

**FIXED TERM CONTRACT OF EMPLOYMENT FOR  
THE DIRECTOR: COMMUNITY SERVICES**

Entered into by and between

**EPHRAIM MOGALE LOCAL MUNICIPALITY** herein  
represented by **Nyiko Steve Mashamba** in his  
capacity as the **Acting Municipal Manager**

["the Employer"]

And

**Mathara Monica Mathebela**  
IDENTITY NUMBER: 671123 0322 08 9

["the Director"]

*M.E. Mashamba*  
*M.M. Mathebela*  
*U.D. Radingwana*

Whereas Section 56 (1) (a) of the Local Government Municipal Systems Amendment Act No 7 of 2011 provides for the appointment of Managers directly accountable to the Municipal Manager and that may only be appointed in terms of a written employment contract that complies with the provisions of the Act and subject to a separate performance agreement.

NOW THEREFORE the parties record their agreement in writing.

## 1. PARTIES

- 1.1. This employment contract is concluded between the Ephraim Mogale Local Municipality, herein after referred to as the 'the Municipality' established in terms of Section 12 of the Local Government Municipal Structures Act 117 of 1998, as the Employer, on the one hand, and
- 1.2. Mathara Monica Mathebela (ID NO: 671123 0322 08 9)) herein after referred to as the 'Director and the Employee on the other hand, who is a senior manager accountable to the Municipal Manager.
- 1.3. The parties as set out in Clauses 1.1 and 1.2.above hereby record the agreement in writing.

## 2. INTERPRETATION

In this Agreement, unless other context otherwise indicates

- 2.1. The singular includes the plural and vice versa.
- 2.2. A reference to one gender includes the other gender.
- 2.3. Words or expressions defined in the Local Government: Municipal Structures Act 117 of 1998 and Local Government: Municipal Systems Act 32 of 2000 shall bear a corresponding meaning, unless defined below or where the context clearly indicates otherwise.
- 2.4. The head notes are for reference purposes only and shall not affect the interpretation of any part thereof.
- 2.5. The schedules and annexures attached to this contract form part of this agreement if specifically included herein.
- 2.6. The schedules and annexures initiated by the parties of this agreement as if specifically included herein.
- 2.7. In the event of any consistency between the provisions of this agreement and any applicable labour legislation, the labour legislation applies prevails.
- 2.8. The following words bear the meanings as set out below and cognate expressions bear a like meaning.

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- 2.8.1. 'this agreement' means contract of employment, schedules and annexure included therein.
- 2.8.2. BCEA means the Basic Conditions of Employment Act 75 of 1997;
- 2.8.3. Constitution means the Constitution of the Republic of South Africa, Act 108 1996;
- 2.8.4. Council means the Council of the Ephraim Mogale Local Municipality ;
- 2.8.5. Directorate means the Section, or Division or Portfolio, the manager is responsible for.
- 2.8.6. Ephraim Mogale Local Municipality means such Municipality. established in terms of Section 12 of the Local Government: Municipal Systems Structures Act No. 117 of 1998.
- 2.8.7. Municipal Systems Act means Local Government: Municipal Systems Act, No. 32 of 2000, as amended;
- 2.8.8. Resolution means a resolution passed by the municipal council of the Municipality.

### 3. APPOINTMENT AND DURATION

- 3.1. The Municipality hereby appoints Mathara Monica Mathebela to the position of Director: Community Services, who hereby agrees to act as such for the Municipality, subject to the terms and conditions recorded herein.
- 3.2. Notwithstanding the date of the signature hereof, this agreement is for a fixed term not exceeding a period of five (5) years from the date of the employee appointment to the Municipality, and the appointment referred to in 3.1. will commence and must in all respect be deemed to have commenced on the 1<sup>ST</sup> October 2014 and will endure a fixed term of 5(five) years and terminate automatically on 30 September 2019 subject to 3.3 and 3.4 below.
- 3.3. It is specifically recorded that the Director shall serve a probationary period of twelve months after which a performance review shall be conducted whereupon this appointment shall only be confirmed upon satisfactory performance by the Director.
- 3.4. It is specifically recorded that there is no expectation that this agreement will be renewed or prolonged beyond the period after the 30 September 2019 other than by specific written agreement between the parties, provided that: all performance agreements concluded and required to be concluded between the Municipal Manager and the Director have been fulfilled.
- 3.5. Failure to renew or extend the period referred to 3.3 will not constitute a dismissal of the Director and the Director will not be entitled to any additional remuneration or compensation in respect of the completion of such period.
- 3.6. For the purposes of clarity, the parties specifically record that this agreement will come to an automatic end on expiry of the fixed period, and will not be construed as a termination based on the Municipality's operational requirement, nor as an unfair dismissal.

