

Kennis word hiermee gegee in terme van Artikel 29 van die Plaaslike Regering : Munisipale Strukture Wet, 1998 (Wet 117 van 1998) soos gewysig, dat 'n **Spesiale Raadsvergadering** van die Munisipaliteit Witzenberg gehou sal word op **Vrydag, 4 Oktober 2019 om 11:00** in die **Raadsaal, Munisipale Kantore, Voortrekkerstraat 50, Ceres.**

Notice is hereby given in terms of Section 29(2) of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998) as amended, that a **Special Council Meeting** of the Witzenberg Municipality will be held in the **Council Chambers, Municipal Offices, 50 Voortrekker Street, Ceres** on **Friday, 4 October 2019 at 11:00.**

Raadslede en Amptenare / Councillors and officials		
Councillor TE Abrahams	Alderman K Adams (Deputy Executive Mayor)	Councillor P Daniels
Alderman TT Godden (Speaker)	Councillor P Heradien	Councillor MD Jacobs
Councillor D Kinnear	Councillor BC Klaasen (Executive Mayor)	Councillor GG Laban
Councillor C Lottering	Councillor M Mdala	Councillor TP Mgoboza
Councillor ZS Mzauziwa-Mdishwa	Councillor MJ Ndaba	Councillor N Phatsoane
Alderlady JT Phungula	Alderman JW Schuurman	Councillor EM Sidego
Councillor RJ Simpson	Alderman HJ Smit	Councillor D Swart
Councillor HF Visagie	Alderman JJ Visagie	
Municipal Manager	Acting Director: Finance	Director: Technical Services
Director: Corporate Services	Head: Internal Audit	Manager: Projects and Performance
Manager: Administration	IDP Manager	Acting Principal Administrative Officer
Committee Clerk		



**ALDERMAN TT GODDEN
SPEAKER**

1 October 2019

A municipality that cares for its community, creating growth and opportunity!

'n Munisipaliteit wat omgee vir sy gemeenskap en groei en geleenthede skep!

Umasipala olukhathaleleyo uluntu lwakhe, odala ukukhula namothuba!

A G E N D A

- 1. OPENING AND WELCOME**
- 2. LEAVE OF ABSENCE AND CONFIDENTIALITY AND CONFLICT OF INTEREST DECLARATION**
 - 2.1 Consideration of application for leave of absence, if any
(3/1/2/1)**
 - 2.2 Confidentiality and Conflict of Interest Declaration**
- 3. STATEMENTS, ANNOUNCEMENTS OR MATTERS RAISED**
 - 3.1 Matters raised by the Speaker
(09/1/1)**
 - 3.2 Matters raised by the Executive Mayor
(09/1/1)**

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- 4. GERESERVEERDE BEVOEGDHEDE / RESERVED POWERS**
 - 4.1 Direktoraat Finansies / Directorate Finance**
 - 4.1.1 Travel Management Policy
(4/5/P)**

The Travel Management Policy will be distributed on 2 October 2019.

NOTED

4.2 Direktoraat Tegniese Dienste / Directorate Technical Services

4.2.1 Policy for Appointment of consultants as per Cost Containment Regulations (5/P)

Item 4.2.1 of the Executive Mayoral Committee meeting, still to be held, refers.

The following memorandum, dated 10 September 2019, was received from the Director: Technical Services:

"1. Purpose

The purpose of the report is to approve the Policy for the Appointment of consultants, 2019.

2. Background

The Minister of Finance has, acting with the concurrence of the Minister of Cooperative Governance and Traditional Affairs, in terms of Section 168(1) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003), made the Regulations for Municipal Cost Containment. These regulations were published by National Treasury in the Government Gazette No. 42514 of 7 June 2019 and will be used as a guideline in drafting the Policy for the Appointment of consultants, 2019.

3. Legal framework

The municipality's operations are governed by an array of different acts and this policy should be understood within the context of the compilation of all these legislations. The following Acts and prescripts are central in defining the municipality's boundaries and areas of influence:

- Constitution of the Republic of South Africa, 1996
- Local Government: Municipal Structures Act, 1998 (Act 117 of 1998)
- Local Government: Municipal Systems Act, 2000 (Act 32 of 2000)
- Local Government: Municipal Finance Management Act, 2003 (Act 53 of 2003)
- Municipal Cost Containment Regulations, 2019, herein after referred to as the Regulations.

4. Financial impact

As per clause 5(2) of the Cost Containment Regulations:

An accounting officer must adopt a fair and reasonable remuneration framework for consultants taking into account the rates –

- (a) determined in the 'Guideline on fees for audits undertaken on behalf of the Auditor-general of South Africa', issued by the South African Institute of Chartered Accountants
- (b) set out in the "Guide on Hourly Fee Rates for Consultants", issued by the Department of Public Service and Administration; or
- (c) as prescribed by the body regulating the profession of the consultant."

The Policy for the Appointment of consultants, 2019 is attached as **annexure 4.2.1**.

The following recommendation is tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

that the Policy for the Appointment of consultants, 2019, after consideration, be approved and adopted.

RECOMMENDED

That the Executive Mayoral Committee recommends to Council:

that the Policy for the Appointment of consultants, 2019, after consideration, be approved and adopted.

4.2.2 Approval for way leave fibre applications within the Witzenberg area (17/15/1)

Item 4.2.2 of the Executive Mayoral Committee meeting, still to be held, refers.

The following memorandum, dated 30 September 2019, was received from the Municipal Manager:

"Purpose

To consider amending Council's Policy to also provide for fibre way leave applications and to grant the Director: Technical Services the delegation to approve of such applications.

Deliberation

In terms of the Electronic Communications Act of 2005 an electronic communications network service licensee may:

- (a) Enter upon any land, including any street, road, footpath or land reserve for public purposes.
- (b) Construct and maintain an electronic communications network upon, over, along or across any land, including any street, road, footpath or land reserve for public purposes.

Council previously expressed its intention to roll out fibre throughout Witzenberg itself. The rolling out of fibre may only be done by approved licensees. Numerous applications have been received for way leave to install fibre. In terms of the said act a licensee may, after providing 30 days prior written notice to the local authority, construct and maintain in the manner specified in that notice any pipes, tunnels or tubes required for electronic communication network facilities under any street, road or footpath. The municipality has received such written notice now from Conic on behalf of Hero Telecoms (Pty) Ltd. If the municipality does not approve of the way leave they may continue to proceed without further permission. With the amendment of the policy Council can prescribe the conduit pipe for the fibre and may charge a cost for the provision of such conduit pipe."

The item is tabled to the Executive Mayoral Committee for consideration.

RECOMMENDED

For consideration.

4.3 Direktoraat Gemeenskapsdienste / Directorate Community Services

None

NOTED

4.4 Direktoraat Korporatiewe Dienste / Directorate Corporate Services

**4.4.1 Personnel matters: Retirement Policy: Witzenberg Municipality
(4/2/P & 1/3/1/32)**

Item 4.4.1 of the Executive Mayoral Committee meeting, still to be held, refers.

The proposed Retirement Policy for Witzenberg Municipality is attached as **annexure 4.4.1**.

The policy was workshopped by Council on 29 May 2019.

The following recommendation is tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

that the Retirement Policy for Witzenberg Municipality, after consideration, be approved and adopted.

RECOMMENDED

That the Executive Mayoral Committee recommends to Council:

that the Retirement Policy for Witzenberg Municipality, after consideration, be approved and adopted.

**4.4.2 Personnel matters: Leave Policy: Witzenberg Municipality
(4/2/P & 1/3/1/32)**

Item 4.4.2 of the Executive Mayoral Committee meeting, still to be held, refers.

The proposed Leave Policy for Witzenberg Municipality is attached as **annexure 4.4.2**.

The policy was workshopped by Council on 29 May 2019.

The following recommendation is tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

that the Leave Policy for Witzenberg Municipality, after consideration, be approved and adopted.

RECOMMENDED

That the Executive Mayoral Committee recommends to Council:

that the Leave Policy for Witzenberg Municipality, after consideration, be approved and adopted.

**4.4.3 Mayoral Bursary Fund Policy: Witzenberg Municipality
(5/P)**

Item 4.4.3 of the Executive Mayoral Committee meeting, still to be held, refers.

The proposed Mayoral Bursary Fund Policy for Witzenberg Municipality is attached as **annexure 4.4.3**.

The policy was workshopped by Council on 29 May 2019.

The following recommendation is tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

that the Mayoral Bursary Fund Policy for Witzenberg Municipality, after consideration, be approved and adopted.

RECOMMENDED

That the Executive Mayoral Committee recommends to Council:

that the Mayoral Bursary Fund Policy for Witzenberg Municipality, after consideration, be approved and adopted.

**4.4.4 Building of boundary wall / erection of fence along Vredebes/Crispy Farming/Morcaux
and Patrick de Wet farm
(17/4/1/1/2/4)**

Item 4.4.4 of the Executive Mayoral Committee meeting, still to be held, refers.

The following memorandum, dated 30 September 2019, was received from the Municipal Manager:

"Purpose

To consider a request from Crispy Farming and Morceaux Farming Trust for a 50 % contribution towards the building of a boundary wall and a 50 % contribution to Mr Patrick de Wet for a fence already erected on the boundary between the farm commonly known as Stukkiewit and Vredebes.

Background

Vredebes was a farm acquired by the municipality for housing purposes. During the EIA and subdivision processes both Morceaux Farming Trust and Crispy Farming stated that they will not object to the housing development on condition that the municipality erect a boundary fence.

This was, however, never a condition set by the Provincial Department when the EIA approval was granted. Prior to the issuing of the approval various correspondence was sent by Joubert Van Vuuren Attorneys to Macroplan and Cape Lowlands Environmental Services on this issue. See in this regard **annexure 4.4.4(a)**.

Subsequent to the approval of the housing project the municipality also requested the Department to consider making funds available for the erection of a fence, but without any success. The complaints from the farming neighbours were all about the escalation of theft and vandalism on their farms and cattle and goats grazing in their orchards.

The emerging farmers have all been complaining of the financial losses suffered as a result of the above and are blaming the municipality because of the uncontrolled access from Vredebes to their farms. Mr De Wet has proceeded to erect a fence on his own at a cost of approximately R600 000. It has been reported that at some places the fence has been cut and which needs to be repaired now on a regular basis. This is mainly the reason why Crispy Farming and Morceaux Farming Trust are requesting a contribution to a boundary wall to solve the problems permanently. A copy of the Google map of the area and boundary line is attached as **annexure 4.4.4(b)**. A copy of a tax invoice paid by Mr De Wet for the fence is attached as **annexure 4.4.4(c)**. Crispy Farming and Morceaux Farming Trust obtained quotations for both the wall and fence, which are attached as **annexure 4.4.4(d)**.

Legal implications

The Fencing Act places a duty on a neighbour to make a contribution to a boundary fence. The type of fence is dependent on the area where the fence will be erected. It has been proven that in residential areas the normal fence is often stolen and/or vandalised, making it ineffective for the purpose erected. In terms of the Law of Things there is a duty on a landowner to ensure that no offences are committed as a result of the usage and practices on the landowner's property. The municipality will in this instance be liable for any damages caused by the cattle and/or any livestock.

Financial implications

Any financial contribution has not been budgeted for and will have to be taken up in the adjustment budget. The landowners have been patient for a number of years and are now threatening with legal action which might escalate the cost."

The matter is tabled to the Executive Mayoral Committee for consideration.

RECOMMENDED

For consideration.

5. ADJOURNMENT



TRAVEL MANAGEMENT POLICY

1. DEFINITIONS AND ABBREVIATIONS

For purposes of this policy, except where clearly indicated otherwise, the words and expressions set out below have the following meanings: -

1.1 DEFINITIONS

- 1.1.1 "Accommodation" means the rental of lodging facilities while away from the Traveller's place of residence while on authorised official duty.
- 1.1.2 "After-hours reservation" means the travel request that is processed after normal working hours of the Travel Management Company (TMC).
- 1.1.3 "Air travel" means travel by airline on authorised official duty.
- 1.1.4 "Boundaries of the Municipality" means the boundaries as determined by the Demarcation Board.
- 1.1.5 "Car Rental" means the rental of a vehicle for a short period of time by a Traveller for official purposes.
- 1.1.6 "Municipality" means municipality established by the Municipality Establishment Notice No. 479 of 22 September 2000, issued in terms of the Local Government: Municipal Structures Act, 1998, (Act No. 117 of 1998) or any structure or employee of the Municipality acting in terms of delegated authority.
- 1.1.7 "Municipal Manager" means the Accounting Officer of the Municipality as defined in the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA).
- 1.1.8 "Council" means the Council of the Municipality.
- 1.1.9 "Councillor" means a member of the Council.
- 1.1.10 "Day" means a completed period of twenty-four hours away from normal place of domicile and employment on official business of the Municipality.
- 1.1.11 "Delegated Authority" means any person who has been appointed to authorise travel in respect of travel requests and expenses.
- 1.1.12 "Domestic Travel" means travel within the borders of the Republic of South Africa.
- 1.1.13 "DOT Tariffs" means Department of Transport Tariffs for the use of Motor Transport, Circular for Category A, Petrol vehicles, tariffs for fuel and maintenance adjusted quarterly.

- 1.1.14 "Executive Mayor" means the person elected in terms of Section 55 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998) to be the Executive Mayor of the Municipality and shall include any person acting in that position.
- 1.1.15 "Emergency Reservation" means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from an original planned trip.
- 1.1.16 "Executive Director" means a person appointed by the Council to lead a Directorate of the Municipality and shall include any person acting in that position.
- 1.1.17 "Incidentals" means any minor expenses associated with business travel.
- 1.1.18 "International Travel" means travel to a location outside of the territorial boundaries of the Republic of South Africa.
- 1.1.19 "NGO" means a non-profit, citizen-based group that functions independently of government.
- 1.1.20 "Private Individual" means any person not employed by the Municipality who is requested to travel at the Municipality's expense for official purposes.
- 1.1.21 "Official" means a person employed by the Municipality.
- 1.1.22 "Place of work" means the place where principal duties of the official are performed.
- 1.1.23 "Quarterly" means at the end of the 3rd month of every quarter within a calendar year.
- 1.1.24 "Sponsored Trip" means a trip where the total cost, or portion thereof is sponsored by another Organisation or Third Party other than the Municipality (for purposes of this Policy a portion of the total cost of the trip must be included in Annexure A or B of the Report template).
- 1.1.25 "Subsistence Allowance" means any allowance given to an employee or a holder of any office for expenses incurred or to be incurred in respect of personal subsistence and incidental costs (for example: drinks and telephone calls).
- 1.1.26 "Travel Allowance" means an allowance paid by the Municipality to the Traveler for the use of his or her own private motor vehicle for business purposes.
- 1.1.27 "Travel Management Company" means a Service Provider appointed to manage all travel arrangements of the Municipality.
- 1.1.28 "Traveller" means any Councillor or Official travelling away from his or her normal place of domicile and employment on official business of the Municipality. It includes a private individual who travels on behalf of the Municipality.
- 1.1.29 "Travel Booker" means the person from line departments coordinating travel

reservations on behalf of the Travellers.

1.1.30 "Travel Expenses" means expenses incurred by the Traveller on official business trips.

1.1.31 "Travel Voucher" means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

1.1.32 "Travel Order Number" means a sequential number issued by the Expenditure department to the Traveller authorizing a specific trip.

1.1.33 "Travel Advance" means the payment to a Traveller, prior to departure, to cover unexpected expenses which may need to be settled by the Traveller while away on official business.

1.1.34 "Executive Officials" are members of MAYCO, the Speaker and Senior Management Team.

1.2 ABBREVIATIONS

1.2.1	"DOT"	Department of Transport
1.2.2	"SARS"	South African Revenue Services;
1.2.3	"SIRP"	Strategic International Relations Policy
1.2.4	"IDP"	Integrated Development Plan
1.2.5	"DPSA"	Department of Public Service and Administration
1.2.6	"EDP"	Economic Development Partnership
1.2.7	"SMT"	Senior Management Team
1.2.8	"NGO"	Non-Governmental Organisation
1.2.9	"NT"	National Treasury
1.2.10	"TMC"	Travel Management Company
1.2.11	SALGA	South African Local Government Association

2. PROBLEM STATEMENT

- 2.1 From time to time Municipality Councillors and Officials travel locally and/or internationally in execution of their duties, hence the need for the development, implementation and monitoring of a Travel Management Policy.
- 2.2 A principle of cost containment and financial prudence is maintained at all times.

3. DESIRED OUTCOMES

- 3.1 To provide a policy framework for consistent decision making on matters related to travel management within the Municipality.
- 3.2 To provide a mechanism to ensure cost effective and sustainable travel management.
- 3.3 To set parameters within which Travellers may claim reimbursements for costs incurred prior to, during and after the trip has been undertaken.
- 3.4 To prevent any unauthorised, irregular, fruitless and wasteful expenditure.

4. PURPOSE

- 4.1 The purpose of this policy is to provide a regulatory framework for travelling and accommodation services for the Municipality of Cape Town and to create minimum norms and standards for Travellers while on official business both domestically and internationally.
- 4.2 Further, this policy aims to establish procedures that will ensure effective control over the processing, administration, authorisation of travel expenditure and containing costs at all times.

