

# **NON-CONFIDENTIAL APPLICATION: VOL 1**



## **COVERAGE AREA**

**Ba Phalaborwa Local Municipality  
under Mopani District Municipality**

**FREQUENCY: Phalaborwa 105.1 FM**

**REGISTRANT: PATRICK SHAI FOUNDATION NPC**

**SUBMISSION DATE: 30 JUNE 2022**

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# **APPENDIX 1**

## **LETTER TO LICENCING DEPARTMENT**



TO : THE LICENCING DEPARTMENT  
INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

Per email:

DATE : 30 JUNE 2022

**RE: INVITATION TO PRE-REGISTER FOR COMMUNITY SOUND BROADCASTING AND RADIO FREQUENCY SPECTRUM LICENCES - MOPANI FM**

The above matter refers,

We welcome the opportunity provided for by the Regulator by re-issuing the Invitation to pre-register for the provision of sound broadcasting service to afford registrants another opportunity to make their submission. We are applying for an under serviced area which is the Ba Phalaborwa Local Municipality under the Mopani District in the Limpopo Province. It is the largest of five municipalities in the district, making up over a third of its geographical area<sup>1</sup>. The Frequency that we are applying for as per the frequency spectrum list in the gazette dated 15 December 2021 is 105.1 which will be able to cater for the area that we are applying for.

The Municipality currently does not have a community sound broadcasting services after Phalaborwa Community Radio failed to submit their renewal application and thus ceased to provide broadcasting services. This meant that the area could only access sound broadcasting services from the SABC and the commercial services in Capricorn FM, Jacaranda and Rise FM which does not allow for diversity of views as envisaged by the Electronic Communications Act.

The 2011 Census put the population at 150,637, whilst there has been a grown in that population as per the Stats South Africa Community Survey of 2016 with a population of 159 298. The Ba-Phalaborwa Municipality is a predominantly rural medium capacity local Municipality rural and there are a lot of challenges that include crime, lack of service delivery, drug abuse, unemployment and amongst the youth.

The station will be called Mopani FM, with the motto: "The Voice of the Community" .

The station shall broadcast in three main languages which is English, Sepedi and Xitsonga to ensure that much of the population in the area, whether it be first, second or even third language speakers of those languages. Furthermore, we are proposing a balance talk and music orientated radio station to educate, inform and educate to the listeners of the area that we shall be licensed to broadcast as shall be reflected in the application.

.....end

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<sup>1</sup> <https://municipalities.co.za/overview/1127/ba-phalaborwa-local-municipality>

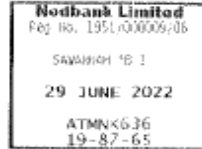
## **APPENDIX 2**

### **PROOF OF PAYMENT**



Nedbank Limited, Reg No 1951/000009/06

SAVANNAH \*B I  
29/06/2022 10:28 ATM K636 TRAN 3096



ACCOUNT NUMBER : \*\*\*\*\*

CARDLESS CASH DEPOSIT OF FUNDS

INTO ACCOUNT : \*\*\*\*\*9044  
ACCOUNT NAME : INDEPENDENT COMMUNI

DEPOSIT DETAILS			
R10	0	R	0
R20	1	R	20
R50	0	R	0
R100	10	R	1000
R200	15	R	3000
AMOUNT DEPOSITED : R			4020

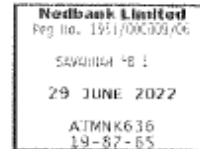
NOTICE: DO NOT RELEASE GOODS UNTIL FUNDS APPEAR IN YOUR ACCOUNT. THERE MAY BE A DELAY IN YOUR DEPOSITED FUNDS REFLECTING ON THE ACCOUNT STATEMENT. ALLOW FOR UP TO 2 BUSINESS DAYS FOR THE ACCOUNT BALANCE TO UPDATE.

APN :  
AID :  
RRN :  
REF NO:



Nedbank Limited, Reg No 1951/000009/06

SAVANNAH \*B I  
29/06/2022 10:31 ATM K636 TRAN 3100



ACCOUNT NUMBER : \*\*\*\*\*

CARDLESS CASH DEPOSIT OF FUNDS

INTO ACCOUNT : \*\*\*\*\*9044  
ACCOUNT NAME : INDEPENDENT COMMUNI

DEPOSIT DETAILS			
R10	0	R	0
R20	0	R	0
R50	2	R	100
R100	0	R	0
R200	0	R	0
AMOUNT DEPOSITED : R			100

NOTICE: DO NOT RELEASE GOODS UNTIL FUNDS APPEAR IN YOUR ACCOUNT. THERE MAY BE A DELAY IN YOUR DEPOSITED FUNDS REFLECTING ON THE ACCOUNT STATEMENT. ALLOW FOR UP TO 2 BUSINESS DAYS FOR THE ACCOUNT BALANCE TO UPDATE.

APN :  
AID :  
RRN :  
REF NO:

## **APPENDIX 3**

## **TAX STATUS**



**TAX COMPLIANCE STATUS**  
**PIN Issued**

Enquiries should be addressed to SARS:

**Contact Detail**

**Details**

Taxpayer Reference Number:

Always quote this reference number when contacting SARS

Issue Date:

Dear Taxpayer

**TAX COMPLIANCE STATUS PIN ISSUED**

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	Patrick Shai Foundation
Trading Name	
Tax Reference Number(s)	
Purpose of Request	
Request Reference Number	
PIN	
PIN Expiry Date	

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE



## **APPENDIX 4**

### **NON-PROFIT STATUS**

Certificate issued by the Companies & Intellectual Property  
Commission on Monday, May 23, 2022



Companies and Intellectual  
Property Commission

a member of the dti group

**Abridged Certificate for Annual Returns**

**CoR 30.1**

Registration Number:

Enterprise Name:

**ENTERPRISE INFORMATION**

Registration Number

Enterprise Name

PATRICK SHAI FOUNDATION

Enterprise Shortened Name

Enterprise Translated Name

Registration Date

2019-06-10 1

Business Start Date

2019-06-10 12:00

Enterprise Type

Non Profit Company

Enterprise Status

In Business

Financial Year End

March

Addresses

**AUDITOR / ACCOUNTING OFFICER INFORMATION**

Auditor Name

Effective Date

Status

Type

**FORM B**  
**REGISTRATION FOR A CLASS LICENCE TO PROVIDE A COMMUNITY**  
**BROADCASTING SERVICE**  
**(Regulation 7 (2))**

**INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA**

*Note:*

- (a) Registrants must refer to the Electronic Communications Act, 2005 (Act No. 36 of 2005) ("the Act") and any regulations published under that Act with regard to the requirements to be fulfilled by registrants. Registrants are referred, in particular, to the Community Sound Broadcasting Regulations, 2019 (published under GN439 in Government Gazette 42323 of 22 March 2019) and the Community Sound Broadcasting Licence: Criteria to Measure Community Support Regulations, 1997 (published under GN R1388 in Government Gazette 18380 of 17 October 1997).*
- (b) Information required in terms of this Form which does not fit into the space provided may be included in an appendix attached to the Form. Each appendix must be numbered with reference to the relevant part of the Form.*
- (c) Where any information in this Form does not apply to the registrant, the registrant must indicate that the relevant information is not applicable.*

<b>1. PARTICULARS OF REGISTRANT</b>	
1.1 Full name of registrant:	<b>Patrick Shai Foundation NPC</b>
1.2 Designated contact persons (maximum of two):	
1.3 Registrant's principal place of business	

1.4	Registrant's postal address:
1.5	Registrant's telephone number/ (including mobile numbers)
1.6	Registrant's telefax number/s:
1.7	E-mail address of designated contact person (Maximum of two):

<b>2. LEGAL FORM OF REGISTRANT</b>	
2.1 Indicate the legal form of the registrant (e.g. Non-Profit entity incorporated in terms of the Companies Act, 2008): <b>Non Profit Company</b>	
2.2	Registration number of the registrant:
2.3 The following documents must be submitted with the registration: the certificate of registration accompanied by an approved memorandum of incorporation, a constitution which has been signed by founding members/ Board. The founding documents must have provisions for the following minimum of 51% quorum for the annual general meeting, provision for membership and an appeals mechanism in case of rejection upon application and a clear separation of powers between management and board of directors. Should the registrant fail to submit these documents, the registration will not be considered. <b>(Attach as Appendix 2.3.1)</b>	

**See attached Appendix 2.3.1**

### **3. NON-PROFIT STATUS OF REGISTRANT**

Provide details of the registrant's non-profit status. Please provide a certified certificate of registration as a Non-Profit Entity or provide a deed of trust and Letter of Authority from the Master's Office in respect of a Community Trust.

**See attached Registration Certificate of the Registrant**

### **4. COMMUNITY**

4.1 Indicate whether the community to be served by the proposed broadcasting service is:

4.1.1 geographically founded community; or

**Geographically Founded**

4.1.2 group of persons or sector of the public with a specific, ascertainable common interest.

4.2 Where the community to be served by the registrant is a geographically founded community, provide details of the community to be served, including:

- (i) whether the community is urban, peri-urban or rural
- (ii) the number of people in the community
- (iii) gender, language, income and demographic statistics in relation to the community. **(Attach as Appendix 4.2)**

**See appendix 4.2**

4.3 Where the community to be served by the registrant is a community of

<p>common interest, provide details of the community to be served, including:</p> <ul style="list-style-type: none"> <li>(i) the nature of the common interest;</li> <li>(ii) the size of the community in the geographic area in which the service is proposed to be provided; and</li> <li>(iii) gender, language, income and demographic statistics in relation to the community. <b>(Attach as Appendix 4.3 )</b></li> </ul>
<b>Not applicable</b>

<b>5. NATURE OF SERVICES TO BE LICENSED</b>
<p>5.1 Provide a description of the service to be provided: <b>Attach as Appendix 5.1</b></p> <p><b>See Attached Appendix 5.1</b></p>
<p>5.2 Indicate the geographic area in which the service is to be provided:</p> <p><b>The broadcasting service will mainly serve the community under the Ba Phalaborwa Local Municipality under Mopani District and surrounding areas. This is as per the frequency advertised for the area of the pre-registration notice by the Regulator.</b></p>
<p>5.3 Provide details of the languages in which the broadcasting service is to be provided. Where it is proposed that the service will be provided in more than one language, provide a breakdown of the number of hours of programming which will be broadcast in each language.</p> <p><b>The broadcasting languages and percentages will be as follows:</b></p> <ul style="list-style-type: none"> <li><b>(a) English – 20 %</b></li> <li><b>(b) Sepedi – 40 %</b></li> </ul>

**(c) Xitsonga – 40%**

The overall number of hours during the performance period i.e., 126 hours in one week measured between 05H00 and 23H00 as per the definition in the ICASA Local Music Regulations of 23 March 2016. Of the overall total per week, talk will be 50% of the 126 hours which equals 63 hours

**Sepedi at 40 % equals to 25 hours\***

**English at 20 % equals to 13 hours\***

**Xitsonga at 40 % equals to 25 hours\***

\*The figures have been rounded off

- 5.4 Provide the registrant's proposed programming schedule. Further provide the proposed programming format and content to be provided, and also indicate when your peak time will be, the extent to which output would be locally originated and extent to which it will be externally sourced. Further indicate the proposed minutes of news to be broadcast on a daily basis and provide a percentage split in terms of local, national and international news content. Indicate the duration and scheduling of current affairs programme/s and provide the percentage split in terms of local, national and international content and indicate source as well. The Authority's South African music regulations on local content require class community sound broadcast licenses to broadcast the prescribed percentage of local music. Indicate your proposed percentage of local music to be broadcast. (Attach **Appendix 5.4**)

**6. SERVING THE COMMUNITY'S INTERESTS**

- 6.1 Provide proof of how the registrant proposes to serve the community's interests:

1. **The radios station will be used as a medium for the community to engage on issues that affects them**
2. **Provide Educational programmes to assist the communities in all different sectors including health, law and formal education amongst others.**
3. **Providing workshop for the youth and unemployment communities members**
4. **To deepen the meaning of Democracy and bringing moral regeneration; and**
5. **Providing workshops and events for the youth related to entrepreneurship.**

6.2 Provide proof of how the registrant proposes to encourage members of the community it serves, or persons associated with the promotion of the community's interests, to participate in the selection and production of programming to be provided by the registrant:

**We will establish a programming committee and/or Listeners Club that will assist with regards to selection and guide the radio station with regards to the topics of discussion.**

**Furthermore, we shall have community consultative meetings on an annual basis so as to get their inputs in terms of the content and issues that they would want to be discussed in the radio station.**

## **7. SUPPORT**

Provide proof of support by members of the registrant's community or of persons associated with the registrant's community or of persons who promote the interests of the registrant's community. Kindly submit letters of support from NGO, business and so forth and signatures of support from members of the community/prospective listeners etc. **Attach as Appendix 7**

**We have attached letters of support marked Appendix 7**

## **8. FINANCES**

8.1 Submit commitment of funding, which includes the amount from financial institutions or any other entity for start-up costs and provide details of the manner in which the proposed service is to be funded (e.g. sponsorship, donations etc.) **Attach as Appendix 8.1**

**See Appendix 8.1**

8.2 Provide details of the registrant's anticipated:

- i. capital expenditure necessary for the commencement of the provision of services; and
- ii. operating expenditure during the registrant's first year of operation. **Attach**



<b>as Appendix 8.2</b>	
<b>See appendix 8.2</b>	
8.3	Provide details of the registrant's business plan: <b>Attach as Appendix 8.3</b>
<b>We have attached the Business Plan as Appendix 8.3</b>	

