

ANNEXURES

FOR THE

SECTION 80 CORPORATE SERVICES COMMITTEE MEETING

CONVENED FOR

TUESDAY, 19 SEPTEMBER 2017

AT

10:00

**ROOM 427, 4th FLOOR, MAIN BUILDING,
CIVIC CENTRE, WELKOM**

MATJHABENG LOCAL MUNICIPALITY



DRAFT HIV/AIDS POLICY AT WORKPLACE

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POLICY ON HIV & AIDS AT THE WORKPLACE

1. **PURPOSE**

The purpose of the policy is to set out guidelines through Integrated Development planning (IDP) for Matjhabeng Local Municipality (MLM), so as to ensure that employees with HIV & AIDS infection are not unfairly discriminated against in the workplace and also to provide guidelines on how to manage HIV & AIDS, enhance wellness and prevent spreading of HIV & AIDS within the MLM.

2. **SCOPE OF APPLICATION**

This policy shall be applicable to all employees of the Matjhabeng Local Municipality.

3. **PREAMBLE**

The Matjhabeng Local Municipality recognizes that:

- 3.1 The Human Immune Deficiency Virus (HIV) and the Acquired Immune Deficiency Syndrome (AIDS) are serious public health problems which have socio economic, employment and human rights implications.
- 3.2 The HIV & AIDS epidemic will affect every workplace, with prolonged staff illness, absenteeism and death impacting on productivity, employee benefits, occupational health and safety (OHS) production cost and workplace morale.
- 3.3 HIV & AIDS knows no social, gender, age or racial boundaries, but it is accepted that socio-economic circumstance do influence disease patterns. HIV & AIDS thrives in an environment of poverty, rapid urbanization, violence destabilization and unhygienic practice. Transmission is exacerbated by disparities in resource, patterns of migration from rural to urban areas and the non use of Personal Protective Equipment (PPE). Particularly women are more vulnerable to infection in cultures and economic circumstance where they have little control over their lives, a lack of knowledge and access to condoms.
- 3.4 Furthermore HIV & AIDS is still a disease surrounded by ignorance, prejudice, discrimination and stigma. In the workplace unfair discrimination against people living with HIV & AIDS has been perpetuated through practices such as pre-employment HIV testing, dismissals for being HIV positive, the denial of employee benefits and career advancement as well as illegal HIV testing at the workplace requested by management.
- 3.5 One of the most effective ways of reducing and managing the impact of HIV & AIDS in the workplace is through the implementation of an HIV and AIDS policy and a comprehensive and holistic workplace programme. Addressing aspects of HIV & AIDS in the workplace will enable the employer, trade unions and government to actively contribute towards local, national and international effort to prevent and manage HIV & AIDS. In light of this, the policy has been developed as a guide to EMM, trade unions and employees.

3.6 Furthermore the policy seeks to assist with the attainment of the broader goals of:

- Contextualizing the pandemic
- Identifying key challenges
- Creating consistency and uniform response
- Promoting prevention of the spread of HIV & AIDS
- Eliminating unfair discrimination in the workplace based on HIV status
- Promoting a no-discriminatory workplace in which people living with HIV & AIDS are able to be open about their HIV status without fear of stigma, rejection and or discrimination
- Promoting appropriate and effective ways of managing HIV & AIDS in the workplace
- Creating a balance between the rights and responsibilities of all parties without discrimination
- Giving effect to the employers obligations as a member of the SALGBC
- Assisting employees to reduce the risk of getting infected with HIV, through educational programmes promoting behaviour change
- Giving effect to the Constitution with regard to employee rights, rights to life, to human dignity, privacy, to improve the quality of life
- Mainstream HIV & AIDS into wellness

3.7 A safe working environment shall be provided to all employees, but the Occupational Health and Safety Act No. 85 of 1993 (as amended) also determine that:

“Every employee shall at work

a) take reasonable care for the health and safety of himself and other persons who may be affected by his acts or omissions,”

4. LEGAL FRAMEWORK

The policy shall be read in conjunction with the Constitution of South Africa, No. 108 of 1996, and all relevant Legislation which includes but is not limited or restricted to the following:

- The Constitution of the Republic of South Africa, 1996 (Previously Act 108 of 1996, substituted by S.1 (7) of Act 5 of 2005)
- Employment Equity Act, No. 55 of 1998
- Labour Relations Act, No. 66 of 1995
- Occupational Health and Safety Act, No. 85 of 1993 and its Regulations
- Compensation for Occupational Injuries and Diseases Act, No. 103 of 1993
- Basic Conditions of Employment Act, No. 75 of 1997
- Medical Schemes Act, No. 131 Of 1998
- Promotion of Equality and Prevention of unfair Discrimination Act, No 4 of 2000
- Conditions of Service applicable
- Policy on Ill-Health and Incapacity
- Application of Special Sick Leave Policy
- Sexual Harassment policy

5. **HIV AND AIDS RELATED GLOSSARY OF TERMS AND DEFINITIONS**

- 5.1** Where a definition cannot be found in this policy or legislation referred to, the definition of the oxford dictionary shall be accepted.

HIV AND AIDS RELATED GLOSSARY OF TERMS

AIDS	Acquired Immune Deficiency Syndrome- a syndrome (collection of diseases that results from infection with HIV).
AIDS Antibodies	Substances produced by cells in the body's immune system in response to foreign substances that have entered the body.
Asymptomatic	Infected by a disease agent but exhibiting no medical symptoms.
Care	A broad term referring to the steps taken to promote a person's well-being through medical, psychosocial, spiritual and other means.
Confidentiality	The right of every person, employee or job applicant to have their medical information, including HIV status, kept private.
Epidemic	A disease, usually infectious, that spreads quickly through a population.
Evaluation	The assessment of the impact of a programme at a particular point in time.
Health Promotion	Programmes aimed at ensuring the physical and mental health and well-being of employees.
HIV	Human immunodeficiency virus the name of the virus which undermines the immune system and leads to AIDS.
HIV testing	Any form of testing designed to identify the HIV status of a person, including blood tests, saliva tests or medical questionnaires.
Immune system	A complex system of cells and cell substance that protects the body from infection and disease.

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Incidence of HIV	The number of new cases of HIV in a given time period, often expressed as a percentage of the susceptible Population.
Monitoring	The systematic and continuous assessment of a programme over a period of time.
Occupational Exposure	Exposure to blood or other body fluids, which may be HIV infected, during the course of carrying out working duties (for example, a health care worker may be exposed to HIV in case of needle stick injury).
Opportunistic infections	Infections that occur because a person's immune system is so weak that it cannot fight the infections.
Pandemic	An epidemic occurring simultaneously in many countries.
Policy	A document setting out department's or organization's positions on a particular issue (for example, a policy setting out the steps to be taken following occupational exposure to HIV.
Positive living skills	Skills that empower people living with AIDS (PLWAs) to cope with the difficulties and challenges they might face, and to live a long and fulfilling life.
Prevalence of HIV	The number of people with HIV at any specific point in time often expressed as a percentage of the total population.
Prevention programme	A programme designed to prevent HIV transmission, including components such as awareness, education and training, condom distribution, treatments of sexually transmitted infections and occupational infection control.
Rapid HIV testing	An HIV testing process which enables a test result to be achieved within 10 to 30 minutes.
Seroconversion	The point at which the immune system produces antibodies and at which time the HIV antibody test can register an HIV infection.
Support	Services and assistance that could be provided to help a person deal with difficult situations and challenges.
Treatment	A medical term describing the steps being taken to care for and manage an illness.

Unfair discrimination	Unfair discrimination occurs when an employee is treated differently due to their real or perceived HIV status, in a way that impairs their fundamental dignity, Discrimination is not unfair if it is based on the inherent requirements of a job.
Wellness programme	A programme designed to promote the physical and mental health as well as the well-being of employees, including components such as counselling, support groups, nutritional supplements, provision of treatment of opportunistic infections, provision of anti-retroviral therapy.
Workplace programme	An intervention to address a specific issue within the workplace (for example, providing staff access to voluntary HIV counselling and testing programme)

ACRONYMS AND ABBREVIATIONS

AIDS	Acquired Immune Deficiency Syndrome
CBO	Community Based Organization
CCMA	Commission for Conciliation, Mediation and Arbitration
DOH	Department of Health
DOTS	Directly Observed Treatment Short Course
DPLG	Department of Provincial and Local Government
DPSA	Department of Public Service and Administration
EAP	Employee Assistance Programme
GEAR	Growth, Employment and Redistribution
HIV	Human Immunodeficiency Virus
HR	Human Resource
IDC	Interdepartmental Committee on HIV and AIDS
IDP	Integrated Development Planning
ILO	International Labour Organisation
KAP	Knowledge, Attitudes and Practices
KPA	Key Performance Area
KPI	Key Performance Indicators
KPT	Key Performance Target
M & E	Monitoring and Evaluation
MRC	Medical Research Council
MTEF	Medium Term Expenditure Framework
NAPWA	National Association of People living with HIV and AIDS
NGO	Non Government Organisation
NEC	National Executive Committee (structure of SALGA)
OHS	Occupational Health and Safety
MFMA	Municipal Finance Management Act
PLWA	Person living with HIV and AIDS
PMS	Performance Management System
SACN	South African Cities Network
SADC	South African Development Community
SALGA	South African Local Government Association
STD	Sexual Transmitted Disease
STI	Sexual Transmitted Infection
TB	Tuberculosis

UNAIDS	Joint United Nations Programme of HIV/AIDS
USAID	United States Agency for International
VCT	Development Voluntary Counselling and Testing
EMM	Ekurhuleni Metropolitan Municipality Independent
IMATU	Municipal and Allied Trade Union South African
SAMWU	Municipal Workers Union Personal Protective
PPE	Equipment (including clothes)

Definitions also include the following:

Alternative Employment

Placement of an employee from a current position to another position due to incapacity (with the new position possibly even in another department)

MLM

Matjhabeng Local Municipality

High Risk Employees

Employees performing functions that may expose them to body fluids in the course of executing their work related duties such as but not limited to health personnel, emergency staff and protection services staff, cleansing personnel, First Aiders, OHS Officer etc.

HIV Infected Employee

An employee who has tested positive for HIV or who has been diagnosed with AIDS.

HIV Positive

Having tested positive for HIV infection

Informed Consent

A process of obtaining written consent from an individual which ensures that the person fully understands the nature and implications of the test before giving his or her agreement to it and that such consultation shall take place in the language of choice of the employee.

PPE

Personal Protective Equipment which includes clothing

Post Exposure Prophylaxis (PEP)

Preventative treatment after exposure to HIV

Pre and Post Test Counselling

A process of Counselling, which facilitates an understanding of the nature and purpose of the HIV test. It examines that what advantages and disadvantages the test holds for the individual and the influence the test result will have on the person. Such, consultation shall be highly confidential and shall be in the language of the employee's choice.

Reasonable Alternative Accommodation

Any modification or adjustment to a job or to the workplace that is reasonably practical, which shall be on the same job level even if re-training, needs to be effected on EMM expenses. The aim is to enable an employee living with HIV & AIDS to have access to, or participate or advance in employment.

SALGBC

The South African Local Government Bargaining Council

STIs

Acronym for "Sexually Transmitted Infections". These are infections passed from one person to another during unprotected sexual intercourse, including syphilis, gonorrhoea, HIV and others.

Window Period

A period after a person has been infected with HIV and the duration is approximately between three and six months. During this period the body produces antibodies (which **may or may not** be detectable during window period and the HIV test may return a false negative result. During the window period a person is highly infectious and can spread HIV easily)

6. STAGES OF HIV AIDS

Explanation of the disease and its various clinical stages:

AIDS is caused by the Human Immunodeficiency Virus (HIV), so called because it attacks and destroys the immune system. The resulting immune deficiency causes a spectrum of clinical diseases of which AIDS is the end stage. HIV infection has different clinical stages discussed below:

6.1 Stage One – Acute HIV Infection

Approximately two weeks to three months after infection with HIV, some people may develop a flu-like or mild glandular-fever like illness. This illness is of short duration and recovery is complete. This may also be referred to as acute seroconversion illness, meaning that this is the time when HIV antibodies will appear in the blood. The stage of HIV infection is most often undiagnosed and prior to seroconversion is referred to as the window period (approximately between three and six months). If tested during the window period the individual will test negative even though such an individual is positive and can infect other people.

6.2 Stage Two – HIV Well Phase

From the moment the virus enters the body that person is able to infect other people. During this stage infected persons look and feel healthy and usually do not know that they have been infected. This is called the 'HIV well phase' as they have no symptoms of illness. Babies who are infected by their mothers will usually develop full-blown AIDS quite quickly and die within three to five years. With adults the virus slowly destroys the immune system over several years.

6.3 Stage Three – HIV ill Stage

As the immune system weakens overtime, a variety of minor complications begin to surface. One of the first of such symptoms experienced by many people infected with HIV is lymph nodes (glands) that remain enlarged for more than three months, also called persistent lymphadenopathy.

Other symptoms often experienced months to years before the onset of AIDS, include:

- A lack of energy
- Weight loss
- Persistent or frequent yeast/thrush infections (oral or vaginal)
- Persistent skin rashes, dry and itchy skin
- Children may have delay development or "failure to thrive"
- Fungal nail infections
- Recurrent mouth ulcers
- Recurrent throat infections
- Shingles (Herpes Zoster)

6.4 Stage Four – Full Blown Aids

Around 7 – 10 years after infection, the immune system deteriorates further and signs and symptoms of serious opportunistic infections now start appearing. This period may continue for months or years but the infections gradually become more frequent and serious.

Symptoms are now more severe and may include:

- Cryptococcal Meningitis
- Pheumocystis carinii pneumonia (PCP)
- Hairy fungal growth of the tongue (hair leukolakia)
- Toxoplasmosis (brain and eye infection)
- Chronic diarrhoea and severe weight loss
- Blindness due to cytomegalovirus (CMV) retinitis (infection of the retina)
- Kaposi Sarcoma (skin cancer)
- Tuberculosis

People living with AIDS typically go through periods of being very sick with severe disease, alternating with periods of reasonable health. Death usually occurs within 6 months to 3 years after developing AIDS.