5. REGULATORY CONTEXT

This policy is developed and guided by the following legislation, regulations and circulars, amongst others: -

- 5.1 Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA)
- 5.2 National Treasury Regulations, Circulars and other publications affecting travel in terms of MFMA
- 5.3 Transport Tariffs as determined by the Department of Transport
- 5.4 Income Tax Act, 1962 (Act No. 58 of 1962) (as amended) as well as guidelines
- 5.5 Taxation Laws Amendment Act 2017
- 5.6 SARS Interpretation Notices & other Notices
- 5.7 Municipality System of Delegations
- 5.8 SALGA Subsistence and Travel Policy
- 5.9 Remuneration of Public Office Bearers Act, 1998
- 5.10 Municipality Leave Management Policy
- 5.11 Municipality Integrated Development Plan
- 5.12 Municipality EDP Toward 2040 Plan: Unlocking Our Potential
- 5.13 Municipality Strategic International Relations Policy
- 5.14 RSA Department of National Treasury: National Travel Policy Framework
- 5.15 Municipality Budget Related Policies
- 5.16 Value -Added Tax Act, 1991 (Act No. 89 of 1991)

6. ROLE PLAYERS AND STAKEHOLDERS

- 6.1 There is a wide range of existing and potential external stakeholders. These range from departments and agencies in other spheres of Government that have a role to play in monitoring the Municipality's activities and finances (for example, Auditor General) to government, non-government and private sector organisations that would be affected by the Policy (for example, conference organisers).
- 6.2 The principal role player is the Municipality's Finance Directorate which will be responsible for implementing the policy and administering its ongoing management and evaluation.
- 6.3 Key internal stakeholders will include the Mayco Member for Finance, Finance Committee and Executive Director responsible for Finance.

6.4 The table below provides an outline of the affected role-players and Stakeholders, amongst others, the following:-

6.4.1 Finance Directorate	(internal)
6.4.2 NGOs	(external)
6.4.3 Private Sector	(external)
6.4.4 Finance Committee	(internal)
6.4.5 Mayor's Office	(internal)
6.4.6 Strategic Policy Branch	(internal)
6.4.7 Public Participation Unit	(internal)
6.4.8 Human Resources Unit	(internal/primary)
6.4.9 All other Municipality Directorates	(internal/secondary)
6.4.10 Auditor General	(external/government)
6.4.11 Western Cape Local Government	(external/government)
6.4.12 SALGA	(external/government)
6.4.13 Conference and/or Event Organisers	(external/government)
6.4.14 External Government Departments	(external/government) and (non-government)

7. APPLICATION OF THE POLICY

This policy is applicable to:-

- 7.1 Any Councillor or employee of the Municipality required to travel on an approved Municipality business.
- 7.2 Any prospective employee required to travel at Municipality's expense to attend interviews or for any other Municipality related purposes.
- 7.3 Any private individual who is required to travel on behalf of the Municipality on approved Municipality business.

8. TRAVEL RESTRICTIONS

- 8.1 Executive Officials are discouraged from travelling as a group, in the same transport at the same time.
- 8.2 The number of employees travelling on authorised official duty for the same matter must be limited to three (3) employees, unless otherwise approved in advance by the Delegated Authority.

9. GENERAL PRINCIPLES

- 9.1 All bookings must be done through the official TMC based on an official authorisation number.
- 9.2 Travellers should plan official travel well in advance. They should obtain approval and make a booking/reservation at least seven (7) working days prior to departure for domestic travel and fourteen (14) working days prior to departure for International travel.
- 9.3 From time to time, National Treasury (NT) issues Circulars guiding Municipalities on measures to contain operational costs, including travel matters. Municipalities are expected to adhere to these measures.
- 9.4 For both Domestic and International trips, a motivation must be submitted to the Delegated Authority for approval, highlighting the necessity of the trip and the benefits the Municipality will achieve.
- 9.5 Only the TMC is permitted to make travel booking arrangements on behalf of the Municipality in line with the provision of the Travel Management Policy, and any other related NT Circulars adopted by Council.
- 9.6 The Traveller must obtain prior approval from the Delegated Authority via the applicable travel report, and must ensure that the applicable travel template (which is updated periodically) is used.
- 9.7 The TMC shall be liable for any expenses incurred on behalf of the Municipality in respect of which no proper authorisation was obtained.
- 9.8 Upon approval by Delegated Authority, personal travelling may be combined with a business trip if it does not lead to additional expenditure for the Municipality or impair on the work performance of the individual. No costs incurred during the personal trip

- will be for the account of the Municipality.
- 9.9 The Municipality distances itself from any private reservations made with the TMC. The arrangement is solely between the TMC and the Traveler. Thus, the processing of the related payments through the Municipality's official payment system is not allowed.
- 9.10 The Municipality will reimburse the Traveller for all business-related expenses personally incurred by the Traveller while travelling on behalf of the Municipality for both Domestic and International trips which is not contrary to this policy.
- 9.11 The Traveller must safeguard municipal information and assets while travelling and avoid compromising that security.
- 9.12 The Traveller should maintain personal travel documents such as a passport. The cost of obtaining a passport is for the Traveller's own account.
- 9.13 The most cost-effective mode of transportation should be used at all times, domestically and internationally.
- 9.14 Travellers should make use of public transport when travelling to/from the airport if it is more cost effective than the cost of car rental, parking and kilometers claimed.
- 9.15 Where possible and permissible Travellers are encouraged to first consider the use of the Municipality's fleet vehicles when travelling on official business. Where fleet vehicles are used, no claims shall be paid, except for unforeseen circumstances, such as breakdowns and parking. It must be noted that employee on vehicle schemes may not use fleet vehicles.
- 9.16 In order to contain costs, the use of free Wi-Fi (where applicable) should be considered when travelling.
- 9.17 The Traveller should consider the most cost effective and safe parking options when parking at the airport. (For example at Cape Town International Airport, the offsite longer-term parking area should be considered).
- 9.18 The Traveller will be reimbursed for parking and toll fees while on an official trip. The Traveller should supply proof of expenses incurred when submitting a claim.

10. POLICY DIRECTIVES

10.1 AIR TRAVEL- Domestic & International

- 10.1.1 For domestic trips, the Municipality makes use of NT negotiated South African Airways (SAA)/British Airways (BA) rates and/or low cost carriers. All Travellers should use discounted economy class (best fare on the day) where possible. In the event where discounted economy class tickets are not available, special authorisation is required from the Delegated Authority to book Full Economy Tickets.

Full Economy Tickets can be considered for Executives (Executive Mayor, Executive Deputy Mayor, Mayoral Committee Members, Speaker, Municipality Manager, and the Senior Management Team (SMT)) to ensure flexibility of flights,

however, discounted tickets may be purchased for Executives when travel is reasonably certain.

- 10.1.2 In the event that the Traveller must attend an early morning meeting, in a distant location in South Africa, consideration could be given to allow the travelling to take place a day before the event
- 10.1.3 For international trips, the Municipality makes use of all airlines where the most economical airline is chosen on quotation basis.
- 10.1.4 Business Class is not encouraged, however where a single flight exceeds five (5) hours, consideration may be applied for International trips, for the Executives (Executive Mayor, Executive Deputy Mayor, Mayoral Committee Members, Speaker, Municipality Manager, and the Senior Management Team (SMT)).
- 10.1.5 Business Class travel may also be approved for Domestic and International trips under the following scenarios including amongst others: -
 - 10.1.5.1 Travellers with special needs based on medical grounds (e.g. Deep vein thrombosis, varicose veins, recent surgery and pregnancy). In these instances, a medical certificate noting the medical need and the applicable period of time must be provided. If this is a long-term condition, an updated Doctor's Certificate should be presented on an annual basis to confirm that the condition still exists.
 - 10.1.5.2 Where Economy Class tickets are not available, Travellers are not allowed to book business class unless otherwise approved by the Delegated Authority, where it has been confirmed that the permitted airline class was full and no other applicable flights are available.
 - 10.1.5.3 Disabled persons can be accommodated in Business Class upon approval by the Delegated Authority.
- 10.1.6 For international trips the comparison of more expensive direct flights from Cape Town versus cheaper indirect flights should always be performed. When choosing a flight, consideration should also be given to the Travellers' ability to function optimally when arriving at their destination especially when travelling across time zones.
- 10.1.7 If exceptional unforeseen circumstances necessitate a change to a booking and it has cost implications, it must be authorised by the Delegated Authority. These changes should be kept to a minimum as they may result in fruitless and wasteful expenditure.
- 10.1.8 Where special circumstances exist, which necessitate a Deviation from the above principles, prior approval Municipality Manager or in the case of the Municipal Manager the approval of the Mayor is required.

Amendments to Air Tickets

- 10.1.9 Travellers should limit the number of amendments to air tickets.
- 10.1.10 The costs associated with amendments is subject to the rules of the particular ticket and can include penalty fees.
- 10.1.11 The costs incurred as a result of amendments requested by a Traveller for his/her convenience or lack of planning will be for the Traveller's personal account.
- 10.1.12 The costs of amendments as a result of revised business requirements or any other circumstances outside the Traveller's control will be incurred by the relevant Line Department.

Air Ticket Cancellations and Refunds

- 10.1.13 The Travellers must inform the TMC immediately when they realise that they will not be able to use a specific flight which has already been booked.
- 10.1.14 If there is a possibility that the Traveller might not fly to the same destination within the next six months (in the case of a domestic destination) or a year (in case of an international destination), the ticket must be cancelled immediately and a refund requested via the TMC. If the Traveller will be travelling to the same domestic destination within the next six months, the ticket must be amended to the new date and kept by the TMC.
- 10.1.15 In the event that the ticket was amended to a new date, the Traveller should inform the TMC when the ticket needs to be re-used.

Baggage Allowance

- 10.1.16 The Traveller must acquaint himself or herself with the Baggage Policy of the airline that he/she will be travelling on. The Baggage Policy will provide information on the prescribed baggage allowance and the cost for baggage in instances where the airline charges separately for baggage_
- 10.1.17 Based on the class of travel, the airline will prescribe the specific number of pieces of luggage that will be allowed as well as the weight and size per piece.
- 10.1.18 The reimbursement of excess baggage is subject to the Traveller obtaining approval for exceeding the baggage allowance due to a valid business reason, prior to the trip.

Denied Boarding Compensation

- 10.1.19 Travellers are discouraged from volunteering to be bumped off flights for compensation. If a Traveller volunteers to be bumped-off a flight, the Traveller is extending the travel time for personal reasons and is then personally responsible for all expenses that result from the extended trip. Any vouchers for a free ticket should be applied for business trips.

10.2 ACCOMMODATION AND MEALS – Domestic and International

Accommodation

- 10.2.1 Hotel accommodation for domestic and international travel are restricted to a three or a four-star grading.
- 10.2.2 When sourcing accommodation, the Municipality uses options that are equal to or lower than NT rates set for Domestic Hotel Accommodation, depending on the allowable star-grading.
- 10.2.3 Guest Houses and/or Bed and Breakfast accommodation can be utilised provided that the related costs do not exceed the proposed three or a four- star Hotel, or are within NT rates set for Domestic Hotel Accommodation.
- 10.2.4 In line with NT agreement with Hotels, TMCs must obtain quotes from these hotels. However, it is not necessarily limited to these hotels as accommodation depends on availability, locality and rates, which could be lower. Competition and cost effectiveness must remain a key principle.
- 10.2.5 If a negotiated rate for a specific star grading is equivalent to or lower than the rate for the lower star grading, the official may be accommodated in the establishment with the higher star grading. This means that an official may be accommodated at a four-star establishment if the rate at the four-star establishment is the same as or lower than a three-star establishment.
- 10.2.6 The TMC and line departments must ensure that their domestic accommodation costs do not exceed the NT rates which are reviewed periodically.
- 10.2.7 In line with Cost containment Regulations 2019, overnight accommodation is limited to instances where the distance travelled by road by the Traveller exceeds five hundred (500) kilometres to and from the destination (return journey), unless approved otherwise by the Delegated Authority.
- 10.2.8 Only the services as approved and described on the travel voucher can be signed off at time of check-out from a place of accommodation. These are the only costs that are allowed to reflect on the invoice. All other charges are for the Travellers' own account. Travellers will not be reimbursed for any consumable items taken from mini bars.
- 10.2.9 The Traveller may not redeem a Travel Accommodation Voucher or part thereof for cash.
- 10.2.10 Receipts for meals for domestic trips paid for by the Traveller, should be kept and attached to the claim form. In cases where receipts are lost, the Traveller should provide a declaration that the expense was actually incurred.

Private Accommodation

- 10.2.11 Travellers who choose to make use of private accommodation (staying with family or friends) will be compensated at the fixed subsistence allowance amount for each night at SARS rates, as per Section 8 (1)(c) of the Income Tax Act.

Meal Expenses- Domestic Trips

- 10.2.12 The Municipality is responsible for all meal expenses for Travellers for the duration of their official trip unless the meals are sponsored.
- 10.2.13 Where Travellers stay at establishments which do not offer meals or only offers breakfast, an advance can be provided.
- 10.2.14 A service charge of up to 10% of the bill will also be paid by the Municipality.

Meal Expenses – International Trips

- 10.2.15 The Municipality is responsible for all meal expenses for Travellers for the duration of their official trip.
- 10.2.16 These meals will be covered in terms of SARS rates applicable to the country being visited.

No-Shows and Cancellations

- 10.2.17 It is the responsibility of the Traveller to notify the TMC of any cancellations of reserved accommodation as soon as he/she becomes aware of the fact. Each establishment has different conditions/rules in terms of cancellations. Last-minute cancellations can result in the payment of a cancellation fee. The Traveller must familiarise himself/herself with the cancellation policy of the specific establishment.
- 10.2.18 The Traveller should inform the TMC or the establishment if he/she expects to be arriving later than the expected arrival time to ensure that the reservation is not cancelled or a cancellation fee is charged.
- 10.2.19 If the Traveller does not check in at all in a Hotel /B&B without any prior notification to the TMC or the Hotel/B&B, any no-show cost charged is regarded as fruitless and wasteful expenditure.
- 10.2.20 The Traveller could be responsible for any fruitless expenditure incurred due to a no-show or late cancellation where it was in his/her ability to cancel the booking on time.

10.3 VEHICLES - Domestic and International

Hiring of Vehicles

- 10.3.1 The Municipality makes use of the TMC for car rental.
- 10.3.2 In compliance with NT Directive, the hiring of vehicles from a category below Group B or an equivalent class is permitted. Due to the small size of cars lower than Group B, a Delegated Authority could, where necessary, approve the use of a Group B car.
- 10.3.3 The hiring of larger vehicles is permitted under the following cases: -
 - 10.3.3.1 When extra luggage must be accommodated;
 - 10.3.3.2 To cater for the special needs of Travellers.
- 10.3.4 For groups of five (5) or more Travellers a Microbus or similar vehicle may be arranged.
- 10.3.5 Where a number of Travellers/officials are attending the same official function/meeting, they must at all times attempt to reduce the cost to the Municipality by using one vehicle where circumstances permit.
- 10.3.6 Under no circumstances may a rental vehicle be used for private purposes.
- 10.3.7 Any fines, penalties and administration fees payable as a result of the contravention of any traffic rules and regulations while driving a hired vehicle will be for the Traveller's personal account. The Traveller should settle the amount within thirty (30) days of receipt of the fine and should then provide proof of payment to the TMC.
- 10.3.8 The Delegated Authority may permit employees to accept an upgraded group of hired vehicles if such an upgrade is offered for free or at a lower charge than Group B.
- 10.3.9 The Traveller should book a rental vehicle for the period that it is actually required for official business only as the car rental companies charge a full daily rate for a 24-hour cycle or part thereof.
- 10.3.10 The Traveller must ensure that the vehicle is returned within the specified rental period as it can be regarded as stolen if the vehicle is not returned in time without any notification to the car rental company. The Traveller will be held responsible for the additional charges for the late return of the vehicle, unless approved by the Delegated Authority upon submitting sound reason by the Traveller.
- 10.3.11 The Traveller must take every reasonable precaution to safeguard a rental or fleet vehicle against damage, theft or irregular use while driving it and when it is parked.

- 10.3.12 The most suitable vehicle will be arranged for persons living with disabilities who are only able to drive a particular type of vehicle and those in possession of a driver's licence restricted to automatic vehicles.
- 10.3.13 If the Traveller needs to extend the rental period for official business purposes, the Traveller must obtain approval and the TMC will issue a voucher for the extended period.
- 10.3.14 If the Traveller extends his/her stay for personal reasons, the charges will be for the Traveller's personal account. The TMC and car rental company must be informed of the arrangement and the car must be returned. The Traveller must enter into a separate rental agreement for the period of private travel for personal usage.
- 10.3.15 The responsibility and related costs of obtaining an International Driving Licence, where required, rests with the Traveller.
- 10.3.16 The hiring of a vehicle on an international trip is not permitted except in countries neighbouring South Africa.
- 10.3.17 For Car Rental Inspections, the Traveller should verify and complete the Quality Check Card prior to leaving the car rental premises, both on collection and return of the rental vehicle. The Traveller must ensure that all scratches, chips, dents, windscreen and cracks are marked on the card and signed off by the car rental attendant. Failure to complete the Quality Check Card could result in the Traveller being held personally responsible for any damages.

