

EXCHANGE PROGRAMME POLICY

CM 25/01/2007	HUMAN RESOURCE MANAGEMENT AND DEVELOPMENT DEPARTMENT: EXCHANGE PROGRAMME POLICY
---------------	--

RESOLVED:

1. **That** the report regarding the Exchange Programme Policy **BE NOTED**.
2. **That** the Exchange Programme Policy attached to the report as **Annexure "A" BE ADOPTED** with effect from the date of resolution.
3. **That** the implementation of the policy **BE PRECEDED** by planning in terms of the budgetary allocation.
4. **That** all the existing policies of the erstwhile Councils in respect of Exchange Programmes **BE RESCINDED**.

ANNEXURE "A"



Ekurhuleni
METROPOLITAN MUNICIPALITY

EXCHANGE PROGRAMME POLICY

TABLE OF CONTENTS

1. PURPOSE
2. SCOPE OF OPERATION
3. PREAMBLE
4. DEFINITION OF TERMS
5. LEGAL FRAMEWORK
6. CONTENT
7. MEMORANDUM OF AGREEMENT
8. CONDITIONS OF SERVICE OF THE EMPLOYEE
9. TERMINATION OF PARTICIPATION IN THE PROGRAMME
10. COST OF THE EXCHANGE PROGRAMME
11. EVALUATION AND MONITORING
12. RECOURSE ON IMPLEMENTATION

POLICY: EXCHANGE PROGRAMME

THIS POLICY SHOULD BE READ IN CONJUNCTION WITH THE:

*Inter Governmental Relations Policy,
and
International Relations Policy*

1. PURPOSE

To regulate the management and implementation of the Exchange Programme with recognized Tertiary Institutions, Municipalities and Utility Organizations in South Africa and around the world, with a view, to enhance the skills and expertise of the employees so as to contribute creatively to service delivery and the critical skills shortages that exist.

2. SCOPE OF OPERATION

The policy shall be applicable to all permanently appointed employees with the objective of improving service delivery by ensuring that the identified employee is skilled appropriately.

3. PREAMBLE

The Council recognizes a need to create an environment where employees shall be exposed to development initiatives in areas where a skills shortage is experienced.

Therefore, the Council subscribes to the view that the Exchange Programme shall be utilised to:

- Pay particular attention to the issue of skills shortages that will negatively effect the capacity of the Local Government Sector to deliver on its mandate
- Deploy identified employees within or outside the country to acquire strategic skills and expertise to contribute to economic growth
- Provide employees with much needed knowledge and build their capacity to improve the delivery of services
- Give effect to greater support to the National Government's Accelerated and Shared Growth Initiative for South Africa (Asgi-SA)

4. DEFINITION OF TERMS

Council	Ekurhuleni Metropolitan Municipality and includes the Mayoral Committee or an Officer employed by Council, acting by virtue of any power vested in the Council.
Department	A business unit of the Ekurhuleni Metropolitan Municipality entrusted with the function of delivering a specific service within the Municipal area.
Employee	Any person, excluding an independent contractor, who works for the Ekurhuleni Metropolitan Municipality and who receives, or is entitled to receive any remuneration
Employment Equity Plan	Ekurhuleni Metropolitan Municipality employment equity plan in accordance with the Employment Equity Act 55 of 1998

Exchange Programme	A process of substituting / transferring a candidate to another party for mutual benefit
Host party	The identified recognized Tertiary Institutions, Municipalities and Utility Organizations round the world partaking in the Exchange Programme by providing the candidate with specific practical work experience
Skills Shortage	Is scarce skills in areas the Ekurhuleni Metropolitan Municipality requires in order to deliver its core business being that of service delivery
Workplace Skills Plan	A broad plan in which the Ekurhuleni Metropolitan Municipality identifies and lists its skills development priorities on annual basis in terms of the Skills Development Act 97 of 1998

5. LEGAL FRAMEWORK

The policy shall be read in conjunction with the following:

- (a) Basic Conditions of Employment Act 75 of 1997
- (b) Compensation of Occupational Injuries and Diseases Act 130 of 1993
- (c) Employment Equity Act 55 of 1998
- (d) Labour Relations Act 66 of 1995
- (e) Occupational Health and Safety Act 85 of 1993
- (f) Skills Development Act 97 of 1998
- (g) Skills Development Levies Act 9 of 1999
- (h) The South African Qualifications Authority Act 58 of 1998
- (i) Municipal Systems Act 32 of 2000
- (j) Applicable Conditions of Service of the Ekurhuleni Metropolitan Municipality

6. CONTENT

The policy shall focus primarily on the programmes that will enhance the competencies of employees with due regard to the requirements of the Workplace Skills Plan and the Employment Equity Plan.

