



FETAKGOMO LOCAL MUNICIPALITY HUMAN RESOURCE POLICY

INDEX

1. INTRODUCTION
2. RECRUITMENT, SELECTION AND APPOINTMENT
3. CONDITIONS OF SERVICE

- ❖ Part One: Definitions
- ❖ Part Two: Conditions Of Service
- ❖ Part Four: Discipline and Disciplinary Procedures
- ❖ Part Five: Personnel Retrenchment And Personnel
- ❖ Replacement Policy

4. BASIC CONDITIONS OF EMPLOYMENT ACT
5. CODE OF CONDUCT
6. OVERTIME POLICY
7. LEAVE AND OVERTIME FORMS

1. INTRODUCTION

The Department of Local Government and Housing has a responsibility to capacitate Municipalities through the development and promotion of policy and legislation pertaining to local government as well as assist them by financing the development of systems, processes and procedures to ensure effectiveness, efficiency and sustainability.

PricewaterhouseCoopers was appointed by the Department of Local Government and Housing and assist Fetakgomo Municipality in formulating human resource systems and procedures, with particular reference to:

- The recruitment, selection and appointment of staff
- Uniform conditions of service, including grievance and disciplinary code and procedures
- Code of conduct
- Leave and overtime policy and forms
- Job descriptions in line with recommended organizational structure

Draft policies on the above issues have been formulated and presented below to the Fetakgomo Municipality for consideration. The changes recommended by Ms Mokoko the Municipal Manager, together with inputs from members of the Council have been effected where applicable.

The final version of the human resource policies are contained in this report.

Fetakgomo Municipality (final version) 3

2. RECRUITMENT, SELECTION & APPOINTMENT

2.1 Introduction

The overall aim of the recruitment and selection process is to attract, obtain and retain people with required competencies at minimum cost in order to satisfy the human resources needs of the Council. Recruitment is also attuned to establishing a positive image of the municipality as an employer in the labour market.

2.2 Fair and equitable recruitment

All posts on the establishment of the Council shall be equal opportunity positions be employed purely on the basis of job related requirements, personal competencies and abilities, and that individuals must be given equal & opportunities to be recruited i.e. recruitment actions should be extended to all communities. However, affirmative action strategies and targets must be taken into consideration when recruiting candidates.

2.3 Recruitment sources

Recruitment activities are dependent on the Council's human resource requirements as identified through human resource business plans. The choice of media for recruitment purposes should comply with *the* requirements of the Labour Relation Act, 1995.

Internal sources of recruitment (where possible) should be considered, since it is cost effective and serves as motivation for existing employees. External recruitment may be undertaken by means of advertisements. Career exhibitions and visits to schools, universities, etc. can also be considered for certain target groups.

2.4 Recruitment Procedure

2.4.1 Determine need to fill a vacancy

When a vacancy is identified, the following factors should be taken into consideration:

- o Budget constraints;
- o Reservation of vacancy for a candidate still in training;
- o Redeployment possibilities

2.4.2 Identify sources of recruitment

It is recommended to first establish (where possible) whether suitable candidates are available internally by means of an internal advertisement. If suitable candidates are identified internally, clear consultation should take place prior to any offers for employment being made.

2.4.3 Advertise position

When a vacancy occurs, it will be circulated internally, and/or advertised externally in the press, and interested employees and applicants will be considered for appointment. Heads of Departments must ensure that circulated vacancies are brought to the attention of the staff. To ensure a diverse pool of candidates, advertisement should be placed in the appropriate media if no internal candidates could be identified. The means of attracting applicants or the wording of advertisements should be compiled carefully so as not to constitute direct or indirect discrimination. Heads of Departments shall request the Strategic Manager: Corporate Services, in writing, to advertise & vacant position.

Personnel canvassing for appointment or promotion to a vacancy on the Council's establishment are strictly prohibited and any proof of such shall disqualify an applicant.

2.5 Selection & appointment process

2.5.1 Gathering applicant data

Applicant information must include all relevant data, such as:

- C.V
- Certified personal documentation;
- Certified educational certification;
- References from previous employees.

False information furnished by an applicant in his/her application for a vacancy shall disqualify him/her and make him/her liable to summary dismissal, should he/she be appointed.

2.5.2 Screening

Employees and applicants for vacant positions shall undergo any screening tests (relevant to the inherent job requirements) required by the Strategic Manager: Corporate Services. Those being screened take part in all tests at their own responsibility. The result of any screening test is strictly confidential.

A person shall not be considered for appointment, unless he/she has reached the age of sixteen (16) years and complies with the required qualifying requirements as stipulated in the advertisement. The appointment or retention of the services of any employee older than the compulsory retirement age of 65 shall be approved annually by the Strategic Manager: Corporate Services, subject to the submission of a satisfactory medical report and a recommendation by the relevant Head of Department.

No person shall be appointed to the service of the Council, unless he/she is a South African citizen and is proficient in two (2) official languages, namely English and Sepedi.

2.5.3 Short list

When compiling the short list, a healthy balance should be struck between the data provided by

the applicant and the job requirements. In the absence of imperative documentation (e.g. Senior Certificate) careful consideration should be given to the short listing of such candidates. It is unethical to promise a job prior to the finalization of the recruitment and selection process. Under no circumstances should a job offer be made at this stage.

2.5.4 Undertake selection (assessment and panel interviews)

The assessment results should not be the only tool used to decide on the best candidate for a position, but should form part of the selection process and be utilized during the final decision-making phase.

The Strategic Executive and/or a maximum of two (2) employees assigned by the group 3 of the grading scheme, may attend the interview. However, the Strategic Manager: Corporate Services may grant leeway if he/she deems it necessary in the interest of the Council. Impressions gained during the interview should be clearly documented and stored for future reference.

2.5.5 Competence for appointment

Prior to appointment, a successful applicant shall furnish satisfactory proof (certified copies) of his/her date of birth, marital status, academic or educational qualifications, identity, training, and any other relevant documentation as may be required.

Nobody shall be appointed to the service of the Council unless he/she complies with the legal requirements applicable to such appointment. In terms of section 15(3)(a) of the Municipal Accountants Act, 1988 (Act No. 21 of 1988), no one shall be appointed to the Directorate: Finance, subject to the stipulation of section 13(3) of the said Act.

The above requirements may change based on the requirements of the Municipal Finance Bill (soon to be enacted).

2.5.6 Appointment

A written offer of employment (including conditions of service) must be made to the successful candidate and his/her formal (written) acceptance thereof obtained, ensuring that all logistical fragments assumption of duty are clear. All employees shall be issued with an identity and/or access card, which shall be carried at all times. The identity and access card shall remain the property of the Council, and should an employee lose the card, he/she shall be held responsible for paying the costs for its replacement.

An employee shall furnish his/her permanent residential address, as well as that of his/her next of kin, to the Strategic Manager: Corporate Services in writing and any changes thereof.

2.5.7 Cost of moving

The cost of transfer on appointment shall be subsidized to a maximum of 75% after submission of a receipt in respect of expenditure incurred. Three (3) written quotations shall be provided. Irrespective of which quotation is accepted by the employee, the subsidy shall be calculated on the amount of the lowest quotation, which includes insurance, or the amount indicated on the receipt, whichever is the lowest. The amount thus paid shall be fully repaid by the employee if he/she leaves the service within one (1) year. If he/she leaves the service after completion of one (1) year, but before two (2) years, the employee shall repay 75% of the subsidized amount.

2.5.8 Salary on appointment or promotion

Appointment shall be made according to the qualifications and experience of the applicant, at a notch within the prescribed salary scale, provided that, if a successful applicant claims a higher notch than the starting notch of a particular salary scale, the salary notches of the existing employees occupying similar positions in the relevant department, shall be taken into consideration.

If an existing employee is promoted, "his/her salary shall be adjusted to the minimum notch of the salary scale applicable to the position of promotion, provided that such salary adjustment shall be equal in salary to at least one notch of the scale applicable to him/her prior to the promotion.

2.5.9 Appointment notch of employees not complying with the minimum qualification requirements successful external applicants shall be appointed at the starting notch of the salary scale attached to a particular position, without any further advancement on the scale, until such applicant complies with the minimum requirements. The - promotion of employees in the service, who do not comply with the minimum qualifications, shall be dealt with according to the same principles as above.

Once an employee complies with appointment at the salary scale attached to a less than twelve (12) months have expired since the date of appointment to the relevant post, the advancement on the salary scale shall occur after a period of twelve (12) months, calculated from the date of appointment to the relevant post.

In the instance where an employee complies with the approved qualification requirements, but more than twelve (12) months have expired after the date of appointment to such post, progression on the salary scale shall occur as from the first month following the date of the last paper the employee wrote, provided that the employee's incremental date shall change to the month in which the progression on the salary scale was implemented.

26 Induction

After appointment, an employee shall follow an induction program. New employees shall receive MI compensation during the induction/probationary period. The primary objective of an induction and orientation program is to help thrnifyecintwthe-neob-ndto-beome-a-produet4ve-member-efthe- team as soon as possible. The main purpose of a retention program is to ensure that newly recruited and existing employees remain on a long-term basis, and to reduce staff turnover to an absolute and acceptable cost-beneficial minimum.

2.7 Probation

All permanent employees with the exception of the Municipal Manager and all Section 57 employees, shall be appointed on probation for six (6) consecutive months, except in cases of promotion. The induction process should be viewed as an integral part of an employee's probationary period. If, after the expiry of an employee's probation period, the Head of Department is convinced that the employee is suitable for the post he/she occupies, the appointment shall be confirmed by the Strategic Manager: Corporate Services.

If the confirmation of the permanent appointment of an employee appointed by the Strategic Manager: Corporate Services is not recommended, the Head of Department shall recommend in writing to the Strategic Manager: Corporate Services that either, he/she:

- extend the probationary period of the employee by a maximum of two (2) further periods, neither of which may exceed three (3) months;
- terminate the service of such employee, subject to the stipulations of paragraph 8 & 9 of Schedule 8 of the Labour Relations Act, (Act No. 66 of 1995).