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7. PROMOTING A NON-DISCRIMINATORY WORK ENVIRONMENT

7.1 Current and Prospective Employees

No employee, current or prospective, with HIV & AIDS shall be unfairly discriminated against within the employment relationship or within any employment policies or practices, with regard to:

- Recruitment procedures, advertising and selection criteria
- Appointments, and the appointment process, including job placement
- Job classification or grading
- Remuneration, employment benefits and terms and conditions of employment
- Employee Assistance Programme (EAP)
- Workplace facilities and access thereto
- Occupational Health and Safety and access to PPE
- Training and Development
- Performance evaluation systems
- Promotion and transfer into alternative accommodation on the same level
- Disciplinary measures short of dismissal
- Termination of service
- Ill health / incapacity retirement

7.2 Work Environment

To promote a non-discriminatory health and safe work environment based on the principle of equality to ensure that employees not affected with HIV & AIDS are protected and employees suffering from HIV & AIDS are not unfairly discriminated against and are protected from victimization through positive measures such as:

- Development and implementation of HIV & AIDS programmes, to prevent unfair discrimination and stigmatization of infected employees.
- Awareness education and compulsory training on the rights of all employees with regard to HIV & AIDS
- Mechanism to promote acceptance and openness around HIV & AIDS in the workplace
- Providing moral and physical support for all employees infected with and affected by HIV & AIDS and their families
- Application of Grievance procedures and disciplinary measures to deal with HIV & AIDS related complaints in the workplace in terms of the Labour Relations Act, 1995 and Collective Agreement applicable.

8. **HIV & AIDS WORKPLACE PROGRAMME**

8.1 **Organizational Risk Reduction**

Assessing the impact on and spread of HIV & AIDS in the workplace:

MLM will develop appropriate policies and strategies to understand, assess and respond positively on the impact of HIV & AIDS and life threatening diseases in the workplace

Such strategies will include addressing the direct and indirect costs associated with HIV & AIDS in the workplace, namely:

- Direct costs, cost related to employee benefits, medical costs and increase cost related to staff turnover, training and recruitment costs
- Indirect costs, cost incurred as a result of increase absenteeism, the demise of employees, loss of productivity, a general decline in workplace morale and possible workplace disruption
- Re-incorporation counselling of employees after lengthy illness into the workplace.

8.2 **First Aid / Universal Precautions**

MLM has an obligation to provide a safe and healthy working environment for all employees. Appropriate precautions should be taken to ensure that an employee's condition does not present a health and / or safety hazard to other employees.

Risk of HIV infection at the workplace will be managed through the following means:

Standard procedures will be applied to reduce risk following injury at work involving:

- Blood and potential exposure to blood – borne pathogens, including HIV
- Appropriate HIV & AIDS information will be included into occupational health and First Aid training
- Emergency care and treatment for all MLM medical personnel, employees / people performing First Aid and after HIV exposure medical treatment and precaution will be provided at the cost of MLM.
- Emergency care and treatment for all MLM personnel who came into contact with body fluids in the course of their official duties
- Safe Workplace Procedures be in writing to implement precautionary measures where equipment / facilities need to be shared.
- First Aid kits including but not limited to Personal Protective Equipment such as rubber gloves, mouth pieces, goggles, masks, dust coat etc. will be made available throughout the organization.
- EMM will put up signs in clear and understandable language referring employees to the location(s) of First Aid boxes and telephone numbers of First Aiders and certificates of same to be displayed.
- All staff will be trained in universal precautions and will have access to the equipment needed to use these precautions.

- Personal Protective Equipment shall not be limited to the above-mentioned.
- Legal discarding and cleaning measures to be in writing and be instituted to prevent further contamination even at home.

Healthcare workers who may work under increased risk of infection will be informed of specific precautionary measures to be taken and will be provided with appropriate personal protective equipment (PPE) and facilities in terms of the Facilities Regulations (warm and cold flowing water and disinfectants and soap (OHS) Act 85, 1993 and its Regulations)

8.3 Education and awareness programmes

8.3.1 HIV prevention programmes

Prevention programmes shall be in writing and will be carried out in order to educate and prevent the transmission and contracting of HIV & AIDS. MLM is committed to furnish compulsory essential HIV & AIDS awareness education, health and well-being support to employees and their families including but not limited to:

- Raising awareness, imparting basic knowledge of the disease and information on the prevention of disease.
- Discouraging discrimination against individuals with HIV and those living with AIDS through dispelling any ignorance about the disease and its mode of transmission.
- Information on the rights of, and service available to, infected employees.
- Protection of employees potentially exposed to HIV in pursuance of their duties
- The promotion of physical, psychological and social well-being insofar as it may relate to HIV & AIDS and other life limiting diseases
- Employee education, health and well-being empowerment
- Encouraging employees affected by HIV & AIDS to utilize the EAP services and other forms of social support (including time off to participate in support group activities and transport).
- Regularly monitoring, evaluating and reviewing of the programme, as well as measuring the effectiveness of HIV & AIDS interventions.

These programmes shall be in writing as well as proof thereof for auditing purposes on six monthly basis.

8.3.2 Skills Development Training and Education & Awareness

- The education process will involve all relevant stakeholders. MLM will utilize a wide range of forums to assist and provide the education in a sensitive manner.
- The MLM HIV & AIDS Workplace structures will agree and make recommendations on HIV & AIDS education and prevention programmes, which can be conducted in the workplace. These programmes should be conducted in appropriate languages taking into account levels of education / literacy.
- All educational programmes will form part of the skills development process within MLM.

Proof thereof in writing for auditing purposes to be kept on file at departments.

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9. EMPLOYEES WHO ENTER THE HIV ILL PHASE

9.1 Alternative Employment

- In the event of an employee being diagnosed with AIDS and can no longer perform his/her normal duties the employer may inter alia, consider alternative employment taking into consideration already acquired skills and expertise.
- If the employee cannot perform the alternative employment either, the matter be referred to the ill – health Incapacity Committee timorously for additional sick leave to be applied for, to be considered.

9.2 Leave Procedures

9.2.1. Sick Leave and Additional Sick Leave

Once an employee's work performance and attendance become affected, he/she will be entitled to the same sick leave allocation as any other employees. "Should the sick leave cycle be exhausted, the employee shall be entitled to a further 40 working days on half day per sick leave cycle of 36 months" or as amended/determined by the SALGA from time to time in the Conditions of Service applicable.

9.2.2 Annual Sick Leave

Should an employee exhaust his/her sick leave, the employee may use annual leave to cover for time off due to illness, on condition that it is not an injury on duty or sexual harassment case which occurred during official working hours, in which case it is also an injury on duty to be referred to the Compensation Commissioner with Special Sick Leave to be provided, in terms of the COID Act.

9.2.3 Family Responsibility Leave

Employees shall be granted family responsibility leave in terms of Conditions of Service applicable provided the employee has been in service for longer than four (4) months

Family responsibility leave will be granted in the following circumstances namely:

- When the employee's child is born
- When the employee's child is sick
- When the employee's spouse or life partner is sick
- When the employee's spouse or life partner dies
- When the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling dies

9.3 Incapacity Process

- 9.3.1** Should an employee not meet acceptable levels of performance shall be considered where after the employee shall be referred to the Ill Health Incapacity Committee in the case of ill health, before sick leave is exhausted and to the registered medical Occupational Practitioner/Officer in terms of the Ill Health Incapacity Policy. The diagnosis will remain confidential and the registered medical OHS Practitioner/Officer will provide an opinion with regards to the employee's ability to fulfil his/her job requirements, to the said Committee, or
- 9.3.2** If the employee is no longer able to fulfil his or her job requirements, the employee may be placed on ill-health retirement and will qualify for benefits as determined by the pension/provident fund. The Labour Relation Act (LRA) will guide this process on ill retirement/termination. (See Code of Practice LRA).
- 9.3.3** In the case of misconduct, disciplinary action be taken.

10. TERMINATION OF EMPLOYMENT

- 10.1** Employees with HIV & AIDS shall not be dismissed solely on the basis of their HIV & AIDS status.
- 10.2** Where an employee has become too ill to perform their current work, an employer is obliged to follow accepted guidelines as stipulated in the Ill Health and Incapacity Policy – (Ill Health /Injury). The employer shall ensure that in terms of the Constitution the employee's right to confidentiality regarding his or her HIV & AIDS status is maintained during any incapacity proceedings. An employee cannot be compelled to undergo an HIV test unless the Labour Court authorizes such a test or to disclose his or her HIV & AIDS status as part of such proceedings. Only case numbers and no names, pay numbers or Identity Numbers shall be made available.

11. HIV TESTING

The Matjhabeng Local Municipality shall not require an employee, or an applicant for employment to undertake an HIV test in order to ascertain the employee's HIV & AIDS status, unless the Labour Court authorizes such a test in terms of the employment Equity Act and the process is consulted with recognized unions, in advance.

11.1 Permissible HIV Testing

The Matjhabeng Local Municipality may provide HIV testing to an employee who has personally requested a test in writing under the following circumstances:

- As part of a health care service provided in the workplace
- In the event of an occupational accident carrying a risk of exposure to blood or other body fluids
- For the purpose of applying for compensation following an occupational accident involving a risk of exposure to blood or other body fluids

- In the event of an occupational accident and the testing is refused, the employee shall submit a written letter of indemnity to the MLM also stating that the consequences of refusal are fully understood.

Workplace HIV testing may only take place within the following defined conditions:

- At the initiative of an employee
- Within a health care worker and patient relationship
- With informed consent and pre and post-test counselling
- With strict procedures relating to confidentiality of an employee's HIV & AIDS status as described in this policy.
- Test results shall be provided to the employee only to ensure confidentiality.
- The employee may provide test results to management in the presence of his/her union representative or representative of his/her choice, however, such submission is, not compulsory and the employee must be informed accordingly in writing.

12. CONFIDENTIALITY AND DISCLOSURE

12.1 All individuals with HIV & AIDS have the legal right to human dignity and privacy an employee is therefore not legally required to disclose his or her HIV & AIDS status to the employer or to other employees.

12.2 Where an employee chooses to voluntarily disclose his or her HIV & AIDS status to the employer or to other employee's this information may not be disclosed to others without the employee's express written consent. Where written consent is not possible, steps must be taken to confirm that the employee agrees that his or her HIV status be disclosed. Consent may be written or verbal and in the presence of his/her union representative or fellow employee of his choice. Representation shall therefore be in terms of the Condition of Service applicable.

12.3 Mechanisms must be created and consulted to encourage openness, acceptance and support for employees who voluntarily disclose their HIV & AIDS status within the workplace including:

- Management to conduct and participate in education, prevention and awareness programmes during official working hours.
- Encouraging the development and attendance of support groups for employees and direct family members living with HIV & AIDS
- Ensuring that individuals who are open about their HIV & AIDS status are not unfairly discriminated against or stigmatized.
- Management to provide information on nutrition during support group meetings.

13. COMPENSATION FOR OCCUPATIONALLY ACQUIRED HIV AND AIDS

- 13.1** An employee shall be compensated if he or she becomes infected with HIV & AIDS as a result of an occupational accident in terms of the Compensation for Occupational Injuries and Disease Act (1993, Act No 103 of 1993 as amended)
- 13.2** Matjhabeng Local Municipality shall take steps prescribed in the Reporting of incidents policy and Legislation to assist employees with the application for registration of claims, benefits and treatment, including:
- Assist with registering of the claim immediately with Insures of MLM and Compensation Commissioner.
 - Provide information to infected employees on the compensation claim procedure.
 - OHS Officers shall assist with the investigation and collection of information proving that individual was exposed to HIV infected body fluid / blood in the work environment. The Reporting of Incidents Policy shall apply.
 - Provide free of charge Post Exposure Prophylaxis (PEP) to employees after a possible exposure to HIV in the work place within four (4) hours after the accident.
 - OHS Officers to render assistance with completion of relevant forms and reports in the same manner as any other injury on duty.
 - Communicate with the Workman's Compensation Commissioner on behalf of the affected employees as prescribed in the COID Act (Act no 103 of 1993) immediately.
- 13.3** Occupational exposure shall be dealt with in terms of the Compensation for Occupational Injuries and Diseases Act (1993). The employer shall ensure that the provisions, procedures and guidelines of this Act are adhered to.

14. EMPLOYEE BENEFITS

- 14.1** Employees with HIV & AIDS shall not be unfairly discriminated against in the allocation of employee benefits.
- 14.2** Employees who become ill with HIV & AIDS shall be treated like any other employee with comparable life threatening illness with regard to access to employee benefits.
- 14.3** Information from benefits schemes regarding the medical status of an employee shall not be requested from the medical schemes and information provided by an employee shall be kept confidential at all times and shall not be used to victimize the individual.
- 14.4** Available benefits related to HIV & AIDS will be communicated extensively using a wide range of communication channels, such as one on one discussion and departmental general information sessions.

- 14.5** Application for additional sick leave shall be submitted timorously by the ill-Health and Incapacity Committee, after investigation and confirmation at a meeting.

HIV/AIDS Policy in the Workplace

15. MATJHABENG LOCAL MUNICIPALITY SUPPORT STRUCTURE

- 15.1** The MLM Human Resource Management and Development Department shall undertake to provide as a minimum the following service to MLM employees:

- Wellness information booklets
- Electronically distributed health related information
- Provision of male and female condoms placed in containers at strategic places.
- Compulsory and regular HIV & AIDS education and training during departmental session for all employees of the MLM at least once every quarter. Such sessions shall be conducted during official working hours
- Provide and support prevention and education strategies to reduce risk behaviour
- Encourage reduction of HIV transmission and the keeping of information thereof for audit purposes.
- Comprehensive HIV & AIDS care and support service by the Human Resource Management and Development Department.
- Facilitate development and implementation of coping strategies for employees by the Aids Unit and Committee.
- Effective involvement of internal and external stakeholders and communities by the Wellness Unit and Human Resource Management Unit.
- Ensure efficient mainstreaming of the HIV & AIDS workplace strategy and monitoring of the activity by MLM Human Resource Management and Development Department and compile statistics on a quarterly basis.
- Ascertain effective monitoring and evaluation of the Multi-sectoral HIV & AIDS programme and amending thereof by the MLM Human Resource Management and Development Department and compile statistics on a quarterly basis.
- Submission of reports on the above to the Local Labour on a quarterly basis, by the HIV & AIDS Committee.

