



MANTSOPA

LOCAL MUNICIPALITY

(Incorporating Ladybrand, Tweespruit, Excelsior, Hobhouse & Thaba Patchoa)
(As from 6 December 2000)

Head Office

Private Bag X11 or
P.O. Box 64
LADYBRAND
9745

38 Joubert Street
LADYBRAND
9745

051-924 0654
051-924 0655
051-924 0657
051-924 0659

Fax: 051-924 0020

File No.:

Contact Person:
T.P MASEJANE

01 March 2018

Sello Albert Nyapholi
5 Baartman Street
Hilsboro
Bloemfontein
9301

Dear Sir

YOUR APPOINTMENT AS THE CHIEF FINANCIAL OFFICER OF MANTSOPA LOCAL MUNICIPALITY

This letter serves as a confirmation that Mantsopa Local Municipality's Council on its Special Council meeting dated 28 February 2018 appointed you to the position of the Chief Financial Officer effectively from 01 April 2018.

Your appointment was concluded in terms of the Local Government: Section 56(1)(a)(i) of the Municipal Systems Act, 32 of 2000, as amended, and Regulations on Appointment and Conditions of Employment of Senior Managers, 2014 and is a five year fixed term employment contract ending on 31 March 2023.

Your appointment is subject to the terms and conditions as set out in the employment contract attached hereto as annexure A. Kindly complete and sign the attached forms including the employment contract and submit them to the Directorate: Corporate Services prior to your assumption of duty.

Your Total Remuneration Package shall be as prescribed in terms of the Upper Limits of Total Remuneration Packages Payable to the Municipal Managers and Managers Directly Accountable to Municipal Managers as Gazetted in No.41173 of 10 October 2017.

Congratulations on your appointment. It is trusted that you will be happy and successful in your new capacity and working environment.

Yours in serving our people with excellence.


T.P MASEJANE
MUNICIPAL MANAGER

Area Offices

P.O. Box 76
TWEESPRUIT
9770

Tel: 051-963 0061
051-963 0067

Fax: 051-963 0110

P.O. Box 24
EXCELSIOR
9760

Tel: 051-973 0015

Fax: 051-973 0865

P.O. Box 5
HOBHOUSE
9740

Tel: 051-983 0013

Fax: 051-983 0152

Hobhouse Way 177
THABA PATCHOA
9771

Tel: 051-964 0012

Fax: 051-964 0054

CONTRACT OF EMPLOYMENT

Made and entered into by and between:

MANTSOPA LOCAL MUNICIPALITY

(Herein referred to as the Municipality)

Represented by the Municipal Manager, MR THAMAE PAULUS MASEJANE.

(ID NO 650730 5292 086)

In her capacity as the Municipal Manager of the Municipality

And duly authorized by Resolution of the Council of the Municipality No.2/28/02/2018

And

MR SELLO ALBERT NYAPHOLI

(ID 730706 5308 084)

(Herein referred to as the "the Employee")

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WHEREBY IT IS AGREED AS FOLLOWS:

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this contract are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. In this contract, unless a contrary intention clearly appears –

1.1.1 Words importing –

1.1.2 any one gender includes the other two genders;

1.1.2. the singular include the plural and *vice-versa*; and natural persons include created entities (corporate or unincorporated) and *vice versa*;

1.1.3 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding means, namely-

1.2.1. "the BCEA" shall mean the Basic Conditions of Employment Act 75 of 1997;

1.2.2. "the Employee" shall mean **Mr Sello Albert Nyapholi**;

1.2.3. "the Constitution" shall mean the Constitution of the Republic of South Africa, Act 108 of 1996;

1.2.4. "the LRA" shall mean the Labour Relations Act 66 of 1995;

1.2.5. "the Municipality" shall mean **Mantsopa Local Municipality**;

1.2.6. "the Municipal Manager" means the Municipal Manager appointed in terms of section 54 A of the Local Government: Municipal Systems Act 32 of 2000 or any person appointed by council of the Municipality to act in such position for the time being;

