

**FIXED TERM CONTRACT OF EMPLOYMENT FOR
THE DIRECTOR OF INFRASTRUCTURE**

Entered into by and between

EPHRAIM MOGALE LOCAL MUNICIPALITY herein
represented by the **Municipal Manager**

PHAKANE PHAHLAMOHHLAKA

["the Employer"]

and

MAHUBILA ESTHER RADINGWANA

Identity No

740726 0430 087

["the Employee"]

EMPLOYMENT CONTRACT

K. S. J. M. E. B.

Whereas

Section 57 of the Local Government Municipal Systems Act No 32 of 2000 provides for the appointment of a Manager reporting to the Municipal Manager 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. Muhubila Esther Radingwana (ID No:740726 0430 087) herein after referred to as the 'Director ' as the Employee on the other hand.
- 1.3. The parties as set out in Clauses 1.1 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.
 - 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;

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- 2.8.3. Constitution means the Constitution of the Republic of South Africa, Act 108 of 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 Executive Authority of the Municipality.

3. APPOINTMENT AND DURATION

- 3.1. The Municipality hereby appoints Ms Mahubila Esther Radingwana to the position of Director Infrastructure, 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 01 November 2013 and will endure a fixed term of Five(5) years and terminate automatically on 31 October 2018.
- 3.3. It is specifically recorded that there is no expectation that this agreement will be renewed or prolonged beyond the period referred to in 3.2 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.
- 3.4. 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.

Accordingly, reference in 3.4 above to additional remuneration or compensation to which an employee may otherwise be entitled to in the event of a termination based on an employer's operational requirements.

4. PERFORMANCE CONTRACT

- 4.1 Notwithstanding anything to the contrary contained in this agreement, the Employee's appointment in terms of this conditional upon the conclusion.
- 4.2 This performance agreement must be reviewed when a new Council is elected.
- 4.3 In the event of such performance agreement being concluded with a reasonable period as stipulated in 4.1 above, this contract of employment may be terminated on the first day after the expiry period.
- 4.4 The Director specifically acknowledges and agrees that the termination of this agreement, for the reasons set out in 4.1 to 4.3 above, and of any employment relationship that may have arisen prior to the conclusion of a performance agreement, will constitute a fair and lawful termination.
- 4.5 The Performance Agreement shall be attached after 30 days ranging from 30 November 2013, given the conditions and circumstances regarding the period of validity during the second term of 2013/2014 Municipal Financial Year.

5. APPOINTMENT TO BE FULL TIME INCUMBENT

- 5.1 During the existence of this agreement, the Director will devote all his/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 resolution.

6. HOURS AND PLACE OF WORK

- 6.1 The Director will be required to work such hours and days in accordance with the operational needs and requirements of the municipality at any particular time, which should not be less than 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.
- 6.3 It is a material term and condition of the Director's employment that he works such hours in addition to the ordinary hours referred to in 6.2 above, and on Saturdays and/or Sundays when required to do so in order to fulfil his job requirements, for which she will not be remunerated.
- 6.4 The Director's ordinary place of work will be 13 Ficus Street, Marble Hall and other Municipal office falling within the Municipal jurisdiction but she may be required to perform other duties or work related to the functions of the municipality at other places that may reasonably be required by the municipality. The Municipality may from time to time require, and may require the Director to travel nationally or internationally in the performance of his duties.

7. REMUNERATION

- 7.1. The commencing total cost to Council remuneration offered and accepted by the Director will be **R870 000 .00** 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 in 7.5 below.

- 7.2. The employee can structure her remuneration in terms of legislation governing and regulating tax matters as per South African Revenue Services stipulations and arrangements.
- 7.3. 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
- 7.4. The Employee's salary will be reviewed and adjusted annually in line with inflation and at a rate equal to the final settlement percentage as agreed to at the South African Local Bargaining Council.
- 7.5. Subject to 7.1., the Director is entitled to the following fringe benefits which form part of his total cost to Council remuneration package:
 - 7.5.1. Motor vehicle benefit
 - 7.5.2. Membership of a recognised retirement fund
 - 7.5.3. Membership of a recognised medical aid scheme
 - 7.5.4. Housing allowance
 - 7.5.5. Group Life Assurance Scheme
- 7.6. In addition to the fringe benefits in 7.5 above, the Employee will be entitled to a Subsistence and Travelling Allowance in terms of Council Policy for official work.
- 7.7. 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.
- 7.8. 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 31st October of each year, as contemplated by section 58 of the Municipal Systems Act.

