



FIXED TERM CONTRACT OF EMPLOYMENT

MUNICIPAL MANAGER

Entered into by and between

**EPHRAIM MOGALE LOCAL MUNICIPALITY
("The Employer")**

And

MRS. MATHARA MONICA MATHEBELA ("The Employee")

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1. PARTIES

The **EPHRAIM MOGALE LOCAL MUNICIPALITY** established in terms of the Local Government: Municipal Structures Act, 1998 (Act No 117 of 1998), conducting business at Ephraim Mogale Local Municipality, herein represented by **Ramadimetja Constance Kupa** in her capacity as Municipal Mayor acting on behalf of the Municipality (hereinafter referred to as the **Employer**); and with its place of business at No 13 Ficus Street Marble Hall Limpopo South Africa.

MRS. MATHARA MONICA MATHEBELA 671123 0322 089 (hereinafter referred to as the **Employee**) and (jointly referred to as the parties).

2. ESTABLISHMENT OF CONTRACT

- 2.1 The Employer hereby employs the Employee on a **Two (2) Years and Three (3) months** fixed term contract and the Employee hereby accepts employment as **Municipal Manager**, subject to the terms and conditions contained in this contract and subject to the Local Government: Municipal Systems Act, 2000 and the Municipal Finance Management Act No 56 of 2003.
- 2.2 Notwithstanding the date of signature hereof, this employment agreement between the Employee with the Employer shall be deemed to have commenced on **01 April 2015 to terminate on last day (30) June 2017**.
- 2.3 It is specifically recorded that the Municipal Manager shall serve a probationary period of twelve (12) months after which a performance review shall be conducted whereupon this appointment shall only be confirmed upon satisfactory performance by the Municipal Manager.
- 2.4 It is specifically recorded that there is no expectation that this agreement will be renewed or extended beyond the term referred to in Clause 2.2. The Employer's decision not to renew or extend the contract shall not constitute an unfair dismissal and the Employee shall not be entitled to any form of compensation.
- 2.5 Parties to this agreement specifically agrees further that failure to renew and/or extend the period referred to in clause 2.2 will not constitute a dismissal of the Municipal Manager and the Municipal Manager will not be entitled to any additional remuneration and/or compensation in respect of the completion of such period.
- 2.6 For clarity purposes parties hereof further record that this agreement will automatically end on expiry of the fixed period (30 June 2017) and will not be construed as a termination based on the Municipality's operational nor as an unfair dismissal.
- 2.7 The Employee's employment is further subject to compliance with the following terms:

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3 PLACE OF WORK

The Employee's place of work will include the Employer's area of jurisdiction, but she may be required to perform other duties or work at other places that may reasonably be required by the Employer.

4 OFFICIAL WORKING HOURS

The Employee will work such hours and days in accordance with the operational needs and requirements of the Employer, which will not be less than forty (40) hours per week from Monday to Friday.

5. DUTIES AND RESPONSIBILITIES

- 5.1 Subject to 4 above, the **Municipal Manager** shall inter alias report to the Mayor of the Municipality and shall report on such matters and furnish such information as the Municipality as may from time to time require.
- 5.2 The Municipal Manager must at all times faithfully, promptly and expeditiously carry out all duties, including such duties as may conform with the position of Municipal Manager, be delegated or assigned and must endeavor to conduct, improve extend and develop the business and affairs of the Municipality.
- 5.3 In addition to the requirements of the performance agreement hereto attached and concluded annually, the Municipal Manager must at all material times comply with the Municipality's performance management quality and team work standards, systems and/or policies.
- 5.4 As head of Municipality's administration, the Municipal Manager is subject to the policy directives of the Municipality, responsible and accountable for inter alias;
 - 5.4.1 The formation and development of an economical, effective, efficient and accountable municipality that is:
 - 5.4.1.1 Equipped to carry out tasks of implementing the Municipality's integrated development plan in accordance with Chapter 5 of the Municipal Systems Act no 32 of 2000;
 - 5.4.1.2 Operating in accordance with the Municipality's Performance Management Systems Chapter 6 of the Municipal Systems Act
 - 5.4.1.3 Responsive to the needs of the local community to partake in the Municipality's affairs;
 - 5.4.1.4 The management of the Municipality's integrated development plan and the monitoring of progress with implementation of the plan;
 - 5.4.1.5 The management of the provision of services to the local community in a sustainable and equitable manner;
 - 5.4.1.6 The maintenance of discipline of staff members;
 - 5.4.1.7 The promotion of sound labour relations and compliance by the Municipal Manager with all labour legislations;
 - 5.4.1.8 Managing communications between Municipal Manager and the Municipality's administration, its political structures and political office bearers;
 - 5.4.1.9 Carrying decisions of the Executive Committee and the Mayor of the Municipality;