- 15.2** The Human Resource Management & Wellness Department's HIV & AIDS workplace Programme involvement includes, but is not limited to:

Ensure adherence to and assist in the regular review of the Policy on HIV & AIDS at the workplace.

- The implementation of the Employee Assistance Programme (EAP), which includes professional therapy, counselling and consultation service.
- Ensure that aftercare and support are available by means of support groups assisted by a registered medical practitioner and the HRM&D Department.

- Provision of ill-health and / or incapacity policies, procedures process, management and evaluation, monitoring and amendment / revision of some on a regular basis, by HRM&D Department.

HIV/AIDS Policy in the Workplace

16. MONITORING AND EVALUATION

The Matjhabeng Local Municipality commits itself to the following:

- Disseminate and communicate the Policy on HIV & at the workplace to all staff, through the induction process, periodical compulsory educational workshop & awareness campaigns for all employees on a quarterly basis.
- Implement, monitor and evaluate the impact of HIV & AIDS at the workplace, every 6 (six) months.
- Create interdepartmental structure to ensure that HIV & AIDS interventions are well supported, sustained and coordinated into the future.
- Advise management regarding programme implementation and progress with submission of the reports to the Local Labour Forum.
- Liaise with local HIV & AIDS organizations and other relevant resource in the community.
- Promote supportive and conducive working environment.
- Liaise with other Municipalities or Councils and private sector on programmes and report same to HIV & AIDS Committee for investigation and possible application at least twice per year.

17. DISPUTE RESOLUTION

Any dispute arising from the application of this Policy shall be dealt with according to MLM grievance procedures contained in the Conditions of Service applicable.

18. REVIEW OF POLICY

The HIV & AIDS Workplace Policy will be reviewed annually in the light of Epidemiological scientific and or other relevant information.

19. HIV AND AIDS COMMITTEE

The HIV & AIDS Committee shall consist of but not limited internal members.

20. COMPETENCIES FOR AN HIV AND AIDS COORDINATOR

Competencies for an HIV & AIDS Coordinator shall consist of but not be limited to the provisions of checklist.

HIV/AIDS Policy in the Workplace

21. ROLES AND RESPONSIBILITIES OF THE HIV AND AIDS COMMITTEE

- The roles and responsibilities of the HIV and AIDS Committee and its member individually shall be clearly defined taking into consideration the needs of stakeholders and developmental level of all employees of MLM.
- Attendance registers shall be signed at each meeting. Same shall be audited and should a member of the Committee be absent for three meeting another member be elected and appointed in his/ her place.
- Feedback by members of the HIV & AIDS Committee on executed activities and proposed / planned activities and information be provided to the OHS Safety Committees on a monthly basis.
- That HIV & AIDS be a standing Item on the OHS Safety Committees of departments.
- That an Audit on HIV & AIDS activities in departments be conducted at least every six (6) months by the OHS Officers and that the Audit be submitted to the Executive Director HRM&D for inclusion in the HIV & AIDS Committee activities submitted to the Local Labour Forum.
- That HIV & AIDS be a standing Item for discussion on the Agenda of the Local Labour Forum.
- The check list for the composition of the HIV & AIDS Committee.

21.1 The HIV & AIDS Committee shall also consider:

- Organizational risk reduction
- First aid / universal precautions
- Education and awareness programmes
- Other prevention programmes
- Wellness management and include nutrition and habits of employees at work and
- Nutrition at committee meetings and body breaks

21.2 Constant information thereof must be provided to departments and included in the Agenda of the OHS Committee for discussion and also presentation to employees

21.3 The Committee shall prepare and conduct a workplace impact assessment. The checklists for same and submit same to the HRM & Wellness Department.

21.4 Action programmes and implementation thereof must be regarded as a high priority by the HIV & AIDS Committee.

21.5 Counselling services and information must be provided to contractors of MLM. The HIV & AIDS Committee shall prepare documents and involve employees in same where possible.

HIV/AIDS Policy in the Workplace

21.6 The HIV & AIDS Committee must ensure lines of communication and accountability between the various structures and the HIV & AIDS Coordinator and that same is understood by all

21.7 The HIV & AIDS Committee must ensure that the necessary budgeting is submitted yearly, as well as report on the implementation and spending thereof by submitting a report quarterly to the Executive Director (ED): HRM&D Department.

21.8 A checklist of policies and procedure to be reviewed yearly by the HIV & AIDS Committee for submission to the Executive Director: HRM&D Department and Local Labour Forum.

22. PARTNERSHIP

- Partnerships are vital to the success of an HIV & AIDS Committee
- Partnerships assist in sharing information, experience, skills and resources
- Partnerships assist an HIV & AIDS Coordinator and Committee to fulfil their functions.
- Reports on meeting with “Partners” and their activities must be submitted to the Executive Director: HRM&D Department and included in the Audit submitted to the Local Labour Forum.

23. CONTRACTORS

Safety files of contractors must also provide a section for HIV & AIDS and proof must be provided to OHS Officer of information, discussions and activities of HIV & AIDS for their employees.

24. ILL HEALTH AND INCAPACITY

Incapacity must be determined by the HIV & AIDS Committee as well as the Ill-health and incapacity Committee. Procedure for determining same.

CHECKLIST FOR THE COMPOSITION OF AN HIV AND AIDS COMMITTEE AND ACTIVITIES

- A registered Occupational Health and Safety Practitioner
- Include personnel of EMM who will be involved with the development, implementation, or monitoring, evaluation and Auditing of HIV and Aids workplace policies and programmes and application thereof in Departments (such as OHR, HR, personnel from EAP, unions, etc;)
- Include personnel involved with broader wellness management programmes within the municipality (Human Resource Management and Development Department),
- Include key people who represent the various interests of the municipality (Equity, Labour Relation, Finance);
- Include women to articulate their perspective, interest and concerns into the planning and the programme;
- Include employees who are living with HIV and AIDS, as they better than anyone else can inform the Committee of the capacities and concerns of employees with HIV and AIDS,
- Include representative from IMATU and SAMWU so as to ensure participation and to maximize the potential for good communication with the workforce.
- Include people with relevant skills;
- Include people who are able to build support for the HIV and AIDS workplace Programme;
- Ensure representation of both genders;
- To meet at least one per month during official working hours;
- Ensure representation of all sections of stakeholders at all meetings;
- That the Unions, IMATU and SAMWU be responsible for the appointment of their representatives;
- That the Human Resource Management and Development Department request nominations of committee members form Departments / Stakeholders and that the composition of the HIV & AIDS Committee;
- The Human Resource Management and Development Department to convene meetings and to provide secretarial services at same;
- The Human Resource Management and Development Department to provide Agendas seven (7) days in advance for every meeting
- The Human Resource Management and Development Department to provide Minutes of every meeting held and that copies of same be filed and kept for audit purposes.

CHECKLIST OF CODE COMPETENCIES FOR AN HIV AND AIDS COORDINATOR

- Experience and interest in HIV and AIDS issues
- Skills and/or experience in advocacy, networking and co ordination
- Occupational Health and Safety experience and competency
- Project management and organizational experience
- Financial management experience
- Strategic planning skills
- Strong communication skills
- Report writing, monitoring and evaluation skills
- Experience in Workplace HIV & AIDS programme writing, monitoring and evaluation of same.

1. **REVIEWING EXISTING POLICIES, PROCEDURES AND PROGRAMMES**

Developing and implementing a workplace HIV and AIDS policy will require a review of existing municipality policies, procedures and programmes to ensure that these are in line with the municipality's HIV and AIDS Policy and principles.

The policies, procedure and programmes that may need to be reviewed are listed in the following checklists:

1.1 **Checklist of policies and procedures**

- Policies and procedures on non-discrimination
- Disability policies
- Recruitment policies and medical questionnaires
- HR policies and procedure
- Occupational health and safety policies
- Employee benefit procedure and Conditions of Service
- Disciplinary codes and procedures
- Service delivery and contingency plan/s policy
- Policy on Reporting of Incidents
- Needle Stick Policy
- HIV & AIDS Policy
- Contractor Management Policy

1.2 **Checklist of programmes**

- EAP programmes
- OHS programmes/Audits
- Health promotion programmes
- Education and training programmes
- Education and training programmes for all HIV & AIDS Committee members
- Nutrition programme to be investigated for affected employees.

The questions posed below can assist a department in the process of reviewing HR policies, procedure and programmes

1.3 Checklist for reviewing HR policies, procedures and programmes

Do HR policies, including policies on employee benefits and their application, reflect the principles contained in the Minimum Targets on HIV and AIDS and other relevant guidelines – such as:

- Do all employment policies and practices ensure that an employee living with HIV and AIDS will not be unfairly discriminated against?
- Do employment policies and practices prohibit unlawful HIV testing of an employee, unless Labour Court authorization has approved such HIV testing?
- Do employee policies and practices protect the confidentiality of employees?
- Are HIV and AIDS integrated into all core HR management policies and programmes?
- Are municipality policies and procedure consistent with the Code of Good Practice on Disciplinary and Incapacity Matters as stipulated by the LRA, which treats HIV and AIDS like all other serious illnesses, and which ensures that criteria are not HIV specific?
- Are HR policies and procedure for defining work incapacity due to ill health and ill health retirement responsive to HIV and AIDS? Are systems in place to link and interpret HR functions such as monitoring absenteeism and sick leave, to facilitate the identification of employees in need?
- Do HR policies provide for alternate options (besides sick leave) for employees with reduced work capacity, such as in the case of employees living with HIV and AIDS?
- Are processes in place to ensure that employees living with HIV and AIDS who are on a medical scheme are aware of the treatment options available to them?
- Do performance management systems take HIV and AIDS into account?

Checklist of employee data that can be collected and analyzed for an impact assessment

- Number of employees, by grade, age, and gender;
- Salary and grading structure;
- Sick leave;
- Early retirements for health reasons;
- Deaths in service, and
- Staff turnover.

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DETERMINING ILL – HEALTH INCAPACITY

The Code of Good Practice on Disciplinary and Incapacity Matters provides clear guidelines on how to deal with employees who are unable to consistently perform their job functions, either as result of poor performance, or as a result of ill health or injury. Employees living with HIV & AIDS who are unable to consistently perform at the expected level should be treated similarly to any other employees who are unable to consistently perform at the expected level. Where incapacity is due to poor performance, the procedures outlined in the Code shall be followed and likewise where the incapacity is due to ill health or injury.

However, in the case of employees living with HIV & AIDS, it may be necessary to ensure that the reason for incapacity is carefully determined (is the poor performance due to ill health?) in order to ensure that the correct procedures are applied in a non-discriminator fashion.

Incapacity due to poor performance occurs when an employee is unable to consistently perform at the expected level. In the case of employees who deliberately fail to perform, this is a case of misconduct rather than incapacity and shall be dealt with as such.

Incapacity due to ill health occurs when an employee is unable to consistently perform their job function, as a direct result of ill health or injury. Again, in the case of employees deliberately abusing sick leave, this shall be with as a case of misconduct rather than incapacity.

The Code contains detailed procedures including a process to investigate the extent of an employee's ill health or injury. Employees living with HIV & AIDS shall be dealt with similarly to all employees. However, key issues to note are that:

- Procedures allow for an investigation to determine an employee's poor health. The focus of the investigation be based on functional grounds (on the employee's capacity to do the job), as opposed to purely medical grounds (e.g. HIV status).
- Where an employee's HIV status is not known, HIV testing of an employee for purpose of incapacity proceeding is prohibited unless Labour Court authorization has been obtained.
- Where an employee's HIV status is known, procedures must ensure that this information is kept confidential and does not go beyond the incapacity proceedings.
- Defining work incapacity due to HIV & AIDS may be difficult due to the fluctuating course of the illness and the lack of specific HIV & AIDS expertise of many medical practitioners. Incapacity and ill health assessors must be provided with guidelines on HIV & AIDS so that where AIDS related symptoms are present, a full incapacity assessment is conducted.
- An Occupational Health and Safety Doctor registered with the Medical Board must therefore be consulted and written reports obtained at all time.

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Draft EAP - Employee Assistance Programme Policy

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DRAFT MATJHABENG MUNICIPALITY EAP (EMPLOYEE ASSISTANCE PROGRAMME POLICY)

1. STATEMENT OF THE POLICY

The Council recognizes that any problem can and do affect workers job performance / behavior. As a result of the above, the Council provides an Employee Wellness Programme which is a confidential assistance/advisory service, designed to assist employees in dealing with their problems. Such problems may include personal, psychological, marital, substance dependency or can be work related problems, which definitely and repeatedly interfere with the employees' health and productivity.

The Employee Wellness Programme is available to all employees of Council and employees experiencing problems are encouraged to seek advice from their Employee Wellness Programme Practitioner. The programme is further aimed at assisting Management to improve or restore impaired job performance. CONFIDENTIALITY of all records will be strictly preserved.

Participation in this Programme is voluntary and utilization of the Programme will not jeopardize employee 'promotional opportunities, job security or disciplinary process. Diagnosis of an employee's personal problem(s) is not part of Supervisor's or Manager's job function. Therefore referral for diagnosis and treatment will be based only on job performance /behavior. NB- The employee has the right to refuse referral to EAP. However, such cases can be referred to Director Corporate Support Services to arrange a focus discussion.

2. PREAMBLE

The Matjhabeng Local Municipality cares about the health and social wellbeing of its employees and recognizes there are a number of personal problems which impact negatively to the employee's personal as well as work lives.