The policy shall strive to advance the objectives of the National Skills Development Strategy in terms of addressing the skills shortages.

6.1 PARTICIPATION IN THE EXCHANGE PROGRAMME

Employees with a service period of at least 12 months (1 year) shall participate in the Exchange Programmes only if:

- Such an exchange programme is deemed necessary for the development of the skills and expertise of the selected employee.
- The period shall not be longer than 12 months.
- The assignment/project that the employee engages in is deemed appropriate by the Head of Department for the benefit of the employee and Council's service delivery initiative.
- Such an exchange programme is motivated to and approved by the City Manager.

- Such an employee shall be able to run a formal “Empowerment Programme” in the Council after completion of the Exchange Programme and subsequently develop training manuals in respect of the lessons learnt with regard to best practices.

6.2 CRITERIA FOR PARTICIPATION

The criteria for participation are as follows:

- That the development of the employee specifically necessitates participation in the Exchange Programme.
- The Head of Department sees the need, motivates and recommends participation in the Exchange Programme.
- That assessment results on the employee’s performance appraisal reflects a need for more development.

6.3 SELECTION OF EMPLOYEES SELECTION OF EMPLOYEES

- (a) Employees shall only be considered in an area where a critical skills shortage is experienced.
- (b) The Department shall plan in advance in terms of identifying employees to participate in the programme.
- (c) The Human Resources Management and Development Department shall facilitate the selection process in an advisory capacity to ensure that the requisite legislation is complied with.
- (d) The method of selection shall be based on:

Requirements of the Departmental Employment Equity Plan
 Employees present qualifications
 Present experience
 Potential for development
 Skills shortage in the department
 Performance Management Appraisals

6.4 RETAINMENT OF FRINGE BENEFITS

During the course of the Exchange Programme, the employees selected to participate in the Exchange Programme shall retain the monthly salary and all the fringe benefits afforded as an employee of the Council.

6.5 REPLACEMENT OF THE EMPLOYEE

Due to the fact that the selected employee shall be absent from work for a specific period of time, the department shall make all the necessary arrangements for the continuation of the employee’s functions so that any disruption in the provision of services may be minimised

The department shall be entitled to appoint a suitable employee to act in the employee’s position or make a temporary appointment in the position.

7. MEMORANDUM OF AGREEMENT

Over and above for the contract that may be concluded between the employee and the host party, the employee shall enter into an agreement with the Council whereby the employee shall continue to serve the Council for a period equal to twice the period spent with the host party.

8. CONDITIONS OF SERVICE OF THE EMPLOYEE

The employee selected to participate in the Exchange Programme shall be expected to honour the Council Conditions of Service during the time spent on the Exchange Programme

9. TERMINATION OF PARTICIPATION IN THE PROGRAMME

The Council may at any time and at its own discretion terminate an exchange employee's participation on the programme if:

- The employee was found guilty of misconduct in terms of the Conditions of Service of the Council, given that the normal Disciplinary Procedure was followed.
- The employee breaches any condition of the signed agreement relating to the Exchange Programme.
- The employee does not progress satisfactorily with the Exchange Programme
- The employee applies for any other position whilst engaged in the Exchange Programme.

10. COST OF THE EXCHANGE PROGRAMME

The Council shall consider host parties that are willing to incur all the cost for the employee

11. EVALUATION AND MONITORING

The Human Resource Management and Development Department (ETD) shall be responsible to monitor and evaluate all Exchange Programme Interventions.

12. RECOURSE ON IMPLEMENTATION

Any dispute that may arise in the application of this policy shall be dealt with in terms of the Grievance Procedure of the Council.

MEMORANDUM OF AGREEMENT

made and entered into and between

EKURHULENI METROPOLITAN MUNICIPALITY

(hereinafter referred to as 'the Council".)

and

(Initials and Surname)

(ID. No.)
(hereinafter referred to as "the Official".)

WHEREAS the Official is a permanent employee of the Council, at date employed as _____ (Designation) in the _____ (Department);

AND WHEREAS the Council has approved that the Official participate in the _____ Exchange Programme between _____ and the _____ for a period of _____ months (maximum 12 months), commencing from _____ to _____

AND WHEREAS the parties hereto have agreed to enter into an agreement in relation to the Exchange Programme upon the terms of and conditions herein after set out.

