

MANTSOPA

MUNICIPALITY

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

OFFICE OF THE MAYOR

27 July 2017

Mr T. P Masejane
135 Nkopane Street
Bohlokong
Bethlehem
9701

YOUR APPOINTMENT AS THE MUNICIPAL MANAGER OF MANTSOPA LOCAL MUNICIPALITY

This letter serves as a confirmation that Mantsopa Local Municipality's Council on its Special Council meeting dated **29 June 2017** appointed you to the position of the Municipal Manager effectively from 01 August 2017.

Your appointment was concluded in terms of the Local Government: Section 54A 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 **31st July 2022**.

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 will be determined by the Minister of Cooperative Governance & Traditional Affairs in terms of the Upper Limits of Total Remuneration Packages Payable to the Municipal Managers and Managers Directly Accountable to the Municipal Managers as Gazetted in No.40118 of 4 July 2016.

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!

CLLR M.E TSOENE
MAYOR

FIXED TERM EMPLOYMENT CONTRACT MUNICIPAL MANAGER

Entered into by and between

[MANTSOPA LOCAL MUNICIPALITY]

["the Employer"]

and

[MASEJANE, THAMAE PAULUS]

["the Employee"]

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EMPLOYMENT CONTRACT

1. Parties

The Mantsopa Local Municipality established in terms of the Local Government: Municipal Structures Act, 1998 (Act No 117 of 1998), conducting business at 38 Joubert Street Ladybrand, 9745, herein represented by Councillor **Mmamama E. Tsoene** in her capacity as Mayor acting on behalf of the Municipality (hereinafter referred to as the **Employer**);

and

Mr **Masejane, Thamae Paulus**, Identity Number: **650730 5292 086** of No.1351 Nkopane street, Bohlokong, Bethlehem, 9701 (hereinafter referred to as the **Employee**)-and (jointly referred to as the parties).

2. Appointment and Duration

2.1 The **Employer** hereby employs the **Employee** on a fixed term contract and **he** hereby accepts employment as **Municipal Manager** and Accounting Officer, subject to the terms and conditions contained in this contract and subject to the Local Government: Municipal Systems Act, 2000 and the Municipal Finance Management Act, 2003. The main duties that the **Employee** will be expected to perform are contained in section 55 of the Municipal Systems Act, 2000, as well as those contained in the Municipal Finance Management Act, 2003, both of which the **Employer** and **Employee** will further refine during the signing of an annual Performance Agreement.

2.2 The employment of the **Employee** with the **Employer** commences on **01 August 2017** and will be deemed to have commenced on and terminates on **30 July 2022**.

2.3 It is specifically recorded that there is no expectation that this contract will be renewed beyond the term referred to in clause 2.2. The employment contract may be renewed on condition that the Employee has demonstrated level 4-5 of the Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006. The **Employer's** decision not to renew the contract shall not constitute an unfair dismissal and the **Employee** shall not be entitled to any form of compensation.

3. Establishment of contract

3.4 The **Employee's** employment is further subject to compliance with the following terms:

3.4.1 The signing of a Performance Agreement within sixty (60) 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**).

2.4.1 The submission of original certificates, or certified copies, of his/her academic and professional qualifications and proof of previous employment prior to date of assumption of duty.

2.4.2 The Code of Conduct as stipulated in Schedule 2 of the Municipal Systems Act, 2000 (**Appendix B**).

2.4.3 The disclosure of benefits and interests on the date of assumption of duty and on an annual basis within one (1) 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. (The relevant form, **Appendix C**, is attached for completion and submission as indicated.)

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T.P. A.J.

4. Place of work

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

5. Ordinary hours of work

The **Employee** will work such hours and days in accordance with the operational needs and requirements of the **Employer**, which must be at least be forty (40) hours per week..

6. Overtime work

The **Employee** shall place the whole of his/her time at the disposal of the Municipality. Parties to this contract therefore accept that it will be required of the **Employee** to work overtime, when reasonably required. The **Employee** will not qualify for overtime remuneration.

