

SECONDMENT POLICY

TABLE OF CONTENTS

1. DEFINITIONS.....	210
2. INTRODUCTION	210
3. PURPOSE OF A SECONDMENT	210
4. BENEFITS OF SECONDMENT	211
4. IDENTIFYING SECONDMENT OPPORTUNITIES	211
5. APPROVAL.....	212
6. SELECTION FOR A SECONDMENT.....	212
7. PREPARATION FOR THE SECONDMENT.....	212
8. ROLES AND RESPONSIBILITIES DURING THE SECONDMENT	213
9. TERMS AND CONDITIONS DURING THE SECONDMENT.....	214
10. SUBSTANTIVE POST	214
11. RETURN FOLLOWING SECONDMENT	214
12. EQUALITY IMPACT ASSESSMENT	215
13. VERSION CONTROL	215
15. INTERPRETATION OF THIS POLICY	215
16. PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY	215
17. AMENDMENT AND/OR ABOLITION OF THIS POLICY	215
18. COMPLIANCE AND ENFORCEMENT	215
APPENDIX 1	216
APPENDIX 2	218
EXAMPLE OF A SECONDMENT AGREEMENT WHERE THE SECONDMENT IS WITH ANOTHER ORGANISATION	218
APPENDIX 3	222
Equality Impact Assessment.....	222
APPENDIX 4.....	223
Version Control Sheet.....	223

1. DEFINITIONS

In this policy, unless the context indicates otherwise:

- “Casual/part time employees”** - means employees who work less than 25 hours per week.
- “Council”** - means the plenary Committee of the Matatiele Municipality, and/or a standing committee thereof dealing with human resources related matters, and/or any other person with delegated authority.
- “Municipality”** - means the Matatiele local Municipality.
- “Secondment”** - is where an employee temporarily transfers to another job for a defined period of time for a specific purpose, to the mutual benefit of all parties. It can be full time, part-time or job share.
- “Relative”** - means a parent, adopted parent, grandparent, great grandparent, child, grandchild, great grandchild, brother, sister, aunt, uncle, niece, nephew, cousin, spouse, and/or life partner

2. INTRODUCTION

The purpose of the document is to assist all those involved in the secondment process. It is intended to cover both internal and external secondment arrangements. It provides guidelines to ensure a consistent approach is taken and that all those concerned, have an understanding of the process, prior to entering into a secondment agreement.

3. PURPOSE OF A SECONDMENT

- 3.1.** A secondment is the planned and voluntary transfer of an individual, with the agreement of their manager, from one post to another normally for a time-limited period. The secondment may occur for a number of reasons. Usually this would be to cover where a temporary opportunity arises, but it could also include where an individual is returning from sick leave and is initially unable to return to their usual role.
- 3.2.** Secondtees will usually benefit by developing new skills, knowledge and experience. At the end of the secondment, the employee may either return to their original post, or if this is not possible due to organisational/departmental changes, to a post commensurate with their substantive grade and salary. These arrangements and possible risks should be clarified prior to the commencement of the secondment (see below).
- 3.3.** A secondment is not an ‘acting up’ arrangement, although it may be to a higher graded post.
- 3.4 .** Secondment will apply to all deserving employees including contract employees subject to the limitation of the term of secondment to the employment contract period of a particular contract employee.

4. BENEFITS OF SECONDMENT

- 4.1. A well-managed secondment can offer potential benefits for all parties involved, namely the individual employee, the employee's manager and the receiving manager and their organisation.**

4.1.1. Benefits for the Employee

- 4.1.1.1. Increased motivation, through experiencing a new and challenging work environment.**

- 4.1.1.2. Personal and career development through the development of professional, managerial, technical and interpersonal skills.**

The opportunity to achieve clear and specific objectives in a time-limited period.

- 4.1.1.3. The opportunity to explore a new career option.**

4.2. Benefits for the Seconding Manager

- 4.3. Increased motivation of employee on their return.**

- 4.4. Assisting an individual to develop their skills, knowledge and competence.**

- 4.5. Develop closer links with other departments within the Trust, or another organisation.**

- 4.6. Establish the potential for future secondments into their department.**

4.6.1. Benefits for the Receiving Manager

- 3.6.1.1. The benefit of an employee for a time-limited period that may not otherwise be available.**

- 3.6.1.2. The ability to utilise an individual's particular skills for a project or specific piece of work.**

- 3.6.1.3. Introduction of new ideas and approaches to the department or team.**

- 3.6.1.4. Develop closer links with other departments within the Trust or another organisation.**

4. IDENTIFYING SECONDMENT OPPORTUNITIES

Secondments can be identified in several ways e.g.:

- 4.1. Through the appraisal process, which identifies career and personal development needs.**
- 4.2. Through secondment opportunities which are advertised on the Trust's intranet, or made known to an appropriate group of staff.**
- 4.3. Care needs to be taken, to ensure equality of opportunity for all potential applicants. This applies particularly, where it is a promotional secondment, or the secondment is likely to be of a long duration.**
- 4.4. An employee may take an initiative of requesting for secondment based on capabilities, knowledge and skills**
- 4.5. Secondment procedures and compliance with the policy requirements will be adhered to.**

5. APPROVAL

- 5.1. Prior to any application for a secondment the individual must gain approval from their manager. The manager will explain to the individual the reason(s) for not approving a request, if it is turned down. If an individual is aggrieved by this, then they may use the grievance procedure.**
- 5.2. Employees who wish to apply for a secondment, should clearly state the reasons for applying, including the potential benefits to themselves and both departments.**
- 5.3. The manager will need to consider and balance the needs of the individual and the department as a whole and ensure the equitable treatment of all potential secondees, if there are several in the same department who wish to apply for the secondment.**
- 5.4. Whilst every effort should be made to allow staff to pursue a secondment where clear potential benefits have been identified, the decision must be made in the light of the need to maintain service needs, organisational stability and effectiveness.**

6. SELECTION FOR A SECONDMENT

- 6.1. Usually for internal secondments, the manager should contact the Corporate Service Department.**
- 6.2. Where they would like the secondment to be advertised, it must sent to the newspapers, website and notice boards can be used. Managers should contact the HR Recruitment office who will be able to outline the process to follow.**
- 6.3. Whichever method of filling the secondment is used, a fair and equitable process for selecting the individual must be followed.**
- 6.4. Expressions of interest will be sent to the receiving manager who will ensure the individuals are sent a job description and a person specification.**
- 6.5. An interview process will then be followed to select the most appropriate individual (or where there is just one individual to ensure the secondment is appropriate). This should ensure the process is fair and the most appropriate individual is selected for the secondment.**

7. PREPARATION FOR THE SECONDMENT

To achieve a successful secondment there needs to be preparation by all parties. The following should therefore be considered:

- 7.1. A clear understanding of the purpose of the secondment. A job description should therefore be produced which outlines the roles and responsibilities, together with a person specification that details the requirements of the post.**
- 7.2. The employee's terms and conditions during the secondment, e.g. pay, hours, grade, job location, and annual leave.**
- 7.3. Clear objectives and required outcomes should be set which link to the IDP and/or the receiving unit's goals and objectives and individual's development needs.**
- 7.4. The Payroll office will need to be notified of the changes to the contractual arrangements via a HR Office.**

- 7.5. All parties agree the duration of the secondment. Regular review meetings should be scheduled with the employee and receiving manager beforehand, to ensure the secondment is running smoothly.
- 7.6. Identification of all costs and responsibilities for the secondment, including pay, pension, expenses, lease car, additional employer costs etc. The receiving and seconding manager must ensure that any recharge arrangements are agreed with the Revenue and Expenditure Manager and recharge arrangements are put in place.
- 7.7. Occupational Health and Disclosure and Barring Service checks to be undertaken if appropriate.
- 7.8. Identify the terms under which the secondee will return to their substantive post, including issues regarding grade, job content, etc.
- 7.9. There should be a discussion about the effect a secondment may have on the individual, when they return to their substantive post. Where the secondment has enabled the individual to work at a higher level with greater responsibilities and pay, a return to less challenging work may prove to be unsettling for the individual.
- 7.10. The performance review and development planning arrangements during the secondment.
- 7.11. Secondments will be for an agreed period of time.
- 7.12. The notice period to end the secondment agreement, should it prove to be an unsatisfactory arrangement to any party.

8. ROLES AND RESPONSIBILITIES DURING THE SECONDMENT

The seconding manager should:

- 8.1. Maintain regular contact with the employee and receiving manager.
- 8.2. Keep the employee informed about any developments, changes and general information about the department, e.g. by giving them access to the minutes of meetings, changes to the service affecting the department etc.

The receiving manager should:

- 8.3. Review and manage the employee's performance.
- 8.4. Maintain regular contact with the seconding manager, particularly to avoid minor issues leading to problems.
- 8.5. Address any attendance, absence, conduct issues, and liaise with the seconding manager and a Human Resources Manager as appropriate.
- 8.6. Arrange an induction programme including health and safety issues, policies/procedures, reporting arrangements, objectives etc.

- 8.6.1. Have a copy of, and apply, this document.

The employee should:

- 8.7. Discuss any problems that arise with the receiving manager and as necessary, the seconding manager.

- 8.8. Observe the appropriate policies/procedures within the department.
- 8.9. Maintain regular contact with their seconding manager.
- 8.10. Ensure they keep up to date with developments in this Trust (via the internet if they have been seconded outside the Trust).
- 8.11. If a secondment is extended the employee must discuss with their manager what possible consequences may arise in relation to their original post.

9. TERMS AND CONDITIONS DURING THE SECONDMENT

- 9.1. The secondee's pay will depend on the TASK grade of the secondment post.
- 9.2. If the secondment is to another organisation, the employee will continue to be paid by the Municipality and the costs recharged, in order to protect the employee's pension and service rights.
- 9.3. Annual leave accrued during the secondment should be agreed with the seconding manager and taken during the secondment.
- 9.4. The policies and procedures applicable during the secondment need to be confirmed prior to commencement by the receiving manager.
- 9.5. Any other change to terms and conditions, e.g. lease car, should be agreed prior to the commencement of the secondment.

10. SUBSTANTIVE POST

- 10.1. This may be filled on a temporary basis and subject to the agreed notice period. Exceptionally, the post may be filled on a permanent basis (see below).
- 10.2. When the secondment finishes the employee will usually return to their substantive post, or to a post commensurate with their substantive grade and salary, unless an alternative arrangement has been agreed prior to the secondment. If the post needs to be filled on a permanent basis, a seconded employee should be given first preference based on performance and this should be made clear to the employee together with the process for managing the employee's return to the Municipality.
- 10.3. If restructuring, organisational or any other department change occurs during the secondment, the employee should be kept fully informed as if they were present in the workplace.

11. RETURN FOLLOWING SECONDMENT

- 11.1. As the employee will need re-orientating back into the workplace, all parties will need to plan the return of the secondee well in advance.

On return to the substantive post, the seconding manager should:
- 11.2. Ensure the Corporate Service Department are notified of the employee's return, by completing a Staff Changes Form.
 - 11.2.1. Discuss the secondment and how the employee can transfer the learning, e.g. new skills/knowledge etc. into the workplace.
 - 11.2.2. Update the employee on any new developments within the department/team.

