

PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM POLICY

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1. DEFINITIONS

All key words and conceptions contained herein are as defined in the relevant legislation and in these definitions unless the context indicates otherwise:

Audit Committee -	A committee of the municipality established in terms of the relevant provisions of the Municipality Finance management Act, No 56 of 2003 Consumers -The members of the community of Matatiele Local Municipality and the recipients of the municipal services.
Individual Manager-	A person employed as a Manager for a particular unit or organisational component.
Service Users -	Same as Consumers
Work Teams -	A group of employees who are performing the same or similar functions on a continuous basis.
Performance Management –	A process used by the Municipality to evaluate System organizational and its individual performance against the goals and objectives set out on the IDP.
Municipality –	Refers to the Matatiele Local Municipality (MLM).
Levels/Grades -	Skills levels. Level 1: Basic skills (Grade 1-3); Level 2: Discretionary skills (Grade 4 – 8); Level 3: Specialized skills (Grade 9 – 13); Level 4: Tactical Skills (Grade 14 – 18); and Level 5: Strategic skills (Grade 19 – 26).
General Manager-	Head of Department/Section 56 Manager.
Panel -	Members that are in a committee assessing an individual employee or group of employees.
KPA -	Key Performance Area
KRA -	Key Responsibility Area.
Financial year -	means the financial year of a municipality commencing from 1 July each year and ending 30 June on the following year.
Senior Manager-	means a municipal manager or acting municipal manager in terms of the Section 54 A of the Act and includes a manager directly accountable to a municipal manager appointed in terms of Section 56 of the Act.
IDP -	Integrated Development Plan
SDBIP -	Service Delivery Budget Implementation Plan.

2. PREAMBLE

The Municipality recognizes the significance of having a performance management system not only as a legal requirement in terms of the applicable laws, but as an

important instrument of corporate governance which aims at ensuring that a process of goal setting in the work place is followed by a systematic success measuring process. This policy has been formulated against a need for formalizing the process and strategy for managing both organizational and individual performance. The noble goal of achieving excellent standards of performance will be realized through introduction and injection of a systematic set of rules and standards of performance in the work place.

3. OBJECTIVES

- 3.1 To give effect to chapter 6 of the Local Government: Municipal Systems Act (32 of 2000), as amended.**
- 3.2 To effect compliance with the Municipal Planning and Performance Management Regulations of 2001 and Performance Management Regulations, 2006.**
- 3.3 To conform to the Performance Regulations of 2006 for section 57 employees.**
- 3.4 To give effect to other legislative, regulatory and policy requirements including, but not limited to, IDP, MFMA, Batho Pele principles and 1998 White Paper on local government.**
- 3.5 To set a scene/platform for management and monitoring of organizational and individual performance.**
- 3.6 To set rules, regulations and standards for effective and successful management of performance in the work place.**
- 3.7 To provide a framework for managing work performance with a purpose of paying performance Bonuses/performance appraisals where applicable.**
- 3.8 To provide for handling a dispute arising from a performance management process.**
- 3.9 To provide a mechanism for managing and dealing with sub-standard work or poor performance in the workplace.**

4. APPLICATION OF THIS POLICY

- 4.1 This policy will apply to all employees of the municipality except casual employees and employees hired for less than three months**
- 4.2 This policy will be applicable from the date of adoption by the Council.**
- 4.3 There will be no special exemptions from compliance with this policy.**

5. PERFORMANCE MANAGEMENT ETHICS AND PRINCIPLES

- 5.1 A Performance Management and Development System is set to maximize output arising from utilization of employees in the work place.**
- 5.2 Performance management is established and operated in order to unlock potential for both organizational growth and employee development.**
- 5.3 Performance management is intended to generate organizational focus and employee motivation in rendering services.**
- 5.4 Performance assessment is conducted with the maximum honesty and confidentiality.**

- 5.5 Optimal performance of both the organization and the individual is one of the most important principles of performance management.
- 5.6 Tracking and managing performance is the most important principle
- 5.7 Identification of performance gaps and provision of intervention measures are cornerstones of performance improvement.
- 5.8 Employees must receive fair evaluations and their performance should be managed in an appropriate and satisfactory manner.
- 5.9 There must be no favouritism and bias in assessing employee performance.
- 5.10 Excellent performance is rewarded accordingly, whilst intervention measures to address bad/under performance are effected without delay.

6. ORGANISATIONAL PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM

- 6.1 The Municipality shall develop a Performance Management and Development System based on the prescripts contained in the legal framework for the Performance Management System.
- 6.2 The Municipality shall set targets and monitor and review the performance of the Municipality based on indicators linked to the Integrated Development Plan (IDP).
- 6.3 The Community shall be involved in setting indicators and targets and reviewing municipal performance.
- 6.4 The Municipality shall table and publish an Annual Performance Report on performance of the Municipality forming part of its Annual Report as required by the Municipal Finance Management Act (53 of 2003) (MFMA).
- 6.5 The Performance Management and Development System shall be based on the performance standards known as national key performance indicators prescribed by the Department of Provincial and Local Government.
- 6.6 The Municipality shall on a continuous basis review its performance standards preferably on an annual basis as part and parcel of overall audit and assessment of performance measures.
- 6.7 Determination of the organizational performance framework and standards in terms of the legal requirements shall be driven and facilitated by the IDP unit of the Municipality.
- 6.8 The performance of the Municipality shall be subjected to audit by the Municipality's Audit Committee and the Auditor-General.
- 6.9 The organizational Performance Management and development System shall constitute a basis for development and management of individual performance standards from the Municipal Manager down to the work teams.
- 6.10 Finally, the organizational performance management framework shall constitute the strategic level of performance and set an inclusive scene/ platform for springing up of a service delivery focused and oriented culture of performance mainly characterized by active participation of stakeholders and constant receipt of feedback from the service users or consumers.

6.11 The Municipality shall set aside annual funding for an organizational strategic planning workshop.

6.12 The strategic workshop shall be held in each financial year before the commencement of the new financial year and before finalization of the new budget and the reviewed/new IDP.

7. DEPARTMENTAL PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM

7.1 Each Department shall draw up its annual departmental performance management framework based on the Integrated Development Plan, Performance Management Framework, Strategic Plan and Service Delivery and Budget Implementation Plan (SDBIP).

7.2 The Departmental Performance Management and Development System shall be driven and championed by the Head of the Department.

7.3 The Departmental Performance Management and Development System shall set an enabling performance environment for the efficient and effective utilization of employees within the Municipality.

7.4 The Departmental key performance areas, objectives, indicators, targets and results shall be formulated by the General Manager or through a Departmental workshop.

7.5 The Municipality shall set aside an annual funding for departmental workshops to take place immediately after the adoption of the budget and the IDP for formulation of annual departmental performance plans.

7.6 The effective management of performance at a unit and individual levels shall be the responsibility of the head of the department or unit.

7.7 The Head of the unit shall ensure that employees complete tasks assigned to them within the context of a Performance Management System.

8. INDIVIDUAL PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM

8.1 The individual Performance Management and Development System will be largely informed by and based on the organizational and Departmental Performance Management System.

8.2 Appointment of individual managers shall be based on performance contract so as to enhance the culture of accountability and performance within the Municipality.

8.3 The practice of appointing managers on performance contract shall be extended to the managers reporting to the Heads of Department and up to skills level 4 & 5 or equivalent level employees.

8.4 Annual Performance Contracts or accountability agreements or undertakings /promises /performance plans shall be concluded and signed between the person responsible for managing the performance of a particular employee and that employee, and such will be preceded by a signed Job Description of individual employee.

- 8.5 Performance of Section 57 (i.e. 54 & 56) employees shall be strictly managed according to the 2006 Performance Management regulations issued by the Department of Provincial and Local Government.**
- 8.6 Performance standards and measures for each employee shall be set according to the pre-determined performance values and criteria for the Unit and the post.**
- 8.7 Performance management shall be pursued in order to identify performance gaps, deficiencies, and good performance for the purpose of making interventions and awarding rewards where necessary.**
- 8.8 Employees shall be informed both verbally and in writing of what is expected of them in their jobs.**
- 8.9 The employees shall be assessed according to the competency model which entails job knowledge, skills, attributes and set performance standards, objectives and targets.**
- 8.10 Critical training needs will also be established through this process.**
- 8.11 Employees will be entitled to receive regular feedback on their performance from their superiors.**
- 8.12 In return, employees have a moral duty and obligation to perform their duties in terms of the set performance standards and job description without failure.**
- 8.13 Rendering of services by employees in the most efficient, economical and effective manner will lead to judicious delivery of the right quality and quantity of output at the correct time.**
- 8.14 Individual performance assessments shall be done twice a year for all Managers and in respect of all other deserving employees.**
- 8.15 Individual performance assessment may be done quarterly for all employees from TASK grade 14 and below, but for quarter one and quarter three, assessments may be done by the respective Supervisors, and not through a formal panel, as per Clause 10.19 to 10.21 below.**
- 8.16 Performance assessment may be done on a collective or team basis on TASK grade 7 downwards due to a big number of employees and subject to agreement with affected employees.**
- 8.17 The Municipality shall establish a Performance Management and Development System (PMDS) Sub Unit within the Corporate Services Department to drive the individual performance management programme of the Municipality.**
- 8.18 The PMDS sub unit shall be responsible for co-ordination of individual performance management from probation stage of personnel utilization through the entire life cycle of personnel utilization within the institution.**
- 8.19 The PMDS sub unit shall be responsible for recording the proceedings of performance assessment sessions at all times.**

- 8.20 The PMDS sub unit shall be the custodian and a place/point of reference for all working/current records of individual performance management subject to compliance with the requirements of the Municipal records and information management policy.
- 8.21 The PMDS sub unit shall be responsible for managing and coordinating performance management in respect of provision of outstanding performance awards and payment of performance bonuses and/or incentives to the respective employees.
- 8.22 The PMDS sub unit shall be responsible for facilitation and/or institution of poor performance counselling proceedings as may be required in terms of feedback from various service users from time to time.
- 8.23 The institution of disciplinary proceedings arising from continuous poor work performance will be referred to the HRM Unit: Labour Relations Office within the Corporate Services Department of the Municipality.
- 8.24 Clause No.8.23 above shall be dealt with through provisions for incapacity proceedings.

9. PROBATION MANAGEMENT SYSTEM

- 9.1 A newly appointed employee for a period of not less than 12 months will be required to serve a three - month-probation period prior to confirmation of employment and must have a signed performance contract/plan within two months from the date of assumption of duty.
- 9.2 Probation shall apply to contract employees as well, including performance contract employees, but the probation period for Section 57 performance contract employees shall be twelve (12) months and dealt as per the conditions of employment in their contracts of employment
- 9.3 Employees hired for a period of less than 12 months but not less than three months, will be required to serve a probationary period of two to three months prior to confirmation of employment.
- 9.4 Employees hired for a period of less than three months will not be required to serve probation.
- 9.5 During probation, employees shall be given an opportunity to demonstrate performance up to the standards expected of them and be provided with appropriate feedback, assistance and support to achieve them.
- 9.6 The new employee and his or her supervisor will discuss formally or informally the required performance levels within the first month of employment in an effort to lay a sound foundation for tracking performance.
- 9.7 Performance of employees on probation for a three month-period shall be assessed on a monthly basis.
- 9.8 The Municipal Manager shall be responsible for approval and confirmation of satisfactory completion of probation by each employee of the Municipality.
- 9.9 Upon successful completion of probation the employee will be issued with a letter of confirmation of employment from the Corporate Services Department.
- 9.10 An employee who demonstrates unsatisfactory performance at the end of his/her probationary term of three month-period may be put on an extended probation of

more than three months or have his or her services terminated, should there be no hope of performance improvement.

- 9.11 An employee shall be afforded a poor performance/conduct hearing prior to the extension of probation or termination of services as contemplated in clause No 9.10.
- 9.13 An employee afforded a poor performance/ conduct hearing during the probation process shall be entitled to representation by a shop steward or a fellow employee of his or her choice.
- 9.14 An employee put on extended probation shall be assessed on a monthly basis.
- 9.15 Probation monitoring shall encompass both conduct and performance of an employee.
- 9.16 Notwithstanding the clause No. 9.10, termination of services on grounds of misconduct shall be preceded by institution of disciplinary proceedings, against the employee.

10. PERFORMANCE MANAGEMENT CYCLE

- 10.1 Performance expectations for the Section 56 employees shall be set once in a financial year prior to the commencement of the new financial year.
- 10.2 Performance of the Section 56 Managers shall be assessed two times in a financial year, that is, bi - annually.
- 10.3 Each Section 56 employee shall prepare a performance report according to the performance indicators and targets set out in the performance contract at the end of a three month-period.
- 10.4 Performance expectations for General Managers, Middle Managers, Coordinators /Chief Officers and levels lower than shall be set in the beginning of each financial year and may be reviewed in the six month-cycle in each financial year.
- 10.5 Performance of the Municipal Manager, General Managers and Unit Managers shall be done twice a year, and Coordinators/Chief Officers shall be assessed in four times per year, i.e. quarterly.
- 10.6 Each Unit Manager, and Coordinators/Chief Officers shall prepare a quarterly performance report based on his or her performance contract or agreement at the end of each three month-period.
- 10.7 Performance of the other employees shall be assessed on a quarterly basis by their individual supervisors according to the set performance standards and objectives.
- 10.8 A standard performance review form or reporting template shall be completed by the employees on performance management to give an account of his/her performance according to the set performance targets at the end of each quarter.
- 10.9 Unskilled and semi-skilled employees will not be required to complete a performance reporting template; their performance will be assessed on the basis of oral information provided.
- 10.10 Employees shall be assessed individually for their performance by their immediate superiors in a formal or informal setting for quarterly performance preceding the mid-year and annual performance reviews.
- 10.11 Once a performance report has been forwarded to the manager or the supervisor

- a meeting must be scheduled for the discussion of the report.
- 10.12** Employees who are not required to write their performance reports will be advised in writing to attend their oral performance assessment sessions.
- 10.13** In this meeting, agreements and disagreements around performance issues shall be agreed upon between the employee and manager /supervisor and will be recorded.
- 10.14** Disagreements and disputes pertaining to performance for Section 57 employees will be dealt with in terms of the 2006 Regulations for Municipal Managers and Managers directly accountable to the Municipal Managers.
- 10.15** Any other performance dispute/disagreement affecting any employee shall be referred to a performance dispute resolution tribunal set up by the Municipal Manager for the purpose of resolving that particular dispute.
- 10.16** Performance reports or records of performance shall be subjected to ratification and acceptance with or without alterations by the respective performance evaluation panel.
- 10.17** The annual and mid-year performance review of the Municipal Manager shall be assessed and ratified by an evaluation panel made up of the following members:
- 10.17.1** The Mayor.
 - 10.17.2** The Chairperson of the Performance Audit Committee or Audit Committee.
 - 10.17.3** A Member of the Executive Committee member appointed by the Council.
 - 10.17.4** Mayor and/or Municipal Manager from another municipality.
 - 10.17.5** Ward Committee member, as nominated or identified by the Mayor.
- 10.18** The Performance Assessment Panel for Senior Managers directly accountable to the Municipal Manager, for the annual and midyear performance shall be constituted in terms of section 27 (e) of Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, and shall be as follows:
- 10.18.1** The Municipal Manager.
 - 10.18.2** The Chairperson of the Performance Audit Committee or the Audit Committee;
 - 10.18.3** A Member of the Executive Committee appointed by the Council; and
 - 10.18.4** The Municipal Manager from another municipality.
- 10.19** The Performance Assessment Panel for all the Unit Managers directly accountable to the senior or General Managers, for the annual and midyear performance shall be constituted up of the following members:
- 10.19.1** Two General Managers, being
 - 10.19.1.1** The General Manager: Corporate Services
 - 10.19.1.2** The General Manager from the department where the employee comes from
 - 10.19.2** The General Manager from the Department where the employee comes from to be the Chairperson of the panel.
 - 10.19.3** One Audit Committee Member as decided upon by the Audit Committee.

- 10.20** The Manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to 10. 17; 10.18; & 10.19 above, as provided for in terms of regulation 27 (f) of Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers.
- 10.21** The annual and midyear performance review for all other employees not mentioned on 10.17 to 10.19 above and/or employees on TASK grade 15 to 07 shall be assessed and ratified by the following Panel:
- 10.21.1** Three Unit/Division Managers, being
 - 10.21.1.1** The Manager: Human Resources Management (HRM)
 - 10.21.1.2** The Manager of the Unit/Division from the department where the employee comes from.
 - 10.21.1.3** One other Unit/Division Manager.
 - 10.21.1.4** In a case where there is immediate supervisor other than Unit Manager in the Unit where the employee comes from, immediate supervisor must be part of the panel instead of Unit Manager from another unit as per clause 10.21.1.3 above.
 - 10.21.2** The Manager of the Unit/Division, where the employee comes from to be the Chairperson of the panel
- 10.22** The Performance Management Practitioner responsible for Individual Performance Management within the municipality must provide secretariat services to the evaluation panel referred to 10. 21 above.
- 10.23** Notwithstanding Clause No 10.19, the Municipal Manager shall choose one of the General Managers to stand for him or her when the performance of the Unit Manager within the Office of the MM is assessed; such chosen General Manager shall be the Chairperson of the performance assessment proceedings.
- 10.24** The performance assessment panel for annual and midyear performance of all other posts or positions other than those mentioned in the preceding clauses and/or employees on TASK Grade 07 and below shall be constituted as follows:
- 10.24.1** The Performance Management Practitioner and/or Designated HR Official
 - 10.24.2** The Immediate Superior of the employee
 - 10.24.3** The Immediate superior shall chair the performance assessment proceedings
- 10.25** An Official from Human Resources Management: Corporate Services Department within the municipality must provide secretariat services to the evaluation panel/s referred to 10. 24 above.
- 10.26.** In the absence of the member of panel due to the vacancy of the position, the acting person shall replace such person in the panel.
- 10.27** Any member of the panel shall prioritize attendance of the performance assessment sessions.
- 10.28** Should a member of the panel be unable to attend a particular performance assessment session, he/she shall choose a person to represent him/her provided such person's status is equivalent to that of his/her's in terms of this policy and 2001 Regulations.

10.29 The quorum for each performance assessment panel to sit and conduct its business in terms of the 2001 regulations and this policy shall be 50% plus 1 in any given situation.

10.30 If the dispute contemplated in clause No 10.15 is not resolved, the normal grievance or applicable disciplinary procedures shall be followed in resolving the matter.

11. INDIVIDUAL PERFORMANCE CONTRACT SIGNING AND REPORTING

11.1 The performance contract shall be concluded between each employee within 30 calendar days reckoned from the first day of the new financial year or 60 calendar days upon commencement of employment in respect of all municipal officials appointed on performance contract.