8. LEAVE

- 8.1 The Director is entitled to 24 (twenty four) working days annual leave with full pay, calculated at a rate of 2.5 days per month, for each completed (12 (twelve) month period of employment (the leave cycle). Leave must be taken at a time which is mutually convenient to the Municipal Manager and the Director, within the leave cycle. No leave can be carried over from cycle to another.
- 8.2 The Director must take at least 10 (ten) consecutive working days leave within twelve-month period. The remaining leave days, if any, must be taken no later than the end of June of the year following the relevant leave cycle, where after the unused leave credits shall be forfeited.
- 8.3 The Director is entitled to thirty-six (36) working paid sick leave over a period of 3 (three) year sick leave cycle, calculated from the commencement of employment. Sick leave over and above the Director's entitlement may only be granted at the Municipality's discretion.

If the Director is absent from work for more than 2 (two) consecutive days, or more than two occasions during an eight week period, he will be required to

produce a medical certificate from a registered medical practitioner or dentist or traditional healer registered with a recognised professional council in terms of legislation in order to qualify for paid leave.

8.4 Any absence from work must be reported to the Municipal Manager as soon as reasonably possible.

8.5 If the Director 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.

8.6 After 4(four) consecutive months of employment, the Director is entitled to five (5) paid family responsibility leave during each cycle of 12(twelve) months of employment with the Municipality, to be taken.

8.6.1 At the birth of the Director's child or

8.6.2 When the Director's child is sick or

8.6.3 In the event of the death of a spouse, life partner, adoptive parents, grandparents, child, adopted child, grandchild, sibling or any person related to the Director.

8.7 The Director is entitled to take 1(one) day special leave in order to prepare for examination as well as 1(one) day for the actual sitting of the examination.

8.8 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.

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.

8.9. The Director is entitled to four (4) consecutive calendar months' maternity leave in accordance with the provisions of the Basic Conditions of Employment Act, Act 75 1997, to commence at any time from four (4) weeks before the expected date of confinement or on a date from which the attending medical practitioner certifies that it is necessary for the employee's health or that of the unborn child.

9. MOTOR VEHICLE.

The Director must have a motor vehicle available for the proper performance of her functions and discharge of her duties. She should secure her own financing.

10. MOBILE PHONE.

The Director shall be entitled to a mobile telephone allowance for official purposes according to the policy of the municipality or in accordance with a decision of the municipal council.

11. OVERTIME WORK.

- 11.1. The Director must place the whole of her time at the disposal of the municipality and it will be required of the employee to work overtime, when reasonably required to do so, in fulfilment of her duties
- 11.2. The Director will not qualify for overtime remuneration.

12.DUTIES AND RESPONSIBILITIES

- 9.1 Subject to 4 above, the Director must conclude at least one performance agreement per annum for the duration of his/her employment contract, with the Municipal Manager.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 As head of a Directorate within the Municipality, the Director is subject to the policy directions of the Municipality, responsible and accountable for:
- 9.5.1 The formation and development of an economical, effective, efficient and accountable Directorate that is:-
- 9.5.1.1 Equipped to carry out task of implementing the Municipality's Integrated Development Plan, in accordance with Chapter 5 of the Municipal Systems Act;
- 9.5.1.2 Operating in accordance with the municipality's Performance Management Systems Chapter 6 of the Municipal Systems Act;
- 9.5.1.3 Responsive to the needs of the local community to participate in the affairs of the Municipality;
- 9.5.1.4 The management of the Municipality's integrated development plan, and the monitoring of progress with implementation of the plan;
- 9.5.1.5 The management of the provision of services to the local community a sustainable and equitable manner;
- 9.5.1.6 The maintenance of discipline of staff;
- 9.5.1.7 The promotion of sound labour relations and compliance by the Directorate with all applicable labour legislation;
- 9.5.1.8 Managing communications between the Directorate and the Municipality's administration, its political structures and political office bearers;
- 9.5.1.9 Carrying out decisions of the Executive Committee and Municipal Manager of the Municipality;
- 9.5.1.10 The administration and implementation of the municipality's by-laws and other legislation;
- 9.5.1.11 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 Director in terms of section 59 of the Municipality Systems Act;
- 9.5.1.12 Facilitating participation by the local community in the running of the affairs of the Municipality;
 - 9.5.1.13 Developing and maintaining a system whereby community satisfaction with municipal services is assessed;
 - 9.5.1.14 The implementation of national and provincial legislation applicable to the Municipality;
 - 9.5.1.15 The performance of any other function that may be assigned by the Municipal Manager and Executive Committee of the Municipality.

