

Chapter 8: Powers and Functions of the Director Public Works & Project Management

8.1 POWERS AND FUNCTIONS IN TERMS OF REGULATIONS

8.1.1 GENERAL MACHINERY REGULATIONS

| Section | Power conferred | Delegating authority | Delegated body | Conditions, limitations and directions |
|---------|--|----------------------|------------------|--|
| 2(1) | Designating a person in a full-time capacity in respect of every premises on or in which machinery is being used | Council | Director PW & PM | |

8.1.2 MUNICIPAL REGULATIONS ON FINANCIAL MISCONDUCT PROCEDURES AND CRIMINAL PROCEEDINGS, 2014

| Reg | Power conferred | Delegating authority | Delegated body | Conditions, limitations and directions |
|---------|---|----------------------|----------------|--|
| 3(1)(a) | Report an allegation of financial misconduct against the accounting officer or senior manager to the council, provincial treasury and national treasury | Director PW & PM | None | |
| 3(1)(b) | Report an allegation of financial misconduct against any official of the municipality to the Municipal Manager. | Director PW & PM | None | |
| 9(a) | Report an allegation of financial offence against a councillor of the municipality to Speaker, Minister of Finance and MEC of Finance. | Director PW & PM | None | |
| 9(b) | Report an allegation of financial offence against the Speaker to the Executive Mayor. | Director PW & PM | None | |

8.2 POWERS AND FUNCTIONS IN TERMS OF SOUTH AFRICAL LOCAL GOVERNMENT BARGAINING COUNCIL COLLECTIVE AGREEMENTS

8.2.1 MAIN COLLECTIVE AGREEMENT, 2015

| Clause | Power conferred | Delegating authority | Delegated body | Conditions, limitations and directions |
|--------|---|----------------------|----------------|---|
| 13.3.2 | Where a grievance has been escalated by an employee in the department in terms of clause 13.3.1, arrange a meeting to consult and hold discussion with the aggrieved employee(s) in an attempt to achieve resolution. | Director PW & PM | None | Endeavour to resolve the grievance within 10 days of the grievance being referred and inform the employee(s) of the outcome in writing. |

8.3 INCIDENTAL POWERS AND FUNCTIONS

8.3.1 SUPPLY CHAIN, ASSET AND CONTRACT MANAGEMENT

| Ref. | Power | Delegating authority | Delegated body | Conditions, limitations and directions |
|---------|--|----------------------|------------------|--|
| 8.3.1.1 | Designating site staff to supervise the excavation, demolition and construction of building and other infrastructure performed on behalf of the municipality by independent contractors | Council | Director PW & PM | |
| 8.3.1.2 | Adjusting tariffs contained in the contracts with the professional service providers in respect of infrastructure projects funded for the district municipality and on behalf of local municipalities in the district in accordance with the applicable tariffs as published in the government gazette in terms of the legislation concerned | Council | Director PW & PM | In consultation with Chief Financial Officer and Director Corporate Services |

8.3.2 PROJECT MANAGEMENT AND CONSTRUCTION WORKS

| Ref. | Power | Delegating authority | Delegated body | Conditions, limitations and directions |
|---------|---|----------------------|------------------|--|
| 8.3.2.1 | Authorizing professional service providers to appoint site staff to supervise contract works either undertaken for the district municipality or | Council | Director PW & PM | |

| Ref. | Power | Delegating authority | Delegated body | Conditions, limitations and directions |
|------|--------------------------------------|----------------------|----------------|--|
| | local municipalities in the district | | | |

8.3.3 MISCELLANEOUS POWERS

| Par | Power | Delegating authority | Delegated body | Conditions, limitations and directions |
|---------|--|----------------------|------------------|---|
| 8.3.3.1 | Granting permission to third parties to perform work on municipal property | Council | Director PW & PM | 1. Provided that- (a) Such permission does not prejudice the municipality's interests; and (b) the municipality is indemnified in writing against any damages and claims which may arise or result from such activities |