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CONTENTS

Page

GENERAL NOTICE

No. 304 Keetmanshoop Municipality: Personnel Rules and Regulations 1

General Notice

KEETMANSHOOP MUNICIPALITY

No. 304

2003

PERSONNEL RULES AND REGULATIONS

TABLE OF CONTENTS

1. Definitions
2. Generic industrial relations policy statement for the Municipality of Keetmanshoop
3. Recruitments, appointments and promotions
 - 3.1 Vacancies
 - 3.1.1 Vacancies on Bands E to F
 - 3.1.1.1 Permanent vacancies on Bands E to F
 - 3.1.1.2 Temporary vacancies on bands E to F
 - 3.1.2 Vacancies on Bands C to D
 - 3.1.2.1 Permanent vacancies on Bands C to D
 - 3.1.2.2 Temporary vacancies on Bands C to D

- 3.1.3 Vacancies on Band B
 - 3.1.3.1 Permanent vacancies on Band B
 - 3.1.3.2 Temporary vacancies on Band B
- 3.1.4 Vacancies on Band A
 - 3.1.4.1 Permanent vacancies on Band A
 - 3.1.4.2 Temporary vacancies on Band A
- 3.1.5 General
- 3.2 Refunds for attendance of interviews
- 3.3 Transfers
- 3.4 Promotions
- 3.5 Appointment requirements
- 3.6 Probation
- 3.7 Employment contracts
 - 3.7.1 Policy on employment contracts
- 3.8 Attendance register
- 3.9 Change of address
- 4. Working hours, overtime and work on Sundays and Public Holidays
- 5. Termination of service and suspension.
 - 5.1 Termination of service and suspension
 - 5.2 Staff member behaviour
 - 5.2.1 Code and principles to serve as guideline for actions by a professional municipal official
 - 5.2.2 General Provisions
 - 5.2.2.1 Relationship with Councillors and Public
 - 5.2.2.2 Protection of council property
 - 5.2.2.3 Service agreement
 - 5.2.2.4 Protective clothing
 - 5.2.2.5 Commission, other monies and patents
 - 5.3 Secrecy and misuse of information
- 6. Annual leave, bonus leave, sick and special leave
 - 6.1 General provisions

- 6.2 Annual leave
- 6.3 Bonus leave
- 6.4 Accumulation of leave
- 6.5 Payment of annual and bonus leave
- 6.6 Changes in annual and bonus leave
- 6.7 Sick leave
- 6.8 Special leave
 - 6.8.1. Study leave
 - 6.8.2 Leave for meetings, conferences, courses and sport
 - 6.8.3 Leave without payment
 - 6.8.4 Leave to attend court
- 6.9 Maternity leave
- 6.10 Compassionate leave
- 6.11 Application for leave
- 7. Salary increases, payment dates, acting allowances and advances
 - 7.1 Increases
 - 7.2 Salary payment
 - 7.3 Acting allowance
 - 7.4 Bonus
- 8. Fringe benefits and vehicle policy
 - 8.1 Pension fund
 - 8.2 Medical fund
 - 8.3 Housing
 - 8.4 Vehicle policy
 - 8.5 Removal costs
- 9. Merits and long service
 - 9.1 Merits
 - 9.2 Long service
- 10. Delegation
- 11. Legal Aid: Criminal and civil cases
- 12. Personnel advisory sub-committee
- 13. Status and repeal of existing personnel regulations

PERSONNEL GUIDE AND CONDITIONS OF SERVICE FOR THE MUNICIPALITY OF KEETMANSHOOP

1. DEFINITIONS

- 1.1 **Continuous Service** - the uninterrupted period between the date of employment and the date of leaving service, whether voluntary or not, and includes periods of approved leave or leave without pay.
- 1.2 **Retirement Age** - the retirement age of Council staff members as determined in the statutes of the Pension Fund, whether such staff member is a member of the fund or not.
- 1.3 **Management Committee** - the Management Committee established in accordance with the Local Authorities Act, 1992, as amended.
- 1.4 **Personnel Advisory Sub-Committee** - the Personnel Advisory Sub-Committee established by Management Committee for the day-to-day management of its human resources.
- 1.5 **Management Team** - Officials in the senior management of the Municipality.
- 1.6 **Financial Year** - the period between 1 July and 30 June of the ensuing year.
- 1.7 **Municipal Area** - the area under the control and jurisdiction of the Municipality of Keetmanshoop.
- 1.8 **Municipality** - the Municipality of Keetmanshoop.
- 1.9 **Pension Fund** - any Pension Fund which has been established in terms of Section 27(1) (c) ii (bb), of the Local Authorities Act, 1992, as amended, which includes any - joint Pension Fund with other Local Authorities as need be.
- 1.10 **Permanent Staff member** - any staff member appointed in permanent capacity in a position of the fixed establishment of Council, which includes staff members on probation.
- 1.11 **Council** - the Town Council, which includes the Mayor and all Councilors of the Municipality of Keetmanshoop.
- 1.12 **Salary** - the normal remuneration of a staff member based on the salary notch on the scale, which excludes any allowances or overtime.
- 1.13 **Chief Executive Officer** - the official appointed in accordance with Section 27 (1) (a) of the Local Authorities Act or his/her authorized substitute.
- 1.14 **Supervisor** - a staff member directly in charge of one or more staff members or any other staff member charged with supervisory authority.
- 1.15 **Fixed Establishment** - the positions, established for the normal and regular work requirements of Council.
- 1.16 **Act** - the Local Authorities Act, 1992 (Act No. 23) of 1992), as amended.
- 1.17 **Permanent position** - a position on the fixed establishment of Council.
- 1.18 **Temporary position** - a position not on the fixed establishment of Council.
- 1.19 **Day and subsistence allowance** - a fixed allowance determined by Council

to compensate staff members or other for delegations, representations or attendance of any activity which relates to the activities of Council with effect that the person has to leave the Municipal area.

- 1.20 **Probation period** - a period of service to determine if an applicant's performance is satisfactory in terms of the performance appraisal which endures six-months which can be extended to a maximum of 12 months.
- 1.21 **Grievance procedure** - a procedure established by Council, which determines the manner and channel for a staff member to raise a grievance in the working milieu.
- 1.22 **Disciplinary code** - a code and guideline for actions when a staff member's behavior is not acceptable in or outside the working milieu.
- 1.23 **Annual leave** - the leave granted in terms of Section 39 of the Labour Act, 1992.
- 1.24 **Bonus leave** - the leave granted beyond the Labour Act, 1992 which is a fringe benefit.
- 1.25 **Grade/Band** - a level on the organigram determined by post evaluation to determine the status of a position in the organization.
- 1.26 **Scale** - the minimum and the maximum salary of a specific grade.
- 1.27 **Salary notch** - any point on a specific salary scale, which determines the salary of a staff member.
- 1.28 **Acting Post** - permanent post on existing establishment, which is temporarily unoccupied/vacant.
- 1.29 **Acting staff member** - a staff member who has been appointment in a higher unoccupied position temporarily to perform duties.
- 1.30 **Accommodation allowance** - a fixed allowance determined by Council to compensate an employee or any other duly nominated person for delegation/representations or attendance of any activity of Council outside the Municipal area and who does make use of private accommodation.

2. **GENERIC INDUSTRIAL RELATIONS POLICY STATEMENT FOR THE MUNICIPALITY OF KEETMANSHOOP**

- 2.1 It is the policy of the Municipality to protect the security of its staff members as far as possible through, inter alia:-
 - 2.1.1 The implementation and maintenance of non-discriminatory labour practices, especially in the following respects: -
 - 2.1.1.1 The selection, employment, advancement and promotion of staff members;
 - 2.1.1.2 The remuneration of staff members;
 - 2.1.1.3 Physical working conditions and facilities relating thereto.
 - 2.2.2 Subscribing to the principle of equal opportunities for equal work of equal standard executed with equal effectiveness.
- 2.3 The formal municipal structure of the Municipality demands healthy formal

downward communication channels to all staff members through line command and combining the written and spoken word.

- 2.4 The function of staff member representatives/shop stewards is to represent the interests of their constituent members under agreements and legislation. Council, through recognition of staff member's rights, does not abdicate its responsibility to manage the municipality and will -
 - 2.4.1 protect the staff member's right to participate in the operation of the organisation;
 - 2.4.2 expect from the staff member's and staff member representatives/shop stewards to respect its right to decision making on a day-to-day basis.
- 2.5 The Municipality recognizes the freedom of association of any worker to belong to a trade union or not. The Municipality does not believe in any closed shop arrangements denying staff members freedom of association.
- 2.6 The Municipality accepts the staff members right to collective negotiation.
- 2.7 The Municipality will sign a recognition agreement with any trade union, which meets the requirements of an Exclusive Bargaining agent.
- 2.8 Although Council is accountable for industrial relations, it believes that the conduct of industrial relations on a day-to-day basis, e.g. grievance and discipline handling, shall be dealt with at the supervisory levels of the Municipality.
- 2.9 The Municipality believes in the Affirmative Action Policy as far as employment practices are concerned.

3. RECRUITMENTS, APPOINTMENTS & PROMOTIONS

3.1 VACANCIES

3.1.1 VACANCIES ON BANDS E TO F

3.1.1.1 PERMANENT VACANCIES ON BAND E TO F

That permanent vacancies on Bands E to F be advertised in the Municipal Newsletter as well as two main newspapers circulating in the area and remain open for one month.