3. CONDITIONS OF SERVICE

PART ONE: DEFINITIONS

APPROVED MEDICAL SCHEME

shall mean *any* MEDICAL SCHEME approved by the EMPLOYER;

BREACH OF CONTRACT

shall mean the failure of an individual EMPLOYEE or group of EMPLOYEES or the EMPLOYER to comply with the terms and CONDITIONS OF SERVICE;

shall mean the date contemplated and approved by the Council of Fetakgomo;

CONDITIONS OF SERVICE

shall mean any condition, regulation, including FRINGE BENEFITS, that governs the relations between the EMPLOYER and its EMPLOYEES as contained in this document and its ANNEXURES;

CONTRACT EMPLOYEE

Shall mean a person in a post on the staff establishment of the EMPLOYER, who is not a permanent EMPLOYEE, and whose employment with the EMPLOYER is governed by a contract of employment;

DISCIPLINARY CODE

set out in PART 4 of these CONDITIONS OF SERVICE;

DISMISSAL

Shall mean the termination of an EMPLOYEE'S employment with the DVWLOYER at the insistence of the EMPLOYER;

Fetakgomo Municipality (final version) 10

DISPUTE

> Shall mean an unresolved issue between MANAGEMENT and an individual EMPLOYEE or group of EMPLOYEES;

EMERGENCY WORK

Shall mean any work to be done without delay in respect of the interruption of essential services, or arising from a fire, an accident, a mishap, a storm, an epidemic, an act of violence, theft, the failure of equipment or machinery or any other unforeseen event or work in connection with repairs to equipment and machinery which cannot be done

EMPLOYEE

Shall mean a PERMANENT EMPLOYEE or a CONTRACT EMPLOYEE of the EMPLOYER;

EMPLOYEE REPRESENTATIVE

Shall mean any person representing an EMPLOYEE and shall include a registered trade union;

EMPLOYER

Shall mean the FETAKGOMO MUNICIPALITY;

FINANCIAL YEAR

Shall mean 1 June until 31 July of each year

FRINGE BENEFIT

Shall mean any benefit for which, a monetary contribution is made by the EMPLOYER to a scheme or a Fund on behalf of the of the EMPLOYEE

GROSS MISCONDUCT

Shall mean certain actions in breach of the EMPLOYER'S Rules and Regulations, which are deemed to constitute valid reason for summary

DISMISSAL;

GROSS NEGLIGENCE

Shall mean failure to adhere to or to execute work according to the EMPLOYER'S standards and/or regulations, such failure being perceived by the EMPLOYER as potentially prejudicial to its interests;

INCOMPETENCE

Shall mean failure or inability to maintain laid-down *work* standards;

LEAVE

Shall mean approval for an EMPLOYEE to be absent from service and for which application was made in the prescribed way;

MUNICIPAL MANAGER

Means a person appointed in terms of section 82 of the Municipal Structures Act;

PERMANENT EMPLOYEE

shall mean a person who has been appointed in a permanent full-time capacity to a post on the staff establishment of the EMPLOYER excluding a

CONTRACT EMPLOYEE;

PUBLIC HOLIDAY

shall mean a PUBLIC HOLIDAY as determined in the Public Holidays Act. 1994 (Act 36 of 1994) and any other day designated as such by the EMPLOYER;

REMUNERATION

shall mean the SALARY or wage paid to an EMPLOYEE and also any allowances and other benefits;

SALARY

shall mean the SALARY paid to an EMPLOYEE, excluding any allowances and other *benefits*;

SICK LEAVE CYCLE

shall mean a period of every 3 years calculated *from* the date on which an EMPLOYEE *assumed duty*;

WORKING DAY

shall mean every day on which an EMPLOYEE is required to work according to the service requirements applicable to his post;

WORKING TIME

Shall mean the hours which an EMPLOYEE is required to work according to the service requirements applicable to his post. In these CONDITIONS OF SERVICE, unless inconsistent with, or otherwise indicated by the context, words importing the masculine gender shall include the feminine and vice versa, and words importing the singular shall include the plural and vice versa.

PART 2: CONDITIONS OF SERVICE

1. Authority to determine, amend or depart from CONDITIONS OF SERVICE the EMPLOYER may, at any time, with due regard to any existing rights of an EMPLOYEE and after duly negotiating and reaching agreement with EMPLOYEE REPRESENTATIVES, amend the CONDITIONS OF SERVICE, determine other conditions and repeal, amend or replace any of the existing conditions.

2. Application of the CONDITIONS OF SERVICE

The CONDITIONS OF SERVICE and any amendment thereto approved from time to time will be applicable to all PERMANENT EMPLOYEES appointed by the Fetakgomo Municipality.

3. Commencement of these CONDITIONS OF SERVICE

These CONDITIONS OF SERVICE will come into effect on 1 January 2003 and will replace any other documents previously approved.

4. Delegation of Authority

The MUNICIPAL MANAGER may delegate the authority conferred upon him to another person. The responsibility delegated will be exercised in accordance with the instructions of the MUNICIPAL MANAGER

5. The creation, grading and abolishment of posts

The EMPLOYER reserves the right to be required from time to time.

6. Appointment and Obligations

6.1 All EMPLOYEES shall provide the MUNICIPAL MANAGER with their telephone numbers and residential addresses.

6.2 No EMPLOYEE shall remove any equipment from their offices without the prior consent of the MUNICIPAL MANAGER.

6.3 No EMPLOYEE shall abuse equipment or staff of the Municipality or utilize such for personal purposes.

6.4 No EMPLOYEE shall perform or engage to perform remunerative work outside - the service of the Municipal Council without permission of the MUNICIPAL MANAGER.

6.5 All EMPLOYEES will commit themselves to EMERGENCY WORK.

6.6 An EMPLOYEE shall at all times inform the EMPLOYER as soon as possible if he is unable to report for duty.

7. Remuneration

The REMUNERATION of PERMANENT EMPLOYEES shall be determined in consultation with EMPLOYEE REPRESENTATIVES.

8. Leave

Application for LEAVE must be made on the prescribed form and approved by the MUNICIPAL MANAGER or appropriate Strategic Executive before the EMPLOYEE may go on leave.

8.1 Annual LEAVE

8.1.1 Calculation of Annual LEAVE

A PERMANENT EMPLOYEE who enters the service of the EMPLOYER after the COMMENCEMENT DATE is entitled up to 21 working days Annual LEAVE during each leave year, 1 day for every 17 days worked or 1 hour for every 17 hours worked.

Annual LEAVE will be calculated for each PERMANENT EMPLOYEE as per the date of appointment . A PERMANENT EMPLOYEE will accumulate Annual LEAVE monthly starting on the day of appointment. Annual LEAVE will be recorded in the Annual LEAVE register and *may not* be taken in advance.

PERMANENT EMPLOYEES are obliged to take at least 10 WORKING DAYS Annual 12 months after qualifying thereof.

-

PERMANENT EMPLOYEES are allowed to accumulate their allocated Annual LEAVE up to a maximum of 250 working days.

8.1.2 Payment of Annual LEAVES

When an EMPLOYEE'S service with the EMPLOYER is terminated, he /she will be paid the cash value of the Annual LEAVE standing to his credit.

8.1.3 Encashment of Annual LEAVES

An EMPLOYEE may encash Annual LEAVE standing to his/her credit, subject to the following conditions:

- He/she must have at least 1 year of service.
- Encashment is only permitted once annually.
- Not less than 5 days may be encashed.
- At least 50% of the Annual LEAVE accrued in the particular year must remain to the credit of the EMPLOYEE.

8.1.4 Granting of LEAVES

Application must be made in advance equal to the period of Annual LEAVE to be taken. Subject to consultation with the EMPLOYEE the EMPLOYER may change or withdraw Annual LEAVE already granted. Where an EMPLOYEE falls ill during the period of his/her Annual LEAVE, such Annual LEAVE, or a part thereof, as the case may be, may be reverted to sick LEAVE if a medical certificate containing the information as contemplated in 8.2. It is provided. Fetakgomo Municipality.

8.1.5 Unpaid LEAVE

The EMPLOYER shall *grant* an EMPLOYEE UNPAID LEAVE to a maximum equivalent to the annual leave allocation subject to the following conditions:

- Application must be made in advance equal to the period of leave without salary to be taken.
- Subject to consultation with the EMPLOYEE, the EMPLOYER may change unpaid leave already granted.
- Unpaid leave may not be taken consecutively with Annual Leave.

8.2 Sick LEAVE

8.2.1 With REMUNERATION

PERMANENT EMPLOYEES are allowed 30 WORKING DAYS Sick LEAVE during a period of 36 months (3 years). Sick LEAVE in credit after a three year cycle will not accumulate and EMPLOYEE is absent from duty for a continuous period of 3 days or longer owing to illness, he/she may be granted Sick LEAVE, with REMUNERATION or without SALARY, only if he/she

hands in a satisfactory certificate signed by a medical practitioner, dentist or psychologist which contains the following information:

- A statement that the EMPLOYEE is not capable of performing his duties;
- The period necessary for recuperation; and
- Registration number of Medical Practitioner.

The EMPLOYER may require the submission of a certificate in respect of absence due to illness for a period shorter than 3 days, where the record of the EMPLOYEE indicates possible abuse of Sick LEAVE. Subject to the above, Sick LEAVE, with REMUNERATION or without SALARY, in respect of which a certificate is not submitted, may be granted only for 10 WORKING DAYS during any calendar year and any further absence will be covered by the granting of Annual LEAVE with REMUNERATION, if available, or without SALARY. Subject to an enquiry, the EMPLOYER may refuse to grant Sick LEAVE with SALARY, in respect of which a certificate is not submitted, may be granted only for 10 WORKING DAYS during any calendar year and any further absence will be covered by the granting of Annual LEAVE with REMUNERATION, if available, or without SALARY.

The special leave is not transferable between family members, nor may it be accumulated.

8.3.4 Other

Special LEAVE not exceeding 3 WORKING DAYS per *event* or more will be granted to an EMPLOYEE for the following:

- To enable such EMPLOYEE to take part in a national recognized activity;
- In cases of family responsibility as defined in the Basic Conditions of Employment Act in a court case;
- Exceptional cases for which this Agreement does not provide.

8.4 Unauthorized absence

Unauthorized absences from duty will, apart from any disciplinary action that may be taken against an EMPLOYEE, be regarded as absence without REMUNERATION, unless the EMPLOYER decides otherwise. If an employee is absent from work for five (5) consecutive WORKING DAYS or more without the consent or knowledge of the EMPLOYER, such EMPLOYEE may be summarily dismissed. If an employee who is deemed to have been discharged at any time reports for duty, the employer may, on good cause shown and notwithstanding anything to the contrary contained in this Act, approve the reinstatement of the employee in the employee 'a former post or in any other post on such conditions relating to the period of the employee 's absence from duty or otherwise as the employer may determine.

9. Working Time

During WORKING DAYS an EMPLOYEE must adhere to the regular working are determined by the EMPLOYER, which is a minimum of 40 hours (excluding lunch) per week.

10. Overtime

Overtime means that portion of the time which a PERMANENT EMPLOYEE works for the EMPLOYER during a spread-over which is in excess of the ordinary WORKING HOURS and is compensated in accordance with the conditions attached hereto, Overtime to be restricted to 3 hours per day and 10 hours per week.

11. Channels of Communication

A request or communication from an EMPLOYEE in connection with any matter falling within the scope of the powers and functions of the EMPLOYEE, must be submitted to his immediate superior. If exceptional circumstances prevail that justify a deviation from the above provision, an EMPLOYEE may submit his request or communication to the next level of MANAGEMENT provided that his superior is informed of such action with reasons.

12. Adheaderence of Instruction

Every EMPLOYEE must, during WORKING TIME, devote him/herself to the performance of his duties and must not conduct private business to absorb his/her attention. No EMPLOYEE may leave his/her office during WORKING TIME without the concurrence of his/her immediate superior.

13. Development and Training

The EMPLOYER determines the nature, basis and conditions with regard to development and training programmes in consultation with EMPLOYEES.

14. Performance Appraisal

The performance of EMPLOYEES will be evaluated biannually at a time and according to the criteria determined by the EMPLOYER in consultation with EMPLOYEES and/or EMPLOYEE

REPRESENTATIVE. The REMUNERATION of an EMPLOYEE may be adjusted on merit once per annum as a result of the performance appraisals.

15. Safety and Security

The EMPLOYER determines the requirements and conditions with regard to the safety of EMPLOYEES and security of research information, documentation and assets, subject to the provisions of the Occupational Health and Safety Act, No. 85 of 1993.