<b>9. CONTROL AND MANAGEMENT</b>	
9.1	<p>Provide details (including name, nationality, identification or passport number, position and address) of each member of the registrant's. Confirm if the individuals below reside within the proposed coverage area. <b>See Appendix 9.1</b></p> <ul style="list-style-type: none"> <li>i. board of directors or similar body</li> <li>ii. senior management</li> <li>iii. Attach the proposed organogram</li> </ul> <p><b>See Appendix 9.1</b></p>
9.2	<p>Provide details of all ownership interests in the registrant: <b>Attach as Appendix 9.2</b></p> <p>9.2.1 Provide details of any persons in a position of control of the registrant who is a foreign citizen, or an entity registered or incorporated in any country other than South Africa: Indicate whether any member of the Board of the registrant is a foreign citizen or an entity registered or incorporated in any country other than South Africa. Provide details below.</p>
<b>All The Members Of The Governance Structure Are South Africans And The Applicant Is Incorporated In South Africa</b>	
9.3	Indicate whether any member of the Board of the registrant is also a member of the Board of another licensee issued in terms of the Act. Please provide details below.
<b>NOT APPLICABLE</b>	
<b>10. RADIO FREQUENCY SPECTRUM</b>	
10.1	Indicate if the registrant has submitted or intends to submit an application for

<p>a radio frequency spectrum licence for the provision of the services to which this registration relates. The registrant must complete Form P contained in this ITPR, indicate, from the frequencies provided by the Authority, which frequency band it seeks to utilise to provide the service</p>	
<p><b>YES</b></p>	
<p><b>11. GENERAL</b></p>	
<p>11.1 Indicate whether the registrant is a member of an entity recognised in terms of Section 54 and 55 of the Act:</p>	<p><b>NO</b></p>
<p>11.2 Indicate whether the registrant is a party, movement, organisation, body or alliance which is of a party-political nature.</p>	<p><b>NO</b></p>
<p>11.3 Indicate whether the registrant has ever been convicted of an offence in terms of the Act or the related legislation, as defined in the Act. If so, provide details of such conviction.</p>	<p><b>NO</b></p>
<p>11.4 Provide details of other matters or undertakings which, in the registrant's view, the Authority should be consider:</p>	
<p>1. <b>We shall ensure that we partner with local organisation for poverty alleviation initiatives</b></p> <p>2. <b>Have programming that is related to any current health related matters including HIV and TB due to our proximity with the mining area</b></p> <p>3. <b>Annual Walkathon for communities in the area</b></p>	
<p>11.5 Attach a resolution authorising the person (s) not more than two signing this registration and liaising with the Authority during the registration process. The resolution <u>must</u> be marked clearly as <b>Appendix 11.9 of FORM B.</b></p>	

The person signing the registration on behalf of the registrant must acknowledge as follows:

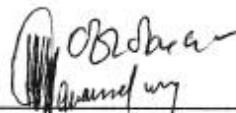
I acknowledge that the Authority reserves the right to have any licence issued pursuant to this registration set aside should any material statement made herein, at any time, be found to be false.

Signed. [REDACTED] .....

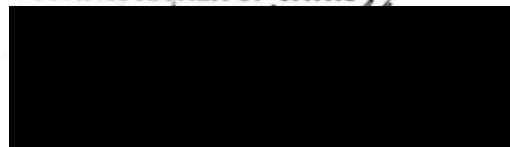
Registrant

I certify that this declaration was signed and sworn to before me at POLOKWANE on the 23 day of JUNE 2022 by the deponent who acknowledged that he/she:

1. knows and understands the contents hereof;
2. has no objection to taking the prescribed oath or affirmation; and
3. considers this oath or affirmation to be truthful and binding on his/her conscience.



COMMISSIONER OF OATHS



... " end of substitution



**APPENDIX 11.5**  
**RESOLUTION OF AUTHORITY**



RESOLUTION OF THE BOARD OF DIRECTOR (S)

1. It is resolved at a meeting held at Mageva on Sunday, 26 June 2022 that:

- 1.1. [REDACTED] will sign and submit all the documents for the application for Community Sound Broadcasting Service ("C-SBS") and Radio Frequency Spectrum on behalf of the Company.
- 1.2 The person mentioned above will also be the contact person and be responsible for any queries and engagement with ICASA in relation to the current application

  
\_\_\_\_\_  
Signature



  
\_\_\_\_\_  
Signature



Date: 28 / 06 / 2022

## **APPENDIX 2.3.1**

### **Memorandum of Incorporation**

#### **NOTE:**

**We have filed for the following amendment with the CIPC**

- 1. Company with Membership, process of application  
and appeal mechanism**
- 2. Percentage Quorum for the AGM**
- 3. Separation of Duties**

**The updated Mol will be submitted to the Authority  
according with the date stamp to show the date of  
lodgement.**

In this Memorandum of Incorporation -

- (a) a reference to a section by number refers to the corresponding section of the Companies Act, 2008;
- (b) words that are defined in the Companies Act, 2008, bear the same meaning in this Memorandum as in that Act.

## Article 1 - Incorporation and Nature of the Company

### 1.1 Incorporation

- (1) The Company is incorporated as a Non Profit company, as defined in the Companies Act, 2008
- (2) The Company is incorporated in accordance with, and governed by -
  - (a) the provisions of the Companies Act, 2008 without any limitations, extension, variation or substitution; and
  - (b) the provisions of this Memorandum of Incorporation.

### 1.2 Objects and Powers of the Company

- (1) The Objects of the Company are as set out on the cover sheet and, except to the extent necessarily implied by the stated objects, the purposes and powers of the Company are not subject to any restriction, limitation or qualification, as contemplated in section 19 (1)(b)(ii).
- (2) The Company is not subject to any provision contemplated in section 15 (2)(b) or (c).
- (3) upon dissolution of the Company, its net assets must be distributed in the manner determined in accordance with Item 1(4)(b) of Schedule 1 of the Companies Act, 2008.

### 1.3 Memorandum of Incorporation and Company Rules

- (1) This Memorandum of Incorporation of the Company may be altered or amended only in the manner set out in section 16, 17 or 152 (6) (b).
- (2) The authority of the Company's Board of Directors to make rules for the Company, as contemplated in section 15 (3) to (5), is not limited or restricted in any manner by this Memorandum of Incorporation.
- (3) The Board must publish any rules made in terms of section 15 (3) to (5) by delivering a copy of those rules to each director by ordinary mail.
- (4) The Company must publish a notice of any alteration of the Memorandum of Incorporation or the Rules, made in terms of section 17 (1), by delivering a copy of the notice to each director by ordinary mail.

### 1.4 Optional provisions of Companies Act, 2008 do not apply

The Company does not elect, in terms of section 34 (2), to comply voluntarily with the provisions of Chapter 3 of the Companies Act, 2008.

### 1.5 Company not to have members

As contemplated in Item 4 (1) of Schedule 1 of the Act, the Company has no members.

**COR 15.1C**

Registration Number:  
Enterprise Name:



## Article 2 - Directors and Officers

### 2.1 Composition of the Board of Directors

The Board of Directors of the Company comprises at least the number of directors, and alternate directors shown on the cover sheet, each of whom -

- (a) is to be appointed in the manner set out on the cover sheet; and
- (b) serves for an indefinite term until substituted by the person or entity that appointed the director.

### 2.2 Authority of the Board of Directors

- (1) This memorandum of Incorporation does not limit or restrict the authority of the Company's Board of Directors to -
  - (a) manage and direct the business and affairs of the Company, as set out in section 66 (1);
  - (b) consider a matter other than at a meeting, as set out in section 74;
  - (c) conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 73 (3);
  - (d) determine the manner and form of providing notice of its meetings, as set out in section 73 (4);
  - (e) proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73 (5);
  - (f) appoint committees of directors, and to delegate to any such committee any of the authority of the Board as set out in section 72 (1), or to include in any such committee persons who are not directors, as set out in section 73 (2)(a).
- (2) The right of the Company's directors to requisition a meeting of the Board, as set out in section 73 (1), may be exercised by at least 25% of the directors, if the board has 12 or more members, or by 2 (two) directors, in any other case, as provided in that section.
- (3) The quorum requirement for a directors meeting to begin, the voting rights at such a meeting, and the requirements for approval of a resolution at such a meeting, are as set out in section 73 (5).
- (4) This Memorandum of Incorporation does not limit or restrict the authority of any committee appointed by the Company's Board of Directors, as set out in section 72 (2).

### 2.3 Indemnification of Directors

This Memorandum of Incorporation does not limit, restrict or extend the authority of the Company's Board of Directors to-

- (a) advance expenses to a director, or indemnify a director, in respect of the defense of legal proceedings, as set out in section 78 (4);
- (b) indemnify a director in respect of liability, as set out in section 78 (5); or
- (c) purchase insurance to protect the Company, or a director, as set out in section 78 (7).

### 2.4 Officers

The Board of Directors may appoint any officers it considers necessary to better achieve the objects of the Company.

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## **APPENDIX 4.2**

### **POPULATION DEMOGRAPHICS**

## BACKGROUND

1. According to the Ba Phalaborwa Municipality websites, the Municipality is situated in the north-eastern part of South Africa, in the Mopani District of the Limpopo Province. It is one of the five local municipalities in the Mopani District. The municipality has a geographic area of 7462km<sup>2</sup>, with private farms covering an enormous area, as well as tribal land that is under the control of traditional leaders (namely, Ba-Phalaborwa Traditional Authority, Maseke Traditional Authority, Maseke Traditional Authority, Selwane Traditional Authority and Majeje Traditional Authority)<sup>2</sup>.
2. The land in the area is 27% constituted of Farms with most of them in Ba-Phalaborwa belong to private owners and are used for game and citrus farming. Ba-Phalaborwa serves as a convenient gateway to the Kruger National Park and is classified as a rural<sup>3</sup> municipality.
3. The population for the area is 150 637 <sup>4</sup>(Census 2011) with the 2016 Stats SA Community Survey having the population at 159 298<sup>5</sup>.

❖ The data below is from the Census 2011

POPULATION GROUPS	PERCENTAGE
1. BLACK AFRICAN	93%
2. WHITE	6.4%
3. INDIAN/ASIAN	0.2%
4. COLOURED	0.3%
5. OTHER	0,1%

LANGUAGE (s)	PERCENTAGE
--------------	------------

2  
3  
4  
5

1. AFRIKAANS	5%
2. ENGLISH	1,9%
3. ISINDEBELE	0,2%
4. ISIXHOSA	0,3%
5. ISIZULU	1%
6. SEPEDI	37,3%
7. SESOTHO	2,8%
8. SETSWANA	0,3%
9. SIGN LANGUAGE	0,1%
10. SISWATI	0,8%
11. TSHIVENDA	0,7%
12. XITSONGA	46,6%
13. OTHER	0.7%
14. NOT APPLICABLE	2,3%

## GENDER

SEX	PERCENTAGE
MALE	48.5%
FEMALE	51.5 %

GROUP	PERCENTAGE
1. NO SCHOOLING	2,8%
2. SOME PRIMARY	45,1%
3. COMPLETED PRIMARY	5,9%
4. SOME SECONDARY	34,2%
5. COMPLETED SECONDARY	9,5%
6. HIGHER EDUCATION	1,5%
7. NOT APPLICABLE	1%

## WORKING AGE (15-64)

EMPLOYMENT STATUS	NUMBER
1. EMPLOYED	33959
2. UNEMPLOYED	20282
3. DISCOURAGED WORK SEEKER	4087
4. NOT ECONOMICALLY ACTIVE	36897

AREA	PERCENTAGE
1. URBAN	8.6%
2. TRIBAL/TRADITIONAL	84.9%
3. FARM	6.4%

INCOME	PERCENTAGE
1. R1 - R4,800	5.5%
2. R4,801 - R9,600	10.7%
3. R9,601 - R19,600	18.7%
4. R19,601 - R38,200	18.9%
5. R38,201 - R76,4000	11.9%
6. R76,401 - R153,800	10%
7. R153,801 - R307,600	7,1%
8. R307,601 - R614,400	3,7%
9. R614,001 - R1,228,800	0,8%
10. R1,228,801 - R2,457,600	0,2%
11. R2,457,601+	0,2%
12. NONE INCOME	12,5%

Item	Yes	No
1. CELLPHONE	92,2%	7,8%

2. COMPUTER	17,1%	82,9%
3. TELEVISION	73,1%	26,9%
4. SATELLITE TELEVISION	23,3%	76,7%
5. RADIO	62,3%	37,7%
6. LANDLINE / TELEPHONE	6,9%	93,1%
7. MOTOR CAR	25,8%	74,2%
8. REFRIGERATOR	72,4%	27,6%
9. REFRIGERATOR	72,4%	27,6%

INTERNET ACCESS	PERCENTAGE
1. FROM HOME	5%
2. FROM CELLPHONE	18%
3. FROM WORK	2,8%
4. FROM ELSEWHERE	3,8%
5. NO ACCESS	70,3%

## **APPENDIX 5.1**

### **DESCRIPTION OF THE SERVICE**

## DESCRIPTION OF THE SERVICE

The Radio Station will be a full spectrum services catering for all the needs of the community from school going age until retirement age. Therefore, the content will include programming to cater for children from school going age until teenage hood and that will be provided for by their own content on different days of the week. We shall ensure that the programme and the topics are relevant to their age and preferably be presented by their age group

The radio station will aim to be including and participatory in terms of the content generation through structures that would be represented in the community programming committee. This will include the type of overall programme schedule once we go on air. The service will be able to provide spiritual and cultural content to serve the different interest in the community. The preservation of languages and culture including the way of life is one of the main contents focuses that the radio station will focus on.

As per the demographics, we need to ensure that we have programming that is meant to provide guidance on business opportunities, funding and workshops that are provided by either government and/or non-governmental institution.

**Programme Format:** The radio station will be presented in a 50- 50 split between music and talk content. The midweek programming will be mostly music driven in the morning and afternoon drive programmes with the mid-morning and afternoon programme providing more talk content than music. Most of the weekend programming will be music driven in with majority talk content on Sunday to ensure that two meet the weekly balance split.

**Languages:** The radio station will broadcast in three (3) languages i.e., English, Sepedi and Xitsonga. Mopani FM will be the heartbeat of the community with a focus on community development programming wherein the talk content with be focused on current affairs, educational and actuality programmes. Local issues of discussion include crime, drug abuse, unemployment, service delivery, health matters amongst other.