11.2. A person employed for a period of three months and below before the end of the financial year may not be required to sign the performance agreement or plan.

11.3 A maximum of three opportunities will be given to incumbents for necessary review failing which an incumbent will be deemed to have waived his/ her right

11.4 The employee shall choose a minimum of three (3) national KPAs, with a total weight of 100%.

11.5 The employee (Members of Management) may choose a maximum of twelve (12) core competency requirements (CCRs) including compulsory core managerial requirements (CMRs) with a total weight of 100%.

11.6 All other employees shall choose three (3) to Six (6) individual KPAs/KRAs, with a total weight of 100% and these KPAs/KRAs must be aligned to the departmental key functional/responsibility area.

11.7 In instances where the employee sees fit to have more than six (6) IKPAs/IKRAs this must be approved by the Manager concerned however it may not exceed eight (8).

11.8 Each IKPA shall be weighted based on the level of importance, priority, time spent on it and the level of criticality to the Municipality

11.9 All other individual employees may choose a minimum of five (05) and a maximum of ten (10) Generic Assessment Factors (GAFs) with a total weight of 100%.

11.10 Notwithstanding Clauses No. 11.2 to 11.4 above, scoring shall only be done on the KPAs/Individual KPAs/KRAs and CCRs/GAFs, respectively.

11.11 Scoring will only be done on the national KPAs and CCRs.

11.12 It is incumbent upon the employee to ensure that a performance contract is adequately completed and signed on time without errors.

11.13 Employees who are not on performance contract shall enter into a performance accountability arrangement as per the prescribed performance review template.

11.14 Employees who are on performance contract shall report their performance in a prescribed template in all performance review intervals which may be reviewed from time to time.

11.15 All individual quarterly performance reports shall be due for submission to

the immediate superiors within two weeks after the end of each quarter.

- 11.16 Mid-year and Annual Performance Reports will be due for submission to the PMDS unit within three weeks after the end of first six month-period and financial year respectively.
 - 11.17 PMDS Sub-unit will be responsible for keeping his or her personal copies of the performance contract and individual performance reports in a safe place for reference purposes.
 - 11.18 An employee who fails to sign a performance contract later than 60 calendar days after the due date, shall be regarded as not having complied with this policy, and the employee concerned may be required not to proceed to sign the performance agreement s u b j e c t to institution of disciplinary proceedings.
 - 11.19 The HRM & D Unit will be responsible for distributing performance contract, performance plan, performance review, individual performance reporting templates to the respective Managers at least 7 calendar days before the commencement of the period required for execution of any particular task to be performed in terms of this policy.
 - 11.20 The IPMS Sub Unit will be responsible for distributing performance plan, performance review, individual performance reporting and probation assessment templates to the respective employees (on TASK Grade 15 and below) at least 7 calendar days before the commencement of the period required for execution of any particular task to be performed in terms of this policy.
 - 11.21 Signed copies of the Performance Contracts will be presented to the Audit Committee as evidence of compliance as a matter of due diligence on the part of the Municipality.
 - 11.22 The performance objectives and targets reflected in the performance plan are set by the employer in consultation with the employee and based on the IDP, SDBIP and the budget of the municipality and shall include key objectives, key performance indicators, target dates and weightings
12. QUARTERLY, MID YEAR AND ANNUAL PERFORMANCE REVIEW
- 12.1 The employee shall undergo the mid-year performance review after the first six months of the financial year.
 - 12.2 The mid-year performance review will deal with the assessment of achievement of all job objectives as well as performance targets as outlined in the performance/accountability agreement or promise.
 - 12.3 The mid-year performance review will be used to revise work objectives and performance targets in view of whatever prevailing circumstances warranting such revision.
 - 12.4 Both employer and employee shall be at full liberty to amend the performance/accountability agreement for the remaining six months the financial year with no punitive/adversarial consequences.

- 12.5 Normal quarterly performance review will not be affected by the mid-year performance review.
- 12.6 There will be no scoring on quarterly performance reviews, but there will be scoring for mid-year performance reviews and annual performance reviews, and only annual performance reviews will count for the payment of performance Bonus/Appraisal or giving of an award.
- 12.7 The annual performance review shall be conducted at the end of the financial year.
- 12.8 The annual performance review shall entail overall assessment of the employee for the entire 12-month performance period.
- 12.9. This particular performance review will not replace any of the regular performance appraisals in terms of this policy.
- 12.10 The annual performance review will focus on overall evaluation of performance with a view of making necessary adjustments as may be required in the previous performance appraisals.
- 12.11 Awarded scores may be adjusted accordingly in the light of new information received.
- 12.12 The main purpose of the annual evaluation will be to determine a final score which may lead to payment of a performance bonus or reward to the deserving employee.
- 12.13 The mid-year performance score may be considered towards the determination of a performance bonus where applicable or any form of performance reward where necessary.
- 12. 14 The performance bonus may be paid to the employee after the annual report for the financial year under review has been tabled and adopted by the municipal council and the HRM & D shall use the annual performance report adopted by council to verify the actual performance presented by the employee.
- 12.15 The panel members shall agree on the uniform scoring to provide for all the KPAs.

13. TOOLS OF PERFORMANCE MANAGEMENT

- 13.1 The performance agreement shall be used as a tool for capturing critical performance information like performance objectives, indicators, and targets for all performance contract
- 13.5 An appropriate working tool shall be used by all municipal employees in order to accomplish productivity and to provide any necessary information needed for performance assessment.

14. ELEMENTS OF PERFORMANCE PLANNING AND ASSESSMENT

- 14.1 The elements of performance planning and assessment are as follows:
 - 14.1.1 Job objective
 - 14.1.2 Tasks to be completed to achieve job objective
 - 14.1.3 Target/Success criteria which measure effectiveness of job objective achievement.

- 14.1.4 Evidence of performance to illustrate examples of work achievement.
- 14.1.5 Proficiency rating scale of 1 to 5 measuring effectiveness of target/success criteria achievement.
- 14.1.6 Average rating for all scores assigned to targets/success criteria.
- 14.2 The above performance planning and assessment system will apply to all employees including Section 57 employees of the Municipality.
- 14.3 The performance planning and assessment system for Section 57 employees will apply according to the provisions of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager.
- 14.4 Both Supervisor and the employee will be required to agree on the elements of the performance planning and assessment.
- 14.5 Annual competency assessments may be conducted together with the annual skills audit on each employee and this shall be used to assess the individual's achievements on addressing the GAPs on the CCRs.
- 14.6 Individuals, especial on skills levels 3 -1 posts or equivalent job titles, shall only be assessed on activities that they were given an opportunity and resources to deliver.
- 15. MID-YEAR AND ANNUAL PERFORMANCE ASSESSMENT PROCEEDINGS
 - 15.1 The PMS sub-unit shall be responsible for issuing invites to the members of the performance review panel to attend the planned performance review sessions.
 - 15.2 The PMS sub-unit will be responsible for inviting the employees to attend the planned performance review sessions.
 - 15.3 A notice of 7 calendar days shall be given to any party to attend the performance review proceedings.
 - 15.4 All parties attending the performance review proceedings will be required to sign an attendance register.
 - 15.5 The venue and time for the performance review sessions will be identified and decided by the PMS sub-unit in consultation with other relevant stakeholders.
 - 15.6 The Performance Management System Sub -Unit shall be responsible for budgeting for the funding of the performance management processes.
 - 15.7 The outcome of the Annual and Final Performance Review will be submitted to the Audit Committee for review prior to submission of the same to the Council.
 - 15.8 The scores will be allocated according to the National KPAs (for Management members) and Individual KPAs/KRAs (for all other employees), respectively.
 - 15.9 The Audit Committee shall have the power to moderate final annual performance assessment scores.

- 15.10 The portfolio of evidence shall be used to verify the validity of scores given.
- 15.11 The Internal Audit Unit shall conduct annual audits of all the portfolio of evidence before the final assessments are conducted or before the outcome of the final assessments can be implemented.
- 15.12 The one on one sessions shall be conducted for all managers including the Municipal Manager prior the actual date of the performance assessments.
- 15.13 Section 57 managers shall be assessed after the annual report has been approved.

16. TARGET SUCCESS CRITERIA AND CALCULATION OF SCORES FOR AWARDED PERFORMANCE BONUS/REWARD

- 16.1 The assessment of the performance of employee will be based on the following rating scale for KPAs/KRAs and CCRs/GAFs or overall target success criteria will be assessed on a scale of 1 to 5 as follows:

16.1.1	1	=	Unacceptable performance (69% and below)
16.1.2	2	=	Not fully effective (70% - 99%)
16.1.3	3	=	Fully effective (100% - 129%)
16.1.4	4	=	Performance significantly above expectations
16.1.5	5	=	Outstanding Performance (150% and above)

- 16.2 The following scoring methodologies shall be used by the Individual, Supervisor and/or the panel member/s (whichever is applicable).

16.2.1 Individual Scoring

- 16.2.1.1 Individual shall score their key performance responsible areas on actual targets which shall be categorized under the following arithmetic and logic values:

- 16.2.1.1.1 Yes/No
- 16.2.1.1.2 Percentage
- 16.2.1.1.3 Numeric
- 16.2.1.1.4 Currency

16.2.2 The Panel Scoring

- 16.2.2.1 The panel scoring shall be based on the rating set out in section 16.1 of this policy.
- 16.2.2.2 The panel shall utilize a generally accepted tool to adjudicate their scoring.
- 16.2.2.3 The panel score shall be influenced by quality, target, and cost.
- 16.2.2.4 The panel shall take into account the following criteria when conducting the final assessment:

16.2.2.4.1 Number of tasks complete vs. the number of tasks planned.

16.2.2.4.2 Number of tasks completed on time

16.2.3 Notwithstanding clause 16.2.2 above, where assessment by the supervisor has to be done/conducted, the same principle shall be used.

16.3 Final scores shall be subjected to section 15.9 of this policy.

16.4 Notwithstanding Section 27 (4) (a)(iii) and (b)(iv) of the Municipal Performance Regulations of 01 August 2006, the panel score or rating shall be taken as the final score.

16.5 The following table as well as the provisions of Municipal Staff Regulations of 20 September 2021 will be used to determine payment of performance bonus to performance contract employee:

16.5.1 Final Score Bonus / Reward

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
100% to 129%	Fully Effective - No performance bonus.
99% and below	Compulsory Performance Counselling and no performance bonus

16.5.2 The above table shall be normalized as follows: -

RANGE	SCORE	% Bonus	RANGE	SCORE	% Bonus
150 AND ABOVE	166 and above	14	Between 130 and 149	149	9
	165	13.9		148	9
	164	13.8		147	9
	163	13.705		146	9
	162	13		145	8.6
	161	12.9		144	8.5
	160	12.85		143	8.4
	159	12.565		142	8
	158	12		141	7.5
	157	11.995		140	7.4
	156	11.71		139	7.2
	155	11.425		138	7
	154	11		137	6.8
	153	10.855		136	6.5
	152	10.57		135	6.4
	151	10.285		134	6
	150	10		133	5.6
				132	5.4

	131	5.2
	130	5

- 16.6 This rating and scoring mechanism shall apply to all performance contract employees.
- 16.7 The final rating and scoring payment the performance bonus/reward will be based on the annual performance review and assessment.
- 16.8 Such final rating and scoring will be verified and ratified by the respective performance review panel as set out in this policy.
- 16.9 The following formula shall be used to calculate total scores for awarding performance to the performance bonus:

16.9.1 (a) $\text{Weight} \times \text{Final score per KPA} = V \times 80\%$
(for KPA) = score for each KPA

(b) Add up all KPA scores to get a total sum = W

16.9.2 (a) $\text{Weight} \times \text{Final score per CMC} = Y \times 20\%$ (for CMC) = score for each CCR

(b) Add up all CCR scores to get a total sum = Z

16.9.3 $W + Z = \text{Total score (percentage)}$.

16.10 Notwithstanding 16.9 above, this score shall be out of 200 points, and the final bonus calculation shall be scored as follows: calculation of score:

$$\begin{array}{rcl}
 \text{KPAs} = & \frac{\text{total points} \times 80}{100} & = \text{???} \\
 & & + \\
 \text{CCRs} = & \frac{\text{total points} \times 20}{100} & = \text{???} \\
 \hline
 \text{TOTAL SCORE} & & = \text{???}
 \end{array}$$

17. SUB-STANDARD/ POOR PERFORMANCE MANAGEMENT

- 17.1 All endeavours shall be made to provide support in the form of coaching, guidance, mentoring, training and counselling to any employee displaying signs of sub-standard performance.
- 17.2 These employees shall be given adequate period ranging from four months to eight months to improve performance.
- 17.3 Unequivocal performance targets with a succinct action plan shall be drawn up for an employee with clear results to be achieved.
- 17.4 The time needed for an employee to improve his/ her performance will be dictated by the nature and level of the job.
- 17.5 Any form of adversarial reaction to the employee's poor Performance shall be preceded by a comprehensive package of assistance within a reasonable time frame.

18. PERFORMANCE DISPUTE RESOLUTION

- 18.1** A performance dispute shall be declared in writing by an affected employee within 21 working days after receiving a written confirmation of the performance assessments results if the need to do so arises
- 18.2** A Performance Dispute Resolution Tribunal will be appointed within 10 working days by the Municipal Manager after receipt of such complaint.
- 18.3** A Performance Dispute Resolution Tribunal will be made up of not less than 3 members and not more than 5 members.
- 18.4** The members of the Performance Dispute Resolution Tribunal will be drawn from municipal officials serving in the managerial and supervisory positions, whose post level are above that of the accused employee.
- 18.5** The Performance Dispute Tribunal shall have a Chairperson appointed by the Municipal Manager whether from internal or external, preferable not outside the jurisdiction of the District municipality.
- 18.6** The Performance Dispute Tribunal Chairperson shall convene a meeting within 14 working days of the receipt of the dispute to hear the dispute.
- 18.7** The employee will be afforded representation rights and other rights as accorded in the disciplinary procedure
- 18.8** The proceedings of the Tribunal shall be recorded by means of a mechanical device.
- 18.9** The employee shall lead evidence in chief and the supervisor or manager of the employee shall reply in stating the employer's side of the story.
- 18.10** The employee and his/her representative shall cross-examine the manager or supervisor.
- 18.11** The Tribunal shall deliver its verdict within 10 working days after completion of the proceedings to the Municipal Manager.
- 18.12** The employee shall be advised about the decision of the tribunal within five working days of receipt of the verdict of the tribunal by the Municipal Manager.
- 18.13** If the employee is not satisfied with the outcome of the performance dispute resolution, the matter can then be treated in terms of the grievance procedure of the Municipality.
- 18.14** If the matter is not resolved in terms of the grievance procedure, the matter may be referred to the Bargaining Council for resolution by the employee or dealt with in terms of the other applicable law.
- 18.15** If the Municipal Manager has a dispute with his/her performance, the matter must be taken to Council.

19. PAYMENT OF PERFORMANCE BONUS/ REWARD

- 19.1** The payment of performance bonus/reward to the performance contract employees shall be done in terms of the relevant provisions of section 16 of this policy and for the Section 57 employees shall also be managed according to the Local Government: Municipal Performance Regulations for Municipal Managers and Managers

Directly accountable to Municipal Manager.

- 19.2 Employees falling outside the category of the service bonus earners will be rewarded for best performance through prize system.**
- 19.3 The performance contract employees shall not participate in the performance prize competition.**
- 19.4 100% of the annual aggregate score for the category of employees not receiving performance bonus shall be equivalent to the first prize.**
- 19.5 80 % of the annual aggregate score shall be equivalent to the second prize in respect of the Category of employees not receiving performance bonus.**
- 19.6 60 % of the annual aggregate score shall be equivalent to the third prize in respect of the category of employees not receiving annual bonus.**
- 19.7. Notwithstanding clauses 12.8; 12.9; &12.12, payment of a Pro rata performance bonus where necessary shall be limited to a minimum period of not less than three months.**
- 19.8 Performance bonus payment for the section 57 employees will be managed according to the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly accountable to Municipal Manager.**
- 19.9 Payment of a pro rata performance bonus where necessary will be limited to a minimum period of not less than three months.**
- 19.10. Prices will be won by one best performing employee per unit.**

20. REWARD AND RECOGNITION OF EXCELLENCE

- 20.1 Employees falling outside the category of the performance bonus earners will be rewarded for best performance through prize system.**
- 20.2 Each Department may have three prizes to be won by the first three best performing employees or group of employees in the Department.**
- 20.3 The monetary value of the first prize shall not exceed 0.05% of the total Municipal personnel expenditure in the previous financial year.**
- 20.4 The monetary value of the second prize shall not exceed 0.04% of the total Municipal personnel expenditure for the previous financial year.**
- 20.5 The monetary value of the third prize shall not exceed 0.03% of the total municipal personnel expenditure for the previous financial year.**
- 20.6 A winning employee or group of employees will receive a prize or a gift to the approximate value in accordance with the approved budget provisions.**
- 20.7 In cases of neck to neck situations, the evaluation panel shall devise the most appropriate and fair mechanism of undoing a tie so as to having more than one first, second and third prize winners in each Department.**
- 20.8 This mechanism will include calling for representations from the supervisors and managers concerned with regard to the performance of those employees.**

- 20.9 All performance and recognition rewards will be handed over in a special annual ceremony organized to confer the awards and honour good performance in a very symbolic and prestigious fashion.
- 20.10 For the purpose of this policy, the Departments and all organizational components headed by section 54/56 Managers including the Office of the Municipal Manager as well as offices of the Mayor and Speaker will be incorporated into that of the Municipal Manager.
- 20.11 This annual ceremony will be used for conferring long service and retirement awards to employees as well.
- 20.12 Other tokens of appreciation may be issued to employees in the ceremony subject to availability of funding and sponsorship.

21. INCAPACITY PROCEEDINGS ON GROUNDS OF POOR PERFORMANCE

- 21.1 After probation or during normal work performance an employee should not be dismissed unless the following has happened:
 - 21.1.1 The employee has been given appropriate evaluation, instruction, training, guidance and counselling.
 - 21.1.2 The employee should be given a reasonable time for improvement.
- 21.2 The Procedure to be followed prior to instituting dismissal proceedings will include an investigation into the real causes of poor/unsatisfactory performance.
- 21.3 After establishment of the real causes for unsatisfactory performance, an appropriate response to the problem must then be implemented.
- 21.4 Where necessary charges for incapacity on grounds of poor performance shall be formulated and preferred against the employee subject to proof of failure of all other required and taken steps towards assisting an employee.
- 21.5 In case of disciplinary proceedings, the employee shall have to be heard and assisted by a Trade Union Representative or fellow employee.

