary Procedure.

6.2 SCOPES

6.2.1 This policy is applicable to all Jozini Municipality employees including management.

6.3 PURPOSES

6.3.1 The purposes of this policy are as follows:

6.3.1.1 To provide uniformity in dealing with desertion and abscondment.

6.3.1.2 To regulate abscondment and desertion in the workplace.

6.3.1.3 To provide managers and supervisors with guidelines in dealing with abscondment and desertion in a fair manner.

6.4 DEFINITIONS

6.4.1 **“Abscondment”** means being absent from work without authorization.

6.4.2 **“Contractual employee”** refers to employees appointed on a fixed term, for specific task or on ad-hoc basis (casual).

6.4.3 **“Days”** refers to working days.

6.4.4 **“Desertion”** means being absent from work without authorization, with the intention of not returning whether indicated expressly or by implication.

6.4.5 **“Employee”** refers to a permanent or contractual employee but excludes an independent contractor or its employees.

6.4.6 **“Employer”** refers to Jozini Municipality.

6.4.7 **“SALBGC”** refers to the Bargaining Council for Local Government Sector.

6.4.8 **“Working day”** means any day on which an employee is normally required to work according to the service requirements applicable to the employee's post and as agreed to in the SALBGC.

6.4.9 **“Working hours”** refers to actual hours agreed to in the SALBGC.

6.5 GOVERNING PRINCIPLES

6.5.1 To give effect to the main obligation of an employee to make his/her service available to the employer for the duration of his working hours.

6.5.2 To accept that the employer cannot reasonably be expected to keep an employee's job available for unlimited time whilst being uncertain of the whereabouts of an absent employee.

6.5.3 That the abscondment by an employee is a misconduct which is subject to disciplinary action.

6.5.4 That desertion may lead to termination of service by the employer.

6.5.5 That fair procedures and principles of natural justice shall be observed at all times, in the application of this policy.

6.6. PROCEDURE

6.6.1 In the event that the employee has absented herself / himself for a period of more than ten (10) days without notification to the employer, such employee shall be deemed to have absconded from duty

6.6.2 The employer should make possible attempt to establish where the employee is and will issue a letter to the employee informing the employee of his alleged abscondment

6.6.3 The employee, if he reports for duty after the steps referred to in clauses 6.6.1 and 6.6.2 above have taken, will be afforded the opportunity to make verbal and written representation prior to the decision to terminate his services

6.6.4 On the eleventh day of the employee's absence without permission, a supervisor shall immediately take any two or more of the following steps to ascertain the reason for absence and or whereabouts of such an employee:

- telephone or cellphone call

- sms
- telefax
- telegram or registered mail
- visit the employee at his / her last known address

6.6.4 Should no reasonable explanation for the employee's unauthorized absence be forthcoming within ten (10) days of absence from work, the HOD must recommend suspension of salary to the HR Department with effect from the date of absence; which may be reinstated subject to the discretion of the Manager / HOD based on furnished and valid reasons.

6.6.5 The supervisor shall then on day Eleven (11) write a letter:

- requiring the employee to return to work;
- stating the date, time, place and the name of the person to report for work or alternatively to furnish reasons for failure to report;
- stating the consequences for failure to report, and
- advising the employee to bring supporting documents to his/her reasons for absence from work.

6.6.6 The letter must give the employee an ultimatum to return to work and must be served at the last known address of the employee.

6.6.7 Should the employee return to work, the supervisor must ascertain the reasons of his/her absence. In the event that the Manager deems that the furnished reasons are not satisfactory, the Manager shall recommend that a disciplinary action shall be instituted against such employee.

6.6.8 Should the employee fail to respond to the letter in clause 6.6.4 within the specified period, he/she will be deemed to have deserted.

6.6.9 The HR Department shall notify the employee in writing of the Employer's decision to intend to terminate his/her services based on desertion. The notice shall inform the employee to furnish written representations why his/her services should not be terminated as stipulated in (Annexure C)

6.6.10 Should the employee furnished reasons be acceptable or the employee reports for duty the employees' salary shall be reinstated from that day and the applicable leave will be approved.

6.6.11 Should the employee fail to furnish reasons as required or furnish invalid written reasons or fail to report for duty, his/her services shall be terminated by a letter advising him/her of the right to appeal within 5(five) days of the letter (Annexure D)

6.6.12 The Appeal Body consisting of the nominee of the applicable Department, HRD, and MM or his nominee shall convene this meeting. The Appeal Body may request oral clarification of submissions from any person if deemed necessary. An employee shall be entitled to representation at the Appeal Body (if required to give oral submission) by a fellow employee, a shop steward or any suitably qualified person

6.6.13 The written decision of the Appeal Body is final

6.6.14 If at any time during this process an employee is not regarded to be a deserter but was guilty of being absent without leave, disciplinary action must be instituted by his / her manager / supervisor.

6.7 IMPRISONMENTS

6.7.1 Imprisonment for a period exceeding (6) six months shall result in termination of services for impossibility of performance.

6.7.2 In the event where the employee's services have been terminated prior to six months having lapsed, on grounds of desertion and it becomes apparent that the employee was imprisoned; he will have the right to appeal.

6.8 ANNEXURE

ANNEXURE A

A.1 DESERTION FORM

Name of the Employee _____

Employee No _____

Department _____

Steps followed

Note: At least two of these steps should have been followed:

A. Telephonic enquiry done by supervisor: Yes / No _____ Date _____

Comments: _____

B. SMS on provided employee's telephone number: Yes / No _____ Date _____

Comments: _____

C. Telegram or Registered Mail: Yes / No _____ Date _____

Comments: _____

D. Last known address visited: Yes / No _____ Date _____

Comments: _____

Name of the Manager / Supervisor _____ Date _____

ANNEXURE B

B.1 LETTER

Name of the Employee: _____

Address of the Employee: _____

Our telephone calls has reference

You have been absent from work without authorization of your Supervisor from ----- (date) to date. Such absence is contrary to the conditions of service and your employment contract.

You are expected to consciously perform the tasks assigned to you and to refrain from being absent from your workplace without necessary authorization of your Supervisor or without obtaining prior authorization for vacation leave.

You are hereby requested to report for work immediately, on the ----- (date), ----- (time) ----- (place) or alternatively to contact your Supervisor providing reasons in writing as to why you are unable to report for work.

You are further requested to bring supporting documents as to your reasons for absence from work.

Your cooperation is appreciated.

Yours Faithfully

MUNICIPAL MANAGER

ANNEXURE C

C.1 NOTICE OF INTENTION TO TERMINATE SERVICES

Dear Sir / Madam

Due to the fact that you have been absent from work without permission for a period of _____ days, since _____ (date) _____ to (date), your action constitutes repudiation of your contract of employment.

You are advised to give reasons why your contract of employment should not be terminated within (5) five days of this letter and, or to report on duty immediately.

Should you fail to report or to furnish reasons or submit unacceptable reasons within five (5) days, your contract will be terminated with immediate effect.

Yours faithfully

MUNICIPAL MANAGER

ANNEXURE D

D.1 TERMINATION OF SERVICE LETTER

Dear Sir / Madam

Due to the fact that you have been absent from work without prior permission for a period of ___ days and failed to give acceptable reasons for such absence, your employment contract have been terminated.

You have the right to appeal within (3) three days of date of this letter.

You are required to submit your appeal stating grounds of your appeal in writing to MM or Executive Director.

Yours Faithfully

MUNICIPAL MANAGER

7. DISCIPLINARY HEARING POLICY

7.1 PREAMBLE

In an attempt of ensuring that disciplinary is undertaken in a uniform and coordinated approach, Jozini Municipality is hereby adopting this policy.

7.2 SCOPE

The terms of this policy shall be observed by all employers and employees who fall within the registered scope of the South African Local Government Bargaining Council (SALGBC)

7.3 EXCLUSION FROM THIS POLICY

Municipal managers and employees appointed as senior managers who are directly accountable to the Municipal Manager, in terms of S54A and 56 of the Municipal Systems Act 32 of 2000, as amended, shall be excluded from all the terms of this policy.

7.4 DEFINITIONS

In this policy, unless the context indicates otherwise the following words mean:

7.4.1 “days” shall be a reference to working days

7.4.2 “fellow employee” means an employee employed by the same Municipality as the employee being charged and excludes an employee who is also a representative or office bearer of a non-recognised trade union

7.4.3 “legal practitioner” means a person who is admitted to practice and practices as an advocate or an attorney in South Africa

7.4.4 “recognised trade unions” means the trade union parties IMATU and SAMWU.

7.5 PURPOSE / INTENT

7.5.1 The purpose of this policy is to establish a fair, common and uniform procedure for the management of employee discipline

7.5.2 This policy is a product of collective bargaining and the application thereof is peremptory

7.6 DISCIPLINARY POLICIES

7.6.1 Disciplinary action is not a punitive measure but a corrective one.

7.6.2 Discipline is to be effected fairly, consistently, progressively and promptly.

7.6.3 The maintenance of discipline is the responsibility of management and falls within the control function of any supervisory position.

7.6.4 The principles of natural justice and fair procedure must be adhered to notwithstanding any criminal and/or civil action having being instituted.

7.6.5 Subject to the requirements of substantive and procedural fairness, the Disciplinary Hearing has the right to determine the sanction to be applied having regard to the seriousness of the offence, provided that it is consistent with the provisions set out herein.

7.7.6 This procedure must be published and issued to all employees so that they are made aware, explicitly, of the standard of conduct in the workplace.

7.7.7 This procedure, as amended from time to time, will define the disciplinary process and the rights and obligations of management and employees

7.7 DISCIPLINE PROCEDURES

7.7.1 An allegation of misconduct against an Employee shall be brought in writing before the MM or his authorized representative for consideration and decision.

7.7.2 The MM or his authorized representative shall proceed forthwith, without undue delay and with due regard to the necessity for disciplinary proceedings to commence promptly. This clause shall be read with clause 7.3 and 7.4 below

7.7.3 If the MM or his authorized representative is satisfied that there is *prima facie* cause to believe that an act of misconduct has been committed, he may institute disciplinary proceedings against the employee concerned

7.7.4 The Disciplinary Hearing shall commence as soon as reasonably possible with a Disciplinary Hearing but not later than three (3) months from the date of the MM or his authorized representative's decision to institute disciplinary proceedings.

7.7.5 In the event of misconduct by an Employee that appears less serious and warrants a sanction less than a final written warning, a formal hearing will not be required, provided that the Employee shall be entitled to challenge the evidence submitted by the Employer and the Employee shall also be entitled to be represented by a shop steward. The Employee will be given an opportunity to make either verbal or written representations prior to the Employer making a finding and prior to any written warning being issued. Proper records must be kept of the above proceedings.

7.7.6 In the event of misconduct that appears sufficiently serious to warrant a sanction more serious than a written warning, the MM or his authorized representative shall institute disciplinary proceedings against the employee and appoint presiding officer as follows:

7.7.6.1 The Municipal Manager or his authorized representative shall appoint, in the first instance, a suitably qualified person employed by the municipality, preferably one or two levels above the employee's position, to serve as the Presiding Officer

7.7.6.2 For the purpose of clause 7.7.6.1, a suitably qualified person means a person sufficiently competent to preside over a Disciplinary Hearing.

7.7.6.3 Should it not be possible to appoint a suitably qualified person, employed by the municipality to serve as the Presiding Officer, due to a lack of suitably qualified person, or where Presiding Officers are threatened or intimidated, the MM or his authorized representative may appoint a suitably qualified external person, not employed by the municipality, to serve as the Presiding Officer

7.7.7 The Municipal Manager or his authorized representative shall also appoint a person to be referred to as the Employer Representative to represent the Employer and to serve the function of prosecution as follows:

7.7.7.1 The MM or his authorized representative shall appoint, in the first instance, a suitably qualified person employed by the municipality, preferably one or two levels above the employee's position, to serve as the Employer representative

7.7.7.2 For the purpose of clause 7.7.7.1, a suitably qualified person means a person sufficiently competent to serve as the Employer representative and perform the function of prosecution.

7.7.7.3 Should it not be possible to appoint a suitably qualified person, employed by the municipality to serve as the Employer representative, due to a lack of suitably qualified person, or where Employer representatives are threatened or intimidated, the MM or his authorized representative may appoint a suitably qualified external person, excluding a legal practitioner, to serve as the Employer representative.

7.7.7.4 Neither the employer nor the employee shall be entitled to be represented by a legal practitioner in disciplinary hearings, **unless** both parties agree, in writing to allow legal representation, or if the Presiding Officer, upon receiving an application by any party, determines that it is reasonable to allow legal representation, having regard to the following factors:

7.7.7.4.1 The nature of the questions of law raised by the disciplinary hearing

7.7.7.4.2 The complexity of the case

7.7.7.4.3 The public interest and

7.7.7.4.4 The comparative ability of the opposing parties or their representatives to deal with the Disciplinary Hearing

7.7.7.5 The Employer Representative shall, within (5) days of his appointment, formulate and serve the charges to be brought against the Employee.

7.7.7.6 The charges are to be set out in a Notice of Misconduct detailing:

7.7.7.7 The time, date and venue at which the enquiry will be conducted;

7.7.7.8 The descriptive of the alleged misconduct, as is contemplated in Annexure "A", which shall further set out sufficient particulars / details of the alleged offence(s) to enable the Employee(s) a reasonable and fair opportunity to prepare a response to the charges;

7.7.7.9 The name of the Presiding Officer and Employer representative and the address at which notices and relevant correspondence may be submitted;

7.7.7.10 That the Employee may be represented by a suitably qualified representative of choice who shall be a fellow employee, a representative from a recognised trade union who may be a shop steward or trade union official.

7.7.7.11 If the Employee or his representative fails to attend the enquiry without good cause, provided that the notice of the Disciplinary Hearing has been properly served, the hearing may be conducted in *absentia*.

7.7.7.12 The Employer shall have the duty to prove that the Notice of a Disciplinary was properly served on the Employee. The notice shall be deemed to have been served if delivered either by registered mail, facsimile, personal service or witnessed delivery. Where a Notice of a Disciplinary Hearing was served by email, a copy of the sent email indicating the successful dispatch to the other party and any attachments concerned shall serve as proof of service

7.7.7.13 The Disciplinary Hearing should commence within a reasonable time from the date of service of the Notice of Disciplinary but not earlier than seven (7) days and not later than fifteen (15) days from the date of service.

7.7.7.14 The time period referred to in clause 7.7.7.11 above may be amended by mutual agreement between the Employer and the Employee or his representative. If there is no agreement, either party may apply to the Presiding Officer for an amendment of the time-period, in which case, the Presiding Officer shall consider the submissions by the parties and determine a new date of the Disciplinary Hearing.

7.8 CONDUCT OF THE DISCIPLINARY HEARING

7.8.1 The employer has the following rights and obligations at the hearing

7.8.1.1 The duty to begin as well as the burden to prove each and every allegation of misconduct as set out in the Notice of Disciplinary Hearing, on a balance of probabilities

7.8.1.2 The right to call any witnesses and lead any evidence, which may include books, documents or any other relevant materials

7.8.1.3 The right to cross-examine any witness called to testify on behalf of the employee and to have access to any books, documents or relevant materials produced

7.8.1.4 The right to re-examine any of its own witnesses

7.8.1.5 The right to present argument based on the evidence in support of any submission

7.8.2 The Employee has the following rights at the hearing:

7.8.2.1 The right to be heard, in person or through a representative, and to call any witness and lead any evidence which may include books, documents or any other relevant materials

7.8.2.2 The right to cross examine any witness called to testify on behalf of the employer and to have access to any books, documents or relevant materials produced

7.8.2.3 The right to re-examine any of his own witnesses

7.8.2.4 The right to present argument based on the evidence in support of any submission

7.8.2.5 The right to make application, on good cause shown, for the recusal of the Presiding Officer

7.8.3 The Presiding Officer Shall

7.8.3.1 Determine the procedure to be followed, but shall conduct the enquiry fairly, expeditiously and with the minimum of legal formalities, provided that it shall not be to the prejudice of any party

7.8.3.2 Observe the rules of natural justice in the conduct of the proceedings

7.8.3.3 Unless otherwise agreed to by the parties, conduct the hearing in an adversarial manner

7.8.3.4 Discharge his duties impartially with care and diligence

7.8.3.5 Refrain from consulting, conferring or having casual contact with any of the parties or their representatives regarding the case, while handling the matter, without the presence or the consent of the other party concerned

7.8.3.6 Be entitled to put questions of clarity to the parties or their witnesses on any relevant issue, provided that it shall not amount to cross examination

7.8.3.7 Make such interim determinations or rulings of law as he deems necessary

7.8.3.8 Be entitled to ratify and approve any settlement reached by the Parties in the disposal of the whole or portion of the issues

7.8.3.9 Make a finding of fact after having considered and analysed the evidence

7.8.3.10 Invite and hear any evidence or plea in mitigation, aggravation or extenuation prior to deciding on the sanction to impose; with due regard to the rule of law.

7.8.3.11 Impose, *inter alia*, anyone of the following sanctions:

- a written warning;
- a final written warning
- a suspension without pay for a maximum of ten (10) days and as is furthermore referred to clause 2.5 of Annexure
- the withholding of any salary increment for a period not exceeding twelve months;
- demotion to another post with or without financial loss, to a post that is one level below the post which the employee occupied before the finding of guilt.
- dismissal.

7.8.4 The Presiding Officer shall within ten (10) days of the last day of the Disciplinary Hearing confirm, in writing, the findings of fact, the sanction imposed, in the event that the Employee was found guilty and the reasons in support thereof. The Presiding Officer shall provide a copy of the determination to the MM or his authorized representative and to the Employee or his representative.

7.8.5 The determination of the Presiding Officer cannot be altered by the MM or any other governing structure of a municipality and shall be final and binding on the Employer, subject to remedies permitted by law.

7.8.6 An Employee may not be recharged at a subsequent Disciplinary Hearing for the same alleged misconduct, unless for circumstances law.

7.9 AN OPTIONAL SUMMARY PROCEDURE

7.9.1 The Employer and Employee may agree in writing, to adopt the Summary Procedure as set out hereinafter, in which case, the Presiding *Officer* shall, to the extent deems necessary:

7.9.1.1 Confirm whether or not the matter is ready for adjudication;

7.9.1.2 Ascertain and record in writing, signed by himself and the parties, the facts to which the parties agree and the facts to which in dispute (hereinafter referred to as the issues)

7.9.1.3 Receive from the parties such documents or copies thereof as they consider relevant to the determination of the issues;

7.9.1.4 Receive evidence or submissions, orally or in writing, sworn or un-sworn at joint meetings with the parties or, if the parties so agree, by the interchange of written statements or submissions, between the parties with copies to the Presiding Officer provided that each party shall be given a reasonable opportunity of presenting evidence or submissions and of responding to those of the other; and

7.9.1.5 Issue a determination, in writing, within ten (10) days of the last day of the hearing or submission of the last document to the Presiding Officer, if there was no hearing.

7.10 PLEA AGREEMENTS

7.10.1 If the employee wishes to plead guilty to the charge(s), the employee or his representative and the employer representative may enter into a plea agreement on a sanction to be imposed.

7.10.2 The plea agreement shall be in writing, signed by the employer representative and the employee or his representative and is subject to approval by the presiding Officer

7.10.3 The Presiding Officer shall consider and approve a plea agreement having considered all the relevant circumstances. If the plea agreement is approved by the Presiding Officer, a sanction shall be imposed on the employee in accordance with the plea agreement. In the absence of such approval, the Disciplinary Hearing shall proceed as if the employee has pleaded not guilty

7.11 RIGHT TO TERMINATE SERVICE

7.11.1 An Employee, who receives a Notice of Disciplinary, shall be entitled to resign, retire, or terminate his employment on any other ground that is permitted in his contract of employment, with effect, provided that:

7.11.1.1 The Employee does so prior to the handing down of a finding by the Presiding Officer;

7.11.1.2 The Employee consents in writing to the deduction of amounts owing by him to the Employer from any monies payable to him by the Employer (including but not limited to retirement fund monies) arising out of or in connection with his termination of service.

7.11.2 If the employee's resignation, retirement or termination of employment meets the requirements and conditions set out in clause 7.11.1 above, the Disciplinary Hearing will not proceed.

7.12 DEALING WITH ABSCONDMENT (Refer to Desertion and Abscondment Policy)

7.13 RECORDING OF PROCEEDINGS

7.13.1 The proceedings of the Disciplinary Hearing shall be recorded by means of a mechanical device.

7.13.2 The electronic recording of the proceedings shall be kept in safe custody by the Employer.

7.13.3 Upon request, the Employer will provide a copy of the electronic recording, free of charge, to the Employee or his representative.

7.14 NON-ATTENDANCES

7.14.1 Should an employee fail to appear, either in person or through his representative, at the place and time set for Disciplinary Hearing or Appeal Hearing, without good cause, and forty five (45) minutes has elapsed from the time set for the start of the hearing, and it has been established that the Notice of Disciplinary Hearing or Appeal Hearing was properly served on the employee, the Disciplinary Hearing or Appeal Hearing may be conducted in absence of the employee and discipline effected or the appeal determined, as the case may be.

7.14.2 Should the employer representative not be able to attend a Disciplinary Hearing or Appeal Hearing, the employer representative shall notify the employee and the Presiding Officer prior to the hearing, of the change in circumstances

7.15 RIGHT OF REPRESENTATION

7.15.1 An Employee shall be entitled to representation at any enquiry by a fellow employee, or a representative from a recognised trade union, who may be a shop steward or a trade union official.

7.16 PRE-CAUTIONARY SUSPENSIONS PENDING A DISCIPLINARY HEARING

7.16.1 An Employer may suspend the Employee or utilize him temporarily in another capacity pending an investigation into alleged misconduct if the MM or his authorized representative has reasonable cause to believe that the employee at the workplace may:

- jeopardise any investigation into the alleged misconduct
- interfere with potential witness
- commit further acts of misconduct

7.16.2 If the MM or his authorized representative, intends to suspend an Employee, he shall give written notice of such intention and afford the Employee 48 hours to make representation as to why he should not be suspended. The MM or his authorized representative shall make a determination as to whether the employee concerned shall be suspended or not after having heard the representations.

7.16.3 Notwithstanding clauses 7.16.1 and 7.16.2 above, should the Municipality or his authorized representative, have reasonable cause to believe the employee's continued presence at the workplace poses a danger to the well-being or safety of any person or municipal property or detrimental to stability in the municipality, or demonstrate the potential to damage or tamper with the evidence, the Municipality or his authorized representative, may, in the notice of intention to suspend the employee, also require the employee to vacate the premises with immediate effect and invite the employee to make representation within 48 hours as to why he should not be suspended. The Municipality or his authorized representative shall make a determination within 5 days as to whether the employee concerned shall be suspended or not, after having considered the presentation

7.16.4 The suspension or utilization in another capacity of the Employee shall be for a fixed and pre-determined period and shall not exceed a period of three (3) months from the date the Municipality or his authorized representative is satisfied that there is prima facie case that an act of misconduct has been committed. However where circumstances prohibit the conclusion of the Disciplinary proceedings within the afore-stated timeframes, such suspension or utilisation in another capacity can be extended for a further three (3) months

7.16.5 Any suspension shall be on full remuneration

7.16.6 Prior to such suspension the Municipality or his authorized representative shall consider the written submission by the employee or his representative and make a final determination regarding the suspension of the employee

7.17 APPEAL

7.17.1 The Employee has the right to appeal against any disciplinary finding and/or sanction, which has been given at a Disciplinary Hearing. The Employee may waive his right to an appeal and the Employee may proceed to refer a dispute as provided for in the Labour Relations Act.

7.17.2 Subject to clause 7.17.1 above, an appeal must be lodged on the prescribed form within seven (7) days of receipt of written notification of the finding and sanction of the Disciplinary Hearing.

7.17.3 The grounds of appeal must be clearly set out in the Employee's Notice of Appeal, provided that the failure by an Employee to raise a ground of appeal shall not preclude him from subsequently raising it before the Disciplinary Appeal Hearing.

7.17.4 The Presiding Officer of the Disciplinary Appeal Hearing shall fix the time and date of the hearing. The Disciplinary Appeal Hearing shall commence within reasonable time from the date of service of Notice of Appeal but shall take place not earlier than five (5) days and not later than ten (10) days from the date the Notice Appeal was lodged

7.17.5 The time period referred to in clause 7.17.4 above may be amended by mutual agreement between the parties, in consultation with the Presiding Officer of the Disciplinary Appeal Hearing.

Failing agreement between the parties, either party may apply to the Presiding Officer of the Disciplinary Appeal Hearing for an extension of the time period. A new date for the Disciplinary Appeal Hearing shall in this instance be determined by the Presiding Officer of the Disciplinary Appeal Hearing to a mutually convenient time, date and place for the Disciplinary Appeal Hearing to take place.

7.17.6 In the case where the sanction imposed was up to a maximum of a final written warning, an appeal will be heard by a management level above that of the Presiding Officer of the Disciplinary Hearing. In the case where the sanction imposed was a dismissal or a suspension without pay the appeal shall be heard by a higher level of management who does not exercise direct management control over the affected Employee.

7.17.7 By agreement between the parties, an appeal may be heard by an arbitrator appointed by the parties to the appeal from the panel of arbitrators existing in the relevant division of SALGBC.

7.17.8 The appeal will be heard on the grounds of an appeal submitted by the Employee and any amendment thereto, by having regard to the record of the Disciplinary Hearing proceedings and the submissions and arguments of the parties based thereon.

7.17.9 The appeal should not entail the rehearing of the matter *de novo*.

7.17.10 The Disciplinary Appeal Hearing shall have the power to confirm or set aside any decision, determination or finding and to confirm, set aside or reduce any sanction imposed by the Disciplinary Hearing.

7.17.11 A party shall deliver to the opposing party, and to the Presiding Officer, a brief statement of case at least two (2) days prior to the date of the Disciplinary Appeal Hearing. No further pleadings shall be exchanged unless otherwise agreed.

7.17.12 The statement of case shall concisely set out the facts upon which the party relies, the conclusions of law upon which the party relies and the relief that the party seeks.

7.17.13 The Disciplinary Appeal Hearing should commence within a reasonable time from the date of service of the Notice of Appeal but shall take place not earlier than five (5) days and not later than ten (10) days from the date that the Notice of Appeal was lodged.

7.17.14 The Disciplinary Appeal Hearing will be conducted in whatsoever manner and procedure that is deemed necessary, including the Summary procedure as set in clause 7.7 above, which will produce the most expeditious conclusion of the matter and provided that the rules of natural justice are adhered to.

7.17.15 The Disciplinary Appeal Hearing shall consider whether the finding and sanction imposed by the Disciplinary Hearing was fair and correct. The Presiding Officer of the Disciplinary Appeal Hearing shall be entitled to make an order in line with sub clause 7.17.10 above

7.17.16 The determination of the Presiding Officer of the Disciplinary Appeal Hearing cannot be altered by the Municipal Manager or any other governing structure of a municipality and shall be final and binding on the Employer subject to any other remedies permitted by law.

7.18 COLLECTIVE MISCONDUCT

7.18.1 Where employees embarked on an unprotected strike the employer shall inform the trade union and allow them a period of 48 hours to try and get their members back at work

7.18.2 Ultimatum

7.18.2.1 If the trade union cannot

7.19 INQUIRY BY ARBITRATOR

7.19.1 An Employer may, with the consent of the Employee, request the Council to conduct an arbitration into allegations about the conduct or capacity of an Employee as provided for in section 188 A of the Act.

7.19.2 Despite clause 7.19.1 above, if the employee alleges in good faith that the holding of a Disciplinary Hearing contravenes the Protected Disclosure Act no 26 of 2000, that employee or the employer may require that the inquiry by arbitrator be conducted into allegations by the employer into the conduct or capacity of the employee

7.19.3 The request of an inquiry by arbitrator shall be filed in terms of the Rules for the Conduct of Proceeding before the Council as set out in Annexure 8 of the Main Collective Agreement

7.19.4 The provisions of section 138 and 142 of the Labour Relations Act, read with the changes required by the context, will apply to any inquiry by arbitrator.

7.20 DISPUTE RESOLUTION

7.20.1 Dispute about the interpretation and application of this policy shall be dealt with in terms of the dispute resolution mechanism provided for in the main collective agreement

7.21 EXEMPTIONS

7.21.1 Applications for exemption from this policy shall be dealt with in terms of the dispute resolution mechanism provided for in the main collective agreement

7.22 TRANSITIONAL PROVISIONS

7.22.1 Any disciplinary process instituted prior to this policy and not yet completed shall:

- be finalized in terms of the Disciplinary Procedure which were applicable at the time when the proceedings were instituted
- by mutual written agreement between the employee and the municipality, be finalized in terms of this policy

ANNEXURE A

A.1 CONDUCT AND SANCTIONS

1. STANDARD OF CONDUCT

1.1 Employees are expected to comply in every respect with the conditions of employment and collective agreements and any related regulation, order, policy and practice and to refrain from any conduct which would give just cause for discipline.

1.2 In particular, employees should:

1.2.1 Attend work regularly and punctually;

1.2.2 Conform to the reasonable dress and uniform requirements of the employer;

1.2.3 Perform their tasks and job responsibilities diligently, carefully and to the best of their ability;

1.2.4 Obey all lawful and reasonable instructions given by a person having the authority to do so;

1.2.5 Conduct themselves with honesty and integrity;

1.2.6 Request permission in advance for any leave of absence whenever possible;

1.2.7 Refrain from being absent from duty without leave or permission, except on good cause;

1.2.8 Refrain from accepting any other employment outside of normal working hours without the prior permission of the Department Head or Municipal Manager, which permission shall not be unreasonably withheld;

1.2.9 Refrain from any rude, abusive, insolent, provocative, intimidator or aggressive behaviour to a fellow employee or member of the public;

1.2.10 Refrain from willful or negligent behaviour, which may result in the damage of property;

1.2.11 Refrain from participating, either individually or with others, in any form of action, which will have the effect of disrupting the operations of the employer, other than actions contemplated by the Labour Relations Act;

1.2.12 Refrain from wrongfully disclosing privileged information; and

1.2.13 Refrain from consuming alcohol or using intoxicating drugs whilst on duty.

2. SANCTIONS FOR MISCONDUCT

2.1 In accordance with the Disciplinary Policy, any sanction that is imposed for misconduct will be intended to deter future repetition of that behaviour. The sanction imposed must be based on the seriousness of the offence and considering the employee's disciplinary record;

2.2 The imposition of discipline is progressive in that sanctions are to be applied with increasing severity with the repetition of the offence. Sanctions will generally be applied by first issuing a written warning and then a final written warning, except in cases of misconduct which would

constitute grounds for immediate dismissal or suspension without pay or the immediate imposition of a final written warning,

2.3 All written warnings and suspensions are to be recorded in the employee's personal file.

2.4 A written warning will remain valid and on the record of the employee for a period of six (6) months from the date of imposition.