**Music:** The radio station is meant to cater for the entire community with programming to cater for children from the ages of 12 until the age of grandparents in their pension years. Thereby, the music will be mainly local music including Afro Jazz, Traditional Tsonga and Sepedi Music, Reggae, R&B, Gospel, African Music, House Music and current Pop music which includes Hip Hop

## **APPENDIX 5.4**

### **PROGRAMMING SCHEDULE**



## PROGRAMMING FORMAT

### TALK VERSUS MUSIC (Talk 50 % and Music 50%)

<b>Talk</b> (Speech i.e. News & Currents Affairs/Sports/ Interviews including Presenters links)	<b>50 %</b>
<b>Music:</b> South African as per the Local Music Regulation i.e. 80% and International 20 %	<b>50%</b>

### NEWS BREAKDOWN

The radio station shall broadcast a total of two hundred and fifty (250) minutes of news per week with a majority being midweek and less of over the weekend

Local	50%
National	40%
International	10%

### CURRENT AFFAIRS

Local	50%
National	40%
International	10%

### LANGUAGES OF BROADCAST

English	20%
Sepedi	40%
Xitsonga	40%

## MOPANI FM - PROGRAM SCHEDULE

### MONDAY TO THURSDAY

<b>06:00-09:00</b>	<b>BREAKFAST SHOW (Peak Time)</b>
This show will focus on entertainment, education and music with general appeal across all ages with segments that includes, sports, traffic, pop quiz, competition and community announcements.	
<b>09:00-12:00</b>	<b>LIFESTYLE AND MAGAZINE SHOW</b>
This is a magazine and lifestyle show focused on household chores, health, motivation, and community notice board.	
<b>12:00-15:00</b>	<b>MIDDAY PROGRAMME - LUNCH ON</b>
This show will be mainly an informal knowledge building format with current affairs allowing engagement with listeners' on topical issues which will includes, health, legal, education amongst others.	
<b>15:00-18:00</b>	<b>AFTERNOON DRIVE (Peak Time)</b>
This show will focus on entertainment, education and music with general appeal across all ages with segments that includes, sports, traffic, pop quiz, competition and community announcements.	
<b>18:00-20:00</b>	<b>CURRENT AFFAIRS</b>
This a talk show focused on local community, national and international current affairs, including interviews.	
<b>20:00-21:00</b>	<b>EDUCATION PROGRAMME/COMMUNITY ANNOUCENMENT</b>
This dedicated to educational programme which including Health Matters, Legal Matter, Social issue and local community issues and announcements	
<b>21:00-00:00</b>	<b>EVENING TALK</b>
This slot will be dedicated to music with relationship and social challenges being discussed.	
<b>00:00-04:00</b>	<b>TRAINING SLOT</b>
	<b>AUTOMATION: LISTENERS REQUEST</b>
<b>04:00-06:00</b>	<b>EARLY MORNING BREAKFAST</b>
This show is a precursor to the main breakfast show. It will include current affairs highlights, traffic and entertainment. Music will be driven by the listeners' and there will be call ins.	

### FRIDAYS

<b>18:00 - 20:00</b>	<b>SPORTS WRAP</b>
This a talk show focused on local community, national and international sports with a focus on all sporting codes that are relatable to the listeners.	
<b>20:00 - 00:00</b>	<b>PARTY ZONE</b>

This show will be purely entertainment with music relevant to the weekend with DJ mixes and party announcements and gigs for the weekend.	
<b>02:00-06:00</b>	<b>AUTOMATION AND DEEJAYS MIXES</b>

### SATURDAYS

<b>06:00- 09:00</b>	<b>WEEKEND BREAKFAST</b>
This show will focus on music with general appeal across all ages with segments that includes, sports, traffic, pop quiz, competition and community announcements.	
<b>09:00 - 10:00</b>	<b>COMMUNITY DIARIES</b>
Announcements about any weekend events on the radio station	
<b>10:00-11:00</b>	<b>KIDDIES CORNER</b>
The programme is aimed at kids of school going age and will consists of recitals, poems and stories amongst others.	
<b>11:00 – 12:00</b>	<b>ARTIST OF WEEK/NEW TALENT</b>
This shows will be to showcase and interview artists of the week and get a profile of their lives. Also, any form of talented artists for any form of arts, be it dancing, painting etc will be interviewed and given a platform to engage the listeners.	
<b>12:00-15:00</b>	<b>AFRIKA SPECIAL</b>
This show will include music from the African continent and artists review	
<b>15:00-18:00</b>	<b>WEEKEND DRIVE</b>
This show will include sports update, entertainment, and music relevant to the weekend.	
<b>18H00 – 20H00</b>	<b>NATIONAL TOP 20</b>
Chart show of local music	
<b>20H00 – 22H00</b>	<b>PARTY ZONE</b>
This show will be purely entertainment with music relevant to the weekend with DJ mixes and party announcements and gigs for the weekend.	
<b>00H00 – 06H00</b>	<b>AUTOMATION AND DEEJAYS MIXES</b>

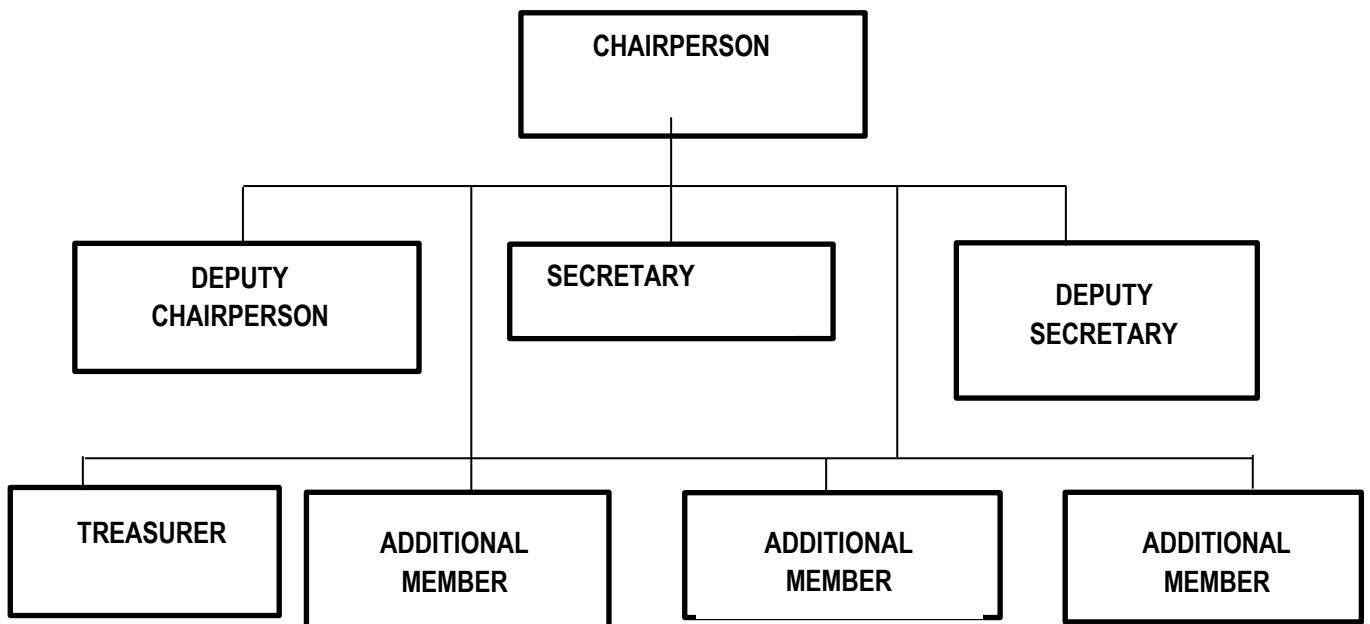
### SUNDAYS

<b>06:00-09:00</b>	<b>WEEKEND BREAKFAST</b>
This show will focus on music with general appeal across all ages with segments that includes, sports, traffic, pop quiz, competition and community announcements.	
<b>09:00-12:00</b>	<b>SPIRITUAL PROGRAMMING</b>
This show will focus on all issues religion, religious debates, and empowerments. This show will also have live broadcasts from local churches. Live sermons will also be put on air. Listeners will also be encouraged to select music to reflect their various religions.	
<b>12:00-15:00</b>	<b>SUNDAY CHILL SESSION</b>
Music related show, that will cater for Jazz, R&B, African and other related music.	

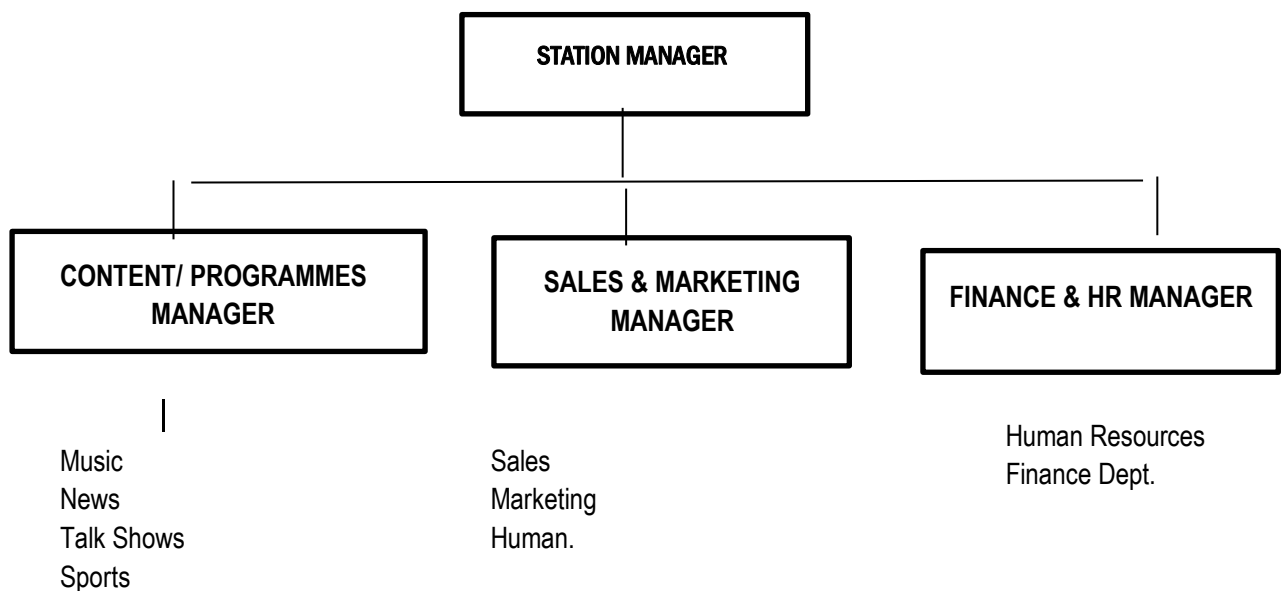
<b>15:00-18:00</b>	<b>WEEKEND DRIVE</b>
This show will include sports update, entertainment and music relevant to the weekend.	
<b>18:00- 20:00</b>	<b>CURRENT AFFAIRS</b>
Wrap up of the weekend news with in-depth analysis and a focus on the upcoming week.	
<b>20:00-:00:00</b>	<b>SPECIALITY PROGRAMME</b>
The slots will always have two hours segments that will on alternative weekends focus on issues with disability, African religion, spirituality on the first hours and second segment being music and dedications.	
<b>00:00-04:00</b>	<b>AUTOMATION</b>

## ORGANOGRAM

### BOARD OF DIRECTORS



### MANAGEMENT ORGANOGRAM



**APPENDIX 7**

**LETTERS AND/OR PROOF OF SUPPORT**



SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[REDACTED]		

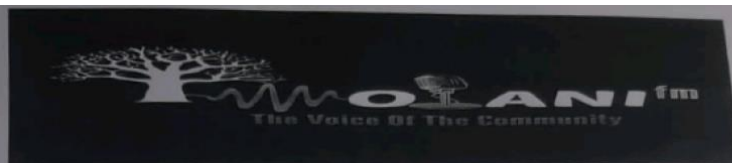
13



SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[REDACTED]		

3



SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[Redacted]		

5



SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[Redacted]		

4





SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[Redacted]		


6



SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[Redacted]		


2



SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
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1



SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
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9



SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[Redacted]		

8



SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[Redacted]		

7



### SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[REDACTED]		

12



### SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[REDACTED]		


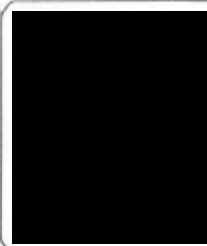
11



SIGNATURES FOR SUPPORT

INITIAL AND SURNAME	AREA	SIGNATURE
[Redacted]		

10

	<b>BA-PHALABORWA MUNICIPALITY</b>	
Ref: _____ Enquires: _____ Your ref: _____	ALL CORRESPONDENCE TO BE ADDRESSED TO THE MUNICIPAL MANAGER	

FROM: COMMUNICATIONS UNIT

TO: MOPANI COMMUNITY RADIO STATION

DATE: 28 JUNE 2022

**SUBJECT: LETTER OF SUPPORT TO MOPANI COMMUNITY RADIO  
STATION**

It was no longer a normal day as usual after we have learnt about the temporary closure of the much loved and cherished Phalaborwa Community Radio Station. As the Municipality, we were having it difficult to communicate with the local people.

It is with this sole reason that; we are writing this letter in support of the establishment of Mopani FM. The station will play a pivotal role in facilitating the social and economic development of the community of Ba-Phalaborwa through its frequency bands.

From the local government perspective, we will be using the station to constantly communicate with our people on issues pertaining to service delivery such water, electricity, waste removal, sewage blockages and etc.

With this brief background, we are calling upon all Strategic Partners, Phalaborwa Business Chamber and other active role players to rally behind the establishment of Mopani FM.

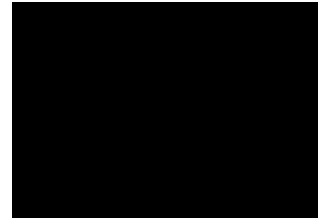
Thank you.