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- 5.4.1.10 The administration and the implementation of the Municipality's By-Laws, Policies and other related legislations;
- 5.4.1.11 The exercise of any powers and the performance of any duties delegated by the Mayor and the Council of the Municipality; or sub-delegated or delegated other delegating authority of the Municipality to the Municipal Manager in terms of section 59 of the Municipal Systems Act;
- 5.4.1.12 Facilitating participation by the local community in the running of the affairs of the Municipality;
- 5.4.1.13 Developing and maintaining a system whereby community satisfaction with municipal services is assessed;
- 5.4.1.14 The implementation of national and provincial legislations applicable to the Municipality;
- 5.4.1.15 The performance of any other function that may be assigned by the Mayor and the Executive Committee of the Municipality;
- 5.4.1.16 As accounting officer the Municipal Manager is responsible for:
 - 5.4.1.16.1 All income and expenditure of the Municipality
 - 5.4.1.16.2 Proper and diligence compliance with Municipal Finance Management Act
- 5.5 In carrying out these duties, the Municipal Manager must:
 - 5.5.1 Act in accordance with the democratic values and principles embodied in section 195(1) of the Constitution;
 - 5.5.2 Strive to achieve the objects of local government as set out in section 152(1) of the Constitution;
 - 5.5.3 And have regard to the values, duties and objectives of:
 - 5.5.3.1 Utilizing the resources of the Municipality in the best interest of the local community as determined by the Council of the Municipality;
 - 5.5.3.2 Providing without favour and/or prejudice, democratic and accountable government
 - 5.5.3.3 Encouraging local community involvement
 - 5.5.3.4 Consulting local communities about the municipal services provided and the service delivery options available at the disposal of the Municipality;
 - 5.5.3.5 Ensuring equal access to services;
 - 5.5.3.6 Promoting the development of the Municipality;
 - 5.5.3.7 Promoting gender equity in the exercise of the Municipality;
 - 5.5.3.8 Contributing together with other organs of state to the progressive realization of the fundamental rights and freedoms as embodied in the Bills of Rights and particularly sections 24,25,26,27 and 29 of the Constitution;
 - 5.5.3.9 Facilitating a culture of public service and accountability amongst members of staff;
 - 5.5.3.10 Taking measures to implement fraud and corruption in the Municipality;
 - 5.5.3.11 Providing full and accurate information to the community about the level and standard of municipal services;
 - 5.5.3.12 Focusing on the objects of local government as set out in section 152 and 153 of the Constitution;
 - 5.6 The Municipal Manager must exercise her duties in accordance with the management standards and practices of the Municipality with organized and established in line with the Municipality's financial capacity in order to enable the Municipality to:
 - 5.6.1 Be responsive to the needs of the community;

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- 5.6.2 Facilitate a culture of service delivery amongst members of staff;
- 5.6.3 Meets objects of sections 152 and 153 of the Constitution;
- 5.6.4 Ensure that the Municipality's political structures, political office bearers and managers align their roles and responsibilities with the priorities and objectives set out in the Municipality's IDP;
- 5.6.5 Establish clear relationships and facilitate cooperation, coordination and communication between:
 - 5.6.5.1 The political structures, political office bearers and administration;
 - 5.6.5.2 The political structures, political office bearers and the community;
- 5.7 The Municipal Manager must ensure that the administration of the Municipality performs in full cognizance of:
 - 5.7.1 Operationally effective and appropriate administrative units;
 - 5.7.2 Clear responsibilities and coordination;
 - 5.7.3 Maximization of efficiency and effectiveness in communication and decision making;
 - 5.7.4 In an open, equitable, free and non-discriminatory environment.

