

**FIXED TERM CONTRACT OF EMPLOYMENT FOR
THE MANAGER: BUDGET AND TREASURY OFFICE**

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

KHABO ANNA RAMOSIBI

["the Manager"]

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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. Khabo Anna Ramosibi (ID No : 790821 0490 08 9) herein after referred to as the "Manager" accountable to the Municipal Manager and the Employee on the other hand.
- 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. Managerate 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. "Senior Manager" refers to the Manager accountable to the Municipal Manager in terms of the Local Government: Municipal Systems Amendment Act 7 of 2011 and shall be used interchangeably with "Manager".
- 2.8.8. Municipal Systems Act means Local Government: Municipal Systems Act, No. 32 of 2000, as amended;
- 2.8.9. Resolution means a resolution passed by the municipal council of the Municipality.

3. APPOINTMENT AND DURATION

- 3.1. The Municipality hereby appoints Khabo Anna Ramosibi to the position of Manager: Budget & Treasury Office, 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 June 2014 and will endure a fixed term of 5(five) years and terminate automatically on 30 May 2019 subject to 3.3 and 3.4 below.
- 3.3. It is specifically recorded that the Manager 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 Manager.
- 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 May 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 Manager have been fulfilled.
- 3.5. Failure to renew or extend the period referred to 3.3 will not constitute a dismissal of the Manager and the Manager 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 Manager 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 Manager 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 Manager is obliged to sign a disclosure form for benefits and interests which are obtainable from the Human Resources Division.

6. ORDINARY HOURS OF WORK

- 6.1 Except as otherwise provided, the Manager 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 Manager may be required to work overtime without additional remuneration.

8. PLACE OF WORK.

- 8.1. The Manager'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 Manager 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 Manager will be **R 647 280,00 (SIX HUNDRED AND FORTY SEVEN THOUSAND TWO HUNDRED AND EIGHTY RANDS NIL CENTS)** annually, payable in 12 (twelve) equal monthly instalments on the 25th 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 Manager 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 Manger.
- 9.4. The Employee's salary will be reviewed and adjusted annually in line with inflation or as determined by Salga recommendations and Upper limits for Senior Manager .
- 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 Manager's post will be published by the Municipality in the national and/or local media on or before 31st 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 Manager must belong to a retirement or pension fund registered in terms of the Pension Fund Act.
- 10.1.2. The Manager must annually submit proof of membership of the retirement or pension fund to the municipality.
- 10.1.3. The Manager 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 is registered in terms of the Pension Funds Act.:

10.2. MEDICAL SCHEME MEMBERSHIP.

- 10.2.1. The Manager must belong to a medical aid registered in terms of the Medical Schemes Act.
- 10.2.2. The Manager must submit annually proof of membership of the medical aid scheme to the municipal council.
- 10.2.3. The Manager 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 Manager 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 Manager 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 Manager 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 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 the municipality.

11. ANNUAL LEAVE

- 11.1. The annual leave cycle is calculated from the 1 January to 31 December
- 11.2. The Manager shall be entitled to a paid annual leave on a *pro rata* basis if employed after the 1 January.
- 11.3. The Manager must apply for annual leave on an official leave form which shall be obtainable from the Human Resources Division.
- 11.4. The Manager 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 Manager shall not accrue leave during any period of unpaid leave or of she is absent from work without permission. The Manager 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 Manager was absent without permission.
- 11.7. The Manager 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 Manager 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 Manager's application for an annual leave may not be unreasonably disapproved.
- 11.10. The Manager 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 Manager 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 Manager must apply for sick leave on an official leave form obtainable from the Human Resources Division.
- 12.3. The Manager is entitled to 36 working days paid sick leave during each sick leave cycle.
- 12.4. The Manager 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 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 depleted, the Manager 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 Manager, reduce the pay to which the 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.

13. PROOF OF SICKNESS.

- 13.1. If the Manager 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 Manager,
- (c) the identity number of the Manager,
- (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 Manager a description of the sickness or injury in layman's language, or, if the Manager refuses to give consent, specifying that the Manager 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 he 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 Manager is entitled to five working days family responsibility per annum leave cycle for utilization if the Manager's-

- (a) spouse or life partner gives birth to the Manager's child.
- (b) child, spouse or life partner is sick; or
- (c) child, spouse or life partner, or a Manager'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 Manager must apply for study leave on an official leave form which is obtainable from the Human Resources Division.

