



THULAMELA MUNICIPALITY

TELECOMMUNICATION POLICY

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DESK PHONES, MOBILE PHONES, SMART PADS/TABLETS AND 3Gs

1. PREAMBLE

Whereas the Cognisance should be taken of the fact that there are strategic posts within the municipality and there are members of council whose responsibilities are of such a nature that they need cellular phones and necessary gadgets to communicate. This policy places the onus on each End-User within the Municipality to take responsibility for the effective, efficient, economical and transparent use of all gadgets used by the Municipality as they have financial implications; In particular, the employee must take effective and appropriate steps to prevent, within that employee's area of responsibility, any unauthorised, irregular, fruitless and wasteful expenditure and damage to gadgets.

2. OBJECTIVE

In order to promote the economical, efficient and effective utilisation of Municipal funds, this document is aimed at informing employees of the policy regarding the acquisition, use, maintenance and reimbursement of cellular telephones, telephones, smart pads and 3G- Cards for official purposes.

3. TERMINOLOGY

For the purposes of this policy, the following definitions apply:

"Desk Phones"	This are telephone handsets found on the officials' desks.
"Mobile phones"	standard cellular telephone supplied by registered service provider
"Smart Pads"	Mini notebook used mostly for data access and transfers
"3Gs"	Mobile internet access card via laptops and notebooks
"International **"	Phone access Open to all worldwide form of communication, including conference related, international and all cellular lines and special lines
"National"	Phone access only open to national lines without cellular lines
"Provincial"	Phone access only open to provincial landlines
"Negligence"	Failure to take proper care of cell phones, 3Gs and Smart Pads.

4 SCOPE OF APPLICATION

This policy applies to all municipal employees authorised to make use of a cellular telephone and 3G- Cards in the performance of their official duties. From a responsibility perspective, this policy is relevant to all Municipal employees. It is, however, specifically applicable to all employees who have a formal, administrative duty to manage and control Municipal funds.

The utilization of cell phones for official purposes is regarded as a work facility i.e. a tool to execute official business, and not as a right. Cell phones are not allocated to officials with a specific rank, but

to a specific function or activity. The awarding of cell phones must be absolutely essential, affordable and in the interest of the State. Applications for cell phones must be properly motivated and submitted via the Head of Department. Applications must contain the following:

- ☑ The reasons for requesting a cell phone
- ☑ Why other means of communication are not sufficient.
- ☑ The necessity that the user should at all times be available and in contact with staff
- ☑ Why the cell phone would be the most economical and practical communication instrument.
- ☑ The financial implications for utilising a cell phone
- ☑ Whether it is budgeted for

5 GOVERNING PRESCRIPTS

5.1 Legislation

Municipal Finance Management Act, 56 of 2003
Treasury Regulations

6 GUIDING PRINCIPLES

The responsibility for the management of cellular telephones and 3G-Cards are assigned in terms of the MFMA, to the Municipal Manager.

Treasury Regulations 10.1.1 and 10.1.2 state:

Treasury Regulation 10.1.1:

"The Accounting Officer of an institution must take full responsibility and ensure that proper control systems exist for assets and that-

(a) Preventative mechanisms are in place to eliminate theft, losses, wastage and misuse;
and

(b) Stock levels are at an optimum and economical level

Treasury regulation 10.1.2:

"The Accounting Officer must ensure that processes (whether manual or electronic) and procedures are in place for the effective, efficient, economical and transparent use of the institution's assets."

7 CELL PHONE CONTRACTS - PROCEDURES

7.1 Categories

The Municipality shall consider the requirements for cellular telephones in accordance with the following categories:

7.1.1 Category A: **Management**

This category applies to Municipal Manager, senior managers and Managers within the Municipality. The Municipality shall provide these employees with a cellular telephone contract.

4 | Page Only a free cellular phone included in the contract tariff package can be utilised

by the official. If the official wants to obtain a phone outside the specifications of the contract tariff package the additional amount must be paid in cash by the official.

7.1.2 Category B: **Other Officials**

7.1.2.1 Qualifying Criteria:

- (a) An employee has proven that a need exists that necessitates cellular phone.
- (b) The relevant responsibility manager has provided proof that funds have been appropriated for this specific purpose and the Municipal shall provide these employees with a cellular telephone contract. Only a free cell phone included in the contract tariff package can be utilised by the official. Should the official choose to obtain a phone outside the specifications of the contract tariff package, the additional amount must be paid in cash by the official.
- (c) On the end of the 2 year contract the official must apply again to obtain the contract or it will be cancelled. If the official's supervisor sees that the cell phone is not taken care of the cell phone can be suspended. Any other arrangement needed shall only be reviewed on the anniversary of the relevant cellular telephone contract.