2.4 A final written warning will remain valid and on the record of the employee for a period of nine (9) months from the date of imposition.

2.5 The employer may impose as a sanction a suspension without pay having regard either to the serious nature of the misconduct or the fact that there has been a previous warning or warnings for the same behaviour in which event the maximum period will be ten (10) days. In the event of a suspension in excess of five (5) days, the suspension without pay shall be spread over three (3) monthly pay periods;

2.6 A suspension without pay shall be regarded as a sanction more serious than a final written warning.

2.7 As a guideline, an employee may be dismissed on the first occasion for, inter alia:

2.7.1 Intimidation, fighting and or assault;

2.7.2 Theft, unauthorized possession of or malicious damage to the employer's property;

2.7.3 Being under the influence of alcohol or intoxicating drugs whilst on duty such that performance is seriously impaired or diminished;

2.7.4 The consumption of alcohol or intoxicating drugs whilst on duty if the nature of work to be performed is such that intoxication endangers the safety of the employee or that of others;

2.7.5 Any act of gross dishonesty;

2.7.6 Any act of gross negligence;

2.7.7 Gross insubordination;

2.7.8 Wrongful disclosure of privileged information;

2.7.9 Any act of bribery or corruption; and

2.7.10 Any other act of misconduct which would constitute just cause for dismissal.

ANNEXURE B

B.1 Disciplinary Process Flow Diagram

1. The Employer first becomes aware of an allegation of misconduct being made against an Employee.

2. The Employer (MM or his authorized representative) appoints an investigator to investigate the alleged misconduct. [Within a reasonable time]
 3. The investigator submits a report to the MM or his authorized representative [Within a reasonable time]
 4. The Municipal Manager or his authorized representative takes the decision that the Employee is to be charged. [Within a reasonable time]
 5. The MM or his authorized representative appoints an Employer Representative (Prosecutor) and a Presiding Officer. [Within a reasonable time - clause 6.6]
 6. The charge sheet (Notice of Misconduct) is drawn up by the Employer Representative and the Notice of Misconduct is served on the Employee.[Within 5 days of the appointment of the Employer Representative - clause 6.7]
7. The Disciplinary Hearing commences. [Not earlier than 5 days and not later than 15 days from the date of the service of the Notice of Misconduct - clause 6.10]

[The process set out in paragraphs 1 to 7 above shall take place within a reasonable time but not exceeding six months calculated from the first day that the Employer became aware of the alleged misconduct up to and including the first day of the Disciplinary Hearing - clauses 6 and 7 read in its proper context]

8. The Presiding Officer makes a finding on the evidence submitted. If the finding is one of not guilty, the matter is concluded. If the finding is one of guilty the parties lead evidence in mitigation and aggravation. The Presiding Officer issues a sanction and communicates his finding and sanction to the parties. [Within 10 days from the last day of the Disciplinary Hearing - clause 7.6]

9. The Employee may lodge an appeal against a finding and/or sanction less than a dismissal by filing a Notice of Appeal. [Within 5 days of receipt of Disciplinary Hearing finding and sanction - clause 15.2]

10. The Presiding Officer of the Disciplinary Appeal Hearing shall set a time, date and venue for the appeal hearing and notifies the parties thereof. [Not earlier than 5 days and not later than 10 days from the date of the service of the Notice of Appeal - clause 15.4]

11. Statements of Case are filed by the parties.

[At least two days prior to the date set for the Appeal Hearing - clause 15.11]

12. The Disciplinary Appeal Hearing takes place. [Not earlier than 5 days and not later than 10 days from the date of the service of the Notice of Appeal - clause 14.13]

13. The Chairperson of the Disciplinary Appeal Hearing makes his finding and communicates it to the parties. [Within 10 days of the Appeal Hearing taking place - clause 15.15]

14. In the case of a dismissal dispute the Employee may refer a dispute to the SALGBC. [Within 30 calendar days of being notified on the dismissal - Clause 15.1 read with section 191 of the Labour Relations Act]

8 DRESS CODE POLICY

8.1 PREAMBLE

In an attempt of ensuring that dress code is undertaken in a uniform and coordinated approach, Jozini Municipality is hereby adopting this policy.

8.2 PURPOSE

8.2.1 This policy seeks to set acceptable standards to guide employees as to what is deemed appropriate to wear to work. The formality of workplace dress is determined by the context and nature of work performed, as well as the level of interaction with internal and external clients.

8.2.2 The purpose of the policy is to ensure that the work attire of employees should complement a work environment that reflects an efficient, orderly and professional organisation, whilst allowing employees to work comfortably and safely in the workplace

8.3 SCOPES

8.3.1 This policy is applicable to all Jozini Municipality employees, including management.

8.4 DEFINITIONS

8.4.1 "**Accessories**" means additional items that compliment clothing. This may include jewellery, scarves, headdresses etc

8.4.2 "**Employee(s)**" means an employee as defined as per the Labour Relations Act 66 of 1995 as amended

8.4.3 "**Line Manager**" means an employee who has employee/s reporting to him/her and who manages this/these employee/s

8.4.4 "**Revealing clothing**" means clothing that exceed acceptable standards on modesty

8.4.5 "**Sun dresses**" means dresses suitable for beach wear and is normally worn over a bathing costume

8.4.5 "**Underwear that is showing**" refers to lacy dresses through which underclothes can be observed

8.5 GUIDELINES FOR DRESS CODE

8.5.1 Corporate Attire:-

8.5.1.1 Clothing should project a professional image. The following are deemed appropriate:-

8.5.2 Females:-

8.5.2.1 Blouses, skirts, tailored pants, dresses, jackets, jerseys, coats and suits

8.5.2.2 Hairstyles, jewellery, accessories, nail polish and make up should be stylish, well cared for and neat

8.5.2.3 Shoes should be neat, clean and compliment the clothing

8.5.3 Males:

8.5.3.1 Collared shirts with long or short sleeves, a tie, tailored trousers, sports jackets, blazers, jerseys, coats and suits

8.5.3.2 The wearing of ties is not compulsory, though preferred

8.5.3.3 Hairstyles, accessories and jeweler should be stylish, well cared for and neat

8.5.3.4 Shoes should be neat, clean and compliment the clothing

8.6 Protective clothing

8.6.1 Employees who have to wear protective clothing will be exempted from the above. This clothing must be kept in good condition and replaced when worn.

8.6.2 Where a uniform is supplied, the employee will be expected to wear it during working hours. This clothing must be kept in good condition and replaced when worn.

8.6.3 Traditional clothing is acceptable as far as it does not contravene the requirements on loose clothing as stipulated in the Occupational Health and Safety Act.

8.7 INTERNAL/EXTERNAL COURSES /WORKSHOPS/CONFERENCES/ SEMINARS/EXECUTIVE COMMITTEE AND COUNCIL MEETINGS

8.7.1 When attending internal /external courses/workshops/ conferences/seminars, employees are expected to dress according to the corporate wear description in paragraph 7.5.2 and 7.5.3 above, unless otherwise required by the relevant course presenter

8.7.2 When attending Executive Committee and Council Meetings employees are expected to dress according to the above corporate wear described in paragraph 7.5.2 and 7.5.3 above.

8.8 BUSINESS LUNCHESES/COCKTAILS/DINNERS

8.8.1 Corporate wear is required for business lunch/cocktail dinner

8.8.2 If so indicated, a black tie dinner will require the appropriate clothing for males and females

8.9 CASUAL DAYS

8.9.1 Modesty and good taste must be considered when choosing casual clothing for special and identified casual days

8.9.2 Employees should consider the business interactions expected on the relevant day, thus dressing appropriately is required

8.9.3 Friday should be casual day, therefore jeans, takkies and golf shirts may be worn.

8.10 SPORTS DAY

8.10.1 Jozini Municipality' gold shirt may be worn on special and identified sports day

8.10.2 Jozini Municipality's sportswear for specific sport should be worn in instances where there are employee sportswears

8.10.3 Employees who are present as spectators at the sports events may wear casual clothing

8.11 THE FOLLOWING CLOTHING IS REGARDED AS INAPPROPRIATE IN THE WORKPLACE:

- Clothing that reveals too much bare skin of the chest area, back, stomach and underwear/clothing that is see-through, or an observable lack of underwear,
- strapless tops
- body stockings
- tops or dresses with bare backs
- blouses or dresses showing cleavage or mid-riff
- sun dresses and beach wear
- shorts
- bermudas (unless wear with a formal shirt and / or jacket)
- jogging shorts except for sports day
- track suits and gym wear excepts on a sports day
- clothing with slogans except Jozini Municipality slogan
- takkies, including running shoes, except on sports day and Fridays
- beach sandals e.g. thongs, slip slops, etc
- torn and dirty shoes
- body studs except earrings
- caps and hats except for casual and sports day
- is not appropriate.

8.12. ROLES AND RESPONSIBILITIES

8.12.1 Employees need to project a professional, client orientated appearance that promotes and reflects the Municipality's image and value.

8.12.2 Dress must be clean, neat and tidy, in good repair and should fit correctly, i.e. clothing that is not oversized or undersized. Under most circumstances business-casual attire, is acceptable.

8.12.3 Where officials are required to attend high level meetings such as Council and/or Mayoral Committee meetings, to represent the Municipality in court or to engage clients in high level meetings or proceedings, they are required to be formally dressed.

8.12.4 Any clothing that has words, slogans, terms, or pictures that constitute hate-speech, infringe the rights and dignity of others, or are deliberately provocative is not appropriate.

8.12.5 Any articles of clothing or jewellery which may present a health and safety hazard for employees will be unacceptable

8.12.6 In those instances where employees do not adhere to the Dress Code, the disciplinary procedure will be followed

9. EMPLOYEE ASSISTANCE PROGRAMME POLICY

9.1 PURPOSE

9.1.1 The Employer acknowledges the value of its employees and admits that their well-being is to the benefit of Employees and the Employer. It is the intention of the Employer to provide reasonable assistance to those employees who may be in need of professional guidance, coaching, treatment and the like in order to promote their personal well-being and to ensure that employees are able to continue delivering a quality service to the Employer.

9.1.2 This Policy deals with the resolution of personal problems as well as work-related problems of Employees, both of which may have a negative effect on service delivery by the Employer.

9.1.3 The Employer shall procure the service of a professional service provider to perform a counselling service and to address and resolve matters where the Employees' conduct justifies or necessitates professional interference where possible.

9.1.4 This Policy provides a framework and guidelines to the Employer to deal with the Employees' behaviour and incapacity in order to create an environment that promotes the wellness of its Employees. It also serves as assistance to supervisors to identify and deal appropriately and in a confidential manner with the Employees' behaviour and incapacity in the workplace. Employees who experience problems relating to behaviour at home or work, of whatever nature it may be, and which may have a negative impact on their ability to perform the required standard of work, are encouraged to seek assistance to deal with those issues.

9.1.5 Any participation by an Employee in the programme shall be voluntary.

9.2 SCOPE

This Policy applies to all employees permanently appointed by this Employer and who have been in service for more than four months.

Employees appointed on fixed-term contracts and interns are also included in this Policy.

9.3 IMPLEMENTATION OF THE EAP

9.3.1 The EAP is a work-site based intervention Programme that is aimed at assisting the organisation in the early identification and resolving of employees' personal and work-related problems, which may adversely affect their level of performance and productivity.

9.3.2 Personal and work-related problems may include, but are not limited to; trauma, marital, family, health (including persons with disability), financial, legal, stress, alcohol / drug abuse, HIV/AIDS, absenteeism, low job satisfaction and personal conflicts with the Supervisor / Colleagues or any other appropriate incident as may be approved by the Head of Human Resources. .

9.3.3 Participation in the EAP does not replace Council's Disciplinary / Incapacity Procedures nor does it constitute employees being exempt from these procedures.

9.3.4 Participation in the EAP does not carry any negative implication for employee job security or career progression.

9.4 COUNSELLING SERVICES

The Employer will outsource the counselling function to a suitable and professional service provider.

9.4.1 Utilisation of EAP

The EAP can impact the operations of the municipality in a negative manner. The following steps should be applied to limit any negative impact that the EAP can have on operations:

- In order to minimise the negative impact on operational requirements, the utilisation of the EAP shall as far as possible be limited to lunch time and after work.
- Under special circumstances, the Director for a specific Department may approve the utilisation of such a service during normal working hours.
- It should, however, not exceed two-and-a-half hour sessions a week and should be arranged as far as possible during the lunch hour breaks.
- The Employee's supervisor must be notified of any appointment that an Employee may need to attend to during official working hours and whether the Director of that Department has granted permission for such consultation to take place during official working hours.
- The EAP provides professional and confidential assistance to the Employee by means of a referral and counselling service.
- The main objective of the EAP is to provide support and assistance to Employees to deal with matters identified and to endeavour to resolve those matters which can negatively affect job performance, whether from a misconduct or incapacity point of view.

9.4.2 Costs Management.

From a cost perspective, the EAP Policy Guidelines seek to balance the responsibilities of the Employer versus the responsibilities of the Employee for his/her own well-being:

- The Employer will budget for a fund called the EAP Vote. All expenditure relating to the EAP will be paid from this fund and will be administered by the Head of Human Resources.
- The Employer will be liable for financial support provided that the Employee pays 50% of the cost and further provided that funds are available. This amount includes all costs, e.g. transport costs to attend a rehabilitation centre.
- If the Counsellor is of the OPINION that the Employee needs further counselling/treatment, such treatment is for the Employee's own account.
- If circumstances warrant, the Employee or Counsellor may motivate why the Employer should assist with further costs for consultation/treatment.
- The relevant Director must liaise with the Head of Human Resources and then consider the merits of such motivation.
- The financial implications and allocation for the EAP must be taken into consideration by the Municipal Manager.
- The decision to approve further financial assistance will be influenced by each individual circumstance, the costs involved, availability of funds and the individual Employee's personal financial position.

9.4.3 Employee's Liability for Costs of Treatment

9.4.3.1 As a general rule, the Employee is personally responsible for the payment of expenditure for hospitalisation and specialised long-term treatment/assistance. Employees are therefore responsible for submitting medical claims for payment via their individual medical aid schemes.

9.4.3.2 If an Employee requires further assistance/treatment over and above those financed by the Employer the Employees are expected to claim such costs from their medical aid schemes.

9.4.3. If an Employee's medical aid scheme does not provide for the payment of such [further] treatment, or if the Employee does not belong to a medical aid scheme, or if the Employee's medical provision is exhausted, the Employee or Counsellor may motivate to the Employer to consider assisting the Employee in that regard. However, the Employer is under no obligation to pay any additional costs whatsoever.

9.4.4 Treatment for Substance Abuse

9.4.4.1 Substance abuse has a negative impact on colleagues and themselves and puts the municipality at risk. The following provisions address these matters.

9.4.4.2 Employees who report for duty whilst being under the influence of a substance [alcohol or drugs] present significant risk for the Municipality.

9.4.4.3 Being under the influence of a substance leads to serious workplace incidents, such as accidents and excessive absenteeism.

9.4.4.4 The EAP aims to offer assistance to Employees who have problems with the use of alcohol, whilst addiction to drugs is also covered.

9.4.4.5 When employees experience a problem with or addiction to alcohol or drugs, the Counsellor will investigate the problem and decide whether treatment in the form of rehabilitation or counselling is required.

9.4.4.6 If treatment in the form of rehabilitation is recommended, the Employee will be referred to a medical practitioner for a diagnosis with a view to consider the granting of sick leave and to invoke the medical benefits provided for by the Employee's medical aid. The medical practitioner must also provide guidance on the period that may be required for rehabilitation and the kind of rehabilitation treatment required.

9.4.4.7 The costs for specialised treatment, in-patient or long-term therapeutic services for the Employee must first be submitted to the applicable medical aid scheme for payment.

9.4.5 Employer's Contribution to the Promotion of Employee Wellness

9.4.5.1 One of the Employer's primary objectives of this policy is to make a significant contribution to the enhancement of Employees' physical health and health care. The provision of a health care service will contribute to the Employee's health and simultaneously enhance regular attendance at work:

9.4.5.2 During the month of September (or any other month selected by the employer) the Employer will arrange for free and voluntary HIV/AIDS rapid tests which Employees may utilise to check their status. These tests will be performed by an external institution and the results will be confidential and not be released to the Employer. The Employer will only be informed of the number of

Employees who tested positively for statistical purposes. Professional counselling will also be available to all Employees undergoing such tests.

9.4.5.3 Smoking is known for impacting negatively on Employees' health and for the loss of valuable production time, either as a result of time off to smoke or illnesses resulting from the smoking habit. The Employer is willing to contribute 50% to the purchase of a quit-smoking package which may assist employees to quit smoking. This provision will be limited to a single incident only.

9.4.5.4 The Employer will try to assist to negotiate a discount fee with fitness institutions, such as gymnasiums, to afford employees the opportunity to join a gym at a special discount rate. The Employer wishes to promote this special offer seriously, as scientific results have shown that fit Employees have a healthier lifestyle and that healthy Employees tend to render a better service.

9.4.6. Allocation of Leave or Sick Leave

9.4.6.1. If a medical practitioner diagnoses an Employee as being addicted to alcohol or drugs and recommends specialised treatment in the form of rehabilitation, the Employee may apply for the allocation of sick leave for the purpose of attending a rehabilitation centre for treatment purposes:

9.4.6.2 If the medical practitioner does not diagnose an Employee as being addicted to a substance, such an Employee will need to utilise normal vacation leave if leave of absence is required for treatment.

9.4.7 HIV/Aids Testing

9.4.7.1 It is the intention of this Employer to provide support to Employees affected by HIV and Aids and related diseases. The following serve as examples of the Employer's supportive attitude:

9.4.7.2 Elimination of unfair discrimination based on an Employee's HIV status.

9.4.7.3 Encouraging and providing voluntary counselling and testing.

9.4.7.4 Implementing awareness programmes, education and prevention programmes on HIV/Aids.

9.4.7.5 Provision of counselling services by a registered Counsellor contracted by the Employer for EAP purposes.

9.4.7.6 Involvement of the Department of Health to provide information sessions on promoting health-seeking behaviour.

9.4.8 Disciplinary Procedure

9.4.8.1 If the problem seems to be related to matters for which the EAP has been intended, supervisors should not hesitate to recommend to the Employee to utilise the provisions available in terms of the EAP.

9.4.8.2 In the above regard, liaison with the EAP Coordinator may assist in the timeous identification of any matter that the Employee may benefit from, if the provisions of the EAP are invoked in time.

9.4.8.3 It is important that any of the above persons shall treat any communication between an Employee and themselves in absolute confidence.

9.4.8.4 If an Employee reports the need for counselling to his/her supervisor, the supervisor should urgently liaise with the relevant Director.

9.4.8.5 If the Director approves the use of the provisions of the EAP Policy, the matter must be referred to the EAP Coordinator without delay.

9.4.8.6 The EAP Coordinator will facilitate the referral process with the service provider contracted for the rendering of counselling services.

9.4.8.7 Employees may elect to contact the EAP Coordinator directly, instead of through his/her supervisor.

9.4.8.8 The EAP Coordinator must then liaise with the Employee's Director and determine if the provisions of the EAP should be invoked.

9.4.8.9 The provisions of the EAP may be invoked for any of the predefined conditions.

9.4.9 EAP Coordinator (Employee Wellness Officer)

9.4.9.1 The Head of Human Resources will be responsible for the management of the EAP Policy.

9.4.9.2 The Head may identify an Employee in the Human Resources Division to act as Coordinator between the Employer and the service provider appointed to render counselling services.

9.4.9.3 The EAP Coordinator will liaise with the service provider to arrange for consultations to take place as far as possible during lunch hour breaks. Time-off for attending such counselling sessions will be provided to enable the employee to be on time for the counselling session and for late return to Office on completion of the counselling session.

9.4.10 Confidentiality

9.4.10.1 It is of utmost importance that all role-players should respect the confidentiality of the counselling process.

9.4.10.2 This includes any confidential information or communication by the Employee, especially that of a personal nature. Records and documentation must also be treated confidentially.

9.4.10.3 No information obtained as part of the EAP process may be revealed to any third party without the written consent of the Employee concerned.

9.4.10.4 The use of this service will not jeopardize an Employee's job security, limit promotional opportunities, or relieve the Employee of his/her responsibility to meet accepted job performance and attendance standards.

9.4.10.5 The personal case records of an Employee's counselling will be held in strict confidentiality by the EAP counselling service provider and may not be placed on an Employee's personal file.

9.4.11 Misuse and Abuse of this Policy

9.4.11.1 The implementation of this Policy is to enhance an Employee's wellness. The Employer provides special provision in terms of budgeting for the operation of this Policy and to monitor the sound execution and utilisation of this Policy.

9.4.11.2 Any misuse or abuse of this Policy will be viewed seriously and may lead to disciplinary action being taken. Employees are encouraged to utilise the positive objectives of this Policy in good faith.

9.4.11.3 Disciplinary procedures will also be invoked if any Employee is found to have breached the confidentiality clauses contained in this Policy.

9.4.11.4 This Policy must not be used to circumvent disciplinary action.

9.4.11.5 Where Employees are guilty of gross misconduct or repeatedly transgress the Code of Conduct, disciplinary action will follow and the Employer is not obliged to permit the Employee to invoke the EAP process.

9.4.12 Financial Implications

9.4.12.1 The Employer will budget for EAP purposes according to the financial ability of the Municipality.

9.4.12.2 The amount for counselling services and treatment will not exceed **R10 000** per Employee per annum.

9.4.12.3 All specialised treatments and treatments over and above **R10 000** per Employee will be for the Employee's own account; unless the Employee's medical aid scheme is responsible for the account.

9.4.12.4 The limit of R3 000 may only be exceeded if the Municipal Manager approves such payment in excess.

9.4.13 Data Collection

Data relating to this policy must be collated, interpreted, analysed against external benchmarks, and emerging trends in the municipality. These reports must be submitted to ensure that preventative measures can be updated to address emerging trends.

10. EMPLOYMENT EQUITY POLICY

10.1 PREAMBLE

10.1.1 The need to develop an employment equity policy is derived from the Constitution of the Republic of South Africa, 1996 and the Employment Equity Act, 55 of 1998.

10.1.2 Jozini Municipality is committed towards providing democratic and accountable governance and therefore acknowledges its mandate to take affirmative action measures to ensure equitable representation of suitably qualified people from designated groups in all occupational levels and categories.

10.1.3 To fulfil its mandate, commitments and act in compliance with legislation, Jozini Municipality will strive to realise employment equity implementation through this policy and its Employment Equity Plan.

10.2 PURPOSES

10.2.1 To provide a link between the legislative framework and the operational institutionalisation thereof in the municipality. It provides a governance tool for the Council that, with the buy-in of all role-players, will be the legitimate driving force for the implementation of employment equity in an organisation-specific manner and the development of an Employment Equity Plan which ensures that the Council remains accountable to the principles contained in this policy.

10.2.2 To transform and maintain Jozini as a non-racial and non-sexist institution that seeks to provide redress to previously disadvantaged individuals;

10.2.3 To identify and abolish all barriers and policies including unfair discrimination that hampers the employment of and/or advancement of employees

10.2.4 To implement affirmative action measures to redress the disadvantages in employment experienced by individuals from the designated groups namely Black people (including Africans, Coloureds, Asian and Chinese persons), women and persons with disabilities;

10.2.5 To optimise the potential of all employees in order to achieve municipal transformation as a national goal to enhance the performance of the municipality in serving the community and to achieve an effective and efficient administration.

10.2.6 To ensure that Jozini is broadly representative of its workforce profile.

10.3 SCOPES

This policy is applicable to all Jozini Municipality employees including management, councilors, and any other person who may associate with the Municipality in the course of performing their duties.

10.4. DEFINITIONS

10.4.1 Affirmative action in employment means all actions and interventions to eliminate past racial and gender imbalances, overcome barriers to equal employment opportunity, mobilise latent human resources and to offer opportunities for advancement to the previously disadvantaged in a planned and accelerated way. It includes measures to:

10.4.1.1 identify and eliminate employment barriers

10.4.1.2 further diversity in the workplace



10.4.1.3 make reasonable accommodation for people from designated groups to ensure they enjoy equal opportunities and are equitably represented in the workforce

10.4.1.4 ensure the equitable representation of suitably qualified people from designated groups in all occupational categories and levels in the workforce; and

10.4.1.5 to retain and develop people from designated groups and to implement appropriate training. Such measures include preferential treatment and numerical goals but exclude quotas and do not require from an employer to take decisions that would establish an absolute barrier to the prospective or continued employment of people who are not from designated groups.

10.4.2 Black people, mean Africans, Coloureds, Asians and Chinese of both sexes.

10.4.3 Capacity building means to develop the potential of employees through specific training, skills development and education.

10.4.4 Career pathing, means to map out a career path for an employee in accordance with his/her own competencies, skills and abilities.

10.4.5 Designated groups, means black people, women and people with disabilities.

10.4.6 Differentiation, means having differences between individuals or groups of people that is objectively justified, fair and defensible.

10.4.7 Disadvantaged, means any person or group deprived of rights who were subject to discrimination on the basis of race, gender or disability.

10.4.8 Discrimination , means any actions/decisions based on bias, prejudice or stereotyping that are taken against a person or group, resulting in their being treated differently or less favourably.

10.4.9 Employee, as defined in the Basic Conditions of Employment Act, Act 75 of 1997 and the Labour Relations Act, No. 66 of 1995.

10.4.10 Employment equity means the removal of discrimination and the implementation of affirmative action to create equality of environment and opportunity at work.

10.4.11 Equal opportunity means a situation where everyone has the same chance of applying for a benefit and confirms the right of any person to be protected against unfair discrimination and to be treated on personal merit.

10.4.12 Employment policy or practice , means recruitment procedures, appointment process, job classification and grading, remuneration employment benefits and terms and conditions of employment, job assignments, working environment and facilities, training and development, performance evaluation systems, promotion, transfer, demotion, disciplinary measures.

10.4.13 Job enrichment means a process through which the existing job content of a post is upwardly adjusted in accordance with the development abilities displayed by the incumbent of the post.

10.4.14 Merit, means well-deserved, earned recognition for superior job performance.

10.4.15 Municipality means the Council and its employees.

10.4.16 People with disabilities means people who have a long term or recurring physical or mental impairment which substantially limit their prospects of entry into, or advancement in, employment.

10.4.17 Potential means the identified potential for development of an employee/prospective employee as determined by a validated and culturally unbiased assessment.

10.4.18 Practical and legal necessity, mean situations where decisions must be taken based on legal and practical requirements to be met to ensure the smooth running of the organisation.

10.4.19 Prejudice, means having a preconceived opinion or especially in the negative sense, a biased and partial view about something or someone.

10.4.20 Relevant labour market refers to the economically active people between the ages of 18 and 65 within the jurisdictional area of Jozini Municipality.

10.4.21 Senior and middle management refers to persons in a supervisory position.

10.4.22 Skills assessment means a culturally unbiased assessment of a person's latent or actual skills.

10.4.23 Suitably qualified, refers to criteria based on any one or a combination of formal qualifications; prior learning; relevant experience; or capacity to acquire, within a reasonable time, the ability to do the job.

10.4.24 Trade union, means a trade union recognised by the Jozini Municipality, i.e. SAMWU and IMATU.

10.5. LEGAL FRAMEWORK

10.5.1 Employment Equity Act

10.5.2 Skills Development Act

10.5.3 Labour Relations Act

10.5.4 Occupational Health and Safety Act

10.5.5 Basic Conditions of Employment Act

10.5.6 Promotion of Equality and Prevention of Unfair Discrimination Bill, 57 of 1999

10.6. FUNDAMENTAL PRINCIPLES

10.6.1 As a designated employer in terms of the Employment Equity Act, 1998; it is the duty of the Jozini Local Municipality to consult, draft and implement an Employment Equity Plan.

10.6.2 In order to achieve equity in the workplace, the Municipality will:-

10.6.2.1 Promote equal opportunity and fair treatment in employment through the elimination of unfair discrimination;

10.6.2.2 Implement affirmative action measures to redress the disadvantages in employment experienced by designated groups, in order to ensure their equitable representation in all occupational categories and levels in the workforce.

10.6.2.3 The Employment Equity plan can only be effective and efficient if all role players are committed thereto, and therefore, the Municipality has consulted with the Employment Equity Committee members in the drafting of this plan, and all employees, including management and unions are seen as full partners in the adoption and successful implementation of this plan.

10.6.2.4 The Jozini Local Municipality is committed to the spirit of the Employment Equity Act, 1998; and supports the sentiments expressed in the preamble of the act as set out hereunder:

10.6.2.5 Recognizing: That as a result of apartheid and other discriminatory laws and practices, there are disparities in employment, occupation and income within the national labour market; and that those disparities create such pronounced disadvantages for certain categories of people that they cannot be redressed simply by repealing discriminatory laws.

10.6.2.6 Therefore, in order to: Promote the constitutional right of equality and the exercise of true democracy;

10.6.2.7 Eliminate unfair discrimination in employment;

10.6.2.8 Ensure the implementation of employment equity to redress the effects of discrimination;

10.6.2.9 Achieve a diverse workforce broadly representative of our people; Promote economic development and efficiency in the workforce;

10.7. CONSULTATION AND COMMUNICATION

10.7.1 In accordance with legislative requirements, the Municipality has consulted the EE Committee and will further do so as required in respect of any further analysis of its employment policies and practices (as defined), an update of numerical goals based on the relevant labour market (as defined), the implementation and annual update of the EEP to record progress and the Employment Equity Report (EER) submitted on an annual basis to the Department of Labour.