Private Vehicles used by Travellers

- 10.3.18 The boundaries of the Municipality shall be used to determine payment for travel outside such boundaries by means of private transport for officials who are in receipt of a fixed transportation allowance, or where such an allowance has been factored into the total cost of employment package of the official concerned. Officials will be reimbursed in accordance with Department of Transport: Tariffs for the use of motor transport.
- 10.3.19 Employees who are not in receipt of a travel allowance shall be reimbursed according to the latest prescribed SARS km tariff, calculated from their place of residence.
- 10.3.20 Employees who are in receipt of an Essential User Transport Allowance as provided for in the Human Resources policy of the Municipality shall be reimbursed in accordance with Department of Transport: Tariffs for the use of their vehicles. The travelling distance shall be calculated from their place of residence minus the kilometres for the trip from home to their office.

- 10.3.21 Councillors using private transport outside the boundaries of the Municipality shall be reimbursed in accordance with Department of Transport: Tariffs for the use of their vehicles as determined in the "Determination of Upper Limits of Salaries, Allowances and Benefits of Different Members of Municipal Councils" as amended annually in the Government Gazette.
- 10.3.22 A Traveller who uses private transport to conduct business on behalf of the Municipality shall be paid the lower of the following:-
- 10.3.22.1 A cash equivalent of the avoided air ticket cost, which would have been paid in the event of air travel being the most economical and practical means of transport plus any hired vehicle charge to get to the Traveller's destination; or
- 10.3.22.2 The actual cost per kilometre in accordance with DOT: Tariffs for the use of own vehicle.
- 10.3.23 A person may not claim subsistence costs for a longer period than would have been applicable in the case of air travel.
- 10.3.24 Under no circumstances shall fuel advances be paid for privately owned vehicles.

Public Transportation

- 10.3.25 The Traveller will be reimbursed when making use of public transport for official business.
- 10.3.26 The Traveller must submit a receipt as proof of payment to the Travel Office for reimbursement.
- 10.3.27 In the absence of the proof of payment, the Traveller must submit a declaration detailing the cost incurred and the reason/s for the absence of the receipt or proof of payment.
- 10.3.28 The use of public transport for interviewees who makes use of Cape Town International Airport should be encouraged instead of the more expensive shuttle option.

Shuttle and Transfer Services

- 10.3.29 Travellers should make use of shuttle services if the cost of such a service is lower than the cost of hiring a vehicle. The analysis should take into account the petrol costs, distance and the cost of parking.

10.4 SUBSISTENCE ALLOWANCES- Domestic and International

Domestic Travel

- 10.4.1 Subsistence Allowances for domestic official trips will apply when Travellers are away from their office of employment on official business and spend at least one night away from his/her place of residence and will be paid in accordance with SARS rates for meals and incidental cost per night.
- 10.4.2 If the Traveller makes use of private accommodation while on an official trip, he/she will receive a Fixed Daily Allowance as determined by SARS for meals and incidental costs.
- 10.4.3 A day allowance is payable equal to the tariff as defined by SARS as a “incidental cost only”, if an employee is away from their office of employment on official business for more than 4 hours but less than 24 hours.

International Travel

- 10.4.3 Subsistence Allowances for international trips will apply when Travellers spend at least one night away from his/her place of residence and will be calculated based on SARS rates for the applicable country per night.
- 10.4.4 Details of these amounts are published on the SARS website under Legal Counsel/Secondary Legislation/Income Tax Notices as per the relevant year.
- 10.4.5 If sponsored trips provide a subsistence allowance to the Traveller equal to or higher than the prescribed allowance, the Traveller shall not receive any allowance from the Municipality.
- 10.4.6 If the subsistence allowance paid by the sponsor is lower than the prescribed allowance, the Traveller will receive the difference from the Municipality.
- 10.4.7 For cost containment purposes, the Delegated Authority reserves the right to limit the international subsistence to a reasonable amount, per Traveller per trip, when necessary.

10.5 TRAVEL ADVANCES – Domestic and International

- 10.5.1 Travel Advances may be paid for official journeys if provided for in the approved travel report. Any unspent portion of the advance must be repaid to the Municipality immediately on return.
- 10.5.2 Travellers shall submit reconciliation, together with supporting documentary proof of disbursements on the official trip within seven (7) days of return from such trip.

10.5.3 Travel Advances may not be paid out more than ten (10) days prior to departure.

10.5.4 Travel Advances will not be granted to Travellers with any outstanding advances, not utilised during previous trips.

10.6 MISCELLANEOUS EXPENSES – Domestic and International

Domestic

10.6.1 The following expenses incurred are regarded as miscellaneous and may be claimed within the boundaries of the Republic of South Africa on production of proof of expenditure: -

- 10.6.1.1 Parking fees while travelling
- 10.6.1.2 Toll fees
- 10.6.1.3 Public transport costs

International

10.6.2 The following expenses incurred may be claimed on production of proof of expenditure:

- 10.6.2.1 Parking/bus fares;
- 10.6.2.2 Transport costs to and from official meetings;
- 10.6.2.3 Visas (for the shortest available period);
- 10.6.2.4 Inoculations;
- 10.6.2.5 Specialised tours and entries to events related to the travelling;
- 10.6.2.6 Copying & Printing of relevant documentation;

10.7 CONFERENCE FEES- Domestic and International

10.7.1 Employees of municipalities may attend conferences hosted by professional bodies or non-governmental institutions (external conferences) held within the borders of South Africa provided that expenses related to their attendance do not exceed the bench mark cost as prescribed by National Treasury from time to time through a notice.

10.7.2 Employees must make every effort to take advantage of early registration discounts by seeking the required approvals to attend well in advance of the conference as it relates to their area of work. No late registration is acceptable.

10.7.3 International Conferences must be limited to their ultimate minimum or none at all, unless otherwise approved by the Delegated Authority.

11. AMENDMENTS AND CANCELLATIONS TO TRAVEL RESERVATIONS

- 11.1 In the event that the Traveller makes any amendments to an authorised trip prior to the commencement thereof, the TMC must be informed of the amendments.
- 11.2 These amendments may include amongst others the following: -
- 11.2.1 Amendments in period of stay
 - 11.2.2 Additional accommodation
 - 11.2.3 Inclusion of hired or chauffeur drive vehicles
 - 11.2.4 Amendments in dates of air tickets
 - 11.2.5 Amendments in amount
- 11.3 If the Traveller requests any amendments after the commencement of an official trip, the following will apply: -
- 11.3.1 If it happens during office hours, the Travel Booker must inform the TMC.
 - 11.3.2 In the event of amendments required after hours, the TMC should be contacted, via After Hours Telephone Service.
- 11.4 If amendments to a trip have financial implications in excess of 20% of the initial amount authorised for the trip, an addendum explaining the reason for the amendments and cost implications thereof must be prepared by the Traveller for approval by the Delegated Authority.
- 11.5 As soon as the Traveller becomes aware of the cancellation of the trip or any specific component of the trip, the Traveller should inform the TMC immediately to ensure the cancellation of the reservation/s to avoid cancellation/no-show penalties.

12. AFTER HOUR ARRANGEMENTS

- 12.1 After-hour requests must be limited to late approvals by the Delegated Authority.
- 12.2 If the Order Number is not available at the time of the after-hour reservation, it must be forwarded to the TMC on the next working day.
- 12.3 Contact numbers for after-hour services can be obtained from the TMC.

13. SPONSORED TRIPS- Domestic and International

- 13.1 If the trip is funded by the sponsor, the Municipality will not be responsible for the travel costs.
- 13.2 If a sponsor requests that the Municipality pays the travel costs upfront and the expenses are only claimed from the sponsor after the trip, it is the responsibility of the Municipality to make the necessary travel arrangements and the Traveller should:
- 13.2.1 Obtain proof of this arrangement with relevant contact details in writing

- from the sponsor prior to the trip;
 - 13.2.2 State the conditions in the travel report; and
 - 13.2.3 Provide proof of expenses (i.e. invoices, receipts and/or any other relevant documents) to the sponsor for claiming purposes.
- 13.3 Trips that are funded upfront by the sponsor, are considered official trips. However, it will not be the responsibility of the Municipality to make the necessary travel arrangements.
- 13.4 As a result, the Municipality will not incur any expenses to that effect, with the exception of subsistence allowance, travel insurance and other possible non-funded expenses, except in instances where the Municipality will reclaim expenses from the sponsor.

14. HEALTH AND SAFETY RULES FOR TRAVELLERS

- 14.1 It is the duty of the Traveller to ensure that he/she is aware of and/or comply with any health requirements and recommended precautions relevant to his/her travel.
- 14.2 The Traveller should consult his/her doctor or Travel Clinic prior to commencing travel to ensure that the necessary vaccinations are administered.
- 14.3 A Traveller will only be allowed to enter certain countries if he/she shows proof of the required vaccinations.
- 14.4 The Traveller must carry the necessary vaccination document with him/her at all times.
- 14.5 It is not advisable for pregnant women to undertake flights during their first and third trimesters. Pregnant women are advised to consult their doctors before a flight.

15. TRAVEL INSURANCE

- 15.1 Travellers, where the necessary travel and special leave forms have been duly authorised by the delegated authority, will be insured by the Municipality in terms of its current approved policies, practices and standard operating procedures. Non- officials authorised to travel for the Municipality are also included. The Travel Insurance Policy is available on request.
- 15.2 Insurance cover is only for the period that the traveller is away from home or place of work on a trip relating to Municipality business. Any other extra days spent by the traveller outside Municipality business will be regarded as private.
- 15.3 Private vehicles and contents thereof will not be covered under this Policy.
- 15.4 Hired vehicles are automatically covered for both Super Waiver Damage and Theft by the vehicle rental company.

16. GIFTS AND PROMOTIONAL GOODS

- 16.1 Where appropriate, the Travellers may offer gifts to their hosts.
- 16.2 The gifts in question shall be provided by the Municipality, through the appropriate department.
- 16.3 Suitable promotional and marketing products shall be supplied, on request, by the Communications department of the Municipality.
- 16.4 Gifts received by Councillors should be declared to the Speaker and gifts received by Officials must be declared to the Municipal Manager.

17. MONITORING, EVALUATION AND REVIEW

- 17.1 This policy framework is important for the Financial Compliance of the Municipality. It provides an all-inclusive administrative procedure for the management of travel within the Municipality.
- 17.2 The revised Travel Management Policy shall be implemented once approved by Council.
- 17.3 Directorates are to ensure that during implementation stages of the policy, there is consistent monitoring and evaluation of the policy.
- 17.4 Changes in legislation must be taken into account for future amendments to this policy.
- 17.5 Any amendments to this policy must be re-submitted to Council for review and approval.

18 TRANSPORT ALLOWANCE

18.1 Councillors

An travelling allowance of not more than 25% of the annual total remuneration package of a councillor concerned as determined in terms of Remuneration Of Public Office Bearers Act of 1998 may be included as part of the total package of the councillor.

18.2 Municipal Manager and Senior Managers

The Municipal Manager and Senior Managers shall be required to utilise their own motor vehicle when they is required to travel for purposes relating to their employment and may therefore structure their total cost of employment to provide for a car allowance for tax purposes.

18.3 Other qualifying employees: Fixed Travelling Allowance Scheme (Perk scheme)

All applications for a Transport Allowance shall require the approval of the Municipal Manager. The monthly transport allowance of other qualifying employees will be determined according to their task levels:

T LEVEL	New Transport Allowance	Current Transport Allowance
T 14	R 9,000	R 8,330
T 15	R 10,000	R 8,330
T 16	R 11,000	R 8,330 – 10,925 Higher amounts – personal to incumbent.
T 17+	R 12,000	R 8,330

The monthly allowance will increase with 50% of the annual salary increase as agreed upon by the Bargaining Council from 1 July 2017.

Reimbursement of travelling expenses to destinations outside of the Municipality's jurisdictional area, shall be payable to employees who participate in the **Fixed Travelling Allowance Scheme (Perk scheme)** as per kilometres measured from the employee's location or place of residence, whichever is the shortest. The tariff per kilometre is R 2.00.

The running cost will increase with 50% of the annual salary increase as agreed upon by the Bargaining Council from 1 July 2017.

18.4 Essential User Transport Allowance

The Essential User Transportation Scheme is paid to employees who need transport to perform duties as an alternative to the provision of official transport.

To be eligible for a regular transport allowance an employee should for six consecutive months in the form prescribed keep record of official trips taken with private vehicles by keeping at least information about the date, route, distance and reason and authorization for each trip. During the six months the employee will be paid an ad hoc monthly transport allowance calculated by multiplying the official distance travelled (limited to 1 166km) by the sum of the fixed and running cost of the relevant vehicle. At the end of six months a report should be submitted to the municipal manager for consideration of the award of a regular transport allowance based on the average monthly distance travelled for official purposes within the Witzenberg Municipal area..

All applications for an Essential User Transport Allowance including the type of vehicle shall require the approval of the Municipal Manager. Admission to and participation in the scheme is determined on the basis of the need for transportation for official purposes.

The fixed monthly allowance is based on average distance travelled over 6 months. The maximum fixed monthly distance is 1 166 km per month. If the municipal manager approves a monthly distance of more than 1 166 km in special circumstances only the running cost will be payable for the distance in excess of 1 166 km.

If records of distances travelled over a period of six months are not available a log book must be kept and the employee will be paid for the actual official distances travelled to a maximum of 1 166 km per month.

The cost per kilometer payable will be in terms of the Collective agreement and the Circulars issued by the South African Local Government Bargaining Council pertaining to the Essential User Scheme. The remuneration will encompass both the fixed cost and running cost per kilometre

The employer or employee can terminate participation in this scheme with six months' notice. Reimbursement of travelling expenses to destinations outside of the Municipality's jurisdictional area, shall be payable to Employees who participate in the **Essential User Transportation Scheme** as per kilometres measured from the employee's location or place of residence, whichever is the shortest. The tariff per kilometre will be according to the running cost of the scheme.

19. COMMENCEMENT AND REVIEW

- 19.1 This policy is effective from the date on which it is adopted by Council. If any legislation is enacted or amended that conflicts with any part of this Policy, such legislation will take precedence and will be implemented by the Municipality without amending this Policy. Amendment of the Policy would be done as expeditiously as possible.
- 19.2 The Municipality Manager must, annually, review the implementation of this Policy and if she/he considers it necessary, submit proposals for the amendment of the Policy to the Council for approval.

WITZENBERG MUNICIPALITY



APPOINTMENT OF CONSULTANTS POLICY, 2019

Approved by Council per item on

Implementation date:

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITION	3
3. OBJECTIVE	3
4. SCOPE OF APPLICATION.....	3
5. LEGISLATIVE FRAMEWORK.....	4
6. CONSULTANTS	4
6.1. APPOINTMENT OF CONSULTANTS	4
6.1.1. PRIMARY REASONS FOR APPOINTMENT OF CONSULTANTS.....	5
6.1.2. MINIMUM REQUIREMENTS WHEN APPOINTING CONSULTANTS	5
6.1.3. SELECTION METHOD(S) FOR THE APPOINTMENT OF CONSULTANTS	5
6.1.4. EMPLOYMENT CONTRACT OR AGREEMENT.....	6
6.1.5. TERMS AND CONDITIONS	7
6.1.6. PERFORMANCE MANAGEMENT	7
6.2. PAYMENT OF CONSULTANTS	8
6.3. REVIEW AND APPROVAL	8
ANNEXURE A: NEEDS ASSESSMENT.....	9
ANNEXURE B: COST CONTAINMENT CONSIDERATION: REQUIREMENTS.....	10

1. INTRODUCTION

The Minister of Finance has, acting with the concurrence of the Minister of Cooperative Governance and Traditional Affairs, in terms of section 168(1) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003), made the Regulations for Municipal Cost Containment. These regulations was published by National Treasury in the Government Gazette No. 42514 of 7 JUNIE 2019 and will be used as a guideline in drafting this policy.

2. DEFINITION

For the purposes of this policy the following definitions apply:

“Consultant” – means a professional person, individual, partnership, corporation, or a company appointed to provide technical and specialist advise or to assist with a design and implementation of projects or to assist a municipality or municipal entity to perform its functions to achieve the objects of local government in terms of section 152 of the Constitution, in those areas, where the municipality either lacks the required specialized skills or inadequate institutional capacity.

“Contractor” - It is a person appointed to provide services which are of a non-specialised nature, that are not core business of the institution. It is normally not cost effective to maintain these skills within the institution. Contracting involves an activity of a short-term assignment on a specific project

“Outsourced services” - It means an activity outsourced when an institution appoints a third party to carry out specific projects on its behalf in which an institution remains accountable for such outsourced services. These projects usually take a longer period of time to complete and often spans over financial years.

“Professional bodies” - Is a body that includes prescribes codes of conduct and ethical standards for its members as well as providing a voice for the profession and a vehicle for sharing information and networking amongst its members.

“Gap analysis” - A gap analysis may be defined as gaps identified between current available human resources and human resources required to complete a specific project. This means that the municipality should first conduct a skills gap analysis within its structures prior to seeking the use of consultants.

“Regulations for Municipal Cost Containment” - Regulations published by National Treasury in the Government Gazette No. 42514 of 7 JUNIE 2019 in order to minimise unnecessary expenses.

3. OBJECTIVE

To set clear guidelines in the appointment of consultants and to ensure that consultants are paid within a regulated environment that is fair and equitable, thereby maximizing the value adding to the municipality. The objective of this policy is to ensure that consultants provide technical and specialist advise or to assist with a design and implementation of projects or to assist a municipality or municipal entity to perform its functions to achieve the objects of local government in terms of section 152 of the Constitution.