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#### 4. PERFORMANCE CONTRACT

- 4.1 Notwithstanding anything to the contrary contained in this agreement, the Employee's appointment in terms of this contract is conditional upon the conclusion of the performance agreement with the municipality.
- 4.2 This performance agreement must be reviewed when a new Council is elected.
- 4.3 The Director specifically acknowledges and agrees that the termination of this agreement and of any employment relationship that may have arisen prior to the conclusion of a performance agreement will constitute a fair and lawful termination.

#### 5. APPOINTMENT TO BE FULL TIME INCUMBENT

- 5.1 During the existence of this agreement, the Director will devote all her time and attention during working hours to the administration and affairs of the Municipality and will not engage either directly or indirectly in any other form of business without the municipality's prior written consent or council resolution.
- 5.2 The Director is obliged to sign a disclosure form for benefits and interests which shall be provided by the Human Resources Division.

#### 6. ORDINARY HOURS OF WORK

- 6.1 Except as otherwise provided, the Director will be required to work at least 40(forty) hours per week from Monday to Friday.
- 6.2 The ordinary hours presently worked at the municipality are from 07h30 to 16h30 from Monday to Friday. These may however be extended at the decision of the Municipality having regard to its operational needs and requirements.

#### 7. OVERTIME.

- 7.1. The Director may be required to work overtime without additional remuneration..

#### 8.PLACE OF WORK.

- 8.1. The Director's ordinary place of work will be 13 Ficus Street, Marble Hall and other Municipal offices falling within the Municipal jurisdiction. The Municipality may from time to time require, and may require the Director to travel nationally or internationally in the performance of his duties.

#### 9. REMUNERATION

- 9.1. The commencing total cost to Council remuneration offered and accepted by the Director will be **R 647 280,00 ( SIX HUNDRED AND FORTY SEVEN THOUSANDS TWO HUNDRED AND EIGHTY RANDS NIL CENTS)** annually, payable in 12 (twelve) equal monthly instalments on the 25<sup>th</sup> of every month. Such amount will accordingly be inclusive of all benefits referred to below.

- 9.2. The employee can structure her remuneration in terms of legislation governing and regulating tax matters as per South African Revenue Services stipulations and arrangements.
- 9.3. The Director may be entitled to an annual performance bonus which will be determined with reference to and payable on the fulfilment of such performance agreements concluded annually between the Municipal Manager and the Director.
- 9.4. The Employee's salary will be reviewed and adjusted annually in line SAAlga Recommendation and Upper Limits on Senior Managers
- 9.5. The Municipality will deduct statutory deductions as well as any other deductions in terms of Municipal policy. Other non-statutory deductions will only be deducted upon mutual consent.
- 9.6. The salary scale and benefits applicable to the Director's post will be published by the Municipality in the national and/or local media on or before 31<sup>st</sup> October of each year, as contemplated by section 58 of the Municipal Systems Act.