16. Termination of Service

16.1 Voluntary Resignation

An EMPLOYEE may resign from the service of the EMPLOYER with or without stating any reason. A PERMANENT EMPLOYEE must give at least one month's written notice of resignation. The M1.MUNICIPAL MANAGER may approve other periods of notice of resignation in exceptional cases.

16.2 *Termination of employment by EMPLOYER*

The EMPLOYER has the right to summarily dismiss an EMPLOYEE on any grounds recognized in law and/or contemplated in PART 4 as justified to summarily dismiss an EMPLOYEE, subject to:

- An enquiry, or
- Consultation for redundancies or retrenchments as determined in PART 5.

The EMPLOYER can terminate an EMPLOYEE'S service by giving him/her one on the nature of the circumstances), or paying him/her, together with written notification of immediate termination, an amount equal to 10 WORKING DAYS' SALARY in lieu of notice. No other benefits will attach to the payment in lieu of notice: Provided that this provision does not apply to discharge owing to re-organization as contemplated in PART 5.

17. Issue of Certificate of Service

A "Certificate of Service" will be issued to EMPLOYEES on termination of service on the conditions determined by the EMPLOYER

18. Recovery of Debt

On termination of service any debt on an EMPLOYEE to the EMPLOYER will be deducted from such EMPLOYEE'S REMUNERATION if the EMPLOYEE signed an acknowledgement of debt or by order of the court.

19. Acting Allowances

If an EMPLOYEE, by resolution of the EMPLOYER, acts in a higher post for a period of not less than 10 consecutive WORKING DAYS, an acting allowance of 10% of his/her monthly SALARY will be paid for the period during which he/she was acting as such.

21. Work concessions

Depending on operational requirements employees may be allowed time off from 12h00 on the last working day preceding Christmas Day and New Year's Day. However, a skeleton staff component has to remain on duty to provide essential services on these days, with the proviso that they will be granted time off at a later date by arrangement with their supervisor. Employees may also be allowed time off in other deserving cases at the discretion of management. Concessions may be granted in lieu of time worked in, by agreement between the employees and his supervisor.

Fetakgomo Municipality will operate with a skeleton staff component between the period 24 December and 1 January of each year. Hence, in terms of work concessions, staff will benefit with an additional 3 days leave over and above their annual leave. It is the responsibility of the Municipal Manager to ensure that skeleton staff are on stand-by to deal with emergencies.

22. Travel Allowances

An employee is entitled to an inconvenience allowance of R50 if he/she travels for 4 hours or more for work purposes outside of the Municipality. International travel work out of town outside the Common Monetary Area an employee could claim. As far as is practicable, the Municipality will directly arrange and pay for accommodation on a bed and breakfast basis. However, to the extent that the employee actually pays for these costs, he or she may claim them through the expense claim system subject to approval by the Municipal Manager/Executive Mayor. Dinner expenses are for the employee's own account and

may also be claimed back through the expense claim system, subject to the Municipal Manager/Executive Mayor approval.

In addition, an employee will be paid a subsistence allowance for each night away from their usual place of residence of up to an amount of R150. This amount covers incidentals such as lunch, snacks, newspapers, telephone calls, taxi fares, tea and coffee, laundry, room service, etc.

PART 3: GRIEVANCE PROCEDURE

1. Purpose

The purpose of this procedure is to recognize that it is in the mutual interest of the EMPLOYER and its EMPLOYEES to consider and resolve EMPLOYEE dissatisfaction:

- At the earliest possible stage and as speedily as possible;
- As close to the point of origin of the grievance as possible; and
- in a manner acceptable to the parties involved.

2. Grievance

A Grievance is any dissatisfaction, feeling of injustice or complaint in connection with an EMPLOYEE'S work and/or employment situation which is formally brought to the attention of the EMPLOYEE'S immediate superior.

3. Assurance

The EMPLOYEE is assured that there will be no victimization of anyone for having submitted a grievance. The MANAGER will determine the cause of the dissatisfaction and communicate with the EMPLOYEE in good faith and take active steps to resolve the grievance, if it is within his/her power and competence to do so. The MUNICIPAL MANAGER will always be prepared to attend to grievances about actions or omission of actions that may harm the well-being of EMPLOYEES or the interest of the EMPLOYER. The EMPLOYEES shall give their assurance to the EMPLOYER not to utilize the grievance procedure as a medium to renegotiate any of the CONDITIONS OF SERVICE contained in this document.

4. Procedure

Stage 1

If an EMPLOYEE is dissatisfied and raises a grievance he must first raise the matter with his/her immediate superior in writing and inform the Principal Officer accordingly. The superior will attempt to resolve the grievance within 5 WORKING DAYS. If the superior is not empowered or authorized to deal with the grievance, stage II of the procedure must be followed within 5 WORKING DAYS.

Stage 2

The grievance will then be referred to the Principal Officer in writing by either party and shall contain the following:

- A description of the grievance;
- The name(s) of the EMPLOYEE/S; and
- The steps already taken to resolve the grievance. Upon receipt of the grievance, the Principal Officer shall:
 - Arrange meetings to resolve the grievance within 5 WORKING DAYS; or
 - Investigate the grievance and attempt to resolve it within 5 WORKING DAYS.
- The outcome of the grievance shall be announced verbally and in writing.

5. Appeal

If the has the right to appeal within 10 WORKING DAYS. The appeal must be in writing, stating the reasons for appeal, and be submitted to the MUNICIPAL MANAGER. If an appeal hearing is granted, it will be arranged within 5 WORKING DAYS, and if not, the aggrieved employee has the right to follow the procedures provided for in the Labour Relations Act, 1995 (Act 66 of 1995). Time periods referred to in the procedure may be extended if the parties agree that there is a need for such an extension.

6. Procedure to be followed when a group of EMPLOYEES is involved if the grievance affects or is common to a group of EMPLOYEES, the EMPLOYEES concerned shall elect a delegation of not more than 3 EMPLOYEES to act on their behalf. The delegation shall follow the procedures as set out above. A group of EMPLOYEES may only initiate a work stoppage in order to lodge a grievance in terms of the Labour Relations Act, 1995 (Act 66 of 1995).

7. Grievance concerning EMPLOYEE'S immediate superior

When an EMPLOYEE alleges that a grievance originated out of the act or omission of his

immediate superior, the grievance may immediately be referred to the next level of MANAGEMENT.

8. Representation

The same right of representation shall apply as stipulated in PART 4: Discipline and Disciplinary Procedures.

PART 4: DISCIPLINE AND DISCIPLINARY

PROCEDURES

1. Policy

The EMPLOYER undertakes to maintain disciplinary and appeals procedures which are fair, just and equitable for all its EMPLOYEES, irrespective of race, creed, sex, religion or job category. The main purpose of the disciplinary procedure is to provide guidelines in correcting unacceptable behavior or unsatisfactory performance by any EMPLOYEE.

2. Principles

2.1 EMPLOYER 'S Obligations

2.1.1 Maintain fair, just and consistent discipline.

2.1.2 Ensure that all EMPLOYEES are made aware of the standards of acceptable behaviour expected of them.

2.2 EMPLOYEES Obligations

2.2.1 Comply with the various rules and procedures of the EMPLOYER.

2.2.2 Carry out all reasonable instructions given to them.

2.2.3 Comply with the law.

2.2.4 Behave in an orderly and lawful manner.

2.2.5 Treat the EMPLOYER'S property with care and respect and not use such property for anyone's own benefit.

2.2.6 Treat all other persons and their property with respect.

2.2.7 Not to victimize or intimidate any other EMPLOYEES.

2.2.8 Make themselves available for work in terms of the rules set by the EMPLOYER

and regulated by the Basic Conditions of Employment Act.

2.2.9 Perform their duties to the standards required by the EMPLOYER

2.2.10 Not to take part in any form of illegal industrial action or to incite or encourage other EMPLOYEES to participate in such actions. Disciplinary action may follow if any of these expected forms of good conduct is not met.

2.3 General

2.3.1 The EMPLOYER is entitled to suspend an EMPLOYEE on Bill pay pending an investigation into an alleged breach of the DISCIPLINARY CODE.

2.3.2 Warnings to EMPLOYEES are cumulative only if the warnings issued are for the same type of offence and Wit is still valid.

2.3.3 If an EMPLOYEE is not dismissed or warned for a breach of the DISCIPLINARY CODE, it will not be regarded as

2.3.4 An EMPLOYEE should be willing to submit himself to a breath test and/or a blood test by a qualified medical doctor of the EMPLOYER'S choice.

2.3.5 EMPLOYEES may be required to have their property and/or persons searched on entering or leaving the EMPLOYER'S premises.

3. Corrective Action

3.1 Training is a corrective action and is used where it was established that an EMPLOYEE had erred in ignorance.

3.2 Preventative steps can be taken such as a transfer within the working place.

3.3 The issuing of verbal or written warnings or dismissals is punitive.

3.4 Counseling is a corrective action

3.5 According to the circumstances either corrective or punitive action may be taken.

4. Rights

4.1.1 To be given prior warning of any charge against him/her.

4.1.2 To be advised of the charge in writing.

4.1.3 To be given time to prepare his/her defense.

4.1.4 To be allowed a formal hearing or enquiry.

4.1.5 To be present at a formal hearing or enquiry.

4.1.6 To be represented at a formal hearing or enquiry by an employee representative.

4.1.7 To cross-examine any person giving evidence and to ask questions of any evidence produced.

4.1.8 To call witnesses to testify on his/her behalf.

4.1.9 To an interpreter agreed upon by the parties.

4.1.10 To appeal within 5 WORKING DAYS after verdict was communicated in writing against any penalty which may be imposed, to a higher level of management.

4-2 EMPLOYEE'S RIGHT

4.2.1 To take the appropriate action where MANAGEMENT considers that an EMPLOYEE'S behavior or performance is unacceptable or unsatisfactory.

4.2.2 To call witnesses to testify on its behalf.

4.2.3 To decide when an Employee's behavior or performance is unacceptable or unsatisfactory.

5. Nature of Disciplinary Action

5.1 Informal

A verbal warning is administered in the normal course of duties by an EMPLOYEE'S immediate supervisor and such warning will not be recorded on the EMPLOYEE'S personal file.

5.2 Formal

In dealing with more serious or repeated cases of breach of discipline, a supervisor may initiate:

(a) A disciplinary hearing which could result in a written or final written warning which is an extension of a verbal warning.

(b) A formal disciplinary enquiry which will be conducted by a chairman appointed by the MUNICIPAL MANAGER who will decide on the appropriate penalty.

(c) The MUNICIPAL MANAGER may appoint a panel to assist the chairman of a disciplinary investigation.

5.3 Disciplinary Steps

Disciplinary steps should be initiated as soon as possible after discovering that an EMPLOYEE is alleged to have breached the DISCIPLINARY CODE.