9.6 As accounting officer of the Directorate/Department, the Director is responsible and accountable for:

9.6.1 All income and expenditure of the Department/Directorate

9.6.2 Proper and diligent compliance with the Municipal Finance Management Act.

9.7 In carrying out these duties, the Director must:-

- 9.7.1 Do so in accordance with the democratic values and principles embodied in section 195(1) of the Constitution;
- 9.7.2 Strive to achieve the objects of local government as set out in section 152(1) of the Constitution; and
- 9.7.3 Have regard to the values, duties and objectives of:
 - 9.7.3.1 Utilising the resources of the municipality in the best interest of the local community, as determined by the Council of the Municipality;
 - 9.7.3.2 Providing without favour or prejudice, democratic and accountable government;
 - 9.7.3.3 Encouraging local community involvement;
 - 9.7.3.4 Consulting local communities about the municipal services provided and the service delivery options available;
 - 9.7.3.5 Ensuring equal access to services;
 - 9.7.3.6 Promoting the development of the Municipality
 - 9.7.3.7 Promoting gender equity in the exercise of the Municipality
 - 9.7.3.8 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;
 - 9.7.3.9 Facilitating a culture of public service and accountability amongst staff;
 - 9.7.3.10 Taking measure to prevent corruption and fraud;
 - 9.7.3.11 Providing full and accurate information to the community about the level and standard of municipal services;
 - 9.7.3.12 Focusing on the objects of local government as set out in section 152 and 153 of the Constitution.

9.8 The Director must exercise her 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:

- 9.8.1 Be responsive to community needs;
- 9.8.2 Facilitate a culture of service delivery amongst staff;
- 9.8.3 Meets the objects of section 152 and 153 of the Constitution;
- 9.8.4 Ensure that its political structures, political office bears and managers align their roles and responsible with the priorities and objectives set out in the Municipality's integrated development plan.

9.8.5 Establish clear relationships and facilitate cooperation, coordination and communication between:-

9.8.5.1 The political structures political office bearers, the administration and his directorate/Department;

9.8.5.2 The political structures, political office bearers and the community

9.9 The Director must ensure that the administration of his Directorate performs functions under the following understanding:

9.9.1 Through operationally effective and appropriate administrative units;

9.9.2 With clear responsibilities and coordination;

9.9.3 Maximising efficiency and effectiveness in communication and decision making;

9.9.4 In an open, equitable, free and non-discriminatory environment.

13.CODE OF CONDUCT

10.1 General Conduct

10.1.1 The Director must at all times:

- Loyal execute the lawful policies of the Executive Authority of the municipality;
- Perform the functions of the office in good faith, diligently, honestly and in a transparent manner;
- Act in such a way that the spirit, purpose and objectives of Section 50 of the Local Government: Municipal Systems Act 32 of 2000 are promoted;
- Act in the best interest of Council and in such a way that the credibility and integrity of the municipality are not compromised;
- Act impartially and treat people, including other staff members, equally without favour or prejudice.

10.2 Commitment to serve the public interest

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

- Implement the provisions of Section 50 of the Local Government: Municipal Systems Act 32 of 2000;
- Foster a culture of commitment to servicing the public and a collective sense of responsibility for performance in terms of standards and target;
- Promote and seek to implement the basic values and principles of public administration described in section 195(1) of the Constitution;
- Obtain copies of or information about the Municipality's integrated development plan, and as far as possible within the ambit of the Director'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;
- Participate in the overall performance management system for the municipality, as well as the Director'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.

10.3 Personal gain

10.3.1 The Director may not:

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10.3.2 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:-

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

10.4 Disclosure of benefits

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

10.4.2 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.

10.5 Unauthorised disclosure of information

It is recorded that in performing his/her duties in terms of this agreement, the Director will become entitled or have an access to confidential information and the Director undertakes to treat as strictly confidential all proprietary information of any nature whatsoever which he/she may obtain from or relating to the services or on carrying out his/her duties.