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- 1.2.7. "the Parties" means the **Employee** and the **Municipality**;
- 1.2.8. "the Municipal Finance Management Act" means the Local Government: Municipal Finance Management Act 56 of 2003;
- 1.2.9. "the Structures Act" shall mean the Local Government: Municipal Structures Act 117 of 1998;
- 1.2.10. "the Systems Act" shall mean the Local Government: Municipal Systems Act 32 of 2000;
- 1.2.11 Local Government Regulations on Appointment and Conditions of Employment of Senior Managers;
- 1.2.12 Upper Limits of Total Remuneration Packages Payable to Municipal Manager and Managers Directly Accountable to Municipal Managers;
- 1.2.12 "R" and "Rands" shall mean the lawful currency of the Republic of South Africa;
- 1.2.13. "Resolution" shall mean the resolutions passed by the Council of the Municipality or by any of its sub-committees, and shall be deemed to be incorporated by reference into this contract and shall form part of this agreement; and
- 1.2.14. "Pensionable income" is equal to total cost to the employer.
- 1.3 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.4 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the contract;
- 1.5 when any number of days is prescribed in this contract, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in

which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

- 1.6. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail; and
- 1.7. schedules or annexures to this contract shall be deemed to be incorporated in and form part of this agreement.

2. RECORDAL

- 2.1 Section 57(1) (a) of the Systems Act provides that a Manager Directly Accountable to the Municipal Manager may only be appointed to that position in terms of a written employment contract which complies with the provisions of that Act;
- 2.2 The Employee is a **Chief Financial Officer**: duly appointed by the Council of the Municipality in terms of section 56 of the Systems Act;
- 2.3 The Employee has been appointed to the position of **Chief Financial Officer** with effect from **01 April 2018**;
- 2.4 The parties regulate and formalize their relationship in terms of this agreement;
- 2.5 The **Employee** warrants that he possesses the relevant skills and expertise to perform the duties and responsibilities associated with the post in terms of this contract as well as in terms of the Municipal Structures Act, Municipal Systems Act, Municipal Finance Management Act and other applicable legislations;
- 2.6 It is specially recorded that clause 2.5 constitutes a material term of this contract and any breach thereof shall entitle the Employee to exercise its rights in terms of Clause 3.7 hereunder.

3. APPOINTMENT AND DURATION

- 3.1. The **Municipality** hereby appoints the **Employee** to the position of **Chief Financial Officer** and the **Employee** hereby agrees to act in the said position subject to the terms and conditions recorded herein.

3.2. Notwithstanding the date of signature of this contract, the employee's appointment referred to in Clause 3.1, shall be deemed to have commenced with effect from the **01 of April 2018** and shall endure for a fixed period of (5) five years ending on **31st March 2023**.

3.3. It is specifically recorded that there is no expectation that this contract will be renewed or prolonged beyond the period referred to in 3.2 above provided that:

3.3.1. All performance agreements concluded and required to be concluded between the Municipal Manager and the **Employee** have been fulfilled;

3.3.2. The failure to renew or extend the period referred to in 3.2 above shall not constitute a dismissal of the **Employee** and, accordingly, the **Employee** shall not be entitled to any additional remuneration or compensation in respect of the completion of such period.

3.3.3. For the purpose of clarity, the parties specifically record that this contract will come to an automatic end on expiry of the fixed period, and shall not be construed as a termination based on the **Municipality's** conduct or omission, nor as an unfair dismissal. Accordingly, reference in clause 3.3.2 above to additional remuneration or compensation to which the **Employee** shall not be entitled, shall include but not be limited to, severance pay, notice pay, pension/retirement and medical aid fund benefits to which an **Employee** may otherwise be entitled to shall, however be paid to the **Employee** in the event of a termination based on the Municipality's operational requirements.

3.4 This contract shall be terminable only on notice of: -

3.5 Two weeks if the Employee has been employed for six (6) months or less;

3.6 Four **(4)** weeks if the employee has been employed for 12 months or less

3.7 One calendar month if the employee has been employed for more than 12 months.

3.8 At the Municipality's initiative if the Municipality terminates the employee's appointment for reason relating to misconduct, incapacity, unacceptable performance or the operational requirements of the municipality or for any other reason recognized by law as sufficient, on 1(one) calendar months' notice of termination in writing.