That Management Committee in conjunction with the Chief Executive Officer, compiles a shortlist from the applicants and interviews them to make recommendations on the specific appointment to Council to make the final appointment.

3.1.1.2 TEMPORARY VACANCIES ON BANDS E TO F

That temporary vacancies in Bands E to F be advertised in the Newsletter of Council and remain open for two weeks after publication.

The Chief Executive Officer, selects the applicants to be interviewed, appoints the staff member and notify the Management Committee and Council.

3.1.2 VACANCIES ON BANDS C TO D**3.1.2.1 PERMANENT APPOINTMENTS ON BANDS C TO D**

That permanent vacancies in Bands C to D be advertised simultaneously on notice board, Municipal Newsletter and in two prominent newspapers circulating in the area and remain open for one month.

That the Personnel Advisory Sub-Committee compiles a short list of applicants to be recommended to and interviewed by Management and Personnel Advisory Sub-Committee for appointment.

3.1.2.2 TEMPORARY APPOINTMENT ON BANDS C TO D

That temporary vacancies in Bands C to D be advertised on the Municipal notice board for one week.

That the Personnel Advisory Sub-Committee prepares a short list of applicants to be interviewed by the Personnel Advisory Sub-Committee who shall recommend a specific applicant to Management Committee or designate to make the final appointment.

3.1.3 VACANCIES ON BAND B**3.1.3.1 PERMANENT VACANCIES ON BAND B**

That permanent vacancies on Band B be advertised in the media and stay open for one month.

The Personnel Advisory Sub-Committee shortlist and interviews applicants for recommendation by the Management Committee.

3.1.3.2 TEMPORARY VACANCIES ON BAND B

That temporary vacancies in Band B be advertised on the Municipal notice board for 1 week.

That the Personnel Advisory Sub-Committee selects and interviews the applicants on the short list, appoint a staff member for confirmation by Management Committee.

3.1.4 APPOINTMENTS ON BAND A**3.1.4.1 PERMANENT VACANCIES ON BAND A**

That vacancies in Band A after approval by the Personnel Advisory Sub-Committee, be advertised for 1 week on the Municipal notice boards.

That the applicants be supplied with a simplified application form for completion to be placed in a sealed box at a certain point.

That the Personnel Advisory Sub-Committee selects and interviews the applicants on the short list, appoint a staff member for confirmation by Management Committee.

3.1.4.2 TEMPORARY VACANCIES ON BAND A

That temporary vacancies on Band A be advertised on Municipal notice boards for one day.

That the Head of Department and Supervisor select and appoint the applicants temporarily and inform the Human Resources Office thereof for administrative purposes.

3.1.5 GENERAL:

That all vacancies be advertised on the notice boards of the Municipality.

The Bands for the purpose of selection and appointment for application of this policy means the potential maximum band for a specific post.

3.2 REFUNDS FOR ATTENDING INTERVIEWS

Council undertakes to refund the actual fuel or cost of most economical mode of transport used by applicants outside the Municipal area by submission of proof.

A further payment of normal accommodation allowances, as determined by Council from time to time, is payable for each day the applicant has to overnight in Keetmanshoop.

3.3 TRANSFERS

The Chief Executive Officer or his/her designate, can transfer any staff member from one position to another:-

- (a) where the service of Council demands
- (b) where a staff member seems not to be fit for a position.

If transferred under Rule 3.3(a) to a post of at least the same salary scale, but if transferred under Sub-Section 3.3(b) to any post irrespective of the salary scale.

3.4 INTERNAL PROMOTIONS

- c) The Management Committee on the recommendation of the Personnel Advisory Sub-Committee, can promote any staff member in accordance with the promotion policy of Council.

3.5 APPOINTMENT REQUIREMENTS

- 3.5.1 Except where a person is transferred from one post to another, whether in the same department or not, and subject to Section 27 of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended, Council shall only appoint a person in permanent employment if the person:-

- (a) has completed the probation period required by these rules;
- (b) is a citizen of Namibia or is in possession of a permanent residence permit or an employment permit; and
- (c) is not under 16 years of age and not over 55 years of age, or otherwise, is already a member of an approved pension fund and his/her benefits from such membership are transferred to the pension fund.

- 3.5.2 Every staff member shall, before he/she assumes duty, hand to the Chief Executive Officer or to a staff member designated for such purpose by the Chief Executive Officer or his/her designate, the following original documents for entry in Council:

- (a) a birth certificate or other satisfactory proof of his/her full name and date of birth;
- (b) proof of naturalisation, if applicable;
- (c) a document proving the staff member's marital status;
- (d) proof of his/her qualifications as mentioned in his/her application;
- (e) any other document reasonably required by Council or its designate.

3.5.4

- (a) Any staff member who is appointed on probation as referred to in sub-rule 3.5.1, shall contribute to and become a member of the pension fund, except where the Pension Fund Rules provide otherwise.
- (b) Nothing prevents Council to prescribe membership of any other fund as approved by Council.

3.5.5

- (a) A person who has applied for a post or vacancy with Council shall not solicit or attempt to solicit any Councilor or member of Management Team of Council for the purpose of obtaining the post or vacancy.
- (b) A person who contravenes sub-rule (a), shall be regarded as unfit for appointment to the post or vacancy.

3.5.6

- (1) Subject to sub-rules (2) and (3) and the Rules of the Pension Fund, a staff member who has reached retirement age, shall leave the service of Council and thereupon all benefits accruing to him/her under these Rules, shall be paid out to him/her.
- (2) Subject to the Rules of the Pension Fund, Council may:-
 - (a) re-employ, in a temporary capacity, any staff member who has reached retirement age and has left Council's services; or
 - (b) on request by any staff member, renew the staff member's contract of service, who has reached retirement age, for a maximum of six months.

On such conditions as Council may deem reasonable and as long as his/her services are required by Council.

3.6 PROBATION

3.6.1 Any staff member when appointed into a specific post of Council, must be appointed on probation for at least six (6) months and be assessed every three months.

- (a) If Personnel Advisory Sub-Committee, after duration of the probation period is convinced that the staff member is fit for the specific position, Council must confirm his/her appointment and on recommendation of the Head of Department or Chief Executive Officer, whichever the case may be.
- (b) If Council does not confirm his/her appointment:
 - (i) the probation period can be extended for up to six (6) months.

3.6.2 If permanent staff member on probation whose services are found not to be satisfactory during or at expiration of the probation period, his/her services can be terminated in terms of Section 47 (1) of the Labour Act.

3.7 EMPLOYMENT CONTRACTS**3.7.1 POLICY ON EMPLOYMENT CONTRACTS**

For the purpose of these Personnel Rules, employment contracts are divided into four categories:

- (1) Permanent staff members

- (2) Casual staff members
- (3) Short-term contract staff members
- (4) Long-term contract staff members

a). **PERMANENT STAFF MEMBERS**

(a).1 **DEFINITION**

Staff member appointed in permanent positions but on probation for up to twelve months where after placed or not placed on the fixed establishment of Council.

(a).2 **RENEWAL AND DURATION**

Permanent basis, not required.

(a).3 **NOTICE**

Subject to Sections 46,47,48,49 and 50 of the Labour Act of 1992, read together with Rule 5.1 of this document.

(a).4 **PERIODS OF PAYMENT**

Monthly payments.

(b) **CASUAL EMPLOYEES**

(b).1 **DEFINITION**

Staff members engaged for *ad hoc* tasks or jobs which would not last for more than two days and who are not employed for periods beyond two days in any week.

(b).2 **RENEWAL AND DURATION**

The staff member may not be employed for more than two days a week and may not be re-engaged for at least three working days on this basis.

(b).3 **NOTICE**

Not applicable

(b).4 **PAYMENTS**

Staff member will be paid on a daily basis as agreed with the staff member.

3.7.2 **GENERAL STIPULATIONS**

3.7.2.1 **RULES AND REGULATIONS**

All temporary staff members (casual staff members excluded) will be subject to the existing rules and regulations from time to time to the Municipality in terms of disciplinary and grievance procedures as well as other policies and work procedures of Council.

3.7.2.2 **SICK LEAVE**

All temporary staff members (casual excluded) are entitled to 1 (one) day paid sick leave in respect of each completed month of service.

3.7.2.4 SALARY NOTCH

All temporary staff members will be paid on the commencing salary scale of the level on which he/she is appointed, calculated in terms of the Labour Act, 1992. Sec. 35.

3.8 ATTENDANCE REGISTER

Heads of Departments shall keep attendance registers or see that attendance registers are kept of all staff members in his/her department which shall be handed over to the Human Resources Coordinator for record purposes.

3.9 CHANGE OF ADDRESS

Every staff member shall, within seven (7) days after his/her permanent address has changed, inform the Human Resources Officer of such change.

4. WORKING HOURS, OVERTIME AND WORK ON SUNDAYS AND PUBLIC HOLIDAYS

4.1 WORKING HOURS

Council shall determine the ordinary working hours of its staff members, subject to the provision of the Labour Act, and the staff members shall comply with such working, hours, but the working hours so determined:-

- (a) where the staff member is a security guard or other guard:-
 - (i) shall not exceed 60 hours per week
 - (ii) shall not exceed 12 hours per day if the staff member works a five day working week
 - (iii) shall not exceed 10 hours per day if the staff member works a six day working week
- (b) in the case of any other staff member:-
 - (i) shall not exceed 45 hours per week
 - (ii) shall not exceed 9 hours per day if the staff member works a five day working week
 - (iii) shall not exceed seven and one-half hours per day if the staff member works a six day working week, except where the staff member, one day of the working week, works for five hours or less than the hours to be worked on the other days shall not exceed eight hours.
- (c) where the staff member is a security guard or any other guard who is a shift worker:-
 - (i) shall not exceed 12 hours per shift if the staff member works five shifts during any week.
 - (ii) shall not exceed 10 hours per shift if the staff member works six shifts during any week.
- (d) in the case of any other shift worker:-
 - (i) shall not exceed nine hours per shift if the staff member works five shifts during any week.
 - (ii) shall not exceed seven and one-half hours per shift if the staff member works six shifts during any week,
 - (iii) except where the staff member works one shift during the week, a shift of five or less hours than the hours to be worked on the other days shall not exceed eight hours.

