

# **CONTRACT OF EMPLOYMENT FOR SENIOR MANAGERS**

Entered into by and between

**THE CITY OF MATLOSANA  
REPRESENTED BY THE MUNICIPAL MANAGER**

**THEETSI SOLOMON ROGER NKHUMISE**  
"the EMPLOYER"

and

**LEOPOLD LETLHOGONOLO FOURIE**  
"the EMPLOYEE"

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MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

**THE CITY OF MATLOSANA**

(herein after referred to as "THE MUNICIPALITY" a local authority, duly established in terms of the Local Government: Municipal Structures Act, 1998 (Act No 117 of 1998), conducting business at Bram Fischer Street, Civic Centre, PO Box 99, Klerksdorp,

Herein represented by

**THEETSI SOLOMON ROGER NKHUMISE**

**ID NR. 7212265390082** in his capacity as **MUNICIPAL MANAGER** (hereinafter referred to as the **EMPLOYER**)

AND

**LEOPOLD LETLHOGONOLO FOURIE**

**ID NR. 7104025448088** and presently residing at **511 Hex River Lifestyle Estates. Waterkloof East RUSTENBURG, 0299** (hereinafter, referred to as **THE EMPLOYEE**)

THE PARTIES AGREE ON THE FOLLOWING TERMS AND CONDITIONS:

**1. Establishment of contract**

- 1.1 The **EMPLOYER** hereby employs the **EMPLOYEE** on a performance based fixed term contract and the **EMPLOYEE** hereby accepts employment as **DIRECTOR: LOCAL ECONOMIC DEVELOPMENT**, subject to the terms and conditions contained in this contract and subject to the Local Government: Municipal Systems Act, (Act no.32 of 2000) as amended and the Municipal Finance Management Act, (Act no.56 of 2003) as amended. The **EMPLOYEE's** attention is specifically directed to section 56, 56A and 57 of the Municipal Systems Act, 2000 as amended, the Local Government: Municipal Systems Act, (Act no.32 of 2000): Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers and the duties of top management contained in section 77 and 78 in the Local Government: Municipal Finance Management Act (Act no. 56 of 2003), as amended both of which the **EMPLOYER** will further refine during the signing of an annual Performance Agreement.

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- 1.2 The employment of the **EMPLOYEE** with the **EMPLOYER** commences on the **01 MARCH 2019** and will remain in force until **28 FEBRUARY 2024**.
- 1.3 The **EMPLOYEE's** employment is subject to compliance with the following terms:
- 1.3.1 The signing of a Performance Agreement within sixty (60) day after appointment and annually within one (1) month after the beginning of each financial year.
- 1.3.2 The submission of original certificates, or certified copies, of his academic and professional qualifications and proof of previous employment prior to date of assumption of duty.
- 1.3.3 The Code of Conduct as stipulated in Schedule 2 of the Local Government: Municipal Systems Act, (Act no.32 of 2000) as amended.
- 1.3.4 The disclosure of financial 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. (Annexure F of the relevant regulation)
- 1.4 This agreement is subject to all National legislation that may impact on this contract during the validity period of this agreement.

## 2. Conditions of Service

- 2.1 Subject to all applicable legislation, policies and directives of council and as per this agreement, including, but not limited to clause 4 hereof.

## 3. Place of work

- 3.1 The **EMPLOYER** will provide on its own cost an equipped office in order to enable the **EMPLOYEE** to execute his duties.
- 3.2 The **EMPLOYEE's** place of work will include the **EMPLOYER's** area of jurisdiction, but he may be required to perform other duties or work at other places that may reasonably be required by the **EMPLOYER**.

## 4. Duties

The main duties that the **EMPLOYEE** will be expected to perform are contained in section 77(2) and 78 in the Local Government: Municipal Finance Management Act (Act 56 of 2003), as amended, both of which the **EMPLOYER** will further refine during the signing of an annual Performance Agreement.

- 4.1 The policy directions of the municipality.

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4.2 Execute all of the following: -

- 4.2.1 Plan, direct and manage directorial functions of the directorate effectively and efficiently manage the following units:
    - Rural Development
    - Tourism
    - Enterprise Development
    - Fresh Produce Market
  - 4.2.2 Implement Council resolutions in timely manner and follow up on directions given
  - 4.2.3 Formulating and implementation of the directorate's Integrated Development Planning
  - 4.2.4 Directorate's budget preparation and management
  - 4.2.5 Development and implementation of directorate's Service Delivery and Budget Implementation Plan
  - 4.2.6 Maintenance of directorate's performance management system and annual reporting
  - 4.2.7 Directorate's human resource development and management and supervision of departmental staff including industrial relations
  - 4.2.8 Communicate effectively with all persons and organizations concerned
  - 4.2.9 Attending and implementing Council and Mayoral Committee meetings and submitting reports
  - 4.2.10 Reports directly to the Municipal Manager
- 4.3 The enforcement, implementation and execution of all and any statutes, regulations, by-laws and policies, which allows for the enforcement, implementation or execution thereof by the City of Matlosana.
- 4.4 All and any matters delegated to the senior manager in terms of the Delegation of Powers and Signing Powers of the City of Matlosana.

**5. Ordinary hours of work**

- 5.1 Except as otherwise provided, a senior manager's ordinary hours of work will be 7:45 to 16:30 and will be in accordance with the operational requirements of the municipality.
- 5.2 Notwithstanding sub-section 5.1 a senior manager must work at least 40 ordinary hours per week from Monday to Friday.

**6. Overtime**

- 6.1 A senior manager may be required to work overtime without additional remuneration.

**7. Annual leave**