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3.8.1 the **Municipality** shall be entitled to terminate this contract summarily (or on such other basis as it considers appropriate) if the **Employee** –

- (a) is guilty of conduct justifying a summary dismissal according to the common law; and/or
- (b) is guilty of conduct which is likely to bring himself or the **Municipality** into disrepute or is convicted of an offence involving dishonesty; and/or
- (c) commits a breach of any of the terms of this contract;
- (d) becomes incapacitated, which shall mean that he has suffered some illness or disability which has precluded him from providing his services hereunder for a period in excess of 180 (one hundred and eighty) days in the determination of which intermittent returns to work or service which do not constitute a *bona fide* resumption of duties shall be disregarded.
- (e) Is found guilty of any serious misconduct or deliberate negligence in the discharge of his duties under his employment contract and performance agreements concluded between the employee and the Municipal Manager.
- (f) Is absent from employment without approval for a period exceeding 30 (thirty) days.
- (g) Disobeys a lawful instruction or direction of the Municipal Manager, Executive Mayor or the Council of the Municipality.
- (h) Is convicted of a criminal offence other than offence, which in the reasonable opinion of the Municipality does not affect the Employee's position as an employee.
- (i) Fails to place the whole of his time at the disposal of the Municipality, subject to item 4(2) of the Code of Conduct set out in Schedule 2 of the Act.
- (j) Accept a nomination as a candidate for election as a member of a Municipal Council; Provincial Legislature or Parliament, he shall be deemed to have voluntarily terminated his services with the Municipality with effect from the date on which a certificate was issued in terms of section 31 (3) of

the Electoral Act, Act No 73 of 1998 or Section 64 of the Local Government: Municipal Electoral Act, No. 27 of 2000 stating that he is a candidate in the relevant election, or from the date on which he is nominated as a permanent delegate to the National Council of Provinces as contemplated in Section 61 (2) (b) of the Constitution of 1996.

3.9 It is specifically recorded that any termination of the **Employee's** employment in terms of clause 3.4 above shall be with due compliance with the provisions of any applicable law, both statutory and common law.

4. CONDITION PRECEDENT

- 4.1. The **Employee's** employment is further subject to compliance with the following terms:
- 4.1.1 Notwithstanding anything to the contrary contained in this contract, the **Employee** shall be required to conclude a performance agreement with the Municipal Manager within 60 (sixty) days after assumption of duty and annually within one (1) month after the beginning of each financial year of the municipality, failing which the appointment lapses (**Appendix A**).
- 4.1.2. The Code of Conduct as stipulated in Schedule 2 of the Municipal Systems Act, 2000 (**Appendix B**).
- 4.1.3 The **Employee** specifically acknowledges and agrees that the termination of this contract, for the reasons set out in clause 4.1 above, and of any employment relationship that may have arisen prior to the conclusion of a performance agreement, shall constitute a fair and lawful termination.
- 4.1.4 The Employee shall be required to submit all original certificates or certified copies of his academic and professional qualifications and proof of previous employment prior to the signing of this agreement.
- 4.1.5 The Employee shall further be required to disclose all financial interest on the date of assumption of duty and on an annual basis within one month after the commencement of the financial year which shall be lodged with the Municipal Council. Failure to disclose benefits and interests is a breach of contract and must be dealt with in terms of the Code of Conduct for Municipal Staff as provided for in Schedule 2 to the Act, read in conjunction with the Disciplinary Regulations for Senior Managers, 2011.

5. APPOINTMENT TO BE FULL TIME

- 5.1 During the subsistence of this contract, the **Employee** shall devote all his time and attention during working hours to the administration and affairs of the **Municipality** and he shall not be engaged either directly or indirectly in any other form of business without the prior written consent, or resolution, where necessary, of the **Municipality**.