7. Annual Leave

- 7.1 For the purposes of this chapter, an annual leave cycle means a 12-month period from 1 January to 31 December.
- 7.2 The **Employee** will be entitled to not more than two working days' leave on full remuneration every month which he/she worked in any annual leave cycle. The **Employee** is entitled to paid annual leave on a pro rata if he/she commences employment after 1 January.
- 7.3 Annual leave must be taken at a time convenient to the **Employer** and with the prior written approval of the **Employer**. Where no agreement as to the time of the leave to be taken can be reached, the **Employer** will determine when the **Employee** may go on leave, subject to compliance with this contract. The **Employer** may not unreasonably refuse an annual leave application.
- 7.4 The **Employee** must take at least 10 working days annual leave in each annual leave cycle and the remaining days must be taken before the end of the following annual leave cycle, failing which the **Employee** forfeits the annual leave days.
- 7.5 The **Employee** may not cash in any portion of his or her annual leave, other than in that instance as specifically provided for in clause 7.6 below.
- 7.6 The provisions of this contract or this clause do not affect the right of the **Employee** to be remunerated, on termination of service, for any annual leave that is due to the Employee at the time of termination.
- 7.7 Annual leave may not be taken during —
 - 7.7.1 any other period of leave to which the **Employee** is entitled in terms of this contract, or
 - 7.7.2 any period of notice of termination of employment.

8. Sick Leave

- 8.1 For the purposes of sick leave a leave cycle is a period of 36 months calculated from the date of 1 January. If the **Employee** commences employment after 1 January the first sick leave cycle must be pro-rated.
- 8.2 During every sick leave cycle a **Employee** is entitled to 36 days sick leave on full remuneration.
- 8.3 An **Employee** will not be entitled to remuneration in respect of absence from work on the grounds of illness if the Employee has been absent from work for more than two consecutive days or on more than two occasions (irrespective of whether it was consecutive) during an eight-week period unless the **Employee**, produces a medical certificate, which complies with regulation 25 of the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, 2014.
- 8.4 Nothing contained in this clause shall preclude the **Employer** from requesting the proof of incapacity in respect of any occasion of absence by the **Employee** regardless of the duration and frequency of such absence.

8.5 Nothing in this clause affects the rights of the **Employer** to terminate a contract of employment for reasons of incapacity (ill health), subject to compliance with the applicable legislation.

9. Remuneration

9.1 The **Employee** will be paid an total remuneration package (total cost-to Employer) of **R1,216,406**, payable in equal monthly instalments.

9.2 The total remuneration package consists of a basic salary or pensionable salary, retirement or pension contribution, medical aid contribution and motor vehicle allowance.

9.3 The above-mentioned total remuneration package must be structured in accordance with the guidelines provided by the South African Revenue Service (SARS).

9.4 The adjustment of the **Employee's** total annual 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.

10. Performance bonus

10.1 In accordance with Regulation 32 of the Local Government: Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, a performance bonus, based on affordability may be paid to the **Employee** after-

10.1.1 the annual report for the financial year under review has been tabled and adopted by the Municipal Council;

10.1.2 an evaluation of performance in accordance with the provisions of Regulation 23; and

10.1.3 approval of such evaluation by the Municipal Council as a reward for outstanding performance.

10.2 Details of this process and the implementation thereof are contained in the Performance Agreement.

11. Motor vehicle

11.1 The **Employee** must have a motor vehicle available for the proper performance of his/her functions and discharge of his/her duties. He/she should secure his/her own financing.

11.2 If the **Employee** utilises his/her private vehicle to carry out official duties, within as well as outside the municipal area, he/she will be compensated for kilometres travelled according to the tariffs payable for privately owned vehicles as prescribed by the Department of Transport.

12. Mobile phone

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The **Employee** shall be entitled to a mobile telephone for official purposes according to the policy of the Municipality or in accordance with a decision of the Municipal Council.

