



PERFORMANCE AGREEMENT

Made and entered into by and between:

RAMAKGAHLELA MINAH MAREDI

Municipal Manager of Elias motsoaledi Local Municipality

On behalf of Elias Motsoaledi Local Municipality

And

AMOS MAYIMELE

("DIRECTOR: CORPORATE SERVICES")

A Rm

1. PURPOSE OF PERFORMANCE AGREEMENT

The parties agree that the purposes of this agreement are to:

- (1) Comply with the provisions of Section 57 (1) (b), (4A), (4B) and (5) of the Systems Act as well as the employment contract entered into between the parties;
- (2) Specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the budget of the municipality;
- (3) Specify accountabilities as set out in a performance plan, plan which forms an annexure to the performance agreement;
- (4) Monitor and measure performance against set targeted outputs;
- (5) Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- (6) In the event of outstanding performance, to appropriately reward the employee; and
- (7) Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

2. COMMENCEMENT AND DURATION

- (1) The performance agreement must be entered into for each financial year of the municipality, or part thereof. The performance agreement will be with effect from **01st AUGUST 2015-30 JUNE 2016**.
- (2) The parties must review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces the previous agreement at least once a year within one month after the commencement of the new financial year.
- (3) The agreement will terminate on the termination of the employee's contract of employment for any reason.
- (4) If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised.



3. PERFORMANCE OBJECTIVES

- (1) The performance plan sets out;
 - (a) The performance objectives and targets that must be met by the employee; and
 - (b) The time frames within which those performance objectives and targets must be met
- (2) The performance objectives and targets reflected in the performance plan are set by the employer in consultation with the employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the municipality, and shall include key objectives; key performance indicators; targets dates and weightings.
- (3) The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- (4) The employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the employer's Integrated Development Plan.

4. PERFORMANCE MANAGEMENT SYSTEM

- (1) The employee agrees to participate in the performance management system that the employer adopts or introduces for the municipality.
- (2) The employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employer, management and municipal staff to perform to the standards required.
- (3) The employer will consult the employee about the specific performance standards that will be included in the performance management system as applicable to the employee.
- (4) The employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (including special projects relevant to the employee's responsibilities) within the local government framework.
- (5) The criteria upon which the performance of the employee must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and Core Competency Requirements (CCRs) respectively. Each area of assessment will be weighted and will contribute a



specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

- (6) The employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

Key Performance Areas (KPA's) for Municipal Managers	Weighting
Basic Service Delivery	10
Municipal Institutional Development and Transformation	35
Local Economic Development	5
Municipal Financial Viability and management	15
Good Governance and Public Participation	25
Spatial Rationale	10
Total	100%

- (7) In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant
- (8) The CCRs will make up the other 20% of the employee's assessment score. CCRs that are deemed to be most critical for the employee's specific job should be selected from the list below as agreed to be between the employer and the employee and must be considered with due regard to the proficiency level agreed to:

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)		
LEADING COMPETENCIES		
		Weight
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organizational Awareness 	10
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management 	10



	<ul style="list-style-type: none"> • Program and Project Monitoring and Evaluation 	
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	10
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	10
Core Competencies		
Moral Competence		10
Planning and Organising		10
Analysis and innovation		
Knowledge and information Management		
communication		10
Results and Quality Focus		10
Total Percentage		100%

5. EVALUATING PERFORMANCE

1. The performance plan sets out-
 - i. the standards and procedures for evaluating the employee's performance; and
 - ii. the intervals for the evaluation of the employee's performance.
2. Despite the establishment of agreed intervals for evaluation, the employer may, in addition, review the employee's performance at any stage while the contract of employment remains in force.
3. Personal growth and development needs identified during any performance review discussion must be documented in a personal development plan as well as the actions agreed to and implementation must take place within set time frames.
4. The annual performance appraisals must involve:
 - (a) Assessment of the achievement of results as outlined in the performance plan:
 - (i) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
 - (ii) An indicative rating on the five-point scale should be provided for each KPA

- (iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final score.

(b) Assessment of the CCRs

- (i) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (ii) An indicative rating on the five point scale should be provided for each CCR.
- (iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- (iv) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR score.