Kind regards



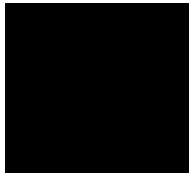
Acting-Municipal Manager

**APPENDIX A**  
**LETTER FROM SIGNAL DISTRIBUTOR**



29 June 2022

Att: MOPANI FM



Dear Sir/Madam

**Re: Use of Sentech Signal Distribution Services – MOPANI FM**

We acknowledge MOPANI FM's intention to obtain signal distribution services from SENTECH to transmit an FM radio signal in their selected geographic area. SENTECH is willing and able to provide an FM radio transmission service to MOPANI FM.

SENTECH supports MOPANI FM's application to ICASA for an FM radio broadcast license should the broadcaster elect to pursue that option.

We thank you for interest in our services and we look forward to being of further service to you.

Yours Faithfully



(Signature Confirmed)



## BA-PHALABORWA LOCAL MUNICIPALITY MAP



## **APPENDIX C**

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## **ACKNOWLEDGEMENT OF UNDERSTANDING**

These Policies and procedures Manual is the property of the Station. If an employee leaves the employment of the Station, they must return these policies and procedures manual to Human Resources Department on their last day of work.

Information contained in these policies and procedures manual is to be used as a general reference. Policies and procedures may be changed by the Station, or any person delegated, as deemed necessary. This manual does not provide contractual rights and is not intended to convey a guarantee of continued employment, or any term, privilege, or condition of employment.

One of the most important policies and procedures is to maintain in strict confidence any information regarding the Station's affairs acquired during the employee's employment. When the employee signs this "Acknowledgement of Understanding", the employee agrees to adhere to this policy of confidentiality both during and following their employment with the Station.

To acknowledge that the employee has reviewed and understood all of this material, they must please sign and date this page and return it to Human Resources within ten (10) days of receipt of this manual.

## **POLICIES AND PROCEDURES DEFINITIONS**

### **CONDITIONS OF SERVICE DEFINITIONS**

1. **Absconding**: is a process of terminating a contract of employment by the employee without a given notice to the Station.

2. **A grievance**: is regarded as any dissatisfaction that an employee or group of employees have that is connected to their work situation.

3. **Acting Allowance**: is a non-pensionable allowance paid to an employee who is appointed by the Station management to act in a higher position than his or her own.

4. **AIDS**: is the acronym for "acquired immune deficiency syndrome". AIDS is the clinical definition given to the onset of certain life-threatening infections in persons whose immune systems have ceased to function properly because of infection with HIV.

5. **Affirmative Action**: is the Station business strategy and process aimed at creating an environment that permits previously excluded individuals on grounds of race, gender and disability to advance on the basis of their potential.

6. **Annual Leave**: is leave that an employee is entitled to take on full pay for rest or recreation purposes. Annual leave accrues on an annual basis on each service anniversary date or deemed starting date at the rate of 24 calendar days per completed year of service.

7. **Annual Leave Cycle**: entails the number of days that an employee is entitled to for rest or recreation purposes after spending a period of 12 months with the same employer.

8. **"Appointment"** means the authority granted by the Station to an applicant to enter the Station's service on a specified date of appointment, the applicant having been placed in a specific post in MOPANI FM.

9. **"Basic Conditions of Employment Act (BCEA)"** means the Basic Conditions of Employment Act, 75 of 1997"

10. **Bursary**: refers to a grant that is given to an employee when a specific course of study is considered by MOPANI FM to be beneficial of the employee's career development plan. Studies are fully paid for by MOPANI FM.

11. **Business Meeting Venues**: any facilities allocated for the purposes of carrying out The Station official business.

12. **Calendar Month:** means a period which runs from the first up to and including the last day of any of the twelve months of the year.
13. **Calendar Year:** means from 1 January up to and including 31 December of the same year.
14. **Compassionate Leave:** includes leave to attend to the death or serious injury of a next of kin and/or immediate family member.
15. **Confidentiality:** is defined as non-disclosure of any information or material, not generally available to the general public, generated, collected or used by the Station that relates to its operations, strategies, know-how, data, names or any contracts or prospective contracts the Station may have, documentation of the Station or its employees.
16. **Conflict of Interest:** exist in any situation where doubt may exist as to an employee's ability to act with total objectivity to the Station's decisions and interests.
17. **Continuous service** means the period of service with the Station which is uninterrupted by any form of termination of service: Provided that the period from the date of completion of a service contract to the date of commencement of the next service contract shall not be deemed to be an interruption of service if condoned by the Station
18. **Contractors and Consultants:** are not employees of the Station. Contractors and consultants may be contracted for a short period to perform a task or engage in a definite project.
19. **Date of appointment** means the date of commencement of the last period of continuous service with the Station: Provided that if an employee's service is terminated for any reason whatsoever and he again assumes duty on the following day without the Station revoking such termination of service, such latter day of assumption of service shall be regarded as his date of appointment;
20. **Deductions from Salaries:** refers to all amounts deductible from the employee's salaries in compliance with the law and paid over to whom they are due.
21. **Demotion** means the placement of an employee in another post in the Station's service by the Station where the maximum of the salary scale of such post is lower than that pertaining to the post occupied by him prior to such placement;
22. **Disciplinary Code:** is a framework that guidelines and regulate employee conduct in the workplace.
23. **Dismissal:** is the ending of an employment contract of the employee by MOPANI FM for specific reasons such as incompetence, violation of rules, misconduct, operational requirements, etc.
24. **Employee:** means any person other than an independent contractor who -
- o Works for Mopani FM and who receives, or is entitled to receive, any remuneration;
  - and
  - o In any manner assists in carrying on or conducting the business of MOPANI FM, and
  - o "employed" and "employment" have corresponding meanings
25. **Employee Files:** are any documents that contain information about individual employees.
26. **Employment Agencies:** are organisations contracted by MOPANI FM to recruit and select external candidates for externally advertised posts.
27. **Family Member or Relative:** is any person related by blood, marriage or adoption, and includes "in-laws" and "step" family members.
28. **HIV:** HIV is the acronym for "Human Immuno-deficiency Virus". HIV is a virus that attacks and may ultimately destroy the body's natural immune system.
29. **His** includes the feminine;
30. **"Hours of service"** means the hours during which an employee normally has to work during a working week or on a working day;
31. **Immediate Family Members:** are regarded as an employee's spouse/ partner and children (including legally adopted children).
32. **Incapacity:** refers to the inability of an employee to do his or her work due to ill-health or any other conditions that impact on their health.
33. **Induction:** is a process of integrating new employees into MOPANI FM and acquainting them with details and requirements of the new job.
34. **Intimate Relationship:** is defined as any relationship in which dependence, affection or loyalty to another employee may impair objective decision-making, or result, even inadvertently, inappropriate exchanges of confidential information, or create the actuality or perception of favouritism or discrimination.
35. **Leave:** is paid time off.

36. **Manager:** means an employee of MOPANI FM who is directly responsible for the administration of an office, unit, department, section or branch of MOPANI FM's service, or his / her lawfully appointed nominee acting in that capacity.
37. **Maternity Leave:** is a leave of absence associated with the birth of a child normally granted to all female employees.
38. **Misconduct:** means wrongdoing (bad behaviour).
39. **Next-of-Kin:** is defined as own parents, parents-in-law, grandparents, brothers and sisters.
40. **MOPANI FM's Assets:** includes but not limited to time, cash, cheques, infrastructure, records, and equipment (including fax machines, copiers, telephones, computer hardware and software).
41. **Overtime:** means that portion of any period which an employee works at the workplace for his / her employer during any week or on any day, as the case may be, which is in excess of the respective ordinary hours of work prescribed for such employee.
42. **Paternity Leave:** is paid time off for fathers of newborn and adopted children.
43. **Permanent employee** means an employee, excluding a contract employee and a temporary employee, occupying a post on the fixed establishment of MOPANI FM in a permanent capacity, whether full-time or part-time, and includes an apprentice and a person appointed in such post for a probationary period;
44. **Post** means a position in the hierarchical structure to which specific duties are coupled;
45. **Policy:** a document setting out an organisation's position on a particular issue.
46. **Probation:** is a period given to an employee to determine his or her suitability for the job.
47. **Recruitment:** is a process of acquiring applicants who are available and qualified to fill positions for MOPANI FM .
48. **Remuneration** means the monetary compensation due to an employee for services rendered to MOPANI FM , including his salary, allowances, bonuses and payment for overtime;
49. **Resignation:** is a voluntary ending of an employment contract by the employee.
50. **Retirement:** refers to the termination of employment because of age, number of years in MOPANI FM or ill health.
51. **Retention:** is a process of creating the necessary conditions for selected individuals to remain within MOPANI FM .
59. **Salary:** refers to any payment in money that MOPANI FM shall pay any employee for a service rendered to it.
60. **Salary Increments:** means an increase in the employee's salary.
61. **MOPANI FM ;** means the Station
62. **Sexual Harassment:** Sexual harassment is unwanted conduct of a sexual nature. The unwanted nature of sexual harassment distinguishes it from behaviour that is welcome and mutual. Sexual attention becomes sexual harassment if:
- o The behaviour is persisted in, although a single incident of harassment can constitute sexual harassment; and/or
  - o The recipient has made it clear that the behaviour is considered offensive; and/or
  - o The perpetrator should have known that the behaviour is regarded as unacceptable.
63. **Sick Leave Cycle:** is the number of paid leave days for medical reasons that an employee accumulates within a period of 36 months employment with the same employer.
64. **Substance Abuse:** is the use and misuse of drugs both legal and illegal, alcohol and or any other narcotic substances by employees.
65. **Subsistence Allowance:** any allowance given to an employee for expenses incurred or to be incurred in respect of personal subsistence and incidental costs (e.g. accommodation and meals)
66. **Temporary or casual employment:** refers to the employment services rendered by a person on an *ad hoc* basis or short-term contract
67. **Termination of Service:** is the ending of an employment contract, either voluntary or by dismissal.
68. **Travel and Subsistence Allowance:** refers to travelling and other expenses incurred by employees in carrying out official MOPANI FM duties.
69. **Unpaid Leave:** is unpaid time off.
70. **Vacation Leave:** can be taken out of the 5 days accumulated every to the maximum of 15 days per 3 year leave cycle. This is usually of duration of less than 5 consecutive days.
71. **Victimisation:** constitutes any action that intimidates or retaliates against an employee for complaining about sexual harassment or whistle blowing in MOPANI FM .
72. **Whistle Blowing:** is when an employee communicates or reports a suspected violation of law, regulation or unethical behaviour in MOPANI FM .
73. **Wage** means the same as "salary"

74. **Working day** means any calendar day of the week of which an employee must normally report for work  
75. **Working hours** means the hours during which an employee is obliged to work during a working week or on a working day;

## **SECTION A: HUMAN RESOURCES MANAGEMENT POLICIES**

### **1. EMPLOYMENT EQUITY POLICY**

#### **OBJECTIVE**

The objective of this policy is to continuously create an environment that permits equal opportunity for advancement, in order to redress past imbalances and to ameliorate the conditions of individuals and groups who have been previously disadvantaged on the grounds of race, gender and disability.

#### **POLICY**

The goal of employment equity action policy is to create an equitable organisation and to build an environment that supports and enables those who have been historically disadvantaged by unfair discrimination to fulfil their maximum potential and to enhance organisational performance. In keeping with its policy of fair and equitable employment practices, the employer reaffirms its commitment to comply fully with the spirit and requirements of the Employment Equity Act to the strategic advantage of our business.

#### **MOPANI FM will take active steps to:**

- (1) Ensure fair, non-discriminatory practices which respect the rights and dignity of all its employees irrespective of colour, race, gender or disability, HIV/AIDS, Sexual Orientation and Religion as per EEA.
- (2) Remove any potentially discriminatory practices that may be identified;
- (3) Ensure that employees at all levels are suitably qualified or have the potential to meet the intrinsic requirements of the job;
- (4) Ensure that employees are allowed to realise their full potential, within the capacity of the Municipality, and are advanced and rewarded on merit;
- (5) Transform the demographic profile of the workforce to reflect better the local, District, Provincial and national profile.
- (6) Introduce positive action plans to accelerate the advancement of employees from designated groups.
- (7) MOPANI FM endeavours to:
  - o Develop numeric targets annually for hiring, training, promoting and retaining employees who are the prime beneficiaries for this policy as set out in the Employment Equity Act;
  - o Develop and introduce measures that support these employees advancement;and
  - o Inculcate a culture that values diversity and supports the affirmation of those who have previously been unfairly disadvantaged within our society and also as a result within MOPANI FM .

#### **COMMUNICATION AND CONSULTATION**

In compliance with the Employment Equity Act, MOPANI FM will:

- ▢ Communicate this policy to all employees;
- ▢ Ensure optimum understanding;
- ▢ Establish a representative Employment Equity Committee/Project Team to manage and facilitate conducting of audits, and the drawing and implementation of the EE Plan;
- ▢ Consult and communicate throughout the process as required by the Act.

### **2. LEAVE POLICY**

#### **OBJECTIVE**

The objective of this policy is to regulate all forms of leave that are accrued and due to employees as a benefit, and to outline procedures to be followed for the granting and taking of such leave. Policy provisions apply to all employees, that is, permanent employees, temporary employees and casual employees.

#### **POLICY**

The following leave policy procedures will apply:

- (1) All employees are entitled to twenty-one (24) working days annual paid leave (excluding weekends).
- (2) None of the statutory paid public holidays will be regarded as a working day for the purpose of leave calculation;

- (3) In the event of an illness or other unforeseeable circumstances, it is the responsibility of the employee to notify their supervisor within a reasonable period;
- (4) Absence from work without approval and/or without a valid reason shall be regarded as misconduct and be dealt with in terms of the disciplinary procedure;
- (5) Leave will be calculated from the date of engagement;
- (6) Employees will not accrue full annual leave benefits whilst absent from work on sick leave, maternity leave or paternity leave which extends beyond the normal maximum of such leave, except in the case of extended absence due to injury during the course of their duties;

### **Categories of leave**

Leave of absence shall be classified as -

- Annual/Vacation leave;
- Sick leave;
- Family responsibility leave.
- Maternity leave and
- Injured on duty or occupational diseases leave

### **2.1 ANNUAL LEAVE**

All employees are entitled to twenty-Four days annual paid leave (excluding weekends). Annual leave is accrued on a monthly pro-rata basis upon completion of every month of service. Annual leave is intended to provide the opportunity for a period of rest and recreation, so employees are expected to take leave within the leave year, when leave is due. Leave may be taken at any time convenient both to the employee and the employer. Business need and personal need should be carefully balanced.