The Matjhabeng Local Municipality realizes that an Employee Wellness Programme is not simply a humanitarian way of resolving personal problems so that they do not impede job performance but it's a Programme which also makes excellent financial sense by reducing absenteeism, sick leave, accident benefits, early retirement, time spent on disciplinary matters, employee replacement cost etc.

The Matjhabeng Local Municipality therefore commits itself to ensuring that employees are provided with assistance in their problems to restore the employees to full productivity.

3. OBJECTIVES

- To provide assistance in the form of confidential counselling and referral, to every employee who experiences personal as well as work related problems.
- To ensure productivity and quality of life to its employees while taking into consideration the employees families and relatives.
- To provide employees with preventative education and skills training.
- Council to take care of its employees by providing after care and follow-ups.

4. DEFINITION OF TERMS

EMPLOYEE ASSISTANCE PROGRAMME (EAP)

This is a work site based programme, designed to assist hampered be personal employees in identification and resolution of performance and behavioral problems associated with employee's problem.

➤ **PERSONAL PROBLEMS**

Include but not limited to; marital, family, emotional, health, financial, legal, substance abuse, life threatening, illness, unforeseen, circumstances.

These adversely impact upon their health as well as productivity.

➤ **EAP CO-ORDINATOR**

A person skilled to render the necessary intervention to an affected employee.

➤ **AFFECTED EMPLOYEE**

An employee whose job performance /behavior is not up to required standard.

➤ **REFERRAL**

Directing an affected employee to the EAP Practitioner /institution for assistance and/or specialist

➤ **INSTITUTION / ORGANISATION**

Authorized service centers that intervene in case of an effected employee e.g. Hospitals/Clinics, Social Development, SANCA, FAMSA, Hospice and others.

➤ **INTERVENTION**

Treatment or counseling by EAP Practitioner, Psychiatrist, Psychologist, Social worker, Doctor etc.

➤ **DEFAULT**

Failure to act, honor an appointment or take prescribed treatment.

➤ **RELAPSE**

Deterioration in client's condition after partial recovery.

➤ **CLIENT**

An affected person seeking help for EAP.

➤ **NEUTRALITY**

Maintaining impartial state.

➤ **VOLUNTARISM**

Self -initiated referral.

➤ **ACCESSIBLE**



Easily reachable.

➤ **PERMANANCY**

Long lasting.

➤ **CONSTRUCTIVE COESION**

Persuasion of an affected employee by supervisor to consult EAP.

➤ **CONSULTATION**

Seeking information/ advice from EAP Practitioner, institution or doctor.

➤ **PROGNOSIS**

Forecast of course of illness.

5. LEGAL FRAMEWORK

- Labour Relation Act 1995 (Act No. 66 of 1995)
- Basic Conditions of Employment Act 1997 (Act No. 75 of 1997)
- Occupational Health and Safety Act 55 of 1998.
- Compensation for Occupational Diseases Act 30 of 1993.
- Medical Schemes Act.
- Promotion of Equality of Prevention of Unfair Discrimination Act 4 of 2000.

6. SCOPE OF AVAILABILITY

Provision of this policy shall apply to all employees, contracts and Councillors of the Matjhabeng Local Municipality.

7. PRINCIPLES

7.1. Accessibility

- Council shall ensure that the Programme is accessible to all its employees regardless of their positions.
- Council commits itself to developing a system of resources relevant and accessible to employee and their families (counseling).

7.2. Confidentiality on Consultation

Ensure confidentiality of information/details revealed by employees during consultation.

Neither victimize nor dismiss an employee on the basis of information revealed during consultation or while receiving treatment.

The consultation will also be through the dedicated helpline with specialists.

7.3. Neutrality

- Council shall ensure that EAP information remains outside of traditional conflict areas between
- Management and Employee Organization e.g. not to testify in any Labour Disciplinary Proceedings.
- EAP will be acknowledged as highlighting common interest between Management and Labour.
- EAP shall not be used as a disciplinary tool for management.

7.4. Voluntarism

Council acknowledges that most effective referral to the programme is self-referral since it achieves the earliest intervention possible.

At no stage can an affected employee be forced to use the programme.

The EAP does not exist to moralize the employee co-operation, but to assist employees to fulfill contractual obligations.

7.5. Constructive Coercion

After all interventions have been executed i.e. training and development, the Manager/ Supervisor can persuade the affected employee to seek assistance from EAP.

7.6 Permanency

Council shall ensure that the survival and sustainability of the EAP by providing visible support.

Council shall ensure through advocacy through consultation with all stakeholders including Labour Organizations.

7.7 Guarantees

This policy guarantees that:

- An employee identified as having personal problems shall not be discriminated against in respect of benefits such as promotions, training, and others.
- Confidentiality will be respected in terms of giving feedback to referring supervisors.
- EAP does not replace disciplinary procedures but provides an alternative method of managing poor performance.
- Counselling is an in-house service rendered by qualified EAP Practitioners.
- Supervisors may only obtain progress prognosis report.

8. TYPES OF REFERRAL

8.1. Self-Referral

An employee through process of self-realization recognizes that a problem exists, may seek assistance by consulting an EAP Practitioner directly or through Supervisor/Manager.

A self-referral EAP consent form will be available for an individual to sign.

Self-referrals will be treated with strict confidentiality.

Employees, who voluntarily seek assistance but do not want their supervisors to know of their participation, can arrange an appointment with the EAP Practitioner privately.

8.2. Formal Referrals

A supervisor who is concerned about the decline in an employee's performance, attitude or behavior may refer that employee, with the employee's consent form to an EAP Practitioner for assistance.

The supervisor is required to complete the referral form and submit it to the EAP Practitioner at least 3 days prior to interview.

The Supervisor/ Manager will not require the employee to divulge nature of the problem but will merely offer assistance in arranging an appointment at a time convenient to all parties.

8.3. Informal Referrals

This is when an employee experiences personal or social problems and on advice of other people e.g. supervisor, a colleague, union representative, friend, or family may seek assistance from the EAP Practitioner.

Self-referral form will be available for an individual to sign.

The Supervisor/Manager will not require the employee to divulge the nature of the problem but will merely offer assistance in arranging an appointment at a time convenient to all parties.

The EAP Practitioner will be responsible for.-

Informing the supervisor/manager of the progress on counselling.

Informing the supervisor/ of the time an employee will be required to be released from normal duty in order to receive assistance.

For ensuring the employee that no information regarding the precise nature of the problem(s) will be revealed to supervisor/ manager without the Employees informed agreement.

EAP clients absent from work due to EAP related procedures will be allowed special leave.

9. DEFAULT IN TREATMENT

Should the helping agency suspend or expel the employee from its treatment or counseling programme, he or she must inform the EAP Practitioner.

10. PAYMENT

In case of substance abuse, should an employee who is not a member of the Medical Aid Scheme be required to undergo treatment at an appropriate institution /organization, the Council will be responsible for payment subject to approval by the Municipal Manager.

In all other instances, where a Medical Aid Scheme covers illnesses or conditions the employee be required to submit claims in the normal way. Should the Medical Aid Scheme fail to cover treatment cost then the Council will be responsible for the short fall in respect of the first complete treatment.

11. RELAPSE

Council will provide opportunities for all employees to be educated and informed of the hazard of alcohol and substance abuse.

12. MONITORING AND EVALUATION

The Employee Assistance Programme shall be monitored continuously.

It shall be evaluated annually if necessary by Senior Manager Human Resources, Manager Wellness and EAP Practitioners and the report be submitted to Director Corporate Support Services.

13. POLICY REVIEW

Policy to be reviewed annually

14. RESPONSIBILITY

- All employees shall be held responsible and accountable for complying with this policy.
- All supervisors/managers must ensure that all members of staff are aware of and understand the content of the EAP policy.
- All supervisors/managers must ensure that each employee receives this policy.
- All managers are responsible for implementing this policy.
- The management in Corporate Services is responsible for ensuring that this policy is properly distributed to all departments and that every employee has personally received a copy

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EMPLOYEE ASSISTANCE PROGRAMME

CONSENT TO DISCLOSE INFORMATION

Number	(name in full), Pay
--------	---------------------

----- Hereby authorize ----- as EAP
Practitioner, to disclose the following information.

7

To: _____

(Name of person and job tittle to whom disclosure is to be made.)

SIGNATURE : -----

EAP PRACTITIONER

SIGNATURE: -----

(EMPLOYEE)

MATJHABENG LOCAL MUNICIPALITY



AMENDED DRAFT PAUPER, INDIGENT (DESTITUTE) and UNKNOWN BURIALS POLICY

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1. INTRODUCTION

The Policy on Pauper, Indigent (destitute) & unknown Burials will be there to guide Council, Officials, Individuals, Community and Funeral Undertakers on handling the above. The Council note the demand of burials of Pauper, Indigent (Destitute) & unknown deceased people within its area of jurisdiction. The Matjhabeng Local Municipality had to intervene with its limited resources on certain occasions where it was becoming clear that burials of Pauper, Indigent (Destitute) & Unknown people was not going to take place as a result of the affected not having the necessary resources to cater for the same. This Policy is a standardized Policy which will ensure an effective and prompt burial of such corpses, within the area of jurisdiction of Matjhabeng.

2. INTERPRETATION/DEFINITIONS

In these by-laws, unless the context otherwise indicates.

“Agent” means Funeral Undertaker appointed as Service Provider(s) by Local Municipality.

“Body” means the remains or any portion thereof any deceased person;

“Cadaver” means a dead human body;

“Cemetery” means any land or part thereof with the municipality duly set aside by the Council as a cemetery;

“Crematorium” means a crematorium as defined in Section 1 of the Ordinance and includes any places set aside by the Council for the cremation of a body;

“Crematory” means the room in the crematorium which houses the cremation refractory;

“Dead” means a person permanent failure of the essential functions of his/her brain, heart and lungs has occurred;

“Human being” means a child born alive;

“Indigent person” means a destitute person who has died in indigent circumstances, or if no relative or other person can afford to bear the burial or cremation costs of such deceased person. The Local Municipality may bury such a person as a pauper;

“Municipality” means the area under control and jurisdiction of the Council as well as any outside area contemplated in Section 7(b) of the Local Government Ordinance, 1939 (Ordinance No 17 of 1939);

“Non-resident” means any person who at the time of his death was not a resident of the Matjhabeng Local Municipality;

“Officer in charge” means any person authorized by the Council to be in control of any cemetery and in the case of a crematorium, the register of such crematorium;

“Office hours” means Monday to Friday 07H30 to 16H00 excluding Saturday and Sunday and Public Holiday;

“Ordinance” means the Crematorium Ordinance, 1965 (Ordinance No 18 of 1965)

“Pauper” means a person who has died as an unknown person or no relative or other person can be found to bear the burial or cremation of such deceased person;

“Plot” means any area laid out in any cemetery for not less than two and not more than ten graves adjoining each other, in respect of which the exclusive right to enter has been acquired in terms of these by-laws;

“Register of deaths” means any person appointed as registrar of deaths in terms of the Birth, Marriages and Deaths Registrations Act, 1963 (Act No 81 of 1963);

“Regulation” means a regulation published in terms of Ordinance;

“Resident” means any person who, at the date of his death ordinarily resided in the municipality or who for at least six months immediately prior to such dates was the owner of fixed property in the Municipality;

“Tariff” means a tariff of charge as determined by the Council from time to time, by special resolutions, in terms of Section 80B of the Local Government Ordinance, No 17 of 1939);

“Working hours” from Monday to Friday as determined from time to time by the Council to be normal working hours.

3. DISPOSAL OF BODY

- 3.1. If it's an Unknown person, the Municipality may take possession of the body, and keep it through its Agent "Funeral Undertaker" for at least three months, in an approved and registered mortuary whilst investigating the origins of the person and Council will decide on the time and place of burial through it's Officer in Charge and Agent.
- 3.2. If it was an Indigent person, the Council will decide in conjunction with the family on the time and place of burial through it's Officer in Charge and Agent.

4. PAUPER, INDIGENT (DESTITUTE) and UNKNOWN BURIALS

A Pauper is defined as a person who has died as an unknown person within the geographic boundaries of Council subject to Section 48 (2) of the Health Act No 63 of 1977 as amended

"Shall be buried at the discretion of Council".

- a. A pauper who is buried in a cemetery as determined by Local Municipality / Council.
- b. An indigent person means a destitute person who has died in indigent circumstances, or if no relative or other person can afford to bear the burial costs of such deceased person. The Matjhabeng Local Municipality may bury such a person as a pauper in a cemetery determined by it's Officer in Charge.
- c. The onus of proof of being indigent rests with the applicant declaring indigency and confirmed by next of kin or representatives in a written certified sworn affidavit in front of a Commissioner of Oath.

5. APPLICATION FOR PAUPER, INDIGENT (DESTITUTE) and UNKNOWN BURIAL FROM THE COMMUNITY

An application for a Pauper, Indigent (Destitute) and Unknown burial within the community of Matjhabeng Local Municipality, will only be considered and approved if/and when:

- 5.1 The relevant investigations has been done by appointed Officer from Council and the following certified copies have to be attached as Annexure "A":5.1.1 – 5.1.7
 - 5.1.1 ID Document of the diseased and applicant/informant
 - 5.1.2 Death Certificate BR5
 - 5.1.3 Letter from Local Inkosi / Councillor (optional)
 - 5.1.4 Report from the appointed Officer of Council
 - 5.1.5 SAPS report with (a) case number and (b) permission to bury (where applicable)
 - 5.1.6 Sworn affidavit from next of kin/family, neighbour or friend
 - 5.1.7 Burial Order
- 5.2 SWORN AFFIDAVIT MUST INDICATE THE FOLLOWING:
 - 5.2.1 The relationship of person giving the affidavit, indicating his/her ID number and place of residence.
 - 5.2.2 The permission to surrender the body to the Matjhabeng Local Municipality to deal with it in a way as guided by this policy and its by-laws.