- 11.2.3. Ensure that all the seconded's work is handed over properly.
 - 11.2.4. Carry out a review of the employee's return after three months.
 - 11.3. Discuss supervision and appraisal arrangements.
 - 11.4. Ensure any recharge arrangements are terminated.
 - 12. **EQUALITY IMPACT ASSESSMENT**
 - 12.1. An Equality Impact Assessment has been included at Appendix 2
 - 13. **VERSION CONTROL**
 - 13.1 A version control sheet is included at Appendix 3
 - 14. **COMMENCEMENT**
 - 14.1 This policy will come into effect on the date of adoption by the Council.
 - 15. **INTERPRETATION OF THIS POLICY**
 - 15.1 All words contained in this policy shall have an ordinary meaning attached thereto, unless the definition or context indicates otherwise.
 - 15.2 Any dispute on interpretation of this policy shall be declared in writing by any party concerned.
 - 15.3 The Office of the Municipal Manager shall give a final interpretation of this policy in case of a written dispute.
 - 15.4 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
 - 16. **PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY**
 - 16.1 This policy may be partly or wholly waived or suspended by the Municipal Council on a temporary or permanent basis after consultation between the Management and Trade Unions.
 - 16.2 Notwithstanding clause No. 16.1 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.
 - 17. **AMENDMENT AND/OR ABOLITION OF THIS POLICY**
 - 17.1 This policy may be amended or repealed by the Council after consultation between Management and Trade Unions.
 - 18. **COMPLIANCE AND ENFORCEMENT**
 - 18.1 Violation of or non-compliance with this policy will give a just cause for disciplinary steps to be taken.
 - 18.2 It will be the responsibility of all Managers, Supervisors, Executive Committee and Council to enforce compliance with this policy

APPENDIX 1



107 Main Street,
Matatiele
PO Box 35
Matatiele, 4710
Tel: 039 717 3135
Fax: 039 717 3611

PERSON DEALING WITH THE MATTER:

FILE NO: 4/1

DATE:.....

Name
Address
Postcode

Dear

RE: Secondment to

I am writing to confirm that approval has been given for you to be seconded to the
post of based at

commencing..... until..... .. The secondment is agreed on the following basis.

During the period of the secondment you will be responsible to XXXX (manager), who will be responsible for setting your new objectives and undertaking your appraisal as it applies during your secondment XXXX will cover these as part of your induction into your new role.

For the duration of your secondment you will continue to hold your current contract of employment and your terms and conditions of employment will remain unchanged. Your salary and grade will therefore continue to be reviewed in accordance with the Trust's policies and the NHS Terms and Conditions of Service Handbook.

Your secondment is for X number of days a week.

The purpose of the secondment is to

Following your secondment you will return to an appropriate post commensurate with your substantive grade and salary. It is therefore, important for you to maintain regular contact with me, so that we may keep each other appraised of any developments as they arise.

It is particularly important that we meet on XXXX, a month before your intended return, to ensure we discuss your return in good time.

If, for whatever reason the secondment does not work out, the receiving manager and I will meet with you to discuss this, Should it be decide d to end the secondment, then you will be given at least one week's notice of your secondment ending.

You should ensure that you take the appropriate proportion of annual leave accrued during the secondment.

I am including a partly completed staff changes form to inform payroll of the secondment. Please complete this and return it to me as soon as possible.

You should ensure you obtain from your receiving manager the new job description and person specification which apply during the secondment.

If you have any queries regarding your secondment, or if the above be unclear, do not hesitate to contact me.

Finally, may I take this opportunity of wishing you every success in your new role.

Yours sincerely

(Seconding) Manager

Title

Encl - Staff Changes Form
 - Job Description if not sent previously
 - Person Specification if not sent previously

Copy of this letter to the receiving manager



100 Main Street,
Matatiele
PO Box 361
Matatiele, 638
Tel: 019 237 3115
Fax: 019 237 3611

PERSON DEALING WITH THE MATTER

APPENDIX 2

EXAMPLE OF A SECONDMENT AGREEMENT WHERE THE SECONDMENT IS WITH ANOTHER ORGANISATION

DATED

SECONDMENT AGREEMENT

between

.....

and

MATATIELE LOCAL MUNICIPALITY

and

SECONDEE XXXXXX

THIS AGREEMENT is dated

PARTIES

Matatiele Local Municipality (the Employer).

MUNICIPALITY XXXXX (the Host).

SECONDEE XXXXXX (the Secondee).

BACKGROUND

Matatiele Local Municipality employs XXXXXX as XXXXXX

**Matatiele Local Municipality intends to second SECONDEE XXXXX to MUNICIPALITY XXXXX
in order to [DESCRIBE SERVICES TO BE PROVIDED DURING SECONDMENT
PERIOD] (the Services).**

AGREED TERMS

INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Employment Contract: the terms of employment between the Employer and the Secondee at the date of this agreement, subject to any changes in the Secondee's salary or other benefits in accordance with the Employer's usual procedures from time to time.

Management Issues: all those matters under the Employment Contract requiring action, investigation and/or decisions by the Employer including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of the Secondee for any other reason; any complaint about the Secondee (whether or not that would be dealt with under the Employer's disciplinary procedure) and any complaint or grievance raised by the Secondee (whether or not that would be dealt with under the Employer's grievance procedure).

Secondment: the secondment of the Secondee by the Employer to the Host on the terms of this agreement.

Secondment Period: the period of this agreement as defined in clause

SECONDMENT

The Employer shall second the Secondee to the Host on an exclusive and full-time basis for the Secondment Period to provide the Services in accordance with the terms of this agreement.

The Secondment Period shall commence on XX XX XX and shall continue until XX XX XX.

SECONDEE'S EMPLOYMENT

The Employment Contract shall remain in force during the Secondment Period.

For the avoidance of doubt the Secondment will not alter any entitlement the Secondee might have to a redundancy payment, nor will the secondment effect the Secondee's continuous service with the Employer.

The Host shall provide the Employer with such information and assistance as it may reasonably require to carry out its obligations as the Secondee's employer.

SALARY

The Employer shall continue to pay the Secondee's salary, provide any benefits due to the Secondee, make any payments to third parties in relation to the Secondee and make any deductions that it is required to make from the Secondee's salary and other payments.

MANAGEMENT DURING THE SECONDMENT

The Employer shall continue to deal with any Management Issues concerning the Secondee during the Secondment Period, where relevant following consultation with the Host.

The Host shall have day-to-day control of the Secondee's activities but as soon as reasonably practicable shall refer any Management Issues concerning the Secondee that come to its attention to the Employer.

The Secondee will maintain regular contact with her manager at the Employer.

LEAVE

The Secondee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contract, and shall remain subject to the Employer's approval and notification procedures.

The Secondee will ensure that she takes her pro rata entitlement to annual leave during the Secondment Period.

LIABILITY

During the Secondment Period, the Host shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was their employer and shall comply with the Employer's reasonable requests in connection with the Employer's duties in relation to the Secondee.

THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

This agreement has been entered into on the date stated at the beginning of it.

Signed by XXXX XXXX
for and on behalf of Matatiele Local
Municipality

.....
Municipal Manager

Signed by [NAME OF MANAGER]
for and on behalf of
MUNICIPALITY XXXXX

.....
Municipal Manager

Signed by SECONDEE XXXXX

.....

APPENDIX 3

Equality Impact Assessment

Date of Assessment:

1	Name of the document that you are Equality Impact Assessing	Secondment Guidelines
2	Describe the overall aim of your document and context? Who will benefit from this policy/procedure/strategy?	To provide guidance on organising a secondment Those staff who apply for a secondment opportunity when one arises
3	Who is the overall lead for this assessment?	Human Resources Manager
4	Who else was involved in conducting this assessment?	Members of the Recruitment Policy Group consisting of Union, Managers & Human Resources Managers
5	Have you involved and consulted service users, carers, and staff in developing this policy / procedure / strategy? What did you find out and how have you used this information?	Union representative were involved in this process representing Employee's views. N/A
6	What equality data have you used to inform this equality impact assessment?	Specific data linking secondments to protected characteristics is not available
7	What does this data say?	N/A
8	Taking into account the information gathered above, could this policy /procedure/strategy affect any of the following equality group unfavourably:	Evidence based Answers & Actions. Where Negative impact has been identified please explain what action you will take to remove or mitigate this impact. Yes/No
8.1	Race	No N/A
8.2	Disability	No N/A
8.3	Gender	No N/A
8.4	Age	No N/A
8.5	Sexual Orientation	No N/A
8.6	Religion or Belief	No N/A
8.7	Transgender	No N/A
8.8	Maternity & Pregnancy	No N/A
8.9	Marriage & Civil partnerships	No N/A

1	Name of the document that you are Equality Impact Assessing	Secondment Guidelines
8.10	Carers*Our Trust requirement*	No N/A
9	What monitoring arrangements are you implementing or already have in place to ensure that this policy/procedure/strategy:	N/A
9a	Promotes equality of opportunity for people who share the above protected characteristics;	Where a secondment opportunity arises, managers will need to ensure the follow the Guidelines to ensure all eligible staff are aware of the secondment and staff with a protected characteristic are not excluded
9b	Eliminates discrimination, harassment and bullying for people who share the above protected characteristics;	N/A
9c	Promotes good relations between different equality groups;	N/A
9d	Municipality Equality Duty – “Due Regard”	
10	Have you developed an Action Plan arising from this assessment?	No
11	Assessment/Action Plan approved by	Signed:..... Date:..... Title:.....
12	Once approved, you <u>must forward</u> a copy of this Assessment/Action Plan to the Equality and Inclusion Team: Please note that the EIA is a public document and will be published on the web.+- Failing to complete an EIA could expose the Trust to future legal challenge.	

APPENDIX 4

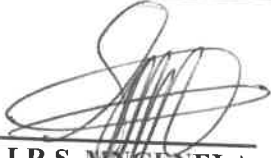
Version Control Sheet

This sheet should provide a history of previous versions of the policy and changes made

Version	Date	Author	Status	Comment / changes
1.	Aug 2016	HR Manager	Previous	
2.	Sept 2018	HR Manager	Previous	
3.	May 2019	HR Manager	Current	

CPS/P289
CR 140/26/05/2022


MR. L. MATIWANE
MUNICIPAL
MANAGER


CLLR S. MNGENELA
HON. MAYOR


CLLR N NGWANYA
HON. SPEAKER

SHIFT ALLOWANCE POLICY

TABLE OF CONTENTS

1	BACKGROUND OF THE POLICY	226
2	PURPOSE OF THE POLICY	226
3	APPLICATION OF THE POLICY	226
4	REGULATIONS.....	226
5.	PAYMENT OF SHIFT ALLOWANCE	226
6.	CALCULATION OF SHIFT ALLOWANCE	226
7.	INTERPRETATION OF THE POLICY	227
8.	PERMANENT / TEMPORARY WAIVER OF THIS POLICY	227
9.	AMENDMENT AND OR REPEAL OF THIS POLICY.....	227
10.	VIOLATION OR NON – COMPLIANCE WITH THIS POLICY	227

1 BACKGROUND OF THE POLICY

1.1 The Municipality has an obligation to render professional and efficient services to the community at all times. Some of these services cannot be rendered effectively during the day thus a need has arisen that some of the Municipal employees should perform their duties outside the normal working hours.

2 PURPOSE OF THE POLICY

2.1 To ensure that there are employees who will perform their duties outside the normal working time.

2.2 Those employees are properly informed about the working environment they will be subjecting themselves to.

2.3 To ensure that proper authorization is obtained before an employee can claim shift allowance, thus minimizing abuse of the allowance claims.

2.4 Ensuring that employees are properly paid their allowance.

3 APPLICATION OF THE POLICY

3.1 This policy is applicable to all employees of Matatiele Local Municipality.

4 REGULATIONS

4.1 Shift allowance will only be received by the employees who are designated as shift workers, and shall be paid as per the provisions of the application performing their work after 18h00 and before 6h00 the next day.

4.2 An employee who receives a shift allowance should be informed in writing by the Municipal Manager through the concerned Head of Department.

4.3. The Head of Department shall explain the following to the employee:

4.3.1 Any health and safety hazards associated with the work that the employee is required to perform;

4.3.2 Means of transport will be available from the Municipality provided that public transport is not available and Shift Allowance shall be paid to that employee.

5. PAYMENT OF SHIFT ALLOWANCE

5.1 The employee's shift allowance shall be included in his /her monthly salary and will be taxable.

5.2 No shift allowance shall be paid in advance or separately from the salary.

5.3 The Middle Manager of the concerned department shall recommend to the Head of Department the employees who should work shifts.

5.4 The employees will only commence their night shifts once the Head of Department has given approval.

6. CALCULATION OF SHIFT ALLOWANCE

6.1 The allowance will be calculated as per South African Local Government Bargaining Council (SALGBC).

6.2 The total amount from clause 6.1 is subject to taxation.

7. INTERPRETATION OF THE POLICY

- 7.1** All words contained in this policy shall have a direct grammatic meaning unless the definition or context indicates otherwise.
- 7.2** The dispute on interpretation of this policy shall be declared in writing by any party concerned.
- 7.3** The office of the Municipal Manager shall give a final interpretation of this policy in case of a written dispute.
- 7.4** 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.