4.2 OVERTIME

- (i) Council may require any staff member to work overtime and a staff member, who is so required, shall be expected to work overtime except where exclusions/exemptions apply.
- (ii) Council shall pay to a staff member who works overtime an amount calculated at a rate of not less than:-
 - in the case of any other day than a Sunday or a public holiday, one and one-half times his / her remuneration for one hour in respect of the overtime the staff members worked;
 - in the case of a Sunday or a public holiday, double his/her remuneration for one hour in respect of the overtime the staff member worked.

4.3 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (a) Council shall not require or permit a staff member to do any work on a Sunday or a public holiday, except a staff member who:-
 - performs work connected with the arrival, departure, provision, loading or unloading of a truck or other heavy vehicle used for the transportation of passengers;
 - performs work related to traffic control, or the provision of electricity, water, sewerage, ambulance service, civil defense, security or fire brigade services as well as standby personnel and personnel at the emergency office.
 - performs work, which is required to be performed continuously as declared by notice in the Gazette by the Minister: Labour and Human Resources Development.
- (b) Council shall, in respect of a staff member shall be available for standby duty after ordinary working hours, in addition to any allowance paid to him / her to be at all times available, also remunerate him / her in respect of the period he / she actually worked overtime on the basis of overtime remuneration as determined in the Labour Act (1992).
- (c) Where a staff member is required to work for more hours than is normally required, special agreement should be entered into between the employer and staff member, subject to permission by the Minister.
- (d) Council shall, in respect of an staff member shall be available for standby duty after ordinary working hours, in addition to any allowance paid to him/her to be at all times available, also remunerate him/her in respect of the period he/she actually worked overtime on the basis of overtime remuneration as determined in the Labour Act (1992).

5. TERMINATION OF SERVICES, BEHAVIOUR CODES, SECRECY

5.1 TERMINATION OF SERVICE AND SUSPENSION

- 5.1.1 Council may, subject to Section 29 of the Labour Act and the Rules and Regulations of the Pension Fund, terminate an staff members contract of employment:-
 - (a) on account of misconduct;
 - (b) on account of unfitness for his/her duties or incapacity to carry out such duties efficiently;

- (c) owing to the abolition of his/her post or any reduction in or reorganization or rearrangement of departments or posts on the fixed establishment;
- (d) in the case of a staff member appointed on probation if his/her services are unsatisfactory, on medical grounds, or in the case of an staff member appointed temporarily, for any reason deemed reasonable by Council.

Subject to Section 29(4) of the Labour Act:-

- 5.1.2 Any staff member who, without the written permission of the Chief Executive Officer or Head of a Department, is absent from his/her place of duty for a period exceeding 30 consecutive days, shall be deemed to have been discharged from Council's service on account of misconduct, with effect from the date immediately after his/her last day of attendance at his/her place of duty.
- 5.1.3 Subject to Section 29 of the Labour Act, the services of a staff member appointed permanently or on probation may, in cases mentioned in sub-rule 5.1.1, be terminated in terms of Section 47(1) of the Labour Act, 1992, or when contract expires, but:-
- (a) Council may terminate the services of a staff member summarily, if he/she is found guilty of an act of misconduct;
 - (c) Council may terminate the contract of service of an staff member whom a registered medical practitioner has certified to be permanently disabled, after the disability claim had been accepted .
 - (d) by the insurer and the benefits by the insurance company become payable.
- 5.1.4 Any disciplinary action against a staff member shall be in accordance with the Disciplinary Code as attached by Annexure 1.
- 5.1.5 The services of a staff member appointed temporarily will be terminated at the expiry of the term of appointment, or as contemplated in 5.1.1 above.
- 5.1.6 A staff member appointed permanently or on probation may terminate his/her contract of service with Council by giving Council notice in writing in terms of Section 47 (1/2) of the Labour Act of 1992.

5.2 EMPLOYEE BEHAVIOR

5.2.1 CODE AND PRINCIPLES TO SERVE AS GUIDELINES FOR ACTIONS BY A PROFESSIONAL MUNICIPAL OFFICIAL

5.2.1.1 An official in service of a Council shall not

- (a) be unfriendly or act in an untoward manner;
- (b) make information known of a Councillor with the intention to bring him/her in disfavour with another Councilors or to undermine him/her;
- (c) try to win the favour of a Councilor for personal gain;
- (d) approach a Councilor for appointment, promotion or any benefit in the service of the Local Government for himself, a member of family or friend;
- (e) give special attention or advantage to any person, body, institution or organization, which will not be given to another member of public under the same circumstances;

- (f)1. do anything that may create conflict between his/her private interests and his/her official duties;
- 2. engage in or accept external employment or render services for private interest other than the Council without prior written approval of Management Committee;
- 3. have financial interest in companies, which do business with Council.

Staff members must declare in writing their interest to Council on an annual basis.

- (g) accept any gifts, favour or item of value that may tend to influence a staff member in the discharge of his/her duties or grant in the discharge of staff member duty any improper favour, service, or item of value.
- (h) make any confidential information known, except where required in his official duties, therefore every staff member shall be required to sign Oath of Secrecy;
- (f) be a member of any delegation, except a personnel delegation, which interviews Councilor or its Committee on any issue where it could be said that his/her presence was to unreasonable advantage to the delegation;
- (g) criticize his/her Councilor or a Councilor in public in such manner that it breaks down the status of the Council;
- (h) participate actively in Local Government elections, except by voting or to support the nomination of any candidate or group of candidates;
- (i) create dissatisfaction, aggression or similar unwished for action by way of rumours.
- (j) Speculate on Council Policy in public.

5.2.1.2 An official in service of a Council should:-

- (a) be just and polite in his/her actions with all members of public, as well as Councilors and he/she may not, in any manner, favour members of public and/or Councilors or discriminate against them;
- (b) make sure that the right and relevant information in the execution of his/her duties, be given to those who have the right to it;
- (c) act politely and fairly to other staff members of the Council;
- (d) see him/herself always as member of a team and his/her actions should never be in isolation;
- (e) act in accordance to the rules, regulations applicable of the Keetmanshoop Municipality;-
- (f) be loyal to the Council which is his/her employer, serve it to the best of his/her ability and strive to be a worthy and proper example to other in the sphere of his/her services; and
- (g) try to ensure that those under his/her control be motivated to such an extent that they justify their salary and be a benefit to the Council they serve.

GENERAL PROVISIONS

5.2.2.1 RELATIONSHIP WITH COUNCILORS AND PUBLIC

- (1) No staff member shall take part in election campaigns of Councilors, except in the execution of his/her official duties.

- (2) No staff member shall, except a member of the Management Team, discuss any affairs of Council with a Councilor outside official.
- (3) A staff member shall not direct any request on any affairs related to his/her capacity as staff member to any Councilor, and shall take any personal or functional problems up with his/her immediate Head or Supervisor at first.
- (4) No staff member shall, except when specifically authorized by Council, supply directly or indirectly any press-, radio- or television releases on any aspect of any Council activities except when so authorised or when part of his/her duties.

5.2.2.2 PROTECTION OF COUNCIL PROPERTY

- 1) No staff member shall use, or permit the use of, or order any subordinate staff member to use any vehicle, tool, implement or any goods or materials which are the property of Council, for any purpose except in the service of Council, except with the permission of the Chief Executive Officer.
- 2) No staff member shall remove, or permit the removal of, or order any subordinate staff member to remove any vehicle, tool, implement or any goods or materials, which are the property of Council, except for the purpose of using it elsewhere in Council's service or take it to an approved place of storage belonging to or under the control of Council for the purpose of storing it, except with the permission of the Chief Executive Officer.
- 3) No staff member shall willfully or negligently destroy or damage or allow the destruction or damage of any vehicle, tool implement or any property of Council.

5.2.2.3 SERVICE AGREEMENT

- 1) Every staff member must commit him/herself fully to the service of Council during working hours to fulfill his/her official duties; may not without permission and knowledge of his/her immediate Head or Supervisor change his/her working hours, interchange his/her services or leave his/her working place and must not allow that his/her attention be absorbed by personal affairs to the disadvantage of Council.
- 2) No staff member may perform any work during his/her-normal working hours or during times for which such employee is paid overtime, if such work is not connected with the service of Council.
- 3) Every staff member is accountable to his/her immediate chief or supervisor for the proper and effective execution of all duties entrusted to him/her.

