



## EMPLOYMENT CONTRACT

### BETWEEN

.....  
(The Makana Local Municipality)

### AND

.....  
(The Employee)

.....  
(Identity Number)

Both parties agree that unless otherwise stated, their rights and obligations are determined by this contract, the employee policy and systems of the Makana Local Municipality as well as the laws of the Republic of South Africa, with a meaningful consultation.

*Makana Municipality shall strive to ensure sustainable, affordable, equitable and quality services in a just, friendly, secure and healthy environment, which promotes social and economic growth for all.*

**...a great place to be**

**BACKGROUND**

Makana Local Municipality refers to the Municipality duly established in terms of section 12 of Local Government Municipal Structures Act, No 117 of 1998, situated at No: 76 High Street; Grahamstown and "Employee" refers to an incumbent who undertakes to serve the Municipality in accordance with the provisions of this Contract of Employment.

## **1. APPOINTMENT, PROBATION PERIOD AND JOB DESCRIPTION**

- 1.1 The employee is employed from the date.....at the Makana Local Municipality in the position of ..... which may be changed from time to time due the organisational structure review, with meaningful consultation.
- 1.2 The employee is employed on a probation basis for the first 3 months of employment to determine whether the employee possesses the necessary skills, personality and motivation to do the tasks for which he is employed and whether the employee complies with the operational requirement for a permanent position at the Makana Local Municipality.
- 1.3 The Makana Local Municipality will provide the employee with written feedback during the trial period if the employee does not comply with the requirements.
- 1.4 Should there be no improvement in the performance of the employee, the Makana Local Municipality reserves the right to terminate the employee's employment or to extend the probation period, with incumbent being capacitated to meet the required standard within reasonable time in line with the programme stipulated time period.
- 1.5 The employee confirms that the responsibilities and the requirements of the position were explained to him and that he is capable of working according to the required standards of the Makana Local Municipality and to work accurately and be motivated,

- 1.6 Changes in the Makana Local Municipality's operating environment may, from time to time, result in changes being made to the job description of the employee. Should any changes be made to the job description, these changes must be done with the necessary notification and consultation between the Makana Local Municipality and the employee, subject to job evaluation.
- 1.7 The employee based on the operational requirements, may agree to work at another department if necessary to perform any other reasonable-lawful duties within his ability that may fall outside of his job title and/or job description,
- 1.8 The cleaning and general maintenance of equipment and machinery, as well as the working environment, forms part of the duties of the employee and, if applicable, of the staff he supervises,
- 1.9 The employee takes responsibility to read and understand the policies, procedures and rules, and where he/she does not understand it is her/his responsibility to request for explanation and interpretation from his supervisor.

## 2 WORKING HOURS

- 2.1 The working hours of the employee are determined by the operational requirement of the business. The Makana Local Municipality therefore reserves the right to change the composition of the working hours, in line with the Basic Conditions of Employment Act as Amended and South African Local Bargaining Council Collective Agreement,
- 2.2 Due to operational requirements at Makana Municipality, workers may be required to work "shift" or a cycle of shifts. Such workers will, however, be compensated for any time worked over and above 40 hours in any one particular working week, i.e. a 7-day cycle.
- 2.3 The employee is entitled to a lunch break of 30 minutes per day between 13h00 to 13h30, a working tea break of 30 minutes per day between 10h00 to 10h15 and 15h00 to 15h15.

- 2.4 As a result of the Makana Local Municipality's type of operations, a departure from the normal lunch break times maybe communicated to the employee concerned.
- 2.5 Annual Leave will be mutually arranged between the Makana Local Municipality and the employee as Makana Municipal policy to suit the needs of the employee and the operational requirements of the Makana Local Municipality.
- 2.6 The employee remuneration will be in line as prescribed in the Basic Conditions of the Employment Act or any other legislation and South African Local Government Bargaining Council Collective Agreement as more specifically set out in Makana Municipality Rates of Remuneration and Allowances.