8. PERMANENT / TEMPORARY WAIVER OF THIS POLICY

- 8.1** This policy may be partly or wholly waived by the Municipal Council on temporary or permanent basis.
- 8.2** Notwithstanding Clause 8.1 the Municipal Manager may under circumstances of emergency temporarily waive this policy subject to reporting of such waiver to Council and Local Labour Forum.

9. AMENDMENT AND OR REPEAL OF THIS POLICY

- 9.1** This policy may be partly or wholly amended by the Council

10. VIOLATION OR NON – COMPLIANCE WITH THIS POLICY

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

CPS/P290
CR 140/26/05/2022



MR. L. MATIWANE
MUNICIPAL
MANAGER



CLLR S. DINGENELA
HON. MAYOR



CLLR N NGWANYA
HON. SPEAKER

**CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS AS PER SCHEDULE (2) OF
MUNICIPAL SYSTEMS ACT 32 OF 2000, AS AMENDED.**

TABLE OF CONTENTS

1	DEFINITIONS.....	229
2	GENERAL CONDUCT.....	229
3	COMMITMENT TO SERVING THE PUBLIC INTEREST	229
3	PERSONAL GAIN	229
5	DISCLOSURE OF BENEFITS.....	230
6	UNAUTHORISED DISCLOSURE OF INFORMATION	230
7	UNDUE INFLUENCE.....	230
9	COUNCIL PROPERTY	231
10	PAYMENT OF ARREARS.....	231
11	PARTICIPATION IN ELECTIONS	231
12	SEXUAL HARASSMENT	231
13	REPORTING DUTY OF STAFF MEMBERS.....	231
14	BREACHES OF CODE.....	231

1 DEFINITIONS

In this Schedule “partner” means a person who permanently lives with another person in a manner as if married.

“Act” means Local Government: Municipal Systems Act 2000 (Act 32 of 2000)

2 GENERAL CONDUCT

A staff member of a municipality must at all times—

- 2.1. Loyally execute the lawful policies of the municipal council;
- 2.2. perform the functions of office in good faith, diligently, honestly and in a transparent manner;
- 2.3. act in such a way that the spirit, purport and objects of section 50 are promoted;
- 2.4. act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
- 2.5. act impartially and treat all people, including other staff members, equally without favour or prejudice.

3 COMMITMENT TO SERVING THE PUBLIC INTEREST

A staff member of a municipality is a public servant in a developmental local system, and must accordingly—

- 3.1. implement the provisions of section 50(2);
- 3.2. foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
- 3.3. promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
- 3.4. obtain copies of or information about the municipality’s integrated development plan, and as far as possible within the ambit of the staff member’s job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;
- 3.5. participate in the overall performance management system for the municipality, as well as the staff member’s individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

3 PERSONAL GAIN

- 3.1. A staff- member of a municipality may not—
 - 3.1.1. use the position or privileges of a staff member or confidential information obtained as a staff member for private gain or to improperly benefit another person; or
 - 3.1.2. take a decision on behalf of the municipality concerning a matter in which that staff member or that staff member’s spouse, partner or business associate, has a direct *or* indirect personal or private business interest.
- 3.2. Except with the prior consent of the council of a municipality a staff member of the municipality may not—
 - 3.2.1. be a party to a contract for—

- 3.2.1.1. the provision of goods or services to the municipality; or
- 3.2.1.2. the performance of any work for the municipality otherwise than as a staff member;
- 3.2.2. obtain a financial interest in any business of the municipality; or
- 3.2.3. be engaged in any business, trade or profession other than the work of the municipality.

5 DISCLOSURE OF BENEFITS

- (1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member acquired or stands to acquire any direct benefit from a contract concluded with the municipality must disclose in writing full particulars of the benefit to the council.
- (2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

6 UNAUTHORISED DISCLOSURE OF INFORMATION

- (1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.
- (2) For the purpose of this item “privileged or confidential information” includes any information—
 - a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
 - b) discussed in closed session by the council or a committee of the council;
 - c) disclosure of which would violate a person’s right to privacy; or
 - d) declared to be privileged, confidential or secret in terms of any law.
- (3) This item does not derogate from a person’s right of access to information in terms of national legislation.

7 UNDUE INFLUENCE

JA staff member of a municipality may not-

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

8 REWARDS, GIFTS AND FAVOURS

- 1. A staff member of a municipality may not request, solicit or accept any reward, gift or favour for-

- a) persuading the council of the municipality or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
 - b) making a representation to the council, or any structure or functionary of the council;
 - c) disclosing any privileged or confidential information: or
 - d) doing or not doing anything within that staff member's powers or duties
2. A staff member must without delay report to superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of sub-item (1)

9 COUNCIL PROPERTY

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

10 PAYMENT OF ARREARS

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

11 PARTICIPATION IN ELECTIONS

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

12 SEXUAL HARASSMENT

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

13 REPORTING DUTY OF STAFF MEMBERS

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

14 BREACHES OF CODE

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

DISCIPLINARY STEPS (section 29 of Municipal Systems Amendment Act 44 of 2003)

- 14A. (1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach
- (2) Such other disciplinary steps may include-
- a) suspension without pay for no longer than three months;
 - b) demotion;
 - c) transfer to another post;
 - d) reduction in salary, allowances or other benefits: or
 - e) an appropriate fine."

SIGNED AND ACCEPTED BY THE EMPLOYEE-----

DATE: -----

SIGNED BY THE MUNICIPAL MANAGER ON BEHALF OF THE COUNCIL

DR DCT NAKIN
MUNICIPAL MANAGER

DATE: -----

CPS/P291
CR 140/26/05/2022

MR. L. MATIWANE
MUNICIPAL
MANAGER

CLLR S. MNGENELA
HON. MAYOR

CLLR N NGWANYA
HON. SPEAKER

SUBSISTENCE & TRAVEL POLICY

TABLE OF CONTENTS

1	OBJECTIVES.....	234
2.	RESPONSIBILITIES OF REPRESENTATIVES WHO TRAVEL ON BUSINESS OF THE MUNICIPALITY	234
3.	SUBSISTENCE ALLOWANCE	235
4.	ENTITLEMENT TO A SUBSISTENCE AND TRAVEL ALLOWANCE	235
5.	ACCOMMODATION COSTS.....	235
6.	SUBSISTENCE ALLOWANCE	238
7.	CAR RENTAL, AIR TRAVEL AND OTHER TRAVEL COSTS.....	238
8.	SUBSISTENCE AND TRAVEL ALLOWANCES FOR PERSONS	240
	INVITED FOR INTERVIEWS AND ANY OFFICIAL MUNICIPAL.....	240
	BUSINESS.....	240
9.	AUTHORISATION OF OFFICIAL TRIPS TO BE UNDERTAKEN	241
10.	ATTENDANCE OF CONFERENCE, WORKSHOP OR MEETING	241
11.	APPROVAL SUBSISTENCE AND TRAVELLING CLAIMS	242
12.	PROCEDURES FOR CLAIMS AND PAYMENT THEREOF	242
13.	GENERAL PROVISIONS OF THIS POLICY	244
	ANNEXURE “B”.....	245
14.	LEGAL REQUIREMENTS	245
15.	COMMENCEMENT	245
16.	INTERPRETATION OF THIS POLICY	245
17.	PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS	245
	POLICY.....	246
18.	COMPLIANCE AND ENFORCEMENT	246
19.	AMENDMENT AND/OR ABOLITION OF THIS POLICY	246
	ANNEXURE “A”	247
	ANNEXURE “B”.....	247

1 OBJECTIVES

- 1.1. It is essential that representatives of the Municipality from time to time travel to other cities, towns and areas in order to establish and maintain links and relationships with other municipalities, government bodies, and other parties, institutions and organizations operating in the sphere of local government and other spheres. It is important for representatives to broaden their knowledge and understanding of and compare local experiences in local government transformation, innovation and change in the rest of the Country, and this can effectively be done only through the medium of personal contact with a wide range of local government stakeholders and other role players.**
- 1.2. This policy sets out a basis for approval of undertaking of trips and payment of a subsistence and travel allowance for the purposes of such official travelling.**

1.3 DEFINITIONS

- 1.3.1 For the purposes of this policy, a representative and/or functionary shall mean:**
 - 1.3.1.1 Mayor**
 - 1.3.1.2 Chief Whip**
 - 1.3.1.3 Speaker**
 - 1.3.1.4 Member of the Executive committee**
 - 1.3.1.5 Other members of Council specifically authorized to represent the Municipality on a particular occasion.**
 - 1.3.1.6 Municipal Manager**
 - 1.3.1.7 Members of the Management Team (the General Managers & Middle Managers)**
 - 1.3.1.8 Any other official specifically authorized to represent the Municipality on a particular occasion**
 - 1.3.1.9 Any official who is a member of a recognized professional institution and is granted permission to attend a meeting and conference of such institution.**
- 1.3.2 For the purposes of this policy, core functions/activities or programmes shall mean those functions/activities or programmes for a local municipality of Matatiele, and/or appear on the respective Schedules of the Constitution of the Republic of South Africa, of 1996.**

2. RESPONSIBILITIES OF REPRESENTATIVES WHO TRAVEL ON BUSINESS OF THE MUNICIPALITY

- 2.1. Every representative who travels on the business of the municipality must comply with this policy in letter and in spirit.**
- 2.2. Representatives who travel on the business of the Municipality must appreciate, at all times, that they are ambassadors for the Municipality, that their actions, conduct and statements must be in the best interests of the Municipality, and that they must comply with any specific mandates they have been given.**
- 2.3. In consistency with the Municipality's performance monitoring and evaluation objectives, the Municipal Manager will ensure that a database of all representatives and official travelling is kept.**

3. SUBSISTENCE ALLOWANCE

- 3.1. A subsistence is an amount of money as contemplated in Section 6 paid by the Municipality to a representative to cover the following expenses:**
 - 3.1.1. Meals, excluding gratuities, except where meals are included in the accommodation rate; and**
 - 3.1.2. Incidentals such as refreshments, snacks, drinks and newspapers.**
- 3.2. A subsistence allowance does not cover any personal recreation, such as visits to a cinema, theatre or nightclubs, or sightseeing including food and entertainment of any third party which may be from another organization, friend, relative, family member or colleague from another institution at the cost of the Municipality.**
- 3.3. The municipality desist from payment of Subsistence Allowance for non – core functions/activities or programmes to give effect to provisions of the applicable laws/instructions issued to all public organisations and/or government entities in this regard from time to time.**

4. ENTITLEMENT TO A SUBSISTENCE AND TRAVEL ALLOWANCE

- 4.1 A representative may claim a daily subsistence allowance as provided for in this policy on the understanding that all authorized personal expenses are covered by the subsistence allowance.**
- 4.2 No further expenses, with the exception of certain business expenses such as travel and accommodation expenses (see below), may be claimed.**
- 4.3 The subsistence allowance may be claimed only if the necessary authorization for a trip has been obtained, and if the appropriate form has been completed and submitted by the claimant.**
- 4.4 Entertainment of external business associates or contacts or clients or potential investors or potential clients fall outside the scope of the subsistence allowance and will be separately reimbursed (subject to prior approval where applicable).**
- 4.5 If a representative of the Municipality has an entertainment allowance, this entertainment of external business associates or contacts or other parties must be claimed against the entertainment allowance.**
- 4.6 A representative of the Municipality must claim his or her subsistence allowance, as provided in this policy, after returning from any official trip.**
- 4.7 No subsistence allowance will be paid, and no representative will be entitled to a subsistence allowance, if the trip or travel is not related to the official business of the Municipality.**
- 4.8 All travel on business of the Municipality must be approved as such before a representative is entitled to a subsistence allowance.**