6. Categories of Misconduct

An EMPLOYEE will be guilty of misconduct if he/she willfully or negligently-

6.1 contravenes or fails to comply with any of the provisions of the CONDITIONS OF SERVICE, any applicable legislation, any EMPLOYER rules, procedures of

6.2 fails or refuses to obey a lawful and reasonable instruction given to him/her by a person authorized to do so; or
6.3 is insubordinate by word or behaviors; or
6.4 is negligent or dilatory in the performance of his/her duties; or
6.5 partakes of any intoxicating substance to such an extent that he/she is unable to perform his/her duties properly, or the unauthorized possession of or trading in intoxicating substances; or
6.6 commits or partakes in any act of fraud, corruption, bribery or theft, unlawfully appropriates the EMPLOYER'S property, or willfully or negligently damages it, uses it or permits it to be used in an improper or unauthorized manner; or
6.7 fails to present himself/herself for work, or absents him/herself from his/her workplace or duty, LEAVE or valid, or is absent from work for a period as stipulated in Part 2, Paragraph 8.4; or
6.8 knowingly makes a false statement in order to advance himself/herself in his/her post or to prejudice the EMPLOYER. its service or anyone in the EMPLOYER'S service; or
6.9 assaults, intimidates or victimizes or threatens to assault another EMPLOYEE or a member of the public in the course of his/her duties; or
6.10 conducts himself/herself in a distasteful, unbecoming and dishonest manner prejudicial to the good and proper working of the EMPLOYER'S service or conducts himself/herself in such a manner that the position of trust between EMPLOYER and EMPLOYEE is impaired; or
6.11 commits any act of sexual harassment; or
6.12 discloses or uses (otherwise than in the discharge of his/her duties) information acquired in the course thereof without the prior consent of the EMPLOYER; or
6.13 engages in remunerative work outside the EMPLOYER'S service, where permission to perform such work has not been unreasonably withheld, commits himself/herself thereto without first requesting and receiving the EMPLOYER'S permission (or contravenes any conditions upon which *such* permission is granted by the EMPLOYER); or
6.14 does, allows or causes anything detrimental to the EMPLOYER: its discipline or its efficiency.

NOTE:

a) In assessing the seriousness of the breach regard shall be given to the consequences or possible consequences of the EMPLOYEE'S actions in order to ascertain whether the EMPLOYER/EMPLOYEE relationship is adversely impaired or the EMPLOYER'S property and/or operations are jeopardized or any lives are endangered.

b) Depending on the circumstances, the above could be viewed as GROSS MISCONDUCT if the EMPLOYER/EMPLOYEE relationship is adversely impaired or the EMPLOYER'S property and/or operations are jeopardized or any lives are endangered

- c) Nothing in this DISCIPLINARY CODE and procedure shall affect the EMPLOYER'S right to summarily terminate an EMPLOYEE'S contract of employment on grounds recognized by law as efficient.

7. Validity of Disciplinary Action

Written warning shall remain effective for a period of 6 month, a period of 9 months, and may not be referred to *or* used against an EMPLOYEE at any further disciplinary procedure.

8. Disciplinary Procedure

8.1 Informal Disciplines (Verbal Warnings)

Verbal warnings serve to educate and coach EMPLOYEES in correcting or improving any deviant behavior. These warnings are not written down and placed on the EMPLOYEE'S file. The supervisor has the discretion to decide how many verbal warnings must be given to a subordinate before he/she initiates any formal disciplinary measures.

8.2 Formal Discipline (Written and Final Warnings)

8.2.1 A supervisor may give a formal written or final warning for a breach of "other misconduct" not stipulated in Par. 6.

8.2.2 When issuing a written or final warning, the EMPLOYEE must be given the opportunity to state his case and he must be allowed to call in any witnesses to support his/her case.

8.2.3 The supervisor must always complete the form headed "Disciplinary Warning Form" and must endeavor to obtain the EMPLOYEE'S signature acknowledging that disciplinary action has been taken. If the EMPLOYEE refuses to sign, a should be advised of his/her right to appeal against the decision within 5 WORKING DAYS. EMPLOYEE who has been given final warning must be advised that any further breaches of discipline within the next 9 months could result in DISMISSAL.

8.3 Formal Disciplinary Enquiries

A formal disciplinary enquiry may be held where the breach is one of GROSS MISCONDUCT (see par. 6) or where the breach is such that DISMISSAL may be considered (for example. if the ENWLOYEE already has a valid warning).

8.3.1 A supervisor may initiate a formal enquiry by completing the form "Notification of Disciplinary Enquiry". A copy of this form must be given to the accused EMPLOYEE who should sign the document: If he/she refuses to sign then a witness must sign. The rights of the EMPLOYEE, which are on the document, must also be read to the accused EMPLOYEE.

NOTE:

Before the accused EMPLOYEE is advised in writing of the pending case, the supervisor must ensure that a date, time, venue as well as the detail of the charges for the intended enquiry is obtained from the chairman of the disciplinary panel. The EMPLOYEE should be given a reasonable period from when he is advised of the pending disciplinary enquiry to the date and time when the enquiry is to take place.

8.3.2 Before the appointed time of enquiry, the chairman must ensure that all the parties to the enquiry have been informed of the date, time and venue of the pending enquiry by reference to the chairman's checklist.

8.3.3 At such enquiry, the chairman and panel may:

- Call witnesses;
- Submit any documentation;
- Produce exhibits in substantiation of the charge;
- Cross-examine the EMPLOYEE charged and any witnesses of the EMPLOYEE charged;
- Inspect any documentation; and
- Exhibit submissions by the EMPLOYEE charged.

8.4 Penalties

In an EMPLOYEE is found guilty of misconduct in terms of this chapter after a formal disciplinary enquiry/hearing has imposed:

8.4.1 Reprimand (Corrective Counseling)

8.4.2 Written warning

8.4.3 Final written warning

8.4.4 Transfer to another department or position

8.4.5 Demotion (rank and/or SALARY)

8.4.6 Withholding increments for a continuous period of not more than 12 months

8.4.7 Suspension without payment of SALARY for a period not exceeding 7 WORKING DAYS, provided that an EMPLOYEE may not be suspended on a day on which he would not normally work

8.4.8 Any other penalty mutually agreed upon by the parties

8.4.9 DISMISSAL with or without notice.

9. Appeal

9.1 An EMPLOYEE has the right to appeal against findings of any disciplinary enquiry or hearing under the following circumstances:

- If he/she is of the opinion that the decision is unfair and the punishment is not commensurate with the offence.
- If new evidence or witnesses are available which may materially influence the decision of the

hearing or enquiry?

- If the disciplinary procedures were not adhered to.
- Any other reasonable or judicial circumstances.

9.2 An EMPLOYEE may lodge an appeal within 5 WORKING DAYS after he/she was notified of the decision of the MUNICIPAL MANAGER in writing.

9.3 The appeal hearing must be conducted according to the procedures for other disciplinary enquiries except that it need not be necessary to rehear all the previous statements as the information needed can be obtained from the minutes or recording of the original hearing or enquiry. Minutes must be kept of the proceedings.

9.4 The appellant may be assisted and represented by an EMPLOYEE REPRESENTATIVE.

9.5 The appeal must be heard within 20 WORKING DAYS after the lodging of the appeal by the EMPLOYEE.

9.6 The chairman of the appeal hearing should not have been involved in the original

10. GENERAL

10.1 Neither the EMPLOYEE nor the witnesses can be compelled to make statements prior to or during the disciplinary hearing or enquiry.

10.2 Wherever possible, disciplinary hearings or enquiries should be held within normal WORKING HOURS.

10.3 If the EMPLOYEE is absent from the hearing or enquiry, the case should be:

- postponed and he should be notified in writing of another date on which to attend.
- Should the EMPLOYEE fail to attend again, the hearing or enquiry may proceed without the EMPLOYEE.

10.4 If an EMPLOYEE is dismissed in his absence because of failure to be at work for any reason such as desertion, imprisonment or other causes, an enquiry must be held on his return to work in order to allow EMPLOYEE to explain the reason for absence. If the reason is not acceptable, then the decision to dismiss will stand and the normal appeal procedures may be followed if lodged by the EMPLOYEE if an employee who is deemed to have been discharged at any time reports for duty, the employer may, on good cause shown and notwithstanding anything to the contrary contained in this Act, approve the reinstatement of the employee in the employee's former post or in any other post on such conditions relating to the period of the employee's absence from duty or otherwise as the employer may determine.

10.5 The fact that misconduct may result in criminal charges being laid against an EMPLOYEE does not prevent the EMPLOYER from holding a disciplinary hearing or enquiry in accordance with its procedures. It is preferable for such hearing or enquiry to be concluded prior to the laying of criminal charges.

Fetakgomo Municipality (final version)

10.6 The chairman of the hearing or enquiry should only have access to the EMPLOYEE'S previous disciplinary record after he has made the decision that the EMPLOYEE is guilty of the charge. This record should only be referred to for the purpose of determining an appropriate penalty.

PART 5: PERSONNEL RETRENCHMENT AND PERSONNEL REPLACEMENT POLICY

1. Purpose

To establish the policy with regard to personnel retrenchment and personnel replacement of PERMANENT EMPLOYEES of the EMPLOYER.

Personnel retrenchment and personnel replacement refer to situations where PERMANENT EMPLOYEES are released from the service of the EMPLOYER due to restructuring, relocation of business, privatization, contracting out of functions, institution of new technology, economic decline or economic and practical factors.

2. Statement of Policy

The EMPLOYER undertakes to plan for the continued provision of employment of PERMANENT EMPLOYEES as far as it is economically and practically possible.

The EMPLOYER reserves the right to determine business goals and the extent of workforce required to achieve these goals.

The EMPLOYER undertakes to make use of personnel retrenchment as a last resort and to investigate all possible means to avoid the effect of such personnel retrenchment or to minimize it without prejudice of the effectiveness of the EMPLOYER'S activities.

The way in which, the periods over which and the conditions under which personnel retrenchment and personnel replacement will occur, will be negotiated by the EMPLOYER with the affected PERMANENT EMPLOYEES and EMPLOYEE REPRESENTATIVES.

3. Alternatives to personnel retrenchment and personnel replacement

- Allowing natural labour turnover to reduce numbers of PERMANENT EMPLOYEES.
- Transferring PERMANENT EMPLOYEES to other divisions or departments within the workplace.
- Personnel take-over in the event of privatization *provided that* the location of the intended workplace does not cause unreasonable inconvenience for the PERMANENT EMPLOYEES.
- Restrictions on recruitment.

- Reduction of overtime on WORKING TIME.
- Retaining of PERMANENT EMPLOYEES.
- Reduction of contractual, temporary and casual EMPLOYEES.
- Retirement, early retirement, voluntary early retirement, subject to the Rules of the Pension Fund of which the particular PERMANENT EMPLOYEE is a member.

- Voluntary agreement in respect of personnel retrenchment, resignation or degrading.
- Any other suitable solution.

4. Selection criteria

4.1 The PERMANENT EMPLOYEES whose services will be terminated, will be selected objectively and justly with due consideration to the operational requirements, needs and interests of the EMPLOYER.

4.2 The EMPLOYER and the EMPLOYEES agree to apply the principle of “last in, first out” per department per occupational grading as the selection criteria & subject to the retention of the following PERMANENT EMPLOYEES in the service of the EMPLOYER:

- The PERMANENT EMPLOYEES with special, unique and/or essential skills; and
- The PERMANENT EMPLOYEES with outstanding performance records.

5. Communication

5:1 The EMPLOYER and the PERMANENT EMPLOYEES accept the principle of immediate consultation above any proposed personnel retrenchment action.

5.2 In the event of personnel *retrenchment* or replacement the following shall apply:

- If the replacement or retrenchment of personnel is inevitable, the EMPLOYER will inform EMPLOYEES and EMPLOYEES' REPRESENTATIVES immediately in writing of the possible action. This notice will contain the following:

- o Reasons for personnel retrenchment and/or replacement
- o The intended period over which the process will take place and the effective date of termination of services.
- o The number of employees who will possibly be affected.