10.7.2 Copies of this policy and the EEP will be distributed to all parties that take part in the consultative processes of the EE committee. The Municipality will in co-operation with the EE Committee, ensure that all employees take note of this policy and the EEP through it being made available for copying and perusal by employees at the main and regional offices of the Municipality. Circulars and messages on official notice boards will inform all employees of the availability of this policy and the EEP as well as the annually updated EEP to make progress visible. This policy and EEP will also be available in electronic format via e-mail and will be posted on the official website of Jozini Municipality.

10.7.3 The Municipality has and will proceed to display a summary of the EEA on its notice boards. Should it be needed, the Municipality will in consultation with the EE Committee, design and implement awareness in respect of diversity management and what is considered discriminatory practices. In the latter regard the Municipality is in the process of adopting a Sexual Harassment Policy, which will be communicated to all employees.

10.7.4 Consultation takes place on a monthly basis as per the Council's meeting cycle and will, as is currently the case, as far as possible aim to reach consensus decisions or a sufficient degree of agreement to ensure the buy-in of all role-players.

10.8. MONITORING AND EVALUATION

10.8.1 The implementation of this policy and the EEP will be monitored by the parties as indicated in this policy with particular emphasis on:

- Ensuring the realisation of the purpose and principles as stated;
- Awareness, consultation and communication taking place as stated;
- The employment equity objectives being actively pursued;

- ✨ The workplace profile being correctly applied and progress of its implied percentages monitored; and
- Reporting to the Department of Labour taking place as prescribed.

11. EXIT MANAGEMENT POLICY

11.1 PREAMBLE

The policy ensures that all matters between the Municipality and the employee are suitably finalised when the employee's employment comes to an end. These procedures are to be followed whenever employees cease employment with the Municipality.

11.2 POLICY PURPOSES

The policy aims to achieve the following outcomes:

- 11.1.1 All the relevant role players are informed of the procedures which follow the decision to terminate employment.
- 11.1.2 HR management receives timely and complete advice which enables the efficient processing of the termination of employment and the accurate calculation of termination payments.
- 11.1.3 Employees leaving the Municipality have the opportunity to provide feedback on the nature and organisation of their work.
- 11.1.4 Procedures are put in place to review this feedback and consider its implications for municipal policies and procedures.
- 11.1.5 Workgroup managers have more effective control over workgroup resources.
- 11.1.6 Access to municipal systems and resources is controlled more effectively; and
- 11.1.7 Employees leaving the Municipality are informed of and formally acknowledge their on-going obligations with regard to confidentiality and intellectual property rights.

11.1.8 The following apply to all situations where an employment contract between an employee and the Municipality is ended and includes the termination of employment through resignation, retirement, the completion of contract employment, permanent transfer to another government agency, or dismissal.

- To enable improved management of municipal systems and resources.
- To enable the Municipality to benefit from employee feedback.
- To improve the efficiency of the process of terminating employment.
- To ensure that all municipal equipment is returned and all financial obligations to the Municipality have been paid.
- To ensure that all outstanding payments due to the employee are appropriately calculated.
- To ensure that the employee has delivered all outstanding deliverables assigned on the due dates.

11.2. POLICY SCOPE

This policy applies to all individuals employed by the Municipality and the relevant supervisors

11.3. DEFINITIONS

The following definitions are applicable to this policy:

“Resignation” - a formal notification of leaving a paid or unpaid job.

“Interview” - a meeting during which somebody is asked questions, e.g. by a prospective employer.

“Record of Interview” - a transcript, report on, or recording of an interview.

“Notification” - to announce or report something officially, or make something officially known.

11.4. LEGISLATIVE FRAMEWORK

The following are applicable to this policy and where the content of the policy are misaligned the legislative prescript will prevail.

The Basic Conditions of Employment Act, 1997 (Act No.75 of 1997)

The Labour Relations Act, 1995 (Act No. 66 of 1995)

Compensation for Occupational Injuries and Diseases Amendment Act [Act 130 of 1993]

Local Government: Disciplinary Regulations for Senior Managers (Government Notice No. 344), as published in Government Gazette No. 34213.

(Please ensure that latest legal prescripts are consulted when implementing and reviewing the policy as the municipality remains responsible and accountable for legal compliance.)

11.5. GENERAL PROVISIONS

The following section provides elements required for a successful exit management process.

11.5.1 RESIGNATION NOTIFICATION

Employees are required to provide timely and appropriate written advice of their intent to terminate employment with the Municipality according to the conditions of employment specified in the acts, regulations and their employment contract.

Where a person's employment is to be terminated for any other reason, for example death or dismissal, HR needs to be aware of the relevant implications for the effective management of these procedures.

11.5.2 HR MANAGEMENT

All process related to the termination of service should be managed by the HR departments who should also be the custodians of relevant records on completion of the processes. HR should interact with all role players in the process and have a process in place to validate the information captured on the relevant forms by them.

11.5.3 RESIGNATION CLEARANCE FORMS

Upon receiving a notification that an employee service will come to an end, HR should provide a clearance checklist to the employee. HR should develop and maintain the clearance form.

The clearance form should list the relevant tasks that must be completed, whose responsibility it is and a task signoff area against each task to capture the signature of the relevant official, indicating that the task has been completed. The form should indicate the responsibility of each party.

The employee must collect all the required signatures from the relevant officials indicating that there are no outstanding matters.

The checklist also serves as a notification to the relevant official that the employee's service is being terminated.

11.5.4 NOTIFICATION TO FINANCE

HR should notify the internal finance department of the termination of employment and obtain assurance that all outstanding claims have been processed. Information regarding any un-processed claims must be obtained and used during the final salary reconciliation.

11.5.5 NOTIFICATION TO INFORMATION TECHNOLOGY

HR should notify the head of the internal IT department of the termination of employment and obtain assurance that all IT equipment issued and assigned to the employee has been returned, and that the municipal data are returned.

11.5.6 NETWORK AND HARD DRIVE FILES

The head of the IT department is to ensure that the employee's work and personal files are to be copied, moved and/or deleted as appropriate. Care needs to be taken that any required business files and records are retained and remain accessible. Files to check include:

- e-mail;
- shared, group and/or personal drives; and
- hard drives.

Emails received and replied to should be forwarded automatically to the supervisor for the remainder of the employee tenure.

Employee Access Control to IT Infrastructure must be limited to read and view only and right to delete must be removed.

A suitable final date for access to IT infrastructure should be determined on a case by case basis and agreed upon by the Supervisor, head of IT and Head of HR.

11.5.7 SECURITY AND ACCESS

The following items must be returned upon receiving the notice of termination:

- access security card(s), swipe card(s) and/or keys;
- municipal name tag(s)/badge(s); and
- office, cabinet and/or safe keys.

11.5.8 OFFICIAL VEHICLE

The supervisor is required to ensure that all access to government vehicles is cancelled, paperwork is up to date, outstanding claims are lodged and reimbursements made. For example this includes the return of:

- all car keys and remotes*;
- Owner's manual*;
- Service log book*;
- Travelling log; etc.
- Approved Vehicle Inspection report.

11.5.9 NOTIFICATION TO SUPERVISOR

Upon the receipt of an employment-termination notification HR should inform the supervisor and head of the relevant departments accordingly.

Control processes linked to the employee's responsibility must be reassigned.

The supervisor should make a recommendation on the actions required on any outstanding deliverables and or work in progress.

The supervisor is required to arrange for any departmental files held by the employee to be returned and filed appropriately. Any electronic files held by the employee that include business-critical information are to be copied and/or made accessible on the appropriate network(s).

11.5.10 RECONCILE LEAVE REGISTER

Upon receipt of the employee's resignation HR should reconcile the outstanding leave records of the employee to determine the leave balance.

11.5.11 DELEGATIONS SIGNATURE AUTHORISATIONS

The employee's delegated authority must be terminated timeously and aligned with the specific 11.

11.5.12 OTHER DEPARTMENTAL RESOURCES

The workgroup manager is responsible for arranging the return or appropriate reimbursement for any other departmental resources issued or loaned to the employee. For example:

- credit card(s)
- library resources and loans;
- manuals, curriculum, policy and procedural documents;

- teaching materials, team resources and/or text books.

11.5.13 OFFICE AND HOME OFFICE EQUIPMENT

The HR is required to arrange for all office and home office equipment to be returned. For example:

- mobile phone and/or pager;
- home office equipment

11.5.14 FINAL SALARY CALCULATIONS

HR should calculate the final salary and should include the following items as part of the final calculation;

- Reconciliation of all third party deduction.
- Outstanding reimbursements.
- Final Income Tax deduction.
- Reconciliation of medical benefit contribution.
- Reconciliation of retirement benefit contribution.
- Any deductions relating to lost equipment, assets assigned to the employee or other outstanding financial obligations the employee might have towards the Municipality.

11.5.15 EXIT INTERVIEW

It is important to ensure that employees leaving the department have the opportunity to provide feedback on the nature and organisation of their work, either through a written Exit Report or a face-to-face Exit Interview, which must take place before the last day of employment and be performed by HR.

This will enable the Municipality to have more effective control over resources and ensure that exiting employees are informed of and formally acknowledge their on-going obligations with regard to confidentiality and intellectual property rights.

Feedback received via either of these methods must be reviewed and considered in relation to departmental policies and procedures. Any reports completed by employees are to be kept by HR to determine if further action requires escalation to the appropriate management level.

The HR Manager will conduct the exit interview.

11.5.16 ONGOING OBLIGATION

Employees leaving the Municipality are informed of and formally acknowledge their on-going obligations with regard to confidentiality and intellectual property rights.

11.5.17 EMPLOYEE CLEARANCE CHECKLIST

The employee will complete the official clearance checklist of the municipality and will obtain the relevant signatures from the departmental official that indicates that the resignation is acknowledged and that there are no outstanding matters between the employees and the various departments.

12 GRIEVANCE POLICY

12.1 PREAMBLE

A grievance is any dissatisfaction or sense of injustice, or unfairness felt by a staff member in connection with his/her work or employment situation that is brought to the attention of the person(s) in charge of the staff member.

This procedure shall be deemed a condition of service.

12.2 PURPOSES

12.2.1 The objective of this grievance procedure is to ensure substantive and procedural fairness to resolve problems as quickly and as close to their source as possible and to deal with conflict through procedural and consensual means.

12.2.2 This procedure is a product of collective bargaining and the application thereof is peremptory.

12.2.3 No employee shall suffer victimisation or occupational prejudice as a result of lodging a grievance.

12.2.4 The parties shall disclose relevant documents which may assist to resolve a grievance to one another save that no party will be required to disclose information:

- That is legally privileged
- That the employer cannot disclose without contravening a prohibition imposed on the employer by any law
- That is confidential, if disclosed, may cause substantial harm to an employee or employer
- That is private personal information relating to an employee unless that employee consents to the disclosure of that information

12.2.5 Nothing in this grievance procedure shall prevent a union from pursuing a dispute in its own capacity in terms of any agreed or other disputes procedure provided it has the right in law to pursue such dispute

12.3. PROCEDURE

12.3.1 STEP ONE: IMMEDIATE SUPERIOR

12.3.1.1 An aggrieved employee or group of employees must lodge in writing with his immediate superior a grievance on the prescribed form setting out the complaint and the desired result. Such an employee may, if he so wishes be assisted by a shop steward, fellow employee or union official.

12.3.1.2 Should the grievance concern the conduct of the employee's immediate superior, the employee may proceed directly to Step Two provided that he submits the grievance on the prescribed form.

12.3.1.3 The immediate superior shall, in consultation with the affected employee(s), endeavor to resolve the grievance within ten (10) days of the grievance having been referred to him and shall inform the employee of the outcome in writing. An employee may, if he / she so wishes, be assisted by a shop steward, fellow employee or union official

12.3.2 STEP TWO: HEAD OF DEPARTMENT

12.3.2.1 If a grievance has not been resolved to the satisfaction of the aggrieved employee or group of employees, the immediate superior shall refer the matter in writing within ten (10) days to the Head of Department or his / her nominee

12.3.2.2 The Head of Department or his / her nominee shall arrange a meeting to consult and hold discussions with the affected parties in an attempt to achieve a resolution. The employee may be assisted by a fellow employee, shop steward or union official at such a meeting and the immediate superior may also be required to attend.

12.3.2.3 The Head of Department or his / her nominee shall endeavour to resolve the grievance within ten (10) days of the grievance being referred and shall inform the employee of the outcome in writing.

12.3.3 STEP THREE: MUNICIPAL MANAGER

12.3.3.1 If the grievance has not been resolved to the satisfaction of the aggrieved employee or group of employees, the Head of Department shall refer it to the Municipal Manager or his nominee within ten (10) days in writing who shall hold an enquiry into the grievance, attended by the employee, his representative, if required, and any other persons who, in the opinion of the Municipal Manager or his nominee should attend.

12.3.3.2 The Municipal Manager or his nominee shall hear details of the grievance including proposals to resolve the issue and shall endeavour to reach a decision within ten (10) days.

12.3.3.3 The Municipal Manager shall inform the employee in writing of the outcome of the hearing as envisaged in 11.3.3.2 above, and such decision shall be final in terms of this procedure

12.3.3.4 If the grievance has not been resolved to the satisfaction of the aggrieved party, that party may refer the grievance to the South African Local Government Bargaining Council for adjudication.

ANNEXURE A

12.4 GRIEVANCE FORM "1"



GRIEVANCE FORM

NAME OF DEPARTMENT:														
PERSONAL DETAILS														
To be completed by employee/s (If more than one employee, attach separate sheet)	Name of Employee (<i>Print</i>):													
	Employee No.:													
	Nature of Grievance:													
	Desired Solution:													
Signature of Employee:						Date:	C	C	Y	Y	M	M	D	D
STEP 1														

To be completed by immediate superior within 10 working days of receipt of grievance	Name (<i>Print</i>):																			
	Date Received:																			
	Results of Discussions with Employee:																			
	Signature of Immediate Superior:											Date:	C	C	Y	Y	M	M	D	D
	Comments of Employee:																			
	Signature of Employee:											Date:	C	C	Y	Y	M	M	D	D

To be completed by Immediate Superior and handed to Grievor	ACKNOWLEDGEMENT OF RECEIPT OF GRIEVANCE FORM																		
	Name (<i>Print</i>):																		
	Employee No.:																		
	Name of Immediate Superior:																		
	Signature:											Date:	C	C	Y	Y	M	M	D

STEP 2																
To be completed by Grievor	Name (<i>Print</i>):															
	Date Received:															

	Results of Grievance Investigation and Decision of Head of Department or Nominee:												
	Signature of Head of Department or Nominee:				Date:	C	C	Y	Y	M	M	D	D
	Comments of Employee:												
	Signature of Employee:				Date:	C	C	Y	Y	M	M	D	D
	Name of Shop Steward or Union Official:												
Signature of Shop Steward or Union Official:				Date:	C	C	Y	Y	M	M	D	D	

STEP 3

To be completed by Director: Executive Corporate or Human Resources Manager within 5 working days of receipt	Name (<i>Print</i>):												
	Date Received:												
	Results of Grievance Investigation and Decision of Director: Executive Corporate Human Resources Manager:												
	Signature of Director Corporate or Human Resources Manager				Date:	C	C	Y	Y	M	M	D	D
	Name of Shop Steward or Union Official:												

	Signature of Shop Steward or Union Official:		Date:	C	C	Y	Y	M	M	D	D
STEP 4											
To be completed by Municipal Manager or Nominee within 5 working days of receipt	Name (<i>Print</i>):										
	Date Received:										
	Results of Grievance Investigation and Decision of Municipal Manager or Nominee:										
	Signature of Municipal Manager or Nominee:		Date:	C	C	Y	Y	M	M	D	D
	Name of Shop Steward or Union Official:										
Signature of Shop Steward or Union Official:		Date:	C	C	Y	Y	M	M	D	D	

13. HOME OWNERS ALLOWANCE POLICY

13.1: PREAMBLE

The Home Owner's allowance shall be extended to all employees, subject to the requirements of the scheme, which provides for a subsidy in respect of a mortgage bond to a maximum amount, as agreed to by the parties from time to time during wage negotiations.

13.2. PURPOSES

11.2.1 This policy seeks to provide officials with the principles regarding housing allowance for the Jozini Municipality.

13.3. SCOPES

This policy is applicable to permanent employees or on a fixed term contract (temporary contracts are excluded) of Jozini Municipality who meet the requirements regulating the payment of the said allowance. All qualifying employees are entitled to the housing allowance as per SALGA rate.

13.4. DEFINITIONS

13.4.1 "**Employee**" means a person employed by Jozini Municipality

13.4.2 "**Municipality**" means Jozini Municipality

13.4.3 "**MM**" means Municipal Manager

13.4.4 "**HOD**" means a person appointed to be in charge of the Department

13.4.5 "**EXCO**" means members of the Executive Committee appointed in terms of S45 of the Municipal Structures Act

13.4.6 "**Immediate family**" means the spouse and dependents

13.4.7 "**Spouse**" means a person registered with the employer as the lawful husband / wife or a life partner (including same sex)

13.5. LEGAL FRAMEWORKS

13.5.1 Conditions of Service

13.5.2 Main Collective Agreement

13.6. CONDITIONS OF HOME OWNERS ALLOWANCE

13.6.1 An employee should own (hereafter referred to as a home owner) a home to qualify for the Housing Allowance, provided that he/she meets all the other qualifying requirements set out in this determination.

13.6.2 The housing allowance shall be paid for one home only

13.6.3 The housing allowance shall be paid for one spouse only if both spouses are in the employ of a Municipality, unless for operational reasons they are stationed in different magisterial district and occupy and maintain two separate homes

13.6.4 The home in respect of which the employee applies for a housing allowance must be registered in his / her name

13.6.5 An employee should have a mortgage bond to qualify for the home owner's allowance

13.6.6 The subsidy will be paid for period of twenty years. If there is still an outstanding amount on the bond the balance will be carried by the employee

13.6.7 If the bond is paid up before the twenty years the subsidy will fall away

13.6.8 The home in respect of which the employee receives the home owner's allowance must be located within the borders of the Republic of South Africa.

13.6.9 An employee, who wishes to access the Housing Allowance Scheme, must submit the prescribed documentary proofs with his/her application for a Housing Allowance. Failure to do so or submitting incomplete/invalid documentation may result in the delay/refusal of the application.

13.6.2 Exclusion:

13.6.2.1 Subsidy will not be paid in the absence of a bond

13.6.2.2 Subsidy will not exceed the period of twenty years

13.6.3 Value of the Housing Allowance:

13.6.3.1 The value will be determined by the Bargaining Council on yearly basis

13.6.3.2 The monthly home owner allowance is revised on the first day of each quarter based on the weighted average interest rate levied by the major financial institutions as on 1st January, 1st April, 1st July and 1st October

13.7 NEW HOUSING DISPENSATION

13.7.1 The Collective Agreement further outlines the "investigation" that the Bargaining Council shall commission to ensure the determination of the **new Housing Dispensation** for local government sector which will address the employees that are deemed to be in the "gap market".

13.7.2 The latter category of employees has been defined as those whose income is regarded as too low to access bank funded housing finance (mortgage finance), but too high to qualify for the national government's free-basic housing subsidy scheme.

13.7.3 In an effort to ensure the fair treatment to all local government employees and particularly to those who are referred to as falling in the "gap market", the Collective Agreement has made a provision for the payment of a "**non-pensionable allowance**" of **R350. 00** to all qualifying employees.

13.7.4 Employees that qualify for the latter non-pensionable allowance are those that, after the implementation of the salary increase as outlined in A, above, will be **earning R8 000. 00 "basic salary" and below**.

13.7.5 The said employees should also not be enjoying the current government housing scheme benefit. In other words, if an employee already inhabits the **RDP house**, he/ she **will not qualify** for the R350. 00 non-pensionable allowance.

13.8 GENERAL MEASURES

13.8.1 An employee is obliged to notify Corporate Services/ the Human Resource Unit each time in writing of any changes that affects his/her eligibility for the Housing Allowance.

13.8.2 If an employee sells her/his home, the payment of the Housing Allowance will stop. The employee may re-apply for the Housing Allowance on the new home he/she purchases.

13.8.3. If an employee fails to inform the Human Resources Unit of any changes affecting his/her eligibility of the Housing Allowance, the Human Resources Unit shall immediately stop the Housing Allowance and recover the monies which have been over-paid. The Human Resources Unit should consider instituting the disciplinary process, if necessary.

13.9 ANNEXURE

13.9.1 APPLICATION FORM FOR HOME OWNER'S ALLOWANCE

Must be completed by the official.

(NB: If this application form is incomplete in any respect, or if any of the required documents have not been attached, no homeowner's allowance will be paid to you)

Personal particulars

Full name: _____

Pay number: _____

Identity number: _____

Tel (W): _____

Cell: _____

Marital status: _____

Sex: _____

Does your husband/wife receive any form of housing aid from his/her employer?

If "yes", state the amount per month _____

Who is his/her employer? _____

His/Her employer's telephone number _____

Particulars in respect of which a homeowner's allowance is applied for

Street name and number: _____

Flat name and number: _____

Suburb: _____

City/Town: _____

Are you leasing the dwelling/property or a portion thereof _____

If "yes", state the amount per month R _____

Purchase price of property: R _____ **Application for**

Homeowner's Allowance

Particulars of another dwelling/other dwelling registered in your husband/wife's name

(Indicate that which is applicable with an X)

My husband/wife and/or I do **NOT** own another dwelling which has been paid in full/has not yet been paid in full and in respect of which he/she/I previously received a subsidy/homeowner's allowance.

My husband/wife and/or I **DID NOT** previously sell another dwelling which belonged to him/her/us/me and in respect of which he/she/I received a subsidy/homeowner's allowance.

My husband/wife and/or **I DID** previously sell for the sum of R
another dwelling which belonged to him/her/us/me in respect of
which he/she/I received a subsidy.

Signed at _____ on this
day _____ of 20 _____

SIGNATURE OF APPLICANT _____ DATE _____

14 HOURS OF WORK

14. 1 PREAMBLE

In an attempt of ensuring that Hours of Work is undertaken in a uniform and in a systematic approach Jozini Municipality is hereby adopting Hours of Work policy.

14.2 PURPOSE

14.2.1 The purpose of this policy is to ensure that employees adhere to the hours of work in terms of the Basic Conditions of Employment Act read in conjunction with the Collective Agreement on the Conditions of Service in respect of the Hours of Work.

14.2.2 To ensure that there is uniformity in the hours of work, for which employees are remunerated.

14. 3 SCOPE

This policy is applicable to all employees of Jozini Municipality.

14.4 DEFINITION

14.4.1 Hours of Work “means hours d an employee normally has to work during the week or on a working day

14.4.2 Employee “means any person, excluding an Independent Contractor who works for the Municipality and who receives or is entitled to receive any remuneration or any person who is in any manner assist in carrying on or conducting the business of the municipality”.

14.4.3 Employer “means Jozini Municipality”

14.5: LEGAL FRAMEWORK

This policy is governed by the following legislation:

14.5.1 Basic Conditions of Employment Act

14.5.2 Condition of Service and Collective Agreement

14.5.3 Labour Relations Act

14.6 HOURS OF WORK PRINCIPLES

14.6.1 All employees except the Municipal Manager and Heads of Department are to complete a pre-printed Attendance Register, which is to be checked and signed by the Head of Department once a month

14.6.2 Heads of Departments are assigned with the responsibility to ensure that employees adhere to the hours of work

14.6.3 Employees that are constantly late for work are to be counselled about their conduct. Should the late coming persist the matter is to be referred to HR in writing together with any documents pertaining to the counselling

14.6.4 Failure to adhere to the discipline of the employee where necessary will result in disciplinary charges instituted against the Head of Department / Immediate Supervisor

14.7 EMPLOYEE HOURS OF WORK

14.7.1 ADMINISTRATIVE EMPLOYEES

14.7.1.1 The working hours for the Administrative employees are:

08H00 – 13H00

13H30 – 16H30 with 30 minutes lunch break

14.7.2 NIGHT SHIFT EMPLOYEES

14.7.2.1 The working hours for the Shift employees are:

06H00 – 18H00

18H00 – 06H00 with 1 hour lunch break

15. INDUCTION POLICY

15.1 PREAMBLE

Induction is the process of introducing new employees to the workplace. Jozini Municipality commits itself to assist new employees to integrate into the culture of the Municipality and to acquaint themselves with details of the requirements of the job as quickly as possible.

15.2 PURPOSES

15.2.1 The purpose of this policy is to provide guidelines and framework to enable and facilitate the integration of new employees into the Municipality. Another purpose is to familiarize the new employees with the Municipality within which they will be working in order for them to become effective team member as soon as possible.

15.2.2 It is the aim of the Municipality to ensure the staff induction is dealt with in an organized and consistent manner to enable staff to be introduced into a new position and working environment quickly so that they can contribute effectively and efficiently.

15.2.3 Further objectives of the induction programme include:

- establishing relationship with coworkers including manager and other colleagues
- creating a sense of belonging among employees by showing them how their job fits into the overall organization
- indicating the required behavior pattern and for effective job performance

15.3 SCOPES

This policy is applicable to all employees within the Municipality including existing employees who have been promoted and transferred within the Municipality. All newly appointed employees shall participate in an Induction Process initiated by the HRD in consultation with placing or hiring department. Induction should be done on quarterly basis.

15.4 DEFINITIONS

15.4.1. **“Employees induction”** means to introduce employees into a system of doing things

15.4.2 **“Employees orientation”** means to make the employees familiar with or adjusted to specific Municipality circumstances.

15.5 LEGAL FRAMEWORKS

This policy is governed by the following legislation:

15.5.1 Labour Relations Act (Act 66 of 1995)

15.5.2 Basic Conditions of Employment Act

15.5.3 Employment Equity Act (act 55 of 1998)

15.6 PROCEDURES

The actions to be taken by the line manager or HOD to induct new employees are as follows: The same process could be used for any current employee who has moved into a new job.

15.6.1 BEFORE THE EMPLOYEE STARTS EMPLOYMENT.

15.6.1.1. Prepare the working area and organize any equipment necessary and have all documents ready for the new employee to read.

15.6.1.2 Prepare induction checklist including all items that need to be covered and that need to be done. The induction can be spread over a period of a week or weeks depending on the nature of the job.

15.6.1.3. Make sure that the key people are involved and briefed in the induction process.

15.6.2 DURING THE INDUCTION

15.6.2.1. Ensure that when they arrive they are made feel welcome

15.6.2.2 HRD will take off a new employee through the first day

15.6.2.3 Monitor progress using the induction checklist

15.6.2.4. Ask the feedback during and after the process to check if they haven't missed anything, ask them to sign to show it has been covered and completed.

15.6.2.5. Ensure that employee understands and is familiar with all aspects of the business and work environment including but not limited to:

- Terms and conditions of employment
- Policies, procedures and rules governing the employment
- Municipality structure
- Performance contract or job description

15.7 ACTIONS CHECKLIST

15.7.1 Pre-Arrival

	Date	Signature
Prepare office space		

Prepare induction file which will include the following: Offer Letter Pension Forms Banking Details Personal Information Job Description		
Request PC		

15.7.2 Arrival

	Date	Signature
Introduce the new employee to other colleagues and show him / her his or her place of work		
Familiarize new employee within the following: Municipal structure and functions Brief tour of office environment Any other related policies		

16. INJURY ON DUTY POLICY

16.1 PREAMBLE

The policy addresses health environment, risks and quality management for purposes of optimal occupational health and safety of employees, the safety of citizens and also the sustainability of the environment, the management of occupational and general risks and quality of government products and services

16.2 PURPOSES AND OBJECTIVES

The purpose of this policy is to:

16.2.1 Inform employees who are injured on the job, regardless of its severity to report it within 24 hours to the relevant officials

16.2.2 Provide procedures with regards to reporting the injury on duty accidents

16.2.3 The objective is to prevent any occupational injuries and illness to Jozini Municipality employees in the workplace, by:

16.2.3.1 Ensuring effective and efficient health and safety systems are in place.

16.2.3.2 Ensuring that injuries are reported and dealt with timeously.

16.2.3.3 Ensuring the physical safety and well-being of all staff

16.2.3.4 Developing a framework of procedures whereby all injuries are dealt with in a competent and safe manner

16.2.3.5 Providing training staff development and the effective use of outside expertise so that employees have access to proper interventions

16.2.3.6 Complying with all legislation relating to safety and welfare at work

16.3 SCOPES

This policy applies to all permanent employees of the Jozini Municipality; interns & learners, contract workers, job applicants and visitors and all people dealing Jozini Municipality.

16.4 DEFINITIONS

In this policy, unless the context indicates otherwise the following words mean:

16.4.1 "IOD" Injury on Duty

16.4.2 "COIDA" Compensation of Occupational Injuries and Diseases Act

16.4.3 "Accident" means an accident arising out of and in the course of an employee's employment and resulting in personal injury, illness or the death of the employee

16.4.4 "Dependent of an employee" means widow or widower who at the time of employees' death was married to the employee according to civil law, custom

16.4.5 "Disablement" means temporary partial disablement, temporary total disablement, permanent disablement or serious disfiguration.

16.4.6 "Hazard" means a source of or exposure to danger

16.4.7 "Incident" means any accident or event that is caused in the course of work

16.4.8 "Occupational Injury" means a personal injury sustained as a result of an accident

16.4.9 "PPE" Personal Protective Equipment

16.4.10 "Risk" means the probability that injury or damage will occur

16.5 LEGAL FRAMEWORK

This policy is governed by the following legislations:

16.5.1 Occupational and Safety Act t

16.5.2 The Constitution of the RSA

16.5.3 Labour Relations Act

16.5.4 Compensation of Occupational Injuries and Diseases Act

16.5.5 Basic Conditions of Employment Act

16.6 PROCEDURE

16.6.1 Employee(s) is injured, the course being slipping, he/she reports to the supervisor and the Wellness Officer in the HR Department

16.6.2 Employee completes a form outlining the incident in detail and identifying any witnesses to the incident

16.6.3 Employee completes necessary documents pertaining to injury

16.6.4 Employee Wellness Officer requests the First Aider to apply first aid to the injured provided it is a minor injury

16.6.5 If the injury is severe, transport will be organized to transfer the injured employee to hospital or any place where assistance can be administered/provided

16.6.6 The Employee Wellness Officer will record the incident in the incident recording book.

16.6.7 Then the completed forms by the injured will be forwarded to department of Labour for compensation purposes.

16.7 ROLES & RESPOBILITIES

16.7.1 The Supervisor should do the following:

16.7.1.1 reports all cases of injury on duty to the Health and Safety Officer / Wellness Employee Officer

16.7.1.2 supports their subordinates during the time of the accident

16.7.1.3 recommends or refers employees for trauma debriefing or counselling

16.7.3 Employee Wellness Officer should do the following:

16.7.3.1 registers all incidents in the register book

16.7.3.2 investigates all reported IOD cases

16.7.3.3 assists in providing debriefing and counselling to employees involved in injury on duty

16.7.4 The employee should do the following:

16.7.4.1. reports all accidents and incidents to their supervisor or Employee Wellness Officer as soon as possible

16.7.4.2 ensures that they comply with all procedures and laws to minimize the injuries on duty

16.8 ADDITIONAL REQUIREMENTS

16.8.1 All reported injuries on duty shall be handled by an appointed state Occupational Doctor.

16.8.2 The injured employee will carry the completed W.CL.1 form to the Doctor

16.8.3 The copy of the first medical report will be submitted to HRM

16.8.4 Follow-ups for treatments will be allowed up to the period of two years in line with the COIDA

16.8.5 If further medical treatment is required outside the prescribed period approval need to be obtained from the Municipal Manager and there must be sufficient proof to indicate the necessity for the follow-up.