5. ACCOMMODATION COSTS

- 5.1. Representatives who travel on the business of the Municipality, where the business unavoidably entails one or more nights to be spent away from home, may stay in a hotel, motel, guesthouse or bed & breakfast establishment and lodge subject to provision of all meals through the accommodation and descent hospitality facilities and service standards being met.**

- 5.2. The actual cost of accommodation will be borne by the Municipality and for the purpose of this policy travellers/representatives will be divided in to three categories namely A, B and C.**
- 5.3. The Categories A and B representatives are as follows:**
- 5.3.1 Category A**
- 5.3.1.1 The Mayor**
 - 5.3.1.2 The Speaker**
 - 5.3.1.3 The Chief Whip**
 - 5.3.1.4 The Members of the Executive Committee**
 - 5.3.1.5 Chairpersons of Section 79 committees**
 - 5.3.1.6 The General Managers**
 - 5.3.1.7 The Municipal Manager**
 - 5.3.1.8 The Members of Management Team**
 - 5.3.1.9 The Members of Council**
- 5.3.2 Category B**
- 5.3.2.1 Any other representative or traveller not mentioned in the above list of categories automatically falls on this Category (Category B, except for the personnel that are solely responsible to render personal security to the political office bearers as provided for in terms of the promulgated and/or applicable Upper Limits on Salaries and Allowances approved by the Minister for CoGTA, which for the purpose of this policy shall be treated as representatives falling under Category A).**
- 5.4. A Category A representatives may in terms of Annexure “B” use up to a four (4) star - accommodation, to a maximum of two thousand five hundred rand, respectively, and where financially feasible, viable, reasonable and affordable accommodation may be provided irrespective of the entitlement to a particular grade of accommodation, but if four (4) - star accommodation is not available, then the next lowest grade of accommodation available shall be used respectively.**
- 5.5. A Category B representatives may in terms of Annexure “B” use up to a three (3) – star accommodation or accommodation to a maximum of two thousand rand respectively, and where financially feasible, viable, reasonable and affordable accommodation may be provided irrespective of the entitlement to a particular grade of accommodation, but if three (3) - star accommodation is not available, then the next lowest grade of accommodation available shall be used respectively.**
- 5.6. Notwithstanding 5.3 to 5.5 above, if representatives or travellers from different categories are travelling together, the requirements of this policy must still be adhered to, unless there will be additional costs to be incurred as a result of enforcement of the requirements of this policy, which will outweigh the costs of sharing the same accommodation facility.**
- 5.7. Accommodation shall be provided on a “dinner, bed and breakfast” basis, all inclusive (as per 5.4, 5.5, & 5.6).**

- 5.7.1** If dinner or breakfast is not available at the establishment, the Municipal Manager or any authorised person may authorise the payment of a supplementary subsistence allowance on an “ad hoc” basis in such amount as he deems appropriate to cover the costs of such meals.
- 5.8.** All accommodation must, unless it is impractical to do so, be reserved through a travel agent appointed by the Municipality for this purpose.
- 5.9.** If a representative stay with a relative or friend, no accommodation allowance may be claimed, but the representative may claim a subsistence allowance as provided for in clause No 6.3.
- 5.10.** The permissible cost of accommodation allowances for international travel shall be an amount determined by the Municipal Manager on an “ad hoc” basis within the spirit of this policy.
- 5.11.** For purposes of this policy, domestic travel shall mean travel within South Africa, and international travel shall mean travel to any country outside the borders of South Africa.
- 5.12.** If a representative requires special accommodation facilities due to such representative suffering from any disability, the Municipal Manager or an authorized person may authorise such additional expenditure as may be required to cover additional costs associated with such special facilities.
- 5.13.** Tips or gratuities to any service attendant shall be treated as a private or personal expense and therefore shall not form part of the municipal account.
- 5.14.** Any other cost not included in the quotation voucher shall be treated as private or personal expense and therefore shall not form part of the municipal account.
- 5.15.** Cost of meals shall not exceed the approved amount as per the quotation voucher and therefore any additional expense shall be liability of the representative or traveller concerned.
- 5.16.** The cost of meals shall be based on the market related rates as obtained from one food provider to another and shall not exceed the tariff the stipulated in Annexure “A”.
- 5.17.** The travel agent concerned shall advise the Municipal traveller or representative concerned by way of sms about all details of travel and accommodation including the geographical information related to the trip concerned, 24 hours or sooner prior to undertaking of a trip after authorization of booking within the Municipality.
- 5.18.** The travel agent/service provider shall be managed within the Corporate Service Department.
- 6. SUBSISTENCE ALLOWANCE PROCESSING**
- 6.1.** A daily subsistence allowance determined by the Municipality from time to time as contained in Annexure “A” of this policy will be payable to any municipal representative or traveller.
- 6.2.** A daily subsistence allowance rate mentioned in clause 6.1 will not be payable for meetings or sessions held within the area of jurisdiction of the Matatiele Local Municipality.

- 6.3. A daily accommodation allowance rate determined by the Municipality from time to time as contained in Annexure “A” of this policy will be payable to any municipal representative or traveller who decides to use privately organized accommodation other than the officially organized one.
- 6.4. A daily accommodation allowance rate will not apply in respect of any meeting or session held within the area of jurisdiction of the Matatiele Local Municipality.
- 6.5. The recoverable cost of subsistence allowances for international travel shall be in an amount determined by the Council on an “ad hoc” basis, based on the applicable SARS provisions in this regard.
- 6.6. For the purposes of this policy, any travel to the common monetary areas of SADC shall be deemed as international travel subject to sub clause 6.5 above.
- 6.7. Other costs resulting from an official travelling outside the Republic of SA, such as visa applications will be met by the Council, provided that: -
 - 6.7.1 Prior approval is obtained from the Council,
 - 6.7.2 Claims are reasonable,
 - 6.7.3 Claims are substantiated by documentary proof, and
 - 6.7.4 The payment of the claim will not result in the official being out of pocket or enriched at the expenses of the council.
- 6.8. In the case of both domestic and international travel, the day of departure and the day of return each night spent away shall qualify for a subsistence allowance.
- 6.9. The Subsistence allowance payment shall be paid through the payroll and subjected to the taxation requirements of the Municipality once per month or on monthly basis.
- 6.10. No subsistence and travelling allowance should be claimed after the three (3) months has ended from the first month following the month when subsistence and travelling allowance work was done, unless a motivation approved by the Municipal Manager is submitted to Human Resources Management Unit.
- 6.11. Subsistence and travelling allowance for June shall be paid in July and failure to submit a subsistence and travelling allowance claim in July will lead to the lapse of that subsistence and travelling allowance, unless a motivation approved by the Municipal Manager is submitted to Human Resources Unit.
- 6.12. Subsistence and Travelling allowance claims must be made once a month.

7. CAR RENTAL, AIR TRAVEL AND OTHER TRAVEL COSTS

- 7.1. The category A representatives or travellers will be eligible to hire “C” group vehicles, unless it is more cost-effective to hire a more expensive vehicle (for example, when the number of representatives involved could justify the hire of a micro-bus).
 - 7.7.1. Category B representatives or travellers will be eligible to hire “B” group vehicles, unless it is more cost-effective to hire a more expensive vehicle (for example, when the number of representatives involved could justify the hire of a micro-bus).
- 7.2. Car rental must be approved as part of the travel package before the trip is embarked on.

- 7.3. A representative who rents a vehicle on emergency basis, whilst travelling on the business of the Municipality without having received prior authorization will only be reimbursed for the cost of the vehicle rental if proof of expenditure can be produced and the representative can demonstrate that vehicle rental was reasonably but unexpectedly necessitated by the circumstances.
- 7.4. All flights by representatives of the Municipality shall be in terms of annexure “B” unless, in the case of emergencies, another class of travel is specifically authorized, by the Mayor in the case of travel by the Municipal Manager, and by the Municipal Manager in the case of travel by other Councillors and officials of the Municipality unless in emergency circumstances do not permit.
- 7.5. Wherever possible, the best airways Service Provider shall be used for air travel, but be in consideration of the provisions of annexure “B”.
- 7.6. Reservations for rental cars and air travel must be made through a travel agent appointed by the Municipality for this purpose.
- 7.7. If a representative has to utilise his or her personal motor vehicle outside the boundaries demarcated for the Municipality, he or she will:
- 7.7.1. If he or she does not have a fixed monthly traveling allowance, be reimbursed at the applicable rate prescribed by the Department of Transport from time to time.
- 7.7.2. If he or she has a fixed monthly traveling allowance, be reimbursed at a flat rate determined by the Department of Transport for privately owned vehicles based on the engine capacity of the vehicle and subject to deduction of non-claimable monthly kilometres as may be provided for in any piece of legislation or regulations.
- 7.7.3. The payment of a fixed monthly travelling allowance shall be suspended without any period of grace; if a municipal official earning a fixed monthly travelling allowance is without possession of a vehicle for a period exceeding three consecutive months in any given time.
- 7.8. The distance to which the reimbursement applies, must be the shortest distance between the Municipality’s offices and the location where the official business is to be transacted.
- 7.9. Private vehicles may be used only in the absence of other suitable transport or if the use of private vehicles would be cheaper than using other means of transport.
- 7.10. A person entitled to claim for reimbursement of transport costs in terms of this policy is required to use any vehicle whose engine capacity does not exceed 5 litre-engine, should a person use a vehicle whose engine capacity exceeds 5 litres, will be reimbursed at the rate applicable to a 5 litre- engine capacity as provided by the Department of Transport from time to time.
- 7.11. A person may use any vehicle registered with the Department of Transport in South Africa regardless of ownership provided that a person concerned is a licensed Driver of that vehicle.
- 7.12. It will be incumbent upon the Municipal official concerned to verify the factual usage of the vehicle in respect of which transport claim is made against.

- 7.13. When a private vehicle is used, by Officials/Councillors/Participating Traditional Leader receiving fixed traveling allowance shall be required to complete a log book provided by the Municipality for the trip, detailing the date, vehicle registration number, opening odometer reading, closing odometer reading, the point of departure and point of arrival and distance travelled; and all details required and each log sheet must be signed off by the driver and his/her supervisor.
- 7.14. Where possible representatives must travel together, up to a maximum of four in a vehicle, to minimize travelling expenses.
- 7.15. If it is not practical to use rental cars, air travel or private vehicles, or if the use of such modes of transport would, in the opinion of the Municipal Manager or authorized person, entail excessive expense, the Municipal Manager may require that alternative forms of transport, such as busses and trains, be used, subject to such conditions and limitations as the Municipal Manager may on an “ad hoc” basis stipulate.
- 7.16. If a representative requires special travel facilities due to such representative suffering from any disability, the Municipal Manager or authorized person may authorise such additional expenditure as may be required to cover additional costs associated with such special facilities.
- 7.17. If a person who chooses to use road transport with the privately owned vehicle the person shall be reimbursed the lesser of the costs of driving to the destination or flying to the destination.
- 7.18. If travelling with a privately owned vehicle requires additional time, then the person concerned shall make necessary arrangements in terms of applying for necessary leave of absence.
- 7.19. Any person receiving a fixed monthly traveling allowance is not entitled to drive a municipal vehicle; unless there is a prior authorization by the Municipal Manager or authorized person under exceptional circumstances.
- 7.20. The category B Municipal travellers or representatives will be considered for the affordable means of transport e.g. flights and so on.

8. SUBSISTENCE AND TRAVEL ALLOWANCES FOR PERSONS INVITED FOR INTERVIEWS AND ANY OFFICIAL MUNICIPAL BUSINESS

- 8.1. No subsistence costs will be paid to any candidate invited for an interview, if distance travelled to and from is less than 30 km unless any other policy or Council resolution provides otherwise.
- 8.2. No subsistence costs will be paid to any person invited for/attending any official municipal business, if distance travelled to and from is less than 30 km unless another policy or Council resolution provides otherwise.
- 8.3. The outsiders will be reimbursed at a rate determined by SARS from time to time as contained in Annexure “A” of this policy.
- 8.4. The Subsistence and Travel expenses for outsiders will be defrayed from a budgetary provision set aside for this purpose.