22. DISMISSAL ON GROUNDS OF POOR PERFORMANCE

- 22.1 The person determining whether a dismissal for poor performance is unfair should consider the following:
 - 22.1.1 The performance standards set for the employee in terms of whatever accountability arrangement.
 - 22.1.2 Whether or not the employee failed to meet the performance standard set.
 - 22.1.3 The employee was aware or could have reasonably be expected to have been aware of the required performance.
 - 22.1.4 The employee was given a fair opportunity to meet the required performance standard.
 - 22.1.5 The employee was given adequate support in terms of all resources required to perform up to the required standard including training, guidance, coaching,

mentoring where necessary and counselling.

- 22.1.6 The dismissal is a fair sanction for incapacity proceedings where it is proven on balance of probabilities that failure to meet the required performance standard has not been remedied despite all forms of support provided.

23. COMMENCEMENT

- 23.1 This policy will come into effect on the date of adoption by the Council and all the previous adopted policies in this regard shall be repealed.

24. INTERPRETATION OF THIS POLICY

- 24.1 All words contained in this policy shall have an ordinary meaning attached thereto, unless the definition or context indicates otherwise.
- 24.2 Any dispute on interpretation of this policy shall be declared in writing by any party concerned.
- 24.3 The Municipal Manager shall give a final interpretation of this policy in case of a written dispute.
- 24.4 If the party concerned is not satisfied with the interpretation, a dispute may then be pursued with the South African Local Government Bargaining Council/ Arbitration.

25. PERMANENT/ TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY

- 25.1 This policy may be partly or wholly waived or suspended by the Municipal Council on a temporary or permanent basis, after consultation with Management and Trade Unions.
- 25.2 Notwithstanding clause No. 25.1 the Municipal Manager may under circumstances of emergency temporarily waive or suspend this policy subject to reporting of such waiver or suspension to Council and Trade Unions.

26. AMENDMENT AND/ OR ABOLITION OF THIS POLICY

- 26.1 This policy may be partly amended or repealed by the Council after consultation and interaction with Management and Trade Unions.

27. COMPLIANCE AND ENFORCEMENT

- 27.1** Violation of or non-compliance with this policy will give a just cause for disciplinary steps to be taken.
- 27.2** It will be the responsibility of all Managers, Supervisors, and Executive Committee and Council to enforce compliance with this policy.

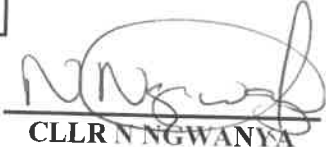
CPS/P277 CR 140/26/05/2022



MR. L. MATIWANE
MUNICIPAL
MANAGER



CLLR S. MNGENELA
HON. MAYOR



CLLR N NGWANVA
HON. SPEAKER

INDUCTION MANUAL (POLICY)

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1. OBJECTIVES

- 1.1. To introduce a new employee to members of council, Management and other employees.
- 1.2. To integrate new permanent /contract employees into the Municipality.
- 1.3. To acquaint employees with details and requirements of the job.
- 1.4. To familiarize employees with the physical environment of the Municipality.
- 1.5. To introduce new permanent / contract employees to co-worker's activities, tasks and the organisational culture of the Matatiele Local Municipality i.e. norms and values of the Council, Strategic goals, Integrated Development Planning (IDP), Municipal legislation and Policies.
- 1.6. To familiarize employees with the labour laws.
- 1.7. To introduce recreational and sports amenities and activities to employees.
- 1.8. To introduce employees to the strategic corporate governance tools like Performance Management System, Budget, Municipal structures, legislative environment and the broader decision making processes.
- 1.9. To deliver a comprehensive induction package to employees.
- 1.10. To create a culture of knowledge and value inculcation.

2. PRINCIPLES OF ORIENTATION AND INDUCTION

- 2.1 A positive and warm reception environment for a newly appointed employee shall be created.
- 2.2 An effective housing familiarization environment shall be created for employees.
- 2.3 Direct support from the HRM unit shall be solicited for the achievement of this MANUAL.
- 2.4 Direct assistance from the line Manager or Supervisor shall be rendered for ensuring seamless integration and absorption of new employee into the ranks of staff.
- 2.5 Direct and positive co-operations shall be expected from the co-workers or colleagues of the employee.

3. STAFF ORIENTATION

- 3.1. The newly appointed employee will report for duty at the Human Resources Management (HRM) offices.
- 3.2. The new employee will be introduced to the Head of his/her Department and Departmental staff on the first day of work.

- 3.3. After this the new employee will be introduced to the Corporate Services Department and the rest including the office of the Mayor and Speaker.
- 3.4. After the introduction of the employee to all Departments including outlining work stations, the employee will be taken through his/her letter or contract of employment line by line.
- 3.5. The new employee will provide all required documents to the HR unit.
- 3.6. The new employee will complete and sign all forms required in terms of the applicable procedure.
- 3.7. The new employee will be free to ask any question for clarity.
- 3.8. The new employee will be given a copy of job description, conditions of service, grievance procedure, code of conduct and HR policies by HRM personnel.
- 3.9. After this exercise, the new employee will be handed over to the Head of Department for further orientation.
- 3.10. The Head of Department or Supervisor will take the employee through the Job description.
- 3.11. The employee will be given and shown all work resources and other facilities on office where applicable.
- 3.12. Supplies like stationery needed for execution of duties will be made available at all times to the employee at his/her own convenience.
- 3.13. The employee will be introduced to Health and Safety measures of the operational work environment.
- 3.14. The work expectations of the employee shall be discussed within five days of the employee having assumed duties.
- 3.15. The employee will formally be informed about his/her probation conditions.
- 3.16. The employee will be reasonably expected to comply with all work orders and safety requirements.

4. INDUCTION WORKSHOP

- 4.1 Induction workshops for all new employees will be held four times per year probably on a quarterly basis.
- 4.2 The workshop shall be organised according to this induction manual of the Municipality.
- 4.3 The workshops will be conducted strictly according to a predetermined programme.
- 4.4 Catering shall be provided for the induction workshop.
- 4.5 An annual budget for induction of employees on all strategic and crucial information pertaining to the Municipal affairs.
- 4.6 The induction shall amongst other things cover the following items:

- i. Spheres of government in South Africa and their interrelations
- ii. Council Structure, Committee Systems and Ward Committees
- iii. Municipal Organogram/Staff establishment
- iv. Municipal Integrated Development Plan
- v. Performance Management System
- vi. Budget
- vii. Policies
- viii. Applicable Collective Agreements and Circulars

4.7 More information will be accessible to all employees on the Municipal website at www.matatiele.gov.za

5. INTERPRETATION OF THIS MANUAL

5.1 All words contained in this MANUAL shall have a direct grammatical meaning unless the definition or context indicates otherwise.

5.2 The dispute on interpretation of this MANUAL shall be declared in writing by any party concerned.

5.3 The office of the Manager shall give a final interpretation of this MANUAL in case of written dispute.

5.4 The party concerned is not satisfied with the interpretation; a dispute may then be pursued with the South African Local Government Bargaining Council.

6. PERMANENT/TEMPORARY WAIVER OF THIS MANUAL

6.1 This MANUAL may be partly or wholly waived by the Municipal Council on temporary or permanent basis.

6.2 Notwithstanding clause No. 7.1 the Municipal Manager may under circumstances of emergency temporarily waive this MANUAL subject to reporting of such waiver to Local Labour Forum and Council.

7. AMENDMENT AND/OR ABOLITION OF THIS MANUAL

7.1 This may be partly amended or wholly amended by the Council

7.2 This MANUAL may be partly or wholly abolished by the Council

7.3 Violation of or non-compliance with this MANUAL will give a just cause for disciplinary steps to be taken.

7.4 It will be the responsibility of all Managers, Supervisors, Executive Committee and Council to enforce compliance with this MANUAL.

8. SUSPENSION OF THIS MANUAL

8.1 This MANUAL may only be repealed by Council

8.2 This MANUAL may only be suspended by Council

CPS/P278 CR 140/26/05/2022



MR. L. MATIWANE
MUNICIPAL
MANAGER



CLLR S. MNGENELA
HON. MAYOR



CLLR N NGWANYA
HON. SPEAKER

LABOUR RELATIONS POLICY

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PART ONE

1. DEFINITIONS

- 1.1 “Aggravating Circumstances” – means negative circumstances which may be cited by a prosecutor in the hearing in favour of a severe sanction.
- 1.2 "Balance of Probabilities" – means a highly probable situation whereby there is a likelihood that certain circumstances exist due to the nature of facts presented in comparison with the facts of the opposite case.
- 1.3 “Bargaining Council” – means the South African Local Government Bargaining Council and its divisions as established in terms of the Labour Relations Act, No 66 of 1985.
- 1.4 “Conditions of Employment” – means terms and conditions of service in respect of which an employee is required to observe and abide by.

- 1.5 “Ill Health” – means a negative condition of an employee’s health which adversely affects his/her work performance.
- 1.6 “Incapacity” – means inability to perform a job by an employee due to ill health or poor work performance.
- 1.7 “Injury” – means a condition of physical infirmity resulting from any form of danger.
- 1.8 “Mitigating Circumstances” – means positive circumstances of which an employee representative may present as evidence in favour of a lenient sanction.
- 1.9 “Municipal Manager” – means a person appointed in the position of a Municipal Manager in terms of the Municipal Systems Act, No 32 of 2000.
- 1.10 “Municipal Official” – means a person appointed as Municipal employee in terms of the Municipal Systems Act No. 32 of 2000 and other labour laws.
- 1.11 “Municipality” – means the Matatiele Local municipality as established in terms of the Municipal Structures Act No. 117 of 1998.
- 1.12 “Poor Work Performance” – means deteriorating and unsatisfactory standard of performance by an employee resulting from negligence or incompetence.
- 1.13 “Presiding Officer” – means a person appointed to preside over a grievance or a disciplinary hearing.
- 1.14 “Procedural Unfairness” – means unfairness arising out of failure to comply with the procedural requirements.
- 1.15 “Prosecutor” – means a person appointed by the employer to press charges in the disciplinary hearing.
- 1.16 “SALGA” – means South African Local Government Association as established in terms of Section 2(1)(a) of the Organised Local Government Act, No 52 of 1997
- 1.17 “Substantive Unfairness” – means unfairness arising out of failure to notice material aspects about the case.
- 1.18 “Superior” – means a senior Municipal official in relation to the employee concerned.

2. OBJECTIVES

- 2.1 The Matatiele Local Municipality’s (MLM) Labour Relations Policy is intended to form a basis for the consistent implementation of Labour Relations objectives throughout the Municipality.
- 2.2 The Labour Relations Policy is also an expression of the Municipality’s philosophy towards its Human Resources Management (HRM)
- 2.3 Labour Relations is a management function, which seeks to maximize the effectiveness of the relationships between Employer and Employees/Employees’ Representative Unions (employees).

In this regard, the Municipality promotes the following principles:

- 2.3.1. To ensure the existence of sound relationships between the Municipality, employees and employee representatives (Trade Unions).
 - 2.3.2. To contribute to the achievements of the Municipality's goals and long term stability.
 - 2.3.3. To facilitate effective and meaningful negotiations between the Municipality and employees.
 - 2.3.4. To enable management to manage in a way commensurate with their responsibility.
 - 2.3.5. To ensure that the Labour Relations Policy and practices are consistent with the requirements of all labour legislation and the rapidly changing Socio-Political environment.
- 2.4 To this end, both the MLM and the Employees/Employees' Representative Unions (employees), shall observe the following OBLIGATIONS; RIGHTS and; DUTIES:

3. RIGHTS, DUTIES AND OBLIGATIONS

- 3.1 The Municipality recognizes that the relationships between employer and employees contain elements of common interest and elements of conflicting interest, and by virtue of this, is dynamic in nature. The parties recognize that they have the following rights, duties and obligations:

3.1.1. Employer Rights

In order to meet its obligations in keeping with management responsibility, the employer has *inter alia*:

- 3.1.1.1 The right to manage.
- 3.1.1.2 The right to control employment.
- 3.1.1.3 The right to grant/refuse leave of absence.
- 3.1.1.4 The right to direct access/exit to employees.
- 3.1.1.5 The right to enter into employment contracts.
- 3.1.1.6 The right to maintain efficiency.
- 3.1.1.7 The right to further the Municipality's business/service delivery interests.
- 3.1.1.8 The right to expect employees to carry out legitimate and reasonable instructions.
- 3.1.1.9 The right to maintain discipline.
- 3.1.1.10 The right to lock-out where all prescribed procedures have been exhausted.

3.1.2. Employer Duties

- 3.1.2.1. To establish sound relationships with employees.
- 3.1.2.2. To facilitate contact with employees.
- 3.1.2.3. To discuss matters of mutual interest with all stakeholders.
- 3.1.2.4. To understand the real and legitimate needs of employees.
- 3.1.2.5. To assist, where required, employee representatives understand their own responsibilities.
- 3.1.2.6. To provide facilities for employer/employees meetings.

3.1.3. Employer Obligations

- 3.1.3.1. To pay employees for their services rendered and not deduct any unlawful amounts from their salaries/wages.
- 3.1.3.2. To abide by: all legislation; Bargaining Council's resolutions collective resolutions; Employer Organisations resolutions; internal agreements and Council resolutions.
- 3.1.3.3. Conform to the terms of contracts of employment.
- 3.1.3.4. Provide a safe working environment and conditions.
- 3.1.3.5. To deal with employees and their representatives in a fair manner and in good faith.

3.1.4. Employee Rights

- 3.1.4.1. The right to work and job security.
- 3.1.4.2. The right to fair remuneration and conditions of service.
- 3.1.4.3. The right to safe working environment.
- 3.1.4.4. The right of access to training and re-training.
- 3.1.4.5. The right to organize and belong to a trade union.
- 3.1.4.6. The right to association and disassociation.
- 3.1.4.7. The right to negotiate and bargain collectively.
- 3.1.4.8. The right to protection against unfair labour practices.
- 3.1.4.9. The right to withhold labour where all prescribed procedures have been exhausted.
- 3.1.4.10. The right to engage in discussions in relation to decisions which directly affect their lives.

3.1.5. Employee Duties

- 3.1.5.1. To communicate grievances to the next level of seniority if these cannot be immediately resolved.
- 3.1.5.2. To maintain regular communication with supervisors/ management.
- 3.1.5.3. To help others where possible, to understand the importance of economic considerations.
- 3.1.5.4. To ascertain the views and feelings of other employees towards the Municipality and to brief management of employees' customs and cultures, where and whenever possible.

3.1.6. Employee Obligations

- 3.1.6.1. To implement the Municipality's operational plans as directed by supervisor/management.
- 3.1.6.2. To comply with the terms of the employment contract.
- 3.1.6.3. To meet standards of work requirements.
- 3.1.6.4. To abide by the Municipality; SALGA and SALGBC's procedures, policies and resolutions.
- 3.1.6.5. To carry out legitimate and reasonable management's instructions.
- 3.1.6.6. To observe all legal requirements.

4. DISCIPLINARY PROCEDURE AND CODE

4.1. Purpose and Scope

The purpose of this procedure and code is:

- 4.1.1 To support constructive labour relations within the Municipality.

- 4.1.2 To promote mutual respect amongst employees and between employees and employer.
- 4.1.3 To ensure that managers and employees share common understanding of misconduct and discipline.
- 4.1.4 To promote acceptable conduct within the work place.
- 4.1.5 To provide employees and employer with a quick and easy reference for the application of discipline.
- 4.1.6 To avert and correct unacceptable conduct.
- 4.1.7 To prevent arbitrary or discriminatory actions by managers/supervisors towards employees.

4.2. Principles

The following principles inform the Procedures and Code and must inform any decision to both employer and employees.

- 4.2.1. Discipline is a corrective measure and not intended to be punitive.
- 4.2.2. Discipline must be applied in a prompt, fair, consistent and progressive manner.
- 4.2.3. Discipline is a management function.
- 4.2.4. A disciplinary procedure and code is necessary for the efficient delivery of service and the fair treatment of employees, and ensures that employees:
 - 4.2.4.4. Have a fair hearing in formal or informal setting.
 - 4.2.4.5. Are timeously informed of allegations of misconduct made against them.
 - 4.2.4.6. Receive written reasons for decisions taken.
 - 4.2.4.7. Are made aware of their right to appeal against any decisions.
- 4.2.5. As far as possible, disciplinary procedures shall take place in the place of work and be understandable to all employees.
- 4.2.6. If an employee commits an act of misconduct that is also a criminal offence, the criminal procedure and the disciplinary will continue as separate and different proceedings.

(i) SCOPE OF APPLICATION

This Procedure and Code shall apply to all employees of the Matatiele Local Municipality.

PART TWO

1. GRIEVANCE PROCEDURE

1.1 Definition

- 1.1.1 Grievance is any cause of dissatisfaction on the part of an employee or group of employees owing to the working situation or the application of Conditions of Employment other than that occasioned by a penalty confirmed in terms of the disciplinary procedure.

- 1.1.2 Grievance procedure is a set of measure through which a reported grievance of an employee or a group of employees is handled for the purpose of redress.

1.2. Objectives

- 1.2.1 To provide a procedural framework for redress of employees' grievances.
- 1.2.2 To give effect to ethos of mutual respect at the workplace.
- 1.2.3 To create a healthy atmosphere of interpersonal and human relations at work.
- 11.13.1 To facilitate and promote a culture of good practice and fellowship.

1.3. Procedure

The procedure of handling all grievances is provided for in the collective agreement concluded by the South African Local Government Bargaining Council (SALGBC).

12 DISCIPLINARY CODE AND PROCEDURE

2.1 Definition

Disciplinary procedure is a formal action plan through which employee's acts of misconduct and other deviant behaviour which constitute work offences, infringements and transgression of rules, regulations, standards of good practice violation of organizational order, discipline, interests, values and norms as enshrined and alluded to in the Disciplinary Code are redressed in a systematic and orderly manner.

2.2. Objectives

- 2.2.1. To make a provision for a reasonable and fair procedure for managing and effecting discipline in the workplace of the Municipality.
- 2.2.2. To exert efforts for correction of employee's deviant behaviour through a system of graduated disciplinary measures ranging from counselling, verbal warning, written warning, final written warning, fine and dismissal or demotion or suspension from duty without pay.
- 2.2.3. To provide a framework for listing of examples of possible work offences and/or act of breach of discipline of the Municipality.
- 2.2.4. To provide a framework for a reasonable and fair process of investigation and inquiry into the alleged acts of misconduct and breach of organizational discipline.
- 2.2.5. To give effect to the Labour Relations Act No. 66 of 1995 of the Republic of South Africa.
- 2.2.6. To regulate administration and institution of disciplinary measures and proceedings within the Municipality.
- 2.2.7. To provide a procedural framework for uniform and consistent treatment of employees in similar or same circumstances warranting disciplinary action.

