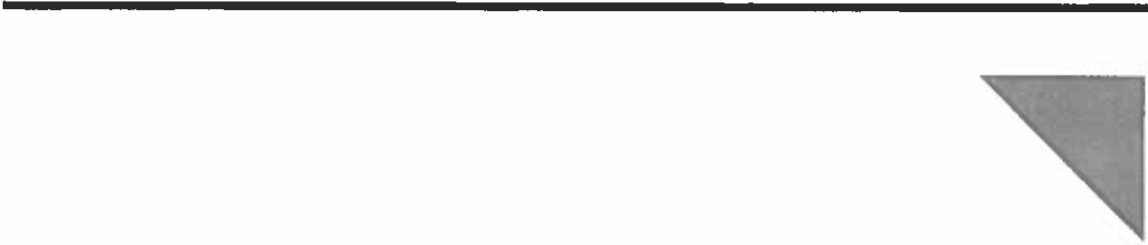


Annexure 17.7



Contract of employment

(Fixed Term Employees)

Entered

by and between

BITOU LOCAL MUNICIPALITY
(hereinafter referred to as "the Employer")

and

VUSUMZI CAGWE
(hereinafter referred to as "the Employee")
ID NO.; [REDACTED]

Both parties hereby agree as follows:

The following conditions shall apply and be binding on both Employee and Employer, as set out in this agreement:

Any changes to the stipulations shall be valid only if agreed to in writing by both parties.

1 ADDRESS OF THE EMPLOYER

Bitou Municipality
Private Bag X1002
Plettenberg Bay
6600

Address all correspondence to the Bitou Local Municipality's Municipal Manager

2 PERIOD OF SERVICE

- 2.1 The Employee shall be appointed temporarily in the service of the Employer from: **06 SEPTEMBER 2017 until 30 NOVEMBER 2017** upon which date this contract shall expire.
- 2.2 The temporary appointment is due to the current extreme workload of the Section and the fact that they are short staffed.
- 2.3 Any extension of the Employee's temporary appointment will not be valid unless such extension is agreed upon by both parties and is reduced to writing.
- 2.4 Notwithstanding Clause 2.2 of this agreement, the Employee accepts that there will be no expectation on the part of the Employer to extend the Employee's temporary appointment.

MP CAGWE

3. APPOINTMENT

3.1 The employee is appointed in a temporary capacity;

Department: **Engineering Services**
Division: **Electrical and Mechanical Engineering**
Position: **Electrical Assistant**
Remuneration: **T5 Notch 1 (R 95 989.64 per annum)**
Commencing date: **06 September 2017**
Expiry date: **30 November 2017**

3.2 The employee will perform the duties as per the attached Job Description.

4. HOURS OF WORK

4.1 The employee is obliged to work 5 days per week, Monday to Friday.

4.2 The employee's normal working hours will not exceed 40 hours per week and 8 hours per day.

4.3 The Employee undertakes to perform overtime. Such overtime shall take place in accordance with section 10 of the Basic Conditions of Employment.

4.4 The provisions of this paragraph do not apply to work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by the employee during the normal working hours.

5 REMUNERATION

5.1 The Employee shall be remunerated at **T5 Notch 1 (R 95 989.64 per annum)** and payment shall take place on the pay date of the Employer as per standard practice.

5.2 The Employee's salary will be paid into an existing bank account of his/her choice.

5.3 Legally prescribed and reciprocal deductions shall be deducted monthly from the Employee's remuneration.

6 LEAVE

6.1 The Employer shall grant leave for the duration of the appointment period in accordance with the Main Collective Agreement on the Conditions of Services (2 days per month.)

6.2 Leave may only be taken with the prior permission of the Employer

.NPC.NK

- 6.3 Accumulated holiday leave shall not be paid out to the Employee at the termination of this contract.

7 SICK LEAVE

- 7.1 The Employee is entitled to two (2) days paid sick leave for every completed month of service subject to statutory provision and requirements.
- 7.2 Paid sick leave shall not be granted if the sickness or injury can be attributed to the misconduct or negligence of the Employee.
- 7.3 Where the Employee has been absent due to illness, the Employee must provide the Employer with a medical certificate, which stipulates the period of absence, as well as the reasons. The submission of a medical certificate takes place in terms of section 23 of the Basic Conditions of Employment Act. The Employee must, if possible, notify the Employer within two (2) hours after the scheduled starting time of work.

8 RULES AND REGULATIONS

- 8.1 The Employee hereby accepts all general and disciplinary-, grievance-, safety and occupational health rules and regulations of the Employer.
- 8.2 The Employee acknowledges the right of the Employer to change, in consultation with Organized Labour, its rules with regard to general matters, disciplinary and grievance procedures, as well as health measures from time to time.

9 CONFIDENTIALITY

- 9.1 The Employee undertakes not to make known, confidential information about the Employer, during his/her period of employment and thereafter, available to any third party.

10 NOTICE OF TERMINATION OF SERVICE

- 10.1 Over and above the condition set out in clause 2 above, the following conditions are applicable:-

Should the Employer or the Employee wish to terminate the agreement, the one party should, in writing:-

- And within the first four (4) weeks give one (1) week notice of the termination of the contract.
- If, at any time, after the expiration of the first four(4) weeks of service, give two weeks notice of the termination of this agreement.


AND C.N.R

11 DOCUMENTATION

11.1 The Employee undertakes to provide the Employer with the following documentation:-

- Certified Copy of identity document;
- Banking details

11.2 The Employer undertakes to provide the Employee with an Unemployment Certificate

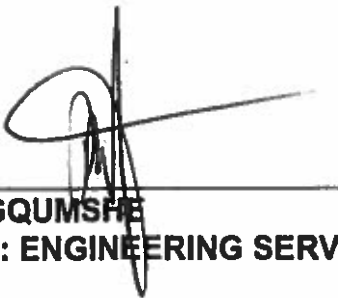
12 DECLARATION

12.1 I declare that I have no criminal record and was never dismissed for any misconduct or fraudulent activity.

12.2 I further hereby agree and give consent to, Bitou Municipality to conduct any enquiry including a relevant criminal record check with SAPS as well as any other financial fitness enquiry.

12.3 Should any of the information so obtained indicate a negative report then this contract will terminate immediately without notice.

SIGNED AT PLETTENBERG BAY ON THIS 06 DAY OF SEPTEMBER 2017.



P NGQUMSHE
HOD: ENGINEERING SERVICES

SIGNED AT PLETTENBERG BAY ON THIS 06 DAY OF SEPTEMBER 2017.



MR TC NDLOVU
MUNICIPAL MANAGER

1.

WITNESS

2.

WITNESS

I, the undersigned, hereby acknowledge receipt of this contract of employment and confirm that I have read it, or that the stipulations thereof have been read and explained to me, and that I understand it. I regard myself as being legally bound by this agreement and undertake to fulfill the stipulations contained therein.