5.3 If the EMPLOYER should decide to retrench PERMANENT EMPLOYEES, consultation with the PERMANENT EMPLOYEES and EMPLOYEE REPRESENTATIVES will include the following:

- o The selection criteria which will be applied.
- o The benefits which will be paid.
- o The date of the follow-up meeting.
- o The date of the implementation of the process.

5.4 The MUNICIPAL MANAGER will inform the EMPLOYEES who are affected in writing as well as of the date of termination of service as well as of the benefits.

5.5 The EMPLOYER will consider any protest made by the concerned PERMANENT EMPLOYEES with regard to the basis on which the personnel retrenchment and/or placement were done, provided that such protest is made within 5 WORKING DAYS of the notice in

6. Advice and Assistance

The EMPLOYER will Endeavour to assist the PERMANENT EMPLOYEES who are affected. This assistance would pertain to benefits which are to be affected by the intended action of the EMPLOYER and could also include counseling for moral support and job search.

6.1 If the EMPLOYER requires the PERMANENT EMPLOYEES to work during the notice period, the EMPLOYER will grant the PERMANENT EMPLOYEE at least two hours per day (to a maximum of 8 hours per week) in order to seek alternative employment and/or attend to personal affairs. 6.2 A PERMANENT EMPLOYEE shall also be allowed to be prematurely released

employment without any loss of payment should he/she be able to find alternative employment prior to the actual retrenchment date.

6.3 An EMPLOYEE who unreasonably refuses to accept the EMPLOYER'S offer of alternative employment with the EMPLOYER or any other EMPLOYEE shall not be entitled to severance pay. However, the EMPLOYER shall not utilize this opportunity as a means of demoting an EMPLOYEE.

6.4 Should it become necessary within 6 months to recruit new EMPLOYEES, the EMPLOYER undertakes to give preference to those PERMANENT EMPLOYEES who were retrenched after the effective date of the retrenchments, subject thereto that the application qualifications for the particular vacancy are met in every respect.

6.5 After the expiry of the aforesaid 6 month period, it is the responsibility of the individual PERMANENT EMPLOYEES to apply for any vacant positions.

7. Severance payment

- A PERMANENT EMPLOYEE who is retrenched due to retrenchment shall be entitled to a severance payment of one (1) week's salary for each year of service.
- A PERMANENT EMPLOYEE who resigns from the service of the EMPLOYER voluntarily after such opportunities were offered by the EMPLOYER to PERMANENT EMPLOYEES will only receive the last month's remuneration (or portion thereof), plus accumulated leave due.

4. BASIC CONDITIONS OF EMPLOYMENT

With the implementation of service conditions, the Council should bear in mind the provisions contained in the Basic Conditions of Employment Act, 1997:

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997

SUMMARY TO BE KEPT BY AN EMPLOYER IN TERM OF SECTION 30

The following is a summary of the provisions of the most important sections of the Basic Conditions Employment Act, 1997 Act.

APPLICATION OF THE ACT: SECTION 3

The Act applies to all employees and employers except members of the National Defense Force, National Intelligence Agency, South African Secret Service and unpaid volunteers working for an organization with a charitable purpose.

The Act takes precedence over any agreement.

REGULATION OF WORKING TIME: CHAPTER TWO

Application

This chapter does not apply to senior managerial employees, employees engaged as sales staff who travel, and those employees who work less than 24 hours a month.

Ordinary hours of work: Section 9

No employer shall require, or permit an employee to work more than:

- (a) 45 hours in a week;
- (b) nine hours in any day if an employee works for five days or less in a week; or

(c) eight hours in any day if an employee works on more than five days in a week.

Overtime: Section 10

An employer may not require or permit an employee:

(a) to work overtime except by an agreement;
(b) to more than:

(i) three hours overtime a day; or
(ii) ten hours overtime a week.

Overtime must be paid at 1.5 times the employee's normal wage, or an employee may agree to receive paid time off.

Compressed working week: Section 11

An employee may agree; in writing, to work up to 12 hours in a day without receiving overtime pay. This agreement may not require or permit an employee to work:

(a) more than 45 ordinary hours in any week;
(b) more than ten hours overtime in any week; or
(c) more than five days in any week.

Averaging of hours of work: Section 12

A collective agreement may permit the hours of work to be averaged over a period of up to four months.

An employee who is bound by a collective agreement *may not* work more than:

(a) an average of 45 ordinary hours in a week over the agreed period;
(b) an average of Eve hours overtimes in a week over the agreed period.

Meal intervals: Section 14

An employee must have a meal interval of 60 minutes after five hours work. A written

- (a) reduce the meal interval to 30 minutes;
- (b) dispense with the meal interval if worked fewer than six hours a day.

Daily and weekly rest period: Section 15

An employee must have a daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours, which unless otherwise agreed, must include Sunday.

Pay for work on Sundays: Section 16

An employee who occasionally works on a Sunday must receive double pay. An employee who ordinarily works on a Sunday must be paid at 1.5 times the normal wage. Paid time off in return for working on a Sunday may be agreed upon.

Night work: Section 17

Employees who work at night between 18:00 and 06:00 must be compensated by payment of an allowance or by a reduction of working hours. In addition, transport must be available. Employees, who work regularly after 23:00 and before 06:00 the next day, must be informed.

- (a) of any health and safety hazards; and
- (b) the right to undergo medical examination.

Public Holidays: Section 18

Employees must be paid for any public holiday that falls on a working day. Work on a public holiday is by agreement and paid at double the rate. A public holiday is exchangeable by agreement.

LEAVE: CHAPTER THREE

Application

The chapter on leave does not apply to an employee who works less than 24 hours a month for

an employer and if an agreement provides for leave in excess of the leave entitlement under this chapter.

Annual leave: Sections 20 & 21

Employees are entitled to 21 consecutive day's annual leave or by agreement, one day for every 17 days worked, or one hour for every 17 hours worked. Leave must be granted not later than six months after the end of the leave cycle. An employer must not pay an employee instead of granting leave, except on termination of employment.

Sick leave: Sections 22 – 24

An employee is entitled to six weeks paid sick leave in a period of 36 months. During the first six months, an employee is entitled to one day's paid sick leave for every 26 days worked. An employer may require a medical certificate before paying an employee who is absent for more than two consecutive days, or who is frequently absent.

Maternity leave: Sections 25 & 26

A pregnant employee is entitled to four consecutive month's maternity leave. A pregnant employee, or an employee nursing her child, is not allowed to perform work that is hazardous to her or her child.

Family responsibility leave: Section 27

Full time employees are entitled to three days paid family responsibility leave per year, on request, when the employee's child is born or sick, or in the event of the or life *partner*, or the employee's parent, adoptive parent, grandparent, require reasonable proof.

PARTICULARS OF EMPLOYMENT AND REMUNERATION: CHAPTER FOUR

Application

This chapter does not apply to an employee who works less than 24 hours a month for an employer. -

Written particulars of employment: Section 29

When the employee commences employment, an employer must supply an employee with the

following particulars in writing:

- (a) Full name and address of the employer;
- (b) Name and occupation of the employee, or a brief description of the work
- (c) Various places of work;
- (d) Date of employment;
- (e) Ordinary hours of work and days of work;
- (f) Wage or the rate and method of calculating
- (g) Rate for overtime work;
- (h) Any other cash payments;
- (i) Any payment in kind and the value thereof
- j) Frequency of remuneration;
- (k) Any deductions;¹
- (l) Leave entitlement;
- (m) Period of notice or period of contract;
- (n) Description of any council or sectional determination which covers the employer's business;
- (o) Period of employment with a previous employer that counts towards the period of employment;
- (p) List of any other documents that form part of the contract, indicating a place where a copy of each may be obtained;

Particulars must be revised if the terms of employment change.

Informing employees of their rights: Section 30

A Statement of employees' rights must be displayed at the workplace in official languages used at the workplace.

Keeping of records: Section 31

Every employer must keep a record containing the following information &

- (a) Employee's name and occupation;
- (b) Time worked;
- (c) Remuneration paid;
- (d) Date of birth if under 18 years of age; and
- (e) Any other prescribed information.

Information about remuneration: Section 33

The following information must be given in writing when the employee is paid:

- (a) Employer's name and address;
- (b) Employee's name and occupation;
- (c) Period of payment;
- (d) Remuneration in money;
- (e) Any deduction made from the remuneration;
- (f) Amount paid⁷ and
- (g) If relevant to the calculation of that employee's remuneration:
 - (l) employee's rate of remuneration and overtime rate;

- (ii) number of ordinary and overtime hours worked during the period of payment;
- (iii) number of hours worked on a Sunday or public holiday during that period; and
- (iv) if an agreement to average working time has been concluded, the total number of ordinary and overtime hours worked in the period of averaging.

Deductions and other acts concerning remuneration: Section 35. No unlawful deductions may be made unless agreed to in writing.

Calculation of remuneration and wages: Section 35

Wages are calculated by the number of hours ordinarily worked. Monthly remuneration or wage is four and one-third times the weekly wages. If calculated on a basis other than time, or if the employee's remuneration or wage fluctuates significantly from period to period, any payment must be calculated by reference to remuneration or wage during:

- (a) the preceding 13 weeks; or
- (b) if employed *for* a shorter period, that period.

TERMINATION OF EMPLOYMENT: CHAPTER FIVE

Application

This chapter does not apply to an employee who works less than 24 hours in a month for an employer. Notice of termination of employment: Section 37
A contract of employment may be terminated only on notice of not less than:

- (a) one week, if employed for four weeks or less;
- (b) two weeks, if employed for more than four weeks but not more than one year;

(c) four weeks, if employed for one year or more, or is a farm worker or a domestic worker who has been employed for more than four weeks.
Notice must be given in writing, except when it is given by an illiterate employee. The notice on termination of employment by an employer in terms of the Act does not prevent the employee challenging the fairness or lawfulness of the dismissal in terms of Section 18 of the Labour Relations Act, 1995 or any other law.

Severance pay: Section 41

An employee dismissed for operational requirements is entitled to one week's severance pay for every year of service.

Certificate of services: Section 42

On termination of employment, an employee is entitled to a certificate of service.

PROHIBITION OF EMPLOYMENT OF CHILDREN AND FORCED LABOUR: SECTIONS 43-48

It is a criminal offence to employ a child less than 15 years of age. Children under 18 may not be employed to do work inappropriate for their age, or that places them at risk. Forced labour is a criminal offence.

VARIATION OF BASIC CONDITIONS OF EMPLOYMENT: SECTIONS 49- 50

A collective agreement concluded by a bargaining council may replace or exclude any basic condition of employment except the following:

- (a) The duty to arrange working time with regard to the health and safety and family
- (b) Reduce the protection afforded to employees who perform night work (S. 17(3) and (4));
- (c) Reduce annual leave to less than two weeks (S. 20);
- (d) Reduce entitlement to maternity leave (S. 25);
- (e) Reduce entitlement to sick leave to the extent permitted (S. 22-24); and
- (f) Prohibition of child and forced labour (S. 48).

Collective agreements and individual agreements may only replace or exclude basic conditions of employment to the extent permitted by the Act or a sector determination (S. 49).