Overall Rating

- (i) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisals.
- (ii) The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's:

PERFORMANCE APPRAISAL OF KPAs AND CCRs				
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE	PERFORMANCE BONUS RATIOS
Level 5: Outstanding Performance	Performance far exceeds the standards expected for the job in all areas of the manager. The manager has achieved exceptional results against all performance criteria and indicators specified in the Performance Plan and maintained this in all areas of responsibility throughout the year.	5	75-100	Maximum bonus allowed into Regulations is between 10% and 14% of person's inclusive annual remuneration package. The % as determined per Council Resolution is as follows: 75-76%=10% 77-78%=11% 79-80%=12% 81-84%=13% 85-100%=14%

PERFORMANCE APPRAISAL OF KPAs AND CCRs				
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE	PERFORMANCE BONUS RATIOS
Level 4: Performance significantly above expectations	Performance is significantly higher than the standard expected for the job in all areas. The manager has achieved above fully effective results against more than half of the performance criteria and indicators specified in the performance plan and fully achieved all others throughout the year.	4	65-74	Maximum bonus allowed into Regulations is between 5% and 9% of person's inclusive annual remuneration package. The % as determined per Council Resolution is as follows: 65-66%=5% 67-68%=6% 69-70%=7% 71-72%=8% 73-74%=9%
Level 3: Fully Effective	Performance fully meets the standard expected for the job in all areas. The manager has achieved effective results against all significant performance criteria and indicators specified in the Performance Plan and may have achieved results significantly above expectations in one or two less significant areas throughout the year.	3	51-64	No bonus
Level 2: Performance not fully satisfactory	Performance is below the standard required for the job in key areas. The manager has achieved adequate result against many key performance criteria and indicators specified in the Performance Plan but did not fully achieve adequate results against others during the course of the year. Improvement in these areas is necessary to bring performance up to the standard expected.	2	31-50	No bonus

PERFORMANCE APPRAISAL OF KPAs AND CCRs				
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE	PERFORMANCE BONUS RATIOS
Level 1: Unacceptable Performance	Performance does not meet the standard required for the job. The manager has not met one or more fundamental requirements and/or is achieving results that are well below the performance criteria and indicators in a number of significant areas of responsibility. The manager has failed to demonstrate the commitment or ability to bring performance up to the level expected despite efforts to encourage improvement	1	Less than 30	No bonus

(c) For purpose of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established –

- (i) Executive Mayor or Mayor
- (ii) Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- (iii) Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council
- (iv) Mayor and/or municipal manager from another municipality; and
- (v) Member of a ward committee as nominated by the Executive Mayor or Mayor

(d) For purpose of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –

- (i) Municipal Manager;
- (ii) Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- (iii) Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council




(iv) Municipal manager from another municipality

(e) The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

Schedule for performance reviews

1. The performance of the employee in relation to his or her performance agreement must be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

1 st Quarter	: July –September 2015
2 nd Quarter	: October-December 2015
3 rd Quarter	: January – March 2016
4 th Quarter	: April – June 2016

2. The employer must keep a record of the mid-year review and annual assessment meetings.
3. Performance feedback must be based on the employer's assessment of the employee's performance.
4. The employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.
5. The employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented or amended as the case may be on agreement between both parties.

Developmental Requirements

A personal development plan (PDP) for addressing developmental gaps must form part of the performance agreement.

Obligations of the Employer

The employer must –

- (1) Create an enabling environment to facilitate effective performance by the employee;
- (2) Provide access to skills development and capacity building opportunities;
- (3) Work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;



- (4) On the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- (5) Make available to the employee such resources as the employee may reasonably require from time to time assisting him or her to meet the performance objectives and targets established in terms of the agreement.

Consultation

- 1. The employer agrees to consult the employee timeously where the exercising of the power will have amongst other,—
 - (b) a direct effect on the performance of any of the employee's functions.
 - (c) Commit the employee to implement or to give effect to a decision made by the employer; and
 - (d) A substantial financial effect on the employer
- (2) The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-regulation (1) as soon as is practicable to enable the employee to take any necessary action without delay.

Management of evaluation outcomes

- (1) The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- (2) A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on an overall rating, calculated by using the applicable assessment rating calculator; provided that
 - (a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - (b) a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- (3) In the case of unacceptable performance, the employer shall
 - (a) Provide systematic remedial or developmental support to assist the employee to improve his or her performance; and



- (b) After appropriate performance counseling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

Disputes Resolution

- (1) Any disputes about the nature of the employee's performance agreement whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the agreement, must be mediated by –
- (a) In the case of the Municipal Manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and
- (b) In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty days (30) of receipt of a formal dispute from the employee;

Whose decision shall be final and binding on both parties.