## **10. BENEFITS.**

### **10.1. RETIREMENT OR PENSION FUND MEMBERSHIP.**

10.1.1 The Director must<sup>7</sup> belong to a retirement or pension fund registered in terms of the Pension Fund Act.

10.1.2. The Director must annually submit proof of membership of the retirement or pension fund to the municipality.

10.1.3. The Director shall be afforded an opportunity to make once-off choice in respect of a retirement or pension fund to which he or she wants to become a member, including a retirement or pension fund accredited by the bargaining council designated for municipalities, provided that such fund id registered in terms of the Pension Funds Act.:

### **10.2. MEDICAL SCHEME MEMBERSHIP.**

10.2.1. The Director must belong to a medical aid registered in terms of the Medical Schemes Act.

10.2.2. The Director must submit annually proof of membership of the medical aid scheme to the municipal council.

10.2.3. The Director must annually be afforded an opportunity to make a once-off choice in respect of a medical aid scheme to which he or she wants to be a member, including a medical aid scheme accredited by the bargaining council designated for the municipalities, provided that such a medical aid scheme is registered with the Medical Schemes Act.

### 10.3. MOTOR VEHICLE.

- 10.3.1. The Director must have a motor vehicle available for the proper performance of his or her functions and official duties, provided that he or she must secure his or her own financing for the vehicle.
- 10.3.2. In the event that the Director utilises his or her private vehicle to carry out official duties, he or she must be compensated for kilometres travelled in respect of the official trip in accordance with the relevant policy of the municipality.
- 10.3.3. Official distances travelled may be claimed in accordance with the relevant policy of the municipality, but may not exceed the applicable tariffs prescribed by the Department of Transport on a monthly basis for the use of privately owned vehicles.
- 10.3.4. For purposes of claiming motor vehicle and maintenance allowances, the Director must keep a log book acceptable to the South African Revenue Services reflecting the official and private kilometres travelled per month.

### 10.4. MOBILE PHONE AND DATA CARD.

- 10.4.1. The Director is entitled to compensation for the use of a mobile telephone and data card for official purposes in accordance with the relevant policy of the municipality.

### 11. ANNUAL LEAVE

- 11.1. The annual leave cycle is calculated from the 1 January to 31 December
- 11.2. The Director shall be entitled to a paid annual leave on a *pro rata* basis if employed after the 1 January.
- 11.3. The Director must apply for annual leave on an official leave form which shall be obtainable from the Human Resources Division.
- 11.4. The Director shall be entitled to not more than two working days leave on full remuneration for every month for which she has worked in any annual leave cycle.
- 11.5. The Director shall not accrue leave during any period of unpaid leave or of she is absent from work without permission. The Director is thus entitled to 24 days paid annual leave per leave cycle.
- 11.6. The accrual leave shall be reduced on a *pro rata* basis in accordance with the number of unpaid leave days or days on which the Director was absent without permission.
- 11.7. The Director shall take at least 10 working days annual leave in each annual leave cycle, provided that the remaining days must be taken before the end of the following annual leave cycle, failing which they are forfeited.
- 11.8. The Director may only take annual leave with the prior written approval of Municipal Manager, or in the absence of the Municipal Mayor, the Mayor must authorise such a leave.
- 11.9. The Director's application for an annual leave may not be unreasonably disapproved.
- 11.10. The Director whose annual leave application has been disapproved as a result of operational requirements shall be informed in writing of the reason

for the disapproval and the future arrangements for rescheduling the annual leave.

- 11.11. The Director would in some instances, due to operational requirements, be recalled from leave and shall be credited with the number of annual leave days forsaken.

## 12. SICK LEAVE.

- 12.1. The "sick leave cycle" means the period of 36 months employment with the municipality, calculated from the 1 January.
- 12.2. The Director must apply for sick leave on an official leave form obtainable from the Human Resources Division.
- 12.3. The Director is entitled to 36 working days paid sick leave during each sick leave cycle.
- 12.4. The Director shall be entitled to a *pro rata* basis sick leave because she has been appointed after the 1 January.
- 12.5. Sick leave may not be carried over from one sick leave cycle to the next sick leave cycle.
- 12.6. The Director whose sick leave is depleted within a sick leave cycle may take annual leave in lieu of the sick leave for the purposes of recovery. If the sick leave and annual leave are depleted, the Director may, at the discretion of the municipality and to a maximum of 30 days, be granted unpaid leave.
- 12.7. The municipality may, with the consent of the Director, reduce the pay to which the Director is entitled to in respect of any day's absence due to illness or injury of the municipality complies with the conditions set out in section 22 of the Basic Conditions of Employment Act.