3. BREACH OF DISCIPLINE, INFRINGEMENTS, OFFENCES AND PENALTIES

- 3.1. Disciplinary proceedings and action shall be instituted against any employee who contravenes the code of conduct or acts against the interests of the Municipality, or who commits a social, criminal and economic or other offences to the detriment of the Municipality and its image in terms of, but not limited to the list of possible offence contained in the Disciplinary Code.**
- 3.2. The Municipal Manager or his authorised representative shall appoint, in the first instance, a suitably qualified person employed by the Municipality, preferably one level of two above the employee's position, to serve as the Presiding Officer.**
- 3.3. The Disciplinary hearing shall commence as soon as reasonably possible, but not later than three (3) months from the date of Municipal Manager's or his authorised representative's decision to institute disciplinary proceedings.**
- 3.4. In the event of misconduct by an employee that appears less serious, warranting a sanction less than a final written warning, a formal Disciplinary Hearing will not be required. The Employee shall be given an opportunity to make either verbal or written presentation, either personally or through his representative, prior a determination being made. Proper records shall be kept of the afore-mentioned proceedings.**
- 3.5. The disciplinary measures shall include a verbal warning, a written warning, final written warning, fine, demotion, suspension from duty without pay and dismissal.**

4. AUTHORITY TO INITIATE AND INSTITUTE DISCIPLINARY ACTION/PROCEEDINGS

- 4.1. The authority to initiate and effect the disciplinary procedure shall be vested in the Municipality's Management and its designees or representatives in various workstations at both corporate and operational levels.**
- 4.2. Employees of the Municipality in the job categories of Supervisor, foreman, officer or superintendent and above will be referred to as authorized Municipal officials who constitute various management levels of the Municipality.**
- 4.3. The authorized Municipal officials shall in terms of disciplinary code and procedure have authority to take disciplinary action in all circumstances warranting such action.**
- 4.4. All employees of the Municipality irrespective of the ranks they hold, shall cautiously report suspected and possible infringements to the appropriate official in the Department concerned.**
- 4.5. Neither the Employer nor the Employee shall be entitled to be represented by a legal practitioner in disciplinary proceedings, 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 regards to the following factors:**
 - (i) The nature of questions of law raised by the Disciplinary Hearing.**
 - (ii) The complexity of the case.**
 - (iii) The public interest.**
 - (iv) The comparative ability of the opposing parties or their representatives to deal with the Disciplinary Hearing.**

- 4.6 Should it not be possible to appoint a suitably qualified person, employed by the Municipality, to serve as Employer Representative, due to lack of suitably qualified persons, or where Employer Representatives are threatened or intimidated, the Municipal Manager or his authorised representative may appoint a suitably qualified external person, from outside its employ, excluding a legal practitioner, to serve as employer representative.

5. CUMULATIVE NATURE AND GRADUATED SYSTEM OF DISCIPLINARY ACTION

- 5.1. Disciplinary action taken against any employee will be treated in a cumulative manner as provided for in the disciplinary code and procedure.

6. SCENARIO A

PROCEDURE FOR HANDLING ALLEGED WORK OFFENCE/S NOT WARRANTING A FULLY-FLEDGED DISCIPLINARY INQUIRY WHICH MAY LEAD TO VERBAL WARNING OR A FORMAL WRITTEN WARNING

- 6.1 If there are reasonable grounds arising from a report, formal or informal information, situation or circumstances to believe that a work offence has been allegedly committed by an employee of the Municipality, the person who is in the position of authority e.g. the foreman, supervisor, manager, or Head of the Department, unit or Directorate or any person designated to be in charge of a particular work domain/situation shall effect the following disciplinary procedure:

LEVEL 1

- (a) In cases where the alleged work offence is relatively less serious or a verbal warning or informal reprimand is the preferred penalty in terms of the disciplinary code, the person in position of authority shall call the employee concerned to a meeting.
- (b) The alleged act of deviation from the norms and standards of discipline shall be communicated to the employee in a friendly but serious manner by the respective Municipal official.
- (c) The employee shall be shown the implications and possible disastrous consequences of his/her behaviour should it be continued by him/her.
- (d) An employee shall be notified at least 5 working days before, about his/her invitation to attend the meeting.
- (e) The disciplinary hearing shall commence within a reasonable time from the date of service of the notice of Disciplinary Hearing but not earlier than seven (7) days and not later than fifteen (15) days from the date of service.
- (f) The time period mentioned 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 for the Disciplinary Hearing.
- (g) An employee shall be entitled to be represented by a fellow employee in the meeting.

- (h) A cordially verbal warning or informal reprimand must be issued by the official to the employee. A record of issuing of such warning must be produced and be forwarded to the Corporate Services Department for filing in the employee's personnel file.

LEVEL 2

- (a) When the alleged act of transgression is relatively of serious nature, the person in a position of authority shall write to the employee about the alleged work offence and require the employee to respond to the correspondence bearing alleged contravention/s within 5 working days. Upon receipt of such response, the Municipal official shall set a date and time for deliberating on the acts of transgression in a meeting with the employee and his/her representative.
- (b) Upon considering and evaluating merits and demerits of the case, an appropriate penalty shall be awarded to the employee by the Municipal official if circumstances warrant so. The issued formal written warning shall be acknowledged by the employee and his/her representative and signed by the Municipal official effecting disciplinary measures.
- (c) The copy of the written warning shall be transmitted to the Municipality's Corporate Services Department for filing in the employee's personnel file.
- (d) Cases of suspected or alleged drunkenness on duty shall in addition to this method be also dealt with in terms of application of alcohol tests in the presence of a shop steward or a witness.

7. SCENARIO B

PROCEDURE FOR HANDLING ALLEGED WORK OFFENCES WARRANTING A FULLY-FLEDGED DISCIPLINARY INQUIRY WHICH MAY LEAD TO THE IMPOSITION OF A FINAL WRITTEN WARNING, SUSPENSION FROM DUTY WITHOUT PAY, DEMOTION, FINE AND DISMISSAL AS ONE OR MORE OF THE PENALTIES TO A GUILTY EMPLOYEE

- 7.1 In cases where the alleged work offence is of a serious nature or one or more of the penalties listed above are likely to be imposed in the disciplinary inquiry, the person in position of authority or Municipal official shall conduct a comprehensive preliminary investigation in respect of the alleged work offences/s by doing the following:
 - 7.1.1 Gathering of as much information as practicable about the alleged incidence from the relevant parties including possible witnesses.
 - 7.1.2 Advising/informing the employee about the alleged breach of rules, regulations and disciplinary or a situation or circumstances relating to the breach of rules, regulations and discipline and concurrently instructing the employee to respond to the correspondence within a time-frame of 5 working days by portraying his/her side of the story with regard to the allegation/s or the extent to which she/he's concerned in respect to the breach of cited rules, regulations and standard of discipline and show cause why disciplinary charges cannot be laid against him or her in respect of the allegations.
 - 7.1.3 Information gathered from other parties including possible witnesses shall not be given to the employee prior to making his/her written response to the correspondence implicating her/him in the scene of

transgression of rules, regulations and standards of discipline written by his/her superior and prior to a disciplinary hearing.

- 7.1.4 The person in position of authority or Municipal official shall consult the Municipality's Corporate Services Department about the alleged violation of work standards by the employee concerned for the purpose of analysing the information gathered with regard to the possible charges against the employee.
- 7.1.5 The Municipality's Corporate Services Department together with the person in the position of authority or Municipal official/prosecutor shall phrase technically correct charges which will be laid by the prosecutor on behalf of the Municipality against the employee, in terms of, but not limited to the Disciplinary code and the procedure.
- 7.1.6 The charges shall be communicated to the employee concurrently with the date, time and venue of the disciplinary inquiry in a notice to appear before a disciplinary inquiry, at least 5 working days before the date of inquiry.
- 7.1.7 The Municipality's Corporate Services Department shall where necessary in consultation with the Municipal Manager appoint a suitable person to preside over the disciplinary inquiry as presiding officer in writing.

8. SUSPENSION PRIOR TO DISCIPLINARY INQUIRY

- 8.1 Any time after the preliminary investigation which will have involved hearing of the employee's side of the story on contemplated allegations, the Municipality may suspend the employee from duty in writing, pending outcome of the disciplinary inquiry only if, in the objective opinion of the Municipality, continued presence of the employee at the workplace poses a serious threat to the interests of the Municipality in so far as employee's work and inherent standards of discipline are concerned.
- 8.2 An employee suspended in terms of Clause 8.1 shall be entitled to his/her full salary during the period of his/her suspension, unless the Municipality is of the objective opinion that it is practically unreasonable for the Municipality to be expected to continue remunerating the employee at his/her full or partial salary in the light of the nature of allegations and the need for the protection of interests of the Municipality.
- 8.3 An employee who is suspended from duty without pay, may undertake other work for remuneration only if such action will not inhibit the employee's free and easy accessibility for appearing before the pending disciplinary inquiry.
- 8.4 A suspended employee must be charged within seven working days and a disciplinary inquiry must be held within twenty-one (21) working days after the lapse of seven (7) working days reckoned from the date of suspension.
- 8.5 If a disciplinary inquiry cannot be held within a period specified in clause 8.4 owing to reasons arising from the employee's inability to attend an inquiry on grounds of sickness, injury or any other factor, such days of the employee's unavailability won't be counted as part of the 21 day-period cited in clause 8.4.

8.6 A suspended employee may seek a written permission from the Municipality to enter the workplace premises only for making preparations for the pending disciplinary inquiry.

8.7 Authority to suspend any employee of the Municipality shall be vested in the Municipal Manager or assignee.

9. STANDARD PROCEDURE AND REQUIREMENTS

9.1 Under all circumstances and in all cases where prima facie, it seems as if the appropriate penalty or penalties to be awarded to the employee concerned will be possible penalties or penalty mentioned in Scenario B of the disciplinary code and procedure, a fully-fledged disciplinary inquiry with the involvement of the Municipality's Corporate Services Department must be convened.

9.2 The Municipal official concerned shall have the indispensable responsibility and burden to prove unequivocally that an offence has been committed before initiating appropriate disciplinary proceedings and action in terms of disciplinary code and procedure.

9.3 The regional or provincial office of the respective Trade Union should be informed and consulted when disciplinary proceedings against a trade union representative or office bearer or official are instituted.

9.4 No decision regarding the form of disciplinary proceedings/action will be instituted without first providing the employee with the opportunity of stating his/her side of the story in respect of the alleged contravention/s unless the Municipality cannot be reasonably be expected to provide this opportunity.

9.5 No decision regarding the award of penalty to the employee shall be made without affording the employee an opportunity of hearing his/her response to the allegation/s leading evidence and cross-examination of witness in a hearing session.

10. DISCIPLINARY INQUIRY PROCEDURE

Stage 1 – Preliminary Questions

Questions in regard to the following but not limited to, must be asked by the presiding officer from the employee: -

10.1.1 Timeous receipt of written advice to appear before a disciplinary inquiry.

10.1.2 Simultaneous advice about the charge or charges when advised to appear before a disciplinary inquiry.

10.1.3 Information about the right to representation by a fellow employee, shop steward, trade union representative, or any other suitable person to lead evidence in defence and to call witnesses.

10.1.4 whether the employee together with his/her representative had reasonable time to prepare for the case as opposed not to whether the employee and his/her representative have actually prepared for the case

Stage 2 – Putting of charge or charges

- 10.2.1 Charge or charges must be put to the employee one – by – one by the presiding officer.**
- 10.2.2 The presiding officer must check for the employee’s understanding of the charges.**
- 10.2.3 Opportunity for pleading must be afforded to the employee by the presiding officer.**
- 10.2.4 If the employee pleads guilty, the presiding officer must check the employee’s understanding of his/her plea of guilt, and no further evidence must be heard.**
- 10.2.5 If the employee pleads not guilty, the evidence must be led by both parties to the disciplinary inquiry, that is, the employee and employer or Municipality together with their witnesses in as comprehensive manner as provided for in the disciplinary enquiry format of proceedings.**

Stage 3 – Making of judgment

- 10.3.1 Judgment in respect of whether the employee is found guilty or not must be made.**
- 10.3.2 If the employee is not found guilty, the case is dismissed forthwith.**
- 10.3.3 If the employee is found guilty, stage 4 must apply.**

Stage 4 – Leading of evidence on mitigating and aggravating circumstances

- 10.4.1 Opportunity for leading evidence on mitigation and aggravating circumstances must be given by the presiding officer to both parties respectively.**
- 10.4.2 The decision regarding the appropriate sanction as per the disciplinary code must be made at this stage.**

Stage 5 – Awarding of penalty

- 10.5.1 The employee is given his/her penalty in writing by the presiding officer.**
- 10.5.2 The employee is advised about a recourse to appeal if he/she is in discontent with the process and/or outcome of the disciplinary enquiry.**

11 ROLE OF THE PRESIDING OFFICER

The presiding officer shall: -

- 11.1 Chair, open and co-ordinate the proceedings of the disciplinary inquiry by following and adhering to the disciplinary enquiry procedure.**
- 11.2 Will firstly give opportunity of leading evidence to the prosecutor and his/her witnesses.**
- 11.3 Give opportunity to the accused employee and his/her representative for cross-questioning the Municipal representatives and his/her witness’s one by one immediately after evidence presentation.**

- 11.4 Give opportunity to the accused employee to respond to the charges and evidence led by the prosecutor and his/her witnesses and to call witnesses.
- 11.5 Give the same opportunity to the prosecutor to cross-question both the accused employee, his/her representative and witnesses.
- 11.6 Be free to cross-examine all parties to the inquiry including the witnesses from both sides on any matter related to the charges under inquiry.
- 11.7 Have authority to direct and control the disciplinary inquiry proceedings to ensure that they do not go astray and are always on the right track for the purpose of achieving the ends and objectives of the disciplinary inquiry.
- 11.8 Give further opportunity to both parties that is, the Municipal representative/prosecutor on one hand and the accused employee and his/her representative on the other hand to make concluding arguments on each party's submission to the Presiding Officer.
- 11.9 Apply his/her mind to the complete submissions and representations made by the parties to the disciplinary inquiry, depending on the given circumstances in relation to the case, its complication and complexity and the extent to which the presiding officer would like to consult on it, an adjournment of the disciplinary inquiry until a specific time or date or further notice can be made at this juncture.
- 11.10 Deliver his/her judgment in respect of whether the employee is guilty or not on charge/s laid against him/her
- 11.11 Give both parties the last opportunity to make submissions in mitigation on the part of the accused employee and his/her representative and in respect of aggravating circumstances on the part of the prosecutor before or after delivery of judgment.
- 11.12 Allow the employee and his/her representative to consult each other outside the inquiry proceedings upon receipt of request to do so and the same right shall apply to the prosecutor to consult with his/her principals as he/she wishes.
- 11.13 After listening to the last arguments and applying his/her mind to evidence on both mitigation and aggravating circumstances, give consideration to the following factors:
 - 11.13.1 Factors warranting leniency
 - 11.13.1.1 Length of service
 - 11.13.1.2 Influenced by others
 - 11.13.1.3 Person's calibre
 - 11.13.1.4 Lack of seriousness Cultural orientation possible immaturity
 - 11.13.1.5 Lack of appropriate experience Poor training and/or orientation First offence
 - 11.13.2 Factors warranting heavier penalty
 - 11.13.2.1 Valid prior warning/s
 - 11.13.2.2 Seriousness of offence
 - 11.13.2.3 Damages/losses to the employer Consequences of the offence/s
 - 11.13.2.4 Breach of relations of mutual trust

11.13.2.5 Reparability of employer – employee relations

- 11.14** Hand down the penalty or penalties against the employee in the disciplinary inquiry or outside the enquiry through written judgement, and findings and penalty to both parties.

12 APPEAL

- 12.1** An employee who is in disagreement with the finding of a disciplinary inquiry or any penalty awarded may within three working days of the decision lodge with the office of the Municipal Manager an appeal against the finding or penalty or both.
- 12.2** The penalty awarded in the disciplinary inquiry shall remain intact and effective until reversed and changed by the outcome of the appeal if applicable.
- 12.3** All appeals shall be presided over by the Municipal Manager or a person acting as his/her nominee.
- 12.4** The appeal officer shall be furnished with the records of proceedings and other documentation at his/her disposal by the Corporate Services Department.
- 12.5** The appeal officer shall review the facts in relation to the findings of the disciplinary inquiry and penalty or penalties awarded to the employee.
- 12.6** The appeal officer shall interview the employee concerned and other witnesses when necessary as the case may be in order to establish whether there are any factors warranting leniency or amendment of judgment and/or change of penalty.
- 12.7** The appeal officer may set aside, confirm or reduce the penalty.
- 12.8** The decision of the appeal officer shall be final and bring the disciplinary proceedings in respect of the employee concerned to an end.

13 EXTERNAL REMEDIAL ACTION

- 13.1** If an employee is still in disagreement with the process and outcome of the disciplinary inquiry and its appeal he/she will be free to pursue the matter with the Eastern Cape division of the Bargaining Council.
- 13.2** If the employee is not satisfied with the outcome of the Bargaining Council, the dispute may be pursued in terms of the provisions of the Labour Relations Act, No 66

14. RETRENCHMENT PROCEDURE OR PROCEDURE FOR OPERATIONAL REQUIREMENTS – BASED DISMISSAL

14.1 Definition

- 14.1.1** Retrenchment procedure is a mechanism through which steps and measures to be followed and effected respectively when retrenching or dismissing one or more employees on grounds of operational requirements are set.
- 14.1.2** For the purpose of the Municipality and other parties to this procedure, this procedure shall be followed by the Municipality as an employer when there is a contemplation of dismissing one or more employees on grounds of operational requirements.

14.2. Objectives

- 14.2.1. To usher in a retrenchment procedure compliant with the Labour Relations Act, No 66 of 1995.**
- 14.2.2. To give effect to the provisions of Section 189 of the Labour Relations Act, No 66 of 1995.**
- 14.2.3. To provide a framework for the management of retrenchment or dismissal on grounds of operational requirements of the Municipality.**
- 14.2.4. To create a stable and healthy atmosphere of labour relations with regard to retrenchment or dismissals on grounds of operational requirements within the Municipality.**

14.3 Procedure

- 14.3.4. The Municipality shall make an endeavour to avoid retrenchment by inter-alia considering with the Union... the transfer, retention of workers, working short time, elimination of overtime and offering of early retirement.**
- 14.3.5. In the event of the Municipality contemplating to retrench any employee, the Trade Union, Local Labour Forum and the affected employees shall be consulted.**
- 14.3.6. The Municipality and consulting parties shall attempt to reach consensus on appropriate measures to avoid the dismissal, to minimize a number of dismissals, to change the timing of the dismissal and to mitigate the adverse effects of the dismissals**
- 14.3.7. The Municipality and other consulting parties shall agree on the method for selecting employees to be retrenched and on the severance pay for the employees concerned.**
- 14.3.8. The Municipality shall disclose in writing to the other consulting parties the following relevant information.**
 - (i) reasons for the contemplated or proposed retrenchments**
 - (ii) alternatives before resorting to retrenchment**
 - (iii) number and job categories of employees**
 - (iv) proposed method of selection for retrenchment**
 - (v) timing of execution of retrenchments**
 - (vi) proposed severance package**
 - (vii) Possible assistance from the employer to the employees to be retrenched.**
 - (viii) Measures of re-employability of workers when suitable vacancies arise in the Municipality.**
- 14.3.9. The Municipality may disclose any other information to other consulting parties in so far as it is legally tenable.**
- 14.3.10. The Municipality shall allow the other consulting parties to make representations about the matter of contemplated or proposed retrenchments.**
- 14.3.11. The Municipality shall consider and respond to the representations of the other consulting parties, if the Municipality disagrees with the other parties, reasons for such disagreement shall be stated by the Municipality.**

14.3.12. The Municipality shall select the employees to be retrenched according to the criteria agreed – upon between the Municipality and the other consulting parties.