16.8.6 All leave due to injury on duty will not be deducted from the normal sick leave but treated as Leave due to Occupational Injury or disease. However, the copy of the First medical report should accompany the leave form to support the leave taken

16.8.7 In the event that an employee is involved in an incident or an accident is to be taken to the hospital, the Municipality will provide transport.

16.9 COMPENSATION FOR OCCUPATIONAL INJURIES OR DISEASES

16.9.1 All claims for compensation will be dealt with in terms of the COID Act. Employees may be specifically required to submit medical examinations reports in order to claim compensation. Medical examination reports (first and progress/final); either for accidents or occupational diseases is often required by the COIDA office from medical practitioners once medical examinations have been completed.

16.9.2 The COIDA office is responsible for decision making in terms of compensation of employees and the liability for payment, and not the Department.

16.9.3 It should be noted that not all injuries or occupational diseases will be compensated.

16.10 ANNEXURES A

16.10.1 INCIDENT REPORTING FORM

Date of reporting: _____

Date of incident: _____

Surname: _____

Name: _____

ID Number: _____

Employee Number: _____

Problem: Type of incident / accident / what happened

Please tick appropriate block

Part of Body injured/Injury

- (i) Explosion of Air conditioner
- (ii) Fell on slippery floor
- (iii) Chemical Reaction
- (iv) Inhalation of paint fumes

- (v) Electrical shock
- (vi) Other List e.g. fracture
- (vii) Motor Vehicle Accident

Explanation in detail how injury happened:

Time of incident: _____ Location where incident occurred: _____

Witness (es) to incident: List names and contact details

Names Surname	Contact Details Email address
---------------	-------------------------------

Incident reported to

Name of the Supervisor	Contact Details	Date Reported	Email address
------------------------	-----------------	---------------	---------------

NB: ALL workplace related incidents / accidents need to be reported immediately / within 24 hours (before knock off time) by completing the form above

17. IN-SERVICE / INTERNS / EXPERIENTIAL LEARNING POLICY

17.1 PREAMBLE

South Africa is faced with a major problem of unemployment especially among women, youth and people with disabilities. The shortage of skills especially scarce and critical skills is a major challenge that can be addressed through internships/experiential learning. One of the objectives of the Skills Development Act is to assist new entrants into the Labour Market, hence the crucial need for establishment of an effective and efficient internship/experiential learning programme.

17.3 DEFINITIONS

In this Internship Policy, unless the context indicates otherwise:-

17.3.1 “Municipality” means Jozini Local Municipality and includes any duly constituted committee thereof and any official to whom any authority or power there under has been lawfully delegated.

17.3.3 “Internship” means work based education and training programme which is comprised of both structured and practical learning.

17.3.4 “Intern” means an unemployed person who completed his or her qualifications but was unemployed prior to being appointed as intern and need workplace exposure to enhance his or her chances for future development or a student who has to acquire work experience in order to fulfill curricula needs of his or her qualification.

17.3.5 “Contract” means an agreement between Intern and the Municipality

17.3.6 “Department” means a directorate within the Municipality

17.3.7 “Mentor” means an official appointed by the Municipality who gives advice, guidance and assistance to the intern in order to enhance career development and growth in the interns work exposure and experience.

17.4 POLICY OBJECTIVES

17.4.1 The Municipality is committed to facilitate the internship programmes that give students the opportunity to obtain professional experience and thus develop a sense of professional identity.

17.4.2 To ensure compliance with provisions of the Skills Development Act 97 of 1998.

17.4.3 To provide graduates with necessary experience and skills that would contribute positively to their marketability and employment opportunities and at the same time bridge the scarce skills gap of the country. All Interns should be placed strictly in accordance with their relevant qualifications in the relevant components as this will ensure that they get necessary work experience in their field of study.

17.4.4 To provide students with experiential training and In-Service training in order to complete their course of study.

17.4.5 The Municipality agrees to provide an internship programme to a limited number of students and for the specified duration agreed upon between the student/institution and the Municipality.

17.5 APPLICATION OF THE POLICY

This Policy applies to students who work for the Jozini Municipality for a specific period and are paid a set stipend, either by the Jozini Municipality or by other persons, institutions or sponsors.

17.6 GUIDING PRINCIPLES

The following principles shall guide the Municipality in managing the programme

17.6.1 The Internship Programme must be aligned to the Municipality's Human Resource planning, Workplace Skills Plan and Employment Equity Plan including the need for demographic representation.

17.6.2 After the business units(in consultation with the council) have identified the number of interns they need, the HR unit shall determine whether the needs are in line with The Jozini Municipality Business Objectives and if so, then proceed to advertise the internships based on the Jozini Municipalities Employment process.

17.6.3 Funding for internships will be provided for in the annual training budget by the Corporate Services Department.

17.6.3.1 Requests for Interns / Inserve / Experiential learners by the Business Units (BU) (in consultation with the council) for annual internships shall be made by the Head of the Unit at least 9 months prior to the commencement of the following academic year of the intended internship and/or 3 months before commencement of the following financial year of the Municipality to the Corporate Services Department subject to whatever workable time frame for the Municipality.

17.6.3.2 The Interns / Inserve / Experiential learners intake should take place twice a year (January /February and July/August)

17.6.3.3 All requests for Interns must be submitted on the application available from the Skills Development Unit in the Corporate Services by the Business Units (in consultation with the Council) and shall be supported and recommended by the MM for inclusion into the following financial year's budget.

17.6.4 The BU's requiring interns / Inserve / Experiential learners shall arrange all the necessary resources for the placement and productivity of interns. The stipend shall be paid for the contract period.

17.6.5 The applicant shall complete an application form according to the criteria of the Internship programme as advertised. The applicant shall confirm the name of the course and name of institution where the candidate is registered and a letter from the Institution confirming the need for the internship and the period required.

17.6.7 All interns / Inserve / Experiential learners shall attend an induction programme in order to create a friendly, harmonious and conducive atmosphere between the in-service trainees and the municipal staff they will be working with.

17.6.8 All BUs shall appoint mentors for interns in order to ensure effective supervision and work exposure during the term of internship. Units shall submit the name of the mentors prior to appointment of the intern.

17.6.9 The Skills Development Unit shall regularly liaise with the institution to ensure that the internship serves the purpose it is intended.

17.6.10 The intern / Inserve / Experiential learners shall be evaluated on the basis of the learning outcomes to be covered in the institutions logbook and the feedback will be requested from the intern in the form of an evaluation report.

17.6.11 The Mentor shall submit a written progress report on the intern / Inserve / Experiential learners on a quarterly basis to the Skills Development Unit. This report shall be discussed with the intern prior to submission to the Skills Development Unit and both mentor and intern/ Inserve / Experiential learners shall sign the progress report.

17.6.13 Should Intern/Inserve/Experiential learners fail to comply with the code of conduct applicable to all Municipal employees, the Intern will be subjected to the Municipality disciplinary processes

17.6.14 The Skills Development Unit shall create and maintain a database of all placed interns in their various business units for record keeping. The database should also contain the duration that each intern has served in the Municipality.

17.6.15 Should Intern fail to comply with the code of conduct applicable to all Municipal employees, the Intern will be subjected to the Municipality disciplinary processes

17.7 CRITERIA AND SELECTION OF INTERNS/ INSERVE / EXPERIENTIAL LEARNERS

A successful applicant shall meet the following:

17.7.1 Be a student of an academic institution of higher learning that is registered with the Director-General of the National Department of Education in the prescribed manner.

17.7.2 Be in need of practical work experience of a specified nature and duration at the time of application.

17.7.3 Be in need of such work experience so that he/she may obtain a qualification registered by the South African Qualifications Authority and related to an occupation.

17.7.4 Be in a position to submit a letter from his/her institution, confirming that it is a requirement of the learning institution. He/she has to be registered for at least a post- matric course at the time of application.

17.7.5 Be granted an opportunity by a particular business unit to serve as an intern for a specified period of time after ensuring that it has the capacity to do so.

17.7.6 Be informed accordingly by the Corporate Services and the Skills Development, or their representatives that his/her application for internship has been successful, and has signed a contractual agreement between him/her and the Municipality.

17.7.7 Be in possession of a report where the intern received such training in a formalized manner such as a logbook or register and signed by the duly appointed mentor of that business unit, to verify that the training has been satisfactorily completed. This procedure will ensure that interns on the training programme achieve the pre-determined objectives.

17.7.8 Be a student from a previously disadvantaged background, preferably from within the Jozini Municipality boundary or the Province of KwaZulu-Natal. Applications from other students, however, will also receive due consideration by the Municipality.

17.7.9 Be pursuant of a qualification and in need of experiential training preferably from an institution of higher learning within the preferably Province of KwaZulu-Natal.

17.8 ROLES AND RESPONSIBILITIES

17.8.1 SKILLS DEVELOPMENT FACILITATOR (SDF)

17.8.1.1 Identify institution of Higher education that offer training in the areas that are needed and establish contact with them.

17.8.1.2 Compile a memo to the Directors requesting the approval to implement the Internship Programme.

17.8.1.3 Set criteria in consultation with Assistant Manager HRD for the selection of the learners Monitor and Evaluate the Programme on a quarterly basis

17.8.1.4 Develop an assessment tool for performance assessment of interns on a quarterly basis

17.8.1.5 Compile written report to the Municipality on progress and challenges of the Internship Programme.

17.8.2 LINE MANAGERS

17.8.2.1 Identify occupations in their Department in which Internship Programmes could be run.

17.8.2.2 Determine what resources will be necessary to support the Internship, i.e appropriate work space and necessary material and equipment.

17.8.2.3 Identify mentors and coaches within the Department

17.8.2.4 Integrate the internship programme into the performance and assessment agreements of mentors

17.8.2.5 Provide transportation for the Interns when they have to visit or inspect construction sites.

17.8.3 MENTORS

17.8.3.1 To mentor and coach the Intern and provide interns with professional guidance

17.8.3.2 To develop and implement work programmes for the Interns i.e. Work with interns to establish weekly projects and long term assignments, i.e. develop programme plan.

17.8.3.3 Oversee training and mentoring of Intern

17.8.3.4 Ensure that the Interns sign the attendance registers on a daily basis and conduct ongoing monitoring and assessment of the Intern and submit performance reports.

17.8.3.5 To assess and provide feedback to the Intern regarding work programme i.e provide feedback on performance and schedule periodic supervisory consultations appropriate to the project plan.

17.8.3.6 Maintain a personal file of the Intern/ Inserve /Experiential learner in accordance with normal organizational practices.

17.8.3.7 Give Intern /Inserve /Experiential learner a broad range of duties focusing on issues addressed by their programme,

17.8.4 INTERNS

17.8.4.1 Enter into a contract with the Municipality

17.8.4.3 Abide by the rules, regulations and protocols of the Department

17.8.4.4 Sign attendance register daily and commit to work all hours agreed to

17.8.4.5 Be punctual and achieve a good attendance record

17.8.4.6 Submit all materials from the Higher learning institution that would need to be filled by the Municipality

17.8.4.7 Maintain professional demeanor and show an eagerness to learn

17.8.5 HUMAN RESOURCE SECTION / SDF

17.8.5.1 Ensure that all Intern/ Inserve /Experiential learner sign the Internship contract

17.8.5.2 All Interns are placed correctly in respective Departments

17.8.5.3 Ensure that those Interns Inserve /Experiential learner who receive stipend are paid monthly as determined

17.8.5.4 Keep proper records of all Interns placed in Departments

18 LEAVE POLICY

18.1 PREAMBLE

In an attempt of ensuring that leave is monitored the Jozini Municipality has adopted this policy. All employees are expected to comply with this policy

18.2 PURPOSES

The purpose of this policy is to facilitate that a sound management of leave prevails at the Municipality at all times, and to regulate leave of absence.

18.3 SCOPES

18.3.1 This policy is applicable to all Jozini Municipality employees, including employees on fixed-term contracts.

18.3.2 This policy does not apply to employees who work less than 24 hours a month for the Municipality.

18.4 DEFINITIONS

18.4.1 **“Child”** – means a person who is under the age of 18 years.

18.4.2 **“Public holiday”** – means any day that is a public holiday in terms of the Public Holidays Act, 1994.

18.4.3 **“Sick leave”** - A period of leave provided with or without pay due to an employee’s inability to work owing to sickness or injury, provided that such absence shall not constitute a breach of contract.

18.5 LEGA FRAMEWORKS

18.5.1 Basic Conditions of employment act

18.5.2 Labour Relations Act

18.5.3 Main Collective Agreement

18.6 TYPES OF LEAVE

18.6.1 ANNUAL LEAVE

18.6.1.1 An employer shall grant an employee the following annual leave in a leave cycle:

- Twenty-four (24) days for a five- (5) day worker; and
- Twenty-seven (27) days for a six- (6) worker
- The interns are entitled to 21 days annual leave on full remuneration per annum.

18.6.1.2 An employer must grant annual leave not later than six months after the end of the annual leave cycle.

18.6.1.3 An employee is required to take leave within each leave cycle as follows:

- A five- (5) day worker shall take a minimum of sixteen (16) days leave
- A six- (6) day worker shall take a minimum of nineteen (19) days leave
- The interns shall take a minimum ten (10) days leave

18.6.1.4 An employee must take annual leave not later than six months after the end of the annual leave cycle.

18.6.1.5 Notwithstanding the provisions of the abovementioned an employee is entitled to retain a maximum of forty-eight (48) days of accumulated leave

18.6.1.6 Any leave in excess of forty-eight (48) days may be encashed should the employee be unable to take such leave, despite applying and because the *employer* refused to grant him such leave, as a result of the employer's operational requirements. If, despite, being afforded an opportunity to take leave, an employee fails, refuses or neglects to take remaining the leave due to him during this period, such remaining leave shall fall away.

18.6.1.7 The maximum number of days to be encashed is ten (10) days

18.6.1.8 At the end of a leave cycle, an employee may not have more than 48 days annual leave to his credit.

18.6.1.9 In the event of the termination of service, an employee shall be paid his leave entitlement calculated in terms of the relevant provisions of the Basic Conditions of Employment Act 75 of 1997,

18.6.1.10 An employer may not permit an employee to take annual leave during any period of notice of termination of employment

18.6.2 SICK LEAVE

18.6.2.1 With effect from the new sick leave, an employer shall grant an employee eighty (80) days sick leave in a three (3) year leave cycle, provided that in respect of new appointment an employee may not take more than 30 days sick leave in the first year of employment.

18.6.2.2 Any new appointment may only take 30 days sick leave during the first year, if they have exhausted it goes to unpaid leave

18.6.2.3 The employee shall be required to submit a medical certificate from a registered medical practitioner or any other person who is certified to diagnose and treat patients who is registered with a professional council established by an Act of Parliament more than two (2) consecutive days are taken as sick leave.

18.6.4 The *employer* is not required to pay an employee if an employee is absent on more than two occasions during an eight-week period, and on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

18.6.5 The interns are entitled to thirty (30) days over a two year cycle

18.6.3 MATERNITY LEAVE

18.6.3.1 An employee, including an employee adopting a child under three (3) months, shall be entitled to receive three (3) months paid maternity leave or adoption leave with no limit to the number of confinements or adoptions. This leave provision shall also apply to an employee whose child is still-born.

18.6.3.2 To qualify for paid maternity leave, an employee must have one (1) years' service with the employer

18.6.3.3 A female employee is entitled to at least four (4) months' maternity leave but three months fully paid.

18.6.3.4. A female intern is also entitled to four months' maternity of which three months 50% of her remuneration will be paid.

18.6.3.5. An employee may commence maternity leave:

- at any time from four weeks before the expected date of birth, unless otherwise agreed,
- on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child

18.6.3.6. An employee shall submit a certificate from a medical practitioner of expected due date to Human Resources Department before commencing maternity leave.

18.6.3.7. No employee may work for six weeks after the birth of the child, unless a medical practitioner or midwife certifies that she is fit to resume her duties.

18.6.3.8. An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.

18.6.3.9. An employee returning from maternity leave will be re-instated in her former position or in a similar position on the same level at her former salary provided that any structural increases which were granted during her absence shall be applicable to her.

18.6.3.10. No employee shall be dismissed from service due to pregnancy except where she made a false statement at commencement of duty.

18.6.3.11. No employee shall be retrenched during her absence on maternity leave.

18.6.3.12. No employee will be required to perform work that is hazardous to her or the health of the child while she is pregnant, unless:

- The employee can be offered a suitable alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment.

18.6.3.13 Maternity leave shall be deemed to be continuous service for pension and other purposes.

18.6.3.14 During the employee's absence on maternity leave the municipality shall pay for a period not exceeding 3 months the normal municipal contributions in respect of the Pension Fund, Medical Aid and the Unemployment Insurance Fund, including the payment of the bond subsidy where applicable for the full duration of the maternity leave.

18.6.3.15 If an employee has utilized all her maternity leave and wishes to extend the leave as a result of medical complications suffered by herself, the maternity leave may be extended upon application by:

- the granting of sick leave as a result of a medical complication;
- the granting of annual leave;
- the granting of up to 60 calendar days of unpaid leave.

18.6.4 FAMILY RESPONSIBILITY LEAVE

18.6.4.1 Family responsibility leave applies only to an employee who:

- Has been in employment with the municipality for longer than four (4) months.
- Works on at least four days a week for the municipality.

18.6.4.2 The employee is entitled, during each annual leave cycle and at the request of the employee, to five (5) days paid leave only under the following circumstances:

- when the employee's child is born,
- when the employee's child is sick,
- in the event of death or sickness of employee's spouse, or life partner,
- In the event of death or sickness of the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild, parents in-laws or siblings.

18.6.4.3 The employee is entitled to the wage the employee would ordinarily have received on that day.

18.6.4.4 The municipality shall require reasonable proof of an event contemplated in subsection 18.6.4.2 for which leave is required, before paying the employee in terms of subsection 17.6.4.3 above.

18.6.4.5 An employee's entitlement to family responsibility leave lapses at the end of the annual leave cycle and shall not be accumulated or sold.

18.6.5 STUDY / EXAMINATION LEAVE

18.6.5.1 Refer to Bursary Policy Clauses 8 & 9

18.6.6 ADOPTION / SURROGACY LEAVE

18.6.6.1 An employee is entitled to at least two consecutive months' adoption or surrogacy fully paid leave

18.6.6.2 Adoption leave is granted only in respect of adoption of children up to the age of 2 years.

18.6.6.3 A copy of the order issued by the children's court and the child's birth certificate shall be provided to the municipality.

18.6.6.4 In the event that both adoptive parents work for the municipality. Only one parent may utilize the leave days provided in 18.6.6.1 above.

18.6.6.5 The granting of leave in terms of 18.6.6.1 above shall only be granted on one occasion within a leave cycle.

18.6.6.6 An employee returning from adoption or surrogacy leave will be re-instated in the former position or in a similar position on the same level at her former salary provided that any structural increases which were granted during her absence shall be applicable to her.

18.6.6.7 No employee shall be retrenched during her absence on adoption or surrogacy leave.

18.6.6.8 Adoption leave to a maximum of two (2) months per leave cycle shall be deemed to be continuous service for pension and all other purposes.

18.6.6.9 During the employee's absence on adoption leave the municipality shall pay for a period not exceeding two (2) months the normal municipal contributions in respect of the Pension Fund,

Medical Aid and the Unemployment Insurance Fund, including the payment of the bond subsidy where applicable for the full duration of the adoption leave.

18.6.6.10 Adoption or surrogacy leave shall not be accumulated or sold.

18.6.6.11 An employee may not embark on adoption or surrogacy leave within the first 12 months of her employment.

18.6.7 SPECIAL LEAVE

18.6.7.1 This leave refers to leave not covered in the Basic Conditions of Employment Act

18.6.7.2 Application for such leave shall be made to the MM or his / her nominee for consideration and approval

18.6.7.3 This leave may only be granted for the following reasons:

- court appearances by employee as a witness
- national or provincial sport representation
- study purposes

18.6.7.4 The application for this leave must be accompanied by documentation that supports the application

18.6.6.5 The leave is limited to a maximum of 10 days per annum and cannot accumulate

18.6.9 APPLICATION FOR LEAVE PROCEDURE

18.6.9.1 In respect of annual and service leave the prescribed leave application register must be completed by the employee and approved by the manager before the employee's departure on such leave.

18.6.9.2 All leave applied for and approved, shall be deducted from the relevant leave due to the employee. Leave due and taken shall be recorded on a register by a designated employee, under the control of the HR Department

18.6.9.3 The municipality shall reimburse an employee for all expenses incurred due to the cancellation or postponement of the employee's leave due to the municipal operational demands. All claims for such re-imburement shall be supported by the proof acceptable to the manager.

18.6.9.4 In the event that an employee, in an emergency, cannot come to work, the employee must contact the relevant manager / supervisor to inform him/her of the need to take annual leave for such absence. Such leave must be recorded in the register by the designated employee within one day of resumption of duty.

18.6.10 ANNEXURES A

18.6.10.1 LEAVE APPLICATION REGISTER

Name of the Employee: _____

Department: _____

Employee No: _____

Vacation Leave	From						Up to and inclusive						No of Days
	Year		Month	Day	Year		Month	Day					
Non- Accumulative													
Accumulative													
Unpaid													

	From						Up to and inclusive						No of Days
	Year		Month	Day	Year		Month	Day					
Sick Leave													
Study Leave													
Examination Leave													
Maternity Leave													
Compassionate / Family Responsibility Leave													
Special Leave													
Leave in Lieu of Overtime													

Conversion of Accumulative Leave into Cash	Number of Days

Signature of Applicant

Date

Signature of Supervisor

Date

Signature of HOD

Date

19 LONG SERVICE POLICY

19.1 PREAMBLE

In an attempt of ensuring that LONG SERVICE AWARD is undertaken in a uniform and in a systematic approach Jozini Municipality is hereby adopting LONG SERVICE AWARD policy.

19.2 PURPOSE

19.2.1 The purpose of this policy is to recognize and demonstrate the appreciation of loyalty and commitment of long serving employee

19.2.2 To define the categories of long service awards

19.2.3 To build staff morale thereby increasing performance and productivity

19.3 SCOPE

This policy is applicable to permanent employees of Jozini Municipality who have completed 10, 15, 20, 25, 30 and 45 years continuous paid service.

19.4 DEFINITION

19.4.1 Long service award “means rewarding the long served employee

19.4.2 Long service leave “means leave granted by a municipality in recognition of long service to an employee with the municipality and which is not classified as annual leave

19.5 LEGAL FRAMEWORK

This policy is governed by the following legislation:

19.5.1 Basic Conditions of Employment Act

19.5.2 Condition of Service and Collective Agreement

19.5.3 Labour Relations Act

19.6 LONG SERVICE AWARD PRINCIPLES

19.6.1 An employee shall qualify once for the following long service leave at the completion of the following periods:

- 10 years’ service - 10 days
- 15 years’ service - 20 days
- 20 years’ service - 30 days
- 25 years’ service - 30 days
- 30 years’ service - 30 days
- 35 years’ service - 30 days
- 40 years’ service - 30 days
- 45 years’ service - 30 days

19.6.2 The encashment or taking of the leave must take place in the same year that employee qualifies for the long service leave subject to operational requirements where the employee elects to take leave

19.6.3 An employee with ten (10) or more years' service with the Municipality and who reaches pensionable age, who is medically boarded or retrenched will be paid a pro rata long service bonus for any uncompleted period stipulated in 18.6.1 above

20 MIGRATION AND PLACEMENT POLICY

20.1 PREAMBLE

20.1.1 The Jozini Municipality has significant implications for managing employees and will have an impact on employee morale and motivation.

20.1.2 To affect the integration of the structures this policy and procedure is intended to regulate the migration and placement of employees. Once in effect, it is essential that the policy and the procedure is fairly applied.

20.1.3 The policy manual is primarily concerned with the permanent placement of employees by means of migration and placement to the positions provided for in terms of the organizational arrangements for service delivery.

20.1.4 The future migration or movement of employees (promotions, demotions, transfers and secondments) will, however, be determined and guided by new conditions of employment.

20.1.5 The Policy document, amongst others, will guide the following actions associated with migration the organization structures will be utilized in accordance with applicable legislation and policy directives; and deploying employees to such structures in terms of sound and justifiable migration and placement principles.

20.1.6 All appointments whether they are the result of placement, deployment or redeployment to be effected through a reasonable offer of employment in the appointed position in the new structure and the acceptance by the employee concerned

20.2 PURPOSES

20.2.1 To ensure effective and orderly service delivery within the Municipality until the population of the new structure.

20.2.2 To develop a fair placement procedure that minimizes claims and disputes.

20.2.3 To communicate the process transparently and non-selectively to employees and their representatives at all times.

20.2.4 To develop a process that minimizes the redundancy claims by employees.

20.2.5 The parties are committed to ensure continuity of employment and every attempt will therefore be made to ensure that no retrenchments or redundancy will occur, provided that the affected employees are willing to accept reasonable alternative positions that are offered.

20.2.6 To develop a process that facilitates a smooth transition to new organizational structure that can take place in a reasonable period of time, and within the legislative time constraints.

20.3 SCOPES

This policy is applicable to all Jozini Municipality employees including management, and any other person who may associate with the Municipality in the course of performing their duties.

20.4 DEFINITIONS

20.4.1 **“Migration”** means the process of placing or repositioning an employee from original position to another under the same employer

20.4.2” **Transfer**” entails a change of employer by structure and substituted in the place of the existing structures under the section 12 Notice published in terms of the Structures Act and under section 197 of the Labour Relations Act.

20.4.3”**Placement**” is a process of putting the employee in a new position within the new organization structure

20.4.4 “**Direct placement**” is the process of appointing an employee directly in the same or similar position

20.4.5 “**Selective placement**” is the process of selecting an employee to be appointed to the same or similar post where more than one employee could be placed into that position (i.e. the post is competitive).

20.4.6 “**Deployment**” is the process in which an employee is appointed for another position

20.4.7”**Redeployment**” is the process of appointing a displaced employee from the corporate pool to a post according to the operational needs of the organization.

20.4.8”**Retraining**” is the process of preparing an employee to perform the inherent requirements of the job to which he/she has been/will be migrated, placed, redeployed etc.

20.4.9”**Job content**” is a written summary of the incumbent's main functions or key performance areas.

20.5 LEGAL FRAMEWORK

20.5.1 The Constitution of the RSA Act

20.5.2 Labour Relations Act

20.5.3 Basic Conditions of Employment Act

20.5.5 Collective Agreement

20.6. FOUNDING PRINCIPLES

20.6.1 Job Security, Skills Retention, Skills Development and Unbroken Service Delivery is a priority.

20.6.2 The process should encourage high-level employee- involvement and promote trade union participation.

20.6.3 The parties will engage in a meaningful joint consensus seeking process in good faith with the intention of agreeing on a migration policy.

20.6.4 Employees shall not be moved from one location to another without the function which the employee is performing necessitating such movement except in cases of redeployment or based on the employer's operational requirements.

20.6.5 The incumbents in acting positions have no superseding right to permanent placement within those positions.

20.6.6 All employees to be placed must be suitably qualified or have the capacity to become suitably qualified within a reasonable period of time in respect of the specified suitable positions

20.6.7 The procedure will adhere to the principle of fairness in line with the' LRA as amended.

20.7 MIGRATION AND PLACEMENT PROCEDURES

20.7.1 The relevant line manager is responsible to inform the Department and MM where the displacement of employees exists or is contemplated and to provide all relevant information pertaining to the displacement of employees.

20.7.2 HR Department is to submit the information to the relevant union(s) and to arrange for consultations with representatives of the relevant union(s) to consider the contemplated displacement and/or proposed re deployment of employees. Consultations to take place at directorate/departmental level or such alternative forum as may be established upon agreement between the parties.

20.7.3 After conclusion of the consultations, the relevant HOD, Director Corporate, HR Manager and Municipal Manager in consultation with the unions and/or employee shall:

- identify the employees to be displaced and redeployed;
- identify opportunities for redeployment within departments
- to communicate all their decisions to the employees concerned
- the placement of staff shall be done in a manner consistent with the objectives of Employment Equity and Skills Development Act.

20.7.4 Placement committee is made of the following members:

Chairperson : Executive Director Corporate Services

Member :HR Manager to guide the committee

Member :SAMWU

Member :IMATU

Executive Director of the department concerned to give clarity

20.8 FUNCTIONS OF THE PLACEMENT COMMITTEE

20.8.1 To consider all submissions made by the HOD (Executive Director) for the migration and placement of employees in their various departments

20.8.2 To communicate all decisions to the employee (s) concerned via the office of the HOD Corporate Services

20.8.3 The placement committee has a right to approve or reject submission

20.8.4 The placement committee will ensure and oversee the consistency and fair application of the migration process and placement policy

20.8.5 Human Resources Unit within the guidelines of this policy, will prepare a practical and user friendly administrative process to guide the placement committee

20.8.6 The placement of staff shall be done in a manner consistent with the objectives of the Employment Equity and the Skills Development Act

20.9 APPEAL COMMITTEE

20.9.1 Every employee and / or Trade union (SAMWU / IMATU) shall have the right to refer his / her grievance on placement or non-placement to the appeal committee within five days after the placement committee makes known its decision.