## 13. PROOF OF SICKNESS.

- 13.1. If the Director takes sick leave of more than 2 (two) consecutive days, or on more than two occasions during ten eight week period, he will be required to produce an original medical certificate.
- 13.2. Any absence from work must be reported to the Municipal Manager as soon as reasonably possible.
- 13.3. The medical certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
- 13.4. The medical certificate must, in addition to the requirement listed above, contain the following information:-
- (a) a clear indication of the name, address and qualification of the medical practitioner,

- (b) the name of the patient, which must correspond with the name of the Director,
- (c) the identity number of the Director,
- (d) the date and time of the evaluation;
- (e) the indication of-
  - i. the medical practitioner's personal observations during an examination,
  - ii. information received from the patient during the consultation and which is based upon acceptable medical grounds;
  - iii. with the consent of the Director a description of the sickness or injury in layman's language, or, if the Director refuses to give consent, specifying that the Director is unfit for work due to sickness or injury.
  - iv. whether the patient is totally indisposed for duty or whether the patient is able to perform less strenuous duties;
  - v. the precise period of recommended sick leave;
  - vi. the date of issue of the medical certificate; and
  - vii. in the case of a *pro forma* medical certificate, the deletion of the wording not applicable to the patient.
  - viii. whether becomes permanently unable, in the reasonable opinion of the Municipality based on a medical report of a registered medical practitioner and in accordance with the Statutes of the relevant Pension/Provident Funds, to adequately perform his duties by reason of ill health or incapacity, the municipality may terminate his employment in terms of and in accordance with the provisions made in the Labour Relations Act, Act 66 of 1995.

13.5. The Director is entitled to five working days family responsibility per annum leave cycle for utilization if the Director's-

- (a) spouse or life partner gives birth to the Director's birth.
- (b) child, spouse or life partner is sick; or
- (c) child, spouse or life partner, or a Director's parents, adoptive parent, grandparent, child, adopted child, grandchild or siblings, dies.

13.6. The municipality may require reasonable proof of an incident in respect of which family responsibility leave is granted.

#### 14. STUDY LEAVE.

14.1. The Director must apply for study leave on an official leave form which is obtainable from the Human Resources Division.

14.2. If the Director plans to attend a training programme that forms part of her personal development plan, the municipality may, upon official proof of the programme, grant her up to twenty working days' leave per year, ten days of which must be for examinations linked to formal qualifications and ten days to attend classes or lectures.

14.3. The Director may be granted leave to attend workshops, conferences or seminars associated with continued professional development, provided that the Municipal Manager has approved same and the Mayor in the absence of the Municipal Manager.

14.4. The Director who is required to attend a training programme in relation to a priority skill identified by the municipality in terms of her personal development plan



must be granted paid time off to attend the training in addition to the her entitlement to leave.

13.5. Notwithstanding the provisions of any law, Council may at any time cancel, postpone or interrupt leave of absence which has been granted to the Director in writing and in such cases, the reasons for such action will be recorded and the Director will be credited with such leave over and above the maximum determined in 8.1.

13.6.

#### 14. SPECIAL LEAVE.

14.1. The Municipality may grant special leave to the Director in accordance with the policies of the municipality.

#### 15. UNAUTHORISED ABSENCE FROM WORK.

15.1. If the Director is absent from work without permission-

(a) such absenteeism will be regarded as leave without pay.

(b) the Director will be regarded as having deserted her post and therefore resigned –

(i) if the period of absence exceeds fifteen (15) or more consecutive working days; and

(ii) if the municipality has taken a reasonable steps to trace the Director without success.

#### 15.2. CALCULATION OF UNPAID LEAVE.

For the purpose of calculating unpaid leave the following formula applies:-

$$\frac{A \times B}{365}$$

Where-

- (a) "A" represents the Director's basic annual salary notch per annum;
- (b) "B" represents the number of leave days without pay; and
- (c) "365" represents the number of days in a year.