14.3.13 If there is no agreed – upon criteria, the selection criteria to be followed must nevertheless be fair and objective.

14.3.11 Facilitator for facilitating the consultation process will be appointed if number of affected employees is 50 or above.

15. INCAPACITY DETERMINATION PROCEDURE

15.1. Definition

15.1.1 This is a procedure in which measures and guidelines for determining an employee's incapacity on grounds of poor work performance and ill health or injury are established.

15.1.2 This is a procedure that shall be followed when the Municipality monitors the performance of employees placed on a probationary period, any other regularly or permanently hired employee and any other employee who's standard of performance shows signs of deterioration as a result of ill health or injury or poor work performance.

15.2. Objectives

15.2.1 To give effect to Schedule 8 of the Labour Relations Act, No 66 of 1995.

15.2.2 To streamline Municipality's approach towards management of incidents of incapacity on the part of one or more employee as defined in 15.1.1 of incapacity determination procedure.

15.2.3 To provide a framework for uniform and consistent management of poor work performance of one or more employees arising from different reasons

15.2.4 To enforce an incapacity determination mechanism that is compliant with the reasonable and legally accepted standards.

15.3. Procedure

15.3.1 Incapacity on grounds of poor work performance

15.3.1.1 A newly hired employee shall be placed on probation by the Municipality for a period of not less than six months given the circumstances of the job.

15.3.1.2 The Municipality shall conduct an induction on a newly hired employee in relation to his or her job description and other obligations in terms of his/her employment contract and the Municipality's conditions of service.

15.3.1.4 The Municipality's organizational unit concerned shall immediately set performance standards for the new employee or any other employee in terms of the Municipality's performance management system.

15.3.1.5 The Municipality's organizational unit concerned shall provide necessary coaching, guidance, instruction, counselling including training if applicable to the employee and orientation in respect of a newly hired employee which

will reinforce rendering of satisfactory service by the employee to the Municipality.

- 15.3.1.6 Bi-monthly employee's work performance evaluation in respect of an employee placed on probation and regular work performance reviews or appraisals in case of any other employee shall be conducted by the Municipality's organizational unit concerned.
- 15.3.1.7 The Municipality shall keep records of each instance of employee's work performance evaluation or appraisals including steps and pre-cautionary measures taken to alleviate and remedy negative situation identified.
- 15.3.1.8 An employee will be entitled to appropriate work performance evaluation which will be preceded by setting of performance standards like key performance/result areas, targets, objectives, and impact.
- 15.3.1.8 The Municipality will conduct an investigation into reasons for unsatisfactory performance and consider ways of dealing with the problem, short of dismissal.
- 15.3.1.9 In cases of poor work performance on grounds of ill health or injury the employee's physical, psychological and/or mental ability to meet required performance standards will be investigated and suitable alternative work shall be considered.
- 15.3.1.11 Proceedings towards establishing an employee's irreversible and hopeless situation of incapacity will be instituted by the Municipality in a form of a formal hearing.
- 15.3.1.12 The employee concerned will be given a right to be heard and to be assisted by a Trade Union representative or fellow employee or any suitably qualified person.
- 15.3.1.13 remedies to establish incapacity of an employee will include, but not limited to:
 - 15.3.1.13.1 Offer of disability retirement in case of an employee with ill health or injury.
 - 15.3.1.13.2 Demotion in case of any employee other than the one with ill health or injury or on probation.
 - 15.3.1.13.3 change of job in case of an employee with ill health or injury.
 - 15.3.1.13.4 dismissal from the employ of the Municipality as a last resort.
 - 15.3.1.13.5 In the event of a legally subtle, complicated and technical situations a severance package may be negotiated with the employee concerned in case of any employee other than an employee with ill health/injury or employee on probation.

16 ABSCONDMENT

16.1 Definition

- 16.1.1 The word "abscond" is defined in the Oxford dictionary as leaving hurriedly and secretly. It can therefore be said that absconding means one does not have the Intention to return to work. In circumstances where the employer does not know whether the employee will return to work or not, the employer will have to establish this before the employee can be dismissed. It is therefore a common

practice that Un-communicated absence for a period of ten days or more will be dealt with as Absconding in most disciplinary codes. Abscondment and desertion refer to cases where an employee stays away from work for a longer period, but with the clear intention not to continue with employment, this intention being evident

- 16.1.2 This means that it is very important for every employee to communicate his/her absence with the superior from the first day so that it cannot be assumed that the employee has absconded. The contact numbers of every employee and Next of kin has to be updated on the personnel files. This will assist the municipality when tracing the whereabouts of an employee in case of disappearance.
- 16.1.3 A written communication/ an authorised communication tool, shall be used by the employee to communicate his/ her absence with the superior from the first day, so that it cannot be assumed that the employee has absconded.
- 16.1.4 The contact numbers of every employee and next of kin have to be updated on the personnel files. This will assist the municipality when tracing the whereabouts of an employee in case of disappearance;
- 16.1.5 In circumstances where the employer does not know whether the employee will return to work or not, the employer will have to establish this before the employee can be dismissed. It is therefore a common practice that uncommunicated absence for a period of ten days or more will be dealt with as absconding in most disciplinary cases.
- 16.1.6 Notwithstanding 16.1.5 an employee who absents himself/ herself from his/ her official duties without permission of his/ her supervisor/ manager or any designated authorised person in the Municipality, for a period exceeding one calendar month (30 days) shall be deemed to have terminated himself/ herself because of misconduct.
- 16.1.7 An employee who is deemed to have terminated his/ her duties after the expiry of the period referred to in 16.1.6 above, the Municipality on a good cause shown not contrary to any law, may approve the reinstatement of the employee;
- 16.1.8 The employee(s) who have been deemed to be terminated, as referred to in 16.1.7 shall be reinstated subject to conditions provided they report for work and show good cause.

16.2 Objectives

- 16.2.1 This clause on abscondment is intended to provide measures for the municipality of abscondment and absenteeism.
- 16.2.2 All employees of the Matatiele Local Municipality have to know and understand this policy because committing this offence can result to dismissal
- 16.2.3 To create a stable and healthy atmosphere of labour relations with regards to dismissal because of absconding employees.

16.3 Procedure

- 16.3.1 The Matatiele Local Municipality shall deal with abscondment as per the provision of the applicable Disciplinary Procedure Collective Agreement.

PART THREE

DISCIPLINARY CODE

CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
1. Time keeping and work time use	1. Persistent late coming for work or leaving work early without permission.	Verbal warning	Written warning with loss of pro-rata income	Final written warning with loss of pro-rata income	
	2. Absence from work (without good/valid reason)	Written warning with loss of pro-rata income	Final written warning with loss of pro-rata income	Dismissal with loss of pro-rata income	
	3. Unwarranted and unauthorized absence from the workplace	Written warning with loss of pro-rata income	Final written warning with loss of pro-rata income	Dismissal with loss of pro-rata income	

CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
	4. Malingering, tardiness or loafing on the job.	Verbal warning	Written warning	Final written warning	Dismissal
	5. Sleeping on duty.	Written warning	Final written warning	Dismissal	
	6. Habitual and excessive absenteeism i.e. numerous occasions of absence from work place with or without permission.	Written warning	Final written warning	Dismissal	
	7. Failure to apply for sick leave within three working days of assumption of duties from a sick leave.	Written warning	Final written warning	Dismissal	
	8. Failure to report	Written warning	Final written	Dismissal	

	absence on account of alleged incapacity before 12h00 of the first day of incapacity given ability to do so		warning		
	9. Failure to apply for annual leave for at least 15 working days or a number of outstanding annual leave days due to an employee within six months following the lapse of an annual leave cycle.	Written warning	Final written warning	Dismissal	

CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
	10. Failure to produce a medical certificate after being absent for more than two days on grounds of sickness or when required to do so.	Written warning with loss of pro-rata income	Final written warning with loss of pro-rata income	Dismissal with loss of pro-rata income	
	11. Abuse of sick leave	Written warning	Final warning	Dismissal	
	12. Gross abuse of sick leave	Dismissal			
2. Quality and output of work	1. Poor quality of work or not working up to standard	Written warning	Final warning and/or demotion	Dismissal	
	2. Negligent use of Municipal work material, financial and other resources.	Written warning	Final warning	Dismissal	
	13 Neglect of duty or carelessness in execution of duties	Written warning	Final warning	Dismissal	

	14 Gross negligence by action, inaction and non-action	Final warning	Dismissal		
	15 Failure to do work with no valid and good excuse /reason.	Verbal warning	Written warning	Final warning	Dismissal
	16 Failure to do work with no valid and good excuse /reason	Written warning	Final warning	Dismissal	
	17 Refusal to perform work or a function in terms of job description or a reasonable instruction from your immediate supervisor or any other superior through your immediate superior.				
CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
3. Attitudinal & execution of duties & related offences	1. Failure to wear Municipal uniform	Verbal warning	Written warning	Final warning	Dismissal
	2. Wearing incorrect council uniform or protective clothing on duty.	Verbal warning	Written warning	Final warning	Dismissal
	3. Negligent or dangerous driving	Dismissal			
	4. Failure to carry out reasonable and lawful instruction.	Final warning	Dismissal		
	5. Not parking correctly on the Municipal premises.	Verbal warning	Written warning	Final written warning	
	6. Smoking in "no smoking" area.	Written warning	Final warning	Dismissal	Dismissal
	7. Failure to report an accident on the job including	Final warning	Dismissal		

	an accident of a vehicle which you were driving without good and valid reason.				
	8. Unreasonable refusal to become a witness in a disciplinary hearing after having been approached to do so by the employer in a case whereby you are an eye – witness.	Final warning	Dismissal		
	18 Misuse or abuse of position of authority, power and trust	Final warning	Dismissal		

CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
	10.Deliberately supplying incorrect information.	Final warning	Dismissal		
	10.Using inappropriate route at the Municipality's Expense without good and valid reason	Written warning with or without fine	Final warning with or without fine	Dismissal without fine	
	11.Insubordination – failure to carry out a reasonable and legitimate instruction by an authorized person or body	Written warning	Final warning	Dismissal	

	12.Failure to perform a legitimate function of the Municipality including non-institution of a disciplinary action in a given situation without a good/valid cause.	Written warning	Final warning	Dismissal	
	13.Gross insubordination	Final warning	Dismissal		
	14.Drunkenness on duty and / or refusal to submit alcohol test.	Dismissal			
	15.Drunken driving and / or driving Municipal vehicle whilst under the influence of alcohol.	Dismissal			
	16.Unauthorised possession and/or consumption of alcohol or illegal drugs on work premises during working time	Dismissal			
CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
	17.Illegal strike or influencing other/others to strike illegally.	Final Warning	Dismissal		
	18.Deliberately carrying out an illegal or Unauthorised action.	Final warning	Dismissal		
4. Risk measures & Safety-related Offences	1. Failure to wear protective clothing or use of equipment where supplied.	Verbal written warning with loss of pro-rata income when work has been affected.	Written warning with loss of pro-rata income when work has been affected.	Final written warning with loss of pro-rata income when work has been affected.	Dismissal

	2. Failure to comply with safety standards.	Written warning	Final warning	Dismissal	
	3. Causing malicious damage to Municipal property.	Warning	Dismissal		
	4. Lighting fires on Municipality's property without authority or causing damage to Municipal property.	Final warning	Dismissal		
	5. Damages resulting from undue interference with any supply of power fuel materials or services.	Final warning	Dismissal		
	6. Failure to observe or apply safety measures.	Final warning	Dismissal		
	7. Failure to report a spillage or contamination on Municipal property caused by you.	Final warning	Dismissal		
CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
	8. Burning of bitumen valves whilst discharging without first obtaining permission.	Final warning	Dismissal		
	9. Being in possession of a dangerous and offensive weapon without the Municipality's permission.	Final warning	Dismissal		
	10. Unauthorised carrying of passengers or family members	Final warning	Dismissal		

	in a Municipal vehicle or in contrast to the policy.				
	11. Behaviour endangering the safety of other persons	Final warning	Dismissal		
5. Criminal Offences	1. Wilful misuse of Municipal property for substantial personal gain.	Verbal warning	Written warning	Final warning	Dismissal
	2. Wilful damage of Municipal property materials or equipment.	Dismissal			
	3. Theft or unauthorized possession of Municipal, employee or customer property.	Dismissal			
	4. Driving a Municipal Vehicle without a valid driver's license and/or without permission or authorization.	Dismissal			

CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
	5. Falsification of Municipal records and/or giving of false information at work whether verbally or in writing.	Dismissal			
	6. Fraud and/or forgery or misrepresentation of Municipal records.	Dismissal			

	7. Being involved in an act of bribery or corruption.	Dismissal			
	8. Inciting employees to violence and/or rebellion or any form of action against the authority of the Municipality.	Dismissal			
	9. Being convicted by a court of law of a crime that does not carry an option of a fine.	Dismissal			
	10. Tempering with engine sentinels, vehicle tachographs And/or speedometer.	Final warning	Dismissal		
	11. Assault of Employer or Municipal employee and/or customer.	Dismissal			
	12. Attempted assault of Employer or Municipal employee and/or customer.	Final warning	Dismissal		

CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
6. Social offences	1. Creating disturbance or chaos at work e.g. horse play.	Final warning	Dismissal		
	2. Use of insulting or abusive language when addressing a colleague,	Final warning	Dismissal		

	subordinate, superior or customer.				
	3. Threatening assault or injury.	Final warning	Dismissal		
	4. Racial or verbal abuse and/or swearing and/or shouting at a colleague, subordinate, Councillor, superior or customer.	Final warning	Dismissal		
	5. Making disparaging and derogatory remarks against an employee, colleague or superior.	Final warning	Dismissal		
	6. Breach of confidentiality in respect of confidential Municipal information.	Final warning	Dismissal		

CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
	7. Attempting to attack or attacking a personal integrity of a superior, colleague,	Final warning	Dismissal		

	Councillor or customer including a member of the public through slander or character assassination.				
	8. Making senseless or baseless accusations or allegations against a superior, fellow employee, Councillor or customer including a member of the public.	Final warning	Dismissal		
	9. Display of contempt /disrespect of management authority through any form of behavioural conduct.	Final warning	Dismissal		
	10. Taking instructions from a Councillor without authority.	Written warning	Final warning	written	Dismissal
	11. Communication of affairs of the Municipality to a Councillor without authority.	Written warning	Final warning	written	Dismissal

CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
	12. Communicating an alleged irregularity	Written warning	Final warning	written	Dismissal

	or infringement or any classified or confidential Municipal information to any other person or Councillor other than a superior officer or the Speaker of the Council.				
	13. Communication with the media on any unicipal matter without authority or permission.	Final written warning	Dismissal		
	13. Any act of unprofessional conduct which puts the Municipality into disrepute or tarnish the good name and image of the Municipality.	Final written warning	Dismissal		
	15. Gross act of unprofessional conduct which puts the Municipality into disrepute or tarnish the good name and image of the Municipality.	Dismissal			

CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
	16. Any act /conduct of a	Final warning	Dismissal		

	discriminatory nature against any person at the workplace as defined in the Employment Equity Act, Act No 55 of 1998.				
	17. Failure to report an act of irregularity to the immediate superior or the next superior or Municipal Manager in the absence of an immediate superior.	Final warning	Dismissal		
	18. Failure to take corrective action upon receipt of a report of alleged transgression or incident warranting a corrective action.	Final warning	Dismissal		
7. Sexual harassment	1. Asking for sexual favours or making consent to sexual interaction as a condition for employment, promotion or a decision related to an employment condition or any work-related matter.	Final warning	Dismissal		
	2. Sexual abuse and/or discrimination on the basis of sex.	Final warning	Dismissal		

CATEGORY	NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
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	3. Persistent untoward sexual conduct, persistent unbecoming sexual advance and persistent irritative sexual conduct e.g. use of sexual slurs, or innuendos, sexually irritative words and pictures.	Final warning	Dismissal		
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PART FOUR

MATATIELE LOCALMUNICIPALITY FORMAL DISCIPLINARY ENQUIRY PROCEDURE

PRESENT

Chairperson/Presiding Officer: _____

Initiator/Employer Representative: _____

Management Representative: _____

Accused: _____

Interpreter: _____

Shop Steward: _____

DATE OF ENQUIRY _____

PLACE OF ENQUIRY _____

PROCEDURE

1. The Presiding Officer should at the start of the hearing ask the employee the following questions:

- (a) Were you given adequate notice of the hearing (5 days or more)?
YES/NO
- (b) Were you informed that you may be represented by a representative of your choice?
YES/NO
- (c) Were you informed that you may have an interpreter?
YES/NO
- (d) Were you informed that you may call witnesses?
YES/NO
- (e) Were you told prior to the hearing the nature of the offence with relevant particulars of the charge/s?
YES/NO

If the answer to one of the above questions is in the negative and the employee can substantiate the claim then the hearing should be referred to a later date.

2. The prosecutor then reads out the charge sheet and asks the following questions:

- (a) Have you heard the charge/s? YES/NO
- (b) Do you understand the charge/s? YES/NO

CHARGE:

3. Before pleading the accused is informed that he/she may lodge an objection to the Presiding Officer if he/she believes that the Presiding Officer would not be impartial.

Do you have an objection to me as Presiding Officer?

YES/NO

4. If the answer to the above is yes, then the Presiding Officer should listen to evidence supporting the objection and decide if he/she should excuse himself/herself. If the Presiding Officer believes he/she should excuse himself/herself then he/she should postpone the enquiry to a later date and the Municipality must appoint somebody else to chair the hearing.