20.9.2 Placement committee is made of the following members:

- Chairperson : Municipal Manager
- Member : HR Manager to guide the committee and give background
- Member :SAMWU (Alternate)
- Member :IMATU (Alternate)

20.10 FUNCTIONS OF THE APPEAL COMMITTEE

20.10.1 To consider migration and placement objectives in all instances

20.10.2 The decision of the Appeal Committee must be made available within in seven (7) working days after the conclusion of its meeting. Such decision shall be deemed to be final.

20.10.3 Any objectives emanating from the Appeal Committee may be submitted to the Bargaining Council for Conciliation and Arbitration

20.11 CRITERIA FOR APPOINTMENT

20.11.1 Migration and placement to a position in the new structure shall be undertaken in accordance with the following matrix:

CRITERIA	PROCESS
1 Job contents the same and post level the same (100% match)	Direct Placement
2 Job content substantially the same and post level the same	Direct Placement
3 Job content substantially the same and post level higher	Selective Placement
4 Job content changed and post level the same	Placement
5 Job content decrease and post level lower	Deployment
6 Job content increase and post level higher	Deployment
7 New positions	Deployment or Placement

20.11.2 An employee that cannot be placed or deployed in the new structure is considered to be displaced into the corporate pool and shall be dealt with in terms of the redeployment process.

20.11.3 Every employee will be informed within 5 working days of the post into which he or she has been migrated, and will have an opportunity to raise objections within 5 days

20.11.4 Those jobs in the new structure that have to be filled through selective placement will be internally advertised and appointments to those jobs will be on application in accordance with the

normal recruitment and selection procedures. Those employees who are not appointed will be placed in the pool of employees for redeployment, re-skilling and/or training.

20.12 GUIDELINES

20.12.1 Job profiles must be completed and validated before placement begins.

20.12.2 All positions of the same level or higher, with more than one qualifying candidate, will be filled in accordance with objective criteria based on and or suitably qualified employee.

20.12.3 Employees must be notified in writing of their offer of placement. The notice must advise the employee of the right to apply for reconsideration against the *offer* of placement (essentially this means that the employee will have the right to lodge an objection).

20.12.4 The migration process is to be done in accordance with the agreed delegated authority.

20.12.5 Any employee who is aggrieved by a migration process in respect of which the employee has a material interest may apply in writing for a re-consideration of placement committee decision stating their reasons for their objections

21 OCCUPATIONAL HEALTH AND SAFETY POLICY

21.1 PREAMBLE

The Occupational Health and Safety Act, requires the employer to provide and maintain as far as reasonable and practical a work environment that is safe and without risk to the health of employees. It is the Municipality's official policy to protect its Councilors, Officials, Customers, General Public and Assets at all times enforcing a high standard of Safety, Health and Hygiene. Furthermore, management acknowledges its responsibility and moral obligation to provide a safe and healthy workplace

The Municipality is fully committed to Safety and Health and therefore, efficiency and effectiveness are not only goals, but also demands for its mutual prosperity and shall be striven for by all Councilors and Officials.

21.2 PURPOSES

21.2.1 The policy is intended to:

21.2.1.1 prevent amongst workers, ill health caused by their working conditions

21.2.1.2 place and maintain workers in a working environment that is conducive to their individual physiological and psychological conditions

21.2.1.3 protect workers from factors adverse to their health

21.2.1.4 promote and maintain a working environment that is free from hazards

21.2.2 To implement an Occupational Health and Safety Program.

- ☒ To be aware of all risks and changes in risk factors in areas regarded as high risk.
- ☒ To stay abreast of legislative requirements and to meet them as far as is reasonably practicable.
- ☒ To train everyone in the municipality on matters pertaining to their work and the associated risks involved.
- ☒ To ensure the knowledge and information available is adequate to achieve these objectives.
- ☒ To continually evaluate health and safety programmes, adapting them as and when problems are identified.
- ☒ To partake actively in the accident/incident prevention program.

21.2.2 It is Municipality's responsibility to ensure that all legal and statutory obligations are strictly complied with.

21.2.3 The Municipality strives to ensure that Health and Safety functions are completely integrated in Management practices and principles and therefore form part of the daily management activities and responsibilities. This policy is also intended to:

- to stay abreast of legislative requirements and to meet them as far as is reasonably practicable
- to train everyone in the municipality on matters pertaining to their work and the associated risks involved
- to ensure the knowledge and information available is adequate to achieve these objectives
- to continually evaluate health and safety programmes, adapting them as and when problems are identified.
- to partake actively in the accident/incident prevention programme.

21.3 SCOPES

This policy is applicable to all employees and councilors of Jozini Municipality or any other person who may associate with the Municipality in the course of performing their duties.

21.4 DEFINITIONS

The aim to elaborate on a definition is to reach consensus amongst stakeholders in the interpretation and application of a specific definition. The follow definitions however need further clarity as to understand the practical implication thereof:

21.4.1 "**Accident**" means an accident arising out of and in the course of an employee's employment and resulting in a personal injury, illness or the death of the employee

21.4.2 "**Hazard**" means a source of or exposure to danger"

21.4.3 "**Health and Safety Committee**" means a committee established under the section 19 of OHS Act

21.4.4 "**Healthy**" means free from illness or injury attributable to occupational causes

21.4.5 "**Incident**" means an incident as contemplated in section 24 of OHS Act

21.4.6 "**Issue**" means personal safety equipment / protective clothing as well as other clothing and uniforms not compulsory by law

21.4.7 **“Machinery”** means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work or which is used or intended to be used , whether incidental thereto or not, for developing, receiving, storing, containing, transforming, transmitting, transferring or controlling any form of energy.

21.4.8 **“Medical Surveillance”** means a planned programme of periodic examination (which may include clinical examination, biological monitoring or medical tests) of employees by an occupational health practitioner, or in prescribed cases, by an occupational medicine practitioner.

21.4.9 **“Occupational Health”** means including occupational hygiene, occupational medicine and biological monitoring

21.4.10 **“Occupational hygiene”** means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace which may cause illness or adverse health effects to persons

21.4.11 **“Risk”** means the probability that injury or damage will occur

21.4.12 **“Safe”** means free from any hazard

21.4.13 **“Council”** means the plenary Committee of the Jozini Municipality, and/or a standing committee thereof dealing with human resources related matters, and/or any other person with delegated authority.

21.4.14 **“Danger”** means anything which may cause injury or damage to persons or property.

21.4.15 **“Employees”** means any person who is employed by the Jozini Municipality and receives or is entitled to receive remuneration

21.4.15 **“Health and Safety Equipment”** means any article or part thereof which is manufactured, provided or installed in the interest of the health or safety of any person

21.4.16 **“Premises”** includes any buildings including outbuildings, land and vehicles occupied or used by the municipal employees

21.5 LEGAL FRAMEWORK

21.5.1 The Constitution of the RSA Act 108 of 98

21.5.2 Labour Relations Act

21.5.3 Occupational Health and Safety Act, 85 of 1993

21.5.4 Basic Conditions of Employment Act, 75 of 1997

21.5.5 White Paper on Local Government, March 1998

21.6 REGULATIONS

21.6.1 A copy of the Occupational Health and Safety Act and Regulations 85 of 1993 shall be available in every workplace of Jozini Municipality.

21.6.2 The Municipality shall develop its own Occupational Health and Safety Standards which shall be based on the 5-Star standards as developed by the National Occupational Safety Association (NOSA) These standards shall specifically refer to the following elements:-

21.6.2.1 Premises and Housekeeping.

The Municipality is committed to establish a safe workplace as envisioned by the Act and as regulated by the:

- a) Asbestos Regulations
- b) Environmental Regulations
- c) Facilities Regulations

21.6.2.2 Mechanical, Electrical and Personal Safeguarding.

The Municipality undertakes to protect its employees against injuries by fully implementing the regulations pertaining to:

- a) Noise
- b) Driven Machinery
- c) Construction
- d) Electrical Installation
- e) General Machinery
- f) General Safety
- g) Hazardous Chemicals
- h) Lifts and Escalators
- i) Vessels under Pressure

21.2.4 Fire Protection and Prevention.

The Municipality will protect its employees and assets against fire by fully implementing:

- a) General Safety Regulations
- b) All Municipal By-Laws

21.6.2.4 Incident (Accident) Recording and Investigation.

The Municipality will minimize the effect of accidents on its employees by implementing the:-

- a) Compensation for Occupational Injuries and Diseases Act of 1993
- b) Occupational Health and Safety Act, 1993 (Sections 24-39)
- c) General Administrative Regulations

21.6.2.5 Safety Organization.

It is the Municipality's official policy to implement and maintain a Safety Organization in full compliance with the:

- a) Occupational Health and Safety Act
- b) General Safety Regulations

21.6.5 The Municipality shall in all respects comply with the Occupational Health and Safety Act, and the Compensation for Occupational Injuries and Diseases Act, and the regulations framed under these acts.

21.7 IMPLEMENTATION

21.7.1 The Municipal Manager and those managers designated under Section 16 of the OHSA-Act shall be responsible for the implementation of this policy.

21.7.2 According to Section 17 of the OHSA-Act, Health and Safety Representatives are appointed in each work area and they are charged with the responsibility to bring any threat to the Health and Safety of employees to the attention of the employer. They will form part of the Safety Committee structure and these committees will meet once every two months.

21.7.3 The Municipality's Disciplinary Code shall be applied in cases where this policy is breached.

21.8 PROTECTIVE CLOTHING

21.8.1 The Municipality will at all times comply with General Safety Regulation 2 of the Occupational Health and Safety Act, which clearly stipulates when and where Protective Clothing will be issued.

21.8.2 Regular risk evaluations will be carried out by the Safety Officer in order to determine the need for Protective Clothing.

21.8.3 Employees will be instructed in the proper use, maintenance and limitations of the Safety Equipment provided.

21.8.4 The Municipality shall not require or permit an employee to work unless such employee uses the required Safety Equipment. Council's Disciplinary and Grievance procedure provides that disciplinary action will be taken in cases where employees fail to wear the protective clothing issued to them.

21.8.5 Every Department will keep a record of issues reflecting the employee number, date of issue, quantities, type of equipment and signature.

21.8.6 When an employee reports protective clothing losses as a result of theft, these will be replaced if the employee provides the South African Police Service case number; otherwise it will be the employee's responsibility to replace lost items of protective clothing.

21.9 CONTRACTORS

The Municipality accepts that, as the "client" it is liable for the actions of contractors, as stipulated in the Construction Regulations of 2003. It will therefore ensure that contractors comply with the OHASA. In order to achieve this, the Municipality will ensure that it:

- a) Prepares Health and Safety standards for all construction work
- b) Provides the principal contractor with any information which might affect the health and safety of any person at work
- c) Ensures that the contractor's Health and Safety plan is implemented and maintained
- d) Stops all work, which is not in accordance with the contractor's Health and Safety Plan.
- e) Ensure that tenders make provision for the cost of health and safety matters

21.10 WAIVING OF THE POLICY AND IMPLEMENTATION PROVISION

21.10.1 This policy may be partly or wholly waived in consultation with the labour representatives i.e. Trade Unions

21.10.2 This policy shall take precedence over any decision or agreement reached prior to its existence

21.10.3 Notwithstanding clauses 10.1 and 10.2, it shall be superseded by a collective agreement or a council resolution taken after its promulgation

21.11 HEALTH AND SAFETY PROCEDURES

21.11.1 Workplace Safety Rules

Your safety is the constant concern of this MUNICIPALITY. Every precaution has been taken to provide a safe workplace. Occupational Health and Safety Officer makes regular inspections and holds regular safety meetings

He or She also meets with management to plan and implement further improvements in our safety program. Common sense and personal interest in safety are still the greatest guarantees of your safety at work, on the road, and at home. We take your safety seriously and any willful or habitual violation of safety rules will be considered cause for disciplinary actions. MUNICIPALITY is sincerely concerned for the health and well-being of each member employee.

The cooperation of every employee is necessary to make MUNICIPALITY a safe place to work. Help yourself and others by reporting unsafe conditions or hazards immediately to your supervisor or to a member of the safety committee. Give earnest consideration to the rules of safety presented to you by poster signs, discussions with your supervisor, posted department rules, and regulations published in the safety booklet. Begin right by always thinking of safety as you perform your job, or as you learn a new one.

21.11.2 Accident reporting.

Any injury at work—no matter how small—must be reported immediately to your supervisor and receive first aid attention. Serious conditions often arise from small injuries if they are not cared for at once.

21.12 Specific safety rules and guidelines.

To ensure your safety, and that of your coworkers, please observe and obey the following rules and guidelines:

Observe and practice the safety procedures established for the job.

In case of sickness or injury, no matter how slight, report at once to your supervisor. In no case should an employee treat his own or someone else's injuries or attempt to remove foreign particles from the eye.

In case of injury resulting in possible fracture to legs, back, or neck, or any accident resulting in an unconscious condition, or a severe head injury, the employee is not to be moved until medical attention has been given by authorized personnel.

Do not wear loose clothing or jewellery around machinery. It may catch on moving equipment and cause a serious injury.

Never distract the attention of another employee, as you might cause him or her to be injured. If necessary to get the attention of another employee, wait until it can be done safely.

Where required, you must wear protective equipment, such as goggles, safety glasses, masks, gloves, hair nets, etc.

Safety equipment such as restraints, pull backs, and two-hand devices are designed for your protection. Be sure such equipment is adjusted for you.

Pile materials, skids, bins, boxes, or other equipment so as not to block aisles, exits, firefighting equipment, electric lighting or power panel, valves, etc. Fire doors and aisles must be kept clear.

Do not tamper with electric controls or switches.

Keep your work area clean.

Use compressed air only for the job for which it is intended. Do not clean your clothes with it.

Observe smoking regulations.

Shut down your machine before cleaning, repairing, or leaving.

Do not exceed a speed that is safe for existing conditions.

Running and horseplay are strictly forbidden.

Do not block access to fire extinguishers.

Do not operate machines or equipment until you have been properly instructed and authorized to do so by your supervisor.

Do not engage in such other practices as may be inconsistent with ordinary and reasonable common sense safety rules.

Report any UNSAFE condition or acts to your supervisor.

21.11.13 HELP TO PREVENT ACCIDENTS.

Use designated passages when moving from one place to another; never take hazardous shortcuts.

Lift properly—use your legs, not your back. For heavier loads, ask for assistance.

Do not throw objects.

Clean up spilled liquid, oil, or grease immediately.

Wear hard sole shoes and appropriate clothing. Shorts or mini dresses are not permitted.

Place trash and paper in proper containers and not in cans provided for cigarette butts.

21.11.14 SAFETY CHECKLIST.

It's every employee's responsibility to be on the lookout for possible hazards. If you spot one of the conditions on the following list—or any other possible hazardous situation—report it to your supervisor immediately.

Slippery floors and walkways

Tripping hazards, such as hose links, piping, etc.

Missing (or inoperative) entrance and exit signs and lighting

Poorly lighted stairs

Loose handrails or guard rails

Loose or broken windows

Dangerously piled supplies or equipment

Open or broken windows

Unlocked doors and gates

Electrical equipment left operating

Open doors on electrical panels

Leaks of steam, water, oil, etc.

Blocked aisles

Blocked fire extinguishers, hose sprinkler heads

Blocked fire doors

Evidence of any equipment running hot or overheating

Oily rags

Evidence of smoking in non-smoking areas

Roof leaks

Directional or warning signs not in place

Safety devices not operating properly

Machine, power transmission, or drive guards missing, damaged, loose, or improperly placed

21.11.15 Safety equipment.

Your supervisor will see that you receive the protective clothing and equipment required for your job. Use them as instructed and take care of them. You will be charged for loss or destruction of these articles only when it occurs through negligence.

21.11.16 Safety shoes.

MUNICIPALITY will designate which jobs and work areas require safety shoes. Under no circumstances will an employee be permitted to work in sandals or open-toe shoes.

A reliable safety shoe vendor will visit the company periodically. Notices will be posted prior to the visits.

21.11.17 Safety glasses.

The wearing of safety glasses by all shop employees is mandatory. Strict adherence to this policy can significantly reduce the risk of eye injuries.

21.11.18 Seat belts.

All employees must use seat belts and shoulder restraints (if available) whenever they operate a vehicle on MUNICIPALITY business. The driver is responsible for seeing that all passengers in front and rear seats are buckled up.

21.11.19 Good housekeeping.

Your work location should be kept clean and orderly. Keep machines and other objects (merchandise, boxes, shopping carts, etc.) out of the center of aisles. Clean up spills, drips, and leaks immediately to avoid slips and falls.

Place trash in the proper receptacles. Stock shelves carefully so merchandise will not fall over upon customer contact.

22 OVERTIME POLICY

22.1 PREAMBLE

In an attempt of ensuring that overtime is undertaken in a uniform and in a systematic approach Jozini Municipality is hereby adopting overtime policy.

22.2 PURPOSE

The purpose of this policy is:

22.2.1 To provide a framework and guideline for the administration, management, implementation and maintenance of overtime worked and the remuneration thereof.

22.2.2 To illustrate overtime rates to be used to compensate employees who performed overtime worked

22.2.3 To provide a control mechanism on the performance of overtime by employees as provided by the Basic Condition of Employment Act

22.3 SCOPE

22.3.1 This policy is applicable to all employees of Jozini Municipality except those employees excluded by earning more than the threshold amount as published by the Minister of Labour.

22.3.2 Overtime not to be applicable to senior managerial employees as defined in the Basic Conditions of Employment Act

22.3.3 Employees working less than 24 hours per months

22.3.4 This policy is not applicable to employees earning in excess of R205 000.00 remuneration per annum as determined from time to time in terms of the Basic Conditions of Employment Act

22.3.4 Employees on earning less than the threshold will be fully remunerated for overtime worked.

22.3.5 Any Municipality that wishes to pay overtime to employees earning in excess of threshold of R205 000.00 per annum may apply to the KZN Division of SALGBC for exemption.

22.4 DEFINITION

22.4.1 Deductions “mean income tax, medial aid fund, unemployment insurance fund, pension fund etc.”

22.4.2 Earnings “mean gross pay before deductions”

22.4.3 Overtime “means the time that a qualifying employee works during the day or week in excess of the ordinary hours of work and as defined in the Basic Conditions of Employment Act”

22.4.4 Emergency work” refers to work that must be done without delay because of circumstances for which the employer could not reasonably have been expected to make provision and which cannot not be performed by employees during their ordinary hours of work. Emergency work excludes the performance routine maintenance work outside normal working hours.

22.4.5 Remuneration “means a compensation in money or time off for overtime worked”

22.4.6 Wage “means the amount of money paid or payable to an employee in respect of ordinary hours of work:

22.5 LEGAL FRAMEWORK

This policy is governed by the following legislation:

22.5.1 Basic Conditions of Employment Act

22.5.2 Condition of Service and Collective Agreement

22.6 OVERTIME PRINCIPLES

22.6.1 Due to business and operational requirements, employees may be required to work overtime from time to time and on certain occasions.

22.6.2 Every manager has a right for the implementation, maintenance and management of the overtime.

22.6.3 Employees may not work overtime except in accordance with an agreement signed with the manager

22.6.4 Employer may not require or permit the employee to work overtime on Sundays or Public Holidays except in accordance with an agreement

22.6.5 Employer may not require or permit the employee to work more than ten (10) hours overtime per week

22.6.6 Employer may not require or permit the employee to work more than three (3) hours overtime per day.

22.6.7 Payroll clerk is responsible for the calculation and pay out of overtime worked

22.6.8 The employer will pay overtime worked on the employee’s normal pay day

22.6.9 Hours in excess of the stipulated act will be taken as time off

22.6.10 Overtime commences after completion of ordinary daily or weekly working hours

22.7 CALCULATIONS OF OVERTIME

22.7.1 Overtime worked during the week (Monday – Saturday) the employee will be:

22.7.1.1 paid one and one-half (1.5) times the employees' ordinary wage for overtime worked

22.7.1.2 paid not less than the employee's ordinary wage for overtime worked and be granted at least 30 minutes time off on full pay for every hour of overtime worked

22.7.1.3 granted at least 90 minutes paid time off for each hour of overtime worked

22.7.2 Overtime worked on (Sunday and Public Holidays) the week the employee will be:

22.7.2.1 paid double (2.0) times the employees' ordinary wage for overtime worked

22.7.2.2 paid not less than the employee's ordinary wage for overtime worked and be granted at least 60 minutes time off on full pay for every hour of overtime worked

22.7.2.3 granted at least 120 minutes paid time off for each hour of overtime worked

23. PAUPER BURIAL POLICY

23.1 PREAMBLE

The Council note the demand of burial of paupers/ destitute deceased people within its area of jurisdiction. This policy is a standardized policy which will ensure an effective and prompt burial of such corpses, within the area of jurisdiction of Jozini.

23.2 DEFINITIONS

23.1 **Pauper /Destitute Corpse-** Means a deceased person without a next of kin or an unclaimed body or whose next of kin are able to verify inability to afford funeral expenses due to poverty conditions that exist within that family.

23.2 **Pauper Burial** -This is a process of ensuring that, the burial of a pauper or destitute corpse is executed by the relevant authority or council in a manner termed as human dignified by making sure that all the basic requirements needed to bury a dead person are taken into account.

23.3 PAUPER BURIAL PRINCIPLES

23.3.1 The deceased must have died within the boundaries of one of the five local municipalities within the area of jurisdiction of Jozini.

23.3.2 The deceased and or the family must have been unemployed, not receiving any grants or pensions to cover for the burial expenses.

23.3.3 If the next of kin is available, he/she must sign a right of claim over the body to the Council responsible to dispose of it as the Council deems fit e.g. burying or cremating it, whichever will be cost effective.

23.3.4 The Municipal Manager must be responsible for authorizing the pauper burial in consultation with Mayor or relevant portfolio committee head.

23.3.5 The burial will be conducted by the undertaker contracted to the municipality, where there is no undertaker contracted by the municipality, such municipality shall make the necessary arrangements to bury such body in a dignified manner.

23.3.6 The following supportive documents to substantiate the application must be submitted:

- Financial position statements (affidavits from SAPS).
- Letters from the Department of Social Welfare and Development, relevant Ward Councilor and or the Church leader, confirming the poverty conditions being experienced.

23.3.7 There will be no provision for payment other than to the contracted undertaker or service provider to execute the burial of the corpse.

23.3.8 No transport must be provided to the family for attending the funeral.

23.3.9 Financial contributions must be made towards food, tents etc.

23.3.10 Burials must be undertaken within Jozini only.

23.3.11 In the event of functions taking place after the funeral, irrespective of the financial source provided by any member of the family or community, the assistance will be considered null and void and the burial costs will be recovered.

23.3.12 No memorial, tombstone and or exhumation will be erected on the gravesite. Should such an application be received in future, the applicant will be held responsible for the payment of the costs incurred during the funeral.

23.3.13 Should an application be received for the purpose indicated in section 14 above due to financial status having improved in the family, the person wanting to conduct the above process in shall first reimburse the municipality whatever amount that was spent during the pauper burial before permission to erect the tombstone can be given.

23.3.14 All applications for pauper burials shall be submitted to the relevant local municipality from where the person died.

23.3.15 The Municipal Health Services Section shall be responsible for the implementation of this policy at the district municipality's level.

23.3.16 Whenever there are pauper burials to be conducted the local municipalities must inform the district municipality in writing within 14 days of the same to allow the district municipality to go through the procurement processes.

23.3.17 Both the local municipalities and the district municipality shall not be responsible for any financial losses that may occur or take place as a result of the pauper burial process.

23.3.18 This policy bind all local municipalities and the district municipality within Jozini to make sure that all pauper burials are coordinated in a proper manner and that where there are problems

regarding conducting of pauper burials such problems shall be negotiated and an immaculate solution shall be reached between the parties involved.

23.3.19 This policy must start operating in the financial year 2008/2009 to allow all municipalities within the district to make provision of the budget for the pauper burials.

23.3.20 All pauper burials to be undertaken within the district shall take place under the supervision of the Environmental Health Practitioner, who will make sure that, all the necessary basic requirements are adhered to.

23.3.21 The municipalities shall not be responsible for the removal of the body from home or street wherever it is found dead since that process is the prerogative of the South African Police Services (SAPS).

23.3.22 The municipalities shall engage themselves after all the processes necessary to be conducted by other authorities on a dead body have been confirmed to be concluded and that, a letter from that authority confirming the same must be forwarded to the relevant local municipality which will in turn do the same to the district municipality.

23.4 ROLES AND RESPONSIBILITIES

23.4.1 All local municipalities within Jozini's area of jurisdiction must make provision of budget for pauper burials.

23.4.4 No provision of payment shall be made by the district municipality to the local municipality but services shall be procured to ensure the process of pauper burial is undertaken accordingly.

23.4.5 Local municipalities must make land available for the execution of this service.

23.4.6 Once the district municipality and its local municipalities have agreed on the implementation of this draft policy and is approved by all councils, a memorandum of agreement binding both parties shall be signed as confirmation of adherence to this policy.

24 PERFORMANCE MANAGEMENT POLICY

24.1 PREAMBLE

24.1.1 The Municipality is committed to pursuing its vision through meeting the Municipality objective framed in its IDP documents.

24.1.2 The Municipality commits itself to providing a fair and transparent mechanism to guide the activities of each employee, identifying and creating appointments for staff development and a seamless performance should be assessed at all three levels namely Municipality, Departmental and Individual.

24.1.3 To be successful in managing performance the manager needs to:

- communicate the Municipality's strategic objective and Departmental goals to employees and show them how their work contribute to the success of the Municipality
- ensure that the employees know what is expected of them and why
- help employees to set challenging but realistic objectives and work with employees to help them achieve their objectives
- identify knowledge, skills and behaviours needed by the employee to achieve the objectives and performance standard that have been set
- complete the Personal Development Plan (PDP)

24.2 PURPOSES

24.2.1 The purpose of the performance management policy is to provide guidelines on how to manage Municipality performance towards the achievement of the Municipality objectives and comply with legislative imperatives.

24.2.2 It also helps to provide integrated framework for the improvement of performance and output of the Municipality.

24.2.3 Another objective is to achieve sustainable improvement in service delivery to the community.

24.2.4 To develop constructive and open relationship between managers and employees

24.2.5 To encourage and reward good performance

24.2.6 Link the PDP and individual performance

24.2.7 Enable individuals to develop their abilities, increase their job satisfaction and achieve their full potential so that both employee and the Municipality benefit

24.3 SCOPES

This policy is applicable to all employees at the bargaining level.

24.4 PERFORMANCE MANAGEMENT CYCLE

24.4.1 There are four key phases in the performance management cycle. This performance management system is designed to ensure that each phase is taken into consideration when managing employee performance



24.4.2 There are four questions one needs to ask:

24.4.2.1 What is the employee expected to do this year?

24.4.2.2 How well is the employee doing throughout the year?

24.4.2.3 How well has the employee done now that it is towards the end of the year?

24.4.2.4 What recognition will the employee get for outstanding performance?

24.4.3 The following table details the timing and activities required for each of the key phases in the performance management cycle.

Phase	Timing	Activities
-------	--------	------------

Planning	July – September	<p>Manager to schedule meeting with employees and agree to performance objectives of the year</p> <p>Both manager and the employee are required to prepare for this meeting</p> <p>Manager and employee to sign the performance agreement</p> <p>This is about jointly identifying individual performance expectations and gaining the employee's commitment to achieving these expectations. The identified expectations and commitments are captured in the performance plan or agreement.</p>
Coaching	Ongoing throughout the year October – December	<p>This is a crucial phase of continuously tracking and improving performance, through feedback and reinforcement of key results and competencies. During this phase, on a quarterly basis, the actual performance must be determined and be judged against the planned performance as well as other standards that have been set in advance. Hereafter it is possible to assess the performance of the employee regarding the quarterly obligation as well as the cumulative performance, i.e. whether the employee has performed consistently.</p> <p>In the event of unsatisfactory performance the supervisor and the incumbent need to identify remedial interventions of which some will be monitored on the score card of the incumbent and some on the score card of the supervisor depending on the level where the intervention can be controlled.</p> <p>Personal growth and development needs identified during any formal performance assessment discussion must be documented in a personal development plan as well as the actions agreed to and implementation must take place within set time frames.</p> <p>The employer must keep a record (coaching minutes per employee) of all the formal performance assessment meetings. Performance feedback must be based on the employer's assessment of the employee's performance.</p>

Reviewing	Midyear review January - March	<p>This phase involves jointly assessing actual performance against expectations. This is done bi-annually by the incumbent and the direct supervisor.</p> <p>The midyear review will be conducted every January to assess the relevance of the KPA's as well as the employee's performance against the KPA's and a formal final review shall be conducted after the end of the financial year i.e. in June.</p> <p>The employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.</p> <p>Manager and employee to prepare and agree on learning plans IDP</p>
Rewarding	April – July	<p>This phase establishes the link between performance and reward. It aims to direct and reinforce effective work behaviours by determining and allocating equitable and appropriate rewards to employees who have excelled.</p> <p>The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.</p> <p>Results of the performance reviews should be submitted to the MM so that the financial impact of reward on the Municipality can be determined</p> <p>Once financial rewards have been approved, Municipality to set up meeting with the employee to give feedback on the link to reward as a result of the review</p>

24.4.4 The manager's roles in performance management include the following:

24.4.4.1 using the performance management process to coach the employees, this involves giving ongoing feedback to employees and assessing their performance

24.4.4.2 setting objectives with employees in such a way that continuous improvement is encouraged

24.4.4.3 monitoring employee's performance against these objectives

24.4.4.4 using rewards and recognition to reinforce good performance

24.4.4.5 managing poor performance appropriately

24.4.4.6 train, coach and develop employees

24.4.5 The employee's roles in performance management include the following:

24.4.5.1 suggesting challenging but realistic objectives that will support Municipality strategy and the Departmental goal

24.4.5.2 taking responsibility for the standard of their performance by trying to improve and develop themselves

24.5.5.3 asking their manager for information, help or advice to assist them in meeting their own performance

24.5.5.4 making suggestions on how they can improve on their performance

24.5.5.5 keeping their manager informed of any problems or potential problems which may affect their ability to achieve some or all of their objectives and performance standards

24.6 WEIGHTING AND SCORING PERFORMANCE

24.6.1 Weighting shows the relative importance of one objective against another objective. Every objective in the performance agreement must be assigned a weighting. The total of the weighting on the performance agreement must add up to 100 points. An important objective may for example be assigned a weighting of 25 out of total of 100 whereas a less important objective may be assigned a weighting of 10 out of total of 100.