### **ACCUMULATION**

Employees are permitted to accumulate a maximum of 24 working days annual leave per year. When an employee's service terminates, for whatever reason, i.e. resignation, retirement, dismissal or death, their accumulated leave is capitalised and the capitalised amount is paid as part of their last month's remuneration. This amount is subject to taxation.

### **HOLIDAY ARRANGEMENTS FOR NEW EMPLOYEES**

Where MOPANI FM has agreed to honour holiday arrangements made by a new employee prior to joining MOPANI FM, the employee may take such leave provided he/she has leave credit and there is leave credit then the leave should be unpaid leave. The Manager needs to approve such a holiday arrangement.

### **2.2 COMPASSIONATE/FAMILY RESPONSIBILITY LEAVE**

- (1) Compassionate leave of up to five (5) working days per occasion will be granted to employees in the event of the death or serious injury of next of kin and/or immediate family members;
- (2) The employee may be required, in due course, to produce a death certificate or medical certificate in support of their application for compassionate leave; and
- (3) For the purposes of compassionate leave "immediate family members" are regarded as an employee's spouse/partner and children (including legally adopted children), whilst next of kin is defined as their own parents, parents-in-law, grandparents, brothers and sisters.

### **2.3 LONG SERVICE LEAVE**

- (1) An employee with five years uninterrupted service will be entitled to an additional five (5) working days leave. This leave accrual will commence in their sixth anniversary year.

### **2.4 MATERNITY LEAVE**

- (1) Employees are entitled to one (1) month paid maternity leave for every three (3) months of uninterrupted service given to MOPANI FM, and the right to return to the same position;
- (2) Employees, who have completed twelve (12) months or more of uninterrupted service, are entitled to four (4) months paid maternity leave and the right to return to the same position. The following conditions apply:
  - o Maternity leave may be granted to both male (in which case it will be referred to as paternity leave) and female employees who have the sole responsibility of raising their newly born babies or adopted children under the age of six (6) years;



- o An individual who does not qualify for maternity leave for some or other reason, and has to utilise their vacation and or take unpaid leave instead, may be granted sick leave in respect of any illness that the employee contracted during such period of absence; or the period of confinement to bed or an institution.
- o An employee, including an employee adopting a child under three(3) months, shall be entitled to receive three(3) months paid maternity leave, with no limits to the number confinements or adoptions. This leave provision shall also apply to an employee whose child still-born.
- (3) Once an employee has given birth, she can return and commence duties if a doctor certifies that she is fit to commence normal duties after a period of six (6) weeks after birth;
- (4) Security of employment is protected during the period of maternity leave;
- (5) Maternity leave must in all cases be uninterrupted and continuous with the confinement. It may furthermore be extended with additional annual leave;
- (6) Maternity leave may not, subject to the provision below, be converted to any other kind of leave after it has commenced;
- (7) Sick leave may be granted with regard to absences from duty as a result of a miscarriage, still birth or termination of pregnancy after maternity leave has commenced in which case the period of maternity leave which has already been taken immediately prior to any of the said incidents, should not be taken into account for purposes of the restriction above;
- (8) During the period of maternity leave normal annual leave benefits do not accrue;
- (9) Maternity leave should be applied for at least four (4) weeks in advance to allow adequate planning for the employee's absence;
- (10) Before leaving to go on maternity leave the employees shall enter into an agreement with MOPANI FM , stating that the individual will return to work after their confinement.
- (11) Failure to return to work on the due date, without notification of the reason for the delayed return, may be regarded as misconduct and dealt within terms of disciplinary procedure.
- (12) An employee who takes this leave should make arrangements with the UIF.
- (13) Where a salary review takes place during paid maternity leave, the employee will receive any relevant increase from the effective date due to them.

## **2.5 PATERNITY LEAVE**

- (1) Employees who have completed twelve (12) months or more uninterrupted service are entitled to, paid paternity leave of seven (5) consecutive days to be granted from the date of engagement with MOPANI FM .
- (2) Such leave is to be taken within three (3) months of the birth of the employee's biological baby or the legal adoption of a child under six (6) years of age.
- (3) Paternity leave will not accrue if not taken in any year; and
- (4) Proof of birth or adoption will be required before paternity leave is approved.

## **2.6 RELIGIOUS AND PUBLIC HOLIDAYS**

Employees are entitled to take vacation leave to observe their religious occasions where these are not designated as national public holidays.

The public holidays referred to are the following:

New Years Day 1 January  
 Human Rights Day 21 March  
 Good Friday before Easter Sunday  
 Family Day Monday after Easter Sunday  
 Freedom Day 27 April  
 Worker's Day 1 May  
 Youth Day 16 June  
 National Women's Day 9 August  
 Heritage Day 24 September  
 Day of Reconciliation 16 December  
 Christmas Day 25 December  
 Day of Goodwill 26 December

## **2.7 SICK LEAVE**

- (1) Employees will be entitled to eighty (80) days paid sick leave calculated from date of commencement of employment with MOPANI FM , per three year cycle.
- (2) New employees will accumulate sick leave at a rate of 1 day per month.

- (3) Where sick leave days have been used up, and an employee has not been granted additional leave, any absence from office will be treated as unpaid leave;
- (4) Sick leave application forms, with medical practitioner's certificates attached, must be submitted to Human Resources immediately upon return to work; and
- (5) A medical certificate will be required from a medical practitioner or any other person who is certified to diagnose and treat patients, and is registered with a professional Council, within three (3) days of returning to work. In the event that treatment was received from non-registered health practitioners (e.g. some traditional healers, homeopaths, etc), an affidavit needs to be presented to MOPANI FM within three (3) days of returning to work as proof of having been for such treatment. Such proof will be required: -
- For absences in excess of two (2) consecutive working days;
  - For absences where an employee takes sick leave on a Friday or a Monday, or a day immediately preceding or following a public holiday;
  - At the discretion of the direct supervisor (e.g. where an employee was reported to have been engaged in other than non-MOPANI FM activities);
  - Repeat absences in any eight (8) week cycle;
  - As MOPANI FM so requests; and
  - As evidence of admission to a hospital or clinic during annual leave.
- (6) Should an employee become ill whilst on annual leave, such portion of their vacation leave may, subject to the submission of the medical aid certificate or affidavit, be converted into sick leave.
- (7) Employees who are away from the office and who are being treated in an institution for the rehabilitation of alcoholism, or drug addiction may be granted sick leave for the period that they are away, provided that a sufficient number of days sick leave are available to the employee in the current sick leave cycle.

## **2.8 STUDY AND EXAMINATION LEAVE**

- (1) Employees undertaking approved courses of study, privately and on a part time basis, which in the opinion of MOPANI FM will be of benefit to MOPANI FM and to the employee, may, subject to the convenience of MOPANI FM be granted paid study leave to attend such courses. The number of working days will not normally exceed ten (10) working days per annum;
- (2) Paid leave for purposes of writing examinations for approved courses will be granted on the basis of the day of the examination and the working day preceding it. Proof of registration and an examination timetable need to accompany the application for leave. The number of such days will not normally exceed ten (10) working days per annum;
- (3) Where the day of the examination immediately follows a weekend (i.e. falls on a Monday) or a paid public holiday, only the day of the examination will be granted; and
- (4) Leave must be applied at least three (3) weeks in advance on the prescribed form and a copy of the examination timetable attached.

## **2.9 UNPAID LEAVE**

- Leave without pay may be granted on good cause, only to those employees who have used their full leave entitlement. This will be assessed by the relevant manager or any person delegated by them, who will approve or deny such a request; and
- In all cases of unpaid leave, provision is to be made for deductions from the employee's salary to maintain contributions to Provident/Pension and Medical Aid funds.

## **3. RECRUITMENT, SELECTION AND RETENTION POLICY**

### **OBJECTIVE**

The objective of this policy is to ensure that the candidate who best meets the selection criteria is appointed.

### **POLICY**

- (1) MOPANI FM's recruitment, selection and retention processes will fundamentally be about matching human capital to the strategic and operational needs of the organisation and ensuring the full-utilisation and continued development of these resources;
- (2) MOPANI FM aims to attract, obtain and retain people with the required competencies (knowledge, skills and attributes) within the organisation;
- (3) In addition, this policy aims to ensure that a continuous supply of high calibre employees is available to meet MOPANI FM's immediate and future human resource needs; and
- (4) This policy is also attuned to establishing a positive image of MOPANI FM and positioning

it as the employer of choice within the development sector.

(5) MOPANI FM will adhere to the relevant employment laws e.g. Basic Conditions of Employment Act, Employment Equity Act, Labour Relations Acts, National Qualifications Framework and the Skill development Act.

(6) Candidates will be selected according to the inherent requirements of the job. No person shall be unfairly discriminated against on the following grounds:

- o Age
- o Religion
- o Culture
- o Race
- o Gender
- o Sexual orientation
- o Disability
- o Conscience
- o Language
- o Belief
- o Ethnic or social origin
- o Sex

(7) MOPANI FM's recruitment and selection process will be based on:

- o Employment Equity Act
- o Fair labour practices as determined by the Labour Relations Act
- o A scientific selection process
- o Cost-effectiveness
- o Client-orientation, and
- o Confidentiality

(8) Where it is reasonable and practical, preference will be given to internal staff members, Bursary beneficiaries and interns of MOPANI FM

### **3.1 PERMANENT EMPLOYMENT POLICY**

#### **OBJECTIVE**

The objective of this policy is to outline policy guidelines for the recruitment and selection of permanent employees.

#### **POLICY**

Vacancies for permanent employment within the organisation will be filled by the most suitable candidates, with special preference being given to those that were previously disadvantaged.

##### **3.1.1 Recruitment Sources**

(1) Recruitment activities are dependent on MOPANI FM's human capital requirements and key organisational competencies;

(2) The choice of media for recruitment purposes should comply with the requirements of the Labour Relations Act, 1995;

(3) Internal sources of recruitment must receive priority as it is cost-effective, in accordance with career pathing, and serves as motivation for all employees within MOPANI FM ;

(4) External recruitment may be undertaken by means of advertisements. Where necessary, MOPANI FM shall use the services of the recruitment agencies who subscribe to Employment Equity principles and reflect this commitment through their practices;

(5) Temporary appointments must be made from either a reputable Employment Agency or MOPANI FM temporary employment database. MOPANI FM may not employ family members of MOPANI FM staff.

(6) External employment advertisements shall be open to all members of the public and a suitable range of the press media will be used in targeting the desired audience. However, MOPANI FM will use media that will best reach the targeted audience.

#### **GENERAL GUIDELINES**

(1) The purpose of the interview should be made clear to the applicant. The interviewing panel shall be responsible for ensuring that applicants are given the opportunity to ask questions in respect of job requirements, output requirements, support structures, the conditions of employment associated with the job and career prospects which may stem from employment with MOPANI FM .

(2) Interviews shall be concluded in an atmosphere that is designed to make the applicant feel at ease and free of any intimidation and patronising attitudes.

(3) Interview questions shall focus on the requirements of the job and shall not have any element of discrimination as defined by Schedule 7 of the LRA. An adequate summary of the interview session should be recorded for all positions.

(4) On request, internal unsuccessful candidates should be debriefed as their strengths and weaknesses in relation to the position applied for and be counselled about further career opportunities. Should any member of the interview panel have a personal interest or bias regarding the outcome of any interview session, such member should disclose and later withdraw from participating in that interview session.

(5) In all stages, timeous and appropriate feedback must be given to all the interested parties.

### **RECRUITMENT PROCEDURES**

Further guidelines and procedures can be obtained in the Policies and procedures:  
Procedures manual Section P-1.

#### **3.1.2 Employment of Family Members, Relatives and Having Intimate Relationships**

##### **OBJECTIVE**

The objective of this policy is to outline guidelines regarding the recruitment and selection of family members, relatives and having intimate relations within MOPANI FM .

##### **POLICY**

(1) The practice of assigning a position with the responsibility to supervise or evaluate a family member and/or relative or someone with whom there exists an intimate relationship is discouraged. It is the responsibility of all employees to disclose to Human Resources of the existence of any such relationship. When such a situation exist, the family member and/or relative or an employee with whom they have an intimate relationship, may be transferred to another functional area within MOPANI FM .

(2) Similarly, if an employee later becomes related to another employee or an intimate relationship develops involving a person under their direct supervision, Human Resources should address the situation by means of an internal transfer within MOPANI FM if possible.

#### **3.1.3 Induction**

##### **OBJECTIVE**

The objective of this policy is to outline policy guidelines for the induction of permanent employees at MOPANI FM .

##### **POLICY**

Induction is the process of introducing new employees to the goals, policies and procedures, values, and co-workers or an organisation as well as the activities and tasks to be performed so that employees are enabled to become participating and effective members of an organization.

All new employees must undergo an informal induction programme at the municipality on the day they commence employment. It is the responsibility of the Manager to ensure that the employee is correctly introduced to the Municipality in general.

1.1 The induction programme is to assist the new employees in his/her entry to the organization. It becomes essential to ensure that the new employee not only understands the way the organization and his/her job are organized, but also that he/she embodies the culture of the organization.

1.2 Starting a new job is considered to be one of the most stressful life experiences and a proper induction process that is sensitive to the anxieties and uncertainties, as well as the needs of the employee is therefore of the utmost importance.

1.3 A professionally sound induction processes requires that all employees of the Organisation be fully committed to and actively involved in creating a pleasant, friendly and harmonious work environment and that everyone is actively involved in the induction of new employees.

### **INDUCTION PROCESS AND PROCEDURE**

Further guidelines and procedures can be obtained in the Policies and procedures:  
Procedures manual Section P-1-5.

#### **3.1.4 Probationary Period**

##### **OBJECTIVE**

The objective of this policy is to ensure that the candidate who best meets the selection criteria is appointed.