6. REMUNERATION

- 6.1 The Employee will be paid an all-inclusive monthly remuneration package (total cost-to-employer) of **R809 100, 00; (Eight Hundred and Nine Thousand One Hundred Rands Nil Cents** payable in twelve (12) equal monthly installments.
- 6.2 The employee can structure her remuneration in terms of legislation governing and regulating tax matters as per South African Revenue Services (SARS) stipulations and arrangements.
- 6.3 The Municipal Manager may be entitled to an annual performance bonus which will be determined with reference to and payable on the fulfillment of any such performance agreements concluded annually between the Municipal Manager and the Mayor obo Municipal council.
- 6.4 The Municipal Manager's salary will be reviewed and adjusted annually in line with the Upper Limits for Senior Managers as promulgated by the Hon. Minister of Corporative Governance and Traditional Affairs (COGTA).
- 6.5 The Municipality will effect statutory deductions as well as any other legally permissible deductions in terms of Municipal policy. Other non-statutory deductions only be effected upon mutual consent.
- 6.6 The salary scale and benefits applicable to the Municipal Manager's post will be published by the Municipality in the national and/or local media and/or website on or before 30 April of each year, as contemplated by section 58 of the Municipal Systems Act.

7 DEDUCTIONS FROM SALARY

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There will be statutory deductions of the employee's salary in line with the legislative prescripts as set clearly set down in the BCEA and as agreed between the parties.

8 BENEFITS

8.1 Retirement or Pension Fund Membership

- 8.1.1** The Municipal Manager must belong to a retirement or pension fund registered in terms of the Pension Fund Act No 24 of 1956.
- 8.1.2** The Municipal Manager must annually submit proof of membership of the retirement or pension fund to the Municipality.
- 8.1.3** The Municipal Manager shall be afforded an opportunity to make a once-off choice in respect of a retirement or pension fund to which she wants to affiliate including a retirement or pension fund accredited by the Bargaining Council designated for municipalities, provided that such fund is registered in terms of the Pension Fund Act.

8.2 Medical Scheme Membership

- 8.2.1** The Municipal Manager must belong to a medical aid registered in terms of the Medical Schemes Act No 131 of 1998.
- 8.2.2** The Municipal Manager must on an annual basis submit to Council proof of membership of the medical scheme to which she belongs.
- 8.2.3** The Municipal Manager must annually be afforded an opportunity to make a once-off choice in respect of a medical aid scheme to which 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 Aid Scheme.

8.3 Motor Vehicle

- 8.3.1** The Municipal Manager must have a motor vehicle available for the proper performance of her functions and official duties provided that she must secure her own financing for such.
- 8.3.2** In the event that the Municipal Manager utilizes her own vehicle in carrying out official duties, she must be compensated for kilometers travelled in respect of the official trip in accordance with the relevant policy of Council.
- 8.3.3** Official distances travelled may be claimed in compliance with the Municipality's relevant policy safe to say that any such claim may not exceed the applicable tariffs prescribed by the Department of Transport on a monthly basis for the use of privately owned vehicles.
- 8.3.4** For purposes of claiming motor vehicle and maintenance allowances, the Municipal Manager must keep a log book acceptable to the South African Revenue Services reflecting the official and private kilometers travelled per month.

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8.4 Mobile Phone and Data Card

- 8.4.1** The Municipal Manager is entitled to compensation for the use of a mobile telephone and data card for official purposes in accordance with the relevant policy of council.

9 OVERTIME

The Municipal Manager shall place the whole of her time at the disposal of the Municipality. Parties to this contract therefore accept that it may be required of the Municipal Manager to work overtime, when reasonably required against payment as legislated by relevant of the Basic Conditions of Employment Act (BCEA).

10. PRECAUTIONARY SUSPENSION

- 10.1** The Municipal Council may resolve to place the Municipal Manager on a precautionary suspension on full pay if she is alleged to have committed a serious act of misconduct and the Employer believes her presence at the workplace might jeopardize any investigation into the alleged misconduct or endanger the wellbeing or safety of any person or municipal property provided that before any such precautionary suspension, the Municipal Manager afforded an opportunity to make representation on why she should not be suspended.
- 10.2** If the Municipal Council resolves to suspend the Municipal Manager, same must be preceded by a written timeous notification, clearly outlining the reasons for the suspension against which the Municipal Manager must be given a period no shorter than forty-eight (48) hours to make her representations as to why she must not be suspended.
- 10.3** If the Municipal Manager is suspended as a precautionary measure, the Employer must hold a disciplinary hearing within ninety (90) days of the date of suspension, provided that the chairperson of the hearing may extend such period, failing which the suspension must be terminated in writing and the Municipal Manager must return to full duty.