9. AUTHORISATION OF OFFICIAL TRIPS TO BE UNDERTAKEN

9.1. For purposes of implementing this policy:

- 9.1.1. Only the Municipal Manager may authorise any travel to be undertaken by General Managers;**
- 9.1.2. General Managers may authorise travel for Managers/ Heads of Unit.**
- 9.1.3. General Managers will recommend travelling for staff in their departments for trips outside the boundaries.**
- 9.1.4. Middle Managers and Head of Department shall check/recommend and authorize respectively travelling for the staff falling within their Units for trips within the boundaries of the Municipality.**
- 9.1.5. Travel by the Municipal Manager may be approved by the Mayor on the recommendation of the Chief Financial Officer;**
- 9.1.6. Travel by the Speaker shall be authorised by the Municipal Manager on the recommendation of the Mayor.**
- 9.1.7. Travel by the Mayor shall be authorised by the Municipal Manager on the recommendation of the Speaker;**
- 9.1.8. Travel by other Councillors except the members of the Executive Committee may be authorised by the Municipal Manager on the recommendation of the Speaker.**
- 9.1.9. Travel by the members of the Executive Committee shall be authorized by the Municipal Manager on recommendation by the Mayor.**
- 9.2. Notwithstanding 9.1, travel may be authorized only if provision for such travel is made in the applicable relevant budget.**
- 9.3. An invitation to attend a workshop, meeting or related event is not an automatic authorization to attend such workshop or event.**
- 9.4. Authorization must still be obtained as required in terms of the entirety of section 9.1. and a copy of such invitation must always be attached to the trip authorization form irrespective of whether a privately owned or a Municipal vehicle will be used.**

10. ATTENDANCE OF CONFERENCE, WORKSHOP OR MEETING

- 10.1. Council delegates or representatives to any conference, workshop or meeting must ensure that they arrive on time and attend until the conclusion of such event.**
- 10.2. If any representative fails to do so, Mayor or the Municipal Manager, as the case may be, may recover all allowances and disbursements paid to enable such delegate or representative to attend such event, provided that such delegate or representative is afforded the opportunity to submit reasons for not being able to be present from the commencement to conclusion of such event.**
- 10.3. Travelling by the Personal Assistants including Secretaries and Departmental Secretaries for the purpose of rendering of any logistical, secretarial or administrative support to their principals or bosses during the travel is completely forbidden.**

10.4. Municipal travellers or representatives who possess private vehicles will be permitted to use their private vehicles for undertaking of official trips as a cost cutting measure.

10.5. Use of private vehicles by employees below managerial level will only be allowed when authorizations for such have been granted following compelling reasons to use such vehicles.

10.6. As a matter of policy and principle the ordinary work station of any Municipal representative will be a point of departure or a departing point for any official travelling purpose.

10.7. Notwithstanding that some municipal representative receives monthly travelling allowance, mini buses or busses will be used as a means of transport for Municipal Representatives or Travellers relatively in larger numbers for cost reduction purposes.

11. APPROVAL SUBSISTENCE AND TRAVELLING CLAIMS

11.1. Only the Municipal Manager shall approve any S&T Claim/s submitted by the General Managers.

11.2. General Managers shall recommend any S&T Claim/s submitted by the Departmental staff.

11.3. Managers shall check any monthly S&T Claim submitted by the staff in their units.

11.4. Managers/Head of Units shall monitor any monthly S&T Claim/s submitted by their staff members within their units to ensure compliance with the requirements of this policy.

11.5. S&T Claim/s submitted by the Municipal Manager shall be approved by the Mayor on recommendation of the Chief Financial Officer;

11.6. S&T Claim/s submitted by the Speaker shall be approved by the Municipal Manager on recommendation of the Mayor.

11.7. S&T Claim/s submitted by the Mayor shall be approved by the Municipal Manager on the recommendation of the Speaker;

11.8. S&T Claim/s submitted by other Councillors other than members of the Executive Committee shall be approved by the Municipal Manager on the recommendation of the Speaker.

11.9. Notwithstanding 11.1, travel may be authorised only if provision for such travel is made in the applicable and relevant budget.

11.10. Subsistence and Travelling claim from work station to another including out-reach visits as well as project visits should be accompanied by the meeting attendance/ project visit register and where necessary meeting invitation must be attached as well.

12. PROCEDURES FOR CLAIMS AND PAYMENT THEREOF

12.1. Subject to the provisions of section 10, the General Manager: Corporate Services may prescribe procedures (including time limitations) and forms for:

12.1.1. The application for authorisation to travel;

12.1.2. The claiming of subsistence allowances and expenses;

12.1.3. The making of reservations;

- 12.1.4. A privately owned vehicle log book;
12.1.5. Any other matter or thing which is necessary in order to give effect to the provisions of this policy.
- 12.2. Such procedures must be recorded in writing and made available to staff and Councillors.
- 12.3. The General Manager: Corporate Services may amend, withdraw, substitute or supplement such procedures and forms.
- 12.4. All such procedures in force at any time shall be deemed to form part of this policy at such time.
- 12.5. A copy of the meeting invitation or the agenda / part of the agenda or programme for the event to be attended by the representative must be attached to a copy of a completed trip authorization form.
- 12.6. A copy of a trip authorization with its annexure/s must be attached to any S&T Claim form.
- 12.7. A copy of the relevant extract from the log book, in the case of the use of a private vehicle, shall be submitted when a claim is made for travel reimbursement signed by both the claimant and his/her immediate Superior.
- 12.8. Claims for toll and parking fees must be accompanied by valid receipts issued by the toll or parking authority.
- 12.9. Claims may be submitted by a representative only once a month, after that representative has completed all of his/her trips for the month,
- 12.10. The representative must submit subsistence and travel claims within 3 days at the end of each month.
- 12.11. S & T claims not submitted in the month of business immediately following the month of travel must be accompanied by a motivation signed by the claimant concerned.
- 12.12. All S&T claims not submitted within a period of three (3) consecutive and non – consecutive months following the month of undertaking of travelling shall be forfeited with no recourse for entertainment of reclaim.
- 12.13. Notwithstanding Clause No 12.11, all S&T claims not submitted within the same financial year except the claim pertaining to the last month of the financial year will be automatically forfeited.
- 12.14. Recommendation and approval transactions shall be performed in the Department in which the employee is attached to irrespective of the reason for official travelling.
- 12.15. The S&T expenses of any Municipal Traveller or Representative shall be defrayed from the relevant vote of the department in which the employee or Traveller is appointed or attached respectively, irrespective of the reason for official travelling.
- 12.16. Reimbursements for travel claims and subsistence allowances shall be made through normal monthly payroll, and shall be subject to any deductions that may be required for tax purposes.

12.17. Only the General Manager: Corporate Services on the recommendation of the Manager: Human Resources Management may approve traveling claim by candidates attending employment interviews in full compliance with this policy.

12.18. Claimants shall submit one claim per vehicle used in each month of business.

12.19. One log sheet shall be completed per vehicle within one log book.

12.20. A copy of a completed log sheet signed by both the Municipal Representative and Traveller using a privately owned vehicle and his/her supervisor or immediate superior must be attached to the subsistence and travelling claim.

12.21. Use and completion of the log books by all municipal representatives or travellers using privately owned vehicles for official travelling is compulsory for integrity purposes.

13. GENERAL PROVISIONS OF THIS POLICY

13.1 Travelling from the place of dwelling or home to the work place shall not constitute official travelling in respect of all functionaries of the Municipality.

13.2 The work place for all functionaries shall ordinarily be the municipal offices as situated in Matatiele, Cedarville or Maluti unless other conditions of service stipulate otherwise.

13.3 No claim shall be made for travelling from home or place of dwelling to the workplace or to any official destination except under exceptional circumstances pertaining to a unique situation subject to approval by the Municipal Manager.

13.4 Notwithstanding the requirements of this section, Ward Support Assistant will be eligible to claim for travelling between the Ward and the work place or any official destination subject to authorization of the official trip in question, provided that the centre of the ward concerned is outside a radius of 20 km from the main offices of the Municipality.

13.5 Employees not receiving monthly travelling allowance and falling within the threshold of TASK Grade 11 through 14 may be allowed to use their own private vehicles for official travelling at their own risk, subject to normal official trip authorization.

13.6 Official Travelling within the area of jurisdiction of Matatiele Local Municipality shall not require any official trip authorization except on Municipal vehicles as well as for employees falling within TASK grade 10 and below.

13.7 Laundry costs shall be covered by the Municipality for any official stay in excess of consecutive five (5) nights of stay subject to costs not exceeding an amount contained in Annexure "A" of this policy.

13.8 Laundry costs shall be claimed together with the general S&T expenses subject to submission of a proof of payment.

13.9 Where the municipality has centrally organised an event, e.g. strategic planning workshop, for a group of municipal functionaries, all functionaries will be accommodated at the Centrally organised accommodation facility, regardless of categories appearing on

ANNEXURE "B".

- 13.10** Municipal functionaries or representatives from Category B may be required to share accommodation provided there is a group booking arrangement.
- 13.11** Municipal functionaries or representatives from Category B may be required to share accommodation room provided there is a group booking arrangement.
- 13.12** Under exceptional circumstances the Municipal Manager shall approve deviation from the prescripts of this policy on good cause.

14. LEGAL REQUIREMENTS

- 14.1** In terms of the applicable circulars and Section 66 of the Municipal Finance Management Act No. 56 of 2003 the accounting officer of the Municipality must report to the council, in the format and for the periods prescribed, all expenses relating to staff salaries, allowances and benefits, separately disclosing (inter alia) travel, subsistence and accommodation allowances paid.

15. COMMENCEMENT

- 15.1** This Policy will come into effect on the date of adoption by Council.

16. INTERPRETATION OF THIS POLICY

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

18. PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY

- 17.1** This policy may be partly or wholly waived or suspended by the Municipal Council on temporary or permanent basis.
- 17.2** Notwithstanding clause No. 17.1 the Municipal Manager may under circumstances of emergency temporarily waive this policy subject to reporting of such waiver or suspension to Council and Labour Forum

18. COMPLIANCE AND ENFORCEMENT

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

18.2 It will be the responsibility of Council to enforce compliance with this policy.

18.3 All benefits accruing from the use of various service providers contemplated in this policies to the Users shall not be prohibited by the Municipality.

19. AMENDMENT AND/OR ABOLITION OF THIS POLICY

19.1 This policy may be amended or repealed by Council as it may deem necessary

ANNEXURE "A"

No.	ITEM	AMOUNT	Condition
1.	Breakfast	R250.00 (Maximum)	If the booking is not provided for in terms of clause no. 5.8 of the policy.
2.	Lunch	R350.00 (Maximum)	Where the municipality would have to cater for that traveller for that day.
3.	Dinner	R350.00 (Maximum)	If the booking is not provided for in terms of clause no. 5.8 of the policy
4.	Daily subsistence Allowance	Applicable SARS rate for SA.	Determined and/condoned by Council.
5.	Daily Accommodation Allowance	R1000.00	Provided that the Municipality was intending to provide the accommodation.
6.	Per KM travelling rate for outsiders	Applicable SARS rate for SA.	Determined and/condoned by Council.
7.	Laundry cost	A maximum of R200.00 per night from the sixth night.	Laundry costs may be covered from the 3 rd night, on exceptional or specific conditions.

ANNEXURE "B"

ITEM	CATEGORY A	CATEGORY B
Accommodation	Up to a Max costs not exceeding R2 500 per night	Up to a Max costs not exceeding R2000 per night
Applicable modes of transport	Flight (Economy Class)	Flight may not be an option, unless the distance is more than 1000 KMs for single trip and situation prevalent. Should flight be an option, the Municipal Manager shall consider and approve, and such flight, must be a budget flight.
Type of transport	Privately owned vehicle.	Municipal vehicle/Public transport.
Car hire	Group "C" Max capacity of 1.6 with air conditioner. Maximum daily rate.	Shuttle services or Group "B" Max capacity of 1.4 with air conditioner. Maximum daily rate.