#### 16. DUTIES AND RESPONSIBILITIES

16.1. The Director must report to the Municipal Manager of the Municipality and must report on such matters and furnish such information as the Municipality as may from time to time, require.

16.2. The Director must at all times faithfully, promptly and punctuality carry out all duties, including such duties as may conform with the position of Director, be delegated or assigned, and must endeavour to conduct, improve, extend and develop the business and affairs of the Municipality.

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- 16.3. In addition to the requirements of the performance agreement attached to this agreement and concluded annually, the Director must at all times comply with the Municipality's performance management quality and team work standards, systems and/or policies.
- 16.4. As head of a Directorate within the Municipality, the Director is subject to the policy directions of the Municipality, responsible and accountable for:
- 16.4.1. The formation and development of an economical, effective, efficient and accountable Directorate that is:-
- 16.4.1.1.1. Equipped to carry out task of implementing the Municipality's integrated development plan, in accordance with Chapter 5 of the Municipal Systems Act;
- 16.4.1.1.2. Operating in accordance with the municipality's Performance Management Systems Chapter 6 of the Municipal Systems Act;
- 16.4.1.1.3. Responsive to the needs of the local community to participate in the affairs of the Municipality;
- 16.4.1.1.4. The management of the Municipality's integrated development plan, and the monitoring of progress with implementation of the plan;
- 16.4.1.1.5. The management of the provision of services to the local community a sustainable and equitable manner;
- 16.4.1.2. The maintenance of discipline of staff;
- 16.4.1.2.1. The promotion of sound labour relations and compliance by the Directorate with all applicable labour legislation;
- 16.4.1.2.2. Managing communications between the Directorate and the Municipality's administration, its political structures and political office bearers;
- 16.4.1.2.3. Carrying out decisions of the Executive Committee and Municipal Manager of the Municipality;
- 16.4.1.2.4. The administration and implementation of the municipality's by-laws and other legislation;
- 16.4.1.2.5. The exercise of any powers and the performance of any duties delegated by the Municipal Manager of the municipality, or sub-delegated or delegated by other delegating authority of the Municipality to the Unit Manager in terms of section 59 of the Municipality Systems Act;
- 16.4.1.2.6. Facilitating participation by the local community in the running of the affairs of the Municipality;
- 16.4.1.2.7. Developing and maintaining a system whereby community satisfaction with municipal services is assessed;
- 16.4.1.2.8. The implementation of national and provincial legislation applicable to the Municipality;
- 16.4.1.2.9. The performance of any other function that may be assigned by the Municipal Manager and Executive Committee of the Municipality.
- 16.4.1.2.10. As accounting officer of the Directorate/Department, the Director is responsible and accountable for:
- 16.4.2. All income and expenditure of the Department/Directorate
- 16.4.3. Proper and diligent compliance with the Municipal Finance Management Act.
- 16.5. In carrying out these duties, the Director must:-
- 16.5.1. Do so in accordance with the democratic values and principles embodied in section 195(1) of the Constitution;