11 GRIEVANCES

The Municipal Manager may lodge a complaint or grievance concerning an Act or omission of the Employer with the Municipal Council in accordance with applicable procedures and timeframes.

12 VARIATION

No addition to or variation or mutually agreed cancellation or novation of this contract and no waiver of any right arising from this contract or its breach or termination shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.

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13 NO INDULGENCE

No latitude, extension of time or other indulgence which may be given or allowed by the Employer to the Municipal Manager in respect of the performance of any obligation in terms of the contract, and no delay or forbearance in the enforcement of any right of any party arising from the contract, and no single or partial exercise of any right by any party under the contract, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of arising from the contract or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term thereof.

14 SEVERABILITY

Save to the extent contemplated herein, the parties hereto acknowledge and agree that each phrase, sentence, paragraph and clause of the contract is severable, the one from the other, notwithstanding the manner in which they may be linked together or grouped automatically and if in terms of any judgment or order, any phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining phrases, sentences, paragraphs and clauses, as the case may be, shall nevertheless continue to be of full force and effect.

15 GENERAL

15.1 Good faith

In the implementation of this contract, the parties undertake to observe the utmost good faith and they warrant in their dealings with each other that they will neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of each of other.

15.2 Interpretation of Agreement

The interpretation of this contract shall be governed by the laws and legal principles of the Republic of South Africa.

15.3 Jurisdiction

The parties consent firstly to the jurisdiction of the South African Local Government Bargaining Council (SALGBC) and if SALGBC is not able to adjudicate the dispute, the Courts of the Republic of South Africa with regard to any claim resulting or arising from this contract.

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16 LEAVE

- 16.1 The annual leave cycle is calculated from 1 January to 31 December.
- 16.2 The Municipal Manager shall be entitled to a paid annual leave on an *pro rata* basis if employed after 1 January.
- 16.3 The Municipal Manager must apply for an annual leave on an official leave form obtainable in the Municipality's Human Resources Division.
- 16.4 The Municipal Manager shall be entitled to not more than two (2) working days leave on full remuneration for every month for which she has worked in any leave cycle.
- 16.5 The Municipal Manager shall not accrue leave during any period of unpaid leave or if she is absent from work without permission. The Municipal Manager is thus entitled to Twenty-Four (24) days paid annual leave per each leave cycle.
- 16.6 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 Municipal Manager was absent without permission.
- 16.7 The Municipal Manager shall take at least Ten (10) working days annual leave in each annual leave cycle, provided that the remaining leave days prior to the end of the following annual leave cycle, failing which such remaining leave days will be effectively forfeited.
- 16.8 The Municipal Manager may only take annual leave with prior written approval by the Municipal Mayor.
- 16.9 The Municipal Manager's application for annual leave may not be unreasonably disapproved by the Municipal Mayor.
- 16.10 The Municipal Manager whose annual leave application has been so disapproved owing to operational grounds shall be informed in writing of the reasons for the disapproval as well as the future arrangements for the rescheduling of the annual leave.
- 16.11 The Municipal Manager would in some instances due to operational requisites be recalled from leave and shall be credited with the number of annual leave days forsaken.

17. SICK LEAVE

- 17.1 The 'sick leave cycle' means the period of thirty-six (36) months employment with the Municipality calculated from 1 January each year.
- 17.2 The Municipal Manager must apply for sick leave on an official leave form obtainable from the Human Resources Division.
- 17.3 The Municipal Manager is entitled to 36 working days paid sick leave during each sick leave cycle.
- 17.4 The Municipal Manager shall be entitled to a *pro rata* basis sick leave because she has been appointed after the 1 April 2015.
- 17.5 Sick leave may not be carried over from one sick leave cycle to the next sick leave cycle.
- 17.6 The Municipal Manager 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 both depleted, the Municipal Manager may, at the discretion of the Municipality and to a maximum of thirty (30) days, be granted updated unpaid leave.

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- 17.7 The Municipality may with the consent of the Mayor reduce the pay to which the Municipal Manager 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 No 75 of 1997.