- (2) Any disputes about the outcome of the employee's performance evaluation must be mediated by-
- (a) In the case of the municipal manager, the MEC for local government in the province within thirty days (30) of receipt of a formal dispute from the employee, or any other person designated by the MEC; and
- (b) In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) within thirty (30) days of receipt of a formal dispute from the employee

Whose decision shall be final and binding on both parties.



General

- (1) The contents of the performance Agreement must be available to the public by the employer in accordance with the Municipal Finance Management Act, 2003 and section 46 of the Act
- (2) Nothing in this Agreement diminishes the obligations, duties or accountabilities of the employee in terms of his or her employment contract, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- (3) The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Signed at Groblersdal on this 24 August day of August 2015

1. [Signature]
R.M MAREDI

MUNICIPAL MANAGER OF ELLIAS MOTSOLEDI LOCAL MUNICIPALITY

AS WITNESSES: _____

2. [Signature]
A. MAYIMELE

DIRECTOR : CORPORATE SERVICES

AS WITNESSES: [Signature]

ANNEXURE A: PERFORMANCE PLAN

KPA 2: Institutional Development and Municipal Transformation

Strategic Goal: Capacitated and effective human capital

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16					Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18	2018/19
Improved efficiency and effectiveness of the Municipal Administration	Organisational Development	Review and submit organisational structure (aligned to the IDP and Budget) to Council for approval before June 2016	2.2	21	Opex	1	N/A	N/A	N/A	1	1	1	1	1
		% of Females awarded learner ships in terms of the Gender Equality programme	2.3	22	Opex	New	N/A	N/A	50%	N/A	50%	50%	50%	50%

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KPA 2: Institutional Development and Municipal Transformation

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16					Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18	2018/19
Improved efficiency and effectiveness of the Municipal Administration	Organisational Development	% of beneficiaries trained as per target of Workplace Skill Plan (WSP) annual	2.4			100%	N/A	N/A	N/A	100%	100%	100%	100%	100%
	Performance Management	% attainment in departmental performance (CS)	2.5		Opex		N/A	50%	N/A	90%	90%	92%	95%	100%
	New / Review Policies	# of new / reviewed policies approved by Council			Opex	8	N/A	N/A	N/A	8	8	8	8	8
	ICT	% availability of ICT services per quarter			Opex		95%	95%	95%	95%	95%	95%	95%	95%

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KPA 2: Institutional Development and Municipal Transformation

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16					Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18	2018/19
Improved efficiency and effectiveness of the Municipal Administration	ICT	# of ICT steering committee meetings held in terms of the implementation of the ICT governance strategy and policy			4	New	1	1	1	1	4	4	4	4
	Labour Relations	# of Local Labour Forum (LLF) meetings held as scheduled			Opex		2	2	2	2	8	8	8	8

[Signature]

[Signature]

KPA 5: Municipal Financial Viability and Management
Strategic Goal: Sustainable financial growth/viability

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16					Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18	2018/19
To implement sound Financial management practices	Expenditure	% spend of the Departmental operational Budget (CS)	5.1		Opex		N/A	55%	N/A	90%	90%	95%	95%	95%
	SCM	% attendance at scheduled Bid Committee meetings	5.7		Opex	New	100%	100%	100%	100%	100%	100%	100%	100%



KPA 6: Good Governance and Public Participation
Strategic Goal: Good Governance

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16					Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18	2018/19
To create a culture of accountability and transparency	Good Governance	% of Internal Audit Findings resolved per quarter as per the Audit Plan (CS)	6.4		Opex		100%	100%	100%	100%	100%	100%	100%	100%
		% of AG Management Letter findings resolved by year-end (CS)	6.4		Opex		N/A	N/A	N/A	100%	100%	100%	100%	100%
		% of Service Level Agreements (SLA's) and Employment Contracts processed within the time frame of 30 days	6.4		Opex	New	100%	100%	100%	100%	100%	100%	100%	100%
		% of Lease Agreements processed within the time frame of 30 days	6.4		Opex	New	100%	100%	100%	100%	100%	100%	100%	100%