7.1.3 All Categories: **Management and Other Officials**

In the event of the loss of a cellular telephone by the employee, the Municipal expects the employee to pay the necessary excess required by the Cell phone provider to acquire another cellular telephone. The Thulamela Municipality will enter into insurance contracts for all gadgets that will be acquired through cellular phone provider.

Disposal: On expiry of the cellular phone contract, the official will keep the cellular telephone at a cost of R20.00 that will be deducted once off. On termination of a cell phone contract before it reach 24 months the cell phone must be returned to the Municipality or the contract can be transferred to the official if the official qualifies in accordance to needs of the Cellular phone provider. Any other arrangement needed shall only be reviewed on the anniversary of the relevant cellular telephone contract.

A member of Council or official must be in possession of a contract phone for at least 24 months before such phone can be disposed of in terms of Policy on Management and Administration of Municipal Properties.

The Municipal shall cover the following maximum monthly limits, for the contract tariff package per official, and any excess above these limits shall be recovered directly as once off salary deductions from the official, by the Financial Accounting Directorate. The said official will be informed in writing of their account details and any recoveries that will follow.

7.1.4 Specified Monthly Airtime Allowance

Current Packages

SPECIFIED MONTHLY AIRTIME ALLOWANCE		
Designation	Limit	Possible package
Municipal Manager	R2400 (Excl. Insurance)	Red VIP (Limitless Minutes, Limitless SMSs and 25GB of Data) or Similar
Senior Managers, Liaison Officers		
Managers, Cell Phone Administrator		
Assistant Managers & motivated	R1500 (Excl. Insurance)	Red Select+ Top Up (800 Minutes, 2GB, Limitless SMSs) or Similar
Union Secretary and Any other council employees as approved by the MM.	R900 (Excl. Insurance)	Red Flexi – 570 (570 Airtime, 2GB Data, No SMSs) or Similar
Driver Operators	R600(Excl. Insurance)	Red Flexi – 450 (450 Airtime, 1GB Data, No SMSs) or Similar

NB: The Municipality will pay the above as follows: subscription, administrative costs, and insurance, please note that the insurance coverage varies according to the type of handset the user has selected, and this means that the monthly installments will also differ depending on the insurance cover band of the phone. The above limits are also informed by the service provider's current packages, which if the service provider changes its packages we are also bound to align with them.

The Municipal Manager in agreement with the Senior Manager responsible may decide to increase an allowance if the job of an official is seen to require more airtime.

7.2 GENERAL CONDITIONS

- I. All employees must enter into an agreement with the Municipality that sets out his or her liability in the event of loss, theft, or damage.
- II. The maximum monthly amounts allocated for official calls, messages, voicemail retrievals, and rental are as per item 7 below.
- III. The official shall be given a limited amount for his/her official calls and if the official exceeds the limit given, the Head: Corporate will be authorized to make deductions to the excess amount from the monthly salary of the official.
- IV. The itemized billing must be returned to the Senior Manager: Corporate Services by the 7th of each month.
- V. Airtime is considered to be part and parcel of the rental agreement. As the phone belongs to the Municipality, so does the airtime. It is therefore conclusive that the airtime be accounted for on the basis that it is paying for official calls only and not private calls.
- VI. In the event that an official appointment is terminated, the cellular phone must be returned to the office of the Senior Manager: Corporate Services.

7.3 MAINTENANCE OF CELL PHONES AND EQUIPMENT

- i. Batteries and Chargers.
The above may be replaced at the cost of Council provided that the Senior Manager: Corporate Services is satisfied that the equipment was not misused.
- ii. Damaged or Faulty Cellular phones.
Faulty or damaged cellular phones must be reported timeously and under no circumstances shall officials temper or attempt to make any repairs to their cellular phones.

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8 3Gs CONTRACTS – PROCEDURES

The 3G packages must be used entirely for the Municipal needs only and the official is expected to take full responsibility for any abuse and will be the official's responsibility to ensure purchase of Data when the monthly allowed data may be exhausted.

3G packages are as follows:

Designation	Data Package Amount in Rands
MM, Senior Managers, Managers PL3	TopUp Package @ an Amount of R300
Liaison officer & ICT Administrators	TopUp Package @ an Amount of R300
Assistant Manager PL4 & Motivated	TopUp Package @ an Amount of R250
All other Officials	TopUp Package @ an Amount of R200
Councillors	R319 Data Subscription with 30GB Data and R700 for Gadget

9 EMPLOYEE SUPPORT BENEFIT

For both cellphone and data packages, an employee who is not satisfied with their approved packages and would require a better package, would be allowed to request a package deduction form from ICT and apply for additional deduction of resource he/she requires to be deducted direct from one's salary on a monthly basis to a maximum of 20 months on a 24-month contract.