18. PROOF OF SICKNESS

- 18.1 If the Municipal Manager took sick leave of more than two (2) consecutive days, or on more than two occasions during ten (10) eight (8) weeks period, she will be required to produce an original medical certificate.
- 18.2 Any absence from work must be reported to the Mayor as soon as reasonable possible.
- 18.3 The Medical Certificate must be issued and signed by a suitably qualified medical practitioner and/or any other person who is certified to diagnose and treat patients and who is registered with the professional council established by an act of parliament.
- 18.4 The Medical Certificate must in addition the requirement listed *supra*, also contain the following information:
- (a) A clear indication of the name, address and qualifications of the medical practitioner,
 - (b) The name of the patient which name must correspond with that of the Municipal Manager,
 - (c) The identity number of the patient which must also be identical with that of the Municipal Manager,
 - (d) The date and time of the medical evaluation and
 - (e) The indication of
 - (e.1) the medical practitioner's professional observation during the medical examination,
 - (e.2) information received from the patient during consultation which information must be based upon acceptable medical grounds,
 - (e.3) with the consent of the Municipal Manager a description of the sickness or injury in layman's language or if the Municipal Manager refuses to give consent, specifying that the Municipal Manager is unfit for work due to sickness or injury,
 - (e.4) whether the patient is totally indisposed for duty or whether the patient is able to perform less strenuous duties,
 - (e.5) the precise period of recommended sick leave,
 - (e.6) the date of issuance of the medical certificate; and
 - (e.7) in the case of a *pro forma* medical certificate, the deletion of the wording that is not applicable to the patient,
 - (e.8) whether the patient 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 her duties by reason of ill health or incapacity, the Municipality may terminate her employment in terms of and in accordance with the provisions made in the Labour Relations Act No 66 of 1995.

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- 18.5 The Municipal Manager is entitled to five (5) days family responsibility leave per annual leave cycle for utilization if the Municipal Manager's:-
(a) spouse and/or life partner gives birth,
(b) child, spouse and/or life partner gives gets sick,
(c) child (whether adoptive or biological), spouse and/or life partner, her parent (whether adoptive or biological), grandchild or siblings dies.
- 18.6 The Municipality may require reasonable proof of an incident in terms of which family responsibility leave is granted.

19. STUDY LEAVE

- 19.1 The Municipal Manager must apply for a study leave on an official leave application form obtainable from the Human Resources Division.
- 19.2 If the Municipal Manager plans on attending a training program which form part of her personal development plan, the Municipality may, upon production of official proof of the program, grant her leave up to a maximum of twenty (20) days per year, ten (10) days of which must be for examinations linked to formal qualifications and the remaining ten (10) days being for her attending classes and/or lectures.
- 19.3 The Municipal Manager may be granted leave to attend workshops, conferences or seminars associated with continued professional development, provided that the Mayor has approved them.
- 19.4 The Municipal Manager who is required to attend a training program 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 entitlement to leave.
- 19.5 Notwithstanding the provisions of any law, Council may at any given time, cancel, postpone and/or interrupt leave of absence which has been prior granted to the Municipal Manager in writing and in such instances, the reasons for such an action shall be recorded and the Municipal Manager will be credited with such leave over and above the determined maximum leave days.

20. SPECIAL LEAVE

- 20.1 The Municipality may grant special leave to the Municipal Manager in accordance with the approved policies of the Municipality.

21. UNAUTHORISED ABSENCE FROM WORK

- 21.1 If the Municipal Manager is absent from work without permission:-
- 21.1.1 Such absenteeism from work shall be regarded as leave without pay
- 21.1.2 The Municipal Manager shall be regarded as having deserted her post and therefore resigned-

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21.1.2(a) if the period of her absence exceeds fifteen (15) or more consecutive days and

(b) if the Municipality has taken reasonable steps to trace the Municipal Manager without success.

22. CALCULATION OF UNPAID LEAVE

For the purpose of calculating unpaid leave, the following formula shall apply:-

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

Where:-

- (a) 'A' represents the Municipal Manager's basic annual salary notch
- (b) 'B' represents the number of leave days without pay, and
- (c) '365' represents the number of days in a year.