4. SCOPE OF APPLICATION

This Policy is applicable on the appointment of all consultants by the Municipality and is based on the Cost Containment Regulations. The implementation of the regulations will be maximised within the limitations of the current contracts in order to reduce the cost of consultant procurement due to minor changes. These will be identified prior to consultant appointment in order for the Accounting Officer to make an informed decision.

5. LEGISLATIVE FRAMEWORK

The municipality's operations are governed by an array of different acts and this policy should be understood within the context of the compilation of all these legislations. The following Acts and prescripts are central in defining the municipality's boundaries and areas of influence:

- Constitution of the republic of South Africa, 1996
- Local Government: Municipal Structures Act, 1998 (Act of 117 of 1998)
- Local Government: Municipal Systems Act, 2000 (Act 32 of 2000)
- Local Government: Municipal Finance Management Act, 2003 (Act 53 of 2003)
 - Municipal Cost Containment Regulations, 2019, herein after referred to as the Regulations.

6. CONSULTANTS

6.1. APPOINTMENT OF CONSULTANTS

- a) The appointment of consultants shall adhere to section 5 of the Municipal Cost Containment Regulations as follows:

Clause	Description
5 (1)	Municipality or municipal entity may only appoint consultants if an assessment of the needs and requirements confirms that the affected municipality or municipal entity does not have the requisite skills or resources in its full -time employ to perform the function.
5 (2)	An accounting officer must adopt a fair and reasonable remuneration framework for consultants taking into account the rates - (a) determined in the "Guideline on fees for audits undertaken on behalf of the Auditor - General of South Africa ", issued by the South African Institute of Chartered Accountants; (b) set out in the "Guide on Hourly Fee Rates for Consultants ", issued by the Department of Public Service and Administration; or (c) as prescribed by the body regulating the profession of the consultant.
5 (3)	The tender documentation for the appointment of consultants must include a clause that the remuneration rates will be subject to negotiation, not exceeding the applicable rates mentioned in sub -regulation (2).
5 (4)	When negotiating cost -effective consultancy rates for international consultants, the accounting officer may take into account the relevant international and market –determined rates.
5 (5)	When consultants are appointed, an accounting officer must -
5 (5) a	Appoint consultants on a time and cost basis with specific start and end dates
5 (5) b	Where practical, appoint consultants on an output- specified basis, subject to specific measurable objectives and associated remuneration;
5 (5) c	Ensure that contracts with consultants include overall cost ceilings by specifying whether the contract price is inclusive or exclusive of travel and subsistence disbursements;
5 (5) d	Ensure the transfer of skills by consultants to the relevant officials of a municipality or municipal entity;
5 (5) e	Undertake all engagements of consultants in accordance with the Municipal Supply Chain Management Regulations, 2005 and the municipality or Municipal entity's supply chain management policy
5 (5) f	Develop consultancy reduction plans to reduce the reliance on consultants
5 (6)	All contracts with consultants must include a fee retention or penalty clause for poor performance.
5 (7)	Municipality or municipal entity must ensure that the specifications and performance are used as a monitoring tool for the work to be undertaken and are appropriately recorded and monitored.
5 (8)	The travel and subsistence costs of consultants must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time.
5 (9)	The contract price must specify all travel and subsistence costs and if the travel and subsistence costs for appointed consultants are excluded from the contract price, such costs must be reimbursed in accordance with the national travel policy of the National Department of Transport.

- b) Managers may recommend the appointment of consultants to render specific services, if the Municipality lacks the required resources, skills or necessary capacity and those funds are available within their existing budgets.
- c) Should the User department want to utilise the existing Consultant Roster, the relevant Manager will be responsible to prepare a needs assessment on the required form (See Annexure A), specifications as well as terms of reference and submit it together with the request for the appointment of a consultant to the Accounting Officer. This request shall also include the Cost Containment Considerations (See Annexure B).
- d) Should the User department plan to procure the services of a Consultant, the relevant Manager will be responsible to prepare a needs assessment on the required form (See Annexure A), specifications, bill of quantities as well as terms of reference and submit it together with the request to the Manager Supply Chain, who will commence with the procurement process. This request shall also include the Cost Containment Considerations (See Annexure B).
- e) The municipality will only contract with consultants if the needs analyses report drafted by the relevant department confirm that the municipality does not have the requisite skills or resources in its permanent employment to perform the services required.
- f) All appointments of consultants in the municipality shall be in writing recommended by the Director and approved by the Accounting Officer.
- g) The Municipality will undertake all engagements of consultants in accordance with the SCM Regulations and the municipality's SCM Policy.

6.1.1. PRIMARY REASONS FOR APPOINTMENT OF CONSULTANTS

Consultants are engaged principally for the following reasons:

- a) To provide services for limited periods without any obligation of permanent employment;
- b) To benefit from knowledge, transfer of skills, where applicable, and upgrading of a knowledge base while executing an assignment;
- c) To provide independent advice on the most suitable approaches, methodologies and solutions of projects.

6.1.2. MINIMUM REQUIREMENTS WHEN APPOINTING CONSULTANTS

When appointing consultants, it is necessary to strive to satisfy the following minimum requirements:

- a) Meeting the highest standards of quality and efficiency at the best interest of government;
- b) Obtaining advice that is unbiased. In other words, being delivered by a consultant acting independently from an affiliation, economic or otherwise, which may cause conflict between the consultant's interests and those of government;
- c) Ensuring that the advice proposed or assignments executed, are meeting the ethical principles of the consultancy professions.

6.1.3. SELECTION METHOD(S) FOR THE APPOINTMENT OF CONSULTANTS

The following are methods most generally used for the appointment of consultants:

- a) Registration in that profession
- b) Adequate previous experience
- c) Quality and cost based selection
- d) Quality based selection
- e) Selection under a fixed budget
- f) Least cost selection
- g) Single source selection
- h) Consultant Roster

Consultant selection guidelines as stipulated in the tender documentation:

During tender, Items (a) to (d), are evaluated. Only the bidders that satisfy the required criteria are then evaluated and placed on the Consultant Roster. In short the selections of Consultants from the Roster is as follows:

- The Municipality aim to distribute work evenly to all the appointed firms on the Roster subject to the quantity of projects and the budgets allocated;
- Position on the roster is be determined by the evaluation of the price, preference and quality scores;
- The Roster is categorised per discipline;
- The Roster of 3 Consultants is appointed per discipline;
- The first assignment in a specific category of service area will be offered to the highest scoring Consultant on the appropriate list in that category. Subject to the availability of this consultant, an agreement will be negotiated regarding fees/costs based upon the tendered rates as well as a programme of milestone dates. Should the highest scoring Consultant not be available, or should it not be possible to reach agreement, then the next highest scoring Consultant will be approached and the same process followed.
- The second assignment in that service area category will be allocated to the next highest scoring Consultant and so on until all listed consultants have received at least one assignment.
- Once the listed consultants have all been offered at least one assignment all subsequent assignments will be allocated at the discretion of the Employer who shall strive to achieve a degree of equity among the listed consultants.
- Above mentioned procedure does not apply to the service categories “Master Planning” and “Audits and Reports”. For these service categories the Employer reserve the right to assign projects to which he, in his own discretion, deems fit to carry out these studies. A Roster will therefore exist, however with no ranking.
- Notwithstanding the above procedure, the Employer may allocate a particular assignment to a specific consultant on the list in order to promote continuity where that consultant has had involvement in previous work associated with the assignment.

6.1.4. EMPLOYMENT CONTRACT OR AGREEMENT

- a) All appointments shall be by means of a written contract or agreement, between the Municipality and the consultant concerned;
- b) The Accounting Officer shall sign as the duly appointed representative of the Municipality;
- c) The Accounting Officer should ensure that contracts for consultants include retention or penalty clauses for poor performance and in this regard against the above specification, the accounting officer must invoke such clauses, where deemed necessary.
- d) The Accounting officer must appoint consultants on a time and cost basis with specific start and end dates. These dates must be clearly stated in the contract or agreement, unless:
 - Consultants are appointed to manage a project. In such cases the Consultant appointment shall be for the full duration of a project;
- e) Where practical appointment of consultant will be on a specific output specified basis, subject to specific measurable objectives and associated remuneration;
- f) The Manager Supply Chain will ensure that contracts with consultants shall include overall cost ceilings by specifying whether the contract price is inclusive or exclusive of travel and subsistence disbursements.
- g) The Supply Chain Manager will ensure that the tender documentation for the appointment of consultants contains a clause that the remuneration rates is subject to negotiation, not exceeding the rates mentioned in paragraph 6.2 below.

- h) The Manager Supply Chain will ensure that all contracts with consultants include a clause specifying whether or not transfer of skills will be part of the contract and where applicable, specify the nature and details thereof.

6.1.5. TERMS AND CONDITIONS

Written contracts or agreements shall, as a minimum, contain the following:

- a) Defined deliverables and quantifiable minimum service levels;
- b) Designated representatives and Authorities;
- c) The mechanisms allowing for the frequent monitoring of progress in terms of the agreed objectives;
- d) The period of employment;
- e) Provision of personnel;
- f) The terms and conditions in terms of a specific regulation, code or collective agreement or tender;
- g) The notice period required by either side to terminate the contract;
- h) The rates agreed upon;
- i) Escalation for the duration of the contract;
- j) Changes to the contract Price;
- k) Changes to the Period of Performance;
- l) Overall cost ceilings as per paragraph 6.1.4 (g)
- m) Penalties
- n) Insurance
- o) Liability
- p) Transfer of skills where applicable, as per paragraph 6.1.4 (h);
- q) The frequency of payment;
- r) The method of payment; and
- s) Dispute resolution mechanisms, inclusive of steps to be taken if service delivery is not satisfactory;
- t) Ownership of documents and Copyright
- u) Subcontracting;

6.1.6. PERFORMANCE MANAGEMENT

The performance of the consultant under the agreement must be monitored by the end user department on monthly basis.

The performance of the Consultant for projects shall be measured against the deliverables as stated in the relevant professional body guidelines in line with the scope of works negotiated during appointment or according the scope of the services negotiated during appointment for all other services.

Should the deliverables not be submitted on time, the penalty clause shall take effect. These penalties shall be applicable to each and every instance where specific deliverables are not achieved. Penalties is not refundable.

Where relevant a retention amount of the total consultant fee shall also be kept by the client until such time that all the contract requirement has been adhered to. This include all deliverables as required by the specific project. This retention is over and above the penalty for late delivery.

The professional fees shall only be paid once the following is achieved:

- The work has reached the milestone as identified on the project planning (Gantt Chart);
- The correct portfolio of evidence was attached to the professional fee claim to support the milestone reached as defined by the relevant professional body guidelines and this tender document;
- The rates are in line with the tender.

Any instances of non-performance must be duly reported, and a record of non-performing consultants should be kept by the SCM Unit.

6.2. PAYMENT OF CONSULTANTS

The Municipal Manager will adopt a fair and reasonable remuneration framework for consultants in terms of regulation 5 (2) of the Regulations taking into account the rates:

- a) determined in the "Guideline on the fees for audits undertaken on behalf of the Auditor General of South Africa"; issued by the South African Institute of Chartered Accountants (SAICA);
- b) set out in the "Guide on Hourly Fee Rates for Consultants issued by the Department of Public Service and Administration; or
- c) as prescribed by the body of regulating the profession of the consultant.

The travel and subsistence costs of consultants must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time. (Regulation 5 (8).)

6.3. REVIEW AND APPROVAL

This policy will be reviewed as and when required but at least annually.

ANNEXURE A: NEEDS ASSESSMENT

Scope: Details on type of consulting services required.	
Motivation & Identification of Gaps: <i>(Reasons confirming that the municipality does not have the requisite skills or resources in its permanent employment to perform the services required)</i>	
Are there any legal requirements for consultants to be appointed	
Is the specialized consultant skills not ordinarily required (day-to-day operations) by municipality;	
Is it necessary to maintain these skills in-house i.e. a skills transfer programme applies or if the demands are a once-off or temporary basis (including intermittent service)	
Urgency, in terms of time-based demands, example reporting and specialists not on the municipality's payroll	
Professional services in terms of business, finance, advisory, infrastructure, planning, laboratories or veterinary	
Whether the consultant skills/service are appropriate as the service is linked to a professional indemnity requirement (outsourcing / transfer of risk)	
Whether the consultant skills/service are critical for service delivery and or for compliance (and if skills transfer will be required)	
Effect if Services are not procured	

ANNEXURE B: COST CONTAINMENT CONSIDERATION: REQUIREMENTS

Clause	Description	Comply: Yes / No / Not Applicable - Comments
5 (1)	Municipality or municipal entity may only appoint consultants if an assessment of the needs and requirements confirms that the affected municipality or municipal entity does not have the requisite skills or resources in its full -time employ to perform the function.	
5 (2)	An accounting officer must adopt a fair and reasonable remuneration framework for consultants taking into account the rates - (a) determined in the "Guideline on fees for audits undertaken on behalf of the Auditor - General of South Africa ", issued by the South African Institute of Chartered Accountants; (b) set out in the "Guide on Hourly Fee Rates for Consultants ", issued by the Department of Public Service and Administration; or (c) as prescribed by the body regulating the profession of the consultant.	
5 (3)	The tender documentation for the appointment of consultants must include a clause that the remuneration rates will be subject to negotiation, not exceeding the applicable rates mentioned in sub -regulation (2).	
5 (4)	When negotiating cost -effective consultancy rates for international consultants, the accounting officer may take into account the relevant international and market –determined rates.	
5 (5)	When consultants are appointed, an accounting officer must -	
5 (5) a	Appoint consultants on a time and cost basis with specific start and end dates	
5 (5) b	Where practical, appoint consultants on an output- specified basis, subject to specific measurable objectives and associated remuneration;	
5 (5) c	Ensure that contracts with consultants include overall cost ceilings by specifying whether the contract price is inclusive or exclusive of travel and subsistence disbursements;	
5 (5) d	Ensure the transfer of skills by consultants to the relevant officials of a municipality or municipal entity;	
5 (5) e	Undertake all engagements of consultants in accordance with the Municipal Supply Chain Management Regulations, 2005 and the municipality or Municipal entity's supply chain management policy	
5 (5) f	Develop consultancy reduction plans to reduce the reliance on consultants	
5 (6)	All contracts with consultants must include a fee retention or penalty clause for poor performance.	
5 (7)	Municipality or municipal entity must ensure that the specifications and performance are used as a monitoring tool for the work to be undertaken and are appropriately recorded and monitored.	
5 (8)	The travel and subsistence costs of consultants must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time.	
5 (9)	The contract price must specify all travel and subsistence costs and if the travel and subsistence costs for appointed consultants are excluded from the contract price, such costs must be reimbursed in accordance with the national travel policy of the National Department of Transport.	

RETIREMENT POLICY

The purpose of this policy is to establish the normal age of retirement and the principles for a fair and consistent assessment of applications for extension beyond retirement.

*Human Resources
Policies*

CONTENT

PAGE NUMBER

1.	Introduction	2
2.	Purpose	2
3.	Legal Framework	2
4.	Applicability	3
5.	Principles	3
6.	Policy Provision	3
7.	Normal Retirement	3
8.	Early Retirement	3
9.	Extension beyond Normal Retirement Age	4
10.	Minimum Requirements	4
11.	Terms of Appointment	5
12.	Responsibility Framework	5
13.	Implementation of the Policy	5
14.	Monitoring	5
15.	Enforcement	5
16.	Commencement	5

1. INTRODUCTION

Section 187(2)(b) of the Labour Relations Act 66 of 1995 provides that: 'a dismissal based on age is fair if the employee has reached normal or agreed retirement age for persons employed in that capacity. An organization may therefore determine a normal or agreed retirement age.

The Municipality has adopted the normal retirement age of 65 years for its entire permanent staff (Males and Females) but recognizes the need to retain certain exceptional, highly skilled and productive staff, particularly those in scarce skill disciplines, beyond the age of 65 years. It accordingly permits extensions beyond retirement subject to the rules of the relevant retirement funds.

2. PURPOSE

The purpose of this policy is to clarify the different circumstances under which a permanent staff member may retire and the benefits associated with retirement and to identify the circumstances under which an individual may be appointed after reaching the retirement age of 65 years.

3. LEGAL FRAMEWORK

This policy is underpinned by the following pieces of legislation:

- The South African Constitution Act 108 of 1996
- The Labour Relations Act 66 of 1995
- Basic Conditions of Employment Act, Act 75 of 1997

4. APPLICABILITY

The policy applies to all new permanent staff employed by the Witzenberg Municipality as from date of approval of this Policy by Council. The policy excludes contract staff members as these are catered for in terms of the contract agreement signed with the employer. The policy further excludes the section 57 and 56 positions and Councillors of the Municipality.

5. PRINCIPLES

Staffs who are retiring shall be given at least one year's notice, of the decision to Grant extension beyond retirement or not, in order to facilitate planning.

There shall be fairness, consistency and transparency in the criteria as set out in paragraph 6.3 and procedures for granting extensions beyond retirement.

All Directors shall provide detailed reasons for recommendations.

Applicants for extension beyond retirement shall be treated with sensitivity but no extension beyond retirement shall be granted purely on compassionate grounds.

All applications for extension beyond retirement shall be considered by the Municipal Manager, which shall make the final decision.

There shall be no appeals with respect to the decision of the Municipal Manager.