6. THE FOLLOWING CRITERIA TO BE APPLICABLE IN CONTRACTING UNDERTAKERS

CRITERIA

- Tenders for Pauper Burials are invited on a yearly basis or as stipulated by Tender
- Paupers with relatives are investigated by the Branch Employee Wellness
- Unknown corpses are reported by the Forensic Pathology Services from the Department of Health and buried by Council.
- Paupers/Unknown corpses and the Destitute/Indigent will be buried during the week, but if Council's appointed Service Provider(s) agree to it, on Saturdays.
- In the case of Destitute, the normal rituals will be conducted where the corpse will be taken home on Friday and buried on Saturdays if Council's appointed Service Provider(s) agree to it.

CONDITIONS FOR PAUPER INDIGENT/DESTITUTE BURIALS

- "The coffins will be of a basic, but durable nature. (A coffin the Edge which is made out of Maluti- or Redwood with handles.)
- Provision to be made for over size coffins for heavy set corpses. (Kiaat/Wallnut flatlid coffin 1,9m; 120kg and above).
- Graveyard costs must not be included in the tender price.
- The Municipality will not be responsible for storage or other fees from other Service Provider(s), where a body was stored prior to application for a Pauper/indigent burial at Council.
- The Municipality's workers will be responsible for the digging and filling of graves."
- In the case of destitutes, the normal rituals will be conducted where the corpse will be taken home on Friday and buried on Saturdays, if Council's appointed Service Provider(s) agree to it.
- The cost should include coffin and transportation.
- The Service Provider(s) are not allowed to ask for any additional costs that may or may not occur.
- The Service Provider(s) should provide proof of registration with SARS e.g Tax Clearance Certificate, UIF.
- The Service Provider(s) should have reasonable experience to render a funeral undertaking service.
- The Service Provider(s) should provide proof of solvency certified by the Commissioner of Oaths
- The Service Provider(s) should provide proof of payment for Municipal Services.
- The Service Provider(s) should provide proof of Business Registration.
- The Service Provider(s) should be able to render the service to the satisfaction of Council, thereby practising Ubuntu.
- If a post-mortem is required, the undertaker will pay the fee (R250-00) and claim it back from Council when submitting invoice as per order, attaching certified copy of proof of payment.
- Have an annual Competency Certificate as required by Lejweleputswa District Council, Environmental Management Department.
- The Municipality will visit all Undertakers who responded to the tender to verify if they comply with all legislatives."

7. COST IMPLICATION

Costs for Adults (over size coffin)	- R 2500.00
Cost for Adults	- R 2000.00
Costs for Children (7-14 years)	- R 1500.00
Costs for Infants	- R 1200.00
Costs for still-born and Premature	- R 1000.00

8. RULES

- No financial contribution for food.
- No memorial or tombstone will be erected.
- The Municipality shall not be responsible for body from home or street wherever it is found dead since the prerogative of the South African Police Service (SAPS).
- The Local Municipality must make land (grave) available for this service.
- No Councillor is allowed to authorize Pauper Burial without consultation to/permission from the Municipality.
- No transport must be provided to the family for funeral.
- Application for Pauper / Indigent burial shall be submitted to the Municipality.
- The Branch Employee Wellness Programme of the Municipality is responsible for the implementation of this Policy at the Local level.

COUNCIL APPROVAL AND EFFECTIVE DATE

CONFIDENTIAL

ANNEXURE A: INDEMNITY AGREEMENT

MATJHABENG
LOCAL MUNICIPALITY



Municipality

Mmassepala

Umasipala

Munisipaliteit

PO BOX 708

TEL: 057 3913 121

WELKOM

FAX: 0866 475 778

9460

Ref: IDMagr/5/6/1

INDEMNITY AGREEMENT

TO:

THE MUNICIPAL MANAGER

(MATJHABENG LOCAL MUNICIPALITY)

Whereas

I, the undersigned (full names and surname of student):

.....

.....

.....

Identity number:

.....

Residing at:

.....

.....

.....

(a) Wish to be exposed voluntarily and without remuneration by way of observation, theoretical, practical, experiencing or any other manner that I might be required as part of the experiential training:

.....

.....

For which I am registered as a student at the:

.....

(b) Wish to be exposed as mentioned in (a) above at Matjhabeng Local Municipality for the period,

From: _____ to _____ to undergo or participate in or to investigate or evaluate my topic (hereinafter referred to as the *activity*).

(c) Am fully aware of the actual risks attached to the activity and any property that I may bring to the premises of Matjhabeng Local Municipality (hereinafter referred to as the Council) during the period of the activity to which I expose myself and such property, the nature and extend of which is known to me and

(d) Am keen and willing to forfeit my rights against Matjhabeng Local Municipality by virtue of the activity and any other matter that can be associated with it, which includes but is not limited to transport in Council vehicles and visits to premises for the purpose of (a) and (c) above;

e) I further acknowledge the fact that this temporary placement will not in any way imply that I will be permanently appointed in the employment of Matjhabeng Local Municipality upon completion of the experiential training;

I therefore;

(f) Declare that if anything happens to me while I am engaged in the activity, Matjhabeng Local Municipality would not be held responsible for any damages I might incur.

(g) Indemnify Matjhabeng Local Municipality, its members, employees, officials or agents, whether of personal or official nature, from all claims whatsoever and whatever nature by myself or my dependants or any other person in respect of loss of liability, consequential damage or physical injuries, bodily harm or mutilation that my dependants or I may sustain, and/or damages or losses that might be incurred and/or ensued to my property or that is associated with or resulting from the activities as mentioned above and,

(h) Indemnify the "Council", its members, employees, officials or agents whether in personal or official capacity, from all costs and other expenses that may be incurred by Matjhabeng Local Municipality for the purposes of investigation, opposing or settlement of the claims mentioned in paragraph (f),

(i) Indemnify Matjhabeng Local Municipality, its members, employees, officials or agents, whether of personal or official nature from any damages occasioned to any property that I may bring within the premises of the Municipality while engaging in the activity and from any loss of the said property,

j) I will adhere to the Health and Safety Regulation of the Municipality and will treat Council's information with confidentiality

I further acknowledge the fact that this temporary placement will not in any way imply or guarantee that I will be permanently appointed in the employment of Matjhabeng Local Municipality.

I confirm that I have read the contents of this indemnity form and/or same has been read, explained and interpreted to me in a comprehensive manner and that I fully appreciate the contents thereof and intend to be bound by same.

Signed at: _____ on this _____ day of _____
20____

WITNESSES;

1. _____

Signature of person/student who

indemnifies

Matjhabeng Local Municipality

2. _____

Note: Where the person/person who indemnifies Matjhabeng Local Municipality is a minor (i.e. younger than 21 years) he/she must be assisted by his/her parent or a legal guardian.

Signed at _____ on this _____ day of _____
20____

WITNESSES;

1. _____

Signature of parent/legal

guardian

2. _____

Signed on behalf Matjhabeng Local Municipality:

Full names and surname:

Position:

On this _____ day of _____ 20_____

Signature: _____

Signature of official representing Matjhabeng Local Municipality

MATJHABENG LOCAL MUNICIPALITY



Municipality

Mmasepala

Umasipala

Munisipaliteit

PO BOX 708

TEL: 057 3913 121

WELKOM

FAX: 0866 475 778

9460

Ref: Stud/Expt/5/6/1

STUDENT'S MONTHLY REPORT

Phase of training: **Experiential** Report period: 201..../...../..... - 20...../...../.....

Full name/s and surname of student:
.....

1. Administration

- 1.1 Are the modules being signed off by the responsible person/Mentor?
- 1.2 What is the date of the last module that was signed off? 2017..... /.....
- 1.3 Are On-The-Job modules kept in a safe place? Yes/No
- 1.4 Is the logbook (absenteeism) completed daily? Yes/No
- 1.5 Is there any absenteeism to report on? Yes/No If yes state days of absence:
.....

2. Experiential Training

- 2.1 Are you exposed to a wide variety of tasks as contained in the logbook? If not, what are the reasons?

.....
.....
.....
.....

2.2 Are you working closely with a Mentor/s? If not, what are the reasons? Specify and motivate your response:

.....

.....

3. Provide a brief description of your contribution to MLM. To what extent has what you have been doing contributed towards the improvement of service delivery within Matjhabeng Local Municipality:

.....

.....

.....

4. Specific needs from learner:

.....

.....

.....

5. Training Centre

5.1 How many modules were signed off for his/her report period?

.....

5.2 How informative are policies?

.....

6. Have you registered for any courses after hours? Yes/No

7. To be completed in full

Mentor's full names and surname:

.....

Mentor's signature: Date:

.....

Student's full name/s and surname:

.....

Student's signature: Date:

.....

8. Particulars of the SDF/Skills Development Manager:

Full name/s and surname:

.....

Signature: Date:

.....

CONFIDENTIAL

ANNEXURE B**1. WORKPLACE INTEGRATED LEARNING (WIL)****1.1 LEARNERSHIPS AND SKILLS PROGRAMMES****1.1.1 Introduction**

The National Skills Strategy has identified learnerships as a key route to achieving human resource targets on a macro-economic level. These include improvements in employment opportunities, re-skilling the workplace and replacing traditional restrictive apprenticeships with broader-based skills projects.

Shortcomings of some training interventions are that they fail to link theory with practice and leave most learners with a feeling of incompetence and the lack of skill when returning to real work environments. Learnerships are intended to overcome the gap between theoretical and practical learning by providing a system for the combination of structured institutional learning and learning experiences in the workplace. The aim of learnerships is to enable learners to obtain qualifications which are relevant to the working environment while being recognized nationally.

This policy intends to guide the implementation process and provide an effective way of evaluating whether learnerships are indeed contributing to the strategic aims of the Municipality. Both employed and unemployed candidates will be considered for learnerships in terms of provisions made in this policy.

1.1.2. Nature of Learnerships and Skills Programmes

A learnership may be regarded as a work-based route for learning and gaining qualifications. It includes both structured work experience (practical) and structured institutional learning (theory). “Learnerships”, first introduced in the Skills Development Act (97 of 1998: Chapter 4: see Annexure A), are structured learning programmes that combine classroom-based learning at an accredited training provider and on-the-job-training through mentoring in the workplace.

Learnerships are directly linked to specific Unit Standards, registered and recognized by the South African Qualifications Authority (SAQA). These standards indicate the outcomes that the learning should deliver and specify what learners should have achieved at the end of the learning process. The learning is a combination of theoretical classes and practical training in the workplace. The learners must receive active practical training in the workplace under supervision of a mentor. At least 50% of the assessment will take place in the workplace by means of demonstration (on-the-job assessment). The remaining 50% will be assessed by the provider in the classroom (off-the-job assessment). Most importantly, a Learnership has a contractual nature in the form of a Learnership Agreement (Annexure B) between three parties, i.e. the Learner, Learning Provider and Employer. This agreement has to be endorsed by the Department of Labour (DoL) via the Local Government Sector Education and Training Authority (LGSETA).

Learnerships are available to both employed and unemployed candidates and provide both the theoretical knowledge component and the practical experience candidates require to achieve a qualification registered on the National Qualifications Framework (NQF).

Skills Programmes (see Annexure A: Chapter 5) are occupationally based and on completion constitute a credit or credits towards a qualification registered in terms of the National Qualifications Framework (NQF). A skills programme, therefore, is smaller in size than a learnership and consists of a unit standard or a cluster of unit standards. In the case of a skills programme, a learner can learn a specific amount of work skills by grouping clusters of unit standards instead of having to complete an entire qualification as in the case of a learnership. Skills Programmes allow for skills to be acquired that provide immediate access to income generation, e.g. being able to capture claims data is an important skill but it also does not require a full Claims Assessor Qualification for a person to be employable in a variety of clerical occupations positions relating to claims processing.

Parts of a Learnership can be presented as accredited short courses or as Skills Programmes. However, a Skills Programme per se will not result in a qualification, but various skills programmes, properly planned may lead to a qualification. As a learnership has an agreed fixed structure, skills programmes completed individually at various times will not generally lead to a learnership. The learnership structure has a planned programme of activities taking place over a period of time and encompasses all unit standards leading to a qualification in a fixed period, regulated by an agreement or contract. Hence, the combination of skills programmes does not usually result in a learnership but does not exclude the possibility of a qualification obtained at the learner's own pace.

Considering the above, it is important to determine the suitability of a specific learnership for the Municipality, sourcing the learnership and ensuring that the learnership is a more viable solution to the development requirements rather than a skills programme. This would need to be agreed on a consultative basis with all stakeholders. The curriculum, the relationship between the sectoral need and the in-house training need, as well as the link to the Municipality's performance management system would need to be agreed.

1.1.3 Learnerships in respect of current employees

Many employees have already acquired competencies around the tasks they perform in their jobs, but have never had access to the knowledge base or general education relating to their areas of work, or to qualifications. The learnership system for employees therefore plays a redress function – using recognition of prior learning (RPL) as a starting point, rather than assuming total ignorance of learners.

Learnerships offer an opportunity to help up-skill and refocus the efforts of employees. By coupling the concept of a “learning organisation” to learnerships, the Municipality can assist in the development of the employees and in the achievement of their organisational objectives by using the opportunities presented by appropriate structured workplace-based learning programmes.

In these cases the learnerships could both address gaps and deficits in the employees while providing the skills and knowledge required to adapt to new technologies, new opportunities and new challenges.

While learnerships in the short term may not appear to offer solutions, they will have a significant role to play in the development of human resources in the medium to long term.

1.1.3.1 The Learnership Agreement

A learnership agreement is a formal contract entered into for a specified period between a learner, an employer or a group of employers and an accredited training provider or group of training providers. The purpose of the learnership agreement is to provide a legally binding description of the rights and responsibilities of each party in relation to other parties. It therefore serves as the mechanism through which the quality of learnerships will be ensured and appropriate labour relations are maintained.

All learnership agreements will be binding once they have been registered with the LGSETA which, in turn, must furnish a record of learnerships to the Department of Labour.