6. GENERAL OBLIGATIONS OF THE EMPLOYEE

- 6.1. The Employee shall –

- 6.1.1 devote the whole of his time and attention during the Municipality's normal business hours, and such reasonable amount of additional time as may be necessary having regard to the exigencies of the business of the Municipality, to the business and affairs of the Municipality and shall not, before the date referred to in clause 3.2 of this contract (unless it is terminated prematurely as the result of or by wrongful conduct by the Municipality) or during any period after such date in which he is employed by the Municipality, without the Municipality's written consent be employed by or engage in any business, trade, undertaking or concern other than that of the Municipality.
- 6.1.2 obey the orders and directions of the Council and/or its sub-committees of the Municipality, the Mayor, Municipal Manager and any properly authorized officer or official or political office bearer of the **Municipality**, shall carry out such functions and duties as are from time to time assigned to him and are consistent with his status and use his utmost endeavours to protect and promote the business and interests of the Municipality and to preserve its reputation and good will;
- 6.1.3 not, during the course of his employment or thereafter, use for his own benefit or the benefit of any other person or divulge or communicate to any person/s except those members of Council and any properly authorized officer, official or employee of the **Municipality** whose province is to know the same, any of the **Municipality's** secrets or any other information which he may receive or obtain in relation to the **Municipality**, business associates, or service providers or clients.

- 6.1.4 be true and faithful to the **Municipality** in all dealings and transactions relating to its work or business and interests;
- 6.1.5 submit to the Council and/or its sub-committees, the Executive Mayor, the Municipal Manager or any person nominated by Council or by the Executive Mayor, such information and reports as may be required of him in connection with the performance of his duties and the business of the **Municipality**;
- 6.2. On termination of his employment, return all reports, manuals, financial statements, budgets, indices, research papers, letters and/or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which were created, compiled or devised brought to being by the **Employee** or came into his possession during the course and scope of his employment by the **Municipality** and all copies thereof.

7. HOURS AND PLACE OF WORK

- 7.1. The **Employee** 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 5 (five) days a week, Monday to Friday.
- 7.2. The ordinary hours presently worked at the **Municipality** are from 07:30 to 16:30 from Monday to Friday, which may, however, be extended at the discretion of the **Municipality** having regard to its operational needs and requirements.
- 7.3. It is a material term and condition of the **Employee's** employment that he works such hours in addition to the ordinary hours referred to in 8.2 above, and on Saturdays and/or Sundays when required to do so in order to fulfill his job requirements. The **Employee** will not qualify for overtime remuneration.
- 7.4 The **Employee's** ordinary place of work shall be at the offices of the **Municipality** at **No.38 Joubert Street, Ladybrand, 9745**. The **Municipality** may, however, require the **Employee** to work at such places that may reasonably be required by the Municipality to perform other duties or work related to the Municipality's functions.

8. REMUNERATION

- 8.1 The commencing total-cost-to-employer remuneration offered and accepted shall be **R999 548, 72** annually plus a performance bonus approved by Council. The remuneration shall be paid in equal monthly installments in accordance with the **Municipality's** current payment practice and shall be paid on the **25th of each month or any date before the last day of the month**. Such amount will accordingly be inclusive of all benefits referred to in clause 9.4 below.
- 8.2 Payment of the salary in terms of clause 9.1 shall be made, subject to section 32(4) of the Basic Conditions of Employment Act 1997 (Act No. 75 of 1997), in twelve equal instalments by cheque at the office of the Municipality or direct deposit into a bank account and/or trust account designated by the **Employee** on the last workday of every month. The **Employee** shall not draw any advances against his salary.
- 8.3 The all-inclusive annual remuneration package shall consist of basic salary and flexible portion. The rules governing structuring of the flexible portion will be in accordance with the guidelines provided by the South African Revenue Service (SARS).
- 8.4 The adjustment of the **Employee's** total remuneration package shall be determined by the Minister in terms of regulation 35 of the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, 2014, which is not performance based.
- 8.5 Subject to clause 9.1, the Employee shall be entitled to the following benefits which shall form part of the Employee's total-cost-to-employer remuneration package: -
- 8.5.1 Medical aid;
 - 8.5.2 Group life insurance;
 - 8.5.3 Provident fund;
 - 8.5.4 Professional fund;
 - 8.5.5 Housing allowance; or
 - 8.5.6 Rental allowance/subsidy.