24.6.2 The purpose of the weighting is to show employees what the key focus areas are in their work. If an objective has a higher weighting than any other objectives then the employee will know that this is a key objective in terms of being successful in his / her work.

24.6.3 The key focus in these positions is on delivery and achieving results. No weighting are allocated to input for skills, knowledge and behavior. These are rated separately for developmental purposes only.

24.7 RATING

Each KPI will be rated according to a set of criteria as applicable to a five point scale (see the table below).

Rating	Criteria
5	Performance far exceeds the standards expected of an employee at this level. The appraisal indicates that the employee has achieved above fully effective results against all performance criteria as specified in the performance agreement and performance plan and maintained this in all areas of responsibility throughout the year.
4	Performance is significantly higher than the standard expected. The employee has achieved above fully effective results against more than half of the

	performance criteria as specified in the performance agreement and performance plan and maintained this in all areas of responsibility throughout the year.
3	Performance fully meets the standard expected. The employee has fully achieved effective results against all the performance criteria specified in the performance agreement and performance plan and maintained this in all areas of responsibility throughout the year.
2	Performance is below than the standard expected, but meets some of the standards. The employee has achieved below fully effective results against more than half of the performance criteria as specified in the performance agreement and performance plan and maintained this in all areas of responsibility throughout the year.
1	Performance does not meet the standard expected. The employee has failed to demonstrate the commitment or ability to bring performance up to the expected level despite management efforts to encourage improvement.

24.8 CORE COMPETENCIES

Every employee no matter at what level or within what function is required to demonstrate a number of behavior and skills that are considered core to achieving the objectives of the Municipality. The competencies represent behaviours that, when displayed by the employees, will contribute to outstanding performance within the municipality

24.9 THE LINK TO REWARD

In order to encourage high standards of performance, the good performers should be rewarded. Employees will be awarded for good performance as per the agreed performance score card. Ultimately financial rewards (if any) will be determined through the appropriate agreement and is subject to the availability of funds. The MM must approve it.

PROPOSED TABLE LINK TO REWARD

FINAL SCORE(PERCENTAGE)	TYPE OF REWARD
1	Remedial / Training / Counselling
2	Nothing
3	Booked 2 days holiday(Hotel will be the employer's choice)
4	4% of Basic salary or
5	5% of Basic salary or

24.10 THE LINK TO TRAINING AND DEVELOPMENT

Every employee is required to have a PDP that is prepared at the end of the formal performance review. These plans should form a key part in the skills development planning process. PDP provide the opportunity for managers and employees to jointly identify the training and development needs in order to improve job performance and to support individual development.

24.11 THE APPEAL PROCEDURE

24.11.1 The employee must appeal to Departmental Head in writing within five working days should the employee not agree with the content of their performance agreement after the planning discussion or with the final scores that are allocated to him / her by his / her manger after the review discussion.

24.11.2 The Departmental Head or his / her nominee must try to resolve the matter by calling a meeting between the parties within five working days following the receipt of appeal.

24.11.3 The Departmental Head or his / her nominee must enhance the reaching of consensus by involving an employee who acts as an independent advisor.

24.11.4 After hearing the motivations of the parties the Departmental Head or his / her nominee will reach a final decision.

24.12 MANAGING POOR PERFORMANCE

24.12.1 STEPS IN MANAGING POOR WORK PERFORMANCE

STEPS IN MANAGING POOR WORK PERFORMANCE

The management of poor work performance is summarized in the following

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Awareness	First Poor Work Performance Meeting	Remedial Actions	Monitor	Final Poor Work Performance Meeting	Dismissal Hearing

24.12.1.1 Step 1 Awareness

If a manager notices that an employee's work is not meeting the required performance standard and or planned target he or she should, at the earliest possible opportunity, make the employee aware of the fact, in the case of minor cases of unsatisfactory work performance, just to alert the employee thereof

24.12.1.2 Step 2 First Poor Work Performance Meeting

24.12.1.2.1 The key to appropriate management of poor work performance is finding out the reason for the poor performance. In serious cases of unsatisfactory work performance or if the employee's work performance does not improve a meeting with the employee concerned must be arranged by means of a sufficient written notification.

24.12.1.2.2 At the onset of the meeting the employee must be asked if he / she wants the shop steward to be present. If the employee does not want a shop steward to be present it must be documented.

24.12.1.2.3 The manager should, during the course of this meeting, seek to set the employee at ease, and should not intimidate or threaten the employee. Instead, the manager or supervisor should inform the employee that "it appears that the employee is having problems meeting the required performance standard(s) and/or planned target(s)".

24.12.1.2.4 The manager or supervisor should also indicate to the employee that the purpose of the meeting is to:

- confirm that the employee is aware of the performance standard and planned targets.
- if the employee is not aware of the performance standards, explain to the employees the required performance standards
- inform the employee that he /she does not meet the required standard and planned targets
- determine the reasons for the poor work performance.
- determine the manner in which the poor work performance is to be addressed, including the practical steps that need to be taken by both the employee and the manager or supervisor.

24.12.1.2.5 The manager or supervisor should use a joint problem-solving approach in this meeting, and should indicate that the employee is also involved in the joint problem-solving approach. It should be made clear to the employee that the resolution of the poor work performance problems are not only managerial issues, but that the employee is actively involved in the process.

24.12.1.2.6 The employee should be given an opportunity to explain or set out, in his or her own terms, the reasons for the poor work performance. This explanation should be heard without interruptions.

24.12.1.2.7 If an employee disputes the poor work performance, the manager or supervisor should indicate actual situations or cases where the employee's work performance did not meet the performance requirements. This may include (but is not limited to) the following situations:

- situations where the employee's work was of a poor quality
- cases where the employee's work was late or did not meet deadlines
- situations where the employee's work not done at all
- situations where the employee's work contained a number of mistakes
- situations where the employee's work did not comply with other standards

24.12.1.2.8 The manager or supervisor should objectively listen to the reasons offered by the employee for the poor work performance. The manager or supervisor should not judge the validity or appropriateness of the stated reasons for the poor work performance at this point.

24.12.1.2.9 The manager or supervisor must note the employee's reasons. If necessary, the manager or supervisor must check with the employee that the formulation of the reasons for the poor work performance is correct.

24.12.1.2.10 The manager or supervisor must ensure that he or she notes a correct and true reflection of the reasons offered by the employee for the poor work performance. Misunderstandings, confusion and ambiguities must be avoided. This document should be signed by the employee, employer and also the shop steward if the latter is present.

24.12.1.3 Step 3 Remedial Actions for Poor Work Performance

24.12.1.3.1 Agreeing or determining remedial measures:

- it is vitally important for the manager/supervisor to discuss, and, if possible, agree on a reasonable course of action with the employee to address the poor work performance.
- prior to this meeting the employee must indicate if the shop steward should be present and if so, the presence of the shop steward should be arranged in advance.
- the verbal communication must be followed up in writing.
- the measures and the course of action may be discussed and agreed with the employee concerned either during the same meeting where the reasons for the poor work performance were discussed, or in a subsequent meeting.
- if the employee does not agree, the manager or supervisor may unilaterally decide on a reasonable course of action to remedy the situation.

24.12.3.2 The steps to be taken to remedy the employee's poor work performance may include the following:

- evaluation of the employee's current performance, with the aim of clearly and unambiguously indicating to the employee where his or her performance does not meet the required performance standard(s) and/or planned target(s).
- instruction of the employee in the best way to perform the tasks, so that the employee can meet the required performance standards
- informally counseling the employee in respect of the work performance, the required performance standard(s) and/or planned target(s) or any other matters that may directly or indirectly have a bearing on the employee's poor work performance
- formal or informal training of the employee which may include formal external training provided by an outside training service provider (sending the employee on a course), informal mentoring

24.12.1.4 Step4 Monitoring

24.12.1.4.1 The employee must be given an appropriate opportunity to improve his or her work performance. This will depend on a number of factors, including the extent to which the employee's work performance is deficient, the complexity of the employee's work, and the performance improvements expected of the employee.

24.12.1.4.2 Clear milestones should be set in the course of remedial action. These targets should lead to a final stage where the employee's work performance fully complies with the performance standard(s) and/or planned target(s). It is not practical to expect the employee to improve his or her

work performance immediately or overnight. The remedial process must be gradual and the milestones set should assist the employee in reaching full compliance with the performance standard(s) and/or planned target(s).

24.12.1.4.3 As a guideline, it is suggested that regular follow-up and progress meetings be scheduled between a manager/supervisor and the employee concerned at least once a month but meetings once a fortnight or once a week may also be appropriate. How often these follow up and progress meetings are to be held will depend on the seriousness of the poor work performance, the ability of the employee to improve, the time required for the employee to improve his or her work performance, the complexity of the employee's tasks, and the nature of the remedial steps discussed and agreed to between the manager and the employee.

24.12.1.4. Clear written records, signed by the employee, should be compiled at these follow-up and progress meetings and filed.

24.12.1.5 Step 5 Final Poor Work Performance Meeting

24.12.1.5.1 If the remedial measures have been exhausted, and the manager/ supervisor are convinced that there has been no improvement in the employee's work performance, a final meeting with the employee must be scheduled.

24.12.1.5.2 At this meeting the employee may be represented by a trade union representative of his or her choice or a fellow employee.

24.12.1.5.3 The purpose of this meeting is to inform the employee of the following:

- those problems have been experienced with the employee's work performance for some time.
- that the manager/supervisor has exhausted all remedial measures suggested and that the employee has been given an appropriate opportunity to improve his or her performance to meet the required performance standard and/or planned target.
- that, despite the fact that the employee was aware of both the required performance standard(s) and/or planned target(s) and the extent to which the employee's work did not meet the performance standard(s) and/or planned target(s), the employee's work still fails to meet the performance standard(s) and/or planned target(s).
- that if the employee does not improve his or her work performance regarding the required performance standard(s) and/or planned targets within the reasonable time after the date of the final meeting, dismissal is a real possibility.

24.12.1.5.4 The manager/supervisor must carefully note the time, date and place of this formal poor work performance meeting note the names of the persons present, make a brief summary of what was said at the meeting and take minutes. The summary must be signed by all parties present. Should the employee refuse to sign it must be recorded as such in the minutes and signed by a witness.

24.12.1.7 Step 6 Dismissal Hearing

24.12.7.1 Dismissal on the grounds of poor work performance must always be regarded as a last resort, to be applied only if all appropriate remedies have been exhausted and the employee's work performance has not improved to the extent of meeting the required performance standard(s) and/or planned target(s).

24.12.7.2 Formal dismissal proceedings on the grounds of poor work performance may only be initiated month after the formal poor work performance meeting and only if the employee's work performance still does not meet the required performance standard(s) and/or planned target(s) at this point.

24.12.7.3 An employee should be advised, in writing, to attend a meeting on a date and time no less than 5 working days from the time and date of the notice in order to state why he or she should not be dismissed for poor work performance. This written advice to the employee should also indicate the specific grounds for dismissal.

24.12.7.4 The Poor Work Performance Tribunal, comprising of the HOD or his/her nominee, the manager/supervisor concerned and the Human Resources Management or his/her nominee will be constituted to hear the matter. The Human Resources Management (Presiding Officer) or his/her nominee will chair the meeting.

24.12.7.5 At the hearing the employee will be entitled to:

- present his / her case or may be represented by the Union representative or a fellow employee
- an interpreter if needed

24.12.7.6 At the dismissal hearing the Departmental Head or nominee and manager/supervisor concerned must prove the following facts and give the employee an opportunity to respond:

24.12.7.7 The employee failed and continues to fail to meet a performance standard(s) and/or planned target(s).

24.12.7.8 The employee was aware of the required performance standard(s) and / or planned targets and / or the employee was informed of the required performance standard

24.12.7.9 That there was a proper investigation of the reasons for the unsatisfactory work performance and unsatisfactory work performance and an appropriate course of remedial action taken and implemented

24.12.7.10 The employee was given a fair opportunity to meet the required performance standards and / or planned targets

24.12.7.11 The employee was given all appropriate evaluation, instruction, training, guidance and counseling

24.12.7.12 The reason why dismissal is the only solution/remedy/option.

24.12.13 Dismissal is effected by notifying the employee in writing that he or she, after the formal meeting, is dismissed for poor work performance under signature of the Municipality Manager.

24.12.14 If the dismissed employee is dissatisfied with the decision of the MM, he / she may refer a dispute to the Bargaining Council

24.13 ANNEXURE

24.13.1 INDIVIDUAL PERFORMANCE AGREEMENT

Employee Name		<i>N Gumede</i>		Employee Number	KZ272363		
Job Title		<i>HR Manager</i>		Department	Corporate Services		
Immediate Supervisor		<i>Executive Director: Corporate Services</i>		Financial Year	(2017/18)		
Position Purpose		Manages, plans, leads and directs the Human Resource Management function at the Jozini Local Municipality through the design, development and alignment of policies, procedures, systems and controls guiding critical human resources interventions, applications and outcomes and, providing strategic advice on the mission critical initiatives with respect to Human Resources development aimed at supporting the accomplishment of the Municipality's key performance areas and service delivery objectives					
Key Performance Areas(KPAs)	Weighting		KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Evidence
	KPA	KPI					
R & S	20	10					
		10					
PMS	35	10					
		15					
T & D	35	20					
		15					
Policies	15	10					
		5					
Total	100	100					
Scorecard Signed and accepted by HR Manager: Mrs N Gumede						Date	
Scorecard signed on behalf of the employer by Executive Director: Corporate Services: Mr SW Zondo						Date	
<i>By signing this performance scorecard, the manager and employee hereby indicate their full understanding of, and agreement with the contents of the scorecard. The manager and the employee both acknowledge that this is in full compliance with the Jozini Municipality's Performance Management Policy.</i>							

24.13.2 QUARTERLY PERFORMANCE REPORTING TEMPLATE

First Coaching Session

Performance Area (KPA)
R & S

KPI No	Performance Indicator (KPI)	Target	Actual
1.3			
PMS			
KPI No	Performance Indicator (KPI)	Target	Actual
1.3			
T & D			
KPI No	Performance Indicator (KPI)	Target	Actual
1.3			
Policies			
KPI No	Performance Indicator (KPI)	Target	Actual
1.3			
Comments on Progress & Challenges		Proposed Plan of Action	
Progress:			
Challenges:			

MID TERM PERFORMANCE REVIEW
(30 September)

SECOND COACHING SESSION
(31 December)

FINAL PERFORMANCE REVIEW
(31 March)

REWARD ALLOCATION
(31 May)

25 PROBATION POLICY

25.1 PREAMBLE

In an attempt of ensuring that Probation is undertaken in a uniform and in a systematic approach Jozini Municipality is hereby adopting Probation policy.

25.2 PURPOSE

The purpose of this policy is:

25.2.1 To ensure that the candidate who best meets the selection criteria is permanently appointed

24.2.2 To assess, as early as possible in a working environment, an employee's suitability for employment in a particular job.

25.3 SCOPE

This policy is applicable to all employees of Jozini Municipality.

25.4 DEFINITION

25.4.1 Probation "means a period of time during which a person is carefully watched to see that he is capable of the job

25.4.2 Employee "means any person, excluding an Independent Contractor who works for the Municipality and who receives or is entitled to receive any remuneration or any person who is in any manner assist in carrying on or conducting the business of the municipality".

25.4.3 Employer "means Jozini Municipality"

25.5 LEGAL FRAMEWORK

This policy is governed by the following legislation:

25.5.1 Basic Conditions of Employment Act

25.5.2 Condition of Service and Collective Agreement

25.6 PROBATION PRINCIPLES

25.6.1 Employees are employed on a probationary period for three (3) months.

25.6.2 During the probationary period, employees must be given the opportunity to demonstrate the standards expected of them and be provided with appropriate feedback, assistance and support to achieve them.

25.6.3 Resignation or termination during this period should comply with Basic Conditions of Employment Act Section 37.

25.6.4 Human Resources should be there to give advice and support to all employees during the probationary period. All Managers should discuss as early as possible, with Human Resources, any doubts or uncertainties about an employee's progress.

25.6.5 The line manager must inform the HR Department when the employee has successfully completed the probationary. The HR department will in turn, confirm the employee's formal appointment to a position by means of a written letter to the employee.

25.6.6 The probationary period may be extended based on the performance of the individual. If an extension is to be applied, the employee is to be advised in writing of such an extension and the conditions set out for this extension.

26 PROMOTION POLICY

26.1 PREAMBLE

In an attempt of ensuring that the promotion of officials is undertaken in a uniform and systematic approach, Jozini Municipality is hereby adopting the Promotion Policy.

26.2 PURPOSES

26.2.1 To achieve optimum utilization of employee skills by employing suitable persons in more advantageous positions through post promotions;

26.2.2 To minimize the effects of job poaching and job hopping by creating a conducive workplace environment in which employees are aware that there are prospects for upward mobility and good incentives for excellent performance;

26.2.3 To ensure that employees are utilized for the purpose of meeting the human resources needs of the municipality;

26.2.4 To enhance career development of employees.

26.3 SCOPES

This policy is applicable to all permanent employees of the Jozini Municipalities, except the Municipal Manger, Executive Directors and those employed by the Council of the Municipality in terms of Section 57 of the Municipal Systems Act No32 of 2000 and all employees employed by the Municipality on a fixed term employment contract.

26.4 LEGAL FRAMEWORK

26.4.1 Skills Development Act

26.4.2 Labour Relations Act

26.4.3 Basic Conditions of Employment Act

26.5 REQUIREMENTS FOR PROMOTION

26.5.1 The candidate should meet the basic qualification of the position and have fulfilled all the requirements associated with the position

26.5.2 The candidate who has established reputations in his / her discipline areas and whose contributions are unquestionable

26.5.3 The candidate should be able to demonstrate that he / she possesses the majority of the criteria required for the position

26.6 PROCEDURE

26.6.1 The HOD must identify individuals that are eligible for a promotion and drafts a report to appear in the Corporate Portfolio Committee who then makes a recommendation to the Council

26.6.2 The Council resolution must be sent to HRD, who then informs the promoted employee in writing of the details of the promotion such as new position, date and salary.

26.6.3 The HRD must draft a change in designation acceptance letter for the employee to sign and must be returned to HRD to be put in the employee file.

26.6.4 When an employee is promoted, his / her salary shall be adjusted in such a way that he receives at least one increment on his existing scale and, unless the Council determines an earlier date, the first day of the working month / week in which the employee is promoted for such date as may be agreed upon, shall be regarded as his /her new incremental date

26.6.5 An employee shall only be promoted to a higher position in the event of the existent of a vacant position

26.6.6 An employee who canvasses support with a view to promotion shall not be considered for such promotion.

26.7 ANNEXURES

A.1 PROMOTION LETTER

Reference: 4/1/2

Date:

STRICTLY CONFIDENTIAL

To: Name of the Employee

ID NO:

Dear Sir

PROMOTION LETTER: (TITLE OF THE POSITION)

*The management is pleased to inform you that in view of your good performance and dedication, you are promoted from being **(Current Title of the Position)** to **(New Position)** in **(Name of the Department)** at Jozini Municipality. You will be required to work by doing all the work related to the **(New Position)** as and when required.*

*Your will report directly to the **(Immediate Supervisor)**.*

Your promotion is with effect from **(Assumption Date)**.

Your salary will be changed from **(Current Salary to (New Salary)** total cost to employer. You will be given the opportunity to structure your package the way that suits your personal needs

All other Terms and Conditions will remain unchanged.

Furthermore, the management wishes to thank you for your contribution to this Municipality and looking forward to your continuous support.

YOURS FAITHFULLY

(Municipal Manager's name)

MUNICIPAL MANAGER

LETTER OF ACCEPTANCE

I hereby accept / do not accept (delete whichever is not applicable) the promotion to the position of a **(Title of the new position)** in the **(Name of the Department)** and understand the terms and conditions as set out in the letter of appointment.

Signature

Date

27 RECRUITMENT AND SELECTION POLICY

27.1 PREAMBLE

The Jozini Municipality is striving towards the improved service delivery by championing sustainable development through accountable governance. The Municipality therefore needs to be able to attract and retain staff of the high caliber. Jozini Municipality is an equal opportunity, affirmative action employer and pays detailed attention to the Recruitment and Selection of staff to ensure fair and objective treatment to all candidates.

27.2 PURPOSES

The purpose of this policy is to:

27.2.1 Provide a sound framework for the attraction, development and retention of the high caliber employees.

27.2.2 Align the Recruitment and Selection practices with all legal requirements.

27.2.3 Introduce fair and objective principles and procedures for the staffing of the Municipality

27.2.4 Provide guidelines for the appointment of candidates to the Municipality

27.3 SCOPES

27.3.1 This policy is applicable to all current and prospective Municipality employees irrespective of the nature of employment viz: Full time / permanent employees, fixed term period, casual workers.

27.3.2 In order for the policy to be active it is essential that any employee who is involved in any aspects of the Recruitment and Selection of staff is aware of this document and adheres to it. It is the responsibility of the senior management or the Heads of Departments (HOD) in conjunction with the Human Resource Department (HRD) to ensure that this is the case.

27.4 DEFINITIONS

The aim to elaborate on a definition is to reach consensus amongst stakeholders in the interpretation and application of a specific definition. The following definitions however need further clarity as to understand the practical implication thereof:

27.4.1. **“Candidate”** means a candidate for a vacant post

27.4.2 **“Employee”** means any person who is permanently employed by the Municipality.

27.4.3 **“Contract Employee”** means employee who is employed for a specified period of time excluding S56 and S57 employees as per the Municipal Systems Act.

27.4.4 **“Internal Candidate”** means permanent, temporary and contractual candidate that is currently working for the Jozini Municipality.

27.4.5 **“Municipal Council”** means Jozini Municipality.

27.4.6 **“Panel”** means a committee consisting of the Management, HOD and / or Supervisors, an employee from HRD and representatives of Trade Unions in this case, IMATU and SAMWU (as observers in interviewing only) with the sole purpose of short listing, interviewing, and appointing candidates except for levels 17 and above of the task evaluation system in which case the Municipality will decide.

27.4.7 **“Reference Checks”** means the gathering of information about a candidate’s past work history from the people he /she has been reporting to.

“Suitably Qualified Person” means any of or any combination of the following:

Formal qualification

Prior learning

Related experience

Capacity to acquire, within reasonable time, (six months) the minimum requirement

27.4.9 **“Temporary Employee”** means employee who works for the specific period but not more than 45hrs a month as per agreement determined by Municipality.

27.4.10 **“Trade Unions”** means organized labour as represented in the Jozini Municipality by Independent Municipality and Allied Trade Union (IMATU) and South African Municipality Workers Union (SAMWU).

27.4.11 **“Vacant Position”** means a position that is on the approved organization structure of Jozini Municipality which is not occupied as a result of but not limited to resignation, death, dismissal, demotion, promotion and medical boarding.

27.4.12 **“Recruitment and Selection”** means the process that employers use to attract suitable candidates. This involves various selection techniques such as short listing, scoring, interviews, assessment and reference or background checks.

27.4.13 **“Job Application Form”** is a mechanism that is used by an employer as part of selecting a suitable candidate for a position.

27.4.14 **“Short Listing”** means a process in which an employer considers all applications including CV and other related documents. An Employer should place those candidates who meet the minimum job requirement on the short list.

27.4.15 **“Interview”** is the selection tool that provides the employer with the opportunity to meet the job candidate.

27.4.16 **“Suitably Qualified Person”** means a person who has the abilities, relevant qualification, experience or potential to acquire, within a reasonable time, the skills and competencies needed to perform a particular job.

27.5 LEGAL FRAMEWORKS

This policy is governed by the following legislation:

27.5.1 Labour Relations Act (Act 66 of 1995)

27.5.2 Basic Conditions of Employment Act

27.5.3 Employment Equity Act (act 55 of 1998)

27.5.4 Constitution of the Republic of South Africa (Act 108 of 1996)

27.5.5 Local Government: Municipal Systems Act (Act 32 of 2000)

27.5.6 Skills Development Act

27.6 FOUNDING PRINCIPLES

27.6.1 The Recruitment and Selection Policy and its implementation will be fundamentally aimed at matching the human resources to the strategic and operational needs of the Municipality and ensuring the full utilization and continued development of employees.

27.6.2 Each appointment must be rationally and objectively justifiable by reference to the strategic and operational needs of the Municipality.

27.6.3 The responsibility of the Council is to determine the strategic and the operational needs of the Municipality, and the relevant reporting and managerial structures of the organization.

27.6.4 All aspects of the staffing, structuring, recruitment, selection, interviewing and appointment of employees will be non-discriminatory and will afford applicants equal opportunity to compete to vacant positions, except as provided in this policy with reference to affirmative action and employment equity.

27.6.5 With reference to the Constitution of South Africa Act no.108 of 1996, as amended, and the provisions of Chapter II of the Employment Equity Act no.55 of 1998, under no circumstances should any person be refused employment on any arbitrary or discriminatory basis, family responsibility, ethnic or social origin, colour, sexual, orientation, age, disability, religion, HIV status, conscience and belief.

27.6.6 The Jozini Municipality is committed to socio-economic upliftment of its residents and an employment equity employer, and to this end employment preference will be given to Jozini residents and the surroundings who are suitably qualified and are members of the designated group as defined in the Employment Equity Act of 1998 as consisting of black people, women of all races and people living with disabilities.

27.7 PROCEDURES

Recruitment and Selection must be seen as the first step in the process of filling a vacant post “sourcing a pool of possible and suitable candidate” must be approached from the perspective of

transformation. Recruitment, Selection and Retaining the right people is paramount to the success of Jozini Municipality.

Recruitment and Selection is an area of decision making that requires thorough attention, accompanied by best practice guidelines to ensure that risks of corruption and unfair practices are minimized

27.7.1 Vacancy Arises

When the vacancy first arises, whether this is due to the current post holder leaving the Municipality or it's a new role within the Municipality structure, it is important to evaluate carefully the need for the post.

27.7.2 The Need

There should be a need to fill the position. Managers are responsible for establishing a business need for recruitment and for justifying the need to fill the vacancy or the need to create a new position. The necessity for filling the post shall be assessed and requested by the Head of Department (HOD), authorized and approved by Municipal Manager (MM)

27.7.3 Employment Requisition Form

Employment Requisition Form needs to be completed for Director's approval before the recruitment process can be initiated by Human Resources. It is necessary to ensure that a vacancy does exist. HOD must complete the employment requisition form and submit to Human Resources Department (HRD). The HRD should take it to the Corporate Portfolio Committee / Local Labour Forum. The employment requisition form must be authorized and approved by the MM as per **Annexure A**. The requisition form must be accompanied by the approved organogram. It is important to ensure that the budget exists for the appointment of a new employee. The information supplied on this form will be vital in drawing up the internal and, if necessary, external advertisement. Incorrect or insufficient information could therefore compromise the ability to source the appropriate candidates

27.7.4 Job Specification

HRD must obtain the detailed job specification from the HOD. The essential requirements of a job must reflect the needs of the Municipality and must be appropriate to achieve the strategic objectives of the Municipality. The outputs, skills, knowledge and competencies and stated educational requirements shall be scrutinized as to their relevance and applicability.

Care should be taken when drawing up the job specification to avoid discriminating against certain groups of candidates. Guidance should be sought from the HRD. Such validation shall be duly undertaken by the HRD in consultation with the HOD concerned and approved by MM.

27.7.5 Advertisement

HRD advertises the position both internally and externally. The validated information as referred to the above shall form the basis for the advertisement and all advertisement shall clearly state the relevant minimum job requirement, levels of qualification and experience, and application

procedures, together with the closing dates for the receipts of the applications. All advertisements must be supported by the portfolio and approved by MM as per **Annexure B.**

27.7.6.1 Internal Advertisement

27.7.6.1.1 Positions from Task Grade 01 to Task Grade 11 will be first advertised internally for a period of five days

27.7.6.1.2 Internal advertisement will be placed on designated notice boards and other appropriate places.

27.7.6.1.3 Vacancies will be subject to the requirements of the Employment Equity Plan and Policy

27.7.6.1.4 In the event that no suitable internal candidate is found, the HRD will advertise the vacant position externally

27.7.6.2 External Advertisement

27.7.6.2.1 Positions from Task Grade 12 and above will be advertised externally for a period of 10 days.

27.7.6.2.2 External Advertisement will be placed in an appropriate media / publications ensuring maximum access by the designated group and on the Municipality website

27.7.6.2.3 The services of external employment/ personnel agencies may be utilized for recruitment purposes. The selection of such agencies shall however, comply with the Municipality's approved Supply Chain Management Policy and any deviation to be approved by the MM.

27.7.7 Profiling of Candidate and Compiling the Short Lists

27.7.7.1 All applications will be collated from Registry Section and be recorded in a Master Sheet plan A and B by Human Resources it must be signed by the HRD as the evidence of preparation before the short listing as per **Annexure C.**

27.7.7.2 Short listing is the process during which all applications received in time for a specific advertised position is evaluated against the actual minimum job requirements, the declaration of secrecy should be signed as per Annexure D. Once the applications have been received, the short listing of the candidates must be done with the aim of achieving the numerical goals set by the Municipality and as per the Employment Equity Plan

27.7.7.3 Internal candidates should be given the first preference, should they meet the prescribed requirement and Employment Equity target

27.7.7.4 It must be kept as short as possible (4 to 6 candidates' maximum) if there are many applicants who meet the job requirements.

27.7.7.5 Even one applicant can be shortlisted if it is the internal candidate, provided he / she meets the prescribed requirement and the Employment Equity target.

27.7.7.4 Once the short list has been agreed upon, all panel members must sign the short list attendance register and no other candidate will be included without the consent of all panel members. The panel members must decide when the interviews will take place.

27.7.7.5 The shortlisted candidates must be submitted to the MM for the approval as per **Annexure E**

27.7.7.5 The panel must consist of HRD, HOD or Immediate Supervisor concerned, and union representatives (IMATU and SAMWU) as observers. The shortlist panel shall peruse the curriculum vitae of all applicants from the Master list B and thereafter compile a shortlist of candidates based on the close match to the job requirement to be invited for the interview.