6. POLICY PROVISIONS

6.1 Normal Retirement

The Witzenberg Municipality values the contributions made by all staff regardless of neither age or gender. It nevertheless recognises that some level of staff turnover is essential in order to introduce new skills and approaches or to re-focus activities that impact on the success of the Municipality. Staff turnover is also imperative if the Municipality is to achieve its transformation goals.

The normal age of retirement for all permanent staff (male and female) shall accordingly be 65 years of age and shall take effect at the end of the month in which the staff member reaches the age of 65 years.

All contracts of employment of permanent staff, who are members of the Council's retirement funds, automatically terminate at the end of the month in which the staff member reaches the age of sixty-five years.

6.2 Early Retirement

Subject to the rules of the relevant retirement funds of the Witzenberg Municipality, staff at the age of fifty-five years (55 years) and older may apply to retire before their normal retirement age. If a staff member decides to do so, adequate notice must be given to the accountable Director and Municipal Manager.

6.3 Extensions beyond Normal Retirement Age

The Witzenberg Municipality recognises the need to retain certain exceptional, highly skilled and productive staff beyond the normal age of retirement. Accordingly, the Municipality may, grant an extension beyond normal retirement to a staff member who has reached normal retirement age, for a period of up to one (1) year, in the first instance, with the possibility of a further extension for up to two years.

Notwithstanding the period of extension granted, a staff member on extension beyond normal retirement age must meet or exceed the expectations for their post in the annual performance assessment process. Should their performance fall below expectation in any year of assessment, their fixed contract may be terminated. Extensions beyond retirement shall not be automatic and shall depend on:

Assessment of options for filling the post

Prior to assessing a potential retiree for an extension beyond retirement, the relevant senior managers shall consider:

The strategic, operational and or academic priorities of the relevant Directorate to determine if resources should be allocated to the post;

The need to use the post to enhance transformation, in terms of achieving employment equity goals of the Directorate;

The likelihood of filling the post taking into account any specialized skills required for the post as well as likely availability of a replacement given prevailing market trends.

If after assessing options for the post, it is confirmed that an extension beyond retirement is possible, the staff member shall have to be assessed in terms of the following criteria.

Minimum Requirements:

A sustained high level of performance by the staff member. This assessment shall be based largely on the annual performance reviews of the staff member once the Performance Management system has been implemented. In addition to the minimum criteria the incumbent must meet at least three of the following requirements.

Possession of specialized or scarce skills and qualifications that is difficult to Replace through normal recruitment due to prevailing market factors.

Key level of involvement in a major project where continuity is imperative for success.

High ongoing productivity.

Proven record in terms of income generation.

Evidence of continuing professional development and adaptability to new

Trends and developments in his/her field.

6.4 Terms of Appointment

Remuneration

Where there is no change in the workload and level of responsibility, the staff member shall retain his/her salary as at normal retirement date and shall remain on pensionable service subject to rules of the relevant retirement fund.

Staff members who have previously retired from a retirement fund and have been re-appointed may not be reinstated onto The Council's retirement fund.

Dependent on the specific needs of the Section, it may be decided that the staff member be extended on a reduced workload basis. In such cases the salary shall be determined on a fractional basis, taking into account the recommendations of the Municipal Manager.

7. RESPONSIBILITY FRAMEWORK

Development and Review

The Corporate Services Department will be responsible for the development and review of this policy every 3 years except where circumstances dictate otherwise in terms of earlier review. Any changes to the policy shall be made by the Full Council

8. IMPLEMENTATION OF THE POLICY

All permanent staff members who are part of this policy in terms of its applicability above, managers and Directors will have to uphold the principles of this policy in terms of oversight and administration thereof.

Line Managers are responsible for managing their staff be on the alert for staff members who are reaching retirement age within the institution.

9. MONITORING

All Managers are responsible for monitoring this policy in their respective departments.

10. ENFORCEMENT

All Heads of Departments and Line Managers and supervisors must ensure that these provisions are strictly complied with and it is also the duty of the employees themselves to see to it that the policy is adhered to and that any irregularity in terms of the procedure of this policy is brought to the attention of the Management.

11. COMMENCEMENT

This policy will come into effect when adopted by Council.

Council Approval: **Date:**

LEAVE POLICY

This policy serves to guide Management and Employees the application of different leave types as required by Witzenberg Municipality

Human Resources
Policies

CONTENTS

NUMBER	DESCRIPTION OF LEAVE TYPE	PAGE NUMBER
1	PREAMBLE	2
2	PURPOSE	2
3	OWNERSHIP	2
4	TYPE OF POLICY	2
5	DEFINITIONS	2
6	APPLICATION FOR LEAVE	3
7	GRANTING OF LEAVE	3
8	ANNUAL LEAVE	3
9	ACCUMULATION OF LEAVE	4
10	PAYMENT OF ANNUAL LEAVE ON TERMINATION OF EMPLOYMENT	4
11	LEAVE FOR LONG SERVICE RECOGNITION	4
12	SICK LEAVE	5
13	ADDITIONAL SICK LEAVE	7
14	FAMILY RESPONSIBILITY LEAVE	7
15	MATERNITY LEAVE	8
16	ABSENCE FROM DUTY DUE TO INJURY ON DUTY	8
17	SPECIAL LEAVE	9
18	STUDY LEAVE	9
19	LEAVE OF ABSENCE FOR OBLIGATORY COURSES	10
20	TO ATTEND A COURT OF LAW	10
21	SPORTS PARTICIPATION	10
22	QUARANTINE AND ISOLATION	11
23	LEAVE WITHOUT PAY	11
24	TIME OFF FOR UNION ACTIVITIES	12
25	WORK STOPPAGES, TRANSPORT DTRIKES, COMMUNITY PROTEST ACTIONS, EXTREME WEATHER CONDITIONS AND OTHER UNUSUAL CIRCUMSTANCES	12
26	RELOCATION LEAVE	13
27	UNAUTHORISED ABSENCES	13
28	ADMINISTRATIVE MEASURES FOR MANAGERS AND CONTROL OF LEAVE	13
29	REVISION OF LEAVE	13

1. PREAMBLE

Witzenberg Municipality's employees will be granted leave in accordance with the Conditions of Service of the Municipality.

1.1 The Conditions of Service are based on and consistent with:

- 1.1.1 The Labour Relations Act (66 of 1995)
- 1.1.2 The Basic Conditions of Employment Act (75 of 1997)
- 1.1.3 Employment Equity Act (55 of 1998)
- 1.1.4 Compensation for Occupational Injuries and Diseases Act (130 of 1993)
- 1.1.5 Collective Agreement of the Western Cape – Conditions of Services

1.2. Leave of Absence is classified as follows:

- 1.2.1 Annual Leave
- 1.2.2 Sick Leave with Full or without pay
- 1.2.3 Family Responsibility Leave
- 1.2.4 Maternity Leave
- 1.2.5 Absence from work due to injury
- 1.2.6 Special Leave
- 1.2.7 Time off for Union Activities
- 1.2.8 Unusual Circumstances
- 1.2.9 Unauthorised Absence
- 1.2.10 Unpaid Leave

Witzenberg Municipality's Leave policy is in accordance with the Basic Conditions of Employment Act, Collective Agreement on Conditions of Services in the Western Cape and in some cases additional benefits have been added.

2. PURPOSE

The purpose of this policy is to regulate leave of absences and to provide guidelines for Witzenberg Municipality's management and Staff.

3. OWNERSHIP

The Human Resources Section is the custodian of this policy.

4. SCOPE OF PRACTICE

This policy applies when municipal employees seeks permission to be granted leave.

5. TYPE OF POLICY

This policy is of an operational nature.

6. DEFINITIONS

- 6.1 Accrued Leave :
Refers to leave days provided at an incremental rate of 2 days per month up to 24 days per annum
- 6.2 Accumulated Leave :
Refers to any untaken leave days which are carried forward
- 6.3 Calendar Month :

A period from the first to the last day of any of the twelve calendar months of the year, both dates included.

- 6.4 Employee :
An employee who is in the employment of Witzenberg Municipality on a permanent/Temporary Basis
- 6.5 Pay :
Refers to the applicable salary scale
- 6.6 Compulsory Leave :
Leave that need to be taken before or on 30 June annually, otherwise it will be forfeited automatically after the 30 June.
- 6.7 Ex Gratia Sick Leave :
Is additional sick leave granted to an employee in deserving circumstances at the discretion of the Municipal Manager
- 6.8 Religious Leave :
It is leave taken for the purpose of spiritual beliefs or observances

7. APPLICATION FOR LEAVE

- 7.1 An employee should, under normal circumstances, apply for annual leave at least 5 working days before the proposed date of leave.
- 7.2 This application for leave should be submitted on the SAMRAS PLUS ELECTRONIC LEAVE system if not activated yet on the municipality's official leave form.
- 7.3 If Special Leave is required, the specific type of leave must be indicated on the SAMRAS PLUS ELECTRONIC LEAVE system, if not activated on the municipality's official leave form.
- 7.4 An employee who has applied for annual leave may not be absent from office before receiving approval from the relevant Director

8. GRANTING OF LEAVE

- 8.1 Leave will be granted with due regard to the needs of the operational requirements in the directorate
- 8.2 An application for leave must be made on the SAMRAS PLUS ELECTRONIC system, if not yet activated on the municipality's official leave form.
- 8.3 The relevant Line Function Director approves leave before an employee may go on leave.
- 8.4 Subject to Consultation with the employee, leave already granted may at any time be changed or withdrawn, and the employee may be required to take the whole or a portion of the annual leave due to him or her at an alternative date as agreed.

9. ANNUAL LEAVE

9.1 NUMBER OF LEAVE DAYS

The Annual leave accrues on a Pro Rata basis at 2 days per month adding up to 24 days per year.

- 9.1.1 Annual Leave may not be taken in the first 17 days from the date of commencement of employment
- 9.1.2 After the 17 working days of employment, an employee will be entitled to 1 day on full remuneration
- 9.1.3 Compulsory leave may be granted to employees as per annual Council Resolutions for Business Closure Times over December Festive Season

Times. Annual Leave Forms need to be submitted by all Staff and these days falls within the 24 Annual Leave Days Staff members receives annually.

- 9.1.4 Employees must take a minimum of 16 consecutive working days per year cycle.
- 9.1.5 Any untaken accrued leave must be taken no later than six (6) months after the end of the annual leave cycle. Employees must manage their own leave wrt the 16 consecutive leave days.
- 9.1.6 An Employee should, under normal circumstances, apply for leave at least 5 working days before the proposed date of annual leave.
- 9.1.7 Annual Leave for shift workers should be planned and scheduled as far as possible, preferably at the beginning of a leave cycle (January of each year in conjunction with the shift roster)

9.2 ACCUMULATION OF LEAVE

- 9.2.1 No remuneration in Lieu of any accumulated leave will be paid whilst employed by Witzenberg Municipality.
- 9.2.2 Employees will be required to use the accumulated leave prior to leaving the employment of Witzenberg Municipality.
- 9.2.3 For Resignations, employees are required to serve their notice period of at least one (1) calendar month at work to ensure a smooth handover of their duties. This means that employees cannot use their accumulated leave in Lieu of the one (1) calendar month notice period that they must serve at work.
- 9.2.4 If an Employee gives notice over a period of leave or does not serve the one (1) calendar month notice period, contrary to policy, the employee will forfeit their salary for last month of service.

9.3 PAYMENT OF ANNUAL LEAVE ON TERMINATION OF EMPLOYMENT

- 9.3.1 Witzenberg Municipality will not pay out any leave except on termination of employment, which will be payable the month following month of termination.
- 9.3.2 In the case of Termination of Employment, a payment up to a maximum of 48 working days leave accrued will be paid to employees.
- 9.3.3 Annual Leave may not be taken in the employee's notice month.

9.4 LEAVE FOR LONG SERVICE RECOGNITION

In addition to normal annual leave, an employee shall qualify for the following additional leave as recognition for continuous long service at Witzenberg Municipality or legal predecessor which shall be credited once on the date on which the various periods of continuous service are completed

- 9.4.1 An employee must take the long Service leave within one (1) year or may wholly or partially encashed leave
- 9.4.2
 - 10 years : Qualify for 10 working days
 - 15 years : Qualify for 15 working days
 - 20 years : Qualify for 20 working days
 - 25 years : Qualify for 25 working days
 - 30 years : Qualify for 30 working days plus 14th cheque
 - 35 years : Qualify for 35 working days plus 14th cheque

40 years	: Qualify for 40 working days plus 14 th cheque
45 years	: Qualify for 45 working days plus 14 th cheque

10. SICK LEAVE

10.1 ACCRUAL OF SICK LEAVE

- 10.1.1 Sick Leave is granted in terms of working days. Each employee will be entitled to 80 working days paid sick leave in a three (3) year cycle.
- 10.1.2 During the first six (6) months of employment, an employee will be entitled to one (1) day's paid leave for every twenty-six (26) days worked.

10.2 GRANTING OF SICK LEAVE

- 10.2.1 Paid sick Leave will be granted only in respect of absence from duty of an employee due to an illness.
- 10.2.2 An employee who is absent due to ill- health must report his/her absence within 2 hrs of scheduled working starting time. Reporting should be on or before 10h00 am to his/her immediate Superior.
- 10.2.3 Submission of Sick Leave forms or via SAMRAS PLUS ELECTRONIC system should be done on the day employee returned to work and be same approved by Seniors.

10.3 SUBMISSION OF MEDICAL CERTIFICATE

- 10.3.1 If an employee is absent from duty for a continuous period of more than two (2) consecutive working days owing to illness, he/she may be granted sick Leave, only if he/she furnishes a valid medical certificate signed by a medical practitioner, dentist ,psychologist ,Registered Traditional Healers or any other person who is certified to diagnose and treat patients, and who is registered with a Professional Council for Medical Practitioners / Traditional Healers established by an Act of Parliament.
- 10.3.2 Witzenberg Municipality may, in accordance with the Basic Conditions of Employment Act, require the submission of a medical certificate in respect of a shorter period (i.e. two (2) consecutive working days or less) of absence due to illness. This applies in the cases of absence on a Friday or a Monday or the day preceding or following a public holiday.
- 10.3.3 Witzenberg Municipality may require a medical certificate before paying an employee who has been absent on more than two (2) occasions during an eight (8) week period.
- 10.3.4 Witzenberg Municipality will not pay an employee for the days on which he/she was absent from work for more than two (2) consecutive working days if he/she does not produce a valid medical certificate that complies with the prescribed medical standard.
- 10.3.5 Subject to any enquiry, Witzenberg Municipality may refuse to grant sick leave with pay in respect of any absence from duty to which a medical certificate relates (i.e. if an employee only visited a dr and not booked off). In such cases it may be determined that the absence is unauthorised and without pay and may result in disciplinary action being taken against the employee.

10.4 ACCEPTANCE OF MEDICAL CERTIFICATES

10.4.1 For purposes of normal sick leave medical certificates issued and signed by the practitioner and persons who are certified to diagnose and treat patients and who are registered with the following professional councils established by an Act of Parliament shall be accepted:

10.4.1.1 The Health Professions Council of South Africa

10.4.1.2 The South African Nursing Council

10.4.1.3 South Africa Traditional Healer's Practitioners Act 2007

10.4.2 The registration details of service providers could be confirmed with the above –mentioned councils

10.4.3 A medical certificate must contain the following information:

10.4.3.1.1 The name, address and qualification of the Medical Practitioner/ Dental Practitioner/ Traditional Healer registered with the council issuing the certificate

10.4.3.1.2 The Medical Practitioners contact number and physical address of practice

10.4.3.1.3 A Proper practice and registration number

10.4.3.1.4 Date of the medical Examination

10.4.3.1.5 Name of Patient

10.4.3.1.6 Words to the effect "I HAVE EXAMINED" (Name of Employee) and find him/her "TO BE UNFIT FOR WORK" for a period of (Date from till Date to). The Medical Practitioner does not have to give a diagnosis because of Doctor/ Patient privilege.

10.4.3.1.7 Signature of the Medical Practitioner.

10.4.3.1.8 The Medical Certificate must be an original document and it must be legible (No fake Medical Certificates)

10.4.3.1.9 Date of issuing certificate by the Medical Practitioner

10.5 NONE ACCEPTANCE OF MEDICAL CERTIFICATES

10.5.1 Medical Certificates with the following wording will NOT be accepted as Sick Leave, words to the effect of the following:

10.5.1.1 "I was INFORMED by the patient "that he/ she suffers some illness
OR

10.5.1.2 As "REPORTED" to me the patient is suffering from backaches and is Unable to work.

10.6 TYPES OF INSTANCES THAT DOES NOT QUALIFY FOR SICK LEAVE

10.6.1 Appointments to see Medical Practitioners

10.6.2 Collecting Medicine from the pharmacy/ Hospital/Clinic

10.6.3 Visits to Specialist

10.6.4 Tests

10.6.5 Medical Consultations

10.6.6 Routine Check ups

10.6.7 Routine medical Examinations

10.6.8 Routine Dental visits

10.6.9 Routine Eye Tests

10.6.10 Routine Dieticians Visits

10.6.11 Routine Therapy Sessions

10.7 SICK LEAVE WITHOUT PAY

If an employee has used all the sick leave provided for (80 days in a three (3) year cycle), he/she will be booked on sick leave without pay for the duration of such leave.

An Employee may use his /her annual leave days if available, to cover such sick leave.