- 16.5.2. Strive to achieve the objects of local government as set out in section 152(1) of the Constitution; and
- 16.5.3. Have regard to the values, duties and objectives of:
- 16.5.3.1. Utilising the resources of the municipality in the best interest of the local community, as determined by the Council of the Municipality;
- 16.5.3.2. Providing without favour or prejudice, democratic and accountable government;
- 16.5.3.3. Encouraging local community involvement;
- 16.5.3.4. Consulting local communities about the municipal services provided and the service delivery options available;
- 16.5.3.5. Ensuring equal access to services;
- 16.5.3.6. Promoting the development of the Municipality
- 16.5.3.7. Promoting gender equity in the exercise of the Municipality
- 16.5.3.7.1.1. Contributing, together with other organs of State, to the progressive realisation of the fundamental rights and freedoms as embodied in the Bill of Rights and particularly section 24, 25, 26, 27 and 29 of the Constitution;
- 16.5.3.8. Facilitating a culture of public service and accountability amongst staff;
- 16.5.3.9. Taking measure to prevent corruption and fraud;
- 16.5.3.10. Providing full and accurate information to the community about the level and standard of municipal services;
- 16.5.3.11. Focusing on the objects of local government as set out in section 152 and 153 of the Constitution.
- 16.6. The Director must exercise his duties in accordance with the management standards and practices of the municipality which, organised and established with the Municipality's administrative and financial capacity, will enable the Municipality to:
- 16.6.1. Be responsive to community needs;
- 16.6.2. Facilitate a culture of service delivery amongst staff;
- 16.6.3. Meets the objects of section 152 and 153 of the Constitution;
- 16.6.4. Ensure that its political structures, political office bearers and managers align their roles and responsibilities with the priorities and objectives set out in the Municipality's integrated development plan.
- 16.6.5. Establish clear relationships and facilitate cooperation, coordination and communication between:-
- 16.6.5.1. The political structures political office bearers, the administration and his directorate/Department;
- 16.6.5.2. The political structures, political office bearers and the community
- 16.7. The Director must ensure that the administration of his Directorate performs functions under the following understanding:
- 16.7.1. Through operationally effective and appropriate administrative units;
- 16.7.2. With clear responsibilities and coordination;
- 16.7.3. Maximising efficiency and effectiveness in communication and decision making;
- 16.7.4. In an open, equitable, free and non-discriminatory environment.

Handwritten signatures and initials: m'e, m'm, MGR, and other illegible marks.

## 17. CODE OF CONDUCT

### 17.1. General Conduct

#### 17.1.1. The Director must at all times:

- 17.1.1.1. Loyal execute the lawful policies of the Executive Authority of the municipality;
- 17.1.1.2. Perform the functions of the office in good faith, diligently, honestly and in a transparent manner;
- 17.1.1.3. Act in such a way that the spirit, purpose and objectives of section 50 of the Systems Act are promoted;
- 10.1.1.4. Act in the best interest of Council and in such a way that the credibility and integrity of the municipality are not compromised;
- 17.1.1.5. Act impartially and treat people, including other staff members, equally without favour or prejudice.

### 17.2. Commitment to serve the public interest

#### 17.2.1. The Director is a public servant in the developmental local government system and must accordingly:

- 17.2.1.1. Implement the provisions of section 50(2) of the Systems Act;
- 17.2.1.2. Foster a culture of commitment to servicing the public and a collective sense of responsibility for performance in terms of standards and target;
- 17.2.1.3. Promote and seek to implement the basic values and principles of public administration described in section 195(1) of the Constitution;
- 17.2.1.4. Obtain copies of or information about the Municipality's integrated development plan, and as far as possible within the ambit of the Unit Manager's job description, seek to implement the objectives set out in the integrated development plan and achieve the performance targets set for each performance indicator;
- 17.2.1.4. Participate in the overall performance management system for the municipality, as well as the Unit Manager's individual performance appraisal and incentive scheme in order to maximise the ability of the Municipality as whole to achieve its objectives and improve the quality of life of its residents.

### 17.3. Personal gain

#### 17.3.1. The Director may not:

#### 17.3.2. Except with the prior consent of the Council and/or Municipal Manager of the Municipality, the Director may not be party to a contract for:-

- 17.3.2.1. The provision of goods or services to the Municipality;
- 17.3.2.3. The performance of any work for the Municipality otherwise than as a Unit Manager;
- 17.3.2.4. Obtain a financial interest in any business of the Municipality; or
- 17.3.2.5. Be engaged in any businesses, trade or profession other than the work of the Municipality.

### 17.4. Disclosure of benefits

#### 17.4.1. The Director must disclose in writing full particulars of the benefit to the Council if her, spouse, partner, business associate or close family.

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member, acquired r stands to acquire any direct benefit from a contract concluded by the Municipality.

17.4.2. This item does not apply to which a Director's spouse, partner, business associate or close family member has or acquires in common with all other residents of the Municipality.