The Skills Development Act (section 16), describes the terms of the learnership agreements as follows:

“The terms of a learnership agreement oblige--

- a. the employer to--
 - i. employ the learner for the period specified in the agreement;
 - ii. provide the learner with the specified practical work experience; and
 - iii. release the learner to attend the education and training specified in the agreement;
- b. the learner to--
 - i. work for the employer; and
 - ii. attend the specified education and training; and
- c. the training provider to provide--
 - i. the education and training specified in the agreement; and
 - ii. the learner support specified in the agreement.

A learnership agreement must be in the prescribed form and registered with the Sector Education and Training Authority (SETA) in the prescribed manner (Annexure B). The agreement may not be terminated before the expiry of the period of duration specified in the agreement unless--

- a. the learner meets the requirements for the successful completion of the learnership;
- b. the SETA approves of such termination; or
- c. the learner is fairly dismissed for a reason related to the learner's conduct or capacity as an employee.

The employer or training provider that is party to a learnership agreement may be substituted with--

- a. the consent of the learner; and
- b. the approval of the SETA.”

1.2 Learnerships in respect of unemployed learners

The Skills Development Act (No 97 of 1998) seeks to encourage employers to actively targeting the unemployed and pre-employed for learnerships. The term “pre-employed” tends to refer to people who are probably young and relatively inexperienced and are trying to start

their working lives. Unlike the pre-employed, the unemployed have sometimes had work experience – even though it may not be directly relevant to the learnership in level or sector. It is important therefore that prior learning be recognised – be it experiential or formal – when deciding at what level to admit some unemployed people. Among this group there may be persons with low levels of formal education. While this does not imply that they are not competent in many ways, this would affect their ability to perform in some of the components of higher level learnerships.

Section 18 (2) of the Skills Development Act (97 of 1998) requires that “*the employer and the learner must enter into a contract of employment*”. This applies only if the learner is not already in the employment of an employer as described above. The employment contract for these learners is a mechanism for formalising the terms and conditions under which the education and training are to be conducted. Special circumstances apply to the contract of employment that flows from a learnership agreement (learnership employment contract). A Learnership is a fixed-term contract between Employer and Learner (Employee) and is possibly the only fixed-term contract which does not give rise to any expectation of ongoing employment at the end of the Learnership (in the case of previously unemployed learners).

Section 18 (1) and (2) of the Skills Development Act (97/1998) describes the contract of employment with a learner as follows:

(1) “If a learner was in the employment of the employer party to the learnership agreement concerned when the agreement was concluded, the learner's contract of employment is not affected by the agreement.

(2) If the learner was not in the employment of the employer party to the learnership agreement concerned when the agreement was concluded, the employer and learner must enter into a contract of employment.

The contract of employment with a learner contemplated in subsection (2) is subject to any terms and conditions that may be determined by the Minister on the recommendation of the Employment Conditions Commission established by section 59 (1) of the Basic Conditions of Employment Act.

The contract of employment of a learner terminates at the expiry of the period of duration specified in the learnership agreement unless the agreement was concluded with a person who was already in the employment of the employer party to the agreement when the agreement was concluded.”

1.3 Rights of Learner, Employer and Registered Training Provider

The learner has the right to:

- be educated and trained in terms of the Agreement;
- have access to the required resources to receive training in terms of the learnership;
- have his or her performance in training assessed and have access to the assessment results;
- receive a certificate upon successful completion of the learning;
- raise grievances in writing with the SETA concerning any shortcomings in the training.

The employer has the right to require the learner to:

- perform duties in terms of the Agreement; and

- comply with workplace rules and regulations in terms of the Conditions of Service.
- The registered training provider has the right of access to the learner's books, learning material and workplace, if required.

1.4 Duties of Learner, Employer and Training Provider

The learner must:

- a) work for the employer as part of the learning process;
- b) be available for and participate in all learning and work experience required by the learnership;
- c) comply with workplace policies and procedures;
- d) complete any timesheets or any written assessment tools supplied by the employer to record relevant workplace experience; and
- e) attend all study periods and theoretical learning sessions with the training provider and undertake all learning conscientiously.

The employer must:

- a) comply with its duties in terms of the Skills Development Act (the Act) and all applicable legislation including:
 - Basic Conditions of Employment Act (75 of 1997);
 - any applicable determination made in terms of section 18(3) of the Act;
 - Labour Relations Act (66 of 1995);
 - Employment Equity Act (55 of 1998);
 - Occupational Health and Safety Act (85 of 1993);
 - Compensation for Occupational Injuries and Diseases Act (No.130 of 1993);
- b) Provide the learner with appropriate training in the work environment to achieve the relevant outcomes required by the learnership;
- c) Provide appropriate facilities to train the learner in accordance with the workplace component of learning;
- d) Provide the learner with adequate supervision at work;
- e) Release the learner during normal working hours to attend off-the-job education and training required by the learnership;
- f) Pay the learner the agreed learning allowance both while the learner is working for the employer and while the learner is attending approved off-the-job training;
- g) Conduct on-the-job assessment, or cause it to be conducted;
- h) Keep up to date records of learning and periodically discuss progress with the learner;
- i) If the learner was not in the employment of the employer at the time of concluding the Agreement, advise the learner of the terms and conditions of his or her employment, including the learning allowance and workplace policies and procedures.
- j) Apply the same disciplinary, grievance and dispute resolution procedures to the learner as to other employees.

The learning provider must:

- a) Provide education and training in terms of the learnership;
- b) Provide the learner support as required by the learnership;

- c) Record, monitor and retain details of training provided to the learner in terms of the learnership;
- d) Conduct off-the-job assessment in terms of the learnership, or cause it to be conducted; and
- e) Provide reports to the employer on the learner's performance.

1.5 Termination of Agreement

The learnership agreement terminates:

- a) on a termination date stipulated in the Agreement; or
- b) on an earlier date if:
 - c) the learner successfully completes the learnership;
 - d) the learner is fairly dismissed by the employer for a reason related to the learner's conduct or capacity as an employee;
 - e) the employer and learner agree to terminate the Agreement; or
 - f) the SETA approves a written application to terminate the Agreement by the learner or, if good cause is shown, by the employer.

1.6 Disputes

If there is a dispute concerning any of the following matters, it may be referred to the Commission for Conciliation, Mediation and Arbitration (CCMA):

- a) the interpretation or application of any provision of the Agreement, the learner's contract of employment or a sectoral determination made in terms of section 18(3) of the Act;
- b) Chapter 4 of the Act;
- c) the termination of the Agreement or the learner's contract of employment.

1.7. Quality Assurance

Quality management and assurance are integral to the learnership system and are achieved through the following mechanisms:

- Learnerships are registered with the Department of Labour (DoL) and undergo an evaluation based on set criteria. The quality process thus starts with the setting and registration of standards;
- The accreditation of employers as workplace providers and assessors by the LGSETA ensures that the workplace becomes a centre of quality for the provision of education and training; and
- Education and Training Quality Assurance Bodies (ETQAs) are accredited to monitor and audit the provision, assessment and achievement of standards and qualifications

1.8. Funding of Learnerships

The Municipality will be able to apply for Discretionary Grants for Learnerships from the LGSETA each time a Learnership Agreement is entered into. However, such grants will only be available once the Learnerships are registered with the Department of Labour. Grant approval must be obtained from the LGSETA prior to the conclusion of the Learnership Agreement and before any training commences. The grant will be used to pay provider costs and a learner allowance in the case of learnerships for unemployed persons in accordance

with the Sectoral Determination on Learnerships as promulgated by the Minister of Labour (Annexure E).

1.9. Duration of Learnerships

A learnership will take into account a learner's previous learning as well as relevant experience through a mechanism referred to as Recognition of Prior Learning (RPL). Although normally twelve months or longer in duration, a learnership may therefore be reduced through RPL and it will therefore be possible for a candidate to exit the learnership earlier provided he/she successfully meets the outcomes of remaining unit standards relating to the qualification.

1.10 Criteria of selecting learners

Considering internal capacity in terms of providing support through mentoring and applicable workplace experience to learners, Heads of Departments will ultimately have to indicate the number of learners (employed and/or unemployed) to be accommodated in their respective Departments. Ideally, these numbers should be based on targets set in the Workplace Skills Plan.

Given the LGSETA's responsibility for grant approval, it will also be involved in the selection process, either directly or in an advisory capacity. The following issues need to be addressed in the criteria that the SETA negotiates with stakeholders:

- The appropriateness of the learner for the learnership which may include education level, current qualification and career path of the learner.
- Equity and geographical targets ensuring accessibility of learnerships.
- Technical requirements such as workplace readiness and commitment of parties to achieve the outcomes.
- The training provider could assist in screening learners to determine current skills and knowledge.
- Other criteria that may be specific to a particular learnership, e.g. someone entering a Community Worker learnership may be required to demonstrate previous commitment in the form of voluntary work in a community.

2. The Implementation Process

The roles of the employer, learner, training provider and LGSETA cannot be underestimated in ensuring the success of the implementation of a learnership. As with most projects, the success of the implementation depends on careful and detailed planning at the outset of the project. This will ensure that the resource and mechanisms required to support a successful implementation are identified and in place throughout the project.

It will be expected from the Municipality to:

- Appoint Project Team
- Identify members of a Learnership Implementation Committee
- Establish an administrative support system
- Sign Learnership Agreements
- Coordinate and supervise via the Project Team

- Report to LGSETA

The **Project Team** should consist of:

- A Project Team Leader or Learnership Co-ordinator
- An Administrator
- Other Support Staff as identified by the Project Team Leader
- A representative from the Training Provider
- Mentor and/or Assessor representative(s)

The role of the Project Team is to:

- Facilitate the planning, preparation and implementation of learnerships
- Develop a communication strategy with all stakeholders
- Establish criteria for learner selection
- Establish criteria for mentor selection
- Coordinate the identification of learners, mentors and assessors in liaison with the training provider
- Coordinate on-the-job and off-the-job structured learning
- Liaise with training providers
- Continuous monitoring of progress
- Report to the LGSETA

The role of the **Learnership Implementation Committee** is to establish the process for implementation. This committee should consist of:

- The Project Team Leader/Learnership Coordinator
- Management Representative(s)
- Union/Labour Forum Representative(s)
- Representative(s) from the Training Provider(s)
- LGSETA representative/Project Manager

Through the Learnership Implementation Committee, the Municipality must identify workplace mentors and assessors for a learnership. As vital role players in learnerships, mentors will guide learners through the practical training. Assessors will evaluate the learners' progress and assess them on the unit standards and/or outcomes of the learnership (the assessor and mentor could be the same person).

2.1 Preparation & Planning

During the preparation and planning phase, the Municipality will need to:

- Obtain grant approval from the LGSETA prior to the conclusion of the Learnership Agreement and before any training commences.
- Recruit learners via advertising in the media and/or liaising with Department of Labour in respect of possible learners (employment seekers) on database;
- Register Learners (i.e. enter into learnership agreement with the provider and learner: Annexure B);
- Define roles and assign organisational resources (i.e. including selecting mentors, coaches, assessors and moderators).

- Align processes/systems (i.e. ensure internal organisational alignment to learnership needs, including: contractual issues; learner support and guidance; workplace readiness; identifying internal resources for administration and learner support activities); and
- Prepare and induct Learners.

The LGSETA will require the learnership agreement/contract for each learner; proof of learner's registration with professional body or training provider (including student number, where applicable).

On receipt of concluded learnership agreements, the LGSETA will provide the employer with confirmation that learners are registered via a letter that will include details such as learnership title, particulars of learners, learnership agreement classification 18 (1) employed or 18 (2) unemployed, date of commencement and completion of the learnership.

2.2 Induction of Learners

Combined with an induction process, the learnership should ideally be officially launched in order to ensure clear communication of the scope of the learnership, and give learners the opportunity to ask questions or express concerns. Effective induction will assist in defining realistic learner expectations. It is advisable that a representative from the LGSETA is also present at such inductions.

Induction of learners will ensure that all role-players understand their roles and obligations. The learners must also understand the conditions of service that will apply to them whilst they are employed for the duration of the learnership (in case of 18(2) learners).

The following aspects have to be covered during induction:

- Roles and responsibilities of the learner;
- Roles and responsibilities of the employer;
- Roles and responsibilities of the training provider;
- The rights of each role-player within the learnership;
- House Rules – in line with organizational standard operating procedures;
- Conditions of Service and applicable policies;
- Introduction of learners to mentors and training provider
- The role of the LGSETA

2.3 Summary of Roles and Responsibilities

ROLE	RESPONSIBILITIES	POTENTIAL RESOURCES
Learnership Co-ordinator (Project Team Leader)	<ul style="list-style-type: none"> • Overall management, monitoring and reporting • Liaison with training providers, LGSETA, Department of Labour and learners • Selection of training providers • Selection and induction of learners 	<ul style="list-style-type: none"> • Training Officer (Skills Development Facilitator)
Learnership Administrators	<ul style="list-style-type: none"> • Administering Learnership Agreements • Scheduling • Maintaining database • Reporting • General information sharing 	<ul style="list-style-type: none"> • Administrators • Secretaries • HR/Training Assistants

	<ul style="list-style-type: none"> • Communication 	
Mentors (May be one or a number of persons per learner)	<ul style="list-style-type: none"> • Supporting learners • Coaching learners 	<ul style="list-style-type: none"> • Managers/Supervisors • Trainers • External Mentors (Training Provider)
Assessors	<ul style="list-style-type: none"> • Developing Assessment Tools • Planning, conduct and report on assessments • Supporting learners 	<ul style="list-style-type: none"> • Managers/Supervisors • Trainers • External Assessors (Training Provider)
Moderators	<ul style="list-style-type: none"> • Moderating assessment process • Reporting to LGSETA 	<ul style="list-style-type: none"> • Managers/Supervisors • Trainers • External Moderators (Consultants)
Other	<ul style="list-style-type: none"> • Identification of any other internal roles necessary for successful implementation of learnerships 	

3. Exit Strategy

The aim of an exit strategy is primarily to afford the Municipality the opportunity of selecting employees from a wider pool of suitably qualified workers who have already developed job-specific competencies through a learnership program.