23. CODE OF CONDUCT

23.1 General Conduct

23.1.1 The Municipal Manager must at all material times:-

23.1.1.1 loyally execute the lawful policies of the Municipality,

23.1.1.2 perform the functions of the office in *bona fides*, diligently, honestly and in a transparent manner,

23.1.1.3 act in the best interest of Council and in such a way that the credibility and integrity of the Municipality are not compromised,

23.1.1.4 act in such a way that the spirit, purpose and objectives of section 50 of the Municipal Systems Act are promoted to the latter.

23.1.1.5 act with highest level of impartiality and treat people and members of staff equally without favour and/or prejudice.

23.2 Commitment to serve the public interests

23.2.1 The Municipal Manager is a public servant in the developmental local government system and must thus accordingly:-

23.2.1.1 foster a culture of commitment to serving the public and the collective sense of responsibility for performance in terms of standards and targets,

23.2.2 implement provisions of section 50(2) of the Municipal Systems Act,

23.2.3 promote and seek to implement the basic values and principles of public administration described in section 195(1) of the Constitution.

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23.2.5 obtain copies of or information of the Municipality's Integrated Development Plan, and as far as possible within the ambit of the unit of the Municipal Manager's job description, seek to implement the objectives set out in the Integrated Development Plan and archive the performance targets set for each performance indicator,

23.2.6 Participate in the overall performance management system of the Municipality, as well as the municipal individual performance appraisal and incentive scheme in order to maximize the ability of the Municipality as a whole to achieve its objectives and to improve the quality of the life of its residents.

23.3 Personal gain

23.3.1 The Municipal Manager as head of administration may not:-

23.3.1 except with the prior consent of Council, be party to a contract for:-

- (a) the provision of goods and/or services to the Municipality,
- (b) the performance of any other work for the Municipality other than in her capacity as Municipal Manager,
- (c) obtain a financial interest in any business of the Municipality; or
- (d) be engaged in any business, trade or profession other than the work of the Municipality

23.4 Disclosure of benefits

23.4.1 The Municipal Manager must disclose in writing full particulars of the benefit to the Council if her spouse, partner, business associate or close family member, acquired or stand to acquire any direct benefit from a contract concluded by the Municipality.

23.4.2 This item shall not be applicable to which the Municipal Manager 'spouse, partner, business associate or close family member has or acquires in common with all other residents of the Municipality.

23.5 Unauthorized disclosure of information

23.5.1 The Municipal Manager may not without permission disclose privileged or classified information obtained in her capacity a Municipal Manager to an unauthorized person(s).

23.5.2 For purposes of this item, "privileged and/or classified" includes any information:-

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- (a) determined by Council of the Municipality or any structure or functionality of the Municipality to be privilege and/or confidential,
- (b) discussed in closed session by the Council or Committee thereof,
- (c) disclosure of which will violate a person's right to privacy, or
- (d) declared to be privilege, confidential or secret in terms of the laws of the country.

23.6 Undue influence

23.6.1 The Municipal Manager may not:-

- 23.6.1.1 unduly influence and/or attempt to influence the Council of the Municipality, or structure or functionary of Council, or a Councilor with a view of obtaining appointment, promotion, privilege, advantage or benefit or for a family member, spouse or associate,
- 23.6.1.2 mislead or attempt to mislead Council its structure or its functionary,
- 23.6.1.3 be involved in any business venture with the Municipality, or
- 23.6.1.3 be involved in any business venture with a councilor without prior consent of Council.

23.7 Rewards, gifts & favours

23.7.1 The Municipal Manager may not request, solicit or accept any reward, gift or favour for:-

- (a) persuading Council of the Municipality or any structure thereof,
- (b) disclosing any privileged or classified information with regard to the exercise of any power or the performance of any duty,
- (c) making a representation to Council or any structure thereof,
- (d) doing or omitting to perform any of her functions,
- (e) failing to report to the Mayor any offer, which, if accepted, will constitute a breach of her Code of Conduct,
- (f) use, acquire, take or benefit from any property or asset owned, controlled or managed by the Municipality to which she has not right or authority.

23.8 Payments of arrears

The Municipal Manager may not be in arrears to the Municipality for rates and service charges for a period longer than ninety (90) days. In the event such payment(s) is/are not honored, the Municipality may deduct any outstanding short payments from the Municipal Manager's remuneration.

N/B: It is hereby specifically recorded that by signing hereof the Municipal Manager authorizes the Municipality to effect any such deductions from her remuneration emanating from her consumer account.