DETAILED CAPITAL WORKS PLAN

PROJECTS											
Vote No.	Ward No.	Project	Strategic Objective	Budget R 000's 2015/16	Budget R 000's 2016/17	Budget R 000's 2017/18	1st Quarter Target 2015/16	2nd Quarter Target 2015/16	3rd Quarter Target 2015/16	4th Quarter Target 2015/16	Programme owner
KPA 2: Municipal Transformation and Organisational Development											
505	n/a	Furniture	Improved efficiency and effectiveness of the municipal administration	500	500	500	100% furniture purchased	100% furniture purchased	100% furniture purchased	100% furniture purchased	Corporate Services
505	n/a	Hardware and Software Devices		500	500	500	100% hardware and software devices purchased	100% hardware and software devices purchased	100% hardware and software devices purchased	100% hardware and software devices purchased	Corporate Services
505	n/a	Tools and equipment		100	N/A	N/A	100% tools and equipment purchased	100% tools and equipment purchased	100% tools and equipment purchased	100% tools and equipment purchased	Corporate Services



ANNEXURE B: PERSONAL DEVELOPMENT PLAN

PERIOD: JULY 2015 -JUNE 2016

Skills/Performance (in order of priority)	Outcomes expected (measurable indicators)	Suggested training and/or development activity	Suggested mode of delivery	Suggested time frames	Work opportunity to practice skills or development area	Support person
Completion of the additional modules for CPMF	Certificate	block session	university	6 months	EMLM	Municipal Manager
performance monitoring and evaluation	Certificatd	block session	university	12 months	EMLM	Municipal Manager



A.MAYIMELE

DIRECTOR: CORPORATE SERVICES

24-08-2015

DATE



DISCLOSURE BY OFFICIALS OF PERCUNIARY INTEREST

For the Financial Year - 2015/16

FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) MAYIMELE .A_____

_____ Postal address P.O BOX 12563 BENDORPARK_____

_____ 0699_____

Residential address THORNHILL VILLAGE_____

_____ THE WILLOWS NO.11_____

Position held DIRECTOR: CORPORATE SERVICES_____

_____ Tel: 013262 3056_____ Fax: _____

hereby certify that the following information is complete and correct to the best of my knowledge:

1. Shares and other Financial Interests

Number of Share/Extent of financial interest	Nature	Nominal Value	Name of Company/Entity
N/A			

2. Directorship and Partnerships

Name of Corporate Entity or Partnership	Type of Business	Amount of Remuneration
N/A		

3. Remunerated work Outside of the Institution/Municipality

NB: An estimate to be provided of anticipated work during the period 01/07/2015 to 30/06/2016.

Name of Employer	Type of Work	Amount of Remuneration
N/A		

Name of Executive Authority _____

Name, Signature of Executive Authority _____

Date _____

4. Consultancies and Retainerships

NB: To also include the period 01/07/2015 to 30/06/2016

Name of Client	Nature	Type of Business Activity	Value of any Benefit Received
N/A			

5. Sponsorships

NB: To include the period 01/07/2015 to 30/06/2016.

Source of Assistance/Sponsorship	Description of Assistance/Sponsorship	Value of Assistance/Sponsorship
N/A		

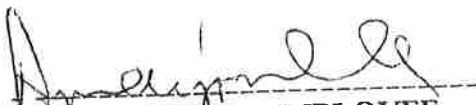
6. **Gifts and Hospitality from a Source other than a Family Member**

NB: To include the period 01/07/2015 to 30/06/2016.

Description	Value	Source
N/A		

7. **Land and Property - Owned directly by Official and/or indirectly, jointly with other individuals/companies/organization/etc**

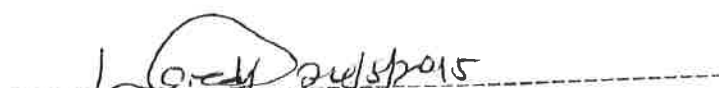
Description	Extent	Area	Value
N/A			


SIGNATURE OF EMPLOYEE

DATE: 24-8-15

PLACE: Groblersdal

NOTE: DISCLOSURE NOTED BY MUNICIPAL MANAGER


SIGNATURE: MUNICIPAL MANAGER

DATE: 24/8/2015

PLACE: Groblersdal

OATH/AFFIRMATION

1. I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- i. Do you know and understands the contents of this declaration?

Answer Y

- ii. Do you have any objection to taking the prescribed oath or affirmation?