NOW THEREFORE it is hereby agreed as follows:

1. The Council agrees to allow the Official to participate in the _____ Exchange Programme between _____ and _____ for a period of _____ months (maximum 12 months).
2. The employee selected to participate in the Exchange Programme shall be expected to honour the Council Conditions of Service during the process of the Exchange Programme.

3. The Council may at any time and at its own discretion terminate an exchange employee's participation on the programme if:

The employee was found guilty of misconduct in terms of the Conditions of Service of the Council, given that the normal Disciplinary Procedure was followed.

The employee breaches any condition of the signed agreement relating to the exchange programme.

The employee does not progress satisfactorily with the Exchange Programme.

The employee applies for any, other position whilst engaged in the exchange programme.

4. The Council undertakes whilst the Official is participating in the exchange programme between _____ and the _____ to retain all his/her fringe benefits as an employee of the Council during the course of the programme.
5. The Official undertakes to run a formal "Empowerment Programme" in the Council after completion of the Exchange Programme and subsequently develop training manuals in respect of the lessons learnt with regard to best practices
6. The Council shall also be entitled to ask for quarterly progress reports, from the Official, who must submit same to the Council within 14 days of such request.
7. The Official undertakes to stay in the employ of the Council, in his/her present position or other capacity in which Council appoints him/her, for a period equal to twice the period spent with the host party.
8. The period, in this instance, will commence on the first working day after completion of the programme.
9. In the event of the Official resigning or being discharged from the services of the Council in accordance of the Council's Conditions of Employment, before the completion of the period of service mentioned in paragraph 7 above, or in the event of any of the conditions of this agreement not being complied with, the Official shall immediately upon demand by the Council, refund to the Council all monies paid for the Exchange Programme including interest thereon.

10. However should the Official be released from the services of the Council due to reasons of retrenchment, ill-health or death, he/she shall not be liable to repay/reimburse the Council any monies paid.
11. In the event of the Official failing to repay any of the monies in accordance with the provisions of this agreement, the Official will give consent to the Council to:
 - (a) if the Official is still in the service, deduct the amount that it will cost the Council to train a substitute from his/her salaryor
 - (b) if the Official has resigned or been discharged from the Council's service, deduct the amount from any salary and leave monies which may be due to him/her, subject to the proviso that any conditions mentioned herein does not in any way deter the Council from resorting to legal action in order to recover any debt which may result from this agreement.
12. The period stated in clause 7 above shall not run concurrently with any other period in terms of another or other agreements that the official may have entered into with the Council. Therefore, should the official already be engaged in a contract with Council, the commencement date of this contract, as stipulated, will be the first day after completing the period of employment as stipulated in such other contract.
13. The Official indemnifies the Council and holds it harmless against any claim whatsoever, which may be brought against the Council as a consequence of the attendance of the programme by the Official and against any expense which the Council may incur in relations to any such claim including legal or other expenses that may be incurred by the Council in examining, resisting or settling such claim.
14. The parties agree that this agreement, shall be the authentic text and constitutes the whole of the agreement between the parties, and supersedes all prior negotiations, arrangements or agreements in respect of the subject matter of this agreement.
15. No variation or alteration of or supplement to this agreement shall be of any force or effect unless effected in writing and signed by both parties.

Under and by virtue of the provisions of the Magistrates Court Act of 1944 the parties hereto do hereby consent and bind themselves to accept jurisdiction of the Magistrates Court having jurisdiction under Section 28 of the Act in all actions or proceedings whatsoever arising under or out of this agreement.

The Official nominates for purposes of this agreement DOMICILIUM CITANDI ET EXECUTANDI the following residential address: -

SIGNED by the Official at _____ on this _____
day of _____ 20 _____

OFFICIAL SIGNATURE

WITNESSES:

1. _____
SIGNATURE _____
Print initials and surname
2. _____
SIGNATURE _____
Print initials and surname

SIGNED on behalf of the Council on this _____ day of _____ 20____

COUNCIL _____
Print initials and surname

WITNESSES:

1. _____
SIGNATURE _____
Print initials and surname
2. _____
SIGNATURE _____
Print initials and surname

If the official is a minor he/she must be assisted by his/her parent or natural guardian.