The Minister of Labour may make a determination to vary or exclude a basic condition of employment. This can also be done on application by an employer or employer's organization (S. 50).

A determination may not be granted unless a trade union representing the representations to the Minister. A copy of any determination must be displayed by the employer at the work place and must be made available to employees (S. 50).

SECTORAL DETERMINATION: SECTION 51

Sectional determinations may be made to establish basic conditions for employees in a sector and area.

MONITORING, ENFORCEMENT AND LEGAL PROCEEDINGS:

SECTIONS: 63 - 81

Labour inspectors must advise employees and employers on their rights and obligations in terms of employment laws. They conduct inspections, investigate complaints and may question persons and inspect, copy and remove records and other relevant documents (S. 64 — 66). An inspector may serve a compliance order on an employer who is not complying with a provision of the Act. The employer may object against the order to the Director-General of Labour, who after receiving representations, may confirm, modify or set aside an order. This decision is subject to appeal to the Labour Court (S. 68—73). Employees may not be discriminated against for exercising their rights in terms of the Act (S. 78—81).

GENERAL

It is an *offence* to:

- (a) obstruct or attempt to influence improperly a person who is performing a function in terms of this Act;
- (b) obtain, or attempt to obtain, any prescribed document by means of fraud, false pretences, or by presenting or submitting false or forged document;
- (c) pretend to be a labour inspector or any other person performing a function in terms of this Act;
- (d) refuse or fail to answer fully any lawful question put by a labour inspector or any other person performing a function in terms of this Act;
- (e) refuse or fail to comply with any lawful request of, or lawful order by, a labour inspector or any other person performing a function in terms of this Act;

(f) hinder or obstruct a labour inspector or any other person performing a function in terms of this Act. (S. 92)

5. LEAVE

5.1 General

An employee must apply for leave of absence on the prescribed form. An application for leave of absence must be approved by the Strategic Manager in the instance of an employee, and an application by the Strategic Manager by the Municipal Manager, while the Municipal Manager takes leave in consultation with the Mayor. Leave of absence, with the exception of sick leave, is subject to the requirements of the service and shall only be valid after having been approved. The onus is on the employee to ensure that he/she has sufficient leave available.

If the employee so request his/her eave that has been approved, may be cancelled at any time before such leave commences, by the Strategic Manager Corporate Services, following a written recommendation by the Strategic Manager, Municipal Manager or Mayor, depending on the case. An employee is credited with the cancelled leave.

Supervisors are responsible to ensure that all absences are covered by an appropriate leave form. Where applicable, attendance registers should be scrutinized regularly to ensure that a leave form is submitted for every absence. Outstanding leave forms should be followed up immediately.

Leave reports should be properly reviewed and scrutinized and any deviations or irregularities rectified immediately, failing which, employees who are charged with these responsibilities should be disciplined.

5.2 Leave record

All leave of absence due, granted and taken is recorded in a leave register entrusted to the Strategic Manager: Corporate Services, and an employee shall have access to his/her leave record at all reasonable times during office hours.

5.2.1 Cancellation of leave

Leave of absence granted to an employee, with the exception of sick-leave. may be cancelled, postponed or interrupted at any time by the Strategic Manager: Corporate Services on the recommendation of the Strategic Manager concerned should this be deemed necessary in the interests of the Council, and such employee shall be compensated by the Council for irrecoverable expenses or obligations entered into by him/her before he/she

was notified of the postponement, cancellation or interruption. Proof of any such irrecoverable expenses is the responsibility of the employee:

If an employee's application for leave of absence is cancelled, postponed or interrupted, the reasons for this must be placed on record and the employee must be credited with the leave that has been cancelled, postponed or interrupted, on condition that should such leave credit arise from the postponement or interruption of an employee's compulsory leave, it is placed to the credit of the employee on the same basis, and the period for which such compulsory leave is valid is extended by a maximum of one year.

If an employee whose leave of absence is interrupted, has to travel in order to resume duty, the Council shall pay his expenses for the travelling from there and back and such a person shall be deemed to be doing service while travelling. Postponement or interruption of leave of absence is confirmed in writing.

5.3 Leave credit in the event of an employee's death

Should an employee die after leave has been granted to him/her, any unused leave shall be placed to his credit.

5.4 Resumption of service

An employee absent on approved leave, may not voluntarily resume duty before the full period of such leave has expired, unless he/she receives permission to do so beforehand after his/her departmental head has submitted an application in this regard to the Strategic Manager: Corporate Services. In the case of a departmental head, such permission must be obtained beforehand from the Municipal Manager, and in the case of the Municipal Manager, the Mayor must provide the necessary approval beforehand.

5.5 Administrative rectification of leave

When an employee is accidentally granted more leave than is due to him/her and lack more leave than that allowed in terms of this chapter, the amount of leave granted in excess may be deducted from leave due to him/her later, or that thereof may be recovered from him/her on his/her termination of service. Faulty leave (positive or negative) allocation will be rectified administratively.

5.6 Pro-rata leave within the first year

Annual leave, with hill pay, may be granted to an employee on a pro rata basis in the first year of service, on conditions that such annual leave granted on the written request of an employee, must be subtracted during the period of twelve months service applying to the leave period, from such leave period.

5.7 Promotion, transfer or demotion Should the promotion, transfer or demotion of an employee entail an amendment in leave earnings, the change in leave earnings shall come into effect from the date of such promotion, transfer or demotion.

5.8 Progression scale In the instance of salary scales that cover more than one group and which allow an employee to be promoted to the maximum of the highest group without limitations, the leave applying to the highest group shall apply.

5.9 Re-grading

Where the adjustment of notches as a result of re-grading causes employees leave benefits to be reduced, they retain the benefits to which they were previously entitled.

5.10 Division of leave

Leave of absence is divided into the following groups:

- Holiday leave;
- Sick-leave;
- Special leave.

5.11 Taking of leave

5.11.1 Compulsory leave

An employee is obliged to take his/her leave so that at least the following number of working days(non-accumulated leave) is taken in full within a period of 12 months after such leave falls dues to him/her:

A	145 to 170
B	171 to 196

C	197 to 222
D	223 to 248
E	249 to 274
F	275 to 300
G	301 to 326
H	327 to 352
I	353 and more

- 9 working days in the instance of an employee to whom leave category A applies;
- 10 working days in the instance of an employee to whom leave category B applies;
- 12 working days in the instance of an employee to whom leave category C applies;
- 13 working days in the instance of an employee to whom leave category D applies;
- 15 working days in the instance of an employee to whom leave category E applies;
- 16 working days in the instance of an employee to whom leave category F applies;
- 18 working days in the instance of an employee to whom leave category G applies;
- 19 working days in the instance of an employee to whom leave category H applies;
- 21 working days in the instance of an employee to whom leave category I applies.

5.12 Absence as a result of sickness or injury while on duty

Should an employee be unable to take his/her compulsory leave before the validity thereof expires as a result of sickness or an injury while on duty, he/she may apply for the validity period to be extended by not more than one year subject to the approval of the Strategic Manager: Corporate Services.

5.13 Paying out of leave

On the termination of service or death of an employee, the Council shall pay out an amount equivalent to the value of the leave due to such a person at the time of such termination of service or death, calculated to include pro rata payment for holiday leave due in respect of a section of an incomplete year of service, and compulsory leave of which the validity was extended, with such amount being based on the salary, including pensionable allowances

of such an employee at the time of such termination of service or death, on condition that no paying *out* is done in respect of any leave exceeding the number of working days set out in paragraph 5.11.1 of this chapter, which leave shall be forfeited *ipso facto*.

On the death of an employee, an amount equivalent to the value of the leave due to such an employee at the date of his/her death, must be paid out to the person nominated by the deceased, on the prescribed form that must be submitted to the Strategic Manager: Corporate Services, on condition that it does not exceed the number of days mentioned in paragraph 5.11.1 of this chapter.

In calculating such amount, the pro rata payment for leave due in respect of sections of an incomplete year of service or leave of which the validity has been extended, is included; such amount being based on the salary earned at the date of the employee's death.

If an employee has failed to nominate a beneficiary, the amount due is paid over into the deceased's estate by the Council or to someone appointed by the Master of the Supreme Court.

5.14 Granting of sick-leave

Sick leave will be granted by the relevant Strategic Manager, provided that the applicant is able to support the application with the relevant medical documentation.

5.15 Accumulation of sick-leave

Sick leave may be accumulated, but no payment shall be made in respect thereof on the retirement, resignation from service or death of an employee.

5.16 Reasons for granting sick-leave

Sick leave is only granted in respect of absence from duty as a result of illness indisposition or injury, which is not the consequence of an employee's own willfulness and/or misconduct. Sick leave is not granted for operations/treatment of a cosmetic nature, unless the necessity thereof is certified by the physician.

5.17 Medical certificate

Any sick leave must be supported by a medical certificate from the fourth calendar day, provided that should it become apparent that an employee is abusing sick leave. Such an employee may be required by the Strategic Manager: Corporate Services collaboration or division of the employee concerned, to submit a medical certificate in respect of any period

shorter than three days. In the case of uncertified sick leave, the employee must indicate on the form what the nature of the indisposition was, and whether a physician was consulted or not.

5.18 Abuse of sick leave

Should it become apparent to a departmental head or the Strategic Manager: Corporate Services that an employee is abusing the privilege of sick leave, he/she in consultation with a representative of the employee may decide to grant unpaid sick leave for the period of absence concerned.

5.19 Notification of absence

Absence from duty as a result of illness must be reported within 4 hours after commencement of the employee's daily duty to his/her Strategic Manager.

5.20 Period within which application for sick leave must be made

An official application for sick-leave, accompanied by a medical certificate, *if* required, must be submitted by the employee concerned before or on the fourth calendar day after absence from duty has started, to such a person's head of department or division. Failure to comply with this rule may result in the refusal of paid sick leave, by the Strategic Manager: Corporate Services

5.2 Sick-leave before holiday leave

An application for sick-leave, supported by a medical certificate requested prior to the commencement of approved holiday leave may be granted on condition that such approved holiday leave may be reconsidered at the request of the employee concerned.

5.22 Medical disability

If an employee is absent from duty as a result of illness for a continuous period of more than six months and the MI recovery of the employee is questionable according to medical reports, the Strategic Manager: Corporate Services arranges either for the appointment of a Medical Council in accordance with the statute of the Pension Fund Provident Fund with a view to retirement owing to lasting medical disability of the employee concerned, or that sick-leave be granted *for* at most two further periods of not more than three months each, following which a Medical Council shall be appointed on condition that, if the physician is of the opinion at an earlier stage that the employee is going to remain medically unfit

permanently, the matter shall be referred (without further delay) to the relevant Pension Fund/Provident Fund.

5.23 Home confinement

An employee absent as a result of illness and confined to his/her home may not leave his/her place of residence without the written permission of the physician concerned.

5.24 Indisposition in the course of a working day

Should an employee take ill and leave his/her work at any stage during a working day, he/she shall be compensated in full for that day. No sick-leave application form is required in this regard.

5.25 Special leave

5.25.1 Leave without pay

Regarding leave for urgent private matters, the Strategic Manager: Corporate Services may grant leave without pay to an employee for periods of not more than one month, provided that satisfactory arrangements can be made for the execution of the duties of such an employee during his/her absence and with the provision that the employee concerned will first take all accumulated leave which may have accrued to him/her before leave without pay may be taken. Leave without pay for 5.25.2 Official business

The Municipal Manager may grant leave with full salary to an employee when he/she has to attend a meeting or conference concerning municipal or related affairs, or is out of town on official business.