EMPLOYEE

1. 

WITNESS

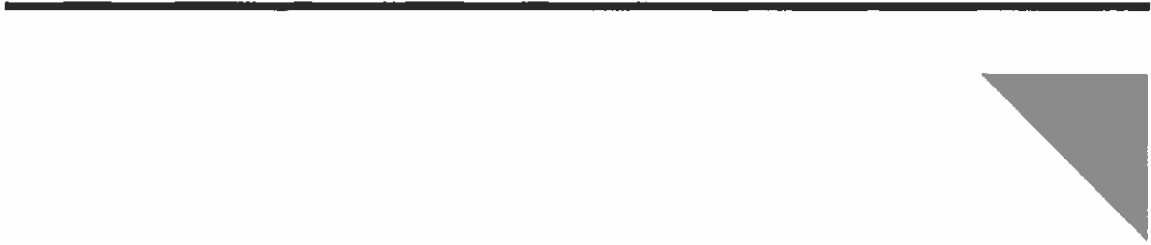
2. 

WITNESS

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MP

Annexure 17.8



Contract of employment

(Fixed Term Employees)

Entered

by and between

BITOU LOCAL MUNICIPALITY
(hereinafter referred to as "the Employer")

and

VUSUMZI CAGWE
(hereinafter referred to as "the Employee")
ID NO.; [REDACTED]

Both parties hereby agree as follows:

The following conditions shall apply and be binding on both Employee and Employer, as set out in this agreement:

Any changes to the stipulations shall be valid only if agreed to in writing by both parties.

1 ADDRESS OF THE EMPLOYER

Bitou Municipality
Private Bag X1002
Plettenberg Bay
6600

Address all correspondence to the Bitou Local Municipality's Municipal Manager

2 PERIOD OF SERVICE

- 2.1 The Employee shall be appointed temporarily in the service of the Employer from: **11 DECEMBER 2017 until 28 FEBRUARY 2018** upon which date this contract shall expire.
- 2.2 The temporary appointment is due to the current extreme workload of the Section and the fact that they are short staffed.
- 2.3 Any extension of the Employee's temporary appointment will not be valid unless such extension is agreed upon by both parties and is reduced to writing.
- 2.4 Notwithstanding Clause 2.2 of this agreement, the Employee accepts that there will be no expectation on the part of the Employer to extend the Employee's temporary appointment.

V.C.

AF

3. APPOINTMENT

3.1 The employee is appointed in a temporary capacity;

Department: **Engineering Services**
Division: **Electrical and Mechanical Engineering**
Position: **Electrical Assistant**
Remuneration: **T5 Notch 1 (R 95 989.64 per annum)**
Commencing date: **11 December 2017**
Expiry date: **28 February 2018**

3.2 The employee will perform the duties as per the attached Job Description.

4. HOURS OF WORK

4.1 The employee is obliged to work 5 days per week, Monday to Friday.

4.2 The employee's normal working hours will not exceed 40 hours per week and 8 hours per day.

4.3 The Employee undertakes to perform overtime. Such overtime shall take place in accordance with section 10 of the Basic Conditions of Employment.

4.4 The provisions of this paragraph do not apply to work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by the employee during the normal working hours.

5 REMUNERATION

5.1 The Employee shall be remunerated at **T5 Notch 1 (R 95 989.64 per annum)** and payment shall take place on the pay date of the Employer as per standard practice.

5.2 The Employee's salary will be paid into an existing bank account of his/her choice.

5.3 Legally prescribed and reciprocal deductions shall be deducted monthly from the Employee's remuneration.

6 LEAVE

6.1 The Employer shall grant leave for the duration of the appointment period in accordance with the Main Collective Agreement on the Conditions of Services (2 days per month.)

6.2 Leave may only be taken with the prior permission of the Employer



- 6.3 Accumulated holiday leave shall not be paid out to the Employee at the termination of this contract.

7 SICK LEAVE

- 7.1 The Employee is entitled to two (2) days paid sick leave for every completed month of service subject to statutory provision and requirements.
- 7.2 Paid sick leave shall not be granted if the sickness or injury can be attributed to the misconduct or negligence of the Employee.
- 7.3 Where the Employee has been absent due to illness, the Employee must provide the Employer with a medical certificate, which stipulates the period of absence, as well as the reasons. The submission of a medical certificate takes place in terms of section 23 of the Basic Conditions of Employment Act. The Employee must, if possible, notify the Employer within two (2) hours after the scheduled starting time of work.

8 RULES AND REGULATIONS

- 8.1 The Employee hereby accepts all general and disciplinary-, grievance-, safety and occupational health rules and regulations of the Employer.
- 8.2 The Employee acknowledges the right of the Employer to change, in consultation with Organized Labour, its rules with regard to general matters, disciplinary and grievance procedures, as well as health measures from time to time.

9 CONFIDENTIALITY

- 9.1 The Employee undertakes not to make known, confidential information about the Employer, during his/her period of employment and thereafter, available to any third party.

10 NOTICE OF TERMINATION OF SERVICE

- 10.1 Over and above the condition set out in clause 2 above, the following conditions are applicable:-

Should the Employer or the Employee wish to terminate the agreement, the one party should, in writing:-

- And within the first four (4) weeks give one (1) week notice of the termination of the contract.
- If, at any time, after the expiration of the first four(4) weeks of service, give two weeks notice of the termination of this agreement.

VC

DF

11 DOCUMENTATION

11.1 The Employee undertakes to provide the Employer with the following documentation:-

- Certified Copy of Identity document;
- Banking details

11.2 The Employer undertakes to provide the Employee with an Unemployment Certificate

12 DECLARATION

12.1 I declare that I have no criminal record and was never dismissed for any misconduct or fraudulent activity.

12.2 I further hereby agree and give consent to, Bitou Municipality to conduct any enquiry including a relevant criminal record check with SAPS as well as any other financial fitness enquiry.

12.3 Should any of the information so obtained indicate a negative report then this contract will terminate immediately without notice.

SIGNED AT PLETTENBERG BAY ON THIS _____ DAY OF DECEMBER 2017.

P LOMBARD
ACTING HOD: ENGINEERING SERVICES

SIGNED AT PLETTENBERG BAY ON THIS _____ DAY OF DECEMBER 2017.



DJ FRIEDMAN
ACTING MUNICIPAL MANAGER

1.

WITNESS

2.

WITNESS

U.C

RT

I, the undersigned, hereby acknowledge receipt of this contract of employment and confirm that I have read it, or that the stipulations thereof have been read and explained to me, and that I understand it. I regard myself as being legally bound by this agreement and undertake to fulfill the stipulations contained therein.