5.2.2.4 PROTECTIVE CLOTHING

- 1) For the purpose of this Rule the expression "protective clothing" includes all prescribed clothing such as overalls, protective shoes, uniforms, crash helmets, identification marks, welding shields, gloves, belts and any other similar clothing or equipment or identification marks which may from time to time, either by legislation or by resolution of Council be prescribed.
- 2) In addition to the wearing of protective clothing as provided in the Labour Act of 1992:

- (a) Council shall, provide such protective clothing or uniforms, as it may deem necessary to staff members who, under a resolution of Council, shall wear protective clothing or uniforms themselves;
- (b) every staff member who is instructed to use protective clothing or uniforms shall wear such protective clothing or uniforms.
- (c) the Head of Departments and/or Supervisors concerned shall ensure that the protective clothing or uniforms shall, at all times, according to circumstances, offer sufficient protection to such staff members.
- (d) Protective clothing or uniforms shall remain the property of Council and shall be handed in to the Supervisor concerned on receipt of new protective clothing or uniforms or when the staff member leaves Council's service, but Council may, as a concession, allow the staff member to keep his/her protective clothing or uniform when he/she retires.
- (e) A staff member, who has been provided with uniforms and identification marks shall, when he/she is on duty appear in a neat, clean and complete uniform with identification marks properly displayed.
- (f) Council shall not be held liable for accidents or actions of proven negligence.

5.2.2.5 COMMISSION, OTHER MONIES AND PATENTS

- (1) No staff member shall claim or accept, except with the approval of the Chief Executive Officer, any commission, money or compensation whether monetary or otherwise (not being his/her remuneration, allowance or other moneys payable to him/her by the Council) in respect of the performance of his/her work and in the case of the Chief Executive Officer with approval of Council.
- (2) Any moneys or payment received by a staff member by reason of him/her having acted in any capacity on behalf of Council, or in respect of any service rendered during working hours, shall be paid into Council's revenue.
- (3) Where a staff member, in the course of his/her duty, produces any work or makes an invention over which a copyright or a patent is registered, that copyright or patent vests in Council.
- (4) Subject to the provisions of any law, a staff member shall not without the written permission of Council cede, transfer or assign his/her right or claim in respect of any wages or salary or moneys due to him/her by Council or which may become due to him/her by Council and Council shall not pay any amount owing by it to an staff member to any person except to such staff member, unless such person submits a proper power of attorney from the staff member or unless Council is legally compelled thereto.
- (5) No staff member shall borrow money from any person whose activities or contracts that staff member has to supervise, or against whom the staff member has to take credit control measures to recover municipal moneys, or request such person to stand surety for him/her, so that it may cause embarrassment to Council, or that any form of blackmail or bribery can be inferred or which may create disharmony in the working environment.

5.3 SECRECY AND MISUSE OF INFORMATION

- 5.3.1 No staff member shall make information available, which he/she collected while performing his/her duties, except for information used in the execution of his/her duties and within stipulations of the Press Policy of Council.
- 5.3.2 No staff member shall misuse information which he/she gathered through his/her post, whether he/she makes such information known or not.

6. ANNUAL LEAVE, BONUS LEAVE, SICK LEAVE & SPECIAL LEAVE

6.1 GENERAL PROVISIONS

- 6.1.1 The Rules contained in this chapter shall apply to all staff members except staff members appointed on a temporary basis or casual staff members.
- 6.1.2 All leave of absence under these Rules shall be classified under one of the following headings:-
- a) Vacation Leave with or without remuneration;
 - b) Sick Leave;
 - c) Bonus Leave;
 - d) Special Leave with or without remuneration;
 - e) Maternity Leave.
- 6.1.3 The granting of leave of absence classified under any heading shall not influence the granting of leave of absence classified under any other heading, except insofar as it is specially provided otherwise in these Rules.
- 6.1.4 Subject to Rule 5.1.2 a staff member shall:-
- a) at least one month before he/she takes leave, apply for leave of absence on a form and procedure approved by Council.
 - b) where it is impossible to apply for leave of absence as contemplated in paragraph a), apply for leave of absence not later than one day after he/she has returned from such leave.
 - c) No messages regarding leave application will be accepted and such absence will be treated as absence without leave until reasonable proof for the reason of such leave has been submitted by the staff member him/herself.
- 6.1.5 Council shall not, during a staff members vacation leave require or permit that staff member to perform any work as its staff member, except in cases of emergency.
- 6.1.6 (1) When calculating vacation leave granted to an employee who works a five/ six day working week, public holidays, Saturdays and Sundays shall not be included in the leave period.
- (2) Council may withhold the amount payable in respect of the current incomplete leave cycle if the staff member has terminated the contract of employment without giving notice as required under Rule 5.1.6.
- 6.1.7 All leave owing to, and leave granted to and used by a staff member, shall be recorded in a record, which shall be kept for such purposes. The record must at all reasonable times during office hours be available for inspection by Supervisors/ Head of Departments or the Chief Executive Officer.
- 6.1.8 Notwithstanding Rule 6.2, Council shall not grant a staff member leave to run concurrent with any period of leave or with a period of notice of termination of the contract of employment.

- 6.1.9 Where a staff member dies while he/she is in the service of Council, Council shall pay to the staff members estate or the beneficiaries nominated by the staff members his/her full remuneration in respect of any annual or bonus leave which accrued to him or her, but was not granted before the date of termination (by reason of death of his/her contract of service.
- 6.1.10 When too much leave was granted to a staff member than provided in these conditions of service, such excess can be deducted from future earned leave or accumulated bonus leave or vice-versa.
- 6.1.11 An staff member on approved leave, cannot commence service before such period of approved leave has expired, except with the approval of the Head of Department and in case of the Head of Department, the Chief Executive Officer, the Chairperson of Management Committee.
- 6.1.12 Subject to provisions of the Labour Act, application for annual leave can reasonably be refused, especially on application for occasional annual leave and in the case of application for accumulated bonus leave, such application can reasonably be refused without detriment to the staff member, if the demands of the work circumstances or the availability of existing workforce requires such refusal.

6.2 ANNUAL LEAVE

Annual leave with full payment will be granted to every staff member in respect of each period of 12 consecutive months of employment as follows:-

- a) Five working day staff member: 30 working days
- b) Six working day staff member: 36 working days
- c) Seven working day employees: 45 working days
- d) Chief Executive Officer: 35 working days

6.3 BONUS LEAVE

In addition to annual leave, bonus leave being a fringe benefit beyond the Labour Act (1992), with full pay, will be granted to every staff member in respect of each period of 12 consecutive months.

6.4 ACCUMULATION OF LEAVE

- 6.4.1 Annual leave cannot be accumulated and must be taken annually.
- 6.4.2 Bonus leave may be accumulated up to the following maximum for purposes of payment but only on separation of service, retirement or death:-
- a) Five working day staff members : 30 working days
 - b) Six working day staff members : 36 working days
 - c) Seven working day staff members : 42 working days
 - d) Chief Executive Officer : 30 working days
- 6.4.3 Bonus leave will be credited up to the amount of working days stipulated in 6.4.2 where after the right to be granted bonus leave will be waived and no further bonus leave days credited except when reduced within the amounts stipulated in 6.4.2, within twelve (12) months after the granting leading to an excess.

6.5 PAYMENT OF ANNUAL AND BONUS LEAVE

- 6.5.1 Outstanding annual leave and accumulated bonus leave will be paid out by approval of the Chief Executive Officer on the day of separation subject to the conditions contemplated in any Act or any other warranted circumstances, but only to the allowed amounts.

- 6.5.2 Calculation of the amount to be paid in terms of outstanding Annual and Bonus Leave will be done according to the following formulae:-

Monthly Salary

$$4.33 \div a \times b = x$$

a = the amount of working days which the staff member works per week;

b = the number of outstanding leave days

x = amount payable

- 6.5.3 The staff member will be paid his/her remuneration in respect of his/her Annual leave not later than the last working day before the commencement of his/her leave, but such remuneration will not be paid in respect of occasional Annual leave.

6.6 CHANGE IN ANNUAL AND BONUS LEAVE

- 6.6.1 When a staff member changes, for whatever reason, from one working day group to another, his/her outstanding annual leave will be calculated as follows:-

- (a) when a staff member's working days increases:-

$$\frac{A}{18} \times 21 = \text{working days when the working days increase 5 working days to 6 working days;}$$

$$\frac{A}{21} \times 24 = \text{working days when the working days increase from 6 to 7 working days;}$$

$$\frac{A}{18} \times 24 = \text{working days when the working days increase from 5 to 7 working days.}$$

A = the amount of annual leave to the credit of the staff member on the day of change of his/her working days;

- b) when a staff member's working days decrease:-

$$A - \left(\frac{A}{7} \times 2 \right) = \text{when the staff member works 2 days less per week}$$

$$A - \left(\frac{A}{6} \times 1 \right) = \text{when the staff member works 1 day per week less;}$$

A = the amount of annual leave to the credit of the staff member on the day of change of his/her working days.

- 6.6.2 When a staff member's working days increase:-

$$\frac{A}{12} \times 15 = \text{working days when the working days increase from 5 to 6 working days;}$$

$$\frac{A}{12} \times 18 = \text{working days when the working days increase from 6 to 7 working days;}$$

$$\frac{A}{12} \times 18 = \text{working days when the working days increase from 5 to 7;}$$

- b) when a staff member's working days decrease:-

$A - \left(\frac{A}{7 \times 2} \right)$ = when the staff member works 2 days less per week;

$A - \left(\frac{A}{7} \times 1 \right)$ = when the staff member works 1 day less per week;

A = the amount of bonus leave to the credit of the staff member on the day of change of his/her working days.