5.25.3 Quarantine

Special leave of a maximum of 6 months (180 calendar days) with full pay may be granted by the Strategic Manager to an employee when such a person is placed under quarantine by a physician with the authority to do so. Longer periods will be considered on merit by the Strategic Manager: Corporate Services.

5.25.4 Court cases

Special leave with full pay may be granted by the Strategic Manager Corporate Services to an employee when the latter acts as an assessor or is summoned by the State to give evidence as a witness in a court case, on condition that the necessary proof hereof is submitted together with the application for leave.

5.26 Examination and study leave

Applications for special leave for examinations must be accompanied by written notification by the institution concerned of the specific day on which the examination shall be written. Special leave shall be granted for the days on which an examination is written. Application for study leave must be submitted simultaneously with the application for examination leave. Study leave shall be granted for the equal number of days within which the examination is written.

After the examination, applicants must submit written proof of the result of the examination that has been written. If an applicant fails to do so, the days concerned will be debited against the applicant's own holiday leave or be converted into leave without pay where no holiday leave is available.

5.27 Leave related to injury while on duty

When an employee is unable to perform his/her duties owing to an accident to which the stipulations of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) apply, the following are stipulated:

- For the first three days of absence, the employee must use his own sick leave. In cases where the employee does not have sick leave available, special leave with full pay may be considered in consultation with the relevant Union on merit.
 - For absence lasting from 4 to 13 days, the employee receives 75% of his/her monthly compensation, unless the employee prefers to take his/her own sick leave and he/she has sick leave to his/her credit.

- For absence of longer than 13 days, the employee receives full pay for the full period of absence.

However, special leave with full pay shall be granted should the accident be related to natural disasters, stone throwing, civil unrest, strikes, labour riots, political rioting and acts of terrorism, with the exception of war and provided the injury can be confirmed as such by the specific Head of the Department. The stipulations of the Workmen's Compensation Act shall however, apply in the event of medical costs and permanent disability grants, except that any monthly pension in such a case shall only come into effect once an employee's service is terminated.

Should it become apparent to a departmental head or the Strategic Manager: Corporate Services that an employee is abusing the benefits related to injury while on duty, he/she

may in consultation with the relevant Union decided to compensate such employee in accordance with the stipulations of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

In the event of injury while on duty for which first aid treatment is thought to be sufficient, such treatment is given by the Council's physician with the permission of the employee.

5.28 Maternity leave

Paid maternity leave shall be granted to an employee, subject to the following conditions:

- An employee with more than 12 months service shall qualify for such leave;

- The leave period shall be limited to more than four months, of which paid maternity leave shall be granted for four weeks before and eight weeks after the expected date of delivery;
- A medical certificate indicating the expected date of delivery must be submitted with the application form for such leave;
- Paid maternity leave shall only be granted for the first two children's births while the person is employed by the Council, following which unpaid maternity leave shall apply for further births;
- An employee shall retain her usual leave benefits, as well as her normal increment date;
- An employee who takes maternity leave is compelled to remain in the service of the Council for at least one year after resuming duty, failing which, she shall have to repay the Council an amount equal to the value of the maternity leave paid out, as well as the leave earned during such period of maternity

- An employee is responsible for paying her own contributions to the group insurance scheme, medical and pension funds provided for any period of unpaid maternity leave, while the Council shall remain responsible for its contributions;
- Sick leave shall be granted in respect of absence from duty as a result of a miscarriage, a stillborn infant or termination of pregnancy on medical advice before a period of special leave commences. Sick leave is granted for absence from duty from the date of the miscarriage, stillbirth or termination of pregnancy on medical advice.

5.3.9 Adoption leave

In the event of an employee legally adopting a child less than 2 years old. the following stipulations apply:

- Adoption leave shall commence from the date on which the child is received; adoption leave shall be granted for eight weeks from the date on which the child was received;
- In cases in which an employee legally adopts a child who is older than two years, the leave period is limited to a maximum of one month from the date on which the child was received, of which paid adoption leave shall be granted for no more than one week;

- To confirm the adoption, a copy of the court order issued to the parents in terms of the Child Welfare Act, together with the leave form must be submitted to the office of the Strategic Manager: Corporate Services;
- Paid adoption leave shall be granted only for the first two adoptions. after which unpaid adoption leave shall apply for further adoptions;
- An employee who takes adoption leave is obliged to remain in the Council's service for at least one year after resuming service, failing which, the employee shall reimburse the Council on a *pro rata* basis with an amount equal to the value of the paid adoption leave which was paid out, as well as the leave earned during such a period of adoption leave;

- An employee shall retain his/her normal leave benefits as well as his/her normal increment date;
- During any period of unpaid adoption leave, an employee is responsible for payment of his/her own contributions to the medical and pension funds, while the Council remains responsible for its contributions.

5.30 Paternity leave

Paternity leave of three working days with full pay per annual leave cycle may be granted to a male employee in the event of the birth of his biological child or the legal adoption of a child who is under the age of six years as at the date of

5.31 Over-granting of vacation leave

An employee may not be granted vacation leave with full pay in excess of that which stands to his credit. If, due to a bona fide error, an employee has been granted vacation leave with full pay in excess of that which stood to his/her credit at that time, such over-grant must be deducted from vacation leave which subsequently accrues to him.

Should an employee who has been over-granted vacation leave with full pay, leave the employ of the company before sufficient vacation leave has accrued to him for the purpose of deduction, that portion of the over-grant which exceeds his/her vacation leave credit on his/her last day of service, is regarded as an overpayment of salary which must be recovered from him/her.

5.32 Family responsibility leave

Full time workers employed longer than 4 months can take 3 days paid family responsibility leave per year on request when the worker's child born or sick or for the death of the worker's

spouse or life partner, parent, adoptive parent grandparent, child, adopted child, grandchild or sibling.

5.34 Leave on official transfer

An employee who is officially transferred may be granted any number of days between two and four working days special leave with full pay for domestic purposes per official transfer.

5.35 Religious and public holidays

Employees are entitled to take vacation leave to observe their religious occasions. Any official public holiday that falls on a day that would otherwise have been a normal working day, may be exchanged for any other day, provided agreement to this effect has been reached between the employee and his supervisor and the arrangement will not disrupt customer service or operational activities.

5.36 Work concessions

Depending on operational requirements, employees may be allowed time off from 12h00 on the last working day preceding Christmas Day and New Year's Day. However, a skeleton staff component has to remain on duty to provide essential services on these days, with the proviso that they will be granted time off at a later date by arrangement with their supervisor. Employees may also be allowed time off in other deserving cases at the discretion of management. Concessions may be supervisor.

Fetakgomo Municipality will operate with a skeleton staff component between the period 24 December and 1 January of each year. Hence, in terms of work concessions, staff will benefit with an additional 3 days leave over and above their annual leave.

5.37 Leave for medical treatment in larger centers

An employee may be granted up to two days special leave per family member (including himself/herself) per year to enable them to undergo medical examination or medical treatment in larger centers.

The measure is subject to the following provisions;

- (a) A written recommendation by a medical practitioner must be furnished;
- (b) The recommended medical examinations or treatment is not available at the employee's

headquarters;

(c) The employee has to travel a distance of 100 kilometers or more per single journey;

(d) The granting of a concession to cover the absence is impractical.

The special leave is not transferable between family members, nor may it be accumulated.

5. CODE OF CONDUCT

5.1 Purpose

To embody the spirit of our conduct in terms of fairness, justice and ethical standards and to ensure that the integrity of both the Council and its employees are not compromised.

5.2 Policy:

5.2.1 Commitment to serving public interest

Any person employed by the Council is a public servant and is obliged to:

- foster a culture of commitment to serving the public and a collective sense of responsibility in terms of standards and targets;
- promote and seek to implement the basic values and principals of public administration;
- obtain copies of or information about, the municipality's integrated development plan, and as far as possible within the ambit of the employee'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;
- participate in the overall performance management system of the
 - municipality, as well as the official's individual performance appraisal and
 - reward system, in order to maximize the ability of the municipality as a whole to achieve its objectives and improve the quality of life for its residents.

5.2.2 Dealing with people

Respect for the individual

Mutual understanding is built on respect for the individual's rights, dignity aspirations and interests. Employees of Fetakgomo Municipality, therefore, treat each other with respect and dignity, valuing diversity. The Council is committed to honoring its commitment to provide a work environment that is free from discrimination based on race, colour, religion, nationality,

gender, disability, marital status or any other unlawful factor. This means that Fetakgomo Municipality complies with applicable human rights legislation and does not permit conduct that creates an intimidating or offensive work environment. Such conduct includes, but is not limited to, racist, sexist or ethnic comments, jokes, or statements.

Our employees truly confidential. Access to, and knowledge of, employee records will be limited to people in the company who need the information for legitimate business or legal purposes. Conflict of interests It is an employee's duty to act in the exclusive interest of the Council and not for personal gain.

Conflicts of interest may arise from certain activities in which employees engage as private individuals. Do not offer trading assistance to any person or body outside the Council - including family or friends - in the planning, design, manufacture, marketing, sale, purchase, installation or maintenance of products or services. You may not have an interest (financial or otherwise) in a supplier, customer, distributor or in any organisation that could cause conflict of other company be used for your company.

You may not perform out-side work (a second job) outside your scope of activities within the Council without permission (this include directorships on boards. etc.). You may not perform such outside work, or solicit business, while on official premises or in official time, nor may official equipment, materials, resources or proprietary information be used for any outside work.

Health and safety in the workplace

Fetakgomo Municipality is strongly committed to making the work environment safe and healthy for its employees and others. To this end, the Council complies with all applicable legislation relating to occupational health and safety. Management and supervisors involved in the procurement, manufacture. provision, installation, maintenance and disposal of our products, seines and egaipnrwil eusure that rthcitem or process is safe for those who come into contact with it. Management will also ensure that employees are adequately trained to perform their tasks in a safe manner. Sufficient safety and emergency equipment will be available in the workplace at all times and line management will regularly inspect safety practices in their Transitional areas.

Safety in the workplace is not the sole responsibility of the Council, but every employee is bound to ensure full awareness of the safety rules and regulations. Any lawful order given to you regarding safety must be carried out and the prescribed safety measures applied at all times. If an employee believes that an unsafe condition exists, he should immediately report the condition to the supervisor or a safety representative.

Environmental conservation

Fetakgorno Municipality is committed to preserving and protecting the environment. All

employees share in the responsibility to conserve our country's natural resources and are to employ environmentally safe practices in the performance of their duties.

Threats and violence in the workplace

Fetakgomo Municipality is deeply concerned with the safety of its employees. Physical violence or any perceived threat of violence shall be dealt with severely in accordance with the disciplinary code. An employee who witnesses- or overhears prohibited conduct, or has concerns

safety of a colleague, customer or supplier, should immediately report these concerns to a supervisor who, in turn, should contact security.

The unauthorized possession of any weapon or implement which might be used as a weapon, including, but not limited to, a handgun, knife, explosives or firearm is strictly prohibited on company premises, in company vehicles or while conducting company business outside company premises.

Substance abuse

Fetakgomo Municipality is committed to a *drug-free* workplace. The misuse of drugs, both legal and illegal, while on company premises or while conducting company business is prohibited.