17.5. Unauthorised disclosure of information

17.5.1. The Director may not without permission discloses privileged or confidential information obtained as the Director to an authorised person(s).

17.5.2. For the purpose of this item "privileged or confidential information" includes any information:-

17.5.2.1. Determined by the Council of the Municipality or any structure or functionary of the Municipality to be privileged or confidential;

17.5.2.2. Discussed in closed session by the Council or a Committee of the Council;

17.5.2.3 Disclosure of which would violate a person's right to privacy; or

17.5.2.4. Declared to the privileged, confidential or secret in terms of any law.

17.6. Undue influences

17.6.1. The Director may not:-

17.6.1.1. Undue influence or attempt to influence the Council of the Municipality, or structure or functionary of the Council, or a Councillor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;

17.6.1.2. Misdemeanor or attempt to mislead the Council, or a structure or functionary of the Council, its consideration of any matter, or

17.6.1.3. Be involved in a business venture with a Council, or a structure or functionary of the Council, in its consideration of any matter; or

17.6.1.4 Be involved in a business venture with a Councillor without prior written consent of the Council of the Municipality

17.7. Rewards, gifts and favours

17.7.1. The Director may not request, solicit or accept any reward, gift or favour for:-

17.7.1.1. Persuading the Council of the Municipality, or any structure or functionary of the Council,;

17.7.1.2. Disclosing any privilege or confidential information with regard to the exercise of any power or the performance of any duty;

17.7.1.3. Making a representation to the Council any structure or functionary of the Council;

17.7.1.4. Doing or not doing anything within his powers and/or duties

17.7.2. The Director must without delay report to the Municipal Manager any offer, which, if accepted, would constitute a breach of the Code of Conduct.

17.7.3. The Director may not use, take, acquire or benefit from any property or asset owned, controlled or managed by the Municipality to which he has no right and/or authority.

17.8. Payments of arrears

The Director may not be in arrears to the Municipality for rates and service charges for a period longer than 3(three) months. In the event such payment(s) is/are not honoured, the Municipality may deduct any outstanding amount(s) from the Director's remuneration after this period. The Director hereby authorises monthly deductions from his remuneration for his consumer account.

17.9. Participation in elections

The Director may not participate in an election of the Council of the Municipality, other than in an official capacity or pursuant to any constitutional right.

17.10. Sexual harassment

The Director may not embark on any action amounting to sexual harassment

17.11. Duty to report

Whenever the Director has reasonable grounds for believing that a Municipal employee breached the Code of Conduct of the Municipality, the department must without delay report the matter to the Municipal Manager.

**18. PATENTS AND COPYRIGHT**

18.1 The Municipality reserves the right to retain all and/or any rights to patents or copyright to any inventions, designs, discoveries, improvements as made, discovered or conceived by the Director during their employment with the Municipality whether wholly or partly, and whether in connection or not during normal working hours and whether or not at the municipality's premises.

Such patents or copyright may not be limited to any particular area or country and the municipality has the right to alter, modify, adapt or change any designs, processes or methods or any such patents or copyright.-

18.2 The Employee may not copy, print or publish any of the Employer's methods, processes, or procedures relating to the business of the Employer unless permission has been granted by the Employer to do so.

**19. TRAINING**

The Employer may require Director to attend from time to time, any appropriate training course or development programmes in order to improve skills, knowledge and experience of the Unit Manager. Attendance at these courses or programmes will be at the discretion and expense of the Employer.

**20. CHANGE OF STATUS**

The Employee must within a reasonable period, notify the Employer of any change to his/her status and identifying particulars such as address dependant, contact details, qualifications etc.

**21. DOMICILA**

Should either party to this agreement serve any notice on the other, this must be in writing, to be delivered by hand or sent by registered post to the address hereunder and such address will be accepted as the address (**domicilum citandi et executandi**) for all illegal intents and purposes concerning this agreement.