### **3 PUNCTUALITY AND ATTENDANCE**

- 3.1 It is an essential requirement of the MAKANA MUNICIPALITY that the EMPLOYEE:
- 3.1.1 has a good attendance record:
- 3.1.2 is punctual at work;
- 3.1.3 maintains a strict observance of start-up, stopping and break times.

### **4 OVERTIME WORK**

- 4.1 The operational circumstances sometimes make it impossible to plan in advance for overtime, and an employee will be required to work overtime, on short notice.
- 4.2 The nature of the operation of the business is such that it will at times be necessary to work overtime, and also on Sundays and public holidays, should the Makana Local Municipality in future decide the employee to work on Sundays and public holidays.

- 4.3 The employee confirms that it is a material condition of this employment contract that he agrees to work overtime, Sundays and on public holidays when requested to do so,
- 4.4 Any compensation that may be applicable for work done in respect of 2.6 will be made in terms of the provisions of the Basic Conditions of Employment Act and South African Local Government Bargaining Council Collective Agreement.

## **5 REMUNERATION**

- 5.1 The employee's remuneration package is set out in detail in the appointment letter attached to this contract (**Annexure A**),
- 5.2 The employee's remuneration package will be reviewed as per South African Local Bargain Council Collective Agreement,
- 5.3 Should the employee's employment be terminated for any reason other than retirement prior to the end of the year or should his notice period terminate on or before the end of the year, then he will be entitled to receive a annual bonus on a pro rata system,
- 5.4 The Makana Local Municipality pay day is the 25<sup>th</sup> of every month and reserves the right to change the day of compensation subject to consultation with employees.

## **6 MEDICAL POSITION**

- 6.1 The employee confirms that he is medically fit for the operational requirements of the position.
- 6.2 Should the employee's health at any time become a risk to others, or have an influence on the employee's work performance, the Makana Local Municipality may require the employee to submit to a medical examination by an independent medical practitioner at the cost of the Makana Local Municipality and the results of such a medical

examination will be made available to the Makana Local Municipality.

## **7 ANNUAL LEAVE**

7.1 During the period of this Agreement, the Employee will be entitled to annual leave in accordance with the Makana Local Municipality's Policies, Basic Conditions of Employment Act and South African Local Government Bargaining Council Collective Agreement

7.1.1 Leave must be taken at a time which is convenient to the Makana Local Municipality, within the leave cycle.

7.1.2 The employee shall be entitled to periods of leaves as stated in the leave policy (ies).

## **8. ILLNESS AND INJURY**

8.1 The Makana Local Municipality and the employee agree to ensure that all necessary precautions are taken to prevent any illness, injury or disease, which could have a negative effect on the employee's work performance and the performance of the Makana Local Municipality as per Occupational Health and Safety Act No 85 of 1993 as amended in 1993 and Makana Local municipality policy.

## **9. TERMINATION OF SERVICE**

9.1 With regard to monthly compensated employees, either party may terminate this contract by giving one calendar months' notice in writing to the other party. Such notice is to be submitted not later than the end of the last day of the month for termination at the end of the last day of the month.

9.2 Any party to this contract may also terminate the contract without serving notice if the other party is in breach of any aspect of this contract after disciplinary process.

9.3 The Makana Local Municipality may also terminate the contract without serving notice if the employee's transgression of the disciplinary code justifies such action or on any grounds recognised by the common law as sufficient.

- 9.4 An employee who terminate his/her employment without serving a notice, money owed will be deducted as stipulates in the BCEA.

## **10. MAKANA LOCAL MUNICIPALITY'S POLICIES, RULES AND REGULATIONS**

- 10.1. To ensure the efficiency and effective continuation of the Makana Local Municipality's business, the Makana Local Municipality will be entitled to lay down policies, rules and regulations at its own discretion which the Makana Local Municipality may change from time to time subject to the operation or requirements of the business.