10 SMART PADS/TABLETS CONTRACTS – PROCEDURES

The Smart Pads will be afforded to officials as per discretion of the Municipal manager and will follow all other necessary prescripts, manuals and directives, including Finance and Asset Management.

Councillors will be given contracted smart pads with 1GB data monthly for council usage and communication, this will remain their property after the 5 year council sittings. Smart pads may be refreshed after 2 and ½ years if the council still have 2 and ½ years to go and if there is no additional financial charges to be added.

Traditional Leaders will be given contracted smart pads with 1GB data monthly for council usage and communication, this will remain their property after the 5 year council. Smart pads may be refreshed after 2 and ½ years if the council still have 2 and ½ years to go and if there is no additional financial charges to be added.

Senior Managers' will be given tablets for a contract period of 36 months, with 5GB of data on a monthly basis. And this will remain their property after 36 months. The above will also apply to any other employee who will be approved to receive the tablet.

11 DESK PHONE - PROCEDURES

In the spirit of addressing cost containment measures the table below was prepared to protect both the employee and the employer, all telephone queries should be forwarded to ICT and all managers should take responsibility to ensure its full implementation. Allowance for private calls is limited to R50 per officials, beyond which deductions will be effected.

Group	Passwords	Limitations
MM & Senior Managers, Managers, Communicators	Disabled	Internal
Operational Staff	Enabled	National & Cellphone

12 ROAMING

When an official is required to travel overseas and need is identified to activate a roaming service with the service provider, that official may contact the ICT for this services but upon return should ensure that the service is discontinued. The roaming services should be linked to the period of absence from the country by the user-which the roaming period shall be within the approved period of absence of that user. Officials should avoid using Data and Data card when they are outside the country as it is very costly

13 RESIGNATIONS OR TRANSFER OF OFFICIALS

When an official resigns, dismissed, retires, his or her service is terminated for whatever reason or is transferred to another Municipality, Smart Pad and 3G will not be returned to the ICT Management before his/her last working day, instead an amount as indicated on paragraph 15 (Disposal) will be deducted from their last salary or they can go and pay at the cashiers and bring the proof of payment.

When transferred to another Municipality or in case of resignation officials' lines will be removed/terminated from our account and then they will have to apply for new line/s with their new employer.

14 SAFEGUARDING AND INSURANCE

The responsibility of ensuring the safety of all telephony instruments is the sole responsibility of the user and where it can be proved that the user was negligent, that user will be liable for replacing the instrument.

As after usage, the employee will be keeping the cell phone instrument, it is therefore advised that the employee take responsibility to insure the equipment as the Municipal will not take any responsibility to renew any stolen or broken cell phone instrument until such time that the contract will be ready for renewal.

In chase of loss, an employee will be given **two days** to ensure that he or she purchase another instrument to use, so connection cut will only be allowed for two days and SIM swap can be provided by ICT.

15 LOSS/THEFT/DAMAGE

In case of loss/theft/damage officials are responsible for the following:

- (a) A loss /damage must immediately be reported in writing to the Manager: ICT.
- (b) In the case of the loss of a cell phone the user must instruct ICT Unit to inform the service provider to block the phone card and a reference number must be obtained.
- (c) The South African Police must be informed within 24 hours if the loss has occurred as a result of possible criminal acts, and a case number must be obtained.
- (d) In the event of the loss/damage or theft of a cellular telephone, the Municipal will investigate a possibility of getting the insurance to substitute the lost tool set and were Excess is required, the official will take full responsibility to pay thereof.

16 DISPOSAL

Cellular Phones and Smart Pads/Tablets

In all conditions, the employer is responsible for contracts to the end, if the employee resign/ get dismissed; employee can continue with the contract themselves or opt out.

In all conditions, the employee will keep smart pad, cellular phone & 3G at the end of contract. a) If the employee leaves the Municipality within the **first year** of the contract, a stipend of **R500** will be deducted from the employee's salary to cover cell phone instrument acquired and the contract default cost; If it is within the **Second year**, a stipend of **R200** will be deducted from the employee's salary to cover instrument and contract default cost.