EMPLOYEE

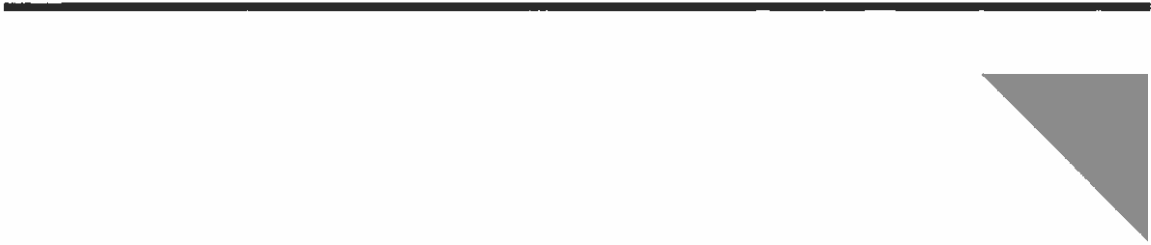
1. _____
WITNESS

2. _____
WITNESS

=====



Annexure 17.9





Memorandum: Human Resources Section

TO: MUNICIPAL MANAGER

FROM: SENIOR MANAGER: HUMAN RESOURCES

DATE: 26 JULY 2017

RE: EMPLOYEES SECONDED WITHOUT DUE PROCESS OF PAPERWORK

1. Purpose:

To inform the Municipal Manager of employees seconded / transferred to other departments / sections without the necessary paperwork.

2. Background:

Heads of Department were requested to provide the Human resources section with information on employees that were initially appointed within departments, but that are no longer working or reporting for duty at their respective positions.

A number of employees were transferred / seconded to other sections or departments without the necessary documentation.

Fourteen (14) employees are no longer reporting for duty as per their initial appointments.
(Annexure A: List with employee detail)

- The following ten (10) employees are working in sections where there are no positions on the approved organizational structure.

EMPLOYEE NAME	APPOINTED POSITION	DEPART.	SECTION	SECONDED/TRANSFERRED	DEPART.	SECTION
N Qina	Community Liaison Officer: Kwanokuthula	Community Services	Human Settlement & Housing	CCTV Surveillance Room operators	Community Services	Public Safety
DD Shandu	Community Liaison Officer: Kwanokuthula	Community Services	Human Settlement & Housing	CCTV Surveillance Room operators	Community Services	Public Safety
MI Ntshoko	Filing Clerk	Office of the Municipal Manager	Office of the Executive Mayor	Leaner Law Enforcement Officer	Community Services	Public Safety
Z Nene	Driver	Office of the Municipal Manager	Office of the Executive Mayor	Leaner Law Enforcement Officer	Community Services	Public Safety
S Matola	Security Officer	Office of the Municipal Manager	Office of the Executive Mayor	Leaner Law Enforcement Officer	Community Services	Public Safety

E Kramer	Small Machine Operator	Community Services	Parks, Horticulturist & Cemeteries	Not sure which position	Office of the Municipal Manager	Office of the Executive Mayor
BM Flepisi	General Assistant/Cleaner	Community Services	Sport and Public Facilities Maintenance	CCTV Surveillance Room operators	Community Services	Public Safety
S Futshane	Must be placed in terms of arbitration agreement	Community Services	Human Settlement & Housing	A settlement was reached in arbitration amongst parties	Community Services	Human Settlement & Housing
LG Ngele	General Worker	Community Services	Waste Management	Not sure which position	Strategic Services	LED
DC Evertse	General Assistant	Community Services	Beaches	Janitor / Cleaner	Strategic Services	Acrodrome

Mr Futshane (Annexure B(1): Settlement Agreement)

The below employee, Mr Futshane was dismissed from the employ of the organization, but referred his matter for arbitration to the Bargaining Council. A settlement agreement was reached between the parties on 11 August 2016 with the following conditions;

1. Mr Futshane will not return to the same position he occupied prior to his dismissal.
2. It was furthermore agreed that the respondent (Municipality) will utilize him in a similar position within his Task Grade and that applicant remain entitled to the same benefits until a suitable position to place him in has been identified.

It must be noted that the placement process of the employee in an alternative position as per settlement agreement was not followed and no information is documented. The incumbent is performing administrative housing duties (*no such post on the organisational structure*) in the Office of the Manager: Human Settlement and Housing, Mr Mark Fourie.

Also there is no position on current approved structure to place the incumbent within the housing section. The current structure is under review and the new proposed structure makes provision for a new position of Squatter Controller, within the Housing section. (Annexure B"2": Current and New proposed sectional structure).

The organization will undergo a placement process once the organisational structure is approved by Council, and the Squatter controller position is the only post that is a close match to that of employee's previous position, and he must therefore be considered to be placed in the position, when the organization exercise its close match placement process of employees.

Financial Implication:

No financial implication if transferred or placed in another position as the settlement agreement dictates that the employee's remuneration must remain unchanged. The employee is currently on a Task Level 9.

General Worker: Waste Management; Mr Ngele (Annexure C: Waste Management structure)

Mr Ngele is appointed as a General worker in the Waste Management Section (Waste Collection Services). The employee participated in a LED NQF 5 18-month Learnership program during 2015 to 2016. The then Acting Manager IDP and LED, Mr T Henge in his memorandum of 29 September 2015

requested that Mr Ngele be transferred from his position of General Worker to the LED section in order to gain experimental learning for the duration of the Learnership.

The employee sustained an injury on duty in 2013. During 2015 the employee was referred to an Occupational Therapist to assess his functional abilities and impairments for the injury on duty that he sustained during 2013 (full report on employee file).

The outcomes of the assessment report stated that the employee must be placed in a position that requires the employee to perform less physical activity, as his mobility is restricted to a certain extent.

Therefore it must be considered to exercise a horizontal placement, and it is recommended that the employee be horizontally transferred to the post of General Assistant within the Waste Management Division, section Waste Collection services, Sub section Street Sweeping & Public Spaces.

Financial implication

Placement will not result in a financial implication, it is proposed that the employee be placed horizontally. Employee is currently on a Task level 3.

D Evertse (Annexure D: Aerodrome structure)

The Janitor / Cleaner is EPWP positions on the organisational structure and the said employee is a permanent appointment.

In conclusion the employee can therefore NOT be considered to be placed in a post that is non-existent on the organisational structure, and she must therefore revert back to her initial position.

The following four (4) employees were transferred to positions that is on the approved organisational structure:

EMPLOYEE NAME	CURRENT POSITIONS	DEPARTMENT	SECTION	SECONDED/ TRANSFERRED	DEPARTMENT	SECTION	POSITION ON THE APPROVED STRUCTURE
LM Nkentsha	General Assistant	Engineering Services	Water Services	Principle Clerk: Occupational Health & Safety	Corporate Services	Human Resources	Yes, Incumbent was only seconded until 01 November 2016
M Kalipa	Housing Intern	Community Services	Human Settlement & Housing	Community Liaison Officer: Kwanokuthula	Community Services	Human Settlement & Housing	Yes
T Mlumiso	Senior Clerk	Community Services		Community Liaison Officer: Kwanokuthula	Community Services	Human Settlement & Housing	Yes
M Malawana	General Worker	Community Services	Waste Management	General Assistant/Cleaner	Community Services	Sport and Public Facilities Maintenance	Yes

LM Nkensha

Mr L Nkentsha was temporarily seconded from the Engineering Department, Water and Waste Water Treatment Section to the Corporate Services Department, Human Resources Section for a period up until 1 November 2016. The secondment contract was not extended and therefore the employee remained within the HR section without the further authorization.