## **11. DISCIPLINE**

- a. To ensure fairness and consistency to all employees, the Makana Local Municipality will apply a fair disciplinary policy and procedure on all the employee in the business as per South African Local Government Bargaining Council Collective Agreement.
- b. The disciplinary policy and procedure will be available to all employee and may be changed by the Makana Local Municipality due to the operational requirements of the business using Makana Local Municipality own discretion, provided that the employee receives notice of such change.
- c. Without in any way undermining the right of the Makana Local Municipality to act in a disciplinary manner, the following special disciplinary rules apply:
- i) The employee irrevocably agrees, when requested by the Makana Local Municipality, to subject himself during working hours to a test for alcohol, drug or any other such substance, to establish to what degree, if any, such substances may have affected him.
  - ii) The Makana Local Municipality will have the discretion to decide the necessity, nature, and the time of a test (as mentioned) to be carried out.



- iii) A refusal of the employee to undertake such a test will be classified as a refusal of an order by the Makana Local Municipality and dealt with according to the Makana Local Municipality's disciplinary code and procedure.
- iv) The Makana Local Municipality has the right to search the employee or his belongings to establish whether the employee is in possession of any of the Makana Local Municipality's property, at times and places determined by the Makana Local Municipality at control points (i.e. gates).
- v) The Makana Local Municipality and employee undertake to handle such search inspections with dignity, to avoid inflicting damage to the image and integrity of either party.
- vi) Nothing stated above must be interpreted as effecting the rights of the Makana Local Municipality in terms of Common Law in any way.
- vii) The employee aggrieved by any conduct of the Makana Local Municipality or colleagues or condition of employment must make use the grievance policy.

## **12. PUBLIC HOLIDAYS**

The EMPLOYEE undertakes to work on such public holidays as may be designated by the Makana Local MUNICIPALITY, should the Makana Local MUNICIPALITY consider this appropriate for operational reasons, and agrees, if so required by the Makana Local MUNICIPALITY.

## **13. TRANSPORT**

The MUNICIPALITY will not be responsible in any way whatsoever to provide / assist the EMPLOYEE with transport either to or from work at any time. (it will only be provided on special occasions only for operational requirements

## **14. MONEY OWED TO THE MAKANA LOCAL MUNICIPALITY**

14.1. The employee also understands and confirms that it is a specific condition of this contract that should the employee at any time act as a cashier or be

responsible for the handling of cash and/or cheques, the employee will be responsible for any shortages when balancing the cash and/or cheques,

14.2. Employee hereby agrees that the Makana Local Municipality may deduct the amounts outstanding from any monies due to him, provided that the Makana Local Municipality is in possession of written proof that such outstanding debt exists.

14.3. Makana Local Municipality hereby agrees that the deduction(s) shall not exceed more than a quarter of the employee's salary/wage, as per the Basic Conditions of Employment Act as Amended in 2014.

## **15. CONFIDENTIALITY**

15.1. In the interest of the protection and maintenance of the Organisational Trade Secrets (which for the purpose hereof means the Makana Municipality's goodwill, technical and business know-how, trade secrets, confidential information and the Makana Municipality's intangible assets in general), the employee undertakes to the Makana Municipality that:

15.2. He shall not during his employment by the Makana Municipality or at any time thereafter, either himself utilise and/or directly or indirectly divulge and/or disclose to any third party (except as required by the terms and nature of the Employee's employment with the Makana Municipality) any of the Makana Municipality's trade secrets,

15.3. S/He shall treat the terms and conditions of this contract (including but not limited to all details of his remuneration) as confidential matters which may not be divulged to any third party,

15.4. He shall treat as confidential all Trade Secrets which a third party has in terms of any contract made available to the Makana Municipality and which has become known to the employee in the course of his duties under this agreement, and not divulge to other third parties any information regarding such Trade Secrets contrary to the terms of the aforesaid contract;

- 15.5. Any documents or records (including written instructions, drawings, notes or memoranda) relating to the Trade Secrets of the Makana Municipality, which are made by the employee or which come into the employee's possession during the period of his employment with the Makana Local

Municipality, shall be deemed to be the property of the Makana Municipality and shall be surrendered to the Makana Municipality on demand, and in any event on the termination of the employee's employment by the Makana Municipality and the employee will not retain any copies thereof or extract therefrom.