6.7 SICK LEAVE

- 6.7.1 Council shall grant to its staff members who is absent from work through incapacity, 120 calendar days sick leave in the aggregate on full remuneration for a cycle of 3 years.
- 6.7.2 Sick leave accrues to a staff member on the first day of a cycle and as from that day the full complement for the cycle concerned may be granted to him/her if the provisions of these Rules are complied with, except that during the first year of service, not (more than 4 days sick leave on full pay for every completed month of service, may be granted to a staff member.
- 6.7.3 Subject to paragraph 6.7.3(b), sick leave which - "is prescribed for any particular cycle but is not used during that cycle", shall lapse at the end of the cycle and shall not be carried forward to the next cycle.
- 6.7.4 a) Where a staff member is absent from duty through incapacity for a period of more than two working days, sick leave may be granted to him/her only if, on application for sick leave, he/she submits a certificate from a registered medical or dental practitioner in terms of the act in which the nature of the incapacity is clearly defined and in which it is declared that such staff member is unable to perform his/her duties of office and which also indicates what period is necessary for his/her recovery (in these Rules referred to as a certificate of indisposition) provided that if a staff member has during any period of up to eight week received payment in terms of that sub-rule on two or more occasions without having produced such a certificate to his/her employer, shall during the period of eight weeks, immediately succeeding the last occasion not be bound to pay the said amount to the staff member in respect of any absence from work, unless he/she produces such a certificate.
- b) The Chief Executive Officer or his/her designate may, in his/her discretion, require the submission of a certificate of indisposition in respect of periods of less than two days or on Monday and Friday or before or after a Public Holiday.
- 6.7.5 The Chief Executive Officer or his/her designate may, at any time, compel any applicant for sick leave to subject him/herself to examination by a registered medical or dental practitioner appointed by Council and if such a certificate differs significantly from the one of indisposition accompanying the application, Council may curtail or refuse to grant such sick leave or, if the sick leave has already been granted, curtail or cancel such sick leave according to the certificate of such medical or dental practitioner.
- 6.7.6 A staff member granted sick leave should not leave the Keetmanshoop municipal area without the approval by the Chief Executive Officer or his/her designate.
- 6.7.7 Where leave was granted after his/her vacation leave has begun, that portion of his/her vacation leave during which he/she is incapacitated, may be converted into sick leave if:-

- a) the staff member submits a certificate of indisposition in which a registered medical or dental practitioner certifies that the applicant has to stay in bed during the period for which sick leave is applied;
 - b) the necessary sick leave is available;
- 6.7.8 a) Nothing contained in these Rules shall preclude an staff member from leaving the service on grounds of ill-health before the maximum or any period of sick leave has been granted.
- b) In cases where a staff member had been boarded by the insurer, his/her service shall be terminated by Council on the date on which his benefits becomes payable-
- 6.7.9 At the commencement of these Rules and Regulations, every staff member shall be credited with the leave cycle of 3 (three) years.
- 6.7.10 For the purposes of this Rule:-
- a) "incapacity" means inability to work owing to any sickness or injury except injury or sickness caused by a staff member's own conduct;-
 - b) any period during which a staff member is on sick leave by virtue of this Rule, or is absent from work on the instructions or at the request of Council, shall be deemed to be employment with Council;-
 - c) any inability to work, caused by an accident or a scheduled disease as defined in Section 2 of the Employee's Compensation Act, 1941 (Act No. 30 of 1941), shall only be regarded as incapacity during any period in respect of which no compensation is payable in terms of that Act;
 - d) incapacity to carry out his/her duties efficiently.
- 6.7.11 Notwithstanding the definition of "incapacity" in sub-rule 6.7.9, Council may regard alcoholism or drug addiction as incapacity and may in terms of this Rule grant to a staff member who is an alcoholic or drug addict, sick leave with full remuneration: but:-
- a) where medically certifiable symptoms for alcohol addiction or drug abuse occur after the staff member has been permanently appointed, that person may be granted sick leave with full remuneration only once during his/her period of service with the Council for the purposes of receiving specialized treatment at an approved institution.
 - b) when medically certifiable symptoms for alcohol or drug abuse occur during an staff members probation period or while the staff member has not been appointed permanently, Council may, in accordance with these Rules, terminate that staff members contract of service.
 - c) if a staff member has to leave service directly due to the misuse of alcohol or addiction to drugs, no paid sick leave will be granted.
- 6.7.12 Sick leave will only be granted due to sickness, indisposition or injury which is not owing to misbehaviour, lack of necessary precautions or through his/her own aid.
- 6.7.13 A staff member to whom sick leave without payment is granted and who has annual or bonus leave to his/her credit, can choose whether he/she wants to take, annual or sick leave without payment.
- 6.7.14 Calculation of sick leave will commence from the first working day of service until the day before the day of separation which include Saturdays, Sundays and public holidays during the said period.

6.8 SPECIAL LEAVE

6.8.1 STUDY LEAVE

For the purpose of leave to enable staff members to study and to write exams, the following full paid, study leave can be granted:-

- (i) One working day for every day when exams are done.
- (ii) One additional working day which is not the days on which exams are done for every day in which exams are done, except in case of scholastic exams, only two additional working days are granted per subject.

Study leave may only be granted once for the same subject or part of a subject. Management Committee may approve special leave to staff members to attend classes or training courses if such attendance does not hamper the service objectives of Council or leads to financial burden on Council.

6.8.2 LEAVE FOR MEETINGS, CONFERENCE, COURSES AND SPORT:-

1. Sport

Twenty-one (21) working days special leave per annum can be granted for the following:-

Participant, referee, manager, vice manager, representative of management and coach of sport team or sport management which represents Namibia nationally or international nomination for sport management or for coaching purposes.

2. National or international meetings, conferences, courses and programmes

Twenty-one (21) working days special leave per annum for the following:

Meetings, conferences, programmes, courses and activities of acknowledged national and international significance, non-political, non-religious, professional organizations, for example NGO's, etc.-

3. Other meetings, conferences, programmes and activities

Ten (10) working days special leave per annum for any meeting, conference, programme or activity which Management Committee which may consider may benefit the community and not only isolated group(s).

6.8.3 LEAVE WITHOUT PAYMENT

- 1) Unauthorised absence from service shall, notwithstanding any other disciplinary action, be treated as leave without payment whether an application form has been signed or not.
- 2) If sound reasons exist, leave without payment can be granted to a staff member with no annual or bonus leave credits: Provided arrangements for regular deductions from the remuneration of the said staff member can be made and that such leave does not exceed more than one salary payment date.
- 3) Council can exclude a staff member from work who arrives late for work, or leave the workplace permanently before 10h00, which means that such absence for the day be treated as unauthorized leave.

6.8.4 LEAVE TO ATTEND COURT

- 1) Any staff member who institutes legal proceedings which does not result from her/his service in this Municipality, shall apply for annual or bonus leave or leave without payment.
- 2) Special leave can be granted if an staff member is summoned as witness in proceedings before court of law or has to attend an institution meeting of a statutorily investigating body or board to give evidence or submit documents on behalf of Council or connected with the staff members official duty.

6.9 MATERNITY LEAVE

- (1) Council shall grant to a female staff member who has completed at least 12 months continuous service in the employment of Council, with a view to her confinement, at least four weeks maternity leave without basic salary before the expected date of her confinement, certified in writing by a registered medical practitioner.
- (2) A female staff member who has been granted maternity leave in terms of subrule (1) above, shall not be deprived of any right, except the right to basic salary, which vested in her by virtue of her employment on the date immediately before the date on which her maternity leave commences and such rights shall continue as if the staff members period of employment was not interrupted during the period of maternity leave granted to her.
- (3) A staff member who has been granted maternity leave shall, on a monthly basis, be responsible for the Pension, Medical and Social Security Fund contributions.
- (4) For the purpose of these Rules, the period over which a staff member is on maternity leave, shall, when calculating the continuous service period of that staff member, be taken into consideration.

6.10 APPLICATION FOR ALL FORMS OF LEAVE

- 1) The Chief Executive Officer shall approve all applications for leave of Bands E to F by completion of the prescribed form.
- 2) All other staff members shall apply for any leave by completing the prescribed form for approval by the Head of Department and that such leave only be granted after the application has been signed by the Head of Department.
- 3) The Chief Executive Officer shall apply for leave to Management Committee by an item and the application form shall be submitted to be signed, by the Chairperson of Management Committee.
- 4) Vacation leave application by the Chief Executive Officer due to unforeseen circumstances shall be communicated to the Chairperson of Management Committee and the item as well as application be submitted to the earliest Management Committee Meeting that follow.
- 5) Individual absence on vacation leave on Bands E to F, for longer than 20 working days shall be submitted to Management Committee for notification.
- 6) All sick leave by the Chief Executive Officer shall be submitted to Management Committee, supported by the application as well as certificates of indisposition to be signed by the Chairperson of Management Committee.

- 7) The Chief Executive Officer shall approve the sick leave applications by Bands E to F, and that Management Committee shall be informed via meetings of Heads of Departments of sick leave to Bands E to F for longer than fourteen (14) consecutive days.

7. SALARY INCREASES, PAYMENT DATES, ACTING ALLOWANCES AND ADVANCES

7.1 SALARY INCREASES

- 7.1.1 Council shall negotiate annual salary increases with the Union, which has signed as Exclusive Bargaining Unit, once a year.
- 7.1.2 Annual increases if any, shall become payable from the incremental date which is 1st July or as agreed by the Union.