It must be noted that there is a substantial difference between the remuneration level of his initial position and the post that he is currently "seconded" to.

- **Financial Implication**

The General Worker post is a T-Grade 3

Principle Clerk: Occupational Health & Safety is a T-Grade 7.

T Mlumiso (Permanent) and M Kalipa (intern)

The permanent employee, T Mlumiso and intern, M Kalipa, were both moved to the positions of Community Liaison Officers without due process. Initial occupants to the positions are the following Community Liaison Officers (CLO) DD Shandu or N Qina. Last-mentioned are currently performing CCTV Surveillance Room operator duties (no CCTV operator vacancies in the section).

The employee and intern must revert back to their positions, an intern is not an employee of the organization, she was appointed to assist with capturing backlog housing data and gain experiential learning.

Mr Malawana

The employee is "transferred" interdepartmentally as a General worker from the Waste Management section to Facilities and Services Centre.

The Manager: Waste Manager verbally informed the Manager: Administration HR that the employee is on light duty, and therefore he was "transferred". There is no documents on file to proof that Mr Malawana was assessed by an occupational therapist to proof the claims, and the matter was never reported to HR.

The Manager of Waste must submit a written request to HR in order for HR to refer the employee to an Occupational Therapist to assess his functional abilities and impairments.

There are 35 positions on the approved structure under the waste collection subsection of which 25 are filled (*this includes the "light duty" employees, Mr Malawana and L Ngele*).

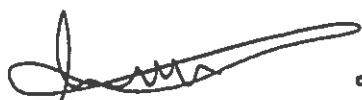
It is suggested that Mr Malawana revert back to his position until such time that the results of a functional capacity evaluation report is received from an occupational therapist.

IT IS THEREFORE RECOMMENDED;

1. That the following employees revert back to their positions;

EMPLOYEE NAME	APPOINTED POSITION	DEPART.	SECTION	
N Qina	Community Liaison Officer: Kwanokuthula	Community Services	Human Settlement & Housing	REMAIN AT CCC
DD Shandu	Community Liaison Officer: Kwanokuthula	Community Services	Human Settlement & Housing	REMAIN AT CCC
MI Ntshoko	Filing Clerk	Office of the Municipal Manager	Office of the Executive Mayor	REMAIN AS IS
Z Nene	Driver	Office of the Municipal Manager	Office of the Executive Mayor	REMAIN AS IS
S Matola	Security Officer	Office of the Municipal Manager	Office of the Executive Mayor	REMAIN AS IS
E Kramer	Small Machine Operator	Community Services	Parks, Horticulturist & Cemeteries	✓
BM Flepisi	General Assistant/Cleaner	Community Services	Sport and Public Facilities Maintenance	✓
DC Evertse	General Assistant	Community Services	Beaches	✓
M Nkentsha	General Assistant	Engineering Services	Water Services	APPOINTED A 07/07/17
M Kalipa	Housing Intern	Community Services	Human Settlement & Housing	✓
T Mlumiso	Senior Clerk	Community Services		✓
M Malawana	General Worker	Community Services	Waste Management	✓

2. That Mr Futshane be placed, via placement process in the post of Squatter controller (new post) once the draft structure is approved.
3. That Mr Ngele be placed horizontally in the position of General Worker, within the street sweeping and public spaces subsection, Community Services Department.
4. That the Manager of Waste submit a written request to HR to refer Mr Malawana to an Occupational Therapist to assess his functional abilities and impairments.

 28/7/2017

TM WILDEMAN
SENIOR MANAGER: HUMAN RESOURCES

SUPPORTED / NOT SUPPORTED



V.J. MBELANI
HEAD: CORPORATE SERVICES

APPROVED / NOT APPROVED



T.C. NDLOVU
MUNICIPAL MANAGER

APPROVAL IS GRANTED FOR
THE LETTERS TO BE ISSUED TO
THE OFFICIALS OF PAGE 5 THAT
HAVE A TICK (✓).

Annexure 17.10



Contract of employment

(Fixed Term Employees)

Entered by and between

BITOU LOCAL MUNICIPALITY
(Hereinafter referred to as "the Employer")

and

MAKHAYA MANA
(hereinafter referred to as "the Employee")

ID Number: [REDACTED]

Both parties hereby agree as follows:

The following conditions shall apply and be binding on both Employee and Employer, as set out in this agreement:

Any changes to the stipulations shall be valid only if agreed to in writing by both parties.

1 ADDRESS OF THE EMPLOYER

Bitou Municipality
Private Bag X1002
Plettenberg Bay
6600

Address all correspondence to the Bitou Local Municipality's Municipal Manager

2 PERIOD OF SERVICE

- 2.1 The Employee shall be appointed temporarily in the service of the Employer from: **01 MARCH 2017 until 31 MARCH 2017**; upon which date this contract shall expire.
- 2.2 Any extension of the Employee's temporary appointment will not be valid unless such extension is agreed upon by both parties and is reduced to writing.

TCA

1 Rainbow Place
Plettenberg Bay
6600

18 April 2017

Attention: Municipal Manager

APPOINTMENT: OFFICER: POLITICAL ADVISOR

I humbly request your intervention on some confusing facts on my letter of appointment as Political Advisor i.e. a political process has been subjected to administrative process in a certain degree which compromises the position. I request your intervention on the following issues:

Reporting

I am advising the Executive Mayor directly not via or through the Manager in the Office of the Executive Mayor, therefore logically I am not reporting to the Manager in the Office of the Executive Mayor. This is procedurally wrong. The organogram needs to be revisited and revised because it is man-made.

Task Level Notch

Notch 1 is for beginners on the field of being a Political Advisor. I, Makhaya Mana, am not new in the political environment of local government. Yes I am new in Bitou but not new in local government work. I have a vast experience since 1994 in terms of political and administration in local government. In terms of academic requirements i.e. a degree, majoring in Political Science. I match your advert. Last year I was appointed by SALGA Nationally as one of their facilitators in various provinces. As I stand now, I am one of the local government practitioners.

Above all I started to work in Bitou on 30 November 2016 and not on 4 April 2017. I am requesting the top notch of T12.

Commencement Date: 04 April 2017

I hope administrative adjustments will be made by Human Resources because I was at work on 1 April 2017.