CPS/P292
CR 140/26/05/2022



MR. L. MATIWANE
MUNICIPAL
MANAGER



CLLR S. MXGENELA
HON. MAYOR



CLLR N NGWANYA
HON. SPEAKER

TERMINATION OF SERVICE POLICY

TABLE OF CONTENTS

1	PURPOSE	250
2	APPLICATION OF THIS POLICY	250
3	LEGAL FRAMEWORK AND REQUIREMENTS	250
4	GROUND FOR TERMINATION OF SERVICES	250
5	GENERAL PROVISIONS FOR EFFECTING TERMINATION OF SERVICES	251
5.1	Death	251
5.2	Medical Boarding/incapacity on grounds of ill health	251
5.3	Dismissal/incapacity on grounds of poor performance	251
5.4	Unsuccessful probation /non confirmation of employment after probation	252
5.5	Retrenchment/termination of services on grounds of operational requirements	252
5.6	Expiry of a contract of employment	252
5.7	Section 197 LRA transfers	252
5.8	Voluntary Resignation	252
5.9	Retirement	253
5.10	Imprisonment	253
6	GENERAL PROVISIONS FOR MANAGING TERMINATION OF SERVICE	253
7	GENERAL PROVISIONS IN RESPECT OF THIRD PARTIES	253
8	COMMENCEMENT OF THIS POLICY	255
9	INTERPRETATION OF THIS POLICY	255
10	PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY	255
11	AMENDMENT AND/OR ABOLITION OF THIS POLICY	255
12	COMPLIANCE AND ENFORCEMENT	255

1 PURPOSE

- 1.1 To ensure that a structured, standardized and correct approach and process are followed to ensure effective management and control of termination of service within Matatiele Local Municipality.**
- 1.2 To provide a framework for management of termination of employees' services within the municipality**
- 1.3 To provide rules, regulations and procedures for transacting termination of services**
- 1.4 To promote a culture of efficient and effective practices in respect of termination of service**
- 1.5 To usher in measures of control, checks and balances in the management of termination of services.**

2 APPLICATION OF THIS POLICY

- 2.1 The policy is applicable to all employees who are employed on a Permanent basis and Fixed Term Contract ("FTC") and those who report directly to the Municipal Manager.**
- 2.2 This policy shall apply to non-permanent employees of the Municipality.**
- 2.3 This policy shall apply to experiential training personnel of the Municipality.**

3 LEGAL FRAMEWORK AND REQUIREMENTS

- 3.1 This policy is premised on the provisions and requirements of the Labour Relations Act ("LRA") 66 of 1995 and the codes of good practice published in terms of the LRA.**
- 3.2 This policy is also premised on the provisions and requirements of the BCEA – Basic Conditions of employment Act No, of 75 of 1997**
- 3.3 This is further premised on the provisions and requirements of the individual contract of employment in so far as those terms and conditions of employment are not in contravention of the applicable labour laws of the Country**

4 GROUNDS FOR TERMINATION OF SERVICES

- 4.1 An employee's service shall be terminated on the following grounds:**
 - 4.1.1 Death**
 - 4.1.2 Medical Boarding/incapacity on grounds of ill health**
 - 4.1.3 Dismissal/incapacity on grounds of poor performance**
 - 4.1.4 Unsuccessful probation /non confirmation of employment after or during probation period**
 - 4.1.5 Retrenchment/termination of services on grounds of operational requirements**
 - 4.1.6 Expiry of a contract of employment**

- 4.1.7 Section 197 of the Labour Relations Act No 66 of 1995 transfers
- 4.1.8 Voluntary Resignation
- 4.1.9 Retirement
- 4.1.10 Imprisonment (reported or not) and not able to attend work for more than six months.

5 GENERAL PROVISIONS FOR EFFECTING TERMINATION OF SERVICES

5.1 Death

- 5.1.1 Upon death of an employee; the General Manager/Head of Department/Designee shall be notified by the family members or a staff member
- 5.1.2 The General Manager/Head of Department/Designee shall notify the Corporate Services Department of the death of an employee of the Municipality
- 5.1.3 A certified copy of a Death certificate shall be forwarded to the Human Resources Section.
- 5.1.4 The Human Resources Section shall have a direct liaison with the representative of the family of the deceased employee
- 5.1.5 The Human Resources Section must determine the rightful beneficiary/ies either by checking the nomination forms in the employee's personal file or obtain a Letter of Authority from the Magistrate
- 5.1.6 The Human Resources Section shall process all relevant claim forms in co-operation with the rightful beneficiary/ies
- 5.1.7 The Human Resources Section shall institute payment/s in lieu of annual leave days and other payable emoluments in favour of the nominated beneficiary
- 5.1.8 In the event that there is no agreement or consensus over the beneficiary for the receipt of the deceased estate from the Municipality the family of the deceased must approach the Court for a legal and a correct determination of the rightful beneficiary
- 5.1.9 The fate of the deceased employee's estate pertaining to the pensions and other investments shall be dealt with in terms of the applicable laws of the country

5.2 Medical Boarding/incapacity on grounds of ill health

- 5.2.1 The Medical Boarding and incapacity on grounds of ill health shall be dealt with in terms of the provisions of Schedule 8, item 10 and 11 of the Labour Relations Act No 66 of 1995.
- 5.2.2 The medical boarding or incapacity due to ill health shall also be dealt with in terms of the applicable Rules and regulations of the Retirement/Pension and Provident Fund

5.3 Dismissal/incapacity on grounds of poor performance

- 5.3.1 Dismissal/incapacity on grounds of poor performance shall be dealt with in terms of the provisions of Schedule 8, item 1, 2,3,4,5,6,7and 9 of the Labour Relations Act, No 66 of 1995

- 5.3.2 Dismissal / incapacity on grounds of poor performance shall also be dealt with in terms of the Collective Agreement on the Disciplinary Code
- 5.3.3 Dismissal / incapacity on grounds of poor performance shall also be dealt with in terms of the performance management policy of the Municipality
- 5.4 Unsuccessful probation /non confirmation of employment after probation
 - 5.4.1 Unsuccessful probation / non confirmation of employment after probation shall be dealt with in terms of the provisions of Schedule 8, item 8 of the Labour Relations Act, No 66 of 1995
 - 5.4.2 Unsuccessful probation / non confirmation of employment after probation shall also be dealt with in terms of the Employment Policy of the Municipality
- 5.5 Retrenchment/termination of services on grounds of operational requirements
 - 5.5.1 Retrenchment/termination of services on grounds of operational requirements shall be dealt with in terms of Section 189 of the Labour relations Act, No 66 of 1995
 - 5.5.2 This shall further be dealt with in terms of the applicable regulations of the Pension/Provident/Retirement Fund.
- 5.6 Expiry of a contract of employment
 - 5.6.1 Expiry of a contract of employment shall be dealt with in terms of Chapter 5, Section 36; 37; 38; 39 and 40 of the Basic Conditions of Employment Act, No 75 of 1997, and in terms of Local Government Regulations on appointment of Senior Managers reporting to the Municipal Manager and the Municipal Manager of 17 January 2014.
 - 5.6.2 This shall also be dealt with in terms of the requirements and the provisions of the employment contract itself.
- 5.7 Section 197 LRA transfers
 - 5.7.1 Section 197 LRA transfers shall be dealt with in terms of Section 197 of the Labour Relations Act, No 66 of 1995.
- 5.8 Voluntary Resignation
 - 5.8.1 Voluntary Resignation shall be dealt with in terms of Chapter 5, Section 36; 37; 38; 39; 40 and 41 of the Basic Conditions of Employment Act No 75 of 1997.
 - 5.8.2 An employee shall be required to serve a 30-day notice period preferably a calendar month as stipulated in the BCE Act or as stipulated in the fixed term contract.
 - 5.8.3 An employee shall not be allowed to take any annual leave during the notice period
 - 5.8.4 Any accumulated time off shall not be taken during the notice period
 - 5.8.5 By special arrangement the municipality and an employee may agree to a lesser notice period subject to agreed/non agreed upon penalties.
 - 5.8.6 The affected employee must submit the letter of resignation to his/her Manager/Head of Department/Designee and within 12 hours the Manager/Head of Department/Designee must forward the letter to the Municipal Manager

- 5.8.7 The Municipal Manager or his Designee shall acknowledge and accept/decline the resignation on the advice of the Manager/Head of Department/Designee concerned and Human Resources Section within a period of seven calendar days.
- 5.8.8 The Municipal Manager shall not unreasonably decline the voluntary resignation of an employee.
- 5.8.9 The Municipal Manager shall decline the resignation provided there are implications of a constructive dismissal in the notice of resignation.
- 5.8.10 The acceptance of the resignation shall constitute the binding agreement between the Municipality and the employee
- 5.8.11 Should an employee whose notice of resignation has been declined fail to rectify his /her notice of resignation within seven calendar days after receipt of a notice of decline/refusal then the municipality Shall then accept his/her notice of resignation under protest.
- 5.8.12 The employee can withdraw his/her notice of resignation in writing provided it has not yet been accepted or before the lapse of seven calendar days from the date of the notice whichever comes first.

5.9 Retirement

- 5.9.1 Termination may be due to the normal retirement age, and for the purpose of this policy, normal retirement age shall mean age of 65, regardless of type of employment.

- 5.9.2 This clause shall supersede any contractual obligations.

5.10 Imprisonment

- 5.10.1 Termination may be due to the employee not be able to avail him/herself due to imprisonment, with or without judgement, and unable to report/reported his absence but if the absence is or will be more than six months.

6 GENERAL PROVISIONS FOR MANAGING TERMINATION OF SERVICE

- 6.1 The Human Resources Section shall facilitate; manage and control the signing of the Exit Clearance Form for all employees whose services have been terminated
- 6.2 The staff exit clearance form shall not be completed unless the following requirements have been met:
 - 6.2.1 All allocated office equipment and tools shall be handed over before or on the last day of work
 - 6.2.2 All outstanding debts due to the municipality must be settled on or before the last day of service

- 6.2.3 Repayment arrangements for huge debts must be entered into by and between the municipality and the employee before or on the last day of service
- 6.2.4 Submission and acknowledgment of a written handover to the immediate superior of the employee subject to exemption of employees who may not be required to submit a written handover report by virtue of the post they occupy
- 6.2.5. Successful serving of the notice period in case of any employee who has resigned
- 6.2.6 Successful conduct of an exit interview in case of any employee who has resigned
- 6.2.7 The Municipality reserves the right to withhold any payment due to the employee until all requirements mentioned in Clauses No. 6.2.1 to 6.2.6 are met.
- 6.3 The normal emoluments of the employee whose services are due for termination shall be paid on the payday of month namely:
 - 6.3.1 Monthly salary
 - 6.3.2 S&T claims where applicable
 - 6.3.3 Contribution to benefits such as medical aid, pension, etc. where applicable
- 6.4 The above payment shall be subject to statutory deduction.
- 6.5 Additional amounts due may be paid on the following month of the termination month subject to meeting all terms and conditions of termination of services namely:
 - 6.5.1 Gratuity (bonuses, long service awards, time off etc.)
(where applicable)
 - 6.5.2 Accrued leave and time off due
 - 6.5.3 Outstanding Performance Bonus
 - 6.5.4 Outstanding annual bonus/pro rata annual bonus
- 6.6 Whatever emoluments which have not been paid on the last of service due to whatever reason shall be paid to the employee on the following month of business
- 6.7 The employee's services shall be fully terminated from the payroll system on the month following her last month of service subject compliance with the applicable South African Tax Laws.

7 GENERAL PROVISIONS IN RESPECT OF THIRD PARTIES

- 7.1 The Human Resources Section shall advise all third parties about the employee concerned termination of service through forwarding the employee concerned certificate of service
- 7.2 The Human Resources Section shall facilitate the completion of UI19 form where applicable
- 7.3 The Human Resources Section shall issue the employee with the Certificate of Service on the last working day irrespective of whether it has been requested or not.

8 COMMENCEMENT OF THIS POLICY

8.1 This policy shall come into effect on the date of adoption by the 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.

9.3 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 with Management and Trade Unions.

10.3 Notwithstanding clause No. 10.1 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.

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 the Trade Union.