9. PERFORMANCE BONUS

- 9.1 In accordance with Regulation 32 of the Local Government: Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers of 2003, a performance bonus ranging from 5% to 14% of the all-inclusive remuneration package, based on affordability may be paid to the **Employee** after-
- 9.2 The annual report for the financial year under review has been tabled and adopted by the municipal council;
- 9.3 An evaluation of performance in accordance with the provisions of Regulation 23: and
- 9.4 Approval of such evaluation by the Municipal Council as a reward for outstanding performance,
- 9.5 Details of the process mentioned in this paragraph and the implementation thereof are contained in the Performance Agreement.

10. TRAVELLING ALLOWANCE

- 10.1. The **Municipality** shall pay to the **Employee** a monthly travelling allowance payable together with his salary (as part of his total remuneration package) as set out in clause 10.1.
- 10.2. The Employee must have a motor vehicle available for proper performance of his functions and discharge of his duties,
- 10.3. The Employee must secure his own finance for purchasing the vehicle mentioned in paragraph 12.2. above.
- 10.4 In respect of official journeys undertaken with his privately owned vehicle the Employee shall be entitled, upon submission of a claim, to be paid for every kilometre travelled within and outside the municipal area in accordance with the Human Resource policy of the Municipality but may not exceed the tariffs payable for privately owned vehicles as prescribed by the Department of Transport.
- 10.5. Official journeys shall exclude any journey between the **Employee's** residence and the Municipality's premises.

11. MOBILE PHONE ALLOWANCE AND DATA CARD

- 11.1 The employee shall be entitled to a mobile telephone allowance of **R2 300** pm and data card for official purposes in accordance with the Human Resource Policy of the Municipality.

12. MEMBERSHIP OF FUNDS AND SCHEMES

- 12.1 Unless otherwise agreed, the **Employee** shall become and remain a member of and contribute to-

12.1.1 A retirement fund as set out in clause 14;

12.1.2 A medical aid scheme as set out in clause 15; and

12.1.3 A group life insurance scheme as set out in clause 16.

13. OUT OF POCKET EXPENSES

- 13.1. The **Municipality** shall refund to the **Employee** the out-of-pocket expenses (other than expenses incurred through the use by the **Employee** of his personal vehicle) incurred by him on behalf of the **Municipality** which are substantiated by vouchers thereof and which have been approved by the Municipal Manager or are incurred in accordance with principles determined by the **Municipality** from time to time.

- 13.2. The **Municipality** shall reimburse the **Employee** the cost of the use by the **Employee** of his personal motor vehicle on behalf of the Municipality.

14. RETIREMENT FUND

- 14.1. The **Employee** must become and remain a member of and contribute to a retirement fund recognized by the **Municipality** and that is registered in terms of the Pension Fund Act, 1956.

- 14.2. The Employee must annually supply the Municipality with proof of his membership of a retirement fund.

14.3 The **Municipality** and the **Employee** are bound by the rules of the fund and must contribute to the fund in terms of those rules.

15. **MEDICAL AID SCHEME**

15.1. The **Employee** must, unless he is registered as the dependent of a member of another medical aid scheme, become and remain a member of and contribute to a medical aid scheme recognized by the **Municipality** and that is registered in terms of the Medical Schemes Act 1998.

15.2 If the **Employee** becomes a member of a medical aid scheme he must annually supply the **Municipality** with proof of such membership.

15.3. The **Municipality** and the **Employee** are bound by the rules of the scheme and must contribute to the scheme in terms of those rules.

16. **GROUP LIFE INSURANCE SCHEME**

16.1. The **Employee** may become and remain a member of and contribute to a group life insurance scheme recognized by the **Municipality**.

16.2. If the **Employee** becomes a member of a scheme in terms of clause 18.1 the **Municipality** and the **Employee** shall be bound by the rules of the scheme and shall contribute to the scheme in terms of those rules.