Fringe Benefits:

1. **Working hours**

The nature of the post is designed to work very close with the Executive mayor and unfortunately councilors does not have specified working hours or weekends off. Some programs, meetings, instructions of the Executive Mayor are after hours and weekends i.e. Saturday and Sunday. My request is for a kind of reimbursement.

2. **Cellphone allowance of R660.00**

Cellphone is a tool of trade more especially after hours and weekends. Some time before you advise you must communicate with relevant people for more information. Sometimes you have to get deep in your advise and it takes you more time. I request the amount to be increased.

3. **Data/3G Internet**

For more information, I have to do a research before I advise the Executive mayor. I also request a reasonable amount.

4. **Transport allowance**

Transport is also a highly needed tool of trade, before you advise the Executive Mayor properly with the incident, you have to be on the scene day and night. Attending various meetings of the Executive Mayor locally and outside the boundaries of Bitou Municipality. Sometimes you have to assess the political situation before he arrives. Therefore I request a transport package which will assist me to perform my duties without any hindrance. The nature of the post necessitates me to be where the Executive mayor is more especially locally. Currently I am using my transport for various council activities.

In conclusion I have signed the appointment hoping the Municipal Manager will intervene as per my request.

Regards


M Mana



COMMENTS: MANAGER: HUMAN RESOURCES ADMINISTRATION

APPOINTMENT OF POLITICAL OFFICER BEARER: MR M MANA

The employee is appointed on a T12 notch 1. A request for reconsideration of notch level has been received i.e. employee is requesting a notch 12 of a Task level 12.

Reporting Lines:

The approved structure of council has reference. The structure shows that the employee is reporting to the Manager in the Office of the Executive Mayor, Mr. Dali. Section 66 of the Municipal Systems act is applicable in this instances whereas the MM develops a staff structure and submit to Council for consideration and therefore the change in reporting lines can only be approved by Council and not administratively by the Municipal Manager.

Task level and notch:

The employee is appointed on a T12 notch 1. It is the prerogative of the Municipal Manager to consider a higher notch, the employee is requesting to be considered on a Task level 12 notch 12. Note must be taken that the Municipal Manager requested HR to prepare a memorandum to remunerate the temporary employees for the period 1 – 3 April 2017 as they were at work at would be remunerated as temporary employees for the said period. Permanent / FTC employment was only effected after the interviews therefore the appointments are dated 4 April 2017.

Working hours is regulated as per Council resolution Item 466/01/04 of 14 January 2004. The employee is requesting a remuneration in kind, but note should be taken that the employee is above the earnings threshold i.e a Task level 10 and therefore cannot claim overtime, time off can be considered.

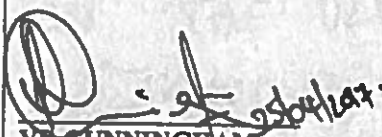
The employee is furthermore requesting:

An increase in Cell phone allowance to R1 000 per month (the employee is currently receiving R660 per month). Managers are receiving a cell phone allowance of R1000 per month and other officials receives a monthly cell phone allowance in the amount of R 660.00.

Data/3G Card Allowance – Managers and other Officials are receiving a data allowance of R250 per month. (the employee does not receive a Data Card Allowance).

Transport Allowance:

The Employee will participate in the essential car user scheme and will have to complete log sheets for the next 6 months (employee will be paid for actual kilometers travelled for the said 6 months), where after the average kilometers will be calculated for the monthly payment of the employees transport allowance.



VR CUNNINGHAM

MANAGER: HUMAN RESOURCES ADMINISTRATION

COMMENTS: SENIOR MANAGER: HUMAN RESOURCES

The above comments refers.



TM WILDEMAN

SENIOR MANAGER: HUMAN RESOURCES

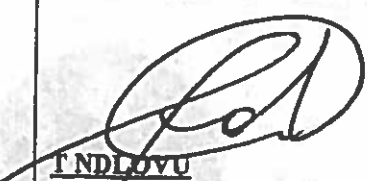
25/4/2017

COMMENTS: CHIEF FINANCIAL OFFICER

P. PETERS

ACTING SENIOR MANAGER: BUDGET & TREASURY

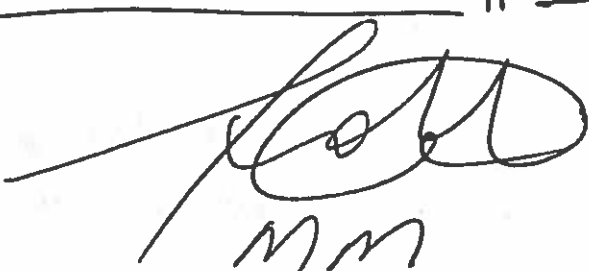
APPROVED / NOT APPROVED


T. NDLOVU
MUNICIPAL MANAGER

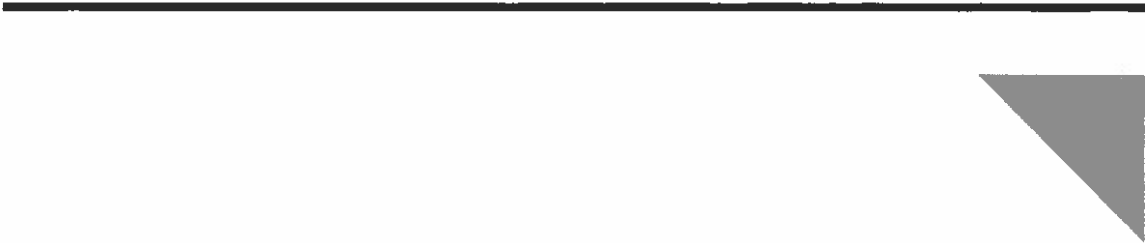
3/05/2017

THE FOLLOWING ARE APPROVED:

- 1) INCUMBENT TO BE REMUNERATED AT THE TOP NOTCH OF/LEVEL 12.
- 2) CELL PHONE ALLOWANCE IS APPROVED AT R1500 PER MONTH.
- 3) DATA CARD ALLOWANCE IS APPROVED AT R500 PER MONTH.
- 4) TRAVEL ALLOWANCE IS APPROVED AS PER THE POLICY ^{PROVISIONS} APPLICABLE TO MANAGERS. HR TO CALCULATE THE AMOUNT DEPENDING ON THE VEHICLE'S ENGINE CAPACITY.
- 5) STANDBY ALLOWANCE IS APPROVED AT R1500 PER MONTH.


MM

3/05/2017.



Sl. No.		Name of the person		Designation		Address		Contact No.		Email ID	

Contract of employment

(Fixed Term Employees)

Entered by and between

BITOU LOCAL MUNICIPALITY
(Hereinafter referred to as "the Employer")

and

MAKHAYA MANA
(hereinafter referred to as "the Employee")

ID Number: [REDACTED]

Both parties hereby agree as follows:

The following conditions shall apply and be binding on both Employee and Employer, as set out in this agreement:

Any changes to the stipulations shall be valid only if agreed to in writing by both parties.