7.2 SALARY PAYMENT

- 7.2.1 The salary shall be calculated from the 1st day of a month until the last day of that month, but paid out on or after the 25th of the month.
- 7.2.2 The salary cycle of all will be calculated from the 21st of a month until the 20th of the next month as signed on in the attendance register.
- 7.2.3 Remuneration shall be calculated in accordance with the stipulations of Section 35 of the Labour Act, 1992.
- 7.2.4 Council shall pay on application a staff member to whom leave is granted in terms of Section 39 (1) of the Labour Act, 1992, the remuneration in respect of his/her annual leave not later than the last working day of the staff member before the commencement of the leave.
- 7.2.5 In the event of an overpayment/underpayment of salary, for whatever reason, a staff member/Council shall be obliged to reimburse the Council/staff member for such over/underpayment upon conditions to be agreed.

7.3 ACTING ALLOWANCE

7.3.1 Acting in a vacant Post

Any staff member acting in a vacant post shall:

- a) Be rewarded;
- b) Be appointed in writing by Management Committee;
- c) Be acting for minimum of 30 consecutive days;
- d) Be paid the difference between the current notch and the minimum of the higher acting position;
- e) Not entitled to the fringe benefits of the acting position;
- f) Council may, over and above the minimum stipulated 30 days, pay a staff member who is acting, an honorarium, as a token of appreciation.

The period of acting should not exceed six months from the date of commencement. Where a staff member acting goes on leave, e.g sick leave, emergency arrangements shall be made to substitute him/her with someone who would then be taking charge of that office/department/division/section, etc. and for which remuneration shall not apply.

7.3.2 Taking charge of an occupied post.

Any staff member who is taking charge of an occupied post shall:

- a) Not be rewarded, but meant for capacity building and multi-skills;

- b) Shall be assigned to take charge of the activities in an occupied post;
- c) Be a rotation process.

7.4 ANNUAL BONUS

- a) Council shall pay to its staff members after completion of twelve (12) months uninterrupted service and therefore annually at the end of the month which is the month of commencement of services, an annual bonus which will be the same amount as the basic salary per month of the staff member at that stage: Provided that if a staff member leaves the service after twelve (12) months uninterrupted service, Council shall compensate such staff member for the finished part of the next twelve (12) month's service.
- b) Council shall not pay an annual bonus to a staff member who leaves the services of Council before completion of 12 (twelve) uninterrupted service, unless agreed otherwise.

8. FRINGE BENEFITS AND VEHICLE POLICY

8.1 PENSION FUND

Council, in co-operation with any other organization commits itself to establish and maintain a Pension Fund for all its staff members, except for casual and temporary staff members and shall contribute to such fund in accordance with the rules of the Pension Fund and to which all permanent and probationary staff members shall contribute.

8.2 MEDICAL FUND

- 8.2.1 Council may incorporate a Medical Fund and support its staff members with contributions to such fund, but, not compelled to such benefit and may change its policy or even cease such contributions-
- 8.2.2 Council shall have no obligation in this regard to any retired, resigned or unfit staff member.

8.3 HOUSING

- 8.3.1 Council may incorporate a Housing Scheme and support its staff members in this regard but only within its financial ability.
- 8.3.2 Council shall pay to its permanent staff members who do not occupy Council houses and upon assumption of duties, a housing allowance as determined from time to time.
- 8.3.3 When a staff member leaves the service of Council for whatever reasons, he/she shall vacate any house, room (s) given by virtue of employment on the last day of service and vacate such property whether he/she pays rent or not.
- 8.3.4 Council shall inspect such house to determine the condition in which case the occupant shall be held responsible for any damage on the property, other than normal wear and tear.
- 8.3.5 Council in principle will not provide housing to its staff members however arrangement can be made for bridging purposes.
- 8.3.6 Any post-bound house shall be occupied by the incumbent of the specific post, unless where Management Committee gives approval for other arrangements in this regard.

8.4 VEHICLE POLICY

- 8.4.1 Council, at the moment, does not provide a car scheme to its staff members, except for the position of the Chief Executive Officer to which an allowance is paid to buy his/her own car for private and official purposes, however, Council may introduce such schemes as it deems fit.
- 8.4.2 The Chief Executive Officer shall provide his/her own fuel within the Municipal area except for delegation trips in which case Council will supply or refund according to Council policy.
- 8.4.3 When a staff member uses his/her private car in the course of a delegation trip or any other reasonable purpose, Council may pay that staff member a transport fee for the distance, which the staff member actually used the car according to a tariff determined by Council.
- 8.4.4 Council can determine that a fixed monthly amount be paid to a staff member who uses his/her own car within the Municipal area in the, execution of his/her official duty.
- 8.4.5 Council does not provide transport from work to house or vice versa.
- 8.4.6 Allocation of vehicles to staff member for the execution of Municipal duties will be done according to the Vehicle Policy of Council.
- 8.4.7 1) If Council is of the opinion that it is necessary for any staff member to use a motor vehicle in the performance of his/her duties, Council may make a vehicle, which is the property of Council, available to such staff member for use in the service.
- 2) Where a staff member makes use of Council's vehicle as contemplated in sub-rule 1, the staff member shall drive such vehicle if he/she has the necessary licence and shall, not be entitled to any compensation in addition to his/her normal remuneration for driving the vehicle, and the Chief Executive Officer or Head of Department shall require a staff member to keep proper record of all trips taken with the vehicle in the form and manner prescribed by the Chief Executive Officer in a book to be known as a logbook.
- 3) Any staff member who is required to keep a logbook for any purpose and who fails to do so or who makes any false entry therein, shall be guilty of misconduct.

8.5 REMOVAL COSTS

- 8.5.1 Reasonable financial support, up to 100% of the real costs and after submission of at least three quotations for the transport of furniture and household property, shall be paid by Council for any staff member recruited outside Council's Municipal borders and who has been permanently employed.
- 8.5.2 If the staff member's services are terminated or he/she resigns before the completion of 12 months service, the staff member shall refund the Council.

9.1 LONG SERVICE

Council shall, except for the granting of a certificate, pay to an staff member a long service acknowledgement:-

- a) Five (5) years of service - 50% of monthly salary.
- b) Ten (10) years of service - 60% of monthly salary.
- d) Fifteen (15) years of service - 70% of monthly salary.
- e) Twenty (20) years of service - 80 % of monthly salary

- f) Twenty five (25) years of service - 90% of monthly salary.
- g) Thirty (30) years of service -100% of monthly salary

10. DELEGATION OF OFFICIAL DUTIES

- 10.1 Council shall determine and pay a daily allowance to any staff member who has been sent on approved delegation for each day outside the Municipal boundaries as well as the actual cost of accommodation and meals of registered or acknowledged suppliers of such services.
- 10.2 If a staff member prefers or has to make use of any other private accommodation, the same day allowance as determined in subrule 10.1 shall be paid to the staff member for accommodation each day of absence on delegation as well as the daily fee as determined from time to time.

11. LEGAL AID: CRIMINAL AND CIVIL CASES

- 11.1.1 When a staff member, in the course of his/her duty, commits an act or omits to do and the commission/omission amounts to a criminal offence for which the staff member is prosecuted, the Chief Executive Officer, may subject to sub-rule 12.1.2 arrange for the staff member's legal representation by Council's attorneys at Council's cost.

11.1.2 A staff member referred to in sub-rule 11.1.1

- a) shall, as soon as possible after his/her arrest or receipt of summons, through his/her Head of Department, inform the Chief Executive Officer in writing of the arrest, charge or summons and the date of appearance in court;
- b) shall, subject to sub-rule 12.1.5, personally remain liable for any penalty that the court may impose on him/her as a result of a conviction;
- c) where he/she elects to be legally represented by attorneys other than Council's attorneys, may not be covered by Council for his/her legal costs;
- d) must not, except with the written permission of Council's attorneys make any acknowledgement of guilt in respect of the action or omission.

11.1.3

- i) The Chief Executive Officer shall, after the conclusion of an staff member referred to sub-rule 12.1.1, prepare a report, which cover the cause of the prosecution and the findings of the trial court, and submit that report to the Management Committee which must include the minutes of the trial.
- ii) The staff member referred to in sub-rule 11.1.1, has the right of access to the report referred to in paragraph 11.1.3.

- 11.1.4 Where the report referred to in sub-rule 11.1.3, reveals that the staff member knowingly exceeded his/her authority or the scope of his/her duty, or was under the influence of alcohol or drugs at the time of the commission or omission or due to negligence of the act, which gave rise to the prosecution, then the staff member shall, where Council covered his/her legal costs, refund to Council the amount of such costs and shall not be excluded from Departmental actions in accordance with the Disciplinary Procedure.

- 11.1.5 Where a staff member is convicted of a criminal offence as contemplated in sub-rule 12.1.1, Council shall, after consideration of a report referred to in sub-rule 12.1.3, not be liable for any fine imposed on the employee as a result of the conviction.

11.2.1 When a staff member, in the course of his/her duty, commits an act or omits to do an act, and the commission or omission results in a civil claim against the staff member, the Chief Executive Officer may, subject to sub-rule 11.1.2 arrange for the staff members legal representation by Council's attorneys at Council's cost.

11.2.2 A staff member referred to in sub-rule 11.2.1

- a) must not, except with the written permission of Council's attorneys, admit liability, offer or promise any payment, offer or promise indemnity, in respect of the commission or omission of the act;
- b) shall, not later than seven days after the date of the commission or omission of the act, or the date on which the summons is served on him/her, or whichever date occurs the earliest, in writing inform his/her head of department of the commission or omission of the act;
- c) shall, as accurately as possible, furnish Council with all information in respect of the commission or omission of the act.