14.2. If the Manager 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 Manager 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 Manager 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.

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

14. SPECIAL LEAVE.

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

15. UNAUTHORISED ABSENCE FROM WORK.

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

- (a) such absenteeism will be regarded as leave without pay.
- (b) the Manager 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 Manager 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 Manager'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 Manager 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.



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- 16.2. The Manager must at all times faithfully, promptly and punctuality carry out all duties, including such duties as may conform with the position of Manager, be delegated or assigned, and must endeavour to conduct, improve, extend and develop the business and affairs of the Municipality.
- 16.3. In addition to the requirements of the performance agreement attached to this agreement and concluded annually, the Manager 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 Managerate within the Municipality, the Manager 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 Managerate 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 Managerate with all applicable labour legislation;
- 16.4.1.2.2. Managing communications between the Managerate 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 Managerate/Department, the Manager is responsible and accountable for:
- 16.4.2. All income and expenditure of the Department/Managerate
- 16.4.3. Proper and diligent compliance with the Municipal Finance Management Act.
- 16.5. In carrying out these duties, the Manager 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 Manager 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 bears 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/hers Directorate/Department;
- 16.6.5.2. The political structures, political office bearers and the community
- 16.7. The Manager must ensure that the administration of his/hers 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.

17. CODE OF CONDUCT

17.1. General Conduct

17.1.1. The Manager must at all times:

- 17.1.1.1. Loyally 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;
- 17.1.1.4. 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 Manager 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 Manager may not:

17.3.2. Except with the prior consent of the Council and/or Municipal Manager of the Municipality, the Manager 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.

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17.4. Disclosure of benefits

17.4.1. The 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 stands to acquire any direct benefit from a contract concluded by the Municipality.

17.4.2. This item does not apply to which a Manager'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 Manager may not without permission disclose privileged or confidential information obtained as the Manager 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 be privileged, confidential or secret in terms of any law.

17.6. Undue influences

17.6.1. The Manager 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. Mislead 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 Manager 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 Manager 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 Manager 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 Manager 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 Manager's remuneration after this period. The Manager hereby authorises monthly deductions from his remuneration for his consumer account.

17.9. Participation in elections

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

17.11. Duty to report

Whenever the Manager 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 Manager 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.

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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 Manager 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 (**domicilium citandi et executandi**) for all illegal intents and purposes concerning this agreement.

FOR THE EMPLOYEE	FOR THE EMPLOYER
1961 Maduna Street Rockville Mhluzi 1053	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,

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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 Manager'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 Manager'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:

24.1.3. If the Manager:

24.2.1.1. Commits any serious or persistent breach of any of the provisions of this agreement;

24.1.3.2. Is guilty of any misconduct through omission or commission in the discharge of his/her duties under this agreement and any performance agreements;

24.1.3.3. 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.

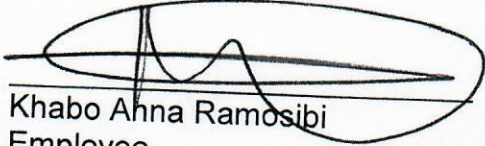
25.1. An employment contract of the Manager may be terminated only on notice of –

- (a) two weeks, if the Manager has been employed for six months or less;
- (b) four weeks, if the Manager has been employed for twelve months or less;
- (c) one calendar month, if the Manager 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 20 day of March 2015.


Khabo Anna Ramosibi
Employee

AS WITNESSES:

Zolungwa
Full name of first witness

Signature

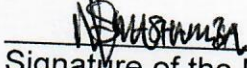
Full names of second witness

Signature

(On behalf of the employee)


Thus **done** and **signed** at Marble Hall on this 20 day of March 2015.

Ntiko Steve Mashumba
Full names of the Municipal Manager
For and on behalf of the Municipality


Signature of the MM

AS WITNESSES:

Makoko Lewis
Full names of witness


Signature

Molefe A. Matseke
Full names of witness


Signature