1 ADDRESS OF THE EMPLOYER

Bitou Municipality
Private Bag X1002
Plettenberg Bay
6600

Address all correspondence to the Bitou Local Municipality's Municipal Manager

2 PERIOD OF SERVICE

2.1 The Employee shall be appointed temporarily in the service of the Employer from: **01 MARCH 2017 until 31 MARCH 2017**; upon which date this contract shall expire.

2.2 Any extension of the Employee's temporary appointment will not be valid unless such extension is agreed upon by both parties and is reduced to writing.

TaV

3. APPOINTMENT

3.1 The employee is appointed on a temporary capacity in the

Position: POLITICAL ADVISOR
Department: Office of the Municipal Manager
Division: Office of the Political Office Bearers

and will commence duties on **01 MARCH 2017.**

4. HOURS OF WORK

4.1 The employee is obliged to work 5 days per week, Monday to Friday.

4.2 The employee's normal working hours will not exceed 40 hours per week and 8 hours per day.

4.3 The Employee undertakes to perform overtime. Such overtime shall take place in accordance with section 10 of the Basic Conditions of Employment.

4.4 The provisions of this paragraph do not apply to work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by the employee during the normal working hours.

5 REMUNERATION

5.1 The Employee shall be remunerated on T12, notch 1 at R 21 151.72 per month and payment shall take place on the pay date of the Employer as per standard practice.

5.2 The employee is entitled to a monthly cell phone allowance in the amount of R 660.00 for the duration his contract of employment.

5.3 The Employee's salary will be paid into an existing bank account of his/her choice.

5.4 Legally prescribed and reciprocal deductions shall be deducted monthly from the Employee's remuneration.

6. LEAVE

6.1 The Employer shall grant leave for the duration of the appointment period in accordance with the Main Collective Agreement on the Conditions of Service (2 days per month.)

Tal

- 6.2 Leave may only be taken with the prior permission of the Employer.
- 6.3 Accumulated holiday leave shall be paid out to the Employee at the termination of this contract.

7. SICK LEAVE

- 7.1 The Employee is entitled to **two (2) days paid sick leave** for every completed month of service subject to statutory provision and requirements.
- 7.2 Paid sick leave shall not be granted if the sickness or injury can be attributed to the misconduct or negligence of the Employee.
- 7.3 Where the Employee has been absent due to illness, the Employee must provide the Employer with a medical certificate, which stipulates the period of absence, as well as the reasons. The submission of a medical certificate takes place in terms of section 23 of the Basic Conditions of Employment Act. The Employee must, if possible, notify the Employer within two (2) hours after the scheduled starting time of work.

8 RULES AND REGULATIONS

- 8.1 The Employee hereby accepts all general and disciplinary-, grievance-, safety and occupational health rules and regulations of the Employer.
- 8.2 The Employee acknowledges the right of the Employer to change, in consultation with Organized Labour, its rules with regard to general matters, disciplinary and grievance procedures, as well as health measures from time to time.

9 CONFIDENTIALITY

- 9.1 The Employee undertakes not to make known, confidential information about the Employer, during his/her period of employment and thereafter, available to any third party.

10 NOTICE OF TERMINATION OF SERVICE

- 10.1 Over and above the condition set out in clause 2 above, the following conditions are applicable: -

Should the Employer or the Employee wish to terminate the agreement prior to term, the one party should, in writing: -

- And within the first four (4) weeks give one (1) week notice of the termination of the contract.

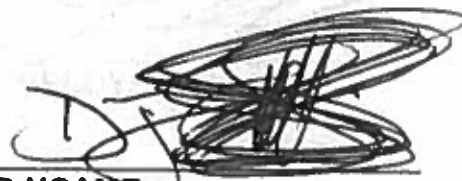
- If, at any time, after the expiration of the first four (4) weeks of service, give two weeks notice of the termination of this agreement.

11 DOCUMENTATION

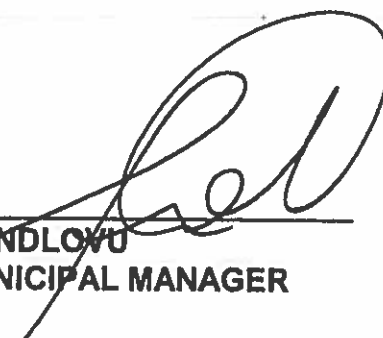
11.1 The Employee undertakes to provide the Employer with the following documentation: -

- Certified Copy of identity document;
- Banking details

11.2 The Employer undertakes to provide the Employee with an Unemployment Certificate


D NCANE
MANAGER: OFFICE OF THE
EXECUTIVE MAYOR

SIGNED AT PLETTENBERG BAY ON THIS 02 DAY OF MARCH 2017.


TC NDLOVU
MUNICIPAL MANAGER

1. 
WITNESS

2. 
WITNESS

12 DECLARATION

12.1 I declare that I have no criminal record and was never dismissed for any misconduct or fraudulent activity.

12.2 I further hereby agree and give consent to, Bitou Municipality to conduct any enquiry including a relevant criminal record check with SAPS as well as any other financial fitness enquiry.

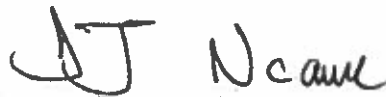
12.3 Should any of the information so obtained indicate a negative report then this contract will terminate immediately without notice.

I, the undersigned, hereby acknowledge receipt of this contract of employment and confirm that I have read it, or that the stipulations thereof have been read and explained to me, and that I understand it. I regard myself as being legally bound by this agreement and undertake to fulfill the stipulations contained therein.

SIGNED AT PLETTENBERG BAY ON THIS 02 DAY OF MARCH 2017.

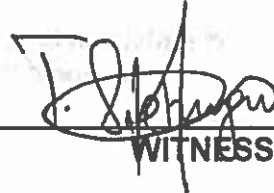

EMPLOYEE

1.

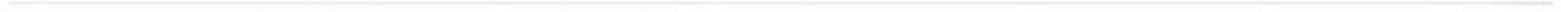
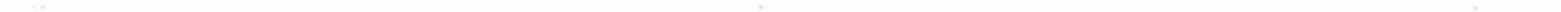


WITNESS

2.



WITNESS





Bitou

munisipaliteit umasipala municipality

to be the best together

Private Bag X 1002 Plettenberg Bay 6600
Tel: +27 (0)44 501 3000 Fax: +27 (0)44 538 3455

File Ref: 4/3/2/1/1

TC Ndlovu/hvr

4 May 2017

Mr. M Mana
01 Rainbow Place
PLETTENBERG BAY
6600

Dear Mr. M Mana

APPOINTMENT: OFFICER: POLITICAL ADVISOR (revised)

I refer to your initial appointment letter of 4 April 2017 and herewith please find the amendments in terms of the letter of request dated 18 April 2017.