##### **POLICY**

(1) Employees are employed on a probationary period for up to six (6) months. The purpose of a probationary appointment as part of the selection process is to assess, as early as possible in a working environment, an employee's suitability for employment in a particular job. During the probationary period, employees must be given the opportunity to demonstrate the standards expected of them and be provided with appropriate feedback, assistance and support to achieve them.

Resignation or termination during this period should comply with Basic Conditions of Employment Act Section 37.

(2) Human Resources should be there to give advice and support to all employees during the probationary period. All Managers should discuss as early as possible, with Human Resources, any doubts or uncertainties about an employee's progress.

(3) The line manager must inform the HR Department when the employee has successfully completed the probationary. The HR department will in turn, confirm the employee's formal appointment to a position by means of a written letter to the employee. The probationary period may be extended based on the performance of the individual. If an extension is to be applied, the employee is to be advised in writing of such an extension and the conditions set out for this extension.

### **3.1.5 Termination of Service**

#### **OBJECTIVE**

The objective of this policy is to outline policy guidelines for termination of service for permanent employees.

#### **POLICY**

(1) The termination of the employee's employment for any reason whatsoever shall not affect the operation of any provisions of this agreement to the extent to which they confer rights or impose obligations upon the parties which are exercisable or enforceable after the termination date, and such provisions shall to that extent continue to be full force and effect.

(2) The termination of the employee's employment shall furthermore not prejudice any rights, which have accrued to the parties as at the termination date

(3) Unless otherwise provided for in the contract of employment, an employee after probationary period must give 1 calendar month's written notice of their intention to resign. Notice of termination of contract of employment must not be given during any period of leave to which the employee is entitled. However, with an employee who has served three (3) months or less and is still on probation, MOPANI FM can terminate employment with immediate effect.

(4) A resignation on short notice is in effect a unilateral effort to change the employment contract. MOPANI FM in its discretion may or may not agree thereto. In the event that MOPANI FM gives its consent, this should be on the conditions determined at the time by the Human Resources, or any person delegated by them, put in writing and signed by the employee.

(5) If an employee gives notice on the first (1st) day of the month, they should be paid a salary and an allowance in respect of the full months despite the fact that the month may end on a day of rest, provided they are normally paid for days of rest and perform their duties up to and including the last working day of that month.

(6) No annual leave may be taken during the notice period.

(7) Human Resources shall grant all employees leaving the employ of MOPANI FM an exit interview, on or before the effective date of termination of service.

(8) This policy will only apply to permanent, full-time permanent and part-time permanent employees.

### **3.2 TEMPORARY EMPLOYMENT POLICY**

#### **OBJECTIVE**

The objective of this policy is to outline policy guidelines for the recruitment and selection of temporary employees.

#### **POLICY**

(1) The recruitment of temporary employees should be in line with the policy on recruitment and selection and promote employment equity in the workplace;

(2) All temporary recruitment should be conducted through an employment agency.

(3) The contract of employment of the temporary employee will be between the employment agency and the employee.

(4) The employment agency should ensure that they are in line with the Employment Equity practices and policies of MOPANI FM ;

(5) Short-term employment contracts of whatever nature must provide and develop internal skills not present within MOPANI FM ;

(6) The management of temporary employee contract must be carefully monitored. No change to such contract or undertakings/indications about renewal or extension shall be valid unless put in writing to the employment agency duly signed by the HR Manager.

(7) Any payments made with regards to the employment of a temporary employee will be determined by the HR manager and made directly to the employment agency.

(8) Any disciplinary action or grievance procedure relating to the temporary employee will be referred to the relevant employment agency.

## **TERMINATION PROCESSES AND PROCEDURES FOR PERMANENT EMPLOYEES**

Further guidelines and procedures can be obtained in the Policies and procedures:

Procedures manual Section P-1.6.

## **SECTION B: EMPLOYMENT BENEFITS AND CONDITIONS**

### **6. POLICY ON COMMON BUSINESS LANGUAGE OF MOPANI FM**

#### **OBJECTIVE**

The objective of this policy is to promote a multi-lingual environment because of the nature of the work we do. MOPANI FM recognises all eleven (11) official languages of South Africa as highlighted by the Constitution. However, we need to be able to interact with a diverse population in a single and consistent medium.

#### **POLICY**

(1) The common business language of MOPANI FM is English. This is the language that will govern all official transactions and be the language of record within MOPANI FM. This by no means relegates any other national official language.

(2) MOPANI FM will endeavour at all times to communicate with its stakeholders in any or all of the eleven (11) official languages of South Africa. MOPANI FM has a responsibility to respond to correspondences made in any of the eleven (11) official South African languages, in the language of the initiator of the correspondence.

### **7. CONFIDENTIALITY POLICY**

#### **OBJECTIVE**

The objective of this policy is to define confidential information and the requirements for protecting this information during and after each employee's association with MOPANI FM.

#### **POLICY**

Confidential information is defined as any information or material, not generally available to the general public, generated, collected or used by MOPANI FM that relates to its operations, strategies, know-how, data, names or any contracts or prospective contracts MOPANI FM may have, documentation of MOPANI FM or its employees. This includes information marked as confidential or which the employee otherwise knows is confidential. If there is any doubt as to whether information the employee obtains is confidential, the employee should assume it is confidential and treat it as such, unless officially notified otherwise.

(1) Each MOPANI FM employee has a personal responsibility to protect confidential information entrusted to him or her, or to which are otherwise exposed. As a result, each employee must be careful not to disclose any confidential MOPANI FM information to anyone outside MOPANI FM, except as authorised. No employee should ever use confidential MOPANI FM information for personal gain or advantage.

(2) When an employee leaves MOPANI FM for any reason, they should return to Human Resources all MOPANI FM materials acquired during their period of employment.

(3) Senior Managers of MOPANI FM are bound not to disclose any MOPANI FM information even after a period of twelve (12) months of their disassociation with MOPANI FM.

(4) No employee may give information or communicate about such information as recipients of grants (their confidential or personal information), names of grantees or beneficiaries, names and confidential particulars of donors, amounts of money donated to MOPANI FM by respective donor, both current and potential.

### **WHISTLE BLOWING**

(1) MOPANI FM places a high value on integrity and it is MOPANI FM's policy to comply with laws and regulations that apply to its various operations. It is therefore the policy of MOPANI FM to:

- Encourage employees who have good reason to believe that MOPANI FM, or any of its employees, is in violation of any law, rule or regulation to report it internally;
- Conduct a prompt thorough investigation of any alleged violation and take appropriate corrective action;
- Prohibit any retaliatory action against an employee who has provided information in connection with an internal investigation regarding a possible violation of any law or any of its employees; and

□ Take appropriate action against employees who have engaged in retaliatory conduct prohibited by this policy, and who have broken laws, rules or regulations.

(2) An employee who wishes to communicate a suspected violation of law, regulation or ethical behaviour may report such an incident to Human Resources or to any employee designated for this role. MOPANI FM's position is that all employees within MOPANI FM shall have their employment protected when exposing such violations. MOPANI FM encourages all employees to communicate acts or omissions that may place the organisation at risk.

## **7.1 ACCESS TO EMPLOYEE FILES POLICY**

### **OBJECTIVE**

The objective of this policy is to ensure confidentiality of employee information by regulating access to employee files.

### **POLICY**

(1) Employees may read any materials on their personal files that concern their performance evaluation, remuneration, promotion, discipline and termination by requesting approval from Human Resources.

(2) This policy does not include giving the individual access to confidential information such as reference information, any confidential background checks, and documents relating to investigation of criminal offences.

(3) Immediate managers will be granted access to the employee files of their subordinates. A file issue control log needs to be completed indicating the date and the time of removal and the return of the file. Photocopying of any information contained in these files is strictly prohibited. This file shall be viewed within the HR Department only and may not be removed.

(4) MOPANI FM is committed to ensuring that all information about its employees will be held securely and will only be accessed to authorised persons.

## **8. CONFLICT OF INTEREST POLICY**

### **OBJECTIVE**

The objective of this policy is to give guidelines in dealing with situations that may result in conflict of interest. A conflict of interest exists in any situation where doubt may exist as to an employee's ability to act with total objectivity to MOPANI FM's decisions and interests.

### **POLICY**

(1) An employee of MOPANI FM who has or obtains an interest in an organisation that enters into business transactions with MOPANI FM, and their interest is of such nature that it can influence the outcome of decisions taken by MOPANI FM (e.g. tendering, procurement, recruitment agency, etc), such an employee must advise Human Resources in writing of such interest without delay. Disclosure both in writing and verbally to Human Resources or any designated authority is expected of all employees.

(2) Where an employee has an interest in any other organisation other than that strictly defined within the ambit of MOPANI FM, they must disclose it to the Human Resources in writing. The MM has the right to require the employee to disclose and later excuse him-/ herself or herself from decision-making or any such related matter.

(3) Such an employee may not participate in decision making of MOPANI FM during which discussions will revolve around the organisation in which such an employee has interests, as it might impact on them taking decisions that are fair, impartial and proper.

(4) It is a condition of employment that an employee assigns to MOPANI FM, without charge, all claims and rights to any copyright, inventions, improvements to inventions, photographs, writings and the like, which may now or in the future vest with the employee in any work arising out of or from the scope of their employment with MOPANI FM. Such employees shall grant MOPANI FM full right to alter and adapt such work.

(5) All employees shall be expected to devote the whole of their time and attention during MOPANI FM's normal working hours, and such reasonable amount of additional time as may be necessary to conduct MOPANI FM's activities.

## **9. EMPLOYEE USE OF MOPANI FM ASSETS POLICY**

### **OBJECTIVE**

The objective of this policy is to ensure the safeguarding as well as proper and efficient use of MOPANI FM's assets.

### **POLICY**

(1) MOPANI FM gives all employees the opportunity to use MOPANI FM assets in their official capacity only. The Procurement and Administration Section is responsible for the identification, tracking, recording, control and maintenance of all MOPANI FM assets.

- (2) Where MOPANI FM equipment is to be used after official working hours, approval needs to be sought and the necessary authorities need to be aware. The respective functional Manager needs to be aware that the individual will be using MOPANI FM facilities.
- (3) And where MOPANI FM equipment is to be used outside of MOPANI FM official premises, authorisation is mandatory. All equipment needs to be accounted for at all times. MOPANI FM needs to ensure that employees are directly accountable and responsible for all MOPANI FM assets in their possession or environment.
- (4) MOPANI FM property needs to be looked after and damage inflicted to it should be reported immediately to the relevant Directorate.
- (5) Theft, unauthorised removal or usage of MOPANI FM assets will result in dismissal of that particular employee.

## **10. ENTERTAINMENT POLICY**

### **OBJECTIVE**

The objective of this policy is to allocate funds for the entertainment of clients, in accordance with general business practice.

### **POLICY**

- (1) In line with general business practices, MOPANI FM allocates funds for the entertainment of clients, and MOPANI FM employees whose responsibilities include such entertainment will typically participate in these events.
- (2) On rare occasions, MOPANI FM employees may participate in MOPANI FM sponsored entertainment events without clients.
- (3) Employees may occasionally entertain business associates such as organisations with whom MOPANI FM is in alliance.
- (4) Each department/regional has a budget for this purpose. The company credit card is used often when entertaining.

### **ENTERTAINMENT OF FELLOW EMPLOYEES**

MOPANI FM will sponsor the entertainment of MOPANI FM employees only in rare special situations.

The participants in such events will always be MOPANI FM manager and one or more of their subordinates, sometimes together with their partners. It may take the form of a meal, sending flowers, etc.

Examples of special situations that may warrant this type of entertainment are:

- Recognising very special achievements such as the successful completion of a major project or programme on schedule
- Recognising extraordinary effort by an individual
- Farewell to someone in the department
- Birth of a child of an employee
- Managers visiting regional / central office

## **11. TRAVEL AND SUBSISTENCE EXPENDITURE**

### **OBJECTIVE**

The objective of this policy is to provide guidelines for making business journeys, within reason, as economical as possible for MOPANI FM as they are undertaken in the interest of MOPANI FM.

### **POLICY**

- (1) The amounts quoted in this section are maximum amounts that are payable, and the approach to expenditure of this kind is that costs should be kept to a minimum.
- (2) An employee shall undertake an official journey by the most economical means with due regard to available means of transport, routes and duration.
- (3) A Manager may authorise (as per official journeys) an employee to undertake an official journey or part thereof, by any means of transport irrespective of whether it is the most economical means or not, if the SM is satisfied that the public and MOPANI FM interest will be better served thereby, or if it is in the interest of the official or employee's health. The SM may require the submission of a supporting medical certificate where this is deemed necessary.
- (4) Ideally for all travel and accommodation MOPANI FM's recognised travel agent must be commissioned.

### **A. CAR TRAVEL**

#### **1.1 Use of Private Motor Vehicle**



▫ Where a MOPANI FM employee uses their own vehicle for official MOPANI FM duties, MOPANI FM will refund the employee for the actual kilometres travelled for authorised business purposes at a rate of R1.67 per kilometre outside the province and R0.33 per kilometre inside the province.

▫ No additional costs can be claimed as the rate above incorporates petrol, oil and running costs of the vehicle.

▫ MOPANI FM employees must disclose to their insurers that they use their private vehicles for business purpose from time to time as MOPANI FM will not be held liable for anything that might happen to the property of the member whilst on business trip.

#### ▫ Traffic Fines

No traffic fines will be paid by MOPANI FM under any circumstance. Traffic fines received for vehicles hired by the organisation will be deducted in full from the salary of the employee responsible in the month that the fine is received, and remitted on their behalf.

### 1.2 Motor Vehicle Hire

▫ Where an employee has to undertake an official journey at a location away from their home office, a car can be rented at MOPANI FM's expense, in the following rental group:

a. Manager and above: Group B (1600 cc plus air conditioner);

b. All other employees: Group A (1300cc), except where they are to drive long distances (in excess of 300km), in which case at the discretion of the SM they may be allocated a Group B (1600cc plus air conditioner).

c. Physically disabled employees who are able to drive an automatic vehicle are to hire a Grade D (automatic car);

d. Employees who are permanently disabled should have a permanent arrangement with the car rental agency when making reservation for car hire. Those who are temporarily disabled should get prior approval for the use of an automatic car; this approval is to be sought from the relevant Manager;

e. Groups of five or more travelling together are to hire a Grade Z car, Volkswagen Microbus equivalent.