12 COMPLIANCE AND ENFORCEMENT

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

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

CPS/P293 CR 140/26/05/2022



MR. L. MATIWANE
MUNICIPAL
MANAGER



CLLR S. MNGENELA
HON. MAYOR



CLLR N NGWANYA
HON. SPEAKER

TRAINING AND DEVELOPMENT POLICY

TABLE OF CONTENTS

1. PREAMBLE	258	
2. OBJECTIVES OF THE POLICY.....	258	
3. APPLICATION OF THIS POLICY	258	
4. TRAINING AND DEVELOPMENT STRATEGY	258	
5. TRAINING COMMITTEE.....	259	
6. FUNCTIONS OF THE TRAINING COMMITTEE	260	
7. INDUCTION.....	260	
8. FINANCIAL STUDY ASSISTANCE	261	
9. STUDY LEAVE.....	264	
10. ADDITIONAL QUALIFICATION INCENTIVES.....	265	
11. SCHEDULE OF POST QUALIFICATIONS.....	265	
12 SKILLS PROGRAMMES.....	265	
13 ADMINSTRATIVE REGULATIONS.....	266	
14 TRAINING MANAGEMENT REGULATIONS.	267	
15 COMMENCEMENT OF THIS POLICY	268	
16 INTERPRETATION OF THIS POLICY.....	268	
17 PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY		268
18 AMENDMENT AND/OR ABOLITION OF THIS POLICY.....	269	
19. COMPLIANCE AND ENFORCEMENT	269	

1. PREAMBLE

The Municipality is committed to the structured and systematic training and development of all Employees on an ongoing basis to enable them to acquire skills, knowledge and suitable qualifications in order to unlock their potential and enable them to perform their duties efficiently and effectively.

2. OBJECTIVES OF THE POLICY

- 2.1. To provide skills development frame work for all employees of the Municipality.
- 2.2. To provide a framework for aligning training needs with the strategic business objectives of the municipality.
- 2.3. To equip the municipal human capital with the necessary skills and technical knowledge for better service delivery.
- 2.4. To manage, monitor and evaluate skills development processes within the municipality.
- 2.5. To cater for the training needs of the underprivileged sections of the municipal human capital.
- 2.6. To capacitate and unlock the potential of the unemployed young people within the Matatiele Local Municipality.
- 2.7. To give effect to the national skills development strategy.

3. APPLICATION OF THIS POLICY

This policy shall apply to all employees.

- 3.1. This policy shall also apply to all interns, experiential trainees, learners (learnership programme/artisans training), in services trainees as well as the unemployed young people in so far they are not excluded in or by a particular section of this policy.

4. TRAINING AND DEVELOPMENT STRATEGY

- 4.1. The Training and Development Strategy of the Municipality must ensure that there is always a linkage between the training needs identified in the skills audit undertaken in respect of staff of the Municipality and the capacity enhancement needs of such functionaries as identified in the Integrated Development Plan of the Municipality.
- 4.2. The training needs for each incumbent will be identified through a comprehensive skill audit programme at different stages like appointment, induction, setting of performance objective and targets, performance reviewal as well as annual skills or training needs review/audit.
- 4.3. Alignment of the IDP objectives with the workplace skills plan through ensuring that the training programme undertaken by the municipality is aimed at meeting one or more of the IDP objectives.
- 4.4. Monitoring and evaluation of training shall take place by means of creation and safekeeping of training records for each trained person.
- 4.5. Appointment and management of accredited and appropriate training service providers shall be undertaken by the Municipality.

- 4.6. Planning, implementation and reporting of training to the relevant seta.
- 4.7. Training need will be prioritized in terms of the skills departmental skills gap as identified by each head of department.
- 4.8. Similarly continual programme of training shall be planned and implemented whenever it is deemed necessary
- 4.9. Corporate Services Department shall provide advice, assistance, be responsible for the administrative, operative coordination of the training process and programme.
- 4.10. Training budget for the whole municipality will be centralized and placed under the control of the corporate department.
- 4.11. Use of training funds will be strictly administered within the corporate service department.
- 4.12. The funds will be utilized according to the annual training plan, work skills plan training standard and principles.
- 4.13. A Training Committee will be established by the Employer of the Municipality as required by the Skills Development Act 1998 to provide, inter alia, a framework for the provision of training courses as well as training need guidelines.
- 4.14. A Skills Development Facilitator will be appointed by the Employer as required by the Skills Development Act 1998 to ensure that the Skills Development Plan of the Municipality is implemented.
- 4.15. The Skills Development Facilitator together with the Manager: Human Resources Management will provide advice and assistance on training activities to the Training Committee.
- 4.16. The municipality shall pay 100% of the annual membership fees for each Employee who is professionally or legally required to be a member of a professional institute or body.
- 4.17. Payment of membership fees shall be limited to not more than two institute or bodies per municipal official.
- 4.18. The membership fees shall be paid from the Training budget.
- 4.19. Employees who are members of professional bodies or institute shall be given paid time-off to attend workshops, conferences, seminars and any other relevant meetings.
- 4.20. The Municipality shall pay the full amount of annual membership fee upon receipt of a request and remittance advice from the Employees.

5. TRAINING COMMITTEE

- 5.1. A Training Committee will be established as required by the Skills Development Act 1998.
- 5.2. The Training Committee will comprise of Member of Council, one Departmental Representatives employee and Labour Representatives.
- 5.3. The Chairperson of the Corporate Services Standing Committee of the employee will be the Chairperson of the Committee and in his/her absence, another member of this Committee nominated by him/her will Chair meetings of the Training Committee.

- 5.4. The Heads of Departments or officials appointed by them will represent their respective Departments on the Committee.
- 5.5. The Skills Development office will provide secretariat services for the Training Committee.
- 5.6. Meetings of the Training Committee shall be held once per quarter unless otherwise decided by all representative persons or bodies represented thereon.

6. FUNCTIONS OF THE TRAINING COMMITTEE

The functions of the Committee will be as follows: -

- 6.1. Consideration of special requests for training not forming part of the current Work Place Skills Plan (WSP) submitted by the Head of the Department.
- 6.2. Review and adoption of the annual WSP
- 6.3. Assessment and monitoring of the training needs of Member of employees and Committee members.
- 6.4. An assessment and evaluation of the effectiveness of training courses provided by or arranged by the Municipality.
- 6.5. The presentation of reports to the Corporate Services Standing Committee on the training needs and programmes of the Municipality.
- 6.6. The ongoing monitoring of the implementation of the WSP.
- 6.7. Monitoring the effective implementation of the Training and Development Policy for the Municipality.

7. INDUCTION

Every new employee, regardless of function or department/section in which he or she is to be employed or deployed, shall, within 30 days of commencement of duty, receive systematic induction training which will enable such employee to become fully oriented and operational in his/her respective job in the shortest possible time.

An induction training course will, inter alia, cover the following topics:

- 7.1. A description of Municipal Role-players
- 7.2. The concept of Developmental Local Government;
- 7.3. A description of how a Municipality operates and its core functions and non-core functions;
- 7.4. The Human Resource policies of the employees;
- 7.5. The Conditions of Service of the employees including salaries and fringe benefits;
- 7.6. The Disciplinary and grievance Procedures of the employees;
- 7.7. Lines of communication and communication procedures;
- 7.8. Customer Care.

As part of the Municipal Induction Course, employees must be formally introduced to one another within the Municipality.

8. FINANCIAL STUDY ASSISTANCE

The Municipality will provide Study Assistance to employees to enable them to obtain a formal qualification of any NQF level suitable for use in their scope of employment/deployment, subject to the following conditions:

- 8.1. Funds for study assistance being provided for in the budget of the employees;
- 8.2. The course in respect of which assistance is required being approved by the Municipal Manager;
- 8.3. The aforesaid course being of a nature and having a content which will benefit the employee in his/her chosen career in the Municipal Service;
- 8.4. The course in respect of which assistance is required being offered by a recognized or acceptable educational institution;
- 8.5. All new applications for financial study assistance must reach the Corporate Services Department at any reasonable time preceding the commencement of studies in order to enable the Municipality to make funds available on its budget for such assistance in the following financial year;
- 8.6. An agreement being entered into between the Municipality and the relevant employee containing inter alia, the following terms and conditions:
 - 8.6.1. The Municipality undertaking to pay the reasonable cost of books and tuition fees directly to the educational institution providing the training course or supplying the applicant with books, subject to the applicant producing proof of registration/admission with such institution and quotation in respect of the cost of books.
 - 8.6.2. The financial study assistance beneficiary undertaking to pursue his/her studies must complete the approved course within the specified study period or such other period as the Municipality may approve.
 - 8.6.3. The financial study assistance beneficiary must submit academic record, at the end of each academic year, semester or whatever period deemed to be an academic cycle, from the relevant educational institution on his/her performance and achievements during such academic year, semester or academic cycle.
 - 8.6.4. The beneficiary must undertake to serve the Municipality for a period equivalent to each year or part of a year in respect of which educational assistance by way of a financial study assistance was provided in terms of this policy and applicable law;
- 8.7. The beneficiary must undertake to repay the Municipality the full amount paid under the study assistance or such amount as the Municipality may determine, in the event of him or her;

- 8.7.1. Resigning or being dismissed from the service of the Municipality prior to him/her having served the Municipality for the period referred to in subparagraph [8.4]
- 8.7.2. Not performing satisfactorily in terms of the academic report received by the Municipality;
- 8.7.3. Voluntarily ceasing to continue with the course of study in respect of which the financial study assistance has been rendered to him or her in terms of this Policy.
- 8.7.4. The beneficiary must grant authority to the Municipality, in the event of his/her resignation or termination of service to deduct any amounts still owing to the Municipality in terms of this agreement from his/her terminal salary and, in the event of such salary being insufficient, from any terminal and/or pension benefits and leave gratuity that may be due to him or her under his/her employment contract or deployment arrangement with the Municipality.
- 8.8. The Manager: Human Resources Management shall refer every application for a study assistance to the Municipal Manager to approve applications in terms of this policy and provided further that the terms and conditions of this policy shall at all times be adhered to and implemented.
- 8.9. No amount in respect of a financial study assistance shall be paid unless and until such time as the agreement referred to in subparagraph [8.6] has been signed by the employee and the Municipality.
- 8.10. It shall be the sole prerogative of the Municipality to approve or reject an application by an employee for study assistance and the Municipality reserves the right to cancel the study assistance agreement and reclaim amounts paid on behalf of an employee in terms of this policy from the relevant employee in the event of such employee displaying disinterest in his or her course of study, achieving poor academic results or in any other way infringing the spirit of this policy, provided that the Municipality shall only take action in terms of this paragraph after the affected employee has been given the opportunity to comment on the proposed action by the Municipality.
- 8.11. Financial study assistance for trainees/interns will be capped at R15 000 per annum
- 8.12. The Municipality shall bear 100% costs associated with a course of study including registration, subject to submission of a letter of admission to the selected study programme.
- 8.12. Exercising of powers of the Municipality in terms of Section 8 of this Policy is delegated to the Municipal Manager in his/her capacity as the Accounting Officer.
- 8.13. The Municipality shall approve study grants subject to an agreement entered into between the Municipality and the Employee in respect of which the following conditions will be specified:
 - 8.13.1 The Municipality shall pay up to 100% of the cost of books, registration and tuition fees directly to the institution where possible in each academic year.
 - 8.13.2 The total cost referred to in clause 8.13.1 shall not be recoverable from the Employee.
 - 8.13.3 If the Employee has failed or not written exams, the Employee must provide a written report to his/ her General Manager stating causes and reasons for such

failure and motivating for the continuation of the financial assistance by the institution of which the municipality shall not unreasonably withhold.