Your particular attention is drawn to the following, which relates to your appointment.

DEPARTMENT	:	Office of the Municipal Manager
DIVISION	:	Office of the Executive Mayor
REPORTING	:	Manager: Office of the Executive Mayor
TASK LEVEL & NOTCH	:	T12 (Notch 12)
SALARY SCALE	:	R 253 820.63 – R 329 476.50 per annum
NOTCH	:	R 329 476.50
COMMENCEMENT DATE	:	04 April 2017
ANNUAL BONUS	:	You will receive an annual bonus equivalent to one month's pay at the end of November subject to the following conditions: A pro-rata bonus is payable in November if an employer been employed for shorter period than twelve months.

In addition to the foregoing, the following fringe benefits are also applicable:

Pension Scheme : Compulsory membership

**Medical Aid Fund,
including Medical Benefits** : Compulsory membership

Group Life Scheme : Compulsory membership

The Standard Housing Subsidy Scheme is also available in the event of building or purchasing a dwelling based on a maximum of R 135 000.00 (flat rate of R 742.00 per month) and will increase annually with the same percentage as the salary and wage increase each year.

Leave : 24 working days on full pay.

Sick Leave : 80 working days on full pay
in a 3 year cycle of 3 years.

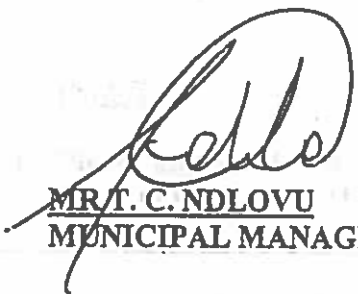
Working Hours : You will be working 5 days per week as follow:
Monday until Thursday from 07h30 until 16h30
with an half an hour lunch; and on Friday from
07h30 until 13h30 with no lunch break.

Overtime : The Employee undertakes to perform overtime.
Overtime will be worked and remunerated in
accordance with the BCEA as amended from time
to time, if applicable. You agree that, at our
discretion, you may be granted time-off in lieu of
overtime worked. Such time-off will be granted as
agreed with your supervisor/manager in line with
the Employer's Overtime Policy.

ALLOWANCES:

Cell-Phone	:	R 1 500.00 per month
Data Card	:	R 500.00 per month
Transport	:	You will also participate in the Transport Scheme of the Municipality applicable to Managers. (Perk scheme)
Fixed Standby Allowances	:	R 1500.00 per month

Your attention is also drawn to the fact that your appointment is concurrent with the political term of office.



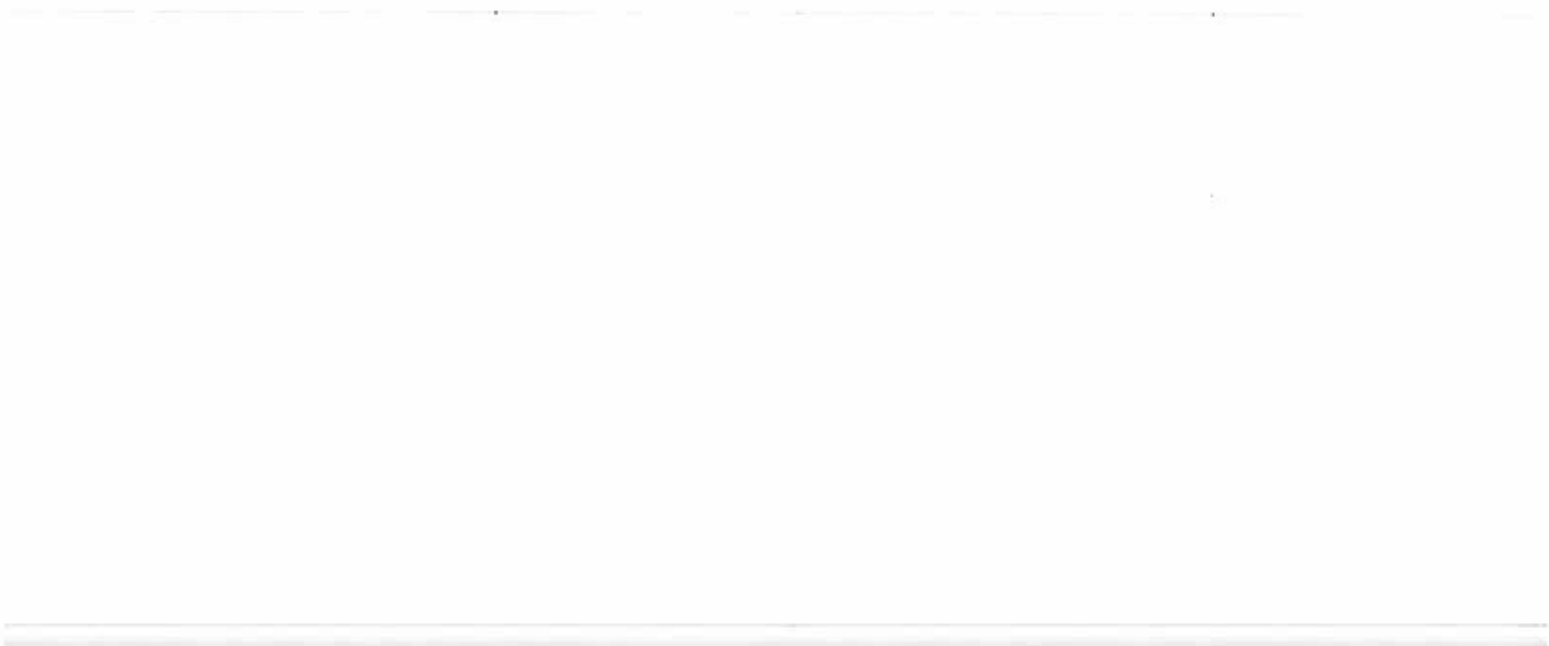
MR T. C. NDLOVU
MUNICIPAL MANAGER

I, the undersigned, hereby acknowledge receipt of this letter of appointment and confirm that I have read it, or that the stipulations thereof have been read and explained to me, and that I understand it. I regard myself as being legally bound by this agreement and undertake to fulfill the stipulations contained therein.