5. Before proceeding the accused should be informed about the different pleadings.

5.1 Guilty

5.2 Not guilty

5.3 Have already been charged and found guilty on this charge by a disciplinary enquiry.

5.4 Have already received a warning on this charge.

5.5 Have already been found not guilty of this charge by a disciplinary enquiry.

6. Do you understand the different pleadings?

YES/NO

7. The Presiding Officer should then request the accused or his/her representative to plead to each charge.

(a) First charge _____

(b) Second charge _____

(c) Third charge _____

(d) Fourth charge _____

8 If the accused pleaded “guilty” to all charges proceed to No. 18 of the procedure.

8. If the accused pleaded “guilty” to some of and “not guilty” in regard to others proceed in regard to all charges pleaded “not guilty”

10. The Prosecutor is then requested to lead evidence in regard to his witnesses and the accused or his representative is informed that they may cross-examine the witness after the prosecution has first lead evidence.

11. Does the accused/representative understand his/her rights?

YES/NO

12. The Initiator/Employer Representative calls:

a. First Witness

Full Name: _____

Designation: _____

whose evidence is noted and attached as Annexure _____ where necessary

b. Second Witness

Full Name: _____

Designation: _____

whose evidence is noted and attached as Annexure _____ where necessary

(c) Third Witness

Full Name: _____

Designation: _____

whose evidence is noted and attached as Annexure _____ where necessary

(d) Fourth Witness

Full Name: _____

Designation: _____

whose evidence is noted and attached as Annexure _____ where necessary

13. After cross-examination by the accused/representative the prosecution should have the right to cross-examine the witness.

14. The prosecution than closes its case.

15. The accused or his/her representative are then requested if they wish to tender evidence in defence of their case.

16. Do you wish to tender evidence?

YES/NO

17. The accused or his/her representative calls:

a. First Witness

Full Name: _____

Designation: _____

whose evidence is noted and attached as Annexure _____ where necessary

b. Second Witness

Full Name: _____

Designation: _____

whose evidence is noted and attached as Annexure _____ where necessary

c. Third Witness

Full Name: _____

Designation: _____

whose evidence is noted and attached as Annexure _____ where necessary

d. Fourth Witness

Full Name: _____

Designation: _____

whose evidence is noted and attached as Annexure _____ where necessary

18. After cross-examination by the prosecution the accused or his/her representative should have the right to cross-examine the witness.
19. The accused then closes its case.
20. After listening to both cases presented to him/her the Presiding Officer should weigh up the cases presented to him and decide which one is the more probable and that party should be successful (balance of probabilities).
21. The following finding is made by the Presiding Officer in regard to:
 - (a) First charge _____
 - (b) Second charge _____
 - (c) Third charge _____
 - (d) Fourth charge _____

22. If found "not guilty" the employee should be discharged.
23. If found "guilty" proceed with the procedure.
24. The Prosecutor after the finding of the disciplinary enquiry reads out any previous convictions of the accused (Previous warnings etc.)
25. The accused acknowledges the correctness of the previous convictions.

YES/NO

26. The Presiding Officer reads out the valid previous convictions and attached as Annexure _____ where necessary.
27. The accused or his/her representative are then requested if they wish to tender evidence in mitigation.
28. Do you wish to tender evidence in mitigation?

YES/NO

28.1 The evidence is attached as Annexure _____.

29. The Presiding Officer then decides on the sentence: The sentence is the following:

30. The reasons for the sentence are as follows:

30.1 Would you need a copy of the reasons?

YES/NO

31. The accused is then informed of his/her right to appeal against the finding and sentence
With in _____ days of sentence.

31.1 Would you like to appeal?

YES/NO.

SIGNED:

CHAIRPERSON/PRESIDING OFFICER

REPRESENTATIVE

ACCUSED

PROSECUTOR/EMPLOYER

REPRESENTATIVE

DATE:

GUIDELINES TO THE PRESIDING OFFICER OF A DISCIPLINARY ENQUIRY OR APPEAL

The purpose of these guidelines is to provide you as Presiding Officer of a disciplinary inquiry with a checklist prior to taking a decision in regard to the findings and sentence.

In practice it has happened on many occasions that after a decision to dismiss an employee, you are compelled to reinstate the employee because of some substantive or procedural defect.

We hope that this checklist will help you to overcome the problem.

The document also contains the requirements to be taken into account prior to a finding of "guilty" or "not guilty"

We also provide in the last instance grounds that may be regarded as mitigating circumstances.

1. (A) Substantive Fairness

- (a) Was the employee aware of the rule broken? An employee cannot be expected to behave correctly if he/she is not informed of the requirements for correct behaviour.

YES/NO

- (b) Will the sanction to be imposed on the employee be consistent with treatment of other employees who committed the same or an equal offence? (Use the schedule of offences and possible penalties as a guideline).

YES/NO

- (c) Was the special circumstance/s of the case taken into account?

YES/NO

- (d) Was previous warning/s taken into account? (Not those that have already lapsed because of the time constraint).

YES/NO

- (e) Was the employee's years of service taken into account?

YES/NO

- (f) Was there sufficient proof of the offence committed?

YES/NO

- (g) Was evidence rendered in mitigation taken into account?

YES/NO

(B) Procedural Fairness

- (a) Was the employee aware of the nature of his/her offence?

YES/NO

- (b) Was the employee given sufficient warning prior to the hearing?

YES/NO

- (c) Was the employee given an opportunity to state his/her case?

YES/NO

- (d) Was the employee allowed representation?

YES/NO

- (e) Was the employee allowed an interpreter?

YES/NO

- (f) Was the employee's case prejudged or did the Presiding Officer show impartiality?

YES/NO

- (h) Was the employee fully informed of the reason for the decision given?

YES/NO

- (i) Was the employee informed of his/her right to appeal?

YES/NO

If the answer to all your questions is positive your actions will in all likelihood be regarded as fair.

2. Finding

Before arriving at a finding of "guilty" or "not guilty" the prosecution should prove their case as required in disciplinary hearings on a balance of probabilities which is a much lighter burden than in a criminal court where the burden of proof is beyond reasonable doubt.

What is meant by balance of probabilities is that you as Presiding Officer should take the two cases presented to you and decide which case is the more probable and that party should then be successful.

3. Mitigating Circumstances

It is also required from you as Presiding Officer to take mitigating circumstances into account and therefore we decided to give you an indication of what can be regarded as mitigating circumstances in a court of law.

(i) First Offender

The fact that the accused has a clear service record is the most important mitigating circumstance which should be taken into account when deciding on the sentence.

(ii) Personal Circumstances

The personal circumstance of the accused should also be taken into account, for example he/she might be drinking because his/her spouse just passed away, or because of financial problems.

(iii) Pleaded Guilty

The fact that the accused pleaded guilty can also be regarded as mitigating circumstances because of the indication that the accused is feeling remorse.

(iv) Youth

Can also be taken into account as a mitigating circumstance if the accused is under the age of 18 years.

A Presiding Officer is urged to always keep his/her guidelines at hand at disciplinary hearings so that you can always check your actions.

PART FIVE

17. COMMENCEMENT OF THIS POLICY

17.1 This policy will come into effect on the date of adoption by the Council.

18. INTERPRETATION OF THIS POLICY

18.1 All words contained in this policy shall have an ordinary meaning attached thereto, unless the definition or context indicates otherwise.

18.2 Any dispute on interpretation of this policy shall be declared in writing by any party concerned.

- 18.3 The Office of the Municipal Manager shall give a final interpretation of this policy in case of a written dispute.
- 18.4 If the party concerned is not satisfied with the interpretation, a dispute may then be pursued with the South African Local Government Bargaining Council or Arbitration

19. PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY

- 19.1 This policy may be partly or wholly waived or suspended by the Municipal Council on a temporary or permanent basis after consultation with Management and Trade Unions.
- 19.2 Notwithstanding clause No. 19.1 the Municipal Manager may under circumstances of emergency temporarily waive or suspend this policy subject to reporting of such waiver or suspension to Council and Trade Unions.

20. AMENDMENT AND/OR ABOLITION OF THIS POLICY

- 20.1 This policy may be amended or repealed by the Council after consultation with Management and Local Labour Forum.

21. COMPLIANCE AND ENFORCEMENT

- 21.1 Violation of or non-compliance with this policy will give a just cause for disciplinary steps to be taken.
- 21.2 It will be the responsibility of all Managers, Supervisors, Executive Committee and Council to enforce compliance with this policy,

CPS/P279
CR 140/26/05/2022

MR. L. MATIWANE
MUNICIPAL
MANAGER

CLLR S. MNGENELA
HON. MAYOR

CLLR N. NGWANYA
HON. SPEAKER

**LEAVE MANAGEMENT POLICY
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1 BACKGROUND

The Municipality recognizes a need to have its own Leave Policy which directs the employees as to how should they apply for leave and when can it be granted or declined. This policy has to be in line with the Conditions of Services and also the Basic Conditions of Employment Act 75 of 1997. Employees need to have a rest from their daily tasks or when they are not feeling well or when they have to do their own personal things outside work.

2 PURPOSE OF THIS POLICY

- 2.1** To ensure that leave is taken by all the employees accordingly.
- 2.2** To eliminate potential or suspected abuse of leave by ensuring that before leave is taken proper procedures have been followed.
- 2.3** To ensure that employees apply for leave on the prescribed form.
- 2.4** The Head of Department or designated person must approve the leave application.
- 2.5.** The onus is on the employee to ensure that he/ she has sufficient leave available.

3 LEGAL FRAMEWORK AND REQUIREMENTS

- 3.1** This policy is premised from the relevant provisions of the Basic Conditions of Employment Act (75 of 1997);
- 3.2** It also derives its legitimacy from the Municipal Structures Act (117 of 1998), the Municipal Systems Act (32 of 2000);
- 3.3** This policy will be implemented in terms of the objects of other relevant sister policies within the Municipality.
- 3.4** This policy is implemented in furtherance of the spirit of the Labour Relations Act (66 of 1995).
- 3.5** This policy shall comply with all provisions of the collective agreements.

4. APPLICATION OF THIS POLICY

- 4.1** This Policy shall apply to all Contract and Permanent Municipal employees.
- 4.2** This policy may be extended to the trainees/interns attached to the Municipality.
- 4.3** Notwithstanding the provisions of this section, application of this policy to contract employees as well as interns/trainees will be limited to the extent of the terms and conditions of employment/engagement contract subject to compliance of the provisions of that contract with the legal requirements.

5. CLASSIFICATION OF LEAVE

- 5.1** Leave of absence from duty on working days shall be classified as follows:

- (a) Annual Leave
- (b) Special Leave
- (c) Sick Leave
- (d) Maternity Leave
- (e) Family responsibility Leave
- (f) Study Leave
- (g) Injury on duty Leave

- (h) Time-off
- (g) Special leave
- (h) Leave without pay

6. APPLICATION AND APPROVAL OF LEAVE

- 6.1 All applications for leave shall be in writing on the forms supplied by the Municipality.
- 6.2 Annual leave application must be submitted to an immediate superior / designee at least 07 calendar days before commencement of leave, this rule may be waived in the case of annual leave of an occasional nature not exceeding 3 days, or in case of extreme emergency, a shorter notice will be acceptable.
- 6.3 Under normal circumstances no employee shall commence any leave other than IOD / sick leave and family responsibility leave prior to approval of leave request by the authorized person, however if extra ordinary circumstances occur, a leave applied for after coming back from that occasion of absence of leave shall not be unreasonably declined by the Municipality.
- 6.4 A medical certificate from a registered medical practitioner must be submitted together with the sick leave application as emphasised in the Main Collective Agreement.
- 6.5 Change of address shall be communicated in advance.
- 6.6 All applications shall be lodged with the immediate supervisor.
- 6.7 The Municipal Manager may approve an application for leave of absence by a person directly accountable to him / her.
- 6.8 Leave of absence for the Municipal Manager shall be granted by the Mayor or Acting Mayor.
- 6.9 The General Managers shall approve all types of leave with the exception of special leave for employees directly reporting to them.
- 6.10 The Managers shall approve of all types of leave with the exception of special leave of absence for employees falling within their respective Divisions.
- 6.11 The immediate supervisors of employees shall be required to recommend employees leave applications for approval.
- 6.12 Leave of absence, with the exception of sick leave, maternity leave or injury of duty (IOD) leave and family responsibility leave, is subject to the Municipality's operational requirements and is only valid after having been approved.
- 6.13 Operational requirements of the municipality shall not be used as a basis for unfairly denying leave to employees especially when there are predetermined arrangements.
- 6.14. In the event that the authorized manager is not available to approve a leave application any other manager or General Manager within the Department may approve leave application concerned, failing which manager or General Manager from other department may be approached for approval.

7. LEAVE RECORD AND CANCELLATION

7.1 Leave Records

7.1.1 Any leave of absence due, granted and taken shall be recorded in a leave register entrusted to the Human Resources Unit, and an employee shall have access to his / her leave record at all normal working hours.

7.1.2 The superiors of the employee shall have access to inspect the records of the employees under their control.

7.1.3 All leave days shall be reconciled on a monthly basis.

7.2 Cancellation of Leave

7.2.1 Leave of absence granted to an employee (annual leave, family responsibility and special leave) may be cancelled, postponed or interrupted at any time by the General Manager concerned, should this be deemed necessary in the interest of the Municipality, and as such an employee shall be compensated by the Municipality for irrecoverable expenses or obligations entered into by him / her before he / she was notified of the postponement, cancellation or interruption

7.2.2. Notwithstanding the requirements of clause no 7.2.1 above sick leave, maternity leave, IOD leave shall not be cancelled

7.2.3 Proof of any such irrecoverable expenses referred to in clause 7.2.1. shall be upon onus of the employee and should there be no proof of such expenses a negotiated settlement of expenses shall be made by the Municipality.

7.2.4 An employee who is recalled while on leave, shall be entitled to take the non-expired portion of his leave at a later date, as may be arranged.

7.2.5 If an employee, whose leave of absence is interrupted has to travel in order to resume his/her duties, any reasonable expenses, with due consideration of the circumstances for the journey back to work shall be paid for and he / she shall be deemed to be on duty during any time spent travelling with effect from the time he/she was recalled from leave.

7.2.6 Any cancellation or postponement of leave shall be notified to the employee in writing.

7.2.7 Notwithstanding any compelling circumstances, the municipality may not postpone any leave due to any employee for an indefinite period.

7.2.8 Any leave or portion of leave granted to an employee may be cancelled at his/her request at any time before he proceeds on leave, or the period for such leave as if it was not taken and he / she shall be credited in the leave register with any leave not taken.

8. LEAVE CREDIT IN THE EVENT OF AN EMPLOYEE'S TERMINATION OF SERVICE

8.1 Should services of the employee be terminated after leave has been granted to him/ her, any unused leave shall be placed to his / her credit.

8.2 Approved annual leave falling within the period of serving a notice of termination shall become null and void with immediate effect.

8.3 Annual Leave other than sick leave cannot be taken during the notice period for termination of service

9. **RESUMPTION OF SERVICE FROM ANNUAL LEAVE**

9.1 After resumption of service, an employee will be expected to work for the duration of the annual leave cycle however annual leave of occasional nature may be taken from time to time as and when necessary.

10. **LEAVE GRANTED IN ERROR**

10.1 If more leave than that which is due to the employee has been granted to him/her in error, but in good faith, and taken by him/her, such leave granted in excess shall be deducted from any leave due to him/her at a later date.

10.2 Should the employee mentioned in clause No10.1 leaves the service of the Municipality before having the necessary leave to his/her credit to make such deduction possible, the value of such leave taken in excess shall be deducted from any salary or moneys due to him / her.

11. **TERMINATION OF SERVICES**

When the services of an employee have been terminated for whatever reason, an audit transaction of the annual leave shall be performed for the purpose of verifying the accuracy and correctness of the balance of annual leave.

12. **PERIODICAL LEAVE AUDIT**

12.1 Leave shall be audited by the municipality on a periodical basis in order to verify accuracy and correctness of leave records.

12.2 Should errors be found they will be rectified and affected employees will be informed accordingly.

13. **LEAVE ENTITLEMENTS**

13.1 Leave entitlements shall be governed by the Conditions of Service and in case where a particular type of leave is not covered by the Conditions of Service, this policy will be of effect.

13.2 Anything mentioned in this policy is auxiliary to the Conditions of Service and where there is contradiction, the Conditions of Service shall prevail over this policy.

14. **TAKING OF ANNUAL LEAVE**

14.1 Annual Leave

- 14.1.1** An employee is by law entitled to 24 working days leave after every annual leave cycle or to the number of annual leave days stipulated in his /her contract of employment.
- 14.1.2** The Municipality must grant to an employee at least 16 consecutive working days annual leave within 6 months after the lapse of the annual leave cycle, during non-demanding periods of work activity execution.
- 14.1.3** Employees shall refrain from applying as well as taking leave during the demanding periods of work activity execution unless an employee can prove that the reasons for taking leave are beyond his/her control.
- 14.1.4.** Annual leave accumulated by each employee should not exceed 48 days as per the SALGBC Conditions of Service, Human Resources unit will issue a notification to an employee whose leave balance is in excess of 40 annual leave days.
- 14.1.5** The Municipality may not permit or require an employee to take annual leave during:
 - (a) Any other period of leave to which the employee is entitled; or
 - (b) Any period of notice of termination of employment
- 14.1.6** Application for annual leave must be submitted in line with the provisions of this policy.
- 14.1.7** Conversion of annual leave into sick leave shall be permitted in the event that the employee fell sick during the course of the annual leave subject to production of a medical certificate covering all claimed sick leave days.
- 14.1.8** The Human Resources Division shall issue reminders to employees about taking of annual leave immediately after the end of the leave cycle.

14.2 Compulsory Taking of Annual Leave

- 14.2.1** An employee is obliged to take his/ her annual leave and this is designed to ensure that employees do receive a rest period away from their daily tasks.
- 14.2.2** Should an employee be unable to take his/her compulsory annual leave within the window period of the first 6 months immediately following the lapse of the annual leave cycle as a result of sickness or injury, he/she may apply for the window period to be extended by not more than 6 months, subject to the approval by the Municipal Manager.
- 14.2.3** Annual leave declined due to operational requirements and not encashed in terms of the leave encashment policy will be captured separately and taken within a period of three months.

15. ABSENCE AS A RESULT OF SICKNESS OR INJURY WHILE ON DUTY

- 15.1** All employees shall be entitled to sick leave of not more than 80 working days in a 3-year cycle as per the Collective Agreement on Conditions of Service.