17. **DEDUCTIONS FROM SALARY**

17.1. The **Municipality** may subject to the Basic Conditions of Employment Act, Act No. 75 of 1997 deduct, if the **Employee** agrees that the **Municipality** deducts from his monthly all-inclusive salary and pay over to the relevant institution;

17.1.1 Income tax in terms of relevant legislation;

17.1.2 Contributions to the retirement, medical aid and group life insurance funds;

17.2.3 Any instalment on a mortgage bond;

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- 17.2.4 Any deductions ordered by a court of law;
- 17.2.5 Any deduction authorized in terms of a law;
- 17.2.6 Any deductions permitted in terms of a collective agreement;
- 17.2.7 The instalment on any motor loan in terms of clause 12.3; and
- 17.2.8 Any deduction in terms of clause 17 shall be clearly shown on the **Municipality** salary advice.

18. LEAVE

18.1. Annual Leave

- 18.1.1 The **Employee** shall be entitled to 24 (twenty-four) working days' annual leave with full pay every calendar year. If the Employee is appointed after the commencement of annual leave cycle, he shall be entitled to annual vacation leave on a pro rata basis determined as a fraction of the entitlement. The Employee must take at least 10 (ten) consecutive working days leave within a 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 unused leave credits will be forfeited.
- 18.1.2 The employee must apply for annual leave on an official leave form attached as annexure E to the regulations.
- 18.1.3 The employee is entitled to two working days leave on full remuneration for every month which the employee worked in any annual leave cycle.
- 18.1.4 The employee may only take annual leave with the prior written approval of the Municipal Manager which application may not be unreasonable be disapproved.

18.2 Sick Leave

- 18.2.1 The **Employee** shall be entitled to 40 (forty) working days paid sick leave in every three year cycle of employment.

18.2.2 In the event that the Employee takes sick leave for more than two consecutive days or on more than two occasions during an eight (8) week period, the employee must provide an original medical certificate that complies with Regulation 25 (2) (3).

18.2.3 If the employee is unable to report for duty due to sickness or injury the employee must as soon as reasonable possible inform the Municipal Manager about his absence and expected duration of absence.

18.3 Family Responsibility Leave

18.3.1 The **Employee** shall be entitled to a maximum of 10 working days paid family responsibility leave per calendar year.

18.3.2 The events, circumstances or situations that may give rise to a request for family responsibility leave under this clause include –

18.3.2.1 when the **employee's** child is born;

18.3.2.2 when the **employee's** child, spouse, or life partner is sick; or

18.3.2.3 in the event of the death of –

(i) the **employee's** spouse or life partner; or

(ii) the **employee's** parent, adopted parent, grandparent, child, adopted child, grandchild or sibling.

18.3.2.4 The **Employee** must apply for family responsibility leave on an official leave form attached as Annexure E on the Regulations.

18.3.2.5 Before paying the **employee** for leave in terms of this clause, the **Municipality** may require reasonable proof of an event contemplated in clause 20.4.2 hereof for which the leave was required.

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18.3.2.6 The **employee's** unused leave entitlement in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

18.4 Study Leave

18.4.1 The **employee** shall be entitled to 2 (two) working days leave on full pay in respect of each examination written by him, which days shall include the day on which the examination is written. Provided that

18.4.2 the **employee** shall not be entitled to more than 30 (thirty) working days study leave on full pay in any one year;

18.4.3 the **employee** shall only be entitled to be paid in respect of study leave if the examination written by him was written, compiled and marked by the duly authorized staff of an education institution duly registered with the relevant education authorities in terms of the relevant an applicable laws governing education in South Africa; and

18.4.4 the course in respect of which study leave is sought by the employee is relevant to the functions performed or position held by the employee.

19.5 Special Leave

19.5.1 The Municipality may grant the Employee special leave with or without pay for a reasonable number of working days with prior approval in terms of the Municipalities Human Resource Policies.