13. Retirement/ provident fund

13.1 The Employee must belong to a retirement or pension fund registered in terms of the Pension Funds Act.

13.2 The Employee must annually submit proof of membership of the retirement or pension fund to the municipality.

13.3 The Employee must make a 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 must be registered in terms of the Pension Funds Act.

14. Medical Aid Scheme

The total remuneration package must include a contribution towards a medical aid scheme, provided that the total contributions will form part of the remuneration package referred to in 9.1. If

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the **Employee** chooses to become a member of and contribute to a medical aid scheme, he/she must supply the **Employer** with proof of such membership.

15. Deductions from salary

The **Employer** must make deductions from the monthly total remuneration package, subject to the provisions of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997).

16. Precautionary suspension

- 16.1 The **Employer** may suspend the **Employee** on full pay if he/ she is alleged to have committed a serious offence and the **Employer** believes his/ her presence at the workplace might jeopardise any investigation into the alleged misconduct or endanger the well being or safety of any person or municipal property provided that before an **Employee** is suspended as a precautionary measure, he/ she must be given an opportunity to make representation on why he/ she should not be suspended.
- 16.2 The **Employee** who is to be suspended must be notified, in writing, of the reasons for his/her intended suspension. He/she shall have the right to respond within seven (7) working days.
- 16.3 If the **Employee** is suspended as a precautionary measure, the **Employer** must hold a disciplinary hearing within thirty (30) days of the date of suspension, failing which the suspension will automatically lapse and the **Employee** must return to full duty.

17. Termination of contract

- 17.1 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.
- 17.2 An employment contract of the **Employee** may resign only on notice of—
- (a) two weeks, if the **Employee** has been employed for six months or less;
 - (b) four weeks, if the **Employee** has been employed for 12 months or less; or
 - (c) one calendar month, if the **Employee** has been employed for more than 12 months.
- 17.3 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**—
- 17.3.1 committing any serious or persistent breach of any of the provisions of his/ her employment contract;
 - 17.3.2 being guilty of any serious misconduct or deliberate neglect in the discharge of his/ her duties under the employment contract and signed performance agreement;
 - 17.3.3 being absent from employment without approval for a period exceeding thirty (30) days;
 - 17.3.4 disobeying a lawful instruction or direction of the **Employer**;
 - 17.3.5 having been convicted of a criminal offence other than an offence, which in the reasonable opinion of the **Employer**, does not affect his/ her position as an **Employee**; or
 - 17.3.6 failing to place the whole of his /her time at the disposal of the **Employer**.
- 17.4 Should the **Employee** accept a nomination as a candidate for election as a member of a Municipal Council, Provincial Legislature or Parliament, he/she shall be deemed to have voluntarily terminated his/her services with the **Employer** with effect from the date which he/she 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/she is a candidate in the relevant election or from the date on which he/she is nominated as a permanent delegate to the National Council of Provinces as contemplated in section 61 (2) (b) of the Constitution, 1996.

18. Grievances

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

19. Variation

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

20. No indulgence

No latitude, extension of time or other indulgence which may be given or allowed by the **Employer** to the **Employee** in respect of the performance of any obligation in terms of the contract, and no delay or forbearance in the enforcement of any right of any party arising from the contract, and no single or partial exercise of any right by any party under the contract, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of arising from the contract or 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.

21. Severability

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

22. General

22.1 Good Faith

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

22.2 Interpretation of Agreement

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

22.3 Jurisdiction

The parties consent firstly 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 the Republic of South Africa with regard to any claim resulting or arising from this contract.

23. Domicilium citandi et executandi

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


24. Notices

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

Thus **done** and **signed** at Ladybrand on this the 27th day of July 2017.

AS WITNESSES:

1.  _____

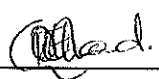
2.  _____

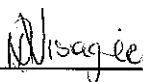



EMPLOYEE

Thus **done** and **signed** at Ladybrand on this the 27th day of July 2017.

AS WITNESSES:

1.  _____

2.  _____



MAYOR