The Matjhabeng Municipality has the prerogative of appointing beneficiaries who have successfully completed a learnership program. Duly qualified learners will inter alia be selected in accordance with performance as well as conduct displayed for the duration of the completed learnership. Appointment of learners will ultimately be done in terms of the recruitment and selection policy.

Terms and conditions pertaining to the exit strategy will be determined by the Municipality in collaboration with all stakeholders prior to the commencement of the learnership program and the signing of the learnership agreement.

4. CONCLUDING REMARKS

In following and successfully completing a learnership, learners will be increasing their knowledge and skills, which will impact positively on performance and service delivery to the community. In addition, previously disadvantaged persons have the opportunity to improve their work competence and obtain nationally recognised qualifications which ultimately improves employability.

In summary, learnerships are important because of the following reasons:

- The programme is outcomes-based;
- The learner interacts within the working environment;
- The learner interacts with clients and obtains an understanding of workplace dynamics;
- Assessment occurs at various stages and is based on the learner's competence;
- The qualification is nationally recognised and is benchmarked against international standards.
- The Municipality will be able to select employees from a wider pool of appropriately qualified workers who have developed job-specific skills

ANNEXURE C

1. EXPERIENTIAL AND INTERNSHIP TRAINING

The aim of experiential and internship training is to provide students and graduates workplace experience and opportunity to practice and acquire work skills in the program that they have studied and intend practicing in future. This is also intended to assist students and graduates interns who are enrolled at tertiary institutions to obtain the required practical experience as part of their study program.

- 1.1 The Municipality shall establish Graduate Internship Programmes (GIPs) within particular career streams with the objective of providing structured experiential learning opportunities.
- 1.2 Such programmes shall be subject to operational capacity and budget availability. The primary focus shall be on GIPs which have, as their outcome, professional registration in a field of scarce skill (e.g. Civil Engineering).
- 1.3 A third area of focus shall be to provide graduates in other disciplines opportunities to gain structured post graduate work experience, thereby enhancing their future employability.
- 1.4 All such programmes shall all contain formal, identified learning outcomes which shall seek to specifically build professional capacity through the acquisition of experience, completion of tasks and duties assigned to interns, which must be aligned to the practical workplace operations of the Municipality and the intern's career stream.
- 1.5 Special projects and research projects, amongst others, would be considered to be appropriate to add value to this programme.
- 1.6 The Municipality shall develop flexible, funding models to support such internships where financially viable.
- 1.7 Internships may be located within permanent, full-time positions, fixed term contracts held against Municipality posts or fixed term contracts held against student posts within the organization, subject to the funding option relating to the particular GIP.
- 1.8 The Municipality shall, at its sole discretion, determine appropriate remuneration/stipends for graduate interns. This shall depend on the particular funding model, nature of skill and available budget. There shall be no general right to such remuneration/stipend; some internships may by mutual agreement, be without any such remuneration/stipend.

- 1.9 GIPs shall generally be between 12 months and 24 months in length, depending of the nature of the learning programme.
- 1.10 The appointment to a fixed term programme shall not give rise to any expectation of subsequent full time employment within the Municipality.

ANNEXURE D

1. IN-SERVICE TRAINING PROGRAMMES (STUDENTS)

- 1.1 The Municipality shall support general skills development within the Free State Province through providing in-service training opportunities for undergraduate students from Free State based academic institutions such as CUT and TVET. Exceptions to this may be considered by the Municipal Manager or his/ her nominee.
- 1.2 As a general rule, such programmes shall be limited to undergraduate qualification requirements.
- 1.3 Academic institutions shall provide structured learning outcomes for this purpose.
- 1.4 Priority will be given in the first instance to Municipality supported bursars in terms of the mayoral Bursary Policy.
- 1.5 Such programmes shall not undermine or interfere with primary service delivery imperatives and shall be subject to the Municipality's capacity to accommodate such students.
- 1.6 Such programmes shall all be accompanied by appropriate contracts or learner commitment agreements.
- 1.7 The Municipality in conjunction with the relevant Academic Institution shall appoint mentors for each individual student contracted through these programmes.
- 1.8 Students shall all formally be recommended by their respective tertiary institutions and provided with all required documents such as logbooks tracing progress.
- 1.9 The Municipality shall, at its sole discretion, determine appropriate stipends for co-operative students. The purpose of the stipends shall be to assist students with transport and lunches. There shall be no general right to such stipends; some contracts may by mutual agreement, be without any such stipends.

ANNEXURE E: LEARNING PROGRAMME AGREEMENT**LEARNING PROGRAMME AGREEMENT****Part A: Terms and conditions of agreement****1. Declaration of parties**

We understand that this Agreement is legally binding. We understand that it is an offence in terms of the Skills Development Act 97 of 1998 ('the Act') to provide false or misleading information in this Agreement. We agree to the following rights and duties.

2. Rights of learners, employers and registered Skills Development Provider**2.1 Learner**

The learner has the right to:

- 2.1.1 be educated and trained in terms of this Agreement;
- 2.1.2 have access to the required resources to receive training in terms of the learnership;
- 2.1.3 have his or her performance in training assessed and have access to the assessment results;
- 2.1.4 receive a certificate upon successful completion of the learning;
- 2.1.5 raise grievances in writing with the SETA concerning any shortcomings in the training.

2.2 Employer

The employer has the right to require the learner to:

- 2.2.1 perform duties in terms of this Agreement; and
- 2.2.2 comply with the rules and regulations concerning the employer's business concern.

2.3 Skills Development Provider

- 2.3.1 The registered skills development provider has the right of access to the learner's books, learning material and workplace, if required.

3. Duties of learners, employers and registered Skills Development provider**3.1 Learner**

The learner must:

- 3.1.1 work for the employer as part of the learning process;
- 3.1.2 be available for and participate in all learning and work experience required by the learnership;
- 3.1.3 comply with workplace policies and procedures;
- 3.1.4 complete any timesheets or any written assessment tools supplied by the employer to record relevant workplace experience; and

- 3.1.5 attend all study periods and theoretical learning sessions with the training provider and undertake all learning conscientiously.

3.2 Employer

- 3.2.1 The employer must comply with its duties in terms of the Act and all applicable legislation including:
- Basic Conditions of Employment Act (No. 75 of 1997);
 - any applicable determination made in terms of section 18(3) of the Act;
 - Labour Relations Act (No. 66 of 1995);
 - Employment Equity Act (No. 55 of 1998);
 - Occupational Health and Safety Act (No. 85 of 1993) or Mine Health and Safety Act (No. 27 of 1996);
 - Compensation for Occupational Injuries and Diseases Act (No.130 of 1993);
- 3.2.2 Provide the learner with appropriate training in the work environment to achieve the relevant outcomes required by the learnership;
- 3.2.3 Provide appropriate facilities to train the learner in accordance with the workplace component of learning;
- 3.2.4 Provide the learner with adequate supervision at work;
- 3.2.5 Release the learner during normal working hours to attend off-the-job education and training required by the learnership;
- 3.2.6 Pay the learner the agreed learning allowance both while the learner is working for the employer and while the learner is attending approved off-the-job training;
- 3.2.7 Conduct on-the-job assessment, or cause it to be conducted;
- 3.2.8 Keep up to date records of learning and periodically discuss progress with the learner;
- 3.2.9 If the learner was not in the employment of the employer at the time of concluding this Agreement, advise the learner of –
- (a) the terms and conditions of his or her employment, including the learning allowance; and
 - (b) workplace policies and procedures.
- 3.2.10 Apply the same disciplinary, grievance and dispute resolution procedures to the learner as to other employees.

3.3 Skills Development Provider

The Skills Development provider must:

- 3.3.1 Provide education and training in terms of the learnership;
- 3.3.2 Provide the learner support as required by the learnership;
- 3.3.3 Record, monitor and retain details of training provided to the learner in terms of the learnership;
- 3.3.4 Conduct off-the-job assessment in terms of the learnership, or cause it to be conducted; and
- 3.3.5 Provide reports to the employer on the learner's performance.

4. Termination of Agreement

This learnership agreement terminates:

- 4.1 on the termination date stipulated in Part B of this Agreement; or
- 4.2 on an earlier date if:
- 4.2.1 the learner successfully completes the learnership;
 - 4.2.2 the learner is fairly dismissed by the employer for a reason related to the learner's conduct or capacity as an employee;
 - 4.2.3 the employer and learner agree to terminate the Agreement; or
 - 4.2.4 the SETA approves a written application to terminate the Agreement by the learner or, if good cause is shown, by the employer.

5. Disputes

If there is a dispute concerning any of the following matters, it may be referred to the SETA that holds the Learning Programme Agreement.

Part B: Details of the Learning Programme and the parties to this agreement

Please take note of the following:

- If the learner is not already in the employ of the employer, the learner and employer

1. Learning Programme details

1.1 Name and level of learning programme:

1.2 Learning Programme Registration number/ OFO Code.....

1.3 Commencement date of learning programme agreement:

Refer to the Funding Agreement commencement date

1.4 Termination date of learning programme agreement:

Refer to the Funding Agreement termination date

2. Learner details

2.1 Full name:

2.2 Identity number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

2.3 Date of birth

C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

2.4 Race:

African	Indian	Coloured	White
---------	--------	----------	-------

2.5 Do you have a disability, as contemplated by the Employment Equity Act 55 of 1998?

Yes	No
-----	----

If yes, specify:

2.6 Home address:

.....

.....

.....

2.7 Postal address (if different from above):

.....

.....

.....

2.8 E-mail address:.....

2.9. Contact Telephone Numbers

.....

(As many contact as possible, one of which must be a cell number)

2.10 What language/s do you speak at home?.....

2.11 Are you a South African citizen?

Yes	No
-----	----

If no, specify and attach documents indicating your status, for example: permanent residence, study permit, etc):

.....

2.12 Highest level qualification: (for example: Standard 7, Grade 10, ABET Level 3)

.....

2.13 What is the title of your highest qualification?

.....

2.14 Have you previously undertaken a Learning Programme?

Yes	No
-----	----

If yes, specify title and code:

.....

2.15 Were you employed by your employer before concluding this Agreement?

Yes	No
-----	----

2.16 If you were unemployed before concluding this Agreement, state for how long:

C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

(To be completed if learner is a minor – i.e. an unmarried person under 21 years)

[illegible]

Home:

3.6 E-mail address:

4.1 Legal name of employer:

4.2 Trading name (if different from above):

Yes	No
-----	----

4.4 Business address:

.....

4.5 Postal address (if different from 4.4):

.....

4.6 Name of contact person:

4.7 Telephone No:

4.8 Fax No:

4.9 E-mail address:

4.10 Registration numbers and codes:

SIC :

.....
 ...

SARS:

.....

SETA:

.....

5. Skills Development Provider details

5.1 Legal name of Skills Development Provider.

5.2 Trading name (if different from above):

5.3 Are you acting as Lead Skills Development provider?

Yes	No
-----	----

5.4 Business address:

.....

5.5 Postal address (if different from 5.4):

.....

5.6 Name of contact person

5.7 Telephone No:

5.8 Fax No:

5.9 E-mail address:.....

5.10 Registration numbers or codes:

SIC:

SDL:

Accreditation Number:

Accreditation Review date:.....

5. Contract of Employment

5.1 Is the learner's contract of employment specific to the period of the Learning Programme Agreement?

Yes	No
-----	----

If yes, attach a copy of a document reflecting the learner's conditions of employment

5.2 Does the learner have copy of Contract of employment?

Yes	No
-----	----

If no
 (Explain).....

6. Learning Programme Details

Learning Programme Type	Place an X next to the appropriate learning programme
Apprenticeship	
Artisan RPL	
Learnership	
Please complete applicable information below	

SETA responsible for Learning Programme Agreement	
---	--

7. Signatories**Learner's signature:**

Date:

Witness signature:

Date:

Parent or Guardian's signature:
(Only if the learner is a minor)

Date:

Witness signature:

Date:

Employer or Lead Employer's signature

Date:

Witness signature:

Date:

Skills Development provider's signature

Date:

Witness signature:

Date:

SETA Official Use Only

Learning Programme Number/ OFO Code

Learner contract number
.....Conditional date of agreement
.....Registration date of the agreement
.....

Signature, Name and Designation of SETA

ANNEXURE F: SKILLS DEVELOPMENT ACT (97/1998)**CHAPTER 4: LEARNERSHIPS****CHAPTER 5: SKILLS PROGRAMMES****CHAPTER 4
LEARNERSHIPS**

16. Learnerships.--A SETA may establish a learnership if--

- a. the learnership consists of a structured learning component; the learnership includes practical work experience of a specified nature and duration;
- b. the learnership would lead to a qualification registered by the South African Qualifications Authority and related to an occupation; and
- c. the intended learnership is registered with the Director-General in the prescribed manner.

17. Learnership agreements.--(1) For the purposes of this Chapter, a "learnership agreement" means an agreement entered into for a specified period between--

- a. a learner;
- b. an employer or a group of employers (in this section referred to as "the employer"); and
- c. a training provider accredited by a body contemplated in section 5 (1) (a) (ii) (bb) of the South African Qualifications Authority Act or group of such training providers.

(2) The terms of a learnership agreement must oblige--

- d. the employer to--
 - i. employ the learner for the period specified in the agreement;
 - ii. provide the learner with the specified practical work experience; and
 - iii. release the learner to attend the education and training specified in the agreement;
- e. the learner to--
 - i. work for the employer; and
 - ii. attend the specified education and training; and
- f. the training provider to provide--
 - i. the education and training specified in the agreement; and
 - ii. the learner support specified in the agreement.

(3) A learnership agreement must be in the prescribed form and registered with a SETA in the prescribed manner.

(4) A learnership agreement may not be terminated before the expiry of the period of duration specified in the agreement unless--

- d. the learner meets the requirements for the successful completion of the learnership;
- e. the SETA which registered the agreement approves of such termination; or
- f. the learner is fairly dismissed for a reason related to the learner's conduct or capacity as an employee.