20 ADDITIONS TO THE CONTRACT

20.1 The following documents shall be deemed to be incorporated in and form part of this contract: -

20.2 The **Municipality's** conditions of service applicable to the **Employee** from time to time;

20.3 The **Municipality's** human resources management policy as may be applicable to the **Employee**;

- 20.4 The Code of Conduct referred to in sections 69 and 70 read with Schedule 2 to the Local Government: Municipal Systems Act 32 of 2000;
- 20.5 Any collective agreement binding to the **Municipality** and applicable to the **Employee**;
- 20.6 The **Municipality's** delegated powers insofar as they may be applicable to the **Employee**;
- 20.7 The provisions of the Structures Act, the Systems Act and the Municipal Finance Management Act insofar as they may be relevant and/or applicable to the Employee or to his duties and responsibilities.

21. LAW AND JURISDICTION

- 21.1 This contract shall be governed by and construed in accordance with the laws of the Republic of South Africa.

22. JURISDICTION

- 22.1 For the purpose of this clause, "dispute" includes, without prejudice to the generality of that term any dispute arising out of or in connection with this contract and/or the interpretation thereof and/or the implementation and/or termination thereof and/or transactions contemplated thereby.
- 22.2 Save as specifically provided to the contrary in this contract, should a dispute arise, any party shall be required, by written notice to the other, request that the dispute be submitted to arbitration in terms of this clause. The request for referral of the dispute to arbitration shall be served or delivered to the other within 30 (thirty) days of the date of the dispute.
- 22.3 The parties consent to the jurisdiction of the Commission for Conciliation Mediation and Arbitration (CCMA) and if the CCMA is not able to adjudicate the dispute, the Courts of Republic of South Africa with regards to any claim resulting or arising from this contract.

23. SUSPENSION OF EMPLOYMENT

23.1 The **Municipality** may suspend the **Employee** on full pay if he is alleged to have committed a serious offence and the Municipality believes his presence at the workplace might jeopardize any investigation into the alleged misconduct or endanger the well-being or safety of any person or municipal property provided that before the **Employee** is suspended as a precautionary measure the **Employee** must not be given an opportunity to make representations on why he should not be suspended.

23.2 For the duration of his suspension the **Employee** shall-

23.2.1 Not be entitled to attend work at any of the premises of the Municipality.

23.2.2 be subjected to such condition that the Municipality may deem appropriate in order to protect its interests and of the investigation; and

23.3 The **Employee** must be notified in writing of the reasons for his suspension simultaneously or at the latest within 24 hours after the suspension. The **Employee** may then respond within 7 working days of such written reasons for suspension.

23.4 If the **Employee** is suspended as a precautionary measure, the Municipality must hold a disciplinary hearing within sixty (60) days of the date of suspension, provided that the chairperson of the enquiry may extend such period, failing which the suspension must be terminated in writing and the **Employee** must return to full duty.

24. TERMINATION OF CONTRACT

24.1 The **Employee** has the right to retire, and must retire, on the first calendar day of the month following the day on which he or she turns 65 years of age.

24.2 An employment contract of the **Employee** may resign only on notice of—

24.2.1 two weeks, if the **Employee** has been employed for six months or less;

24.2.2 four weeks, if the **Employee** has been employed for 12 months or less; or

24.2.3 one calendar month, if the **Employee** has been employed for more than 12 months.

- 24.3 The **Employer** will be entitled to terminate the **Employee's** employment contract for any sufficient reason recognised by law and in breach of Code of Conduct for municipal staff members. Reasons for terminating the employment contract may include the **Employee-**
- 24.3.1 committing any serious or persistent breach of any of the provisions of his employment contract;
 - 24.3.2 being guilty of any serious misconduct or deliberate neglect in the discharge of his duties under the employment contract and signed performance agreement;
 - 24.3.3 being absent from employment without approval for a period exceeding thirty (30) days;
 - 24.3.4 disobeying a lawful instruction or direction of the **Employer**;
 - 24.3.5 having been convicted of a criminal offence other than an offence, which in the reasonable opinion of the **Employer**, does not affect his position as an **Employee**; or
 - 24.3.6 failing to place the whole of his time at the disposal of the **Employer**.
- 24.4 Should the **Employee** accept a nomination as a candidate for election as a member of a Municipal Council, Provincial Legislature or Parliament, he shall be deemed to have voluntarily terminated his services with the **Employer** with effect from the date which he is issued a certificate in terms of section 31 (3) of the Electoral Act, 1998 (Act 73 of 1998) or section 64 of the Local Government Municipal Electoral Act, 2000 (Act 27 of 2000) stating that he is a candidate in the relevant election or from the date on which he is nominated as a permanent delegate to the National Council of Provinces as contemplated in section 61 (2) (b) of the Constitution, 1996.