27.7.8 Interviews

27.7.8.1 HRD will invite all short listed candidates for interviews. All interviews will be structured with the same questions posed to all candidates. The interviewing panel should endeavor to reach consensus on the successful candidate. If no consensus were reached, the ruling of the MM will be final.

27.7.8.2 Every member of the panel should at all times be present during the interview and should be consistent. Questions of a discriminatory character should be avoided at all cost.

27.7.8.3 All panel members shall keep all information obtained during the interview and selection process confidential and the confidentiality form must be signed.

27.7.8.4 Anyone who fails to observe the confidentiality shall be guilty of misconduct, disciplinary action will be instituted against such a person and shall not be allowed to attend the interviews again.

27.7.8.5 Canvassing by candidate or any other person on behalf of the candidate for appointment or promotion to positions within the Council's service is prohibited and evidence therefore will disqualify the candidate for consideration thereof.

27.7.8.6 Any member of staff involved in the interviewing process who has a personal or family relationship with a candidate must bring this attention to the panel members and all panel members must sign the declaration of interest form. Any member of the Interview Panel shall withdraw from an interview panel should he/ she has any personal interest or bias, or prejudice with regard to any of the applicants.

27.7.8.7 All members of the interview panel are required to abide by all the principles contained in this Policy and each member of the Interview Panel shall sign a Declaration of Secrecy as per **Annexure F** or confidentially binding themselves to secrecy and confidentiality.

27.7.8.8 The Interview Panel shall determine and unanimously agree upon the relevant questions to be presented to candidates and the weighting to be allocated to each question.

27.7.8.9 The scores of each candidate of the structured interview are entered into Annexure E and shall be handed over immediately after assessment by the Panelist to the interview coordinator.

27.7.8.10 The HRD shall tally up the scores of all candidates immediately after it is received and complete the process.

27.7.8.11 The candidate with the highest overall assessment as per the scores might be declared the successful candidate for the appointment to the post and the recommended candidate to be appointed must be submitted to the MM for approval as per **Annexure G**.

27.7.8.12 In the event that no suitable candidate is identified during the interview, the HOD has a right to headhunt candidates should they meet the prescribed requirements and the Employment Equity Plan Target

27.7.9 Selections and Assessment Methodology

27.7.9.1 Selection criteria shall be objective and related to the inherent requirement of the job and realistic future needs of the Municipality. The selection decision might be based upon the highest scores obtained by candidates and on the assessment of the candidates in conjunction with Section 20(3) d of the Employment Equity Act and in the context of organization requirements. The MM may consider other as overriding factors not limited to local residence, youth, women, disability and potential to acquire competence on the job within a reasonable time period by the applicant.

27.7.9.2 In accordance with 27.7.9.1 above, the preferred candidate shall be duly recommended and appointed as the successful candidate, to the vacant post.

27.7.9.3 In the event that the candidate duly appointed to the post, declines the appointment for any reason whatsoever, then the candidate with the second highest score shall be recommended for appointment to the next post, provided that this candidate adequately meets all the minimum requirements and consideration of the post.

27.7.9.4 If two candidates obtain the same score during the interview, they will be subject to a written assessment test to determine the suitability of the candidate, or the Employment Equity targets will prevail.

27.7.9.5 The results of the assessment test and the scores obtained will be combined and the candidate with the highest score will be appointed.

27.7.9.6 It is recommended that a range of selection methods, that are suitable for assessing both the essential and desirable criteria in the person specification are established as this will enhance objective decision making. HRD can give advice and guidance in this area.

27.7.9.7 The Municipality shall only make use of assessment techniques which:

- have been shown to be valid and reliable
- can be applied fairly to all applicants
- are not biased against any applicant or group

27.7.9.8 The assessment process is an integrated process and the final decision shall be based on the results of the whole process.

27.7.9.9 The HRD and the panel shall be responsible for ensuring the integrity of the assessment process and the use, administration and application of assessment techniques.

27.7.9.10 Practical testing shall be at the discretion of the Interview panel in consultation with the HOD concerned, and shall be administered by the HRD before and after the interview and in a strictly controlled environment. The results of the practical test shall be added on to the results of the structured interview in order to obtain a final result.

27.7.9.11 Medical testing will only be utilized if required or permitted by legislation, or if it is justified in the light of medical facts with regards to the essential requirements of the job.

27.7.10 Scoring and Rating Procedure

27.7.10.1 Scoring will be based on the competency of the candidate answering the questions

27.7.10.2 The interviewee with the highest score may not necessarily be appointed, due to other facts such as related experience, interpersonal relations and leadership, assessment test results and the requirement of the Employment Equity Plan.

27.7.10.3 Affirmation Action and Employment Equity will be taken into account

27.7.10.4 The individual scoring, rates and other relevant information from each member of the panel, will be discussed to enable the panel to reach consensus.

27.7.10.5 A recommendation for appointment shall be supported by the majority of the panel members.

27.7.10.6 An interview score sheet will be completed and signed by all relevant persons agreeing on the choice of the candidate as per **Annexure H**.

27.7.10.7 Union representatives attend the interviews solely as observers and are not entitled to score.

27.7.11 Reference and Background Checks

27.7.11.1 Only referees who have been previously the supervisors of the applicant should be contacted. Under the following circumstances the lack of a reference shall not be used to disqualify an applicant:

- applicant has had no previous experience
- the current employer is the only source of reference and the candidate has not given permission to municipality to contact.

27.7.11.2 No reference checking will be conducted on an applicant before an interview is conducted, but pre-screening in order to validate information on the Curriculum Vitae may be conducted only in relation to the essential requirement of the job.

27.7.11.3 The reference shall be based on the essential requirements of the job and shall be conducted in a structured format by the HRD as per the **Annexure I**

27.7.11.4 The background check should include but not limited to criminal checks, qualification check.

27.7.12 Feedback to Candidates

27.7.12.1 The HRD shall inform the successful candidate of the appointment, in writing, and shall obtain written confirmation from the candidate of his/ her acceptance/ non acceptance of the appointment.

27.7.12.2 All persons appointed shall formally accept the appointment by way of signing the Municipality's Employment Contract prior to commencement of duties

27.7.13 Offer Letters / Appointment Letters

27.7.13.1 As per S55 of Municipal Systems Act this power remains with MM or (the Council in case of MM and Managers reporting directly to MM) who after studying recommendations can sign the appointment letter thus authorizing the HRD to take the process forward.

27.7.14 Regrets

27.7.14.1 HRD sends out the regret letters to the unsuccessful candidates as per **Annexure J**. The HRD will on request provide feedback to unsuccessful candidates for career development purposes.

27.7.15 Disputes

27.7.15.1 In accordance with the clause 23(iv) of the Local Government where requested in writing, internal candidates shall be given the reasons in writing for not being appointed

27.7.15.2 This advice must be requested by an unsuccessful candidate within two working days of being notified that the application was unsuccessful.

27.7.15.3 The HRD together with the line manager shall provide the unsuccessful candidate with the reasons why he / she was unsuccessful.

27.7.15.4 If the unsuccessful candidate is not satisfied with the advice supplied or given by the HRD, he / she has 3 working days to lodge an appeal with the MM

27.7.15.5 An appeal may be lodged only on the grounds that the unsuccessful candidate believes that the process outlined in the Recruitment and Selection policy and procedure was not followed or believes that he / she was treated unfairly

27.7.15.6 The MM has the absolute discretion to dismiss an appeal without hearing, if the appeal is not based on the ground outlined in 26. 7.15.5 above

27.7.16 Documents

27.7.16.1 HRD ensures that a successful candidate receives signed offer letter and all other necessary documents. It is important that new employee receives a well-planned induction in order for him / her to become fully operational quickly. Further information on induction, including guidelines for manager is found in the Induction Policy.

27.7.16.2 Records shall be maintained for all applications received in response to all advertised positions. All records pertaining to Recruitment, Selection and Placement of staff, including those of interviews questions, assessments and scores and the final results shall be kept in safe custody for a minimum period of two years.

26.8 ANNEXURES

This policy is supported by the attached **Annexures** which are strongly recommended for use in the Recruitment and Selection Process. These are:

ANNEXURE	A	-	EMPLOYMENT REQUISITION FORM
ANNEXURE	B	-	JOB ADVERTISEMENT
ANNEXURE	C	-	MASTER LIST A & B
ANNEXURE	D	-	DECLARATION OF SECRECY
ANNEXURE	E	-	RECOMMENDATION OF THE SHORTLISTED CANDIDATES
ANNEXURE	F	-	DECLARATION OF SECRECY
ANNEXURE	G	-	RECOMMENDATION TO APPOINT
ANNEXURE	H	-	INTERVIEW FINAL SCORE SHEET
ANNEXURE	I	-	BACKGROUND CHECK FORM
ANNEXURE	J	-	REGRET LETTER

ANNEXURE A

A.1 EMPLOYMENT REQUISITION FORM

POSITION NAME:	POSITION CODE
-----------------------	----------------------

MOTIVATION		
TO BE COMPLETED BY HOD	YES	NO
POSITION ON APPROVED ORGANOGRAM		
POSITION BUDGETED FOR	R	
REPLACEMENT OF TURNOVER		
IS THIS A NEW POSITION		
WAS INTERNAL PIPELINE CONSIDERED		
EMPLOYMENT EQUITY		
<i>PLEASE INDICATE REQUIRED <u>GENDER AND DISABILITY</u> WITH AN X</i>		
<i>PLEASE INDICATE THE <u>RACE CATEGORY</u> BY B/W/C OR A</i>		
<i>CHANGE TO THE EE REQUIREMENTS ARE SUBJECT TO APPROVAL OF MM</i>		
<i>HRD TO ENSURE THAT INDICATED EE REQUIREMENTS ARE INLINE WITH APPROVED EE PLAN</i>		

DISABILITY APPOINTMENT	YES		NO	
GENDER EQUITY APPOINTMENT	MALE		FEMALE	
RACE EQUITY APPOINTMENT	B/W/C/A			
ADDITIONAL COMMENTS (IF APPLICABLE)				
REQUESTED BY HOD				
NAME:		DESIGNATION:		
DATE:		EMPLOYEE NO:		
SUPPORTED BY PORTFOLIO / LOCAL LABOUR FORUM				
NAME:		DESIGNATION:		
DATE:		SIGNATURE:		
VERIFIED AND CHECKED BY ED;CORPORATE				
NAME:		DESIGNATION:		

DATE:		SIGNATURE:	
AUTHORIZATION BY THE MUNICIPAL MANAGER			
NAME:		DESIGNATION:	
DATE:		SIGNATURE:	

ANNEXURE B

B.1 JOB ADVERTISEMENT

POSITION : _____

DEPARTMENT : _____

LOCATION : _____

JOB GRADE : _____

REPORTS TO : _____

CLOSING DATE : _____

A vacancy exists for the above position.

The Job Content is described in terms of the Objectives and Outputs.

OBJECTIVES

OUTPUTS

COMPETENCIES

Skills

Knowledge

REQUIREMENTS

Qualifications

Experience

The Jozini Municipality’s approved Employment Equity Plan and Targets will be considered as part of the recruitment process.

Please forward your applications to **HR Manager: Jozini Municipality, Private Bag X028, Jozini, 3969**. Application letters should be accompanied by comprehensive CV together with certified copies of Qualifications, ID Copy and Driver’s License. Incomplete CVs will not be considered.

Faxed and Emailed application will not be allowed.

Signature: _____ Date: _____

Approval by MM Yes / No

Signature: _____ Date: _____

MUNICIPAL MANAGER

ANNEXURE C

C.1 MASHER LIST A & B

CV NO	Name & Surname	Gender	Race	Age	Employment History	Qualifications

ANNEXURE D

D.1 DECLARATION OF SECRECY AND CONFIDENTIALITY

Ihereby declare that I shall be bound to secrecy in all my dealings in respect of this process and related procedures of the policy of the Jozini Municipality, and that I shall not divulge any information whatsoever of a confidential nature to any other person, or organization which information can prejudice, serious compromise the activities of the Municipality.

I understand that should any information of Municipality that is of confidential nature, be divulged by me, whether intentionally or not, the Municipality reserves its right to pursue whatever cause of action against me, that it may deem necessary, which action may include inter alia disciplinary action and/ or civil action and/ or criminal action.

Signed on this aton thisday of20.....

FULL NAME.....

SIGNATURE.....

WITNESSES

NAME.....

SIGNATURE.....

NAME.....

SIGNATURE.....

ANNEXURE E

E.1 RECOMMENDATION OF THE SHORTLISTED CANDIDATES

Confirmation of Recommendations for Shortlisting made by Member of the Shortlisting Panel.

NB: Panelists further undertake to regard the results of and any other information acquired during the shortlisting process as privileged and confidential information. Only duly authorized persons or sources of Jozini Local Municipality can disclose such information.

Date:

Venue:

Post:

RECOMMENDED CANDIDATES

Surname and Name	Gender	Contact Number

CONFIRMATION OF RECOMMENDATIONS BY THE shortlisting PANEL MEMBERS

Surname and Name	Contact Number	Designation/ Representing	Signature

Remarks: _____

Approved

Not Approved

(Municipal Manager)

ACTING MUNICIPAL MANAGER

ANNEXURE F

F.1 Confirmation of Recommendations for Appointment made by Members of the Interview Panel.

NB: Panelists further undertake to regard the results of and any other information acquired during the interview process as privileged and confidential information. Only duly authorized persons or sources of Jozini Local Municipality can disclose such information.

Date: Thursday, 14 April 2016

Venue: Thusong Boardroom

Post: Personnel Officer

RECOMMENDED CANDIDATES

Surname and Name	Gender	Contact Number	Priority

CONFIRMATION OF RECOMMENDATIONS BY THE INTERVIEW PANEL MEMBERS

Surname and Name	Contact Number	Designation/ Representing	Signature

Remarks: _____

Approved

Not Approved

(MM's NAME)

MUNICIPAL MANAGER

ANNEXURE H
H.1 INTERVIEW FINAL SCORE SHEET

POST APPLIED FOR: _____

DEPARTMENT: _____

DATE OF THE INTERVIEW: _____

NAME OF CANDIDATE	PANEL A	PANEL B	PANEL C	PANEL D	TOTAL SCORE
1					
2					
3					

4					
5					

NAME OF SUCCESSFUL CANDIDATE: _____

NAME OF THE SECOND BEST CANDIDATE: _____

We the undersigned members of the Interview Panel conform that we unanimously concur with the above results of the interview, and hereby recommend that the best candidate Mr./Mrs./Ms/Dr _____ be appointed to the post of _____ on the salary scale of R_____ p/a.

MEMBERS OF THE INTERVIEW PANEL

PANELIST A: NAME: _____

SIGNATURE: _____

PANELIST B: NAME: _____

SIGNATURE: _____

PANELIST C: NAME: _____

SIGNATURE: _____

PANELIST D: _____

SIGNATURE: _____

ANNEXURE I

I.1 BACKGROUND CHECK FORM

Name and Surname of the Applicant: _____

Position applied for: _____

Name of the Referee: _____

Position of the Referee: _____

Contact Details of the Referee: _____

Name of the Applicant's Organization: _____

Reference Conducted By: _____ Date: _____

1 When did (Applicant) work for your company, could you please confirm starting & ending employment dates: _____

2. Why did (Applicant) leave the company: _____

3. What was the (Applicant) position, can you please describe the job responsibilities _____

4. Did the (Applicant) get along with management and co-workers? _____

5. Were there any issues you are aware of, that impacted his / her job performance?: _____

6. How did he handle conflict, how about pressure?: _____

7. What was the biggest achievement while working for your company?: _____

8. What are the (Applicant) strong points? _____

9. What are the areas of development? _____

10. Would you re-hire the applicant?: _____

11 Is there anything I haven't asked that you would like to share with me?: _____

Thank you for your time and patience!!!!!!!!!!

ANNEXURE J

J.1 REGRET LETTER

Reference: 4/1/2

Date:

ADDRESS OF THE CANDIDATE

RE: POSITION FOR (POSITION TITLE)

Dear (Candidate's Name)

Thank you for attending the recent interview on **(Date of the Interview)** for the position of **(Position Title)**.

We appreciate your interest in our Municipality and the job. Although we were very impressed by what you have to offer, we are unable to offer you a position at this time. However we will keep your curriculum vitae in our database for a period of six months. We will correspond with you should a suitable vacancy arise.

We appreciate your interest and wish you every success in your future career.

Yours Sincerely

(MM's Name)

Municipal Manager

28 RELOCATION POLICY

28.1 PREAMBLE

In an attempt of ensuring that relocation of new employees is undertaken in a uniform and in a systematic approach Jozini Municipality is hereby adopting Relocation Policy.

28.2 PURPOSE

The purpose of this policy is:

28.2.1 To enable staff to begin a new job with the minimum cost and disruption to home life and,

28.2.2 To assist towards reimbursement of expenses incurred by the move.

28.3 SCOPE

This policy is applicable to both employees who fall outside of the Bargaining Council structure, i.e. those on fixed term contract as well as employees who form part of the Bargaining Council.

Bargaining Council dictates that conditions of services and minimum salary level for employees are

covered by the collective agreement. Jozini Municipality will ensure that their salaries are in congruence with the requirements of the Bargaining Council.

28.4 DEFINITION

28.4.1 Management means an employee who has the authority to hire, discipline and dismiss employees and to represent the employer internally and externally”

28.5 LEGAL FRAMEWORK

This policy is governed by the following legislation:

28.5.1 Basic Conditions of Employment Act

28.5.2 Condition of Service and Collective Agreement

28.6 Qualifying Conditions

28.6.1 To receive financial assistance prospective staff must be living more than 200 kilometres from their new place of work or two-hour travel to work time by public transport. Therefore, they will be expected to move to a new home that is less than 200 kilometres from their new place of work or less than one hour travel to work time by public transport.

28.6.2 For new staff who were previously resident outside South Africa, assistance with expenses as a result of relocation will be considered from the point of arrival within South Africa.

28.6.3 The relocation must take place within 3 months of the date of commencement and claims submitted within 6 months following the date of the actual move.

28.6.4 Claimants should be aware that if their contract of employment ends for any reason, there is a requirement for a full or partial repayment. Full details are given at **paragraph 6.**

28.6.5 Where more than one member of the household is appointed, only one claim for reimbursement will be accepted

28.7 Removal and storage of personal and household effects

28.7.1 The employee will be required to submit three (3) quotations from reputable removal companies; these quotations must include insurance coverage. The Municipal Manager together with the Chief Financial Officer will authorize which quotation will be used.

28.7.2 The Municipality will cover the cost of packing and removal of all personal and household effects to the new destination.

28.7.3 If suitable accommodation cannot be found immediately, then the company will pay for the storage of furniture to a maximum of three (3) months.

28.7.4 The municipality will cover the cost of transportation of motor vehicles to the new destination.

28.8 Travel

28.8.1 In the event that the employee has to travel by car to the new destination and the distance warrants it, then the municipality will pay for one night's accommodation approved by the municipality which also include meals.

28.8.2 Should it be necessary for the employee and family to fly to the new destination due to the distance, then the company will pay for the flight at economy rates and flight arrangements will be arranged by the company.

28.9 Interim accommodation

28.9.1 The municipality will carry the cost of temporary accommodation for the employee for a period of up to one (1) month at a pre-approved rate whilst searching for permanent accommodation (where necessary). The municipality will **not** pay for the following expenses: room service, bar accounts, telephone and non-essential costs. The company will pay for all meals and laundry within reason.

29 REMUNERATION POLICY

29.1 PREAMBLE

In an attempt of ensuring that remuneration is undertaken in a uniform and in a systematic approach Jozini Municipality is hereby adopting Remuneration Policy. This policy is developed with the intention of explaining further the salaries and benefits the Jozini Municipality is offering to its employees. The Remuneration Policy does so by means of establishing remuneration practices that are fair, reasonable and SALGA rate.

29.2 PURPOSE

The purpose of this policy is:

29.2.1 To provide a framework and guideline for the implementation of employee remuneration.

29.2.2 To ensure that the Jozini Municipality attracts and retains key people (specifically high-quality executive and senior management members) in order to generate a sustainable return on investment.

29.2.3 To ensure that the Municipality as employer complies with legal prescriptions (e.g. the Basic Conditions of Employment act), as well as the contractual obligations in the letters of appointment and conditions of service.

29.2.4 To ensure a reward system that:

29.2.4.1 recognizes individual and team contribution to achieving municipal objectives and motivates high level of performance

29.2.4.2 communicate and supports organizational values and strategy and creates focus on key organizational objectives through the performance management system.

29.2.4.3 allows the municipality to pay market related remuneration commensurate with municipality's resources and the ability to pay, i.e affordability and other factors into account when deciding on employee remuneration.

29.3 SCOPE

This policy is applicable to both employees who fall outside of the Bargaining Council structure, i.e. those on fixed term contract as well as employees who form part of the Bargaining Council. Bargaining Council dictates that conditions of services and minimum salary level for employees are covered by the collective agreement. Jozini Municipality will ensure that their salaries are in congruence with the requirements of the Bargaining Council.

29.4 DEFINITION

29.4.1 Management means an employee who has the authority to hire, discipline and dismiss employees and to represent the employer internally and externally”

29.5 LEGAL FRAMEWORK

This policy is governed by the following legislation:

29.5.1 Basic Conditions of Employment Act

29.5.2 Condition of Service and Collective Agreement

29.6 GRADING AND SALARY SCALE

29.6.1 The Jozini Municipality uses the TASK grading system

29.6.2 The Jozini Municipality Salary Scale for non-bargaining unit employees is determined by COGTA

29.6.3 The Jozini Municipality Salary Scale for bargaining unit employees shall be developed using the information obtained from the SALGA Bargaining Council.

29.6.4 The newly appointed employee to the Jozini Municipality should be appointed at the salary minimum, or at salary between the salary minimum and the midpoint. Employees will only be appointed above the salary midpoint in exceptional circumstances, which must be authorised by the Municipal Manager

29.6.5 On promotion to a higher grade employees should receive an increase that moves their salary to at least the minimum of the new grade, but not higher than the salary midpoint for the grade

29.6.6 Inevitably, there will be a number of non-bargaining unit employees whose salaries fall above the maximum of the salary scale for their applicable grade, particularly when new salary scales are applied. In these cases, there must not be a sudden reduction in salary, but the salary must be managed down in the salary scale by limiting increases in pay. At the discretion of Jozini Municipality, non-bargaining unit employees whose salaries are above the maximum of the salary

scale may have their salaries frozen i.e. do not receive an automatic cost of living increase until their salary falls within the salary scale range. All salaries below 80% of the salary grade midpoint should be revised urgently and brought within the applicable salary range over a specified period of time.

29.6.7 Salaries shall be reviewed on 1 July each year and new salary scales shall be applied accordingly

29.7 TOTAL PACKAGE

29.7.1 Jozini Municipality remuneration for non- bargaining unit employees is based on a total package i.e. total cost to employer, from which salary and benefits are funded. This allows the employee flexibility in determining his/her level of contributions to pension and medical funding within certain broad parameters

29.7.2 Total remuneration packages for non-bargaining unit employees are based on total Cost to Company and are determined in relation to the employee's job and level within the organization

29.7.3 The packages may include but not limited to:

Basic salary

Pension or Provident fund contributions

Medical Aid contributions (unless an employee is a dependent on a spouse or partner's scheme)

Travel allowance (if applicable)

Entertainment allowance (if applicable)

Housing subsidy

Cell phone allowance

29.8 MEDICAL AID

29.8.1 Medical Aid for non-bargaining unit employees is the sole responsibility of each individual employee. The employee is required to provide evidence to show that he or she is a member of at least a Hospital Plan. Permanent employees are required to belong to any medical aid scheme recognized and approved by the bargaining council or a division thereof.

29.9 PENSION FUND

29.9.1 Pension or Provident fund will be the sole responsibility of each non-bargaining unit employee. Employees may elect to join Pension Fund (defined benefits) selecting recognized and approved by the bargaining council or a division thereof. Permanent employees are required to belong to retirement Fund recognized and approved by the bargaining council or a division thereof.

29.10 TAXATION

29.10. 1 Jozini Municipality cannot guarantee net earnings, after taxation, and it is the employee's responsibility to calculate the effect of deductions on their take-home pay. Non-bargaining unit employees are encouraged to consult tax advisors for specialist information on tax. Taxation is related to the particular personal circumstances of each individual and should take into account all income, not just remuneration.

29.10.2 It is the responsibility of the employee to ensure that they comply with tax legislation by registering as a taxpayer when their allowances, such as the car allowance, as part of their remuneration. Each member of staff accepts the inherent risks with regard to the worth of the remuneration package, which may result from any changes in the applicable tax legislation.

29.11 THIRTEENTH CHEQUE

29.11.1 Since Jozini Municipality operates on a total annual cost to company package for non-bargaining unit employees, an annual guaranteed bonus or thirteen cheque is not included as part of the remuneration. Permanent employee's i.e. Bargaining unit employees are entitled to receive the annual thirteen cheque as determined by the Bargaining Council.

29.12 INCENTIVE SCHEME

29.12.1 In order to encourage high standards of performance it is recognized that outstanding performance should be rewarded, for more details refer to the performance management policy.

30 RETENTION POLICY

30.1 PREAMBLE

It is generally agreed that the achievement of the Municipality's strategic objectives is largely dependent on its ability to attract and retain high calibre individuals. This is particularly important with regard to defined critical occupations, strategically critical individuals and ensuring adequate succession.

Staff retention is a process of ensuring that employees with valued or needed skills or experience in a scarce/critical field where recruitment is difficult are kept within the service of the Municipality by using various techniques.

The Municipality recognizes that its most valuable asset is its human resources. A great deal of time and money is invested in the recruitment, training and development of employees and, as such, every effort should be made to retain those employees who have scarce or critical skills.

30.2 PURPOSES

The purpose of this policy is to set out the employee attraction and retention policy for Jozini Municipality. The purpose of the staff retention policy is:

30.2.1 To allow the Municipality to effectively retain their staff by providing information on staff retention and some possible staff retention techniques.

30.2.2 To prevent the loss of competent staff from the Municipality that can have an adverse effect on service delivery.

30.2.3 To attract and retain competent staff.

30.2.4 To retain key staff members whose services are regarded as critical to achieve the vision and mission of the Municipality.

30.2.5 To identify individual's potential for assuming a higher degree of responsibility.

30.2.6 To help develop a skills base for succession planning.

30.2.7 To identify posts which require specialized skills and to determine the level of scarcity thereof.

30.2.8 To create and sustain a pleasant human working environment where employees are given the opportunity to thrive.

30.3 SCOPES

This policy applies to all employees of the Municipality

30.4 PRINCIPLES

30.4.1. Attraction and retention rests on the following key principles:

30.4.1.1. Managing people well to ensure directed and motivated employees.

30.4.1.2. Paying people competitively and rewarding superior performance.

30.4.1.3. Developing people and retaining the best by providing perpetual learning and challenge.

30.4.1.4. Establishing a work-life culture and climate that is attractive and supportive.

30.4.2. Each of the four principles has to be weighed and balanced within a practical attraction and retention strategy.

30.5 OVERARCHING POLICY

Attraction and retention policy operates within the broader initiatives of talent management. These include, but are not limited to, skills development, staff development, mentorship, performance management, employment equity and employee relations.

30.6 INITIATIVES

30.6.1. A formal collaborative process between Human Resources and Line Management will be employed to identify candidates, but attraction and retention remains primarily the responsibility of the Line Management.

30.6.2. Attraction and retention initiatives will include monetary and non-monetary interventions, and will be approached objectively and holistically.

30.6.3. The Municipality shall recruit strategically-critical individuals whose attraction and retention are critical to ensure the achievement of key strategic goals. Although not mandatory, candidates in this group are likely to be senior decision makers. The identification of these key individuals is based on a set of guiding criteria which rests within the discretion of the Municipal Manager

30.6.4. The Municipality shall identify certain succession candidates. This category comprises a group of individuals identified for succession purposes as demonstrated by their performance and potential, inclusive of the employment equity candidates. This involves identification of individuals with potential to advance to key positions within the Municipality.

30.6.5. The Municipality shall adopt market and best practices in its initiatives to attract and retain employees. This will be achieved by retaining employees who see the Municipality as a great place to work in and this is determined largely by the quality of leadership and good management practices.

30.6.6. Learnerships and Interns. As part of promotion of skills development, the Municipality shall take a lead in encouraging departments and units to take on board learnerships and interns. The Human Resources shall champion this cause by ensuring that at least one percent of employees are on learnership programs and interns are scattered around the departments.

30.7 TOOLS

The following should be regarded as tools to assist in achieving the retention of staff:

30.7.1 Performance appraisal system.

30.7.2 Personal Development Plan.

30.7.3 Career development/training.

30.7.4 Staff morale assessment/surveys.

30.7.5 Exit interview reports.

30.8 ACTIONS

30.8.1. In attracting and retaining of employees, the Municipality shall employ the following actions:

30.8.1.1. Monetary Interventions. Salary surveys will be used to benchmark salaries and benefits accurately with at least one standard salary survey for all staff categories per annum.

30.8.1.2. Guaranteed Salary.

To maintain competitive guaranteed salaries of employees with critical occupations on the 75th percentile of the national market for certain staff categories indicated above. Senior managers must continually ensure that they have up to date information with regard to employees in the critical skills category and ensure that their packages support retention.

30.8.1.3. Exit and Retention Interviews.

Turnover of staff will be reviewed quarterly and interpreted by the MM: Human Resources who will identify and address areas of concern with regard to remuneration in consultation with other senior managers. The Executive Director: Human Resources will report to MM from time to time. Line Managers shall conduct retention interviews as an on-going interaction to ensure that the Municipality understands the issues which may increase the risk of losing key skills.

30.8.1.4. Benefits.

This includes the following benefits:

30.8.1.4.1 Pension/ Provident fund

30.8.1.4.2 Medical aid

30.8.1.4.3 Group life

30.8.1.4.4 Housing subsidy

30.8.1.4.5 Staff housing where employees pay nominal rental

30.8.1.4.6 Study assistance for employees and their dependents

30.8.1.4.7 Leave

30.8.1.4.8 Research/ sabbatical leave

30.8.1.4.9 Scarce skills allowance

30.8.5. Management interest and accessibility.

A culture of caring, knowing and interest can be established if the leadership and the middle management and supervisory personnel develop this behavior as a strength that adds significantly to retention and well-being of employees.