10.7.1 Sick Leave without pay will also be granted to an employee if:

- 10.7.1.1.1 He/she absents him / herself for more than two (2) consecutive working days and he/she fails to provide the required medical certificate or
- 10.7.1.1.2 The Employee has been absent on more than two (2) occasions during an eight (8) week period and, despite a request from Witzenberg Municipality's Human Resources Section, does not produce the required medical certificate.
- 10.7.1.1.3 When an employee abuses the system during the normal sick leave (eg. A pattern of regular sick leave on Mondays, Fridays, before and after a Public Holiday) and fails to produce a valid medical certificate. A formal Process will be followed known as Incapacity Procedure.

10.8 SICK LEAVE DURING A PERIOD OF ANNUAL LEAVE

If an employee becomes ill while on paid annual leave, that portion of his/her annual leave may be converted into sick leave on condition that:

- 10.8.1 He/she applies for such conversion in writing on the day of return from his/her annual leave.
- 10.8.2 A valid medical certificate is submitted

11. ADDITIONAL SICK LEAVE

- 11.1 Employees who have not taken more than 20 day's sick leave at the end of the three (3) year sick leave cycle shall receive an additional ten (10) working days paid sick leave to which they will be entitled in the ensuing cycle.
- 11.2 No Employees shall become entitled to more than 120 working days' sick leave on full pay in a sick leave cycle.

12 FAMILY RESPONSIBILITY LEAVE

- 12.1 An employee is entitled to five (5) paid working days per annum after been working for Witzenberg Municipality for longer than four (4) months.
- 12.2 No employee will qualify for this type of leave if period of employment is less than four (4) months.
- 12.3 An employee's unused entitlement to leave in terms of this section lapses at the end of the calendar year in which it falls.
- 12.4 Laps date will always be 31 December annually.
- 12.5 These days cannot be carried over to following calendar year that starts on the 1 January each year.

- 12.6.1 Employees may use these five (5) days for any of the following instances. It is noted that employees only receive five (5) working days for any instance and not per instance:
 - 12.6.1.1 If an employee's Child is born
 - 12.6.1.2 If the employee's child is sick
 - 12.6.1.3 If the employee's spouse or life partner is sick
- 12.6.2 In cases of death:
 - 12.6.2.1 If employee's spouse, Life Partner, Parent, Adoptive Parent, Parents in –Law, Grandparent, Child, Adopted Child, Grandchild or Sibling.

DOCUMENTARY PROOF MUST BE ACCOMPANIED BY ALL APPLICATIONS

13 MATERNITY LEAVE

- 13.1.1 An employee, including an employee adopting a child under three (3) months, shall be entitled to receive three (3) months paid maternity or adoption leave with no limit to the number of confinements or adoptions. This leave provision shall apply to an employee whose child is still –born.
- 13.1.2 Maternity leave may commence four (4) weeks before confinement. Or on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child
- 13.1.3 To qualify for paid maternity leave, an employee must have one (1) year's continuous service with Witzenberg Municipality.
- 13.1.4 An Employee who has not completed one full year of continuous Employment with Witzenberg Municipality will be entitled to maternity leave without pay.
- 13.1.5 Witzenberg Municipality will provide such an employee with information and will assist with the submission of an application to the Unemployment Insurance Fund (UIF) which provides for payment of a portion of an employee's salary during maternity leave.
- 13.1.6 In cases where a baby is hospitalised, maternity leave may be interrupted for the period of such hospitalisation. Employee than have to take available annual leave if maternity leave has been exhorted. If no available leave, unpaid leave will be granted.
- 13.1.7 The application of maternity leave must be in writing, unless the employee is unable to do so, and must indicate the date on which the employee intends to commence maternity leave and return to work after maternity leave. This notification must be given at least four weeks before the employee intends to commence with maternity leave.
- 13.1.8 An employee may not work for six (6) weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

14. ABSENCE FROM DUTY DUE TO INJURY ON DUTY

- 14.1 Leave for Occupational accidents may be granted to an employee who is absent from duty due to:
 - 14.1.1 An Injury sustained in an accident arising out of and in the course of his/her duties, or
 - 14.1.2 A disease contracted in the course of and as a result of his/her duties
 - 14.1.3 Leave for Occupational accidents will be granted with full pay for the period he/she is incapacitated for duty.

- 14.1.4 Leave for Occupational accidents will not be granted if injury in an accident is attributable to the serious and wilful misconduct the employee after investigations results.
- 14.1.5 An employee who has been granted Leave for Occupational Accidents must submit a medical certificate that indicates the nature of the injury or illness and the period necessary for recuperation.
- 14.1.6 Leave for Occupational accidents will only be granted for a period recommended by a medical practitioner who will also be expected to recommend medical boarding if the Leave for Occupational Accidents granted becomes too extended and disrupts work of the organisation.
- 14.1.7 Witzenberg Municipality reserves the right to seek a second opinion.
- 14.1.8 Leave for Occupational accidents will not impact on the employee's sick leave and will not be taken into account in the calculation of sick leave or any other leave.
- 14.1.9 A Leave application for this type of leave still needs to be completed for the period of absence and it must clearly indicate that it is leave due to Occupational Accidents.

15. SPECIAL LEAVE

- 15.1. The following types of leave falls within the category of Special Leave:
 - 15.1.1 Study Leave
 - 15.1.2 Leave of absence for Obligatory courses/ study Requirement
 - 15.1.3 To attend court of law to give evidence on being summonsed as witness
 - 15.1.4 Sports Participation
 - 15.1.5 Quarantine and isolation under medical instruction
 - 15.1.6 Leave without Pay
 - 15.1.7 Application for Special Leave

15.1.1 STUDY LEAVE

- 15.1.1.1 Study Leave shall be granted in accordance with Council Policy.
- 15.1.1.2 Where no policy exist study leave shall be granted by the Municipal Manager or his assignee, which approval shall not be unreasonably withheld.
- 15.1.1.3 An employee is required to apply for approval of any Study Course in advance in writing to the Municipal Manager accompanied with the registration proof of study plus examination roster.
- 15.1.1.4 Study Leave shall be granted on the basis of one (1) day paid special leave for each day that an employee writes an examination plus an equivalent amount of days for Preparation for examinations. Eg When an employee writes 1 subject, the working day prior will be seen as 1 day preparation time.
- 15.1.1.5 When 2 Subjects / Modules are written on one day, Study Leave shall Be granted on the basis of one (1) day paid special leave for the day of Examination.
- 15.1.1.6 When 2 Subjects/ Modules are written on one (1) day, The preparation time will be 2 paid days.
- 15.1.1.7 When an Employee is required to write only one (1) examination on one (1) day in a calendar year, he/she shall be entitled to three (3) days special

Paid leave which shall include the day of examination.

15.1.2 LEAVE OF ABSENCE OF OBLIGATORY COURSE/STUDY REQUIREMENTS

15.1.2.1 The fields of study must be approved in advanced in accordance with Council policy and must be in accordance with requirement of the curriculum of the approved course.

15.1.2.2 Where no policy exists the fields of study), the study course must be recommended in writing by the relevant line Manager; Director and approved by Municipal Manager. Which shall not be unreasonably withheld.

15.1.2.3 An employee attending a training or study course subject to Council policy Shall be granted ten (10) days and thereafter one (1) day's paid special leave for every day's leave taken by the employee.

15.1.2.4 All employees are required to complete the "Recommendation for Approval Form" to attend any Courses.

15.1.2.5 Leave for Supplementary examination shall be granted to a maximum of two days per subject/module only when sufficient proof is provided.

15.1.2.6 Compulsory Training as per Workplace Skills plan, an employee shall be granted paid special leave for the full duration of the obligatory attendance requirements

15.1.3 TO ATTEND A COURT OF LAW TO GIVE EVIDENCE ON BEING SUMMONSED AS WITNESS

15.1.3.1 An employee is required to complete a leave form with proof of written Subpoena to immediate Superior within a reasonable time for approval if not within the normal 10days prior of due date of summonsed.

15.1.3.2 This leave only applies if an employee is summonsed to attend court as a witness and paid special leave will be granted.

15.1.3.3 Any employee who is arrested and appears in court as a result of charges laid by Witzenberg Municipality and who is later acquitted shall be granted paid special leave for the period of incarceration.

15.1.4 SPORTS PARTICIPATION

Any employee who is elected by a recognised sports association, which sport association must be recognized by the South African Sports Confederation and Olympic Committee (SASCOC) to:

15.1.4.1 Represent South Africa or the Province as participant in SASCOC recognized International or national Sport competitions inside as well as outside the Republic of South Africa, (with relevant Proof)

15.1.4.2 Accompany teams that will represent South Africa at SASCOC recognised International sports competitions inside as well as outside the Republic of South Africa as COACH or MANAGER (with relevant proof)

15.1.4.3 Officiate at SASCOC recognized international sporting event where the employee represents South Africa and a National South African sport team participate.

15.1.4.4 Shall be granted paid special leave for the duration of the event for these purposes not exceeding 20 working days.

15.1.4.5 Request for absence must be completed for Approval by Municipal Manager or his assignee.

15.1.5 QUARANTINE AND ISOLATION UNDER MEDICAL INSTRUCTION

15.1.5.1 Where a registered medical practitioner has placed an employee under quarantine / in isolation in terms of the Public Health Act, 1977 (Act No 63 of 1977) or any regulation in force thereunder, such an employee shall be granted paid special leave, provided that the medical certificate issued details of the period of absence and the reason therefore.

15.1.5.2 The Special Paid leave days may exceed 20 working days provided with updated medical proof of status of employee.

15.1.6 LEAVE WITHOUT PAY

Leave without pay as approved by the Municipal Manager or his assignee, which approval shall not be reasonably withheld, shall be subject to the Following conditions:

15.1.6.1 Only if an employee has no Annual or Sick leave totals available.

15.1.6.2 Only than Special leave without pay will be granted that will not exceed 20 working days

15.1.6.3 For the period of leave without pay, Witzenberg Municipality shall continue to make employer's contributions only to the employee's Group Life Insurance Scheme, Pension and Medical Aid Fund with the Understanding provided that the employee also makes his contributions to the said funds.

15.1.6.4 If the employee fails to make the above payments, the employer will stop with payments referred to in clause 15.1.6.3.

16. TIME OFF FOR UNION ACTIVITIES

16.1 ELECTION OF SHOPSTEWARDS

16.1.1 Once agreement has been reached on the delimitation and demarcation of constituencies, the trade union concerned shall be given access to Witzenberg Municipality's premises to conduct shop steward elections.

16.1.2 Such access shall allow the trade union three (3) hours during working time, Per constituency, to explain the role and duties of shop stewards, to receive nominations and to conduct elections.

16.1.3 The three (3) hours need to be continuous and shall be held after lunch Breaks / knock off times.

16.1.4 Applications for Holding meetings must be submitted 7 working days prior required date.

16.1.5 No meeting will be held on a Monday afternoon, Friday Afternoon, Prior and After Public Holidays.

16.2 MEETINGS AND FACILITIES

16.2.1 The Shopsteward shall be entitled to meet with members in their respective constituencies for a period of two (2) hours per month.

16.2.2 The Shopsteward Committee shall be entitled to hold four (4) general meetings with members per year.

16.2.3 Any such meetings shall be held during working hours for not more than

- two (2) hours during working time on a date to be approved by the employer, which approval shall not be unreasonably withheld.
- 16.2.4 The meeting shall take place after lunch time / knock- off time.
 - 16.2.5 The Shopsteward Committee may request additional meetings / time and such request shall not be unreasonably refused.
 - 16.2.6 A Shopsteward Committee shall be entitled to meet for a period not exceeding two (2) hours per month during working time
 - 16.2.7 Applications for Holding meetings must be submitted 7 working days prior required date.
- 16.3 TIME OFF FOR TRADE UNION ACTIVITIES AND TRAINING**
- 16.3.1 Shopstewards shall be entitled to Fifteen (15) working days per year with Full pay during working hours for trade union activities and training
 - 16.3.2 Six (6) days of each Shopstewards annual entitlement of time off shall be Pooled and re-allocated at the Trade Unions discretion to the Shopstewards At the employer concerned, provided that no single Shopsteward may take more than twenty –one (21) days off per Financial Book year and that the total days in the pool are not exceeded.
 - 16.3.3 The necessary leave forms must be submitted and approved by Line Manager and Relevant Director prior to taking time off for union leave.
- 17. WORK STOPPAGES, TRANSPORT STRIKES, COMMUNITY PROTEST ACTION, EXTREME WEATHER CONDITIONS AND OTHER UNUSUAL CIRCUMSTANCES**
- 17.1 Witzenberg Municipality acknowledge that all of above circumstances may arise from time to time.
 - 17.2 Where an employee is absent from duty as a result of above circumstances due to reasons outside employee and employers control, the “No work no pay” principle will apply
 - 17.3 Witzenberg Municipality may agree on one or the following options:
 - 17.3.1 That the employee takes the time/ day as a period of unpaid leave
 - 17.3.2 That an employee works back the time /day of absences or
 - 17.3.3 That the employee takes the time /day or days as annual Leave entitlements in order to receive full payment
 - 17.4 Where employees refuse to complete Annual leave forms whilst receiving full salary. Deductions against the subsequent remuneration of such employee will be effected for period of absence.
 - 17.5 All deductions will be a once off deduction
 - 17.6 Where an employee is prevented to attend work and where evidence can be produced of prevention, special Leave will be allowed.
 - 17.7 In cases of Health and Safety risks of Municipal Buildings that might cause damage and harm to employees and cannot be opened due to Legislative compliances, Special paid leave will be issued to effected employees located at affected Buildings. This Special leave is in addition to the Collective Agreement that is in force.

18. **RELOCATION LEAVE**

An employee may have the need to supervise the packing /loading and offloading / unpacking of his/her personal effects on resettlement as a result of being newly appointed at the Witzenberg Municipality.

18.1 An employee may submit request for annual leave and the employer shall not unnecessarily withheld approval of leave

18.2 A maximum of 2 annual leave approved days may be allowed.

19 **UNAUTHORISED ABSENCES**

Unauthorised absences from duty will, apart from any disciplinary action that may be taken against an employee, be regarded as absence without pay.

20. **ADMINISTRATIVE MEASURES FOR MANAGING AND CONTROL OF LEAVE**

20.1 Each Line Manager, Relevant Director is responsible and accountable to Constantly monitor and review the leave of employees and to ensure that trends are noted early; leave credits are adequate and negative balances are not allowed; Leave applications submitted timeously.

20.2 Each Director is responsible and accountable that only officials who are authorised in terms of the delegated powers approved for Leave as per Council Resolution.

20.3 The delegated authority must determine whether the leave application submitted is accurate and correct before they authorize the leave application

20.4 Human Resources Section reserves the right to Reject Incomplete Leave Forms and Departments will be issued with a Non Compliance Letter.

21. **REVISION OF POLICY**

This policy will be revised every third (3rd) year after approval by Council.

Recommended by Senior Managers Date.....

Recommended by Corporate and Finance Committee Date.....

Recommended by Local Labour Forum Date.....

Approved by Council Date.....

Review Policy Date.....

MAYORAL BURSARY FUND POLICY

Seeks to ensure that development, with specific emphasis on the youth of the Municipality, addresses the development needs and meets the ever growing need for goods and services, and to improve the standard of living and quality of life.

Human Resources
Policies

1. PREAMBLE

The Mayoral Bursary Fund Policy -

- 1.1 Acknowledges that development is integral to the life of every young person.
- 1.2 Seeks to ensure that development, with specific emphasis on the youth of the Municipality, addresses the development needs and meets the ever growing need for goods and services, and to improve the standard of living and quality of life.
- 1.3 Will regard youth as any persons between the ages of 18 and 35 years.

2. CRITERIA FOR AWARDING OF MAYORAL BURSARIES

Mayoral Bursaries may annually be awarded –

- 2.1 To well-deserving students who meet the prescribed requirements of the academic institution and this Policy.
- 2.2 To students' resident within the area of jurisdiction of the Witzenberg Municipality, with the exception of children of employees as provided for in Clause 2.3 below.
- 2.3 To children of employees in the service of the WITZENBERG MUNICIPALITY, either appointed in a permanent capacity or in a fixed term contract for twelve (12) months or longer.
- 2.4 With due regard to the Employment Equity Act, Skills Development Act, LGSETA guidelines on scarce skills, people with disabilities and other relevant legislative arrangements, and any other factors as may be determined by the Council.

3. ACADEMIC INSTITUTIONS

The Council will only award bursaries to students studying at accredited South African academic institutions.

4. ALLOCATION OF BURSARIES

- 4.1 Bursary allocations shall be subject to the availability of funds.

- 4.2 In the event of an applicant who receives a bursary and or assistance from another institution but which does not cover full costs, such an application will be considered.
- 4.3 The Witzenberg Municipality will pay study fees directly to the relevant educational institution.
- 4.4 The term "study fees" will be deemed to include registration, class fees, examination fees, and study material, but will not include any penalties that are imposed by the educational institution or membership of any student body.
- 4.5 No travelling, accommodation or subsistence expenses and general expenses will be funded.
- 4.6 Students must submit documentary proof by means of a statement, account or invoice on which the registration, class fees, examination fees, and study material that are payable are fully specified and defined.
- 4.7 If a student has paid the registration, class fees, examination fees, and study material, he/she may claim reimbursement on submission of documentary proof of the said amount.
- 4.8 No payments will be approved or activated without the documentary proof as explained in clause 4.6 and clause 4.7 above.