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23.9 Participating in elections

The Municipal Manager may not participate in an election of Council, other than in an official capacity or pursuant to any constitutional right. The Municipal Manager may not be elected to hold any office of any political party without prior consent of Council.

23.10 Sexual harassment

The Municipal Manager may not embark on any action amounting to sexual harassment.

23.11 Duty to report

Whenever the Municipal Manager has reasonable grounds of believing that a Municipal employee is in breach of the Code of Conduct of the Municipality, the affected department must without delay report the incident to the relevant authority.

24 PATENTS AND COPYRIGHT

24.1 The Municipality reserves the right to retain all and/or any right to patents or copyright to any inventions, designs, discoveries, improvements as made, discovered or conceived by the Municipal Manager during the existence of this contract 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.

24.2 The Municipal Manager may not copy, print or publish any of the Municipality's methods, processes or procedures relating to the business of the Municipality unless prior permission has been so granted by Council.

25 TRAINING

The Municipality may require the Municipal Manager to attend from time to time, any apt training course or development programmes in order to improve skills, knowledge and experience of the Municipal Manager, the attendance of which will be at the sole discretion and expenses of the Municipality.

26 CHANGE OF STATUS

The Municipal Manager must within a reasonable period, notify the Municipality of any change in her status and identity particularities.

27 NOTICES

27.1 All notices given by either party to the other in terms of this contract shall be valid if given by pre-paid post, telegram and facsimile or delivered by hand. In the case of pre-paid post receipt of the notice will be deemed to be three (3) days after posting and in all other cases on the date of signature of receipt.

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28 GUARANTEE BY THE MUNICIPAL MANAGER

By signing hereof the Municipal Manager confirms that all documentation, information and credentials presented to the Municipality in support of her application for employment are authentic and correct. It is agreed that in terms of any of the above subsequently proving to be false, these will constitute grounds for summary termination of the Municipal Manager's contract of employment with the Municipality. This termination will however be preceded by proper processes and procedures of termination of employment having as engrained in the policies of Council and the provisions of the Labour Relations Act.

29 TERMINATION

29.1 This employment contract will terminate:-

29.1.1 automatically on expiry of its term referred to in clause 2.2 of this agreement.

29.1.2 at the instance of the Municipal Manager upon one (1) calendar month notice in writing.

29.1.3 at the instances of the Municipality in which case the Municipality will have to proof on a balance of probabilities that the Municipal Manager's conduct, capacity, performance, operational requisites is such that she can no longer be eligible to perform her functions as Municipal Manager.

29.1.4 if the Municipal Manager is declared permanently unfit in terms of the rules/statutes of the relevant Pension/Provident Fund to perform her day-to-day functions.

29.1.5 the Municipality will be further entitled to reasonably terminate Municipal Manager's employment contract for any sufficient reason recognized by law, as stipulated in Chapter 6; Section 41, 42, 43, and 44 of the Regulations on Appointment and Conditions of Employment of Senior Managers, which *inter alias* may include the following:-

If the Municipal Manager:-

29.1.5(a) commits serious or persistent breach of any of the provisions of this agreement,

29.1.5(b) is found guilty of any misconduct through commission or omission in the discharge of her duties under this agreement and any other performance agreements,

29.1.5(c) willfully disobeys a lawful instruction or directive from Council,

29.1.5(d) is convicted of a criminal offence which in the reasonable opinion of the Municipality affects her position as Municipal Manager,

RM

RC

MM

SA

SS

29.1.5(e) fails to give her whole time and attention to the business and affairs of the Municipality and/or carries on any other business which may affect the relationship with the Municipality,

29.1.5(f) is found guilty of any other conduct that will reasonable dismissal under the Labour Relations Act.

30 LAW AND JURISDICTION

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

31 DOMICILIUM CITANDI ET EXECUTANDI

The parties choose as the *domicilia citandi et executandi* for all purposes of this contract the addresses as set out in Clause 1.

RM

RC


MM

SR


SA

Thus done and signed at Marble Hall on this the 28th
day July of 2017.

AS WITNESSES:


1. 



MATHARA MONICA
MATHEBELA (EMPLOYEE)

2. 

Thus done and signed at Marble Hall on this the 28th
day July of 2017.

AS WITNESSES:

1. 


RAMADIMETJA
CONSTANCE KUPA
(MAYOR obo EMPLOYER)

2. 