▫ When hiring a motor vehicle, insurance must be included in the contract and the Human Resource Manager is responsible for ensuring that anyone driving the hired car has a valid driving licence that they have had for the period in accordance with the insurance requirements.

#### ▫ Motor Vehicle Accidents

If there is any damage to a hired vehicle, whilst it is in the employee's possession, the individual must:

▫ Report the incident to the nearest Police Station and obtain a police docket number. This must be done immediately and not later than twenty four hours (24hrs) after the incident;

▫ Report the damage to the car hire company, to their respective Manager and the Human Resource Manager;

▫ Obtain the relevant claim form(s) from Human Resources;

▫ Complete the relevant claim form(s) as required, attach a photocopy of the hire contract and of their drivers licence and the front page of their identity document and submit it to the Human Resources Department and for processing; and

▫ Report the incident again to the car hire company on returning the vehicle.

▫ Where it is proved that the employee or designated driver was at fault, he/she would be responsible for all costs incurred relating to the accident and will be subject to disciplinary action.

## C. ACCOMMODATION

▫ MOPANI FM will cover the accommodation costs of employees who are required to spend the night out of town for official MOPANI FM business.

▫ MOPANI FM will cover accommodation costs against attached hotel vouchers and prior approval.

▫ All MOPANI FM employees are to be accommodated in a maximum, three (3) star hotels, with breakfast included.

▫ In cases where MOPANI FM employees may elect to seek their own private accommodation, MOPANI FM will provide subsistence allowance at a rate of R150.00 per 24 hours.

▫ In the case of overseas accommodation, the subsistence allowance of \$120 dollars will be provided.

## D. SUBSISTENCE ALLOWANCE

A subsistence allowance is any allowance given to an employee for expenses incurred or to be incurred in respect of personal subsistence and incidental costs (e.g. accommodation and meals).

Incidental costs shall include:

- Meals/Refreshments

- Taxi Fares

- Parking

In the case of meals taken whilst travelling outside the province (with a 450km radius outside), the following actual costs of meals except breakfast should be reimbursed:

- R30 lunch if a member spends the whole day (8 days) away from his/her work station

- R45 dinner if a member sleeps over

However nobody is allowed to claim if meals are provided.

MOPANI FM will only pay "out of pocket" expenses not exceeding the prescribed daily limits for both lunch and supper. MOPANI FM employees must not claim a daily allowance if he spent less than 24 hours at another destination. Items such as personal vehicle expenditure are covered by the remuneration package of such employee.

Air (rail or sea) travel, car hire, hotel accommodation shall be arranged by the Administration of MOPANI FM with a direct invoice to the Company.

## **11. USE OF INTERNET AND E-MAIL POLICY**

### **OBJECTIVE**

The objective of this policy is to regulate access to internet and e-mail to make executing of MOPANI FM business more efficient and effective

### **POLICY**

The internet and e-mail access provided by MOPANI FM is intended to be for business purposes only.

#### **A. ACCEPTABLE USES OF THE INTERNET AND MOPANI FM E-MAIL**

MOPANI FM encourages the use of the Internet and e-mail because they make the executing of MOPANI FM business more efficient and effective. However, the Internet service and e-mail are MOPANI FM property, and their purpose is to facilitate the organisation's operations. Every employee has the duty and the responsibility to maintain and enhance MOPANI FM's image and to use Internet and e-mail access in a productive manner. Any improper use of the Internet or e-mail is not acceptable and will not be permitted.

#### **B. UNACCEPTABLE USES OF THE INTERNET AND MOPANI FM E-MAIL**

The following activities are prohibited when using MOPANI FM e-mail and Internet provided access accounts or equipment, or when employees identify themselves as associated with MOPANI FM using a personal ISP (Internet Service Provider) account. These are some examples of unacceptable use of MOPANI FM Internet and e-mail access provided, however, the list is not exhaustive:

- ▢ Downloading, transmission, and possession of obscene, pornographic, sexually explicit or discriminatory or other inappropriate materials;
- ▢ Transmitting libellous, slanderous, threatening, abusive, or other inappropriate messages or any messages that may be construed as such;
- ▢ Sending or otherwise participating in chain letters. Chain letters are defined as having one or both of the following attributes: encourages the re-sending or forwarding of messages and not related to MOPANI FM's operations.
- ▢ Posting to an internet server or transmitting via internet e-mails MOPANI FM's proprietary information or any confidential information. MOPANI FM employees must comply with written confidentiality agreements with third parties that may explicitly prohibit communication over public computer systems.

#### **C. PROTECTING THE SOFTWARE**

To prevent computer viruses from being transmitted through MOPANI FM's Internet and e-mail system, downloading of software is not authorised. Employees should adhere to these policies or else contact the Information Technology section if they have any questions:

- ▢ Verify that MOPANI FM's current standard anti-virus software is installed on MOPANI FM's computers. Ensure that all files attached to external e-mail as well as any files downloaded from an external system are scanned;
- ▢ Exercise caution when downloading large files (i.e., over 1 MB, including text and multimedia files). Downloading large files can take a long time and therefore retard network performance for everyone on the network;
- ▢ MOPANI FM's computer network (including all media and data paths facilitated by MOPANI FM), and the messages and information residing on or exchanged through them, are the property of MOPANI FM. Management tools are used to track usage and log network activity; and

□ Network resources are expensive and finite. Network availability and reliability needs to be protected to ensure that all employees can execute their jobs. As a result, to ensure that our network performance is maintained, MOPANI FM e-mail and Internet usage will be monitored for improper and/or excessive usage.

## **12. WORKING HOURS POLICY**

### **OBJECTIVE**

The objective of this policy is to set guidelines on the need to structure working hours of MOPANI FM .

### **POLICY**

MOPANI FM employee's working hours will be set in accordance with

- The operational requirements of MOPANI FM 's business;
- The relevant legislative requirements; and
- Appropriate involvement of key stakeholders

### **HOURS OF WORK**

For employees the days upon and the hours during which an employee shall work shall be regulated by contracts of employment between MOPANI FM and individual employees. The employee shall work for 40 (forty) hours per week, with work commencing at 08h00 to 16h30, Monday to Friday, subject to the flexitime rules.

The employee shall be entitled to one hour of lunch per day.

### **OVERTIME AND PUBLIC HOLIDAYS**

The employee shall work such overtime as reasonably requested by the employer from time to time subject to the Basic Conditions of Employment Act. However, thirty minutes (30 minutes) before 8h30 and thirty minutes (30 minutes) after 17h00 cannot be claimed as overtime.

The employee shall not be allowed to work overtime for more than three hours a day and ten hours a week.

The employee who worked overtime will be entitled time off, which will be equivalent to overtime hours worked.

The employees on the first and second reporting levels of the employer including the Station Manager , the directors and managers of the employer shall not be entitled to claim from the employer for any overtime worked.

The employee shall receive days off in lieu of overtime worked subject to the exigencies of the work or service.

## **SECTION C: EDUCATION, TRAINING AND DEVELOPMENT**

### **POLICIES**

## **13. APPOINTMENT IN AN ACTING CAPACITY POLICY**

### **OBJECTIVE**

The objective of this policy is to outline guidelines for the appointment of employees into acting positions and the granting of acting allowance.

An acting allowance is a non-pensionable allowance paid to an employee who is appointed by MOPANI FM management to act in a higher position than his or her own.

### **POLICY**

- (1) All employees are contractually bound to flexibility including multi-skilling, multi-tasking and mobility, subject to reasonable and prior consultation. Acting allowances are not paid for flexibility as such, but only where an employee operates for a defined minimum period in a senior position to their normal role;
- (2) Before an employee commences their duties in an acting position, a letter is issued by Human Resources to the acting employee detailing the acting individual's roles and clarifying responsibilities;
- (3) The qualifying period for the purpose of this policy shall mean a continuous period of four weeks, and shall include any public holiday falling within this period;
- (4) When the qualifying period is broken by absence from duty for a period of one day or more, and the MM is satisfied that such absence has been caused by circumstances beyond the control of the acting employee, the qualifying period shall not be regarded as having been broken if the acting employee in the aggregate acted for no less than three (3) days; and Policies and procedures Manual Appointments in an Acting Capacity Policy
- (5) An acting employee who takes leave of any kind shall be paid an acting allowance up to and including the last working day before proceeding on leave and from the day on which they return from leave.

### **PAYMENT**

- (1) In determining the amount of acting allowance to be paid, it is also taken into account that the appointment to act in a position higher than that which the employee currently occupies, offers an opportunity to enhance training and development at a higher level;
- (2) An acting allowance shall be paid from the first day to the last day of the acting appointment including public holidays; and

(3) If in a senior position where a senior member of the organisation acts in the position of another of equivalent rank, no acting allowance shall be payable.

(4) The acting employee should be paid the difference between his or her present salary and the salary of the position that he/she is acting on.

#### **LIMITATION**

No employee will act in a higher position for a continuous period exceeding six (6) months unless authorised by the SM.

### **SECTION D: HEALTH AND WELFARE POLICIES**

#### **14. HIV/AIDS POLICY**

##### **OBJECTIVE**

The objective of this policy is to describe MOPANI FM's policy and procedures of non-discrimination of employees and prospective employees, training programmes and counselling regarding HIV and AIDS. This policy will be implemented in line with the code of good practice in terms of the LRA

##### **POLICY**

##### **AIDS/HIV AND THE EMPLOYMENT CONTRACT**

MOPANI FM will not treat employees or prospective employees with AIDS or are HIV positive differently from other employees. If an employee discloses their status to MOPANI FM, this will be held in the strictest of confidence.

MOPANI FM will treat employees and prospective employees in a just, humane and life-affirming way, with due consideration to the interests of fellow employees.

MOPANI FM acknowledges that continued employment, including appropriate promotion and training opportunities, may be therapeutically important for an employee with a life-threatening condition such as AIDS.

#### **RECRUITMENT, CONTINUED EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

Any medical examination undertaken either before employment or thereafter will be solely to determine functional performance, and offer a prognosis on the fitness for work of the prospective employee. In this respect:

- An HIV test as a pre-condition of employment shall not be required under any circumstances, or for any position;
- If a person makes their HIV/AIDS status known voluntarily, it shall not be a basis for refusing to conclude, to confirm or to review their employment contract;
- Employees with HIV/AIDS shall be governed by the same contractual obligations as all other employees;
- HIV/AIDS shall not be used as a justification for the non-performance of duties agreed to by MOPANI FM and the employee; and
- No employee shall be dismissed, retrenched, or have their employment terminated merely on the basis of having a life-threatening condition such as HIV/AIDS.

##### **PROMOTION, TRAINING AND DEVELOPMENT**

HIV/AIDS status shall not be a criterion for refusing to promote, train and develop an employee who would otherwise be considered.

##### **ILL-HEALTH, LEAVE AND PERFORMANCE**

Following a diagnosis of an employee having HIV/AIDS, the employee and MOPANI FM may agree jointly on a medical examination to determine the employee's ability to continue to perform their duties.

MOPANI FM undertakes to ensure that people with HIV/AIDS not only retain their employment but that their health be monitored and, when it is determined by medical opinion that an employee with HIV/AIDS can no longer perform their duties, the following steps should be taken:

- MOPANI FM will, at the earliest opportunity, through consultation with the employee and medical practitioners, endeavour to find a position that is less strenuous which the individual can fulfil. The employee's remuneration and benefits will be adjusted accordingly to that applicable to the new position, without discrimination;
- Termination of employment may be considered, after consultation with the employee, when an employee with an AIDS related condition is too ill to continue employment, or where a position suitable to the reduced state of health of the employee is unavailable;
- If MOPANI FM terminates the employment of such employee, merely due to the fact that they are no longer able to continue working, such termination shall be governed by the same procedures pertaining to comparable life-threatening conditions and disabilities (e.g. cancer, etc); and

□ No employee shall be dismissed solely on the basis of HIV/AIDS, nor shall the HIV/AIDS status influence retrenchment procedures. No flags or symbols will be used on an employee's medical, personal or other records to indicate the HIV/AIDS status.

#### **BENEFITS**

MOPANI FM will not discriminate against any HIV/AIDS employee with regards to MOPANI FM benefits that are due to them or that they have accrued. An employee shall not be excluded from benefiting as a result of HIV and AIDS

#### **TESTING**

Pre-employment testing for HIV will not be permitted under any circumstances because it is:

- Discriminatory, in that it stigmatises prospective employees and infringes their human rights by excluding them from productive employment; and
- Inefficient because of the window period in which HIV antibodies cannot be detected.

#### **MOPANI FM 'S SOCIAL RESPONSIBILITY**

It shall be MOPANI FM 's policy to handle every case on an individual basis by providing support in any area where MOPANI FM can be of assistance. All information shall be treated with strictest of confidence.

### **15. SEXUAL HARASSMENT POLICY**

#### **OBJECTIVE**

The objective of this policy is to give practical guidance to employees on the protection of the dignity of women and men at work. The aim of the policy is to ensure that sexual harassment does not occur, to ensure that adequate procedures are readily available to deal with the problem and prevent its recurrence. The policy thus seeks to encourage the development and implementation of practices that establish working environments free of sexual harassment in which women and men respect each other's human dignity. This policy will be implemented in line with the code of good practice in terms of the LRA

#### **POLICY**

Whereas:

- o Every employee is entitled to fair labour practices;
- o Employees have a right to their dignity;
- o Employees have a right to equality; and
- o MOPANI FM seeks to provide a working environment free from any form of harassment which constitutes unacceptable behaviour and which is offensive, This policy outlines guidelines aimed at combating sexual harassment. It is the duty and responsibility of all employees to comply with the policy and to ensure that their colleagues are treated with respect and dignity. Allegations of sexual harassment will be dealt with seriously, expeditiously and confidentially and employees who bring in a complaint of sexual harassment will be protected against victimisation or retaliation. Appropriate disciplinary measures will be taken against employees found guilty of sexual harassment.