5. ADMINISTRATION OF THE MAYORAL BURSARY FUND

- 5.1 The Mayoral Bursary Fund will be administered by the Human Resources
Division: Training and Performance Management.
- 5.2 An invitation for participation in the Mayoral Bursary Fund will be advertised annually in the Municipality newspapers during the first week of August.
- 5.3 The advertisement must make provision for a period of four (4) weeks for submission of applications.
- 5.4 Applications must reach the offices of the Witzenberg Municipality by the due date as stipulated in the advertisement.
- 5.5 All bursary applications must be completed on the prescribed form (attached) and must be accompanied by originally-certified true copies of the following:
 - (a) Student's academic record;
 - (b) Identity document;

- (c) Proof of permanent residential address;
- (d) Proof of monthly household income;
- (e) Declaration that an applicant is not receiving a full bursary and or assistance from another institution; and
- (f) Any other document(s) as may be required from time to time.

5.6 The closing date for applications will be regarded as the date on which requirements as stipulated in this Policy should be met by applicants.

5.7 Incomplete bursary applications which lack the required supporting documentation, or late applications shall not be considered.

5.8 Witzenberg Municipality shall not be held responsible for students not being registered, should the process, for any reason whatsoever, be delayed or withdrawn.

6. BURSARY COMMITTEE

6.1 In order to ensure efficiency and transparency, a Bursary Committee will be established consisting of five (5) councillors designated by the Executive Mayor, under the Chairmanship of the Deputy Executive Mayor and two (2) officials designated by the Municipal Manager.

6.2 The Bursary Committee must:

- (a) Assess and evaluate the list of bursary applications in terms of this Policy
- (b) Make bursary awards recommendations to the Executive Mayor for final approval; and
- (c) Meet regularly to evaluate the progress and performance of students.

7. NUMBER OF YEARS FOR WHICH ASSISTANCE IS GRANTED

7.1 Students must re-apply annually for participation in the Mayoral Bursary Fund and submit their results for the previous academic year.

7.2 Bursary assistance will only be awarded to applicants who are studying towards the achievement of their first degree, diploma or certificate.

8. PARTNERSHIP BURSARY AWARDS

Witzenberg Municipality may choose to enter into a partnership with any organization or institution in providing a bursary.

9. WITHDRAWAL OF ASSISTANCE

- 9.1 Should Council be dissatisfied with a student's study performance based upon progress reports, it reserves the right to terminate any further payments and to disqualify such a student from future participation in the Mayoral Bursary Fund.
- 9.2 Progress reports referred to in clause 9.1 above must be submitted by students twice per year at the end of July and the end of January.
- 9.3 Submission of fraudulent information will lead to automatic disqualification and/or withdrawal of all financial assistance granted in terms of the Mayoral Bursary Fund, and/or a claim that all fees be paid back to the Witzenberg Municipality. In appropriate cases, the matter may also be reported to the South African Police Service.

10. GENERAL PROVISIONS

- 10.1 Students may not change from the courses and/or educational institution for which the Mayoral Bursary Fund has been allocated without prior consultation with and approval from, the Witzenberg Municipality and subject to the submission of full written reasons and motivation.
- 10.2 Bursary applicants must declare any relationship with either an employee(s) or a councillor(s) of the Witzenberg Municipality.

11. CONTRACTUAL OBLIGATIONS

- 11.1 Witzenberg Municipality may, where possible, provide the bursary holder(s) with practical work experience.
- 11.2 Students to whom participation in the Mayoral Bursary Fund have been granted will be obliged to sign a Study Agreement with the Witzenberg Municipality.

12. AMENDMENT OF THE POLICY

Witzenberg Municipality may from time to time amend this Policy and no one shall make a claim based on a previous policy.

MEMORANDUM OF AGREEMENT

Concluded
between

WITZENBERG MUNICIPALITY
(hereinafter called the
"MUNICIPALITY")

A
n
d

.....
.....
(ID Number
.....)
(hereinafter called the
"STUDENT")

WHEREAS the STUDENT wishes to undertake studies towards
(hereafter called the "qualification").

AND WHEREAS the MUNICIPALITY has agreed to financially assist the
STUDENT in regard to the attainment of the qualification, subject to the conditions
of this agreement.

**NOW THEREFORE THE PARTIES HERETO HAVE AGREED EACH WITH THE
OTHER:**

1. RESPONSIBILITIES OF THE WITZENBERG MUNICIPALITY

The WITZENBERG MUNICIPALITY undertakes to grant a
bursary in the amount of R..... (.....)
to the successful STUDENT for the minimum duration of the qualification as
stated herein, provided that –

- 1.1 The MUNICIPALITY undertakes to make available a bursary to the
STUDENT for the minimum period prescribed by the academic
institution for completing his/her qualification.
- 1.2 The MUNICIPALITY will make available a bursary which must be
utilised for registration, class fees, examination fees and study
material, however, excluding fees for any registration and/or subject
that the STUDENT has failed.

1.3 The bursary will only be payable by the MUNICIPALITY if the MUNICIPALITY is satisfied that the STUDENT has enrolled and registered as a full time student and has produced official documentation in this regard.

1.4 Bursary assistance will only be awarded to STUDENTS who are studying towards the achievement of their first degree, diploma or certificate

1.5 No travelling, accommodation or subsistence expenses and general expenses will be funded.

1.6 If a STUDENT has paid the registration, class fees, examination fees, and study material, he/she may claim reimbursement on submission of documentary proof of the said amount.

1.7 No payments will be approved or activated without the prescribed documentary proof.

2. OBLIGATIONS AND UNDERTAKING BY

STUDENT

The STUDENT undertakes –

2.1 To enrol and register as a STUDENT at an accredited South African academic institution which has been approved by the MUNICIPALITY.

2.2 After enrolment and registration, to undertake all studies and do all such other things as may be necessary to qualify himself/herself for the qualification.

2.3 To complete the qualification within the minimum period prescribed by the academic institution.

2.4 To furnish the MUNICIPALITY with acceptable written proof of registration for the qualification at the commencement of each year of study.

2.5 To furnish the MUNICIPALITY with a certificate detailing his/her examination results and general progress in July and January of each academic year.

DATED and SIGNED at this day of
.....20....

STUDENT

AS WITNESSES:

DATED and SIGNED at this day of
.....20....

for WITZENBERG MUNICIPALITY AS

WITNESSES:

MAYORAL BURSARY FUND APPLICATION FORM

(PLEASE NOTE: This form must be completed in the own handwriting of the applicant)



JOUBERT VAN VUUREN INC.
PROKUREURS • ATTORNEYS

PER REGISTERED POST

MACROPLAN
PO BOX 352
HOWARD PLACE
7450

Our Ref :
GV/at/L493

Your Ref :
0597/41

Date :
10 September 2013

**VREDEBES SUBSIDIZED HOUSING PROJECT: FARM 364/18 AND FARM 364/72
CERES: PROPOSED REZONING AND SUBDIVISION**

Dear Sirs

Your letter dated 27 August 2013 to the owner of Erf 8048, Morceaux Boerdery Trust was handed to us for reply.

We confirm that our client is in principle not opposed to the development of Vredebes.

Our client is a commercial farmer who farms with crop like vegetables and fruit. The necessary safeguards regarding fencing and security which will prevent occupants of the housing project to trespass on our client's farm must be incorporated in your plans. We request that you schedule a meeting with our Mr Van Vuuren to discuss this issue.

We reserve the right to object to the development unless the necessary security measures are incorporated to prevent theft of and damage to our client's fruit, irrigation equipment and other assets.

Yours faithfully
JOUBERT VAN VUUREN INC

per:  G. van Vuuren

Reg Nr / Reg No : 1929/G1019721

Telefoon / Telephone : 023 312 3162

Faks / Fax : 023 312 3083 (Alg/Gen)

Faks / Fax : 023 312 3822 (Akte/Convey)

E-pos / E-mail : gert@vanvuuren.co.za (Alg/Gen)

E-pos / E-mail : akte@vanvuuren.co.za (Akte/Convey)

Docex 1 Ceres

Postbus / P O Box 79 Ceres 6635

Voorrekkerstraat 54 Voorrekker Stead

Ceres 6636

DIREKTEUR / DIRECTORS : GERRIT JANSZ VAN VUUREN BA LLB & ALTUS B JOUBERT B.Comm LLB LLM

PROFESSIONELE ASSISTENT / PROFESSIONAL ASSISTANT : REINHYTE HUGO B.Comm LLB

KONSULTANT / CONSULTANT : LIZA DU TOIT BA LLB



JOUBERT VAN VUUREN
PROKUREURS - ATTORNEYS

Cape Lowlands Environmental Services

FAKS: 022 492 3435

Ons Verw : GV/IL/L388	U Verw :	Datum : 22 Junie 2011
--------------------------	----------	--------------------------

VREDEBES SEKURITEITSHEINING

Geagle Menere

Ons tree hierin op namens Morceaux Boerdery en bevestig dat ons voorheen die Munisipaliteit in kennis gestel het dat ons sekere aspekte met hul wil bespreek.

Ons plaas die volgende op rekord:

1. Ons klient, Morceaux Boerderytrust wat 'n boerdery bedryf op die plaas Morceaux ten bate van onder andere die bemagtigingsaandeelhouders, is bekommerd oor die vestiging van wooneenhede en 'n groot aantal persone op die plaas Vredebes, aangesien dit 'n sekere impak op ons klient se besigheid kan hê.
2. Ons klient ondersteun die Munisipaliteit se pogings om goedkoop en nood-behuising beskikbaar te maak en het waardering vir die else wat op u in die verband geplaas word.
3. Tans bly daar reeds 'n aantal mense op Vredebes en verstaan ons dat beplan word om 'n groot aantal mense daar te vestig en te hervestig.
4. Ons klient beoog nie om enigiens op enige tegniese gronde soos soneringsvereistes of ander gronde beswaar te maak teen u aanwending van Vredebes vir die huisvesting van voorheen benadeelde persone nie, maar is ons klient se voorneme in die verband daarop gegrond dat hul 'n sinvolle reëling met u kan tref vir die oprig van 'n sekuriteitsheining ter beskerming van ons klient se belange en produkte soos geproduseer op Morceaux.
5. Aangesien die Omheiningwet, Wet 31 van 1963, voorsiening maak vir die bydrae wat van 'n buurelenaar gehef kan word indien 'n heining opgegradeer word, versoek ons namens ons klient dat u in die ontwikkeling se begroting daarvoor voorsiening maak.

Reg Nr / Reg No : 1992/15197/21

Telefoon / Telephone : 023 312 3153

Faks / Fax : 023 312 3463 (Alg/Gen)

Faks / Fax : 023 312 3822 (Akies/Convey)

E-pos / E-mail : gerrit@vanvuuren.co.za (Alg/Gen)

E-pos / E-mail : altus@vanvuuren.co.za (Akies/Convey)

Doos 1 Ceres

Postbus / P O Box 78 Ceres 6835

Voorsteekstraat 64 Voorsteek Street

Ceres 6835

DIREKTORE / DIRECTORS : GERRIT J VAN VUUREN BA LLB & ALTUS B JOUBERT B.Comm LLB LL.M
KONSULTANT / CONSULTANT : LIZA DU TOIT BA LLB

6. Ons klênt het 'n kwotasie verkry van die koste om die gedeelte van die grensheining tussen Morceaux en Vredebes op te gradeer na 'n sekuriteitsheining om die persone wat u op Vredebes vestig en ons klênt se bewoners, eiendom en produkte te beveilig, welke koste in die omgewing van R180,000.00 gaan beloop.

† Ons ontvang graag u onderneming om 50% van die koste te dra en word ons klênt se regte volledig voorbehou tot en met ontvangs van die onderneming.

Ons verneem graag van u.

Vriendelik, die uwe
JOUBERT VAN VUUREN ING

per:
G VAN VUUREN

cc: admin@cles.co.za

Irma Leeuwner

From: CLES ADMIN [admin@cles.co.za]
Sent: 11 November 2010 09:01
To: Irma Leeuwner
Cc: nhanekom@cles.co.za
Subject: RE: DP REFERENCE: E12/2/3/2-B5/2-0726/08

Geagte Mnr van Vuuren

Ons erken ontvangs van u skrywe van 09/11/2010.

Ons sal u geskrewe kommentaar aanteken en sal U ophoogte hou met verdere ontwikkelings

Vriendelik, die uwe
Nicole Loebenberg
Admin

Cape Lowlands Environmental Services cc
POBox 70
Darling, 7345
Tel: 022 492 3435
Fax: 088 022 492 3435
admin@cles.co.za

From: Irma Leeuwner [mailto:gerit1@jvanvuuren.co.za]
Sent: 09 November 2010 12:19 AM
To: admin@cles.co.za
Subject: DEA: DP REFERENCE: E12/2/3/2-B5/2-0726/08

Ons verw: LDUT/IL/W410

**KOMMENTAAR OP VOORGESTELDE KONSTRUKSIE VAN VREDEBES LAE
INKOMSTE BEHUISINGSPROJEK, CERES**

Meneer

Ons rig hierdie skrywe aan u in opdrag van ons klient, Mnr Carel Izak Wiehahn (Kaapstorm
Eiendom 30 BK, Rag Nr. 2001/015101/23) die geregistreerde eienaar van Erf 3738,
Ceres.

Ons neem kennis van die voorgestelde ontwikkeling by Vredebes en wil graag as
volg daarop kommentaar lewer:

Dit is 'n gegewe dat diefstal van lewende hawe, landbouprodukte en toerusting sal toeneem
asook besoedeling in die vorm van rommel en huishoudelike afval.

Die reeds hoë insidensie van diefstal asook die Munisipaliteit se afvalbestuur, wat
heeltemal onvoldoende is om die huidige aanvraag te hanteer, is vir my 'n groot bron van
kommer.

Ons klient versoek gevolglik dat oorweging geskenk word aan effektiewe
grenslynbeveiliging, byvoorbeeld 'n buffersone vir beskerming teen diefstal en beskadiging
van infrastrukture en dat voldoende maatreëls in plek gestel word om besoedeling van

11/11/2010

waterlope te voorkom asook behoorlike maatreëls getref word om rioolnetwerkinstandhouding te doen.

Dit is ook baie droog gedurende die somermaande en is hier die moontlikheid van ernstige brandgevaar. Ons kliënt stel voor dat brandstroke en ander behoorlike brandbestrydingsmaatreëls in plek gestel word en/of dat daar voorsiening gemaak word vir 'n brandbestrydings buffersone.

Die beplande ontwikkeling sal ook 'n toeloop van voetgangers, fietse en swaar voertuie tot gevolg hê en behoort daar behoorlike verkeerkontrolemaatreëls getref te word om hiervoor voorsiening te maak.

Dit is ook voor die hand liggend dat die ontwikkelinge die waarde van omringende eiendomme en plase gaan beïnvloed en sal die daarstel van 'n sogenaamde groensone tussen die ontwikkeling en ander eiendomme hierdie impak verder kan versag.

Ons kliënt het begrip vir die behuisingsnood in Ceres, maar kan die ontwikkeling nie gedoen word ten koste van sy regte as elenaar.

Ons versoek dat u ons kliënt se kommentaar goedgegunstiglik oorweeg en ontvang ons dan graag so spoedig moontlik u terugvoering in dié verband.

Vriendelik, die uwe
Gerrit van Vuuren

JOUBERT VAN VUUREN ING
VOORTREKKERSTRAAT 84
CERES
6835

Tel: 023 3123152
Direkte faks: 086 647 2394

Reference/Verwysing/iRef: 15/4/2/8
Navrae/Enquiries: Mnr. D Nasson

03 Desember 2009

Morceaux Boerdery Trust
Posbus 135
CERES
6835

Geagte Me Van Rool

INSAKE: VREDEBES SEKURITEITSHENING

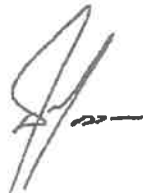
Bogemelde aangeleentheid en u skrywe gedateer 25 November 2009 verwys.

U voorstel is aanvaarbaar vir die Administrasie. Die besluitnemingsbevoegdheid is egter nie op ons vlak en verwys ons dit na die Raad.

Ons sal in Januarie 2010 aan u terugvoering gee.

By voorbaat dank.

Die uwe



MUNISIPALE BESTUURDER
DAVID NASSON

/mdk



consulting engineers
development planners
project managers

0534
09 November 2010

Cape Lowlands Environmental Services
Posbus 70
DARLING
7345

Meneer

RE: DEA:DP REFERENCES: E12/2/3/2-B5/-0726/08
PROPOSED CONSTRUCTION OF THE VREDEBES LOW INCOME HOUSING PROJECT,
CERES

1. U skriftelike kennisgewing N.Hanekom onder bovermelde opskrif gedateer 01 Oktober 2010 verwys.
2. Ons Kliënt, die Morceaux Boerdery Trust, eienaars van die westelike naasliggende landbou perseel Erf 8048, het versoek dat sy volgende kommentaar in antwoord op u Konsep omgewingsimpakverslag soos voorgehou skriftelik en binne die spertydperk by u op rekord geplaas word in antwoord op u versoek daartoe.
 - 2.1 By gebrek aan enige spesifieke skriftelike terugvoer en ondernemings soos versoek vanaf die Munisipaliteit Witzenberg ten opsigte van sake geopper in ons skrywe gedateer 12 November 2008 (weer volledigheidshalwe hierby ingesluit) versoek ons Kliënt sodanige formaat direkte beantwoording.
 - 2.2 Die Morceaux Boerdery Trust versoek ook as voorwaarde by bou van diensle en topstrukture dat alleenlik plaaslike arbeid aangewend word tot voordeel van die plaaslike gemeenskap.
3. Ons versoek u skriftelike bevestiging van ontvangs hiervan asook spesifieke voorlegging aan die Munisipale Bestuurder Munisipaliteit Witzenberg.