- 15.6. The Makana Local Municipality and the employee undertake not to make any information available or to make any public announcements during and after ending of the contract of employment to any person or institution which may have a negative influence on the other party.

## **16. GOOD FAITH**

- 16.1.1 In the implementation of this agreement, the parties undertake to observe the utmost good faith and they warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets, or interests of any other(s) of them.

## **17. INTEGRITY**

- 17.1 It is recorded that honesty and integrity of the EMPLOYEE, remain essential elements of the employment relationship, and that any conduct which reflects adversely on the EMPLOYEE's honesty or integrity, will be viewed in an extremely serious light by the MUNICIPALITY.

## **18. RETIREMENT**

- 18.1 The employee will retire at the end of the month in which he reaches the age of 60 for Women and 65 for Males. Any extended employment at the Makana Local Municipality after the date mentioned will be dealt with in terms of a new employment contract with a maximum employment period of one year.

## **19. PRIVATE WORK**

19.1. The employee may not, without written approval from the Makana Local Municipality, do any other work/become involved in other activities

during or outside working hours which will give an income and/or profit to the employee and/or will take direct time from the employee in the operations of the business during or after normal working hours at the Makana Local Municipality and/or will lead to a conflict of interest between the employee and the Makana Local Municipality,

19.2. The employee may not be an active director, manager or partner in any other business without written approval from the Makana Local Municipality.

## **20. MATERNITY LEAVE**

20.1. Female employees shall be entitled to four months unpaid maternity Leave as per Basic Conditions of Employment Act.

## **21. ADMINISTRATION AND FINANCE**

21.1. The employee will not have any contractual capacity to commit the Makana Municipality to financial and/or other undertakings without the prior approval, in writing, of any of the Municipal Manager or his duly appointed Director,

21.2. Problems are to be referred to any of the Directors immediately in writing so that they may be duly informed thereof, prior to any client contact,

21.3. Prior approval of the Managing Director is to be obtained in respect of any expenditure to be incurred.

## **22. GENERAL PROVISIONS**

22.1. No alterations, cancellations, variations of or additions hereto shall be of any force or effect unless reduced to writing and signed by both parties to this agreement or their duly authorised representatives.

- 22.2. This agreement with effect from date of signature hereof cancels and supersedes the terms and conditions of all prior negotiations and agreements between the parties.
- 22.3. This agreement, the work rules and the disciplinary code contains the entire agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 22.4. No extension of time or indulgence granted by any party or the other(s) shall be deemed in any way to affect, prejudice or derogate from the rights of such party in any respect under this agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a notation of this agreement.
- 22.5. Each paragraph, clause, term and provision of this agreement shall be considered severable and if, for any reason, any part of this agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation, or in terms of a final, binding judgement issued by any court, it shall not impair the operation of, or have any effect upon such other portions of this agreement as may otherwise remain valid or intelligible, which shall continue to give full force and effect and bind the parties hereto.
- 22.6. To the extent that any other undertaking or restraint in this agreement is deemed or is held to be unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but could be enforceable by reducing any or all thereof, the parties agree that shall be enforceable to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought,
- 22.7. Words imparting the singular shall include the plural and vica versa and words imparting the male gender shall include females and words imparting personas shall include partnerships and bodies corporate.

### **23. RIGHTS**

23.1. Nothing contained in this contract shall be interpreted as negatively affecting the current legal rights of the Makana Local Municipality or the employee in terms of the applicable statutory laws and regulations.

**Makana Local Municipality value you as an asset and looks forward to a long-mutual beneficial association.**

**24. SIGNATURES**

MAKANA LOCAL MUNICIPALITY:

Name: .....Signature:.....Capacity: Municipal manager

DATE:.....OF .....20 WITNESS ..... WITNESS .....

EMPLOYEE:

Name: .....Signature:.....Job Title:.....

.....

DATE:.....OF .....20 WITNESS ..... WITNESS .....