MOPANI FM regards harassment as offensive, degrading and potentially threatening and it will not be tolerated. Individuals at any level, found to have engaged in conduct constituting harassment will be disciplined. MOPANI FM encourages reporting of all incidents of harassment, regardless of who the offender may be. All employees have the right to pursue a complaint without fear of reprisal or retaliation.

This policy forms part of MOPANI FM 's broader policy to promote equal opportunities.

#### **DEFINITION**

Sexual harassment means any unwelcome and in certain circumstances tolerated sexual advances, request for sexual favours, and other verbal or non-verbal or physical or non-physical conduct of a sexual nature including the concept of hostile environment.

In determining whether any conduct, comment, gesture or contact of a sexual nature constitutes sexual harassment, MOPANI FM shall determine whether on reasonable grounds, the conduct complained of might be perceived by that employee or the employee's co-workers as placing a condition of a sexual nature on the individual's employment or any opportunity for training or promotion in respect of the employee recipient.

In determining the existence of a hostile environment MOPANI FM considers a hostile environment as one which a reasonable person would find hostile or abusive and which the victim or the victim's co-workers subjectively perceive to be abusive. In evaluating whether an environment is hostile or abusive, MOPANI FM shall look at a host of factors, including but not limited to the following:

- The frequency of the sexual discriminatory conduct,
- Its severity,
- Whether it is physically threatening or humiliating, or a mere offensive utterance, and

- Whether it interferes with an employee's work performance,
- Whether the physical environment is such that it reflects or encourages a negative concept of the female or male gender.

#### Policies and procedures Manual

Sexual Harassment Policy Conduct that can constitute sexual harassment include but are not limited to: -

- Verbal conduct - unwelcome remarks, innuendoes or offensive comments about a person's body, clothing or sex, practical jokes of a sexual nature which cause awkwardness or embarrassments, propositioning or pressure for sexual activity, embarrassing questions;
- Physical conduct - unwanted or unnecessary physical conduct and contact, physical assault, caressing sexual conduct, physical bullying, threatening, unnecessary physical contact, such as touching, petting or pinching;
- Non-verbal conduct - display of pornographic or sexually suggestive pictures, whistling, leering (suggestive staring), sexually suggestive gestures, graffiti of a sexual nature, publication of gender offensive material, insulting gestures of a gender derogatory nature, displaying pinup pictures or other material of a gender derogatory nature, refusing or showing a reluctance to talk to, or work with, an employee solely because of his or her nature.

#### **VICTIMISATION**

Employees will be protected from intimidation, victimisation or discrimination following the complaint or their assisting in an investigation of harassment. Any action constituting retaliation against an employee for lodging a complaint about harassment will constitute a disciplinary offence and will be treated accordingly.

### **16. SUBSTANCE ABUSE POLICY**

#### **OBJECTIVE**

The objective of this policy is to ensure that MOPANI FM is a drug and alcohol free environment.

#### **POLICY**

The use and misuse of drugs, both legal and illegal, while on duty, on MOPANI FM premises is prohibited. MOPANI FM specifically prohibits the use, possession, distribution or sale of drugs and alcohol on its premises and while conducting MOPANI FM affairs. Furthermore, no employee may conduct MOPANI FM affairs while under the influence of drugs or alcohol.

#### **PRINCIPLES**

- o Should an employee be suspected of being intoxicated, s/he shall be tested in the presence of his direct superior, or his absence, in the presence of the appointed official.
- o The employee shall be denied access to the employer's premises when his alcohol consumption exceeds 0,04 calibration mark on the test tube. This does not however mean that an employee with alcohol consumption of less than 0,04 shall automatically have access to the employer's premises. The primary test shall be whether or not the employee's drunkenness will have material effects on his work performance.
- o Any employee refusing to submit to the breathalyser test when requested to do so shall be denied access to the employer's premises and such denial shall constitute a serious breach of the terms of the employment agreement.
- o Alcohol addiction shall be treated as a form of incompetence and where appropriate the employee shall be given the opportunity to rehabilitate.
- o The employee shall inform the employer should he use prescribed medicine containing alcohol or any other form of drugs.

### **SECTION E: LABOUR RELATIONS POLICIES**

#### **35. DISCIPLINARY CODE**

##### **OBJECTIVE**

The objective of this policy is to: -

- Promote good order and efficient functioning of MOPANI FM ;
- Provide employees with a quick and easy reference for the application of discipline;
- Ensure that discipline is applied in a prompt, fair, and consistent manner;
- Ensure that all employees are aware of MOPANI FM's required standard of behaviour/performance; and
- Ensure fair equal treatment of all employees.

##### **POLICY**

A grievance is regarded as any dissatisfaction that an employee or group of employees have, that is connected to their work situation.

- It is the Station Manager's prerogative to ensure corrective procedures are followed within MOPANI FM ;

- Corrective actions will be exercised where work performance or behaviour is unacceptable or unsatisfactory, or where terms and conditions of employment are not met;
  - Human Resources shall keep corrective action records in the employee files specifying the nature of the corrective action taken and the reasons for taking such actions; and
  - This code applies to all employees including Managers.
- Certain issues are specifically excluded from the definition of a grievance such as: -
- Salaries and policies and procedures that are subject to annual review;
  - Dissatisfaction over disciplinary action, which is subject to appeal;
  - Reporting of suspected disciplinary infringements, which should be handled according to the disciplinary procedure (if inadequate attention is paid to the matter, a grievance may arise against the way the matter is being handled); and
  - Harassment whether physical, racial or sexual, if there is a dedicated procedure for such grievances.

## **VALUES AND THE PROBLEM SOLVING PROCESS**

- The problem solving procedure is a framework within which MOPANI FM management and employees must seek to solve internal problems when they arise;
- Dealing with grievances in a sensitive, expeditious and compassionate manner is encouraged;
- MOPANI FM must, through the SM and Human Resources, deal with any valid grievances in a way that reflects progressive leadership and supports working in a participatory and inclusive manner;
- By solving problems in a structured and non threatening way, MOPANI FM management and employees seek to promote an environment of transparency and equality; and
- At the heart of grievance management is the need for absolute integrity. Employees must be protected from any form of victimisation.

## **MISCONDUCT AND INCAPACITY**

### **1. BACKGROUND**

- 1.1 The Disciplinary Code needs to ensure fair and acceptable corrective action where an employee's work performance is unsatisfactory and/or where an employee's behaviour is unacceptable.
- 1.2 Management is responsible for ensuring that the Code is made available to all employees in order to make the employee's aware of the standards which are expected of them, thus ensuring the protection of the interests of both the Disciplinary Code employer and employees and promoting the practice of sound and equitable industrial relation within the enterprise.
- 1.3 This policy recognises the right of an employee to a fair hearing, and recognises the right of an employee to appeal against any measure considered unjust or unfair.

### **2. APPLICABILITY**

This policy shall apply to and form part of the contracts of employment of all employees and the principles contained herein shall apply equally to all employees.

### **3. GENERAL TERMS: MISCONDUCT**

- 3.1 The various disciplinary actions detailed in the Disciplinary Code are intended to serve as guidelines to management.
- 3.2 The Code is based on the principle of progressive discipline however, progressive discipline need not be meted out in the respect of certain serious offences, where dismissals would be the appropriate penalty in the circumstances where the offence is so grave that it makes a continued employment relationship intolerable.
- 3.3 In circumstances where rules or standards are well established and are not contained in the Code or where further rules or standards are communicated to the employees the employer will be entitled to take disciplinary action where there has been a transgression of such rule or standard.
- 3.4 Disciplinary warnings issued shall be kept in the personal file of the employee for the duration of that warning.
- 3.5 Expired warnings will not be taken into account in any subsequent disciplinary
- 3.6 The employer will be entitled to take into account warnings in respect of other categories of offences, together with the infraction for which an employee has currently against him and where the employee has two or more warnings running concurrently against him and where the employer clearly informs the employee thereof in order to enable the employee to properly prepare himself for the inquiry. The employer will be entitled to dismiss an employee for the cumulative effect of the concurrent warnings.
- 3.7 The following factors shall be taken into account when determining whether dismissal is the appropriate penalty;
  - The gravity of the misconduct,
  - The circumstances of the infringement,
  - The circumstances of the employee which shall include the following:

- Service period
- Record
- Personal circumstances

#### **4. TIME PERIODS RELATING TO THE EXPIRY OF WARNINGS**

- 4.1 Verbal warning Three (3) months
- 4.2 Written warning Four (4) months
- 4.3 Final written warning Six (6) months

#### **5. NATURE OF DISCIPLINARY MEASURES**

5.1 There are four types of penalties that may be applied. In order of severity and depending upon the nature of the transgression, they are as follows:

- o Verbal warning
- o Written warning
- o Final written warning
- o Formal inquiry and dismissal

5.2 The warnings are cumulative in nature subject to paragraph 4 hereof An employee for example who is already in receipt of a verbal warning for a first offence and who commits a further offence of a similar nature within the prescribed time period will be subject to the following step in accordance with paragraph 6.1. Depending however on the nature and severity of the second offences the employee could receive a harsher penalty.

##### **5.2.1. Verbal Warning**

o If the employee's misconduct is of a minor nature, the supervisor may after discussions with such employee give him a verbal warning. o The supervisor shall keep a proper record of the verbal warning given to the employee and if the employee commits the same or similar offence within three months from the date of the first warning, the verbal warning(s) shall be taken into account in determining the appropriate action against the employee

##### **5.2.2. Written Warnings**

o If a verbal warning fails to change the behaviour of the employee or if incidents occur which require a firmer action than a verbal warning, but not serious to warrant a disciplinary hearing, the supervisor shall, after discussing with the employee, give such employee a written warning as soon as possible.  
 o The employee shall sign a copy of the warning letter indicating receipt thereof.  
 o The supervisor shall hand the copy of the written warning letter to the employee in the presence of a suitable witness if the employee refuses to sign receipt of it.  
 o The Station Manager shall keep a copy of the written warning  
 o If the employee commits the same or a similar offence within 6 (six ) months from the date of the first written warning, the employer shall give the employee a **final written warning**.

##### **5.2.3 Disciplinary Hearing**

o If a written warning fails to change the behaviour of the employee or incidents occur which require firmer action by employer other than a written warning, the supervisor shall record the alleged offence/s in writing and report it to the Station Manager .  
 o The Station Manager shall upon receipt of the supervisor's report decide on whether or not to institutes a formal disciplinary hearing against such employee.  
 o If the Station Manager decides to institute a formal disciplinary action against the employee, he shall instruct the superior/section head to hold such formal disciplinary hearing as soon as possible.  
 o The employee shall be informed of the charges against him and the date of the disciplinary hearing within 15 (fifteen) days before the date of such hearing.  
 o The employee shall be entitled to be represented by any person of his choice, including an attorney in the disciplinary hearing.  
 o The employee shall have the right to appeal to the management committee against any decision of the disciplinary committee.  
 o All disciplinary procedures shall not apply in the event of disciplinary action being taken as a result of any form of industrial action.



## FORM P

### APPLICATION FOR BROADCASTING SPECTRUM LICENCE

#### (Regulation 15)

#### INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

*Note:*

- (a) *Application must refer to the Electronic Communications Act, 2005 (Act No. 36 of 2005) ("the Act") and any regulations published under that Act with regard to the requirements to be fulfilled by the applicant. Applications are referred, in particular, to the Community Sound Broadcasting Regulations, 2006 (published under GN755 in Government Gazette 28919 of 6 June 2006) and the Community Sound Broadcasting Licence: Criteria to Measure Community Support Regulations, 1997 (published under GN R1388 in Government Gazette 18380 of 17 October 1997).*
- (b) *Information required in terms of this Form which does not fit into the space provided must be attached to the Form as an appendix. Each appendix must be numbered with reference to the relevant part of the Form.*
- (c) *Where any information in this Form does not apply to the registrant, the registrant must indicate that the relevant information is not applicable.*

1. PARTICULARS OF APPLICANT	
1.1 Application/Radio Station Name:	Patrick Shai Foundation NPC broadcasting as Mopani FM
1.2 Designated contact person/s:	
1.3 Applicant's principal place of business:	

1.4 Applicant's postal address:	
1.5 Applicant's telephone number/s (include mobile numbers):	
1.6 Applicant's telefax number/s:	
1.7 E-mail address of designated contact person (maximum of two):	
1.8 Applicant's Service Licence No:	

<b>2. TECHNICAL INFORMATION</b>		
2.1 Transmitter Site*	<b>Phalaborwa</b>	
2.2 Signal Distributor*	<b>Sentech</b>	
2.3 Frequency Applied For*	<b>105.1</b>	MHz
2.4 Geographic Co-Ordinates*	<b>23S56 21 31E01 55</b>	
2.5 Physical Address	<b>[REDACTED]</b>	
2.6 Site Height*	400	m above sea level
2.7 Mid-Antenna Height*	9	m above site
2.8 Maximum Effective Antenna Height*	47	m above terrain
2.9 Designation of Emission*	250KF8EHF	
2.10 Frequency Stability*	2	kHz
2.11 Spurious Emission Level*	60	dB/1mW

2.12 Maximum Deviation*	75	kHz
2.13 Maximum Effective Radiated Power (ERP)*	0.5	kW
2.14 Antenna Horizontal Radiated Pattern*	Omni – Directional	
2.15 Antenna Polarisation*	Vertical	
2.16 Programme Source*	STL	
2.17 RDS Service	None	
2.18 SST Service	None	
2.19 Period**	N/A	
<u>Legend:</u>  (*) mandatory fields  (**) applies to short term licence applications		

The person signing the registration on behalf of the registrant must acknowledge as follows:

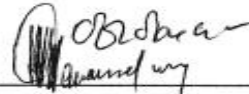
I acknowledge that the Authority reserves the right to have any licence issued pursuant to this registration set aside should any material statement made herein, at any time, be found to be false.

Signed.....

Registrant

I certify that this declaration was signed and sworn to before me at POLOKWANE on the 28 day of JUNE 2022, by the deponent who acknowledged that he/she:

1. knows and understands the contents hereof;
2. has no objection to taking the prescribed oath or affirmation; and
3. considers this oath or affirmation to be truthful and binding on his/her conscience.



COMMISSIONER OF OATHS

..." end of substitution