11.2.3 Where Council is of the opinion or there is evidence to prove that the staff member referred to in sub-rule 11.2.1, knowingly exceeded his/her scope of duty or was at the time of the commission or omission of the act, under the influence of alcohol, drugs or as a result of negligence, Council may refuse to render any legal assistance to the employee and may disclaim responsibility and action in accordance with the Disciplinary Procedure shall not be excluded.

11.2.4 When a staff member, in the course of his/her duty, suffers any injury or damage as a result of the action or omission of another person, the Chief Executive Officer may arrange for that staff member to be legally represented by Council's attorneys at Council's cost, if the staff member wishes to institute a civil claim for damages or injury suffered, but where the staff member is successful in his/her claim and the staff member has been awarded costs, he/she shall reimburse Council the cost of legal representation.

11.2.5 In the event of a staff member resigning from Council's service before the finalization of the Court case, the Council may consider the right to stop payment of any further legal or damage cost.

11.2.6 Rules 11.1.1 and 11.2.1 (based on merits of case) shall not apply:-

- a) where the commission or omission of an act by an staff member giving rise to a criminal charge, amounts to driving a vehicle and such driving does result in an accident or cause other damage;
- b) where Council institutes criminal proceedings or a civil claim against an staff member as a result of a commission or omission of an act referred to in. Rules 11.1.1 or 11.2.1.

12. PERSONNEL ADVISORY SUB-COMMITTEE

12.1 Council and its Management Committee, entrust the Personnel Advisory Sub-Committee for the purpose of executing the policy and day-to-day management of its Human Resources.

13. STATUS AND REPEAL OF EXISTING PERSONNEL REGULATIONS

13.1 This set of rules and conditions repeal the Reconciliation Agreement and shall supersede and/or repeal previous Council resolutions that contravenes any provision of this provisions.

13.2 Council may, in addition to these Rules, enter into an agreement with a staff member or groups of staff members, which agreement may provide for conditions of employment that are not covered by these Rules.

- 13.3 These rules are subjected to the Constitution and relevant Acts, which may apply.
- 13.4 Council still reserve the right to fairly and reasonably add to or adjust on these rules to fit its working circumstances.

ANNEXURE A

DISCIPLINARY PROCEDURE AND CODE

1. GENERAL

- 1.1 The parties consider that the establishment of fair disciplinary procedures is essential for the efficient running of the Municipality's business, the safety and fair treatment of its employees and sound industrial relations.
- 1.2 The purpose of discipline is to correct behaviour which is unsatisfactory to the Municipality and to encourage good performance rather than to punish. The severity of any disciplinary action aims to prevent recurrence of a particular fault and for this reason this Disciplinary Procedure, read with the Code annexed hereto, sees as its overall goal, fair and consistent treatment of all employees.
- 1.3 This Disciplinary Code and Procedure is intended to ensure that employees are aware of the rules which regulate their employment with the Municipality and it describes the penalties which are likely to be imposed by the Municipality should employees breach the rules.
- 1.4 It is the responsibility of line management to apply the Disciplinary Code in accordance with procedures set out herein.
- 1.5 It is acknowledged that fair discipline cannot be administered in isolation and that all the employees have a right to be heard. Before any penalty is meted out, the employee concerned is entitled to state his/her case to the person considering it and to be supported by a representative if he/she wishes, in accordance with the Disciplinary Procedures hereinafter contained.
- 1.6 All discipline shall be handled in terms of the provisions of the disciplinary procedures detailed herein, although the stage at which the procedure will be entered will depend on the severity of the offence.
- 1.7 The penalties which may be imposed by the Municipality will depend on the seriousness of the case, and may include:-
- 1.7.1 Informal reprimand (not in writing)
 - 1.7.2 Written warning
 - 1.7.3 Serious written warning
 - 1.7.4 Dismissal with payment in lieu of notice
 - 1.7.5 Summary dismissal
 - 1.7.6 Other:-
 - 1.7.6.1 Transfer to another post in the fixed establishment
 - 1.7.6.2 Remuneration or grade or both his/her remuneration and grade be reduced
 - 1.7.6.3 Other fair penalties which are suitable.
- 1.7 Any written warning given for whatever offence will be regarded as a formal warning.
- 1.8 Precautionary Suspension:-
- 1.9.1 In special circumstances where serious misconduct is or appears to be involved, and employee may be suspended pending an investigation of the

alleged offence. This suspension is a precautionary measure to remove the involved parties from the Municipality's premises pending a disciplinary enquiry. This suspension is without prejudice to the employee whose conduct is the subject of an enquiry or to the future employment of the employee/s concerned.

- 1.9.2 An employee concerned will be advised in writing of the suspension and he/she may or may not be paid normal remuneration during any period of suspension.
- 1.10 The Municipality's Disciplinary Code annexed hereto provides examples of misdemeanors which may lead to disciplinary action and is not intended to be an exclusive enumeration of possible misdemeanors nor a prescription for the appropriate disciplinary action.
- 1.11 Nothing in this procedure shall affect the Municipality's right to summarily dismiss an employee on grounds recognized by common and criminal law provided the Municipality has held an enquiry.

2. DISCIPLINARY PROCEDURE

2.1 Informal Reprimand

- 2.1.1 As the object of discipline is to be corrective rather than punitive when an employee is in breach of the terms of his/her contract of employment and the Disciplinary Code, the first disciplinary action will, except in cases of serious misconduct, be a verbal reprimand from a superior.

Although such a reprimand is informal disciplinary action, it will nevertheless be considered as an official warning by the Municipality and will be recorded as such by the Municipality on the employee's personal file.

- 2.1.2 An informal reprimand is generally valid for three months but can be longer in certain circumstances, but not longer than six (6) months.

2.2 Written Warning

- 2.2.1 In the event of serious misconduct or repeated misconduct after an informal warning, the Municipality will take the first formal step in the disciplinary procedure, which will be a formal written warning.
- 2.2.2 Any formal disciplinary action taken against an employee will be preceded by a disciplinary hearing. This disciplinary hearing will be convened on reasonable notice to the employee concerned by the particular employee's Head of Department whenever practicable.
- 2.2.3 The person(s) who chairs the enquiry will hear the employee and any witnesses the employee wishes to attend and shall allow the employee and his/her representative to question such witnesses, and after having heard all evidence will make a decision. The Chairperson may also call witnesses if, in his/her opinion, this is necessary.
- 2.2.4 If the person(s) chairing the enquiry find(s) the employee guilty, the penalty will be conveyed to the employee within seventy two (72) hours after the finding, except if the offence is adequately serious or has reached a stage for dismissal when procedure of section 2.4.2 will apply.
- 2.2.5 The employee will be asked to sign the warning form to indicate that he/she has understood its contents. The fact that an employee has signed the warning form does not necessarily mean that he/she agrees with the warning that has been issued to him/her. The employee concerned may, in accordance with the procedure contained herein, invoke the appeal procedure.

2.2.6 If an employee refuses to sign the warning form, the warning nonetheless remains valid and the Municipality shall record on the warning form, in the presence of another employee, the fact that the employee has refused to sign the form.

2.2.7 The original of the warning shall be given to the employee, and a copy retained on file by the Municipality.

2.2.8 A written warning will become obsolete six (6) months after the disciplinary action has been taken.

2.3 Serious Written Warning

2.3.1 Should the chairperson(s) decide that the offence is too serious to be dealt with by the issue of a written warning or in the event that the employee has, within a preceding period of six (6) months, been guilty of the same or related offence and the employee's conduct has not improved during the aforementioned period, then the employee may be issued a serious written warning.

2.3.2 A serious written warning will become obsolete six (6) months after the disciplinary action has been taken.

2.4 Dismissal

2.4.1 If the offence is adequately serious or if the employee has in the previous six (6) months been issued with a warning in respect of a similar misdemeanor and has failed to improve, then he/she may be dismissed either summarily or at notice or on payment of salary/wages in lieu of notice.

2.4.2 The minutes of the hearing, relevant information and proposed penalty will be submitted to Management Committee and the employee will be informed in writing within seventy two (72) hours after the finding of the disciplinary hearing in the reason for the delay pending or final resolution by Management Committee.

3. REPRESENTATION IN DISCIPLINARY PROCEEDINGS

3.1 Shop stewards shall be represented by a senior shop steward in any disciplinary proceedings set out in this procedure.

3.2 Any other staff member shall be represented by a representative, preferably, a shop steward, of any recognised trade union.

4. APPEAL PROCEDURE

4.1 Any employee who raises an objection to the finding and/or penalty of the disciplinary hearing against him/her in terms of paragraphs (2) & (3) above, has the right to appeal within seven (7) days after the finding and penalty were made known to him/her, to Management Committee to review his/her case.

4.2 The employee's appeal should be submitted in writing and the employee is entitled, at the same time, to make representations to the Management Committee. Thereafter the Management Committee will consider the minutes of the hearing and whatever representations were made by the employee and inform him/her of their decision.

4.3 Any employee who objects to the finding and or penalty of Management Committee against him/her in terms of paragraph 4.1 above, has the right to appeal within seven (7) days after the finding and/or penalty made known to him/her.

- 4.4 Failing an employee's appeal to Management Committee as contemplated in (4.1) above, and where applicable, he/she will be precluded from appealing to Council on the finding and/or penalty by the disciplinary hearing.
- 4.5 Council will consider the minutes of the hearing and other relevant information and resolve on such action as it may deem to be fair and equitable.
- 4.6 The Management Committee's decision of dismissal will be effective immediately but should it be found at a subsequent appeal that the original decision was incorrect, the employee will be reinstated with full retrospective effect.
- 4.7 In the case of disciplinary action in relation to a Chief Executive Officer or a Head of Department, sections 29(5) (e) and 29 (6) (h) of the Local Authorities Act, 1992 (Act No.23 of 1992) will apply.