Die uwe

M.J. Louw (Pr. Ing. 820418)

Namens en met volmag, Morceaux Boerdery Trust

- | | |
|----------------------------|---|
| 1. Morceaux Boerdery Trust | Per e-pos: Innis Nagel (innis@cillie.co.za) |
| 2. Laastedrif Boerdery | Per epos: laastedrif@lando.co.za |

PO Box 686, Ceres, 6835 E-mail: jlouwcd@lando.co.za Tel: 023-316 1429 Fax: 086 524 4539
Cell: 083 627 2298 Mazoe, CERES, 6835 21 Alexander Street, PAARL, 7646
CIYAYA DEVELOPMENT CONSULTANTS CC * CC No.: 96/52580/23
Members / Lede: M J Louw Pr. Eng. 820418 & J D Louw

MORCEAUX BOERDERY TRUST



Morceaux Trust

Posbus 135, Ceres, 6835

Tel : 023 3162366

Faks : 023 3162385

Boerdery

BTW : 490201839

25 November 2009

Die Munisipale Bestuurder
Munisipaliteit
Ceres

PER HAND

Aandag: Mnr Nasson

VREDEBES SEKURITEITSHAINING

Geagte Meneer

Ons verwys na vorige gesprekke in die verband en bevestig dat ons die volgende aspekte graag weer met u wil bespreek:

1. Ons is, as buureienaar wat 'n boerdery bedryf op die plaas Morceaux ten bate van die Morceaux Deelnemingstrust en ons ander aandeelhouders, bekommerd oor die vestiging van wooneenhede en 'n groot aantal persone op die plaas Vredebes aangesien dit 'n sekere impak op ons besigheid kan hê.
2. Ons ondersteun die Munisipaliteit se pogings om goedkoop en nood-behuising beskikbaar te maak en het waardering vir die eise wat op u in die verband geplaas word.
3. Tans bly daar reeds 'n aantal mense op Vredebes en verstaan ons dat beplan word om 'n groot aantal mense daar te vestig en te hervestig.
4. Ons beoog nie om enigsins op enige tegniese gronde soos soneringsvereistes of ander gronde beswaar te maak teen u aanwending van Vredebes vir die huisvesting van voorheen benadeelde persone nie, maar is ons voorneme in die verband daarop gegrond dat ons 'n sinvolle reëling met u kan tref vir die oprig van 'n sekuriteitsheining ter beskerming van ons belange en produkte soos geproduseer op Morceaux.
5. Alhoewel die Omheiningswet, Wet 31 van 1963, voorsiening maak vir die bydrae wat van 'n buureienaar gehef kan word indien 'n heining opgegradeer word, besef ons dat u in terme van u begroting en finansiële druk, moontlik nie nou dadelik 'n bydrae tot die opgradering van die heining kan lewer nie.

Morceaux Boerdery Trustees

Pieter Rossouw Cillie Aletta Cornelia Cillie Monelo Vanqa Piet de Vlam Anna van Rool

6. Ons het 'n kwotasie verkry van die koste om die gedeelte van die grensheining tussen Morceaux en Vredebes op te gradeer na 'n sekuriteitsheining om die persone wat u op Vredebes vestig en ons bewoners, elendom en produkte te beveilig welke koste in die omgewing van R160 000.00 gaan beloop. Ons stel voor dat in ruil vir die feit dat ons die koste van hierdie heining finansier, u ons kwytsteld van die betaling van huurgeld vir die gedeelte van die Forelle boord wat ons van u huur, vir die volgende 3 jaar.

Ons sal graag die aangeleentheid in 'n mondelinge gesprek verder met u wil bespreek indien u ons voorstel in hierdie verband verder wil verfyn.

Ons verneem dan graag van u.

Vriendelik, die uwe

Anna Van Rooi
ANNA VAN ROOI



28 April 2009

Mr. N. Hanekom
Cape Lowlands Environmental Services
P.O. Box 70
DARLING
7345

Sir,

RE: DEA: DP REFERENCE: E12/2/3/2-B5/2-0728/08

**PROPOSED CONSTRUCTION OF THE VREDEBES LOW INCOME HOUSING PROJECT,
CERES**

We received a Scoping Report for the above application on the 14th April 2009.

As Registered Interested and Affected Party we are disappointed that our earlier comments and proposals were not included in the report.

Our comments was made verbally to CLES and to the Municipal Manager during two meetings shortly after notices served for the proposed development.

We hereby want to confirm our comments and request that our issues and concerns be included in the report.

1. **Buffer Zone opposite Dutoit Vrugte site**

Since 1972 the Dutoit Group developed their site according to a master plan of the Municipality of Ceres.

We moved the entrance of this site from the Western border to the Northern border from the Calvinia Road to form a safer entry for the increasing traffic to and from the site.

2/...

2.

Our master plan includes moving our head office looking out onto the Calvinia Road.

As a major export company and one of the biggest employers in Ceres we request a green buffer zone along the Calvinia Road in this development.

This green zone will make entrance to Ceres more attractive as well as respect the value and development of our property.

2. Traffic control

The current situation of taxi's and other transport to and from Nduli plus heavy trucks to and from our site causes a dangerous situation. With the proposed development a service road should be incorporated plus provision for pedestrian and bicycle traffic.

3. Workers

The safety of the workers crossing the road to our site should be taken into account.

4. Noise

We operate an industrial site and want to register that the noise level of operating machinery during night and day shifts should be planned for.

5. Storm Water

We experienced flooding situations during heavy winter rainfall with storm water flow from our site underneath the Calvinia Road onto the proposed development. This should be taken into account with the proposed development.

6. Building Restriction

On both Dutoit Vrugte and Crispy Coolers site building restriction distance from the Calvinia Road was enforced. We request that the same restriction apply to the proposed development.

7. Electricity Line

We request that the existing overhead power line be replaced with underground lines.

8. Water Pipe

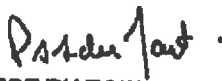
The municipal water pipe along our border will have to be replaced because brittleness and the line is too shallow to allow proper maintenance in the road reserve area.

3.

9. **Fire Protection Buffer Zone**

We specifically want to point out that the wooden bins and packing material that we use in our operations are highly flammable and therefore request a Fire Protection Buffer Zone nearest to the Western and Southern border of this development.

Regards,


PSF DU TOIT
DUTOIT GROUP (PTY) LTD
MANAGING DIRECTOR

Cc: Mayor: Breederiver Municipality
Mr. JAE Engelbrecht



raadgewende ingenieurs
ontwikkelingsbeplanners
projekbestuurders

12 November 2008

Cape Lowlands Environmental Services
Posbus 70
DARLING
7345
(Per geregistreerde pos)

SCOPING and EIA STUDY for VREDEBES, CERES, REF No: E12/2/3/2-B5/2-0726/08
ERF No: 8048

1. U gemelde kennisgewing van publieke deelnameproses soos gelewer het betrekking.
2. Ons verleenwoordig hierby in opdrag die Morceaux Boerdery Trust elenaars van Erf 8048 Ceres – die plaas Morceaux geleë aan die westelike grens van die beplande dorpsligging.
3. Ons Kliënt neem kennis van die beplande aksie deur die Munisipaliteit Witzenberg waarvolgens die naastiggende landbougronde bekend as die plaas VREDEBES hersoneer en onderverdeel staan te word vir doeleindes en aanwending soos omskryf.
4. Sodanige stap sou by implementering 'n baie beduidende impak hê op die volhoubaarheid van landbou in die direkte omgewing asook strategiese besluite op die medium tot langtermyn vir die Morceaux Boerdery Trust, 'n grondhervormingsprojek.
5. Ons Kliënt verneem derhalwe die bepiande optrede, formele besluite en ondernemings van die plaaslike owerheid ten opsigte van die volgende aspekte:
 - Voorstelle tot effektiewe grenslynbeveiliging om diefstal, beskadiging van infrastruktuur en verliese, welke reeds ondervind word, te voorkom;
 - uitklaring insake toekomstige hoofpadnetwerk en invulling van verdere dorpsuitbreiding in die gebied binne die driehoek gevorm deur Ceresdorp, Nduli en Bella Vista;
 - die moontlike vervreemding van Vredebes waterrege aan die Morceaux Boerdery Trust;
 - die finale aanwending en beplande tussentydse benutting van alle onbenutte gedeeltes van Vredebes;

- maatreëls tot voorkoming van besoedeling van natuurlike waterlope stroomaf oor Morceaux voortspruitend uit stormwateruitlate en oneffektiewe rioolnetwerkinstandhouding.

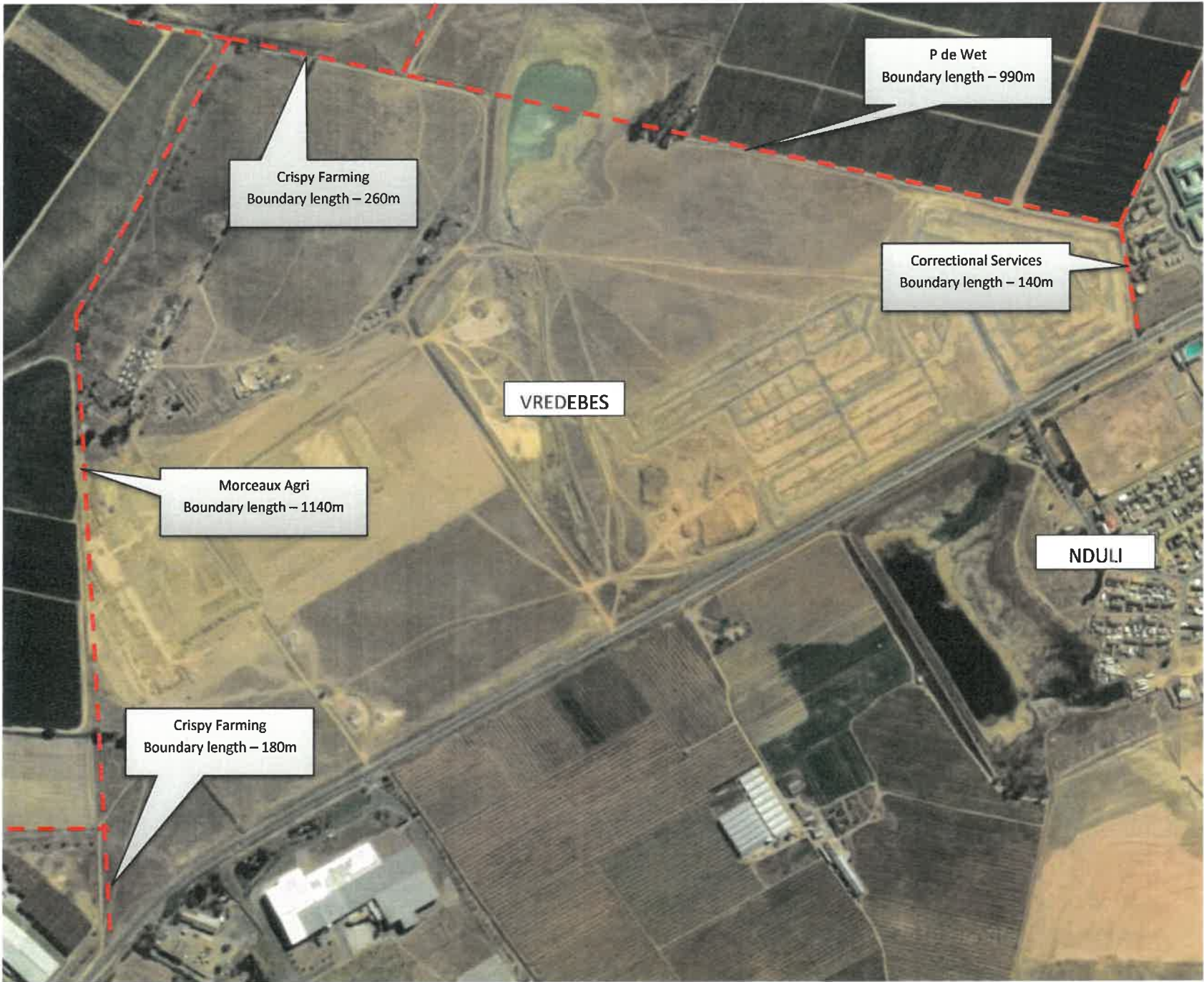
Verdere sake mag toegevoeg word wanneer die volle besonderhede in uitlegplan ter insae is.

6. Enige korrespondensie hiena moet aan ons adres gerig word met kontakbesonderhede soos per briefhoof.
7. Bevestig asseblief ontvangs hiervan.

Die uwe


M.J. LOUW PR. ING.

- cc
1. Morceaux Boerdery Trust P/c Mnr. Inus Nagel
 2. ASLA Devco, Mnr. Schaik Lools
 3. Witzenberg Munisipaliteit, Munisipale Bestuurder, Mnr. David Nasson



P de Wet
Boundary length – 990m

Crispy Farming
Boundary length – 260m

Correctional Services
Boundary length – 140m

VREDEBES

Morceaux Agri
Boundary length – 1140m

NDULI

Crispy Farming
Boundary length – 180m



Bothma Fencing CC

PO Box 28
Huguenot
7646
Vat Reg : 4460248711

Tel No : +27 21 868 4795
Fax No : 086 782 7115
Cell No : 082 830 6012
24 Hour Service : 021 868 2917

Patrick De Wet Family Trust
P.O Box 582
Ceres

Tax invoice

Date 19/12/2018
Page 1
Document No 2014

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code	Exclusive
DWV001	FINAL PHASE 1	N			

Code	Description	Quantity	Unit	Unit Price	Tax	Nett Price
BF-N3M-2.1	Supply and install of security fencing as per QU100604	1.00		668,307.50	15.00%	668,307.50
DEP	Deposit Paid	-1.00		334,153.75	15.00%	-334,153.75

TJok 9834

Banking Details :

Acc Name: Bothma Fencing
Bank : Standard Bank, Paarl
Acc.Type : Cheque Account
Acc No: 072 197 196
Branch Code : 050 210

Sub Total	334,153.75
Discount @ 0.00%	0.00
Amount Excl Tax	334,153.75
Tax	50,123.07
Total	384,276.82

Quote

20212



BezCo
FENCING

Our motto is quality & service

Reg:2014/204783/07

48 Kiewietstreet, Joostenbergvlakte.

P O Box 5131, Kraaifontein North, 7571

Johan Bezuidenhoudt

MOBILE : 083 652 7007 / 083 781 5607 FAX : 086 273 0433

info@bezcofencing.co.za

VAT NO 4020272581

Client Name & Address

Morceaux Agri pty ltd
Po Box 135
Ceres

Date : 2023/04/19

Attention: Innis
Contact: 0233162366
E-Mail: innis@cillie.co.za
VAT:

DETAIL	Qty	Rate p.m./ each	AMOUNT
1 Supply and fit 1140m x 2.4m high concrete palasade fence All posts to be concreted 600 deep	1140	R962.15	R1096680.00
2 Supply and fit 6 line electric fence on top of palasade fence Supply and fit 1x energizer <u>supply and fir 45*angle brackers every 4m for fence</u> connect fence supply weather box alarm and warning light	1140	R84.25	R96045.00
supply and fit 1140m 550mm flatrap on top of palasade R75183.00			
	Sub total		R1192725.00
	TOTAL		
	15% VAT		R178908.75
	TOTAL		<u>R1371633.75</u>

Deposit paid R823000.00

Balance on completion R548633.75

Banking details

JP Bezuidenhoudt
First National Bank Saving
Account:62313660898
Branch: 251945

ACCEPTANCE: _____

DATE: _____

Dup Nutsman Dienste

Eikestr 20
Ceres
6835
084 513 9573
fanusdup67@gmail.com

Laastedrif Agri
Laastedrif
Ceres
6835

Laastedrif
Ceres
6835

Qty	Description	Unit Price	Total
1	Grawe en gooi fondasie 1140m 700x250mm - Concrete 30MPA. Arbeid	R28,500.00	R28,500.00
1	Materiaal vir fondasie gooi.	R233,920.00	R233,920.00
1	Bou van muur met 280x140 boublokke 2,4m hoog, vul met concrete, elke 5m n pilaar(2.4m) met 2x y16 staalpenne. 1140m lank. Arbeid	R454,860.00	R454,860.00
1	Materiaal vir bou van muur en pilare.	R705,421.00	R705,421.00

Total R1,422,701.00

Materiaal vir fondasie sonder BTW: R203408.70

Materiaal vir bou van muur en pilare sonder BTW: R613409.60

Voordeel van muur met fondasie teenoor concrete blaai is dat die muur word uit die grond uit gebou met fondasie waar die concrete blaai net op die grond le so dit is makliker om onder deur te grou.

All material and 50% labor is required upon acceptance of quote.

My work is my pride.

BANK DETAILS:
ABSA Tjek
Acc No: 4087002372

S.E du Plessis