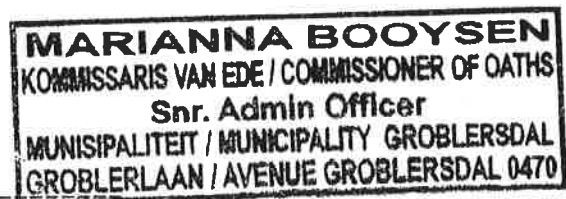
Answer N

- iii. Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer Y

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration. The deponent uttered the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of this declaration are true." The signature/mark of the deponent is affixed to the declaration in my presence.

M. Booysen



Commissioner of Oath / Justice of the Peace

Full first names and surname:

MARIANNA BOOYSEN (BLOCK LETTERS)

Designation (rank) SNR. ADMIN OFFICER: TRAFFIC

Street Address of Institution GROBLER AVENUE 2, GROBLERSDAL

Date 20/08/2015 Place GROBLERSDAL

ELIAS MOTSOALEDI LOCAL MUNICIPALITY

EMPLOYEE CODE OF CONDUCT: RULES & REGULATIONS



EMPLOYEE CODE OF CONDUCT

(RULES & REGULATIONS)

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1. SCOPE OF POLICY

The terms of this Policy shall be observed in the Local Government Undertaking and in specific the Elias Motsoaledi Local Municipality in the Republic of South Africa and by all employees who falls within the registered scope of the applicable Council.

2. OBJECTIVES

To establish a standard set of rules and regulations for the entire Municipality whereby all employees will adhere to and to adopt such rules and regulations as a standard code of conduct for all employees.

3. PERIOD OF OPERATION

This policy is in respect of employee's conduct, rules and regulations will remain in force until amended and approved by Council. Schedule 2 of the Systems Act remains applicable.

4. DEFINITIONS

All expressions used in this policy, which are defined in the Labour Relations Act, 1995 and as amended, shall bear the same meaning as in the Act and unless the contrary intention appears, words importing the masculine gender shall include the feminine.

5. INTENT OF POLICY

The purpose of this policy is to establish a common and uniform procedure for the management of employee code of conduct (rules & regulations) and to replace all existing procedure and regulations in this regard.

The code is an extract from the disciplinary procedure and is a product of collective bargaining and the application thereof is peremptory and is deemed to be the condition of service.

The policy is taken from the disciplinary set in the Collective Agreement on disciplinary measures.

6. CODE OF CONDUCT (RULES & REGULATIONS)

6.1 An employee, who is guilty of one of the following, or similar forms of misconduct, may be given a verbal warning at the first occurrence thereof. The issuing of a severe or written warning may be alternative forms of disciplinary

action for misconducts depending on the evidence, circumstances and seriousness of each situation. An employee may even be dismissed for repeated minor forms of misconduct. Each transgression will be dealt with on own merit in all instances.

The following are examples of such misconduct:-

- Absence from the workstation without permission
- Lending money to fellow employees for gain during working hours
- Minor violations relating to the driving and / or cleaning and / or use of the Employer's vehicles
- Photocopying documents without permission
- Late coming or overstaying in restrooms at tea or lunch breaks
- Use of telephones without permission
- Throwing refuse and/or any other on the floor or out of the windows
- Eating in prohibited areas
- Not wearing prescribed clothing / uniform
- Smoking in prohibited areas and / or at prohibited times
- Failing or neglecting to advise your employer of your absence
- Leaving the department or plant during working hours without permission and / or without an authorised exit permit.
- Stopping work or making preparations to leave work (e.g. such as washing up or changing clothes) before the specified quitting time. (Note: time lost will be unpaid in addition to any disciplinary action which may be taken)
- Wasting time or loitering in toilets or on company premises during working hours
- Failure by drivers to adhere to delivery time sheets without reasonable explanation
- Unauthorised meetings
- Placing of notices on notice boards without permission from Management
- Removing notices, signs or writing in any form from bulletin boards or any other surface on company property at any time without specified authorisation from Management
- Creating or contributing to unsanitary conditions on your employer's premises
- Unauthorised soliciting or collecting contributions for any purpose whatsoever on company premises
- Disruptive behaviour
- Horseplay, scuffling, running or throwing objects at any time on company premises

- Causing unnecessary distractions to fellow employees or causing unnecessary confusion in the work place by, inter alia, unnecessary shouting, catcalls or demonstrations of any nature
- Making of unnecessary scrap
- Gambling, conducting a lottery or any game of chance on company premises or whilst on duty at any time
- Unauthorised operation or interference with company machines, tools or equipment at any time
- Failure to produce identity card whilst on company premises or whilst driving or being conveyed in or on a company motor vehicle.