We specifically prohibit the use, possession, distribution or sale of drugs on its premises, in its vehicles and while conducting official business. Furthermore, no employee may conduct official business while under the influence of drugs .

5.2.3 Safeguarding our assets

Company funds and property

Fetakgomo Municipality is responsible for safeguarding and making proper and efficient use of the Council's funds and property. An employee may not make use, take, acquire, or benefit from any property or asset owned, controlled or managed by the Council to which that official has no right. Official funds and property include official time, cash, cheques, drafts, land, buildings, records, vehicles, equipment, including fax machines, copiers, telephones, computer hardware and software, scrap and obsolete items and all other items belonging to the Council.

S

When travelling on official business, employees should take special care as regards travel and accommodation expenses. Actual or suspected loss, damage misuse, theft, embezzlement or destruction of official funds or property should be reported immediately.

Unauthorized disclosure information

An employee of the Council may not without permission, disclose any privileged or confidential information obtained as an employee of the organisation to any unauthorized person- For the purpose this item "privileged or confidential information:

- determined by the Council or any other structure or functionary of the Council to be privileged or confidential;
- discussed in closed session by the Council or a committee of the Council;

- disclosure of which would violate a person's right to privacy; or
- declared to be privileged, confidential or secret in terms of any law.

This item does not derogate froth a person's right to access to information in terms of national legislation.

During a term of employment, and even after, each employee is responsible for ensuring that proprietary information is protected from theft, unauthorized disclosure or inappropriate use.

Company records

sheets, measurements, performance and production records and other essential documentation. Disclose records only when authorised by the Council or in response to legal requirements.

Contact with or statements to the media

Contact and co-operation with the media is extremely important. It is therefore necessary that employees handle this relationship in a professional manner. It is totally inappropriate for any unauthorized employee to make statements or to speculate on any subject to the media, or at public gatherings. Employees should strictly adhere to this procedure and deviations from this policy will not be tolerated.

5.2.4 Business relations

Residents/customers

Fetakgomo Municipality recognizes that integrity and customer *satisfaction* goes hand in band. In today's fiercely competitive marketplace, we can only succeed by delighting our customers with our products and services and by strictly adhering to the highest ethical standards. In this way we will contribute, very directly, both to the professionalism of the Council and our success in the marketplace. Each employee will be expected to apply sound judgment in deciding which would be the most ethical means of dealing with any given situation involving customers,

5.2.5 Business courtesies/gifts, invitations and favors

An employee may not request, solicit or accept any reward, gift or favor for:

- persuading the Council, or any structure or functionary of the Council, with regard to the exercise of any power or the performance of any duty;
- making a representation to the Council or any structure or functionary of the Council;
- disclosing any privileged or confidential information; or
- doing, or not doing, anything within the employee's powers or duties.

Never accept money. No gift, present or any favour should be accepted. Any personal favours offered to an employee or family member and which could be construed to influence business decisions by the employee must be declined.

An employee must, without delay, report to a superior official or to the speaker of the council any offer which, if accepted by the employee, would constitute a breach of this item.

5.2.6 Personal gain

An employee may not:

- (a) use the position or privileges of an employee, or confidential information obtained as an employee, for private gain or to improperly benefit another person; or
- (b) take a decision on behalf of the Council concerning a matter in which that employee, or that employee's spouse, partner or business associate, has a direct or indirect personal or private interest.

Except with the prior consent of the council of a municipality an employee may not:

- (a) be a party to a beneficiary under a contract for:
 - the provision of goods and services to the municipality; or
 - the performance of any work for the municipality otherwise than as an employee;
 - obtain a financial interest in any business of the municipality; or
 - be engaged in any business, trade or profession other than the work of the municipality
- benefits

An employee 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 writing full particulars of the benefit to the council. This item does not apply to a benefit which an employee, or a spouse, partner, business associate or close family member, has or acquires in common with other residents of the municipality.

Undue influence

An employee may not:

- (a) influence or attempt to influence the Council, or a structure or functionary of the Council, or a Councilor, with the view to obtain any appointment, promotion, privilege, advantageous 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 Councilor without the prior written consent of the Council.

Participation in elections

An employee may not participate in an election of the Council of the municipality, other than in an official capacity or pursuant of any constitutional right.

5.2.7 Responsibilities

Responsibilities of supervisors

Every supervisor has the following, responsibilities with regard to the administration of the code of business conduct:

- (a) Ensuring that all employees under his/her control receive a copy of the code;
- (b) Ensuring that the code forms part of training and/or induction programme;
- (c) Ensuring that any standards and procedures comply with the code and are communicated to the affected employees;
- (d) Reporting any violations of the code, and breaches of the code of conduct must be dealt with in terms of the disciplinary procedures.

Responsibilities of employees

All employees must commit themselves to the following responsibilities:

- (a) Reading the code and *familiarizing* themselves with its contents;
- (b) Abiding by the standards embodied in the code;
- (c) Keeping a copy of the document for personal reference;
- (d) Seeking advice and information when needed;
- (e) Reporting violations of the code (to a superior officer or to the speaker of the Council);
- (f) Learning the details of policies pertaining to their work.

ANNEXURE 1

ACTS OF MISCONDUCT

An employee will be guilty of misconduct if she or he, among other things (this list is not exhaustive):

- Fails to comply with, or contravenes an Act, regulation or legal obligation.
 - Willfully or negligently mismanages the finances of the Municipality.
 - Without permission possesses or wrongfully uses the property of the municipality, another employee's and/or a visitor.
 - Willfully, intentionally or negligently damages and/or causes loss of municipal
 - Endangers the live of self flTTfhb3Tdisregardtng safety ulôngulattons.
 - Prejudices the administration, discipline or efficiency of a department, office or institution of the State.
 - Misuses his or her position in local government to promote or to prejudice the interest of any political party.
 - Steals, bribes or commits fraud.
 - Accepts any compensation in cash or otherwise from a member of the public or another employee for performing her or his duties without written approval from the department.
 - Fails to carry out a lawful order or routine instruction without just or reasonable cause.
 - Absents or repeatedly absents him/herself from work without reason or permission.
 - Commits an act of sexual harassment.
 - Discriminates against others on the basis of race, gender, disability, sexuality or other grounds outlawed by the Constitution.
 - Prfonn&ppmiy or inadequately for reasons other than incapacity.
 - Without written approval from her or his department, performs work for compensation in a private capacity for another person or organization either during or outside working hours.
 - Without authorization, sleeps on duty.
 - While on duty, is under the influence of an intoxicating, illegal unauthorized habit-forming and/or stupefying drug, including alcohol.
 - While on duty, conducts himself or herself in an improper, disgraceful and unacceptable manner.
 - Contravenes any prescribed Code of Conduct for the Municipality.
 - Assaults, or attempts or threatens to assault, another employee or person while on duty.
 - Incites other personnel to un procedural and unlawful conduct.
 - Displays disrespect towards others in the workplace or demonstrates abusive or insolent behavior.
 - Intimidates or victimizes fellow employees.
 - Prevents other employees from belonging to any trade union or body.
 - Operates any money lending scheme for employees for own benefit during working hours or from the premises of the Municipality
 - Carries or keeps firearms or other dangerous weapons on the Municipality's premises, without the written authorization of the employer.
 - Refuses to obey security regulations.
 - Gives false statements or evidence in the execution of his or her duties.
 - Falsifies records or any other documentation.
 - Participates in unprocedural, unprotected and/or unlawful industrial action
 - Commits a common law or statutory offence while on state premises.
- Fetakgomo Municipality (final version) 67

6. OVERTIME POLICY

6.1 General

In situations where the Fetakgomo Municipality and the Unions party (if applicable) enter into a formal agreement which varies the hours of work of general staff employees, the agreement will specify when overtime rates are payable.

Wherever it is reasonably practicable, overtime should be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.

Where an employee works so much overtime that there is less than ten hours off duty between finishing overtime on one day and commencing ordinary duty on the following day the employee will be released from duty without loss of pay at the end of the overtime until such time as they have had ten consecutive hours off duty.

If, on the instruction of their Strategic Manager, the employee resumes or continues working without having had ten consecutive hours off duty, they will be paid at overtime rates until they are released from duty. In these circumstances, the employee is entitled to be absent for ten consecutive hours without loss of pay for working time occurring during the absence.

Where an employee has been instructed to report for duty for overtime on a day on which they would not have been required to work and, on reporting for duty on that day finds no overtime is available, the employee will be paid three hours overtime at the overtime rate for that day.

Overtime payments will be calculated on the ordinary hourly rate of pay for the employee. This does not apply to Section 57 employees as stipulated in the Municipal Systems Act 2000.

Employees must not work for more than five hours continuously without taking a meal break without taking a meal break of at least 30 minutes.

To claim payment for overtime an employee must complete the prescribed overtime application form. The form must show details of the employee's ordinary hours worked, overtime worked and meal breaks taken on the day the overtime is worked. On the basis of the information provided, the employee's entitlement for payment of meal allowances will be assessed and payment arranged. The employee's Head of Department must approve payment

Unless otherwise provided, where general staff employees have prior authority from the Municipal Manager or relevant Strategic Manager to work overtime, they are eligible for payment of overtime or accrual of time-in-lieu in the following circumstance:

8.2 STANDARD HOURS

Full time employees working standard hours are eligible for the payment of overtime or the accrual of time-in-lieu for any work authorized and performed outside or in excess of the standard hours on any one day.

6.2.1 Overtime Approval

Where practicable, employees will be given 48 hours notice of the requirement to work overtime.

Prior approval for the working of overtime must be obtained from the Head of Department Provided this approval has been given employees are entitled to receive the following overtime payments:

Monday to Friday:

Overtime worked is paid at the rate of time and one-half for the first two hours and double time thereafter

Saturday:

Overtime worked is paid at the rate of time and one-half for the first two hours and double time thereafter.

Sunday:

All overtime worked between midnight Saturday and midnight Sunday is paid at the rate of double time. Where overtime commences before midnight on a Sunday and continues beyond midnight, all continuous overtime worked will be paid at double time.

Public Holidays:

All overtime worked on a Public Holiday is paid at the rate of two and one-half times the ordinary rate of pay, inclusive of the ordinary rate of pay.

Overtime worked on a Sunday or Public Holiday attracts a minimum payment of four hours, regardless of the actual hours of overtime worked.

6.2.2 Payment of Meal Allowances During Periods of Overtime

Where an employee is required to commence overtime at or before 6.00 am, and the starting time is at least one hour before the employee's prescribed starting time, a breakfast meal allowance is payable.

Where an employee is required to work overtime for more than five hours on a Saturday, Sunday or Public Holiday, a lunch meal allowance is payable.

Where an employee is required to continue working beyond two hours after their prescribed finishing time a dinner meal allowance is payable, except when the overtime worked ceases no later than 7h00 pm. Where, a break of one hour or less is taken between the employee's prescribed finishing time and the commencement of overtime, the employee will be entitled to a dinner meal allowance. Where a break in excess of one hour is taken between the employee's prescribed finishing time and the commencement of overtime, a dinner meal allowance will not be paid.

6.2.3 Conversion of overtime to leave

An employee who has worked overtime may be granted at least 30 minutes' time off on full pay for every hour of overtime worked (for example, if an employee has worked five hours overtime, he/she may be granted 2 hours time off on full pay).