30.8.6 IMPLEMENTATION

30.8.6.1 The governance and management structure regarding attraction and retention initiatives is made up of the following:

30.8.6.2 Line Management shall be responsible for the preparation of nominations, motivations and management of staff.

30.8.6.3 Human Resources Division shall be responsible for receiving and proposing selection criteria, reviewing all nominations prior and preparing all matters for approval to the Municipal Manager.

30.7 CONTROL, REPORTING AND AUDITING

30.7.1 The attraction and retention initiatives are subject to sound and accountable management practices. These will be achieved through:

30.7.2 Control: The attraction and retention process will be facilitated by the HRD who will review turnover reports, surveys and any other information and will report formally to the Executive Director Corporate.

30.7.3 Reporting: The formal reports mentioned above will be tabled every six months and will detail the status of attraction and retention as well as recommendation and improvements.

30.7.4 Auditing: Internal audit will be conducted into remuneration practices for the attraction and retention candidates once a year to ensure compliance and sound practice. A formal report will be issued to the Audit Committee for approval

31 RETIREMENT POLICY

31.1 PREAMBLE

In an attempt of ensuring that retirement is undertaken in a uniform and in a systematic approach Jozini Municipality is hereby adopting Retirement Policy

Section 187(2)(b) of the Labour Relations Act 66 of 1995 provides that: 'a dismissal based on age is fair if the employee has reached normal or agreed retirement age for persons employed in that capacity. An organization may therefore determine a normal or agreed retirement age.

The Municipality has adopted the normal retirement age of 65 years but recognizes the need to retain certain exceptional, highly skilled and productive staff, particularly those in scarce skill disciplines, beyond the age of 65. It accordingly permits extensions beyond retirement subject to the rules of the relevant retirement funds.

31.2. PURPOSE

The purpose of this policy is to establish the normal age of retirement and the principles for a fair and consistent assessment of applications for extension beyond retirement.

31.3. PRINCIPLES

31.3.1. Staff who are retiring shall be given at least one year's notice, of the decision to grant extension beyond retirement or not, in order to facilitate planning.

31.3.2. There shall be fairness, consistency and transparency in the criteria and procedures for granting extensions beyond retirement.

31.3.3. All assessment panels or committees shall provide detailed reasons for recommendations or decisions.

31.3.4. Applicants for extension beyond retirement shall be treated with sensitivity but no extension beyond retirement shall be granted purely on compassionate grounds.

31.5 POLICY PROVISIONS

31.5.1 Normal Retirement

31.5.1.1 The Company values the contributions made by all staff regardless of age. It nevertheless recognises that some level of staff turnover is essential in order to introduce new skills and approaches or to re-focus activities that impact on the success of the Company. Staff turnover is also imperative if the Company is to achieve its transformation goals.

The normal age of retirement for all staff shall accordingly be 65 years of age and shall take effect at the end of the year in which the staff member reaches the age of 65 years.

31.5.1.2 Staff may elect to retire at the end of the month in which they reach 65 years.

31.5.2 Early Retirement

Subject to the rules of the relevant retirement fund, staff at the age of fifty five years and older may apply to retire before their normal retirement age.

31.5.3 Extensions beyond Normal Retirement Age

The Company recognises the need to retain certain exceptional, highly skilled and productive staff beyond the normal age of retirement. Accordingly, the Company may, subject to the rules of applicable retirement fund, grant an extension beyond normal retirement to a staff member who

has reached normal retirement age, for a period of up to three years, in the first instance, with the possibility of a further extension for up to two years.

Notwithstanding the period of extension granted, a staff member on extension beyond normal retirement age must meet or exceed the expectations for their post in the annual performance assessment process. Should their performance fall below expectation in any year of assessment, their contract may be terminated. Extensions beyond retirement shall not be automatic and shall depend on:

31.5.3.1. Assessment of options for filling the post prior to assessing a potential retiree for an extension beyond retirement, the relevant senior managers shall consider:

31.5.3.1.1 the strategic, operational and or academic priorities of the Business Unit to determine if resources should be allocated to the post;

31.5.3.1.2 the need to use the post to enhance transformation, in terms of achieving employment equity goals of the Business Unit;

31.5.3.1.3 the likelihood of filling the post taking into account any specialized skills required for the post as well as likely availability of a replacement given prevailing market trends.

If after assessing options for the post, it is confirmed that an extension beyond retirement is possible, the staff member shall have to be assessed in terms of criteria contained in 31.5.3.2 below.

31.5.3.2. Assessment of staff member

31.5.3.2.1 Minimum Requirements:

- A sustained high level of performance by the staff member. This assessment shall be based largely on the annual performance reviews of the staff member once the Performance Management system has been implemented. In addition to the minimum criteria the incumbent must meet at least three of the following requirements.
- Possession of specialized or scarce skills and qualifications that is difficult to replace through normal recruitment due to prevailing market factors.
- Key level of involvement in a major project where continuity is imperative for success.
- High ongoing productivity.
- Proven record in terms of income generation.
- Evidence of continuing professional development and adaptability to new trends and developments in his/her field.

31.5.3.3. Duration of Extension

The duration of the extension shall be determined taking into account:

31.5.3.3.1 major projects in which the employee has a key role and where continuity is essential;

31.5.3.3.2 the duration of an approved succession plan.

31.5.3.4. Terms of Appointment

31.5.3.4.1. Remuneration:

Where there is no change in the workload and level of responsibility, the staff member shall retain his/her salary as at normal retirement date and shall remain on pensionable service subject to rules of the relevant retirement fund.

32 SEXUAL HARRASSMENT POLICY

32.1 PREAMBLE

The Jozini Municipality is committed to providing a work environment that is free of any form of discrimination or harassment. Conduct characterized as sexual harassment by any staff member will not be tolerated and that employee will face the disciplinary which might result to dismissal. The Municipality will also endeavour to protect employees from harassment in the work place. Employees, job applications and persons who have dealing with the Municipality have the right to be treated with dignity

The severity of an offence of sexual harassment will depend on the circumstances and nature of the offence, with the possibility that a single serious act could warrant dismissal. The Sexual Harassment is a serious issue which undermines morale and can adversely affect the ability of staff and to achieve their full potential within the Municipality

Municipality is committed to taking action to deter sexual harassment, to increase awareness that such behavior is unacceptable and to ensure that complaints are dealt with fairly and properly.

32.2 PURPOSES

32.2.1 The purpose of this policy is to ensure that all employees including management and councilors are aware of and can thus avoid any behaviour that may constitute sexual harassment.

32.2.2 It also serves to provide guidelines on and a framework for dealing with incidents of sexual harassment. This policy is to promote a safe and secured work environment in which the dignity of all people is respected and which is free from sexual harassment.

32.2.3 The objective of this policy is to eliminate sexual harassment in the workplace.

32.2.4 This policy encourages and promotes the development and implementation of policies and procedures that will lead to the creation of workplaces that are free of sexual harassment, where employers and employees respect one another's integrity and dignity, privacy, and the right to equality at the workplace

32.3 SCOPES

32.3.1 It is applicable to all employees including management and councilors, clients, job applications or any persons who may associate with the Municipality in the course of performing their duties.

32.3.2 A non-employee who is a victim of sexual harassment may lodge a grievance with the employer of the harasser where the harassment has taken place in the workplace or in the course of the harasser's employment.

32.3.3 Any employee who falsely accuse a fellow employee/manager for personal reasons or vindictiveness, will be severely disciplined in line with the Municipality's disciplinary code

32.4 DEFINITIONS

32.4.1 "Advance" means giving an active support to a person,

32.4.2 "Associate" means a person or an organization having partial rights or subordinate status whilst doing business with or for the Municipality,

32.4.3 "Brushing" means grazing or touching in passing,

32.4.4 "Coerces" means persuade or restrain an unwilling person by force,

32.4.5 "Conduct" means behaviour in its moral respect,

32.4.6 "Degrading" means causing a loss of self-respect,

32.4.7 "Employee" shall mean to include a functionary and employee of an associate,

32.4.8 "Harassment" means annoying continually and repeatedly,

32.4.9 "Indecent" means offending against recognized standards,

32.4.10 "Intimidate" means to frighten, subdue or influence,

32.4.11 "Offensive" means an aggressive action, forceful action in pursuit of course,

32.4.12 "Patting" means a sign of affection by striking gently with the inner surface of the hand,

32.4.13 "Suggestive" means conveying a suggestion of an indecent or improper remark,

32.5 Sexual harassment is also defined as unwanted conduct of a sexual nature. It consists of but not limited to:

Unwelcome remarks, jokes about a person's body, clothing and sex

Leering (suggestive staring)

Viewing of pornographic pictures on internet, emails and computers

Remarks or suggestions about a person's sex or private life

Unwanted physical contact or touching

Obscene gesture or indecent exposure

Direct sexual proposition or continued pressure for dates

Sexual favours

Letters or calls for a sexual nature

Any of the above as a form of exchange for employment advancement, promotion or dismissal or the provision of benefits

32.6 PROCEDURES

32.6.1 The Municipality is committed to maintaining a work environment that is free from any form of harassment.

32.6.2 Harassment is a disciplinary offence and an individual found guilty of such an offence will face disciplinary action which could result in dismissal.

32.6.3 All complaints shall be treated in a fair and objective manner.

32.6.4 False claims shall be viewed in a very serious light.

32.6.5 To deal with these matters, the HRD will, in consultation with employee representatives appoint from amongst the employees, a male and a female and have them trained as proctors to deal with sexual and other harassment complaints.

32.6.6 The Municipality shall take any reasonable steps to ensure that it makes it easy and non-threatening for employees to bring harassment concerns to its attention through the HRD.

32.6.7 Complainants shall lodge their complaints with one of the proctors and;

32.6.7.1 Upon receipt of the complaint, the proctor shall interview the complainant and jointly agree whether the complaint is one which could be resolved informally or one which requires disciplinary action to be taken against the alleged harasser. The choice of whether formal disciplinary action shall be taken against the alleged harasser will be based on the severity of the allegations.

32.6.7.2 Where the complaint is required to be handled in an informal manner, the proctor will not gather any evidence but will either address a letter to the alleged harasser or call the alleged

harasser to a private meeting and advise the alleged harasser of the complaint leveled against him/her and demand that the conduct complained of cease forthwith.

32.5.8 Where the complaint is to be handled formally the normal procedures as provided for in the disciplinary procedures will be followed. The procedure to be adopted for disciplinary hearing on harassment shall be the following:-

32.5.8.1 The proctor shall collect written statements from the complainant and his/her witnesses, if any

32.5.8.2 The proctor/s together with HRD shall draft any appropriate charge against the alleged harasser advising him/her fully of the complaint against him/her and provide the date, time, and venue for the hearing, which hearing will take place within two (2) working days after the delivery of the charge sheet to the alleged harasser.

32.5.8.3 The proctor shall act as the prosecutor at the hearing.

32.5.8.4 The hearing shall be presided over by a Chairperson appointed by the Municipality.

32.5.8.5 The Chairperson shall hear the evidence, evaluate same and arrive at a decision on a balance of probabilities.

32.5.8.6 The alleged harasser shall be entitled to be represented by his/her Trade Union representative or fellow employee of his/her choice and shall also lead evidence in his/her defense.

32.5.8.7 The hearing shall take place in the workplace and it should be recorded

32.5.8.8 The Chairperson shall have the right to award an appropriate penalty as per the Disciplinary Code of the Municipality.

32.5.8.9 Where the Chairperson finds the alleged harasser not guilty of harassment, or finding the harasser guilty but does not consider dismissal to be the appropriate penalty, the Chairperson will, after making his/her decision, mediate between the parties to restore relationships and rectify the conduct complained about.

32.5.9 All concerns and complaints on sexual (and/or any other form) of harassment shall be kept confidential, and no retaliatory action shall be taken against an employee as a result of lodging a complaint.

32.5.10 Unauthorized disclosure of facts or opinions is prohibited and has disciplinary action consequences.

32.6 ANNEXURES

ANNEXURE A

A.1 COMPLAINT FORM FOR SEXUAL HARASSMENT

1. To: _____ (Manager) Date: _____

2. Complaint: _____

3. Department: _____

4. Description of complaint:

5. What is the desired outcome:

EMPLOYEE SIGNATURE

MANAGER SIGNATURE

ANNEXURE B

B.1 OUTCOME OF REPORT FOR SEXUAL HARASSMENT

1. To: _____ (Employee) Date: _____

2. From: _____ (Responsible Manager)

3. An investigation was done with regards to your complaint, the outcome of which is:

4. I am recommending/not recommending for further action to be taken against the accused.

5. The form that this action would take is: Informal/Formal (disciplinary action).

Please be advised that if you are happy with the outcome as contained herein, you can discuss the basis for your unhappiness with the writer and your rights herein are fully protected.

EMPLOYEE SIGNATURE

MANAGER SIGNATURE

33 STANDBY POLICY

33.1 PREAMBLE

In an attempt of ensuring that standby allowance is undertaken in a uniform and coordinated approach, Jozini Municipality is hereby adopting this policy.

33.2 PURPOSES

33.2.1 The purpose of this policy is to ensure consistent management of standby allowance.

33.2.2 The objective of this policy is to supplement the Jozini' s Conditions of Service by providing additional guidelines for the administration and management of standby allowance.

33.3. SCOPES AND APPLICABLE

33.3.1 Where the Council requires an employee to be available for the performance of duty outside his /her normal working hours, the employee shall be entitled to a standby allowance.

33.3.2 The standby allowance shall only be payable on the following conditions:

33.3.2.1 When the employee is required to be available for duty for a period of at least 8 hours during a 24 hour period (based on a 40 hour working week) after normal working hours, for a maximum of one week (7days) at a time.

33.3.2.2 An employee cannot be required to be on standby duty for more than 2 weeks per month.

33.3.3 The standby allowance shall not affect or be affected by any remuneration for overtime worked by the employee during the period of standby duty.

33.3.4 Standby allowance will be calculated in accordance with the following formula:

$$\frac{\text{Annual Salary}}{250} = \text{Daily Salary}$$

$$\frac{\text{Daily Salary}}{8} \times \text{number of days worked} \times 1,5 \text{ if work on Monday to Saturday} / 8$$

OR / AND

$$\frac{\text{Daily Salary}}{8} \times \text{number of days worked} \times 2 \text{ if work on Public Holiday or Sunday} / 8$$

33.4. DEFINITIONS

33.4.1 “Standby” is the written instruction to an employee (who can be relied on when needed) to be on standby, because of the possibility that there might be unplanned and unpredictable or emergency work to be undertaken outside normal working hours.

33.4.2 “Standby Allowance” is payment as a result of having worked standby and requested to as such.

33.4.3 “Emergency work” refers to work that must be done without delay because of circumstances for which the employer could not reasonably have been expected to make provision and which cannot not be performed by employees during their ordinary hours of work. Emergency work excludes the performance routine maintenance work outside normal working hours.

33.4.4 “LRA”, shall mean the Labour Relations Act, 1995 (Act 66 of 1995);

33.4.5 “The code of conduct “referred to and contemplated in Section 69 as set out in Schedule 2 of the Municipal Systems Act, 2000 (Act 32 of 2000)

33.4.6”Conditions of service “refers to the Conditions of Employment Agreement of the respective disestablished structures that is applicable to the employee or the conditions of service applicable at the time of acting in a temporary capacity.

33.5. LEGAL FRAMEWORKS

33.5.1 The Constitution of the RSA Act

33.5.2 Labour Relations Act

33.5.3 Basic Conditions of Employment Act

33.6 GENERAL PRINCIPLES FOR STANDBY

33.6.1 Standby duty is subject to the provisions of the Collective Agreement on the Conditions of Service, and the provisions of this policy. In case of conflict between this policy and the provisions of the Collective Agreement on the Conditions of Service, the provisions of the Collective Agreement will prevail.

33.6.2 Standby duty is subject to prior written approval by a competent authority and no standby may be worked without such written approval being obtained. The competent authority may give verbal approval to the working of such standby provided such approval is followed-up with a written confirmation

33.6.3 Competent Authority can only be from officials with delegated authority

33.6.4 Standby only commences after completion of an employee's ordinary daily working hours.

33.6.5 Standby can only be claimed for actual hours worked and include travelling time.

33.6.6 Standby will strictly be for unplanned, unknown, unforeseen and emergency work and would be approved only for certain categories of employees agreed upon by the specific Directorate as employees authorized to be working standby.

33.6.7 Directorates to send the list to the salaries subsection within finance and as well as to the Human resources subsection within corporate services. The list can only be updated by the specific Director in that directorate.

33.7. EXCLUSION

33.7.1 The following personnel are excluded in terms of this policy and cannot work standby except approval has been granted under conditions to be considered and approved by the Accounting Officer. Employees employed from post Task Grade 01-06

33.7.2 Employees whose job function is not classified as essential services, except where prior approval has been obtain from the directorate.

33.8. FUNDING

33.8.1 Departments should ensure that sufficient funds are available for the payment of standby allowances prior the assignment of an employee to be on standby and it must be budgeted for.

34 TRAINING AND DEVELOPMENT

34.1 PREAMBLE

The development of an experiential Training and Development policy is a sign of the Government to the transformation process as stipulated in the Skills Development Act. The Jozini Municipality acknowledges that the training and development is the key to the future development of its employees and the community. In terms of the Integrated Development Plan (IDP), the Municipality is committed to provide, manage, maintain and support human resources training and development programmes through needs driven.

The Municipality is committed to embarking on a process of education, training and development for employees and community and in meeting the legislative requirements of the Skills Development Act and other relevant legislations.

The Municipality is also committed to excellence in people development in order to maintain and enhance its position as the Municipality of choice. We aim to create a culture of learning throughout where individuals take responsibility in partnership with the Municipality for their development. The Municipality recognises the need to develop its people so that they are fully equipped to deliver its business objectives.

34.2 PURPOSES

34.2.1. The purposes of this policy are:

34.2.1.1 To provide clear guidelines and framework for Training and Development of the staff of Jozini Municipality

34.2.1.2 To improve the quality of life of workers, their prospects of work and labour mobility

34.2.1.3 To improve productivity in the work-place

34.2.1.4 To increase the levels of investment in education and training in the labour market and to improve the return on that investment

34.2.1.5 To encourage Jozini Municipality to provide Councilors, Employees and the Community with the opportunities to acquire new skills

34.2.1.6 To improve the quality of life of workers and their prospects of advancement within the workplace

34.2.1.7 To improve productivity by enhancing skills development, employee motivation, career path opportunities in the workplace and the competitive of the Municipality

34.2.1.8 To improve the employment prospects of persons previously disadvantaged by unfair discrimination and to address those disadvantages through training and education, as stipulates in The Skills Development Act, 1998.

34.2.1.9 To equip people with the technical skills required

34.2.1.10 To provide leadership and management development to all managers within the Municipality.

34.2.1.11 To identify the development needs of the Municipality and those of individuals and balance the two.

34.2.1.12 To ensure that development needs are identified as part of the business planning process and reviewed regularly.

34.2.1.13 To promote the use of the full range of development opportunities, ensuring that where a formal course is chosen it is the most appropriate solution.

34.2.1.14 To ensure equality of access to all development opportunities and provide career development for all

34.3 SCOPES

34.3.1 This Policy applies to all employees and the community of Jozini Municipality.

34.3.2 Some sections of this policy may also apply to councilors who may be able to access opportunities for education, training and development which are in line with their councilor roles and responsibilities.

34.3.3 Some sections also apply to people who are not employees, but who are participating in some way in education, training and development programmes at the Municipality e.g. as bursars or learnerships trainees, or as people involved in the Municipality community development projects.

34.3.4 This Policy also applies to all accredited and non-accredited capacity-building, education and training supported by and/or provided by the Municipality. This includes both in-house delivery, as

well as provision which take place at other learning sites. It includes full-time and part-time training delivered through, e.g. –

- On-the-job training
- Learnerships and skills programmes
- Seminars and conferences
- Study at formal learning institutions, and
- Other education, training and development interventions

34.4 DEFINITIONS

34.4.1 **“Competency”** means the ability to do the job properly, effectively and efficiently

34.4.2 **“Unit Standards”** means the registered statements based on desired education, training outcomes and their associated assessment criteria

34.4.3 **“Life Long Learning”** refers to the concept of an employee furthering his / her education by continuous learning at any stage of their lives and obtaining accreditation for such learning through registered academic institution

34.4.4 **“Recognition for prior learning”** means saving a person credit for what they know or can do, if they don’t acquire it through a formal learning program.

34.4.5 **“Training and Development”** both refers to gaining of skills. T-refers to systematic planned process to: knowledge, skills or attitudes offices in such a way that original objectives are achieved there is directed mainly at crediting learning apposite work learning possible writing are:

34.4.6 **“Education”** means: the found growing of knowledge at a registered academic life.

34.4.7 **“Learnership programs”** means a learning programme where the person spends some time learning there are some time learning practical skills in a work place when completed it will constitute a credit towards a qualification registered in terms if NQF as defined in SI of SAQA.

34.4.8 **“Accelerated Training”**: refers to specially design

34.4.9 **“Accreditation”** means a process through which an organization’s capability to perform or deliver training and / or assessment is recognized and approved to fulfill the intended outcomes.

34.4.10 **“Assessment”** means a process of gathering sufficient information for evaluating what learners know and can do, this may take place through a number of methods, for example, portfolios, simulations, workplace assessments or written and oral examinations,

34.4.11 **“Career pathway”** means a plan you need in order to progress through the learning bands on a chosen career path,

34.4.12 **“Designated groups”** means to refer to black people (African, Coloured and Indian), women and people with disabilities, in terms of Employment Equity Act,

34.4.13 **“Education, training and development”** means practices which directly or indirectly promote or support learning. Teaching or designing learning materials or programmes, or managing learning institutions or programmes are all examples of such practices,

34.4.14 **“In-house”** means programmes that are presented to employees of Municipality by internal service providers,

34.4.15 **“Learnership”** means a combination of structured learning and work experience which may lead to a registered qualification.

34.5 LEGAL FRAMEWORK

These laws underpin and inform the Municipality’s Education, Training and Development Policy Framework. The local policy context will include the Conditions of Service of Employees as well as the Procurement Policy.

34.5.1 Skills Development Act 97 of 1998

34.5.2 The Constitution of the RSA Act 108 of 98

34.5.3 Labour Relations Act

34.5.4 South African Qualifications Authority Act, 58 of 1995 (this lays the foundation for the National Qualifications Framework (NQF))

34.5.6 Basic Conditions of Employment Act, 75 of 1997

34.5.7 White Paper on Local Government, March 1998

34.5.8 Promotion of Equality and Prevention of Unfair Discrimination Bill, 57 of 1999

34.6 PROCEDURES

34.6.1 All Training and Development intervention should be based on an objective and needs of the Municipality.

34.6.2 The process must be linked with strategic and business plans. Training needs assessment and development of training plans and budgets should be an integral part of Departmental and Municipal business plan.

34.6.3 Employees are encouraged to become involved in their personal development, to manage their own careers by indicating to their supervisors their training needs and do the training courses should be in line with Municipality programmes.

34.6.4 Every HOD is also responsible for the training and development of his / her staff. Whilst recognizing the need for individual training and development, management wish to emphasize that education and training should be tailored to contribute to achieving the goals of the Municipality. As a rule only SETA accredited services providers will be appointed by the Municipality.

34.6.5 Upon approval of the training by HOD, an employee may:

- Request to be nominated/registered for training programs;
- Attend training as paid working time
- Attend as paid working time at the department head’s discretion if he or she is nominated for, training for personal objectives. If paid time is not authorized, the employee shall be notified of that fact by the department head prior to the beginning of the training program.

34.6.6 HRD is responsible for maintaining a record of employees who complete their training courses and the certificate must be filled in the employee personal file

34.6.7 When individuals work objectives have been agreed they should, with their line manager, then consider the development needs to enable them to meet those work objectives. At the same time individuals should consider their longer-term career aspirations and identify the development needs arising from these. These should always be discussed with line managers who will need to take account of the needs of the whole team and operational requirements before agreeing.

34.6.8 These may arise as the result of changes in legislation, the introduction of new policies or procedures etc and should be considered by Executive Directors and MM as part of the SDBIP process. They should be included in business plans and notified to the HRD at the same time for budget purposes. Other needs may be identified through the year as a result of specific interventions e.g. the communications audit, performance reviews etc. Again, the HRD should be advised at the earliest opportunity to allow for resources to be made available and the appropriate planning to take place

34.6.9 Once the personal development plan is received in the HRD, the HRD will contact them to discuss the detail of the need and how that need might best be met. Depending on how the need is to be met the HRD or the individual will need to take appropriate action completing Skills Audit Form as part of this process. Before undertaking any development opportunity the individual needs to set specific learning objectives. This should take place in a discussion with the line manager to determine precisely what is to be gained in terms of knowledge, skills and behaviour from the event.

34.6.10 Team - again the training and development unit will support line managers in carrying out a training needs analysis and identifying the most appropriate solution. Wherever possible they will provide a tailored solution to the particular need identified.

34.6.11 Organisational - once a broad need has been identified more specific training needs analysis will be carried out by the HRD. This will enable them to specify the requirement and determine the most appropriate way of meeting the needs. With large programmes this will be discussed and agreed in principle with the Training Development Policy Committee, and in certain circumstances, the Council. More specific details will then be discussed and agreed with HODs to ensure their requirements are taken into consideration.

34.6.12 Learning must contribute to both business success and personal development and overarching this is the need to ensure that the Municipality achieves value for money. For these reasons there must a robust process of evaluation in place. All development activity will be evaluated in accordance with the Jozini Municipality's Performance Management Policy.

34.6.13 MM may from time to time determine compulsory training(s) based on operational requirements of the Municipality within budgetary constraints.

34.6.14 Executive Directors must ensure that individual training plans are in place and signed within the beginning of the financial year.

34.6.15 The Development and Training Officer / Skills Development Facilitator play a facilitator, guiding and supportive role to the departments.

34.6.16 Although all attempts will be made to access the levy grant system, it must be understood that not all training provided would qualify for a grant from the SETA. The training budget must therefore accommodate non-grantable training provision.

34.7 TYPES OF TRAINING AND DEVELOPMENT

34.7.1 In House Training

34.7.1.1 The Municipality shall from time to time organize training programmes for employees.

34.7.2 Municipality Sponsored

34.7.2.1 The Municipality shall organize training programmes by external consultants and institutions, such consultants or institutions shall be chosen at the discretion of the Municipality having fairly evaluated the competencies and the appropriateness of the consultant or institution and the costs of the programme.

34.7.3 External Institution

34.7.3.1 Such courses can be concluded where:

34.7.3.1.1 An employee approaches his / her manager for consideration of a course

34.7.3.1.2 A manager suggests to an employee his / her participation in a course

34.7.3.1.3 The Municipality requires an employee to attend the course; such courses will be included under two different categories:

34.7.3.1.4 As a Bursary in terms of Bursary policy and (refer to Bursary Policy for more details)

34.7.3.1.5 As a study loan in terms of Study loan policy (refer to Study Loan Policy for more details)

34.8 TRAINING AND DEVELOPMENT INTERVENTION

The intervention shall apply to be observed in all aspects related to training

34.8.1 Formal Training

This training refers to academic training and recognized educational institution. This shall be done by way of granting bursaries as indicated the bursary policies.

34.8.2 In-service Training

34.8.2.1 Training courses should be outcome based and lead towards a higher qualification in terms of NQF

34.8.2.2 In service should be the result of a need analysis, done on a regular basis to identify training needs. Special courses to cater for such training needs should be identified and presented on an annual basis

34.8.2.3 This includes all the activities, which the in-service trainee receive directly or indirectly from the Municipality in order to equip them with the knowledge, skills or attitude to enable them to function effectively or efficiently

34.8.3 Succession planning

This should be introduced in all critical positions to timeously identify and develop candidates to fill the vacancies should such position become vacant. Shortage of internal skills should be timeously acknowledged and contingency plans put in place.

34.8.4 Career development

A career path is a series of successive positions an employee should occupy as they advance in the organization structure through the career. Career path plan are HRD planning tool but it can be used as a long range training of key personnel

34.8.5 Accelerated training

Ensures that identified employees can be skilled in a short period of time where a critical need exists. Provision is made to accommodate high intensity training of certain staff should such a need be identified. It is a dynamic sharing of work experiences to help the “student “through an accelerated process of career growth

34.8.6 Mentorship Programme / Coaching

It should highlight a one on one training intervention where the need arises and the need dictates that such programme should be implemented. These programmes are aimed at Training and Development of the employee on finer aspects of operational matters by means of direct contact between mentor and student. This is one of the most powerful “tools” available to increase performance in a promising subordinate. These programmes can also be applied for management training where such training programmes are focused at the structured training and development of managerial on specific management levels.

34.8.7 Learnerships

They should be occupationally based and when completed should constitute a credit towards a qualification registered in terms of NQF as identified in S1 of SAQA. They should consist of a structured learning program and should include practical work experience of a specific nature and duration. Learnership agreements should be entered into as defined in the Skills Development Act

34.8.7.1 The under mentioned principles will be applicable

- HOD must annually motivate the need for learnership programme within their departments. Such needs should be considered within the comprehensive Training and Development plan for a specific financial year
- employment after completion of a learnership programme may not be guaranteed
- students for these programmes should be well informed that the obtaining of a specific qualification wouldn't guarantee employment
- the Municipality should enter into a contract with such a student to work back time for the investment made by the Municipality. Such time should be based on a working back one year for each year the Municipality has supported a student in a learning programme

34.8.8 Recognition of Prior Learning (RPL)

Recognition of Prior Learning (RPL) is an assessment process through which learners may be awarded credits for learning which they have already obtained through work experience or some form of prior learning. During this assessment they have to show that they meet the learning outcomes in the learning standards for a particular qualification through demonstrating what they know and are able to do. It is possible to obtain a whole qualification, or part of a qualification, through RPL.

34.9 BUDGETS

The following principles will apply to the structuring of the Education, Training and Development budget:

34.9.1 The training budget will be determined by the legislative requirements as well as the strategic priorities of the Municipality as reflected in the business plans of the department and the Workplace Skills Plan

34.9.2 The training budget of the MUNICIPALITY will be centrally located and budgeted to effectively manage training financial allocation and to facilitate reporting to the Council and the LGSETA