6.2 MISCONDUCT OF A MORE SERIOUS NATURE

- At the occurrence of any of the following forms of misconduct, or others of a similar nature, an employee may receive a warning (written or severe), or face dismissal or summary dismissal at the option of Management, depending on the evidence, circumstances and seriousness of each situation.

The following are examples of such misconduct:-

- Addressing abusive and/or abusive language at a fellow employee or Management representative, or a client, or in a client's presence
- Sleeping on the job
- Negligence or gross negligence in the performance of your duties or functions
- Failure to report an accident or damage to machinery, vehicles or other property belonging to the Employer
- Possession of intoxicating liquor and / or habit forming drugs on the Employer's premises
- Intimidation
- Fraud
- Using another person's identity card or permitting another to use your identity card to enter company premises
- Failure to report your own communicable disease to the Company doctor or your immediate superior
- Bribery
- Dishonesty
- Unauthorized removal of Company and / or fellow employee's property
- Unauthorized possession of company property and / or a fellow employee's property

- Misappropriation of company property and / or a fellow employee's property
- Falsification of the Employer's records
- Assault
- Threatening behavior
- Gross insubordination or blatant disrespect to management or clients
- Possession of a firearm or dangerous weapon on the Employer's premises
- Negligent or reckless driving of vehicles in the Employer's charge
- Driving of any motor vehicle at an unsafe speed on company or client's premises
- Traffic violations by drivers
- Driving, alighting upon or tampering with a company motor vehicle without proper authorisation
- Intentional interfering with or obstructing other employees in the performance of their duties
- Unauthorized interference or tampering with or damaging safety equipment
- Refusal or failure to obey a lawful instruction
- Disregarding or breaching the employer's safety rules and regulations or standard / common safety practices
- Failure to report an injury on duty
- Consumption of liquor or alcoholic beverage or habit forming drugs on company premises at any time and / or whilst on duty
- Reporting for duty under the influence of alcohol or habit forming drugs and / or suffering from alcoholic hangover
- Absence from work without permission or without reasonable cause
- Any conduct prejudicing the integrity of the Employer and its rules and regulations
- Fighting
- Desertion
- Loss or destruction of the Employer's property through malice, carelessness or negligence
- Any action or omission, which may lead to stock not being accepted by the customer through the employee's carelessness or negligence
- Disposing of or concealing defective work or workmanship, either directly or indirectly, and / or any other deception in regard to defective work or workmanship
- Clocking irregularities, which shall include, inter alia, failure to clock own card, unauthorised altering of figures recorded on clock card or time card, clocking another employee's clock card and destruction of loss of clock card time card

- Any other misconduct constituting breach of contract under the common law or any other legal provisions
- Refusing to submit to a search of person, clothing, locker or vehicle when required or requested to do so by one of the Company authorised officials, including the personnel of any security company contracted to the Company
- The making of publishing of false, vicious or malicious statements concerning any employee, the Company or its products
- Misuse or removal from the Company premises without proper authorisation, of employee lists, blue prints, company records or the conveying of any confidential company information in respect of wages and other substances conditions of employment
- Deliberately making false reports or making false entries on any official company documents or records, e.g. log sheets
- Immoral conduct or indecency on company premises and / or whilst on duty and / or whilst representing the Company
- Making false statements when applying for employment with the Company and / or when undergoing a medical examination
- Conduct detrimental to the image, performance or profitability of the Employer
- Divulging information, without proper authorisation, concerning the Company's business
- Direct or indirect discrimination on grounds including, but not limited to, race, gender, sex, pregnancy, marital status, family responsibility, ethnic or social origin colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language, birth
- Harassment or victimization based on grounds including, but not limited to, race, gender, sex, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language, birth
- Conviction on any criminal offence and / or sentence to a prison term for a conviction and / or sentence related to a rule or standard regulating conduct in, or of relevance to, the workplace
- Misappropriation of Company property
- Misrepresentation
- Unauthorized use of another employee's password of any nature whatsoever

- Unauthorised use and / or negligence in the use of and / or use for purposes not related to the business or job function and / or abuse of Internet, e-mail and computer hardware and software facilities.