- 8.13.4 The Employee who has received a study grant, irrespective of whether he/ she has written or not written final exams or have passed or failed the exams, must undertake to serve the municipality for a period equal to the period of study (undertaking to serve the Municipality should be in writing)
- 8.13.5 If the Employee fails to serve the full portion of the period referred to in Clause 8.13.4, a full or pro rata portion of the study grant shall be recoverable from the Employee without interest.
- 8.13.6 Upon successfully completing the study programme, the Employee will not be automatically eligible for promotion.
- 8.13.7 Payment of a study grant of 60% shall be subject to undertaking by the Employee to pay the balance of 40% of the study fees in advance or not later than three months preceding the end of the academic year of the study programme.
- 8.13.8 Should the Employee fail to pay the balance of 40% of study fees, the amount of 60% paid by the Municipality shall be due for recovery from the Employee's emoluments.
- 8.13.9 The Employee must further undertake to pursue his/her studies diligently and complete the studies within a specified period.
- 8.13.10 Should the Employee fail to complete the study programme owing to any reason or leave the employ/ service of the Municipality before completing the study programme in an academic year or fail to serve the Municipality for a required period, the amount of money paid by the Municipality shall be recoverable from any emoluments due to the Employee.
- 8.13.11 First priority for study grants will always be given to Employees who wish to register for tertiary education for junior degrees/diplomas, than to Employees who want to further other studies and however, the nature of the job and operational requirements will take preference, taking into account the Employment Equity and Workplace Skills Plans.
- 8.13.12 Study grants will be provided for in the annual training budget by the Corporate Services Department.
- 8.13.13 Applications by Employees for annual study grants shall be made by an Employee at least 12 months before the commencement of the following academic year of the intended study programme and/or 8 months before commencement of the following financial year of the Municipality to the Corporate Services Department subject to whatever workable time frame for the Municipality.
- 8.13.14. An original copy of results shall be submitted to the HR Division of the Corporate Services Department not later than two weeks after receipt by the Employee.
- 8.13.15 All applications for making a provision in the subsequent budget for a study grant in the subsequent budget must be supported and recommended for consideration by the General Manager in writing.

8.13.16 Only study grants applications processed in terms of this policy will be considered for allocation of funds and approval. Study grants will not be paid retrospectively as reimbursement to an Employee.

8.13.17 If services of an Employee are terminated before serving or completing the required period of service, the refund of the study grant shall be based on the following formula:

$$\frac{A}{B} \times \frac{C}{1}$$

Where A = amount of study grant

Where B = study period

Where C = required or balance of required service period

8.13.17. Study grant will be for part-time studies or distance learning only.

8.13.18. If an Employee has received a study grant for a 3-year Degree / Diploma he / she will have to work back years equivalent to the years studied for the diploma / degree.

8.13.19. A contract employee whose contract is due to end in 12 Months should not qualify for study assistance that will exceed his or her period of study.

9. STUDY LEAVE

The Municipality shall grant employees pursuing an approved course of study, the following periods of study leave, which leave shall be regarded as special leave:

- 9.1. Employees who are studying towards a grade 12 (Std 10) certificate, two days' study leave plus the day on which the examination paper is written per subject, regardless of whether or not examination papers for that subject are written on the same day;
- 9.2. Employees who are studying towards an approved diploma or degree at a Technikon or University, three days' study leave per subject or module inclusive of the day on which the subject or module is written.
- 9.3. Where employees are required to attend lectures during normal working hours at an educational institution for the purpose of pursuing a course of study, the employer may grant them special study leave on a negotiated basis for such period of study provided that at least 50% of the period of absence from the workplace by the affected employee shall be deducted from such employee's annual or accrued leave subject to further to such arrangement not conflicting with the Basic Conditions of Employment Act 1997 insofar as it applies to the grant of annual leave.
- 9.4 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.

9.5. Prior to proceeding on study leave, the applicant shall complete the prescribed Application for Leave Form, provide proof to the satisfaction of the Head of Department that he/she is required to write an examination and obtain the required permission to proceed on study leave.

9.6. Should the applicant, for any reason, not write an examination, then the study leave granted to him/her shall be converted into annual leave and be deducted from the annual leave entitlement of the employee concerned.

10. ADDITIONAL QUALIFICATION INCENTIVES

As a qualification incentive, the Employer will grant the following single incentive payments to employees who obtain qualifications whilst still in the service of the Matatiele LM:

10.1. A flat rate of R1 000, 00 to be given to all employees who completed their studies within the allocated time.

10.2. All employees who obtained any qualification will be recognised during Employee Annual Recognition Awards

11. SCHEDULE OF POST QUALIFICATIONS

11.1 In order to facilitate the application of this Policy, the Manager: Human Resources Management shall prepare a schedule of all posts on the staff establishment of the Municipality and the likely qualifications to be held or obtained by the incumbents of such posts as well as the providers of such qualifications, the study duration for such qualifications and the approximate cost of obtaining same.

12 SKILLS PROGRAMMES

12.1 The objective of in-service training is to impart skills, knowledge and to modify attitude of an Employee in the work place in order to improve his/her competency.

12.2 An Employee being trained at his/her workplace, shall not be entitled to compensation in respect of travelling and/or subsistence costs.

12.3 An Employee who received training at a place other than the workplace, will be entitled to travelling and subsistence costs in accordance with the tariffs and conditions applicable, provided, should it be more advantageous to the Municipality for the Employee to travel between his/her place of residence and the training venue daily, arrangements will be made accordingly.

12.4 If an Employee attends external courses, workshops, or seminars, that are not presented by a Municipal official and not in the Municipality premises, the prevailing travelling and subsistence tariffs as applicable to the individual concerned, shall be paid in accordance with the procedure in this regard.

12.5 If the Municipality arranges training and development activities that are exclusively intended for Municipal Employees, any travelling and subsistence costs that might result from that shall be settled directly by the Municipality.

- 12.6 Attendance of all courses, workshops and seminars shall be recommended by the Department and approved by the Municipal Manager or a delegated person.
- 12.7 The Municipality may from time to time, require that an Employee be subjected to training of short duration in a particular field of study in order to acquire specific skills.
- 12.8 If such training is conducted by an institution other than the Municipality the following conditions shall apply:
 - 12.8.1 The Municipality must undertake to pay for all costs incurred for registration, books or modules, tuition fees, travelling and accommodation.
 - 12.8.2 Clause (12.8.1) above shall apply provided that the following conditions are met:
 - 12.8.2.1 The duration of the course does not exceed 30 working days per financial year.
 - 12.8.2.2 It is a result of a skills audit and/or Performance Management System.
 - 12.8.2.3 The General manager concurs that the course would be to the advantage or benefit to the Municipality and the Employee concerned;
 - 12.8.2.4 The training is relevant to the Employees day-to-day functions;
 - 12.8.2.5 The Employee is not registered for other formal studies of a similar or extended duration;
 - 12.8.2.6 The total costs per training course shall be capped at R50 000-00 per person in each financial year;
 - 12.8.2.7 If the total training costs exceed R50 000-00 per training course and per person in a financial year, the person concerned may be required to pay the difference.
- 13 ADMINISTRATIVE REGULATIONS
 - 13.1 The training and development programme shall be managed and Administered by the Corporate Services Department.
 - 13.2 An annual training programme with full financial implications shall be drawn up and administered by the Corporate Services Department
 - 13.3 All course candidates or would-be course participants will sign an undertaking to attend a planned and organised course in terms of the annual training programme or any other arrangement prior to arrangement of the course attendance.
 - 13.4 Cancellation of training course attendance with valid reasons must be done at least 5 days before the commencement date of training.
 - 13.5 Reasons for cancellation of the training course attendance must be objectively convincing and acceptable, failing which 100% of the irrecoverable costs will be recovered from the candidate concerned.
 - 13.6 Late cancellations will not be acceptable, and applicable training costs will be recouped from the candidates when causes of cancellation are beyond the control of the candidate.
 - 13.7 The candidate shall be liable for additional training costs incurred by him/her outside the scope of training course financial arrangements which include, travelling, accommodation,

meals, course fee and incidental costs which are not directly or indirectly related to the training in question.

- 13.8 A database of accredited training service providers shall be established and maintained by the Skills Development and Employment Equity Unit of the Municipality.
- 13.9 Quality and expertise of training providers shall be considered as first priority in order to maintain high standard and quality of training.
- 13.10 A training provider will under normal circumstances be paid after delivery of training except when this arrangement is not tenable.
- 13.11 An Outcome Based Assessment shall be conducted by the Skills Development and Employment Equity Unit at least once a month after training to test cognitive abilities and skills gained by the Employee who attended a training course.

14 TRAINING MANAGEMENT REGULATIONS.

- 14.1. The training and development programme shall be facilitated by the Skills Development office and administered by the Human Resources Unit within Corporate Services Department.
- 14.2. An annual training programme with full financial implications shall be drawn up by the Skills Development and Employment Equity Unit.
- 14.3 A skills audit will be done on all Employees in order to develop a five year skills development Plan which shall be reviewed every financial year.
- 14.4 Job/role descriptions for all Employees shall be provided by Corporate Services Department to enable Employees to clearly understand duties assigned to them accordingly.
- 14.5 Job descriptions/profiles for every position in the organogram shall be provided by Corporate Services Department to enable the Skills Development/Employment Equity Unit and the General Managers to identify the skills gaps for all individual Employees.
- 14.6 Each Employee shall be provided with the Job description/key performance areas which will serve as a guide when completing the skills audit form.
- 14.7 All General Managers shall convene departmental staff meetings so as to collectively discuss the requirements of the skills audit forms.
- 14.8 Skills audit outcomes shall be compiled and tabled to all General Managers by the Skills Development and Employment Equity office.
- 14.9 Training needs analysis shall be conducted by the Skills Development and Employment Equity Office with the General managers, using the following types of needs analysis:
 - 12.9.1 Context analysis - analysis of the Municipal needs versus training as a solution.
 - 12.9.2 User analysis- analysis of identifying the key participants and decision-makers in implementing business needs.
 - 12.9.3 Work analysis-analysis of the job and the requirements for performing the work.
 - 12.9.4 Content analysis-analysis of documents, equipment and standard operating procedures (SOP) used on the job

12.9.5 Training suitability -analysis of whether training is the best and most appropriate solution to the Municipal needs.

12.9.6 Cost-benefit analysis- analysis of the return of investment (ROI) of training.

14.10 Consultative meetings shall be conducted with General Managers to prioritize the training interventions and the key positions to be capacitated to successfully achieve the strategic objectives.

14.11 An informed training and development plan shall be developed for the Municipality and shall be in line with sector skills priorities for each financial year.

14.12 The annual training programme shall be adopted by all key stakeholders/ and thereafter be communicated to all Employees by the General Managers.

14.13 Training shall be implemented as per the adopted plan, amendments and or recommendations regarding the implementation of the adopted plan shall be made in writing and be approved by the Municipal Manager.

14.14 Skills programmes and learnerships shall be considered by the Municipality to roll out the Workplace skills plan.

14.15 A summative evaluation shall be conducted by the qualified assessors within departments with the assistance of the Skills Development and Employment Equity Office quarterly after training to test cognitive abilities and skills gained by Employees who attended training.

14.16 The General Manager: Corporate Services shall oversee the implementation of training and development to meet Employment Equity targets.

15 COMMENCEMENT OF THIS POLICY

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

16 INTERPRETATION OF THIS POLICY

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

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

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

16.4 If the party concerned is not satisfied with the interpretation, a dispute may then be pursued \ with the South African Local Government Bargaining Municipality/ or Arbitration

17 PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY

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

17.2 Notwithstanding clause No. 17.1 the Municipal Manager may under circumstances of emergency temporarily waive or suspend this policy subject to reporting of such waiver or suspension to Municipality and Trade Unions.

18 **AMENDMENT AND/OR ABOLITION OF THIS POLICY**

18.1 This policy may be amended or repealed by the Municipality after Consultation with Management and Trade Unions.

19. **COMPLIANCE AND ENFORCEMENT**

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

19.2. It will be the responsibility of all Managers, Supervisors, Executive Committee and Municipality to enforce compliance with this policy.

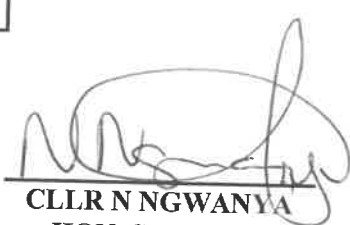
CPS/P294 CR 140/26/05/2022



MR. L. MATIWANE
MUNICIPAL
MANAGER



CLLR S. NGENELA
HON. MAYOR



CLLR N. NGWANYA
HON. SPEAKER