MR M MANA



Annexure 17.14





INTERVIEWS OUTCOMES REPORT

Date of report: 04 April 2017

Position advertised	OFFICER: POLITICAL ADVISOR
Media advertised	Internal Notice Boards
Notice Number (advert attached)	01 of 2017
Closing date for position	24 March 2017
Number of applications received	1 Application
Late applications	Not applicable
Shortlisting date and venue	30 March (Finance Board Room)
Number of candidates shortlisted	1 Candidate
Written assessment conducted and weighting	N/A
Date and venue of written assessment	N/A
Structured interview conducted and weighting	Yes (100%)
Date and venue of interview	03 April 2017 (Council Chambers)
Practical testing and weighting	Not applicable
Date and venue of practical testing	Not applicable
Recruitment process finalised within prescribed 3 months from date of advertisement	Yes

OCCUPATIONAL LEVEL	MALE						FEMALE						GRAND TOTAL
	AFRICAN	COLOUR	INDIAN	WHITE	DISABLED	TOTAL	AFRICAN	COLOUR	INDIAN	WHITE	DISABLED	TOTAL	
Economically Active Profile (Province)	15.0%	24.0%	0.7%	9.3%		49%	15.0%	25.0%	0.7%	10.0%		51%	100%
SKILLED TECHNICAL & JUNIOR MNG, SUPERVISORS & Superintendents	23	43	1	14		81	28	23	0	2	0	53	134
% Representation for Occupational Level	17%	32%	1%	10%	0%	60%	21%	17%	0%	1%	0%	40%	100%
% Representation pro total labour turnover per designated category	13.53%	29.45%	33.33%	51.85%	0.00%	23.41%	28.57%	25.27%	0.00%	25.00%	0.00%	26.90%	24.68%
TARGET	-2%	-8%	0%	-1%	0%	-11%	-6%	8%	1%	9%	0%	11%	

PANEL MEMBERS:

POSITION/JOB TITLE	NAME	STATUS
1. Mr. H van Rooyen	Assistant HR Officer	Observer
2. Mr. D Ncame	Manager: Office of the Executive Mayor	Scoring
3. Mr. T Mhlana	Manager: Office of the Deputy Executive Mayor	Scoring
4. Mr. J Sijama	Manager: Office of the Speaker	Scoring
5. Mrs. E Marias-Bower	IMATU Representative	Observer (left after some time)
6. Mr. T Dazela	SAMWU Representation	Observer (left after some time)

OUTCOMES OF INTERVIEW PROCESS;

Candidate	Rater: D Ncame in %	Rater: T Mhlana in %	Rater: J Sijama	Average %
M Mana	93	90	88	90.00

Preferred Candidate**M Mana****Employment Equity Target Met:****NO****RECOMMENDATION:**

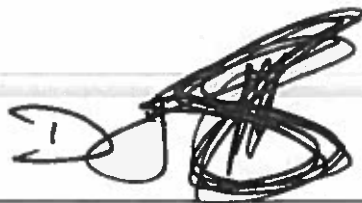
1. That Mr. M Mana be appointed in the post of Officer: Political Advisor on a Fix Term Contract (FTC); concurrent with political term of office, with effect from of 04 April 2017.

BUDGET IMPLICATION:

TASK LEVEL	Task Level 12
SALARY SCALE	R 253 820.63 – R 329 476.50 per annum
ALLOWANCES	Fringe benefits Transport & cell phone allowance

MOTIVATION FOR RECOMMENDING PREFERRED CANDIDATE, IF NOT MEETING EQUITY TARGET

*THERE WAS NO CANDIDATES FROM THE EE TARGET THEREFORE
THE Division*

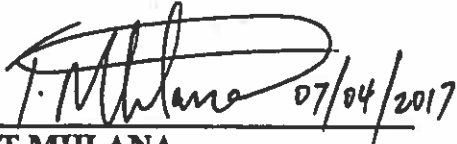


SUPPORTED / ~~NOT SUPPORTED~~



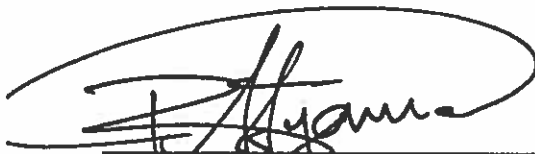
D NCAME
MANAGER: OFFICE OF THE EXECUTIVE MAYOR

SUPPORTED/ NOT SUPPORTED


07/04/2017

T MHLANA
MANAGER: OFFICE OF THE DEPUTY EXECUTIVE MAYOR

SUPPORTED/ ~~NOT SUPPORTED~~



J SIJAMA
MANAGER: OFFICE OF THE SPEAKER

APPROVED / NOT APPROVED



T.C NDLOVU
MUNICIPAL MANAGER

FOR OFFICIAL USE

The Human resources section is herewith confirming that interviews was conducted on 4 April 2016 and that the necessary due process was followed during the interview process.

SIGNATURE OF HR ADMINSTRATOR:


07/04/17

H V AN ROOYEN
ASSISTANT HR OFFICER

Annexure 17.15





INTERNAL MEMORANDUM

TO:

HOD: COMMUNITY SERVICES
HOD: CORPORATE SERVICES
ACTING EXECUTIVE MANAGER: HUMAN RESOURCES
SENIOR MANAGER: BUDGETING

FROM:

MANAGER: WASTE MANAGEMENT

DATE:

2 AUGUST 2016

SUBJECT:

TEMPORARY APPOINTMENTS

Background

Bitou Organizational Structure Division Waste Management makes provision for:

- 8x Supervisors/ Drivers
- General Assistants on Waste compactors
- General assistants within street sweeping & Public Spaces
- Note that Mr. D Masoka went on early pension at the end of July 2016 which is leaving a vacancy on one of the Waste Compactors and affecting service delivery.
- General assistants – Mr. L Ngele has been seconded to the LED section in a learnership
- General Assistant – Mr. ME Malawana is assisting at the Piesang Valley Community Hall as a general worker.

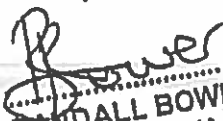
It is therefore requested that the above mentioned positions be filled on a temporary basis.

Recommendation:

That:

1. Mr. Masetl be appointed on a 3month period as driver in the position of Mr. Masoka. Masetl has been assisting as a driver during the 2015/16 season and therefore is familiar with the areas of collection.
2. Mr. Gary Logan and Ms. Lindelwa Monica Ntseka be appointed as general assistants for a period of 3 months and that the official transfers of both Mr. Ngele and Malawana be processed.

DATE: 02/08/2016


RANDALL BOWER

MANAGER: WASTE MANAGEMENT


MONDE STRATU
HOD: COMMUNITY SERVICES

SUPPORTED/NOT SUPPORT

DATE: 02/08/2016

COMMENTS: HUMAN RESOURCES SECTION

Position on approved structure: YES/ NO

Position vacant / new: YES / NO

Task level and basic salary:

V CUNNINGHAM

EXECUTIVE MANAGER: HUMAN RESOURCES

SUPPORTED / NOT SUPPORTED

R K SMIT

HEAD: CORPORATE SERVICES

Supported on the basis
that the vacancy exists and
budget is available.

APPROVED / NOT APPROVED

A PAULSE

MUNICIPAL MANAGER

Are the two posts on
the organogram.
HR seems to comment.

COMMENTS: HOD COMMUNITY SERVICES

MR. MONDE STRATU

HOD: COMMUNITY SERVICES