- 15.2 Should the employee's health condition fail to improve after absenting himself / herself for a period of two consecutive days on grounds of illness without medical certificate, such employee will be required to produce a medical certificate as from the first day immediately following the two consecutive days of the medical certificate -free period.
- 15.3 An employee who has been granted a maximum available period of sick leave and who when this has expired, is still not fit to perform his duties properly by reason of poor health, may be granted a further period of sick leave with or without pay or half pay at the discretion of the municipality and on the production of satisfactory medical evidence that further leave is required, provided that whatever vacation leave due has been used up.
- 15.4 An employee granted sick leave on half pay or without pay in terms of this policy may elect to apply for medical boarding.
- 15.5 If, during his annual leave, an employee develops indisposition or contracts a disease not due to his wilfulness or negligence, and produces a certificate from a registered medical practitioner stating that the nature of the disease or complaint was such as to make it essential for the employee not to attend work in order to recover, the number of working days of such period of the annual leave for which the employee was thus required to recover, shall be converted into sick leave, and his annual leave shall be credited with a number of days referred to.
- 15.6 An application for sick leave of more than two consecutive working days shall be supported by a medical certificate.
- 15.7 The municipality may at any time, cause an employee thus applying for sick leave to be examined by the Municipality Medical Officer or Health practitioner or a registered practitioner appointed by the municipality.
- 15.8 The Municipality shall not require a medical certificate to be produced in support of an application for sick leave for a period of two consecutive working days or less.
- 15.9 The Municipality is not required to pay an employee if the employee has been absent from work for more than two consecutive days or more than two occasions during an eight week- period and, on request by the Municipality does not produce a medical certificate stating that the employee was unable to work for the duration of the absence on account of sickness or injury. A corrective measure will be taken.
- 15.10 The sick leave policy provided for herein is intended to cover only the period during which an employee is prevented from performing his / her duties because he /she is confined to his / her residence, hospital, nursing institution, sanatorium or other similar place, by reason of a disease and in cases of serious complaints and for such reasonable period thereafter as his/ her medical advisors may deem necessary for him to recover in order to resume his duties.
- 15.11 Sick leave shall not be granted to employees who, in the opinion of the Council's Medical Officer of Health, or a registered medical practitioner suffer from any minor disease or complaint which should not in the ordinary course of events, prevent an employee from performing his/her duties.
- 15.12 Sick leave shall be granted only in respect of a complaint, disease or injury not caused by unhealthy or immoral ways of living, participation in sport for monetary

reward and for money prizes or resulting from the employee's own serious wilful misconduct.

- 15.13 Notwithstanding anything to the contrary herein, no sick leave amounting to more than half a day shall be granted to an employee and any absence of an employee for the duration of less than half a day shall not be recorded as sick leave.
- 15.14 Should an employee be found guilty of abuse of sick leave in a departmental or disciplinary enquiry, a penalty of unpaid sick leave for the period of absence concerned or any other sanction may be imposed on the employee in question.
- 15.15 If an employee is absent from duty as a result of illness for a continuous period of more than 6 months and the full recovery of the employee is questionable according to the medical reports, the Human Resources Management Unit may arrange either for the appointment of a Medical Council in accordance with the statute of the Pension Fund / Provident Fund with a view to consider retirement owing to lasting medical disability of the employee concerned, or that sick leave be granted for at most two further periods of not more than three months each, following which a Medical Council shall be appointed on condition that, if the physician is of the opinion at an early stage that the employee is going to remain medically unfit permanently, the matter shall be referred (without delay) to the relevant Pension / Provident Fund, subject to compliance with the requirements of the applicable collective agreement and should an employee be declared medically fit to resume employment after medical boarding or retirement on the grounds of sickness, the Municipality shall not be unreasonably deny the employee concerned the employment opportunity.
- 15.16 Taking of sick leave in lieu of unpaid maternity leave shall be permissible on condition that a medical certificate is issued by a registered medical practitioner for a specified number of days.
- 15.17 When an employee is treated via the EAP the first 14 (fourteen) days absent from work will not be taken from his/her sick leave.
- 15.18 If an employee relapses all costs for treatment and time-off will be at his/her own expense.

16. SPECIAL LEAVE

Special leave will be granted: -

- 16.1 When subpoenaed to appear as a witness in Court, for the period he/she is required to be present in Court and a minimum period it takes to travel to and from Court;
- 16.2 For purposes of isolation on the instruction of a doctor in cases where a member of his family has contracted an infectious disease, or where such employee has been in close contact with any person who has contracted an infectious or contagious disease, or if it is suspected that he/she suffers from such disease;
- 16.3 Where he/she is unable to perform his/her duties as a result of an accident to which the provisions of the Compensation for Occupational Injuries and Diseases Act of 1993 (Act 130 of 1993), or any amendment thereof are applicable, or which is covered by the Council's Insurance Regulation in respect of employees not being workers within the meaning of the Act (notwithstanding anything contained in the latter's contract of service with the Municipality), for the period during which he is unable to perform his/her duties : Provided

that any workmen's compensation accruing to such employee shall be paid to the Municipality.

16.4 Under Exceptional circumstances for any purposes not provided for in this policy and for such periods and on such conditions as the municipality may prescribe from time to time.

16.5 Any Special leave shall not exceed 10 working days in an annual leave cycle and the limitations exclude contents of clauses number 15.1, 15.2 and 15.3 above.

16.6 Application for special leave shall be bona fide and must be approved by the Municipal Manager and shall not be unreasonably refused.

16.7 Exigencies of the service must be taken into consideration and supporting documents where required must be provided with the application for a special leave

17. STUDY LEAVE

17.1. Applications for study leave for examinations must be accompanied by written notification by the institution concerned of the specific day on which the examination shall be written.

17.2 Study leave shall be granted as follows: two (2) working days before the day of examination per examination paper in order to prepare for examinations and one (1) working day per examination paper on the date of examination, provided the field of study is related to activities of the municipality.

17.3. After the examination, applicants must submit written proof of the results of the examination that has been written.

17.4 If an applicant fails to do so, the days concerned will be debited against the applicant's own annual leave or be converted into leave without pay where no annual leave is available.

17.5 Employees shall be granted special study leave for attendance of tutorials or block classes as prescribed by the academic institution on a 50:50 basis that is a special study leave day for one annual leave day taken for attendance of tutorials or block classes in each academic year subject to submission of a written official notification from the academic institution concerned.

17.6 In the case where days of attendance are in odd number/s, e.g. 5 consecutive days of attendance, an employee shall take 3 days from his/her annual leave days and 2 days from study leave for the 1st block classes and vice-versa for the second block classes.

17.7 Other matters pertaining to the study arrangements for employees are dealt with in the employee Training and Development Policy of the municipality.

17.8 Employees who are doing Postgraduate studies should be granted 50:50 basis that is special study leave and annual leave for conducting research and dissertation.

18. MATERNITY LEAVE

18.1 In terms of the provisions of the Basic Conditions of Employment Act, (Act 75 of 1997) and Conditions of Services an employee is entitled to at least three (3) consecutive months' maternity leave with pay and the fourth (4th) month without Pay but can claim UIF.

- 18.2 An employee shall qualify for three months paid maternity leave after 12 months of service on a fixed term contract or permanent employment within the Municipality.
- 18.3 Employees who have less than twelve months of service will qualify for paid sick leave depending on availability of sick leave.
- 18.4 An employee is to submit the Expected Date of Delivery Medical Certificate to the Employer at least four months prior to the commencement of maternity leave
- 18.5 An employee may commence maternity leave:
- 18.5.1 at any time from four weeks before the expected date of birth, unless otherwise agreed;

or

- 18.5.2 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.
- 18.4 No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 18.5 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 An employee must notify an employer in writing, unless the employee is unable to do so, on the date on which the employee intends to:-
- 18.6.1 Commence maternity leave; and
- 18.6.2 Return to work after maternity leave.
- 18.7 A Written notification from the employee eligible to take maternity leave to the immediate superior and relevant Human Resources Office in terms of subsection 17.5 must be given:
- 18.7.1 At least four weeks before the employee intends to commence maternity leave; or
- 18.7.2 if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 18.8 Ante- and Post Natal Care
- 18.8.1 All pregnant female employees may, within the first 7 months of pregnancy be granted 01 day every 04 weeks, without loss of salary, to attend a clinic or visit a doctor subject to sick leave requirements.
- 18.8.2 During the last two (2) months of pregnancy she may visit a clinic or doctor twice every 04 weeks without loss of salary on a pre-arranged sick leave.
- 18.8.3 Where clinics attended are on the premises or within the vicinity of the municipal premises, the employee must return to work immediately after being attended to at the Clinic.

18.9 An employee to whom maternity leave with remuneration has been granted for maternity purposes and who leaves the municipality within 12 months from the date of expiry of such leave shall be responsible for the reimbursement of all salary payments made by the municipality during such leave.

18.10 In the event of an employee who has been in the service of the municipality for a period of more than 12 months, and decides to take the fourth month of maternity leave, will be on maternity leave without pay.

19. PATERNITY LEAVE

Employees shall be entitled to at least ten (10) consecutive days of parental leave on the following:

- a) The employee's child is born;
- b) The day that employee's child is born or the date:
 - i. That the adoption order is granted;
 - ii. That a child is placed in the care of a prospective adoptive parent by a competent court pending the finalisation of an adoption order in respect of that child.
- c) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to:
 - i. Commence parental leave;
 - ii. Return to work after parental leave
- d) The payment of parental benefits will be determined by the provisions on UIF Act no 63, 2001.

19.1 There shall be no paternity leave provided by the municipality to any person.

19.2 Paternity leave related-responsibilities will be taken care of under the provisions of the family responsibility leave.

20. FAMILY RESPONSIBILITY LEAVE

20.1 This section applies to:

20.1.1 an employee who has been in employment with the municipality for longer than four months; and

20.1.2 an employee who works for at least four days a week for the Municipality.

20.2. An employer must grant an employee, during each annual leave cycle, at the request of the employee, five days' paid leave, which the employee is entitled to take in terms of the conditions of services –

20.2.1 When the employee's child is born;

20.2.2 When the employee's child is sick; or

20.2.3 In the event of the death of:

- (i) the employee's spouse or life partner;
- (ii) the employee's parent, adoptive parent, parents' in-law, grand parent, child, adoptive child, grandchild, and sibling.

- 20.3 Subject to subsection (18.5), an employer must pay an employee for a day's family responsibility leave: -
- 20.3.1 the wage the employee would ordinarily have received for work on that day; and
- 20.3.2 on the employee's usual pay day.
- 20.4 An employee may take family responsibility leave in respect of the whole or a part of a day.
- 20.5 Before paying an employee for leave in terms of this section, the Municipality reserves a right to require reasonable proof of an event contemplated in subsection (19.2) for which the leave was required.
- 20.6 An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.
- 20.7 A collective agreement may vary the number of days and the circumstances under which leave is to be granted in terms of this section.

21. LEAVE WITHOUT PAY

- 21.1 In the following circumstances an employee will be subjected to leave without pay:
- 21.1.1 If he/she /family member fails to inform his Supervisor of his absence within two hours of the employee's clocking time
- 21.1.2 Disappears from his workstation for more than two hours without notifying the Supervisors
- 21.1.3 Failure to report for duty subject to confirmation with the immediate Superior.
- 21.1.4 Unauthorized leave
- 21.1.5 Incarceration or imprisonment
- 21.1.6 Alleged Intoxication on duty which will lead to the employee being turned away from work
- 21.2 Leave pay will be calculated in terms of the provisions of section 21 and 35 of the Basic Conditions of Employment Act, 75 of 1997 as illustrated in clause 22.3 below.
- 21.3 If the annual leave of an employee has been used in full, the municipality may, at its discretion, grant leave without pay to such employee, provided that no period of leave without pay shall affect the period of service of the employee.
- 21.4 The amount to be deducted from the salary of an employee taking leave without pay, shall be calculated on the following basis:
- Annual salary divided by twelve (months)
Answer divided by 4.33 (weeks) / 21.67 days
Answer divided by 5 (days)
Answer equals to daily rate

21.5 The leave without pay must be recorded in the unpaid leave register.

22. CALCULATION OF LEAVE

- 22.1 In order to calculate any leave and the value of the annual leave in terms of this leave provision it shall be accepted that all employees work a five-day week.
- 22.2 Any leave is calculated to include the first workday of leave and to exclude the workday on which duty is resumed.
- 22.3 An employee who commences employment before or on the 15th day of the month shall accrue a full month's allocation, should he /she leave the employ of the municipality before the end of a 12-month period.
- 22.4 An employee who commences employment before the 15th day of the month shall not accrue any monthly annual leave allocation should she /he leave the service of the municipality before the end of a 12-month period.
- 22.5 Annual leave shall be paid for in terms of the requirements Of Section 35 (5) of the Basic Conditions of Employment Act, No 75 of 1997 and any applicable Collective Agreement.

23. MANDATORY TIME OFF CONCESSIONS

- 23.1 Depending on operational requirements, employees may be allowed time off from 12h00 on the last working day preceding Christmas Day and New Year's Day and Easter Holidays, however, a skeleton staff component has to remain on duty to provide essential services on these days, with the *proviso* that they will be granted time-off at a later date by arrangement with their Supervisor.
- 23.2 Employees may also be allowed time-off in other deserving cases at the discretion of the municipality.
- 23.3 Informal written concessions may be granted in lieu of time worked in except, by agreement between the employee and the Supervisor.
- 23.4 The time-off rendered in Clause 22.1, 22.2 and 22.3 will not be debited against the employee's leave balance and time-off.
- 23.5 Employees' who are in any form of leave including unpaid leave during the granting of time-off to employees in general shall not claim compensatory time-off as a result of granting of general time-off.

24. TIME-OFF

- 24.1 Employees who qualify for monetary compensation for overtime worked and those who only qualify for granting time-off for overtime worked will be granted time-off upon submission of a valid and approved claim.
- 24.2. Notwithstanding the requirements of clause No. 24.1, members of management including coordinators, shall not submit overtime claims in lieu of extra hours

worked, however a request for time off in compensation for such extra hours worked shall not unreasonably be rejected.

24.3 The time-off granted shall be credited to the employee's time-off balance which shall be kept in the Human Resource Management Unit.

24.4 Time-off granted shall lapse after the period of 12 months after approval in respect of employees falling within TASK GRADE 12 and below and after 18 months for employees falling above TASK GRADED 12 but to TASK GRADE 14 and above.

24.5 Time off granted shall not be encashable or exchanged for cash except on termination of service provided it falls within a period of twelve months reckoned from the date of approval.

24.6 Time-off granted may be taken even whilst the employee is serving a notice of termination of services with the municipality provided that this is not taken within the last 5 working days of employment.

24.7 Time-off not taken shall lapse at the end of employment contract or at the termination of employment relationship.

24.8 In order for an employee to qualify for time off of a day's period, she/he must work not less than 6 hours of overtime.

25. COMMENCEMENT OF THIS POLICY

25.1 This policy will come into effect on the date of adoption by the Council.

26. INTERPRETATION OF THIS POLICY

26.1 All words contained in this policy shall have an ordinary meaning attached thereto, unless the definition or context indicates otherwise.

26.2 Any dispute on interpretation of this policy shall be declared in writing by any party concerned.

26.3 The Office of the Municipal Manager shall give a final interpretation of this policy in case of a written dispute.

26.4 If the party concerned is not satisfied with the interpretation, a dispute may then be pursued with the South African Local Government Bargaining Council or Arbitration

27. PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY

27.1 This policy may be partly or wholly waived or suspended by the Municipal Council on a temporary or permanent basis after consultation with Management and Trade Unions.

27.2 Notwithstanding clause No. 27.1 the Municipal Manager may under circumstances of emergency temporarily waive or suspend this policy subject to reporting of such waiver or suspension to Council and Trade Unions.

28. AMENDMENT AND/OR ABOLITION OF THIS POLICY

28.1 This policy may be amended or repealed by the Council after consultation with Management and Local Labour Forum.

29. COMPLIANCE AND ENFORCEMENT

29.1 Violation of or non-compliance with this policy will give a just cause for disciplinary steps to be taken.

29.2 It will be the responsibility of all Managers, Supervisors, Executive Committee and Council to enforce compliance with this policy

CPS/P280 CR 140/26/05/2022



MR. L. MATIWANE
MUNICIPAL
MANAGER



CLLR S. MNGENELA
HON. MAYOR



CLLR N NGWANYA
HON. SPEAKER

MUNICIPAL BEREAVEMENT POLICY

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1. DEFINITIONS

The specific meaning of key words is as defined in the Basic Conditions of Employment Act, 75 of 1997 in these definitions, unless the context indicates otherwise:

- | | |
|-----------------------------|--|
| 1.1 Designee - | A person appointed or designated as the Head of the Department for an interim period. |
| 1.2 General Manager- | A person appointed as a head of a Department in the Municipality |
| 1.3 Mourner- | A person attending a funeral service or memorial service |
| 1.4 Family members- | A spouse and a child or legally adopted child, biological parents and parents in -law of the Employee, Councillor and participating Traditional Leader. |

2. OBJECTIVES

- 2.1 To provide a framework for management of bereavement processes for a deceased municipal Councillor, employee and participating Traditional Leader in so far as the Matatiele local Municipality family is affected.**
- 2.2. To make a provision for establishment of a sustainable mechanism for provision of support to the family of the deceased Councillor or employee or participating Traditional Leader of the municipality.**
- 2.3. To provide a framework for management of municipal costs related to the bereavement itself.**
- 2.4. To promote good fellowship during the time of need to the bereaved family.**
- 2.5. To facilitate extension of condolences to the bereaved family of the deceased person.**

3. APPLICATION OF THIS POLICY

- 3.1. This policy will apply to all Municipal Councillors, participating Traditional Leaders, temporary, contract & permanent employees of the Municipality.**
- 3.2. Provisions of this policy will be binding to the Council and Management of the Municipality.**
- 3.3. Application of this policy shall not be extended to non-employees or non –Councillors, non- participating Traditional Leaders as well as the members of the public.**
- 3.4. This policy will exclusively apply to the members of the immediate family of all those mentioned in clause No 3.1 of this policy.**
- 3.5. This policy may be applied to trainees but not to their family members as determined by the Municipal Manager.**
- 3.6. This policy may apply to Ward Committee Members but not to their family members as may be determined by the Municipal Manager.**

4. PRINCIPLES OF THIS POLICY

- 4.1. This policy is designed to be used as a tool for comforting / consoling the bereaved families.**
- 4.2. This policy is designed to enhance the content of our social culture in respect of mourning.**
- 4.3. The application of this policy shall be balanced with the interests of the Municipality.**
- 4.4. The operation of this policy shall not interfere with nor interrupt the smooth rendering of services to the community.**
- 4.5. This policy shall be applied in such a way that, there is a minimum work stoppage resulting from a need to pay last tribute to the deceased during normal working hours.**