- b) If the employee leaves the Municipality within the **first year** of the contract, a stipend of **R1000** will be deducted from the employee's salary to cover smartpad/tablet instrument acquired and the contract default cost; If it is within the **Second year**, a stipend of **R500** will be deducted from the employee's salary to cover instrument and contract default cost.
- c) In all conditions the employee will be expected to keep the **Cellular Phone** instrument and its accessories at a cost of **R20** and a **SmartPad/Tablets** and its accessories at a cost of **R 100** at the end of contract; because it is an expense to store, safeguard and dispose them later.
- d) Traditional Leaders at the end of contract will be required to pay R20 for a Smart Pad and its accessories to retain them.

- e) In case of death, the instrument will be forfeited by the employer, retaining the contract.

3G Instruments

No 3G instruments will be returned to the ICT after cancellation of the contract, a Stipend of **R20** will be deducted from the official's salary to carry over the gadget.

Employees with internal 3Gs will not be given 3G instruments and therefore excluded from the above rule.

Desk Phones

In all conditions, the employer will keep the instrument for disposal and an official will not be required to keep his or her desk phone at the end of contract, vandalism will be charged in accordance to Loss Control regulations and where disposal is required, Asset Management processes will be followed.

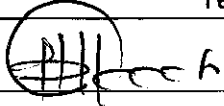
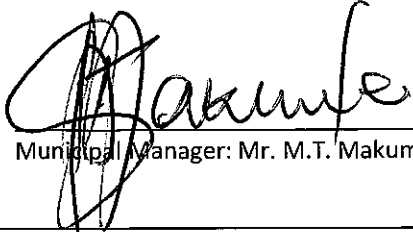
- f) Councilors Laptops or Gadgets

In all conditions, a Councilor will keep the instrument for disposal at the end of the contract at a value of R100 that is covering a disposal value and the additional data purchased outside the Upper-Limit Regulation.

17 IMPLEMENTATION

- (i) This policy is effective from 1 July 2018
- (ii) Responsibility for the implementation of this policy rests with the Manager ICT.

18 SIGNATURES

Telecommunication Policy	
 _____	<u>31 / 05</u> /2024
Acting Senior Manager Corporate Services : Sikhwivhilu N.M	
<input type="checkbox"/> Agree <input type="checkbox"/> Disagree	 _____
	<u>31 / 05</u> /2024 Date
Municipal Manager: Mr. M.T. Makumule	

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APPLICATION FOR TELECOMMUNICATION DEVICES

Applicant Name:			
Personnel No:		Job title:	
Department:		Section:	
Contact:		Email:	

Cellular Phone	<input type="checkbox"/> New Application	<input type="checkbox"/> Upgrade/Renew	<input type="checkbox"/> None
3G Data Card	<input type="checkbox"/> New Application	<input type="checkbox"/> Upgrade/Renew	<input type="checkbox"/> None
Office Telephones	<input type="checkbox"/> New Application	<input type="checkbox"/> Upgrade/Renew	<input type="checkbox"/> None

MOTIVATION:

Manager's Comment on limit specifications			
Manager/Supervisor:		Signature:	_____/_____/20
Senior Manager:			
		Signature:	_____/_____/20

<input type="checkbox"/> Recommended	<input type="checkbox"/> Not Recommended	DATE: ____/____/20	IT Motivation
Senior Manager:			
Corporate Services			
Data	<input type="checkbox"/> Exec 10 Gig Data <input checked="" type="checkbox"/> 5M 5 Gig Data <input type="checkbox"/> 2 Man Gig Data <input type="checkbox"/> Ops 1 Gig Data <input type="checkbox"/> None		
Cellular phone	<input checked="" type="checkbox"/> Exec:1999 Unlimited <input checked="" type="checkbox"/> 5M 1599 Limited <input type="checkbox"/> 1 Man TU1000 <input type="checkbox"/> Ops TU500 <input type="checkbox"/> None		
Telephone	<input type="checkbox"/> Uncapped <input type="checkbox"/> 500 Limit <input type="checkbox"/> 300 Limit <input type="checkbox"/> _____ Limit <input type="checkbox"/> None		

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Comments: _____	
DATE: ____/____/20	

MUNICIPAL MANAGER

DATE

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PROCURED DEVICE INFORMATION

Device:																																				
Device Price:	R	Contract Type:																																		
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Name				Signature				Date																												
Approved Recipient Signature:	Please I _____ Personnel Number: _____ Agrees that I have consulted the Cellphones Policy for terms and conditions of use and care of the requested working tool/s. It has been brought to my attention that by signing the below space, I agree that I know the contents of the policy mentioned above and the fact that I will comply and that the charges as referred to by the policy will be accepted by me when I will be at err in accordance to the policy. Signed at _____ on the ____ of _____ year _____ _____ Signature																																			

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