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FOR THE EMPLOYEE	FOR THE EMPLOYER
627 Delphenium Street P.O. Box 800 Marble Hall 0450	13 Ficus Street Ephraim Mogale Local Municipality Marble Hall 0450

## 22. GENERAL

- 22.1. This Agreement and attachments shall be the entire agreement between Employer and Employee, and no variation and/or addition will be in force or effect unless placed in writing and signed by both parties.
- 22.2. This agreement, together with any policies as adopted by the Municipality from time to time, shall at all times be subject to the provisions of the Municipal pieces of legislation in their totality, as amended, their successes and any other laws that may be applicable from time to time.
- 22.3. No indulgence, leniency or extension of time which the parties may grant each other or them, or preclude either of them from exercising their rights.
- 22.4. Except by resolution of the Council of the Municipality, no variation, modification or waive of any provision of this agreement, or consent to any departure there from, shall in any way be of any force or effect unless confirmed in writing and signed by the parties and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and the extent for which it was made or given.

## 23. GUARANTEE BY THE EMPLOYEE

The Employee confirms that all documentation, information and credentials presented to the Employer in support of their application are authentic and correct. It is agreed that in terms of any of the above subsequently providing to be false, this will be grounds for summary termination of services after the required processes and procedures have been followed in terms of Council policy and the provisions of the Labour Relations Act.

## 24. TERMINATION

- 24.1. This agreement will terminate:
- 24.1.1. Automatically on expiry of the term referred to in 3.2;
- 24.1.2. At the insistence of the Employee upon 1(one) calendar months' notice of termination in writing;
- 24.1.3 At the Municipality's insistence, if the Municipality terminates Director's employment for reasons relating to the Director conduct, capacity, performance, operational requirements for the municipality which reason must be recognised by law as sufficient, the Municipality will follow the process as stipulated in the Code of Conduct.
- 24.1.4. If the Employee is declared permanently unfit in terms of the rules/statutes of the relevant Pension/Provident Fund to perform his/her day-to-day functions.

24.2 The Municipality will be entitled to reasonably terminate the Director's employment contract for any sufficient reason recognised by law, as stipulated in Chapter 6; Section (41) (42) (43) and (44) of Regulation on Appointment and Conditions of Employment of Senior Managers; which inter alia, may include the following:

If the Director:

- 24.2.1.1. Commits any serious or persistent breach of any of the provisions of this agreement;
- 24.2.1.2. Is guilty of any misconduct through omission or commission in the discharge of his/her duties under this agreement and any performance agreements;
- 24.2.1.3. Wilfully disobeys a lawful instruction or direction from Council;
- 24.2.1.4. Is convicted of any criminal offence which in the reasonable opinion of the Municipality affects his/her position as an employee of the municipality;
- 24.2.1.5 Fails to give his whole time and attention to the business and affairs of the municipality and/or carries on any other business/enterprise, which may affect the relationship with the municipality;
- 24.2.1.6. Is guilty of any other conduct that will justify dismissal as under labour law.


## 25. NOTICE OF TERMINATION.

- 25.1. An employment contract of the Director may be terminated only on notice of –
- (a) two weeks, if the Director has been employed for six months or less;
  - (b) four weeks, if the Director has been employed for twelve months or less;
  - (c) one calendar month, if the Director has been employed for more than twelve months.

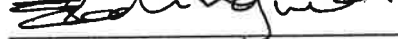
## 26. LAW AND JURISDICTION

This agreement is governed by and construed in accordance with the laws including the Constitution of the Republic of South Africa.

Thus **done** and **signed** at Marble Hall on this 26 day of MARCH 2015.

  
\_\_\_\_\_  
Mathara Monica Mathebela  
Director

## AS WITNESSES

1.   
\_\_\_\_\_

2.   
\_\_\_\_\_



(On behalf of the employee)

Thus **done** and **signed** at Marble Hall on this 26 day of MARCH 2015.

N.S. Mashamba  
N.S. Mashamba  
For and on behalf of the Municipality

**AS WITNESS**

1. [Signature]
2. [Signature]

(On behalf of the employer)