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

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

- Determined by the Council of the Municipality or any structure or functionary of the Municipality to be privileged or confidential;
- Discussed in closed session by the Council or a Committee of the Council;
- Disclosure of which would violate a person's right to privacy; or
- Declared to the privileged, confidential or secret in terms of any law.

10.5.3. Protection of Intellectual Property.

The Director hereby agrees to take all reasonable steps to protect the copyrights in the materials, books, records, photographs, audio visuals and any other material and resource with regard to which he/she will be granted the right of access and use for the purpose of discharging his/her duties under this agreement.

10.6 Undue influences

10.6.1 The Director may not:-

- 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;
- Mislead or attempt to mislead the Council, or a structure or functionary of the Council, its consideration of any matter, or
- Be involved in a business venture with a Council, or a structure or functionary of the Council, in its consideration of any matter; or

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

10.7 Rewards, gifts and favours

- 10.7.1 The Director may not request, solicit or accept any reward, gift or favour for:-
- Persuading the Council of the Municipality, or any structure or functionary of the Council,;
 - Disclosing any privilege or confidential information with regard to the exercise of any power or the performance of any duty;
 - Making a representation to the Council any structure or functionary of the Council;
 - Doing or not doing anything within his powers and/or duties
- 10.7.2 The Director must without delay report to the Municipal Manager any offer, which, if accepted, would constitute a breach of the Code of Conduct.
- 10.7.3 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.

10.8 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.

10.9 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.

10.10 Sexual harassment

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

10.11 Duty to report

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

10.12. Political Office.

The Director may not hold any political office in a political party, whether in a permanent, temporary or acting capacity.

14. PATENTS AND COPYRIGHT

- 11.1 The employer 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 Employer whether wholly or partly, and whether in connection or not during normal working hours and whether or not at the Employer's premises. Such patents or copyright may not be limited to any particular area or country and the Employer has the right to alter, modify, adapt or change any designs, processes or methods or any such patents or copyright.-

K.S.  M.E 

- 11.2 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.

15. TRAINING

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

16. 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.

17. DOMICILA AND NOTICES.

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 legal intents and purposes concerning this agreement.

FOR THE EMPLOYEE	FOR THE EMPLOYER
P.O Box 82456 Doorpoort 0017	13 Ficus Street Ephraim Mogale Local Municipality Marble Hall 0450

18. GENERAL

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.

19. 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.

20. TERMINATION

17.1 This agreement will terminate:

- Automatically on expiry of the term referred to in 3.2;
- At the insistence of the Employee upon 1(one) calendar months' notice of termination in writing;
- At the Municipality's insistence, if the Municipality terminates Municipal Manager's employment for reasons relating to the Director's conduct, capacity, performance, operational requirements of the municipality which reason must be recognised by law as sufficient, on 1(one) calendar month's termination in writing.
- 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.

17.2 The Municipality will be entitled to reasonably terminate the Director's employment contract for any sufficient reason recognised by law, which inter alia, may include the following:

17.2.1 If the Director:

- Commits any serious or persistent breach of any of the provisions of this agreement;
- Is guilty of any misconduct through omission or commission in the discharge of his/her duties under this agreement and any performance agreements;
- Wilfully disobeys a lawful instruction or direction from Council;
- Is convicted of any criminal offence which in the reasonable opinion of the Municipality affects his/her position as an employee of the municipality;
- 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;
- Is guilty of any other conduct that will justify dismissal as under labour law.

21. LAW AND JURISDICTION

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

22. DISPUTE RESOLUTION MECHANISM

22.1. Any dispute about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the agreement, must be mediated by the mayor within thirty (30) days of receipt of a formal dispute from the Director.

19.1 Notwithstanding anything to the contrary contained in this agreement, with party this agreement,

19.2 Is entitled to apply for, and if successful, be granted, an interdict from any competent court having jurisdiction.

Thus **done** and **signed** at Marble Hall on this 19TH day of DECEMBER 2013.


EMPLOYEE

AS WITNESSES:

1.



2.




(On behalf of the employee)


EMPLOYER


Thus **done** and **signed** at Marble Hall on this 19TH day of DECEMBER 2013.

AS WITNESSES:

1.



2.



(On behalf of the employer)