5 COMMUNICATION OF, ARRANGEMENT OF MEMORIAL SERVICES AND BEREAVEMENT VISITS

- 5.1 The Human Resources Management Unit shall be responsible for communication of bereavements as well as information relevant to each bereavement concerned to all employees, members of Council.**
- 5.2 The Municipality shall arrange a memorial service for paying the last tribute to any person referred to in Clause 3.1 of this policy and costs may be incurred against the Department in which bereavement has occurred.**
- 5.3 Such memorial service shall be held within a period of seven working days or not later than 10 working days after the death of the employee or Member of the Municipal Council, subject to the availability of the family members.**
- 5.4 The memorial service shall be held either at 10:00 or 12:00 if it is held during the week or not on a public holiday at a suitable venue within the area of jurisdiction of the Municipality.**
- 5.5 The refreshments may be arranged only for the family members only in the memorial service.**
- 5.6 The costs of refreshments may be defrayed from the departmental entertainment vote or any suitable vote chosen by the General Manager concerned, or the Municipal Manager in case the bereavement has occurred in his or her office.**
- 5.7 The Human Resources Management Unit in conjunction with the Department in which the bereavement has occurred shall be responsible for arranging the memorial service.**
- 5.8 A preacher of the family's choice or the municipality's choice shall be arranged by the Municipality at no cost.**
- 5.9 Employees and /or members of Council who wish to pay a visit to the bereaved family may be allowed to do so as from 12:00 with the departure time being determined by the area being visited if feasible, but if not feasible during the normal working hours should such a visit occur on a working day, within a radius of 300 km from the location of main Municipal Offices, the hours shall be determined by the Municipal Manager.**
- 5.10 The transport costs for transportation of the family to the Memorial Service will be defrayed from the transport budget of the Department concerned.**

6. FUNERAL ATTENDANCE ARRANGEMENTS

- 6.1 The Municipality may send an official delegation of not more than three people, as determined by the Municipal Manager to attend a funeral service of any person mentioned in clause No 3.1.at the Municipality's full cost within the borders of South Africa.**
- 6.2 Other members of the MLM family wishing to attend a funeral service shall do so on a first come first served basis.**
- 6.3 In the event of death of any one mentioned in clauses No 3.1 and 3.4 shall avail transport for the mourners of a capacity not exceeding a mini bus load, from the municipality to attend the funeral service within the borders of South Africa at the full cost of the Municipality?**
- 6.4 The Municipality shall provide a driver in case the municipality's vehicle is used for transporting the mourners.**
- 6.5 Should the number of the confirmed mourners be far less than the bus load, a Municipal vehicle with an appropriate size will be used**
- 6.8. If a hired vehicle is used for funeral attendance purpose, the costs will be borne by the Municipality.**

7. GENERAL PROVISIONS

- 7.1 If Councillor or staff member's vehicle is used for transport purpose, that person will be reimbursed according to the subsistence and travelling Allowance policy.**
- 7.2 If a privately owned vehicle belonging to a member of the public, other than a bus, taxi or hired vehicle has been used, the applicable tariff set out in the Travel and Subsistence allowance policy will be used.**
- 7.3 No cost of accommodation will be incurred in respect of any funeral related arrangement by the municipality unless circumstances dictate otherwise.**
- 7.4 No cost of food or drinks will be incurred in respect of any funeral related arrangements by the municipality unless circumstances dictate otherwise.**
- 7.5 There will be no special budget set aside by the municipality specifically for bereavement or funeral service related expenses.**
- 7.6 All funeral attendance and memorial service related costs will be defrayed from the respective entertainment, subsistence & traveling allowance and fuel & oil votes of the Department in which the deceased person or the bereaved was or is attached or serving.**
- 7.7 The employees of the Municipality attending a memorial service or funeral service shall be regarded as on official duty for the purpose of the Workman's Compensation Act.**
- 7.8 No person shall be paid a part of and / or full wage for attending a funeral or memorial service or for paying a bereavement visit even if such person was the driver of the vehicle used to attend any of the mentioned occasions except to a person employed by the Municipality as a driver and officially used to drive a vehicle transporting mourners.**
- 7.9 No Councillor or employee or participating Traditional Leader shall claim overtime nor time off for any time spent in attendance of any bereavement related occasion except a**

municipal driver officially sanctioned to drive such particular municipal vehicle used to transport mourners.

- 7.10 No claim for any damage arising out of use of a privately owned vehicle for attendance of any bereavement related occasion will be made to the Municipality.

8. COMMENCEMENT OF THIS POLICY

- 8.1 This policy will come into effect on the date of adoption by Council.

9. INTERPRETATION OF THIS POLICY

- 9.1 All words contained in this policy shall have an ordinary meaning attached Thereto, unless the definition or context indicates otherwise.
- 9.2 Any dispute on interpretation of this policy shall be declared in writing by any party concerned.
- 9.3 The Office of the Municipal Manager shall give a final interpretation of this policy in case of a written dispute.
- 9.4 If the party concerned is not satisfied with the interpretation, a dispute may then be pursued with the South African Local Government Bargaining Council or Arbitration

10. PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY

- 10.1 This policy may be partly or wholly waived or suspended by the Municipal Council on a temporary or permanent basis after consultation between Management and Local Labour Forum.
- 10.2 Notwithstanding clause No. 10.1 the Municipal Manager may under circumstances of emergency temporary waiver or suspend this policy subject to reporting of such waiver or suspension to Council and Local Labour Forum.

11. AMENDMENT AND/OR ABOLITION OF THIS POLICY

- 11.1 This policy may be amended or repealed by the Council after consultation with Management and Trade Unions.

12. COMPLIANCE AND ENFORCEMENT

12.1 Violation of or non-compliance with this policy will give a just cause for disciplinary steps to be taken.

12.2 It will be the responsibility of all Managers, Supervisors, Executive Committee and Council to enforce compliance with this policy

CPS/P281 CR 140/26/05/2022



MR. L. MATIWANE
MUNICIPAL
MANAGER



CLLR S. MNGENELA
HON. MAYOR



CLLR N NGWANYA
HON. SPEAKER

HIV AND AIDS POLICY

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1. BACKGROUND AND INTRODUCTION OF HIV AND AIDS

- 1.1. HIV disease and its terminal stage, Acquired Immune Deficiency Syndrome (AIDS), is a condition caused by infection called Human Immunodeficiency Virus (HIV) which systematically destroys the body's immune system, rendering it defenceless against infection and other diseases.**
- 1.2. AIDS is a disease that affects millions of South Africans. A virus called HIV, which stands for Human Immunodeficiency Virus, causes it. This virus slowly weakens a person's ability to fight off other diseases, by attaching itself to, and destroying important cells that control and support the human immune system (CD 4 + cells). After a person is infected by HIV, he or she, although infectious to others, can look and feel fine for many years before AIDS is developed.**
- 1.3. There is no question among the majority of the world's scientists that HIV causes AIDS. The average period between getting infected with HIV and developing AIDS is 5 to 7 years in the absence of treatment.**
- 1.4. Although antiretroviral drugs can prolong life and improve the general health of the Person Living with AIDS (PWA), there is no cure at present.**

2. PREAMBLE

- 2.1 The Municipality is committed to creating and maintaining a safe working environmental for all employees. The Municipality undertakes to deal with an HIV infected employee and / or employees with AIDS in the same manner as with the employees suffering from any other life –threatening disease, with due consideration for the interests of fellow employees. All seriously ill patients will be monitored in order to ensure appropriate and adequate medical care. No exception will be made in the case of AIDS sufferers**
- 2.2 To acknowledge the seriousness of the HIV / AIDS epidemic. Seeks to minimize the social, economic and developmental consequences to the Matatiele Local Municipality and its staff. Commits itself to providing resources and leadership to implement a HIV/ AIDS programme; and commits itself to create a supportive and non – discriminatory working environment through dispelling of myths and stereotypes and offering counselling and education services to affected and infected employees.**

3. LEGAL FRAMEWORK

- 3.1. This policy is governed by the following labour legislation:**
- 3.2. The Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996)**
- 3.3. The Labour Relations, 1995 (Act No. 66 of 1995)**
- 3.4. Basic Conditions of Employment, 1997 (Act No. 75 of 1997)**
- 3.5. Compensation of Occupational, Injuries and Disease, 1993 (Act No. 130 of 1993)**
- 3.6. Employment Equity Act, 1998 (Act No. 55 of 1998)**
- 3.7. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)**

- 3.8. Public Service Regulations 2001
- 3.9. National Policy on testing as Gazetted by the Minister of Health, Gazette No. 20710
- 3.10. The Code of Good Practice on Key Aspects of HIV/AIDS and Employment
- 3.11. Charter of Rights on AIDS and HIV
- 3.12. National Patient's Rights
- 3.13. Responsibilities of the patient

4. OBJECTIVES OF THE POLICY

4.1 The HIV/AIDS policy for the Matatiele Local Municipality has the following objectives: -

- 4.1.1. To promote health awareness and the provision of information on AIDS to all levels of employment.
- 4.1.2. To reduce unrealistic fears about contracting AIDS at the workplace.
- 4.1.3. To protect the legal rights of members of council and employees at work who have AIDS.
- 4.1.4. To provide guidelines on managing members of council and employees or situations, when questions on AIDS are raised.
- 4.1.5. To encourage members of council and employees to convey sensitivity and understanding to employees affected with AIDS.
- 4.1.6. To monitor, at corporate level, the process of the awareness programmes, evaluate its effectiveness and efficiency and to ensure that qualitative standards of service are maintained throughout.
- 4.1.7. To minimize the physical, psychological, social and financial impact of AIDS for the member of council and employee and their family.

5. APPLICATION OF THE POLICY

- 5.1 The policy shall apply to all candidates who apply to the Municipality for employment.
- 5.2 The policy shall also apply to all current employees of the Municipality.

6. POLICY RULES

- 6.1. Members of Council and employees living with HIV/AIDS have the same rights and duties as other employees/ members of Council.
- 6.2. Testing for HIV, with informed consent (as required by the SA Medical and Dental Council) and pre-test and post-test counselling, shall be offered to any members of Council and employee who feels he/she may be at risk.
- 6.3. Members of Council and employees are not required to divulge their HIV status to the employer, however should such information become known, it is to be regarded as confidential and provision should be made for post-test counselling for such members of Council and employees.

- 6.4. Testing of employees as a condition of employment may be effected within the confinement of the law.
- 6.5. No flags or symbols shall appear on any employee's medical or personnel records to indicate HIV status and disclosure to persons other than the person to whom the initial disclosure was made requires the employees' written consent.
- 6.6. Employees, known to be infected with HIV/AIDS shall remain in their normal employment positions and all Managers must ensure a safe working environment through the promotion of universal precautions.
- 6.7. An employee with HIV/AIDS is entitled to the same sick leave benefits as any other employee.
- 6.8. HIV/AIDS shall not be used as a justification for refusal to perform normal duties.
- 6.9. An employee has the right to seek recourse in the event of discrimination, in line with the Municipality's grievance procedure.
- 6.10. The law does not require that a death certificate indicate a person's HIV status and therefore the employer has no right to know whether the employee has died of an AIDS-related illness.

7. PROMOTION AND TRAINING OPPORTUNITIES

- 7.1. An employee who is known to have HIV/AIDS is entitled to the same promotion and training opportunities as any other employee.
- 7.2. No employee shall be required to take an HIV test as a pre-requisite for an employment decision.

8. REGULATIONS

8.1. Light Duty and Transfers

No employee shall have his/her employment terminated solely on the basis of his/her HIV status.

- 8.1.1. No employee will be removed from his/her position at work for as long as medical opinion from a qualified medical practitioner indicates that he / she can still fulfil his/ her job requirements and if alternative employment and/ or job modification become necessary, this will only be provided on medical or legal grounds.
- 8.1.2. The Municipality makes an undertaking that each case is to be dealt with on its own merit.
- 8.1.3. The procedures referred to in 4.4 and 4.5 which protects the employee's right to confidentiality shall not be contravened and disclosure of the employee's HIV status shall be deemed an offence in terms of the Council's Disciplinary Code and Code of Conduct.

8.2 Employees at “Risk”

- 8.2.1** ‘Risk’ refers to those employees who could be exposed to HIV/AIDS by the nature of their employment.
- 8.2.2** Staff of emergency services and First Aid Persons are considered to be at risk of occupational exposure to HIV infection.
- 8.2.3** ‘At Risk’ employees must be provided with the appropriate personal protective equipment, and failure to wear such protective equipment shall be deemed as an offence under the Council’s Disciplinary Code.
- 8.2.4** Employees who are infected occupationally can claim under the provisions of the Compensation for Occupational Injuries and Diseases Act (130/1993) as amended which defines an injury as any injury or disease, which arise out of and happen during the course of employment.
- 8.2.5** Initial diagnosis and treatment will be for the expense of the Municipality, subject to the Municipality claiming the amount from Workmen’s Compensation Commissioner, provided the employee had adhered to the adequate protective measures.

8.3 Workplace Health and Safety

- 8.3.1** The Municipality shall assess and manage the risk, if any, of occupational exposure to HIV by ensuring that the employee receives prompt Voluntary Counselling and Testing and post exposure prophylaxis.
- 7.3.2.** In the event of an employee being tested HIV positive as a result of the occupational injury, the employee will receive assistance in applying for compensation in terms of Compensation for Occupational injuries and Diseases Act, 1993 (Act no 130 of 1993) and Occupational Health and Safety Act 1993 (Act no. 85 of 1993)

8.4. Education

- 8.4.1.** The Municipality supports the implementation of ongoing education and awareness programmes for all employees so as to reduce the spread of HIV infection and to combat ignorance and discrimination and such education shall be compulsory for all members of Council and employees, including Management.
- 8.4.2.** The HIV/AIDS Programme of the Matatiele Local Municipality shall provide all members of Council and employees access to:
 - 8.4.2.1.** Information, education and communication activities, including media materials and peer education.
 - 8.4.2.2.** Barrier methods, i.e condoms.
 - 8.4.2.3.** Services for the appropriate management of HIV/AIDS.
 - 8.4.2.4.** Counselling services.
 - 8.4.2.5.** Personal protective equipment for the staff who may potentially be Health exposed to blood or blood products.

- 8.4.2.6. Occupational support for both infected and affected staff and their immediate family members.**

8.5 Implementation

- 8.5.1 The Municipality shall provide staff resources, time and funding for the full implementation of the policy across all Municipal Services.**
- 8.5.2 The Municipality shall endeavour to utilise all opportunities to interact with civil societies to contribute to the mission and objectives of the National HIV and AIDS Programme.**
- 8.5.3 The Municipality shall also endeavour to interact with all Central and Provincial Government Departments regarding the epidemic.**
- 8.5.4 Members of Council and employees will be held responsible and accountable for complying with this Policy and HIV and AIDS Programmes will take place during working hours and employees will be encouraged to attend such programmes.**
- 8.5.5 Management is also responsible for the implementation of the Policy, ensuring compliance with and knowledge of its terms and for taking immediate and appropriate corrective measures where warranted Managers must open and maintain communication channels to allow employees to raise concerns concerning HIV and AIDS. Managers are encouraged to attend the programmes to give visible support to the programme.**
- 8.5.6 As a basis for the implementation of a comprehensive HIV/AIDS strategy within the Municipality, it will be necessary to establish the prevalence of HIV/AIDS within the Municipality and the Council accepts that in order to establish this prevalence a once-off “BLIND TESTING” of Municipal employees shall be actively promoted.**
- 8.5.7 There shall be an HIV and AIDS Support group made up of all Departmental HIV and AIDS Representatives.**
- 8.5.8 The main function of the Support group will be to provide guidance and support to the entire HIV and AIDS Programme in the workplace.**
- 8.5.9 Each Department within the Municipality shall appoint an HIV/AIDS Representative.**
- 8.5.10 An HIV/AIDS Representative shall be appointed by the constituency of each department**
- 8.5.11 An HIV /AIDS Representative shall: -**
- 8.5.12 Be extensively trained to provide counselling and support to the employee who has disclosed his / her HIV and AIDS status, and shall abide by principles of confidentiality.**
- 8.5.13 Shall be required to sign an oath of confidentiality.**
- 8.5.14 Facilitate the referral of members of council and employees infected / affected by HIV and AIDS in support of organisations or service providers**

- 8.5.15 Identify appropriate service providers that specialise in HIV and AIDS related counselling and treatment.
- 8.5.16 Undertake to provide members of Council and employees with appropriate information and training.
- 8.6. **Benefits for Members of Council and Employees Living with HIV and Aids**
 - 8.6.1. The Municipality shall appoint HIV and AIDS Departmental Representative
 - 8.6.2. The HIV and AIDS Representatives shall be responsible for all the Departmental HIV and AIDS matters.
 - 8.6.3. The HIV and AIDS Departmental Representative will conduct his / her duties in an outside office, operated by the Municipality, for the purposes of confidentiality.
 - 8.6.4. An Employee who voluntary want to disclose, must disclose to the Manager or the Departmental Health and Safety Representative.
 - 8.6.5. An employee who has disclosed shall be entitled to:
 - 8.6.5.1. Indefinite sick leave, provided there is a valid medical certificate provided by a registered and qualified medical practitioner;
 - 8.6.5.2. Full payment of his/ her salary during sick leave
 - 8.6.6. Employees who have disclosed their status shall not be subjected to medical boarding or to incapacity proceedings due to ill health.
 - 8.6.7. The Municipality will provide employees who are infected and or affected by HIV and AIDS access to confidential counselling and assistance.
 - 8.6.8. The provisions of the Employee Assistance Programme Policy will be adhered to with regard to counselling services.
 - 8.6.9. The Municipality will provide the Immune Boosting Supplements, subject to the availability of budget

9. MONITORING AND EVALUATION

- 9.1. The monitoring and evaluation and review of HIV/AIDS programmes in the Municipality are ongoing activities.
- 9.2. The Employee Assistance Programme practitioner /designate will undertake to research, monitor, evaluate and review such programmes to develop best practices.
- 9.3. This process will be undertaken without discrimination against any employee because of their HIV status.

10. INTERPRETATION OF THE POLICY

- 10.1. All words contained in this policy shall have a direct grammatical meaning unless the definition or context indicates otherwise.
- 10.2. The dispute on interpretation of this policy shall be declared in writing by any party concerned.

- 10.3. The office of the Municipal Manager shall give a final interpretation of this policy in case of a written dispute.
- 10.4. If the party concerned is not satisfied with the interpretation of the policy, a dispute may then be referred to the South African Local Government Bargaining Council.

11. PERMANENT / TEMPORARY WAIVER OF THIS POLICY

- 11.1. This policy may be partly or wholly waived by the Municipal Council on temporary or permanent basis.
- 11.2. Notwithstanding clause 11.1 the Municipal Manager may under circumstances of emergency temporarily waive this policy subject to reporting of such waiver to Council.

12. AMENDMENT AND OR REPEAL OF THIS POLICY

- 12.1. This policy may be partly or wholly amended by the Council.
- 12.2. This policy may be partly or wholly repealed by the Council.

13. VIOLATION OR NON – COMPLIANCE WITH THIS POLICY

- 13.1. Violation of or non –compliance of this policy will give a just cause for disciplinary steps to be taken.
- 13.2. It will be the responsibility of all Managers, Supervisors, Executive Committee and Council to enforce compliance with this policy.

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MR. L. MATIWANE
MUNICIPAL
MANAGER


CLLR S. MNGENELA
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