(5) The employer or training provider that is party to a learnership agreement may be substituted with--

- c. the consent of the learner; and
- d. the approval of the SETA which registered the agreement.

(6) A SETA must, in the prescribed manner, provide the Director-General with a record of learnership agreements registered by the SETA.

18. Contract of employment with learner.--(1) If a learner was in the employment of the employer party to the learnership agreement concerned when the agreement was concluded, the learner's contract of employment is not affected by the agreement.

(2) If the learner was not in the employment of the employer party to the learnership agreement concerned when the agreement was concluded, the employer and learner must enter into a contract of employment.

(3) The contract of employment with a learner contemplated in subsection (2) is subject to any terms and conditions that may be determined by the Minister on the recommendation of the Employment Conditions Commission established by section 59 (1) of the Basic Conditions of Employment Act.

(4) Chapters Eight and Nine¹ of the Basic Conditions of Employment Act apply, with the changes required by the context, to a determination made in terms of subsection (3) except that--

- a. for the purposes of section 54 (3) of that Act, the Employment Conditions Commission must also consider the likely impact that any proposed condition of employment may have on the employment of learners and the achievement of the purposes of this Act; and
- b. section 55 (7) of that Act does not apply.

(5) The contract of employment of a learner may not be terminated before the expiry of the period of duration specified in the learnership agreement unless the learnership agreement is terminated in terms of section 17 (4).

(6) The contract of employment of a learner terminates at the expiry of the period of duration specified in the learnership agreement unless the agreement was concluded with a person who was already in the employment of the employer party to the agreement when the agreement was concluded.

19. Disputes about learnerships.--(1) For the purposes of this section a "dispute" means a dispute about--

- a. the interpretation or application of any provision of--
 - i. a learnership agreement;
 - ii. (a contract of employment of a learner; or
 - iii. a determination made in terms of section 18 (3);
- b. this Chapter; or
- c. the termination of--
 - i. a learnership agreement; or
 - ii. a contract of employment of a learner.

(2) Any party to a dispute may in writing refer the dispute to the Commission for Conciliation, Mediation and Arbitration established by section 112 of the Labour Relations Act, 1995 (Act No. 66 of 1995).

(3) The party who so refers the dispute must satisfy that Commission that a copy of the referral has been served on all the other parties to the dispute.

(4) The Commission must attempt to resolve the dispute through conciliation.

(5) If the dispute remains unresolved, any party may request that the dispute be resolved through arbitration as soon as possible.

- (6) The law that applies to the lawfulness² and fairness³ of a dismissal for a reason related to an employee's capacity or conduct applies to a dispute contemplated in subsection (1) (c) (ii).

CHAPTER 5 SKILLS PROGRAMMES

20. Skills programmes.--(1) For the purposes of this Chapter, a "skills programme" means a skills programme that--

- a. is occupationally based;
- b. when completed, will constitute a credit towards a qualification registered in terms of the National Qualifications Framework as defined in section 1 of the South African Qualifications Authority Act;
- c. uses training providers referred to in section 17 (1) (c); or
- d. complies with the prescribed requirements.

(2) Any person that has developed a skills programme may apply to--

- a. a SETA with jurisdiction for a grant; or
- b. the Director-General for a subsidy.

(3) The SETA or the Director-General may fund the skills programme if--

- a. it complies with--
 - i. subsection (1);
 - ii. any requirements imposed by the SETA or the Director-General; and
 - iii. any prescribed requirements; and
- b. it is in accordance with--
 - i. the sector skills development plan of the SETA; or
 - ii. the national skills development strategy; and
- c. there are funds available.

(4) A SETA or the Director-General may set any terms and conditions for funding in terms of subsection (3) that the SETA or the Director-General, as the case may be, considers necessary.

(5) The SETA or the Director-General must monitor the skills programmes funded by the SETA or the Director-General, as the case may be.

(6) A SETA or the Director-General that has made funds available for a skills programme may withhold funds or recover any funds paid if the SETA or the Director-General, as the case may be, is of the opinion that--

- a. the funds are not being used for the purpose for which they were made available;
- b. any term or condition of the funding is not complied with; or
- c. the SETA or the Director-General, as the case may be, is not satisfied that the training is up to standard.

21. Disputes.--Any party to a dispute about the application or interpretation of--

- a. any term or condition of funding referred to in section 20 (4); or
- b. any provision of this Chapter,

may refer the dispute to the Labour Court for adjudication.

NAME OF MUNICIPALITY/ENTITY	MATJHABENG LOCAL MUNICIPALITY									
SDL NUMBER	L	1	7	0	7	1	0	5	7	0
POSTAL ADDRESS	PO BOX 708 WELKOM 9460									
PHYSICAL ADDRESS	CNR RYK AND HEEREN STREET WELKOM									
CONTACT PERSON	DR. FRIKKIE KRUGER									
DESIGNATION	TRAINING MANAGER									
TEL NO	067 9106402				FAX NO		0865360553			
EMAIL										

Target provinces (give learner breakdown in numbers)

PROVINCE	GP	MP	LIM	NW	NC	WC	EC	FS	KZN
Employed									
Unemployed									

Have you appointed a Skills Development Facilitator (SDF)?	Yes		No		N/A	
Name and Surname of SDF	Mr. Lloyd Moalusi					
Telephone number of SDF	057 910 6408					
E-mail of SDF	Lloydmo@matjhabeng.co.za					
Please tick (x)						
Have you submitted a Workplace Skills Plan and Annual Training Report?	Yes		No		N/A	
Do you confirm that the learners applied for are not participating in any other skills development project funded by another public institution	Yes		No			
Do you agree to work place vetting by the LGSETA	Yes		No			
Do you confirm that you are willing and able to meet the pre-contracting requirements on the stipulated due date? Which will include but not limited to: <ul style="list-style-type: none"> Learner recruitment and selection; Complete and finalize learner registration documentation and submit to the LGSETA on/before the due date 	Yes		No			

PIVOTAL PROGRAMMES (PROFESSIONAL; VOCATIONAL; TECHNICAL & ACADEMIC LEARNING)
(Please indicate applicable learning programmes from the list below)

No	OCCUPATION/SPECIALIZATION		SAQA ID NUMBER	NQF LEVEL	NUMBER OF BENEFICIARIES	
					18 (1)	18 (2)
1.	Disaster	Further Education and Training Certificate:	64390	5	4	

	Management/Coordinator/Officer	Generic Management: Disaster Risk Management				
		National Certificate: Generic Management: Disaster Risk Management	64870	4	2	
2.	Water Plant Operator/Water Reticulation/Water Management	National Certificate: Water and Wastewater Treatment Process Operations	58951	2		
		National Certificate: Water and Wastewater Process Control	60190	3		
		FETC: Water and Wastewater Treatment Process Control Supervision	61709	4		
		Water and Wastewater Reticulation Services	60169	2		
		Water and Wastewater Reticulation Services	60155	3		
		FETC: Wastewater and Water Reticulation Services	60189	4		
		Further Education and Training Certificate: Community Water Health and Sanitation	61669	4		
		Further Education and Training Certificate: Plumbing	58782	4	9	
3.	Finance Manager/ Internal Audit Manager/Management Accountant/Credit Manager/Supply Chain Practitioners/Contract Administrators/Financial Accountant/Risk Officer	Municipal Finance Management Development Programme				
		Local Government Accounting Certificate	59571	3		
		Local Government Advance Accounting Certificate	73712	4		
		Credit Management	57901			
		Risk Management Learner programme				
4.	Local Economic Development Practitioners	National Certificate: Local Economic Development	36437	6	6	
5.	Construction Project Management/Project Management/Road Construction	National Certificate: Community House Building	24273	2		
		Further Education and Training: Supervision of Construction Processes	65949	4		
		National Certificate: Supervision of Civil Engineering Construction Processes: Road Works	23674	4		
		Further Education and Training Certificate: Project Management	50080	4		
		National Certificate: Project Management	58395	5		
6.	Fire and Rescue Operations	National Certificate: Emergency Services Supervision: Fire and Rescue Operations	64390	5	10	
		Further Education and Training Certificate: Fire and Rescue Operations	57803	4		
7.	Environmental Management	National Certificate: Environmental Practice	49752	3	16	
		Further Education and Training Certificate: Environmental Practice	50309	4	1	
8.	Municipal Governance/Planning	National Certificate: Municipal Integrated Development Planning	50205	4	6	

		National Certificate: Municipal Governance	67467	5	19	
9.	SDF qualifications	FETC: OD ETD	50332	4	4	
		NC: OD ETD	50334	5	7	
		ND: OD ETD	50333	5	5	
		NC: OD ETD	50331	6	6	
10.	Transport Management	National Certificate: Road Transport	48437	3	20	36
		Further Education and Training Certificate: Road Transport Management in the Public Sector	49487	4		
		Further Education and Training Certificate: Road Traffic Law Enforcement:	62289	4		
11.	Horticulture and Gardening	National Certificate: Horticulture	66589	2		
		National Certificate: Landscaping	66649	3		
		National Certificate: Gardening and Horticulture	21024	4		
12.	ICT Specialist	ICT related qualifications			8	
13.	AET	Adult Education and Training (AET)	Level 1-4			
PRIORITY AREAS FOR BURSARIES						
14.	Civil Engineering	National Diploma: Civil Engineering; BTech: Civil Engineering; Degree in Civil Engineering; Honours in Engineering Management, Professional Registration				36
15.	Town Planning	National Diploma: Town and Regional Planning; Degree: Town and Regional Planning; Professional Registration				15
16.	GIS Specialist/Technician	National Diploma: Cartography (GIS); Degree: Geoinformatics; Honours: Geoinformatics			2	
17.	Environmental Health)	National Diploma: Environmental Health; Degree: Environmental Science				
18.	Marine Engineer (N/A)	Degree: Mechanical Engineering				
19.	Internal Auditing	Degree/Honours/Masters			1	

List the Learning Programmes if not include above					
Type of Learning Programme (e.g. Learnership/Apprenticeship)	Title of Qualification (e.g. Municipal Finance and Administration)	SAQA Registration No.	NQF Level	Number of potential learners	
				18.1	18.2
APPRENTICESHIP	YELLOWFLEET TRAINING (Heavy Machinery/ Equipment))			40	
APPRENTICESHIP	FET CERTIFICATE PLUMBING (Also declared 2016/17 but no progress made despite provider (LEPS) was appointed.	58782		42	18
LEARNERSHIP	NATIONALCERTIFICATE: CONSTRUCTION ROADWORKS (POTHOLE MANAGEMENT)	24133 & 24173	2 &3		17
LEARNERSHIP	HAZMAT TECHNICIAN			18	
LEARNERSHIP	RESCUE TECHNICIAN			15	
LEARNERSHIP	ADVANCED FIRE PREVENTION			10	
LEARNERSHIP	FIRE INVESTIGATION			18	
FOR SKILLS PROGRAMMES: (list of Unit Standards)	Credits	SAQA Registration No.	NQF Level	Number of learners applying for	
				18.1	18.2
SKILLS PROGRAMME	SUPERVISORY SKILLS TRAINING			132	
SKILLS PROGRAMME	REPORT WRITING & MINUTE TAKING			25	
SKILLS PROGRAMME	COMPUTER SKILLS			27	
INTERNSHIP/WIL/BURSARY	SPECIALISATION	Duration		Number of learners applying for	
				18.1	18.2

Details of identified training provider:

TRAINING PROVIDER NAME	QUALIFICATIONS ACCREDITED FOR (as indicated in application above)	ACCREDITATION BODY/ETQA	EXPIRY DATE OF ACCREDITATION

Disclaimer

Grant allocations is based on the availability of discretionary funds, completeness of applications and meeting the deadline for submitting all required documentation by 31 May 2017. Requests for extension will therefore not be considered for this grant. LGSETA reserves the right not to make any awards, as well as the right to make allocations proportionately to ensure equitable distribution of funds and meeting the strategic skills development needs of the sector.

Declaration by the Employer/Entity:

This is to confirm acknowledgement of the disclaimer, that the information provided is accurate and that the application has been approved by the Council/Board/Accounting Authority.

Full name: _____

Position in Organisation: _____

Date: _____ Signature: _____

FOR FURTHER ENQUIRIES CONTACT THE LGSETA PROVINCIAL OFFICE

Contact details

Province	Address	Telephone	Contact person
Eastern Cape	11 Tecoma Street, Berea, East-London lindab@lgseta.org.za	043-726 2404	Ms Linda Budaza
Free State	74 President Reitz Street, Westdene, Bloemfontein jerryt@lgseta.org.za	051-448 2481	Mr Jerry Thothela
Gauteng	47 Van Buuren Street, Bedfordview, Johannesburg thandon@lgseta.org.za	011-456 8579	Mr Thando Nogwaza
Kwa-Zulu Natal	Office 2301, 3 rd floor, Embassy House, 199 Anton Lembede Street, Durban ziphom@lgseta.org.za	031-337 9085 031-337 9178	Mr Zipho Mazibuko
Limpopo	73 Biccard Street, Maneo Building, 1 st Floor, Polokwane margaretm@lgseta.org.za		Mrs Margaret Marakalala
Mpumalanga	536 Schoeman Street, Building Block A, 3 rd floor, Arcadia idanik@lgseta.org.za	012-341 3326	Mrs Idani Kudzingana
Northern Cape	10 Olliver Road, Block 3, Ground Floor, Left Wing, Montrio Corporate Park, Kimberley Thanduxolom@lgseta.org.za		Mr Thanduxolo Moleli
North West	Office XX0109A, 2 nd Floor West End Shopping Centre, 51 Leask Street, Klerksdorp luxolom@lgseta.org.za	018-462 1338	Mr Luxolo Mbina
Western-Cape	2nd Forrest House, Belmont Office Park, Rondebosch, Cape Town aneekaj@lgseta.org.za	021-686 7081	Mrs Aneeka Jacobs