5. DISPUTE RESOLUTION

Should the employee still object to the decision (s) of Council the dispute procedure negotiated with the Union will come into effect.

6. RELATED OFFENCES

- 6.1 Offences of this municipality are categorized as hereunder:

Category 1: Absenteeism related offences
Category 2: Intoxication related offences
Category 3: Dishonesty related offences
Category 4: Performance related offences
Category 5: Aggressiveness related offences
Category 6: Confidential information related offences
Category 7: Common-law or statutory related offence

- 6.2 Should any employee be found guilty of an offence of a specific category, while a formal action for a different offence in the same category is still applicable, this will serve as aggravation which can lead to action at least one level higher than the proposed action.

7. PROBATIONARY EMPLOYEES

- 7.1 Notwithstanding the foregoing disciplinary procedure and code, Council reserves the right to act beyond the parameters thereof in the case of probationary employees although such employees still retain the right to appeal.
- 7.2 No formal or informal disciplinary action against a probationary employee will become absolute before confirmation of permanent appointment by Council even if probation is extended.
- 7.3 No probationary employee will be appointed permanently while a formal action is still applicable.

8. INDEMNITY

This disciplinary codes and procedure will, when signed by all parties thereto, form the basis of future actions irrespective of what procedures and disciplines where practiced in the past.

Nature of Offence.

The proposed action should not automatically be imposed. The nature and circumstances of each individual case should be taken into consideration, prior to making a decision. Therefore, the proposed code serves as a guideline.

		First Offence	Second Offence	Third Offence	Fourth Offence	Fifth Offence	Comments and/or Policy Guideline
5.3	Intimidating or inciting staff members to violence in any form	Dismissal					
5.4	Threatening to do physical injury to any staff members	Dismissal					
5.5	Threatening to do physical injury to any other person while on duty	Dismissal					
5.6	Striking illegally or participating in unlawful unrest	Dismissal					
5.7	Inciting and/or instructing other staff members to strike illegally or to participate in illegal unrest or to disobey lawfully assigned instructions	Dismissal					
5.8	Rudeness, insolence, impoliteness, impudence, the use of foul language, making disparaging remarks and making improper or indecent gestures at a supervisor, a colleague or any other person.	Verbal warning	Written warning	Serious written warning	Dismissal		

Nature of Offence.

The proposed action should not automatically be imposed. The nature and circumstances of each individual case should be taken into consideration, prior to making a decision. Therefore, the proposed code serves as a guideline.

		First Offence	Second Offence	Third Offence	Fourth Offence	Fifth Offence	Comments and/or Policy Guideline
5.9	Horseplay or playing around	Verbal warning	Written warning	Written warning	Serious written warning	Dismissal	
5.10	Posting, and/or distributing and/or displaying and/or fixing notices, posters, stickers, etc. in Municipal premises or soliciting of any kind, without the Municipality's written permission	Written warning	Serious written warning	Dismissal			
5.11	Displaying and/or fixing and/or distributing and/or posting any unauthorized badges or slogans while on duty or on protective clothing or safety equipment, e.g. posters, stickers, pamphlets	Verbal warning	Written warning	Serious written warning	Dismissal		
5.12	Acting disgracefully, improperly, either while performing his/her duties or in public	Serious written warning/dismissal	Dismissal				Also applies when a staff member acts disgracefully outside working hours

Nature of Offence.

The proposed action should not automatically be imposed. The nature and circumstances of each individual case should be taken into consideration, prior to making a decision. Therefore, the proposed code serves as a guideline.

		First Offence	Second Offence	Third Offence	Fourth Offence	Fifth Offence	Comments and/or Policy Guideline
Category 6:-							
6.1	Revealing confidential information to unauthorized persons. Revealing confidential information shall mean unauthorized presentations, discussions, press releases, publications and/or any communication whatsoever on financial records, actions or any related matter that could embarrass or harm the Municipality	Serious written warning/dismissal	Dismissal				
Category 7:-							
7.1	Should any staff member commit a common-law or statutory offence whilst on duty, the Municipality shall be entitled to take disciplinary action against such staff member for such an offence and on such grounds.	See comments	See comments				Disciplinary action will depend on the nature and circumstances of the case

Nature of Offence.

The proposed action should not automatically be imposed. The nature and circumstances of each individual case should be taken into consideration, prior to making a decision. Therefore, the proposed code serves as a guideline.

		First Offence	Second Offence	Third Offence	Fourth Offence	Fifth Offence	Comments and/or Policy Guideline
Category 7:-							
7.2	Should any staff member be found guilty, in any criminal court of law, of a common law or statutory offence relating to municipality affairs, the municipality shall be entitled to take disciplinary action against such staff member for such offence and on such grounds.	See comments	See comments				Disciplinary action will depend on the nature and circumstances. Court records will form the basis of the proceedings.
7.3	Should any staff member be sentenced in a competent court without a choice of a fine and be jailed, the municipality shall be entitled to take disciplinary action against such staff member.	Dismissal					Such staff member will be dismissed. In certain exceptional cases, a warning may be considered after completion of the period in jail depending on the nature of the offence and the personal employment record of the staff member.

ANNEXURE B

GRIEVANCE PROCEDURE

INTRODUCTION

This procedure provides for a formal channel for upward communication of grievances and the prescribed ways of resolving them in the interest of sound labour relations.

SCOPE

The “grievance” shall be an individual staff member’s or group’s feeling of dissatisfaction pertaining to the following:-

- 1) An inter-personal work related problem with another staff member; or with his/ her or their immediate work place in the Municipality; or
- 2) Any other direct work related issue.

STAGES IN THE GRIEVANCE PROCEDURE

Stage 1

- i) The staff member discusses the grievance with the immediate supervisor or the next supervisory official in line if the supervisor is the source of the grievance. The staff member may be represented by a shop steward.
- ii) The supervisor shall endeavor to resolve the grievance within 5 working days and inform the staff member of the outcome, in writing.
- iii) Should the staff member not be satisfied with the outcome, he/ she may proceed to stage 2.
- iv) Where the Chief Executive Officer is involved, the matter shall be discussed with the Supervisor, and the staff member involved.

Stage 2

- i) The staff member completes a grievance form and hands it to his supervisor or the next supervisory official in line as in stage 1(i). A shop steward may assist the staff member.
- ii) The supervisor shall attach a written report on actions taken to resolve the matter and hands it to the successive level of authority, who shall endeavor to resolve the grievance in 5 working days. This may include personal interviews and counseling with the aggrieved staff member and his/her supervisor.
- iii) A written outcome of the grievance shall be made known to the staff member. If the staff member still remains dissatisfied, the matter is submitted to successive levels of authority, excluding the CEO, if applicable, with intervals of 5 working days to review and resolve the grievance.
- iv) Where the Chief Executive Officer is the aggrieved party, the matter shall be dealt with by the Chairperson: Management Committee.

Stage 3

- i) If the staff member still remains dissatisfied, he/ she shall request the CEO to review the matter. The CEO shall hold an inquiry into the grievance, or appoint a senior staff member to conduct the inquiry. The decision of the CEO shall be made known within 5 working days.
- ii) If the staff member remains dissatisfied, he/ she may then request the shop steward or representative to deal with the matter as a dispute under the recognition agreement, or in accordance with the provisions of the Labour Act of 1992.

GROUP GRIEVANCES

If a grievance arose affecting a number of staff members, the group shall elect a delegation of not more than 3 representatives and proceed with stages 1, 2 and 3.

CAVEAT:

Any grievance that do not go through the above stages, shall not be entertained.

ANNEXURE C

BURSARY POLICY

INTRODUCTION

This policy seeks to set out the objectives, procedures, obligations and benefits that the Municipality offers to encourage and assist its staff members to improve their qualifications and skills.

ELIGIBILITY

Only staff members on the fixed establishment of the Municipality who have been appointed permanently will be entitled to apply for study bursaries

Bursaries can only be considered for studies and skills development that are in line with the functions of the applicant and which are considered to be in the interest of and benefit to the Municipality.

FINANCIAL IMPLICATIONS

The Municipality reserves the right to limit the amount of the bursary according to its cash flow requirements. The financial means of the applicant shall also be taken into consideration.

The bursary shall only cover Registration, Tuition and Examination fees as well as a portion of the Book fees. Other incidental expenses, such as transport and accommodation shall be borne by the bursary holder.

OBLIGATIONS

The Municipality shall be obliged to make the payments as described above. The Bursary Holder shall be granted special leave for study purposes.

The Bursary Holder shall have the following obligations:-

- 1) To provide proof of admission for the studies to the Municipality;
 - 2) To register and study toward attaining the desired qualifications;
 - 3) To inform the Municipality at the end of each academic year regarding the results, in writing;
 - 4) To ensure that finances are available to cover incidental expenses as outlined above;
 - 5) To bind him/herself to remain in the Municipality's service for an equal duration as that of the study program, provided that a minimum period of one year is compulsory;
 - 6) If the Bursary Holder fails any subject or module in the study program, he/ she is compelled to re-do the subject or module not later than the following academic year, at his/ her own costs;
 - 7) If the Bursary Holder decides not to continue with the study program, or changes the program, the bursary will lapse and he/ she shall refund the Municipality with all the expenses paid towards the studies by the Municipality.
 - 8) To enter into a formal written contact with the Municipality.
-