25 GRIEVANCES

- 25.1 The **Employee** may lodge a complaint or grievance concerning an act or omission of the **Municipality** to the Municipal Council in accordance with applicable procedures and timeframes.

26. WHOLE CONTRACT, NO AMENDMENT

- 26.1 This contract constitutes the whole agreement between the parties relating to the subject matter hereof.
- 26.2 No amendment or consensual cancellation of this contract or any provision or term thereof shall be binding on the **Municipality** or the **Employee** unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

- 26.3 No extension of time or waiver or relaxation of any of the provisions or terms of this contract which the **Municipality** may show to the **Employee** shall operate as an estoppel against the **Municipality** in respect of its rights under this contract, nor shall it operate so as to preclude the **Municipality** thereafter from exercising its rights strictly in accordance with this contract.
- 26.4 No addition to or variation or mutually agreed cancelled or novation of this contract and no waiver of any right arising from this contract or its breach of termination shall operate as an estoppel against the Municipality in respect of its rights under this contract, nor shall it operate so as preclude the Municipality thereafter from exercising its rights strictly in accordance with this contract.
- 26.5 No latitude, extension of time or other indulgence which may be given or allowed by the Municipality to the Employee in respect of performance of any obligation in terms of this contract, and no delay or forbearance in 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 otherwise affect any of the parties rights in terms of arising from the contract or estop 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.
- 26.6 Save to the extent contemplated herein, the parties hereto acknowledge and agree that each 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.
- 26.7 In the implementation of this contract, the parties undertake to observe the utmost good faith and 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 interest of each other.
- 26.8 The interpretation of this contract shall be governed by laws and legal principles of the Republic of South Africa.
- 26.9 This contract constitutes the agreement between the parties and no warranties or representations whether express or implied other than those contained herein shall be given or made by the **Municipality** to the **Employee**.

26.10 Any terms of this contract, with the provisions of any agreements, including a collective agreement, any applicable law shall be treated as pro non scripto and shall be served from the balance of this contract, which shall continue to be in full of force and effect.

27. NOTICES

27.1 All notices given by either parties to the other in terms of this contract shall be valid if given by prepaid 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.

28. DOMICILIUM

28.1 The parties choose as their respective Domicilium citandi et executandi and for the delivery of all notices arising out of this agreement or its termination or cancellation, the addresses set out below, namely.

The Municipality at:

38 Joubert Street

Ladybrand

9745

Telephone: (051) 924 0654

Fax (051) 924 0020.

The Employee at:

No. 5 Baartman Street, Hillsboro

Bloemfontein

9301

Tel/Cell: 078 458 5277

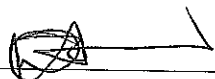
ME


KD


SA
P.P. 12
L.V

THUS DONE AND SIGNED on behalf of the MUNICIPALITY at Ladybrand on this 04th of APRIL 2018, in the presence of the undersigned witnesses.

AS WITNESSES


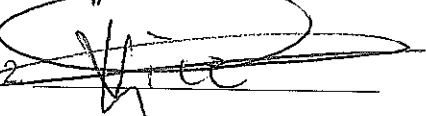
1. 


MUNICIPAL MANAGER
(For and on behalf of the Municipality)

2. 

THUS DONE AND SIGNED by the EMPLOYEE at LADYBRAND on this 04TH day of APRIL 2018, in the presence of the undersigned witnesses.

WITNESSES:

1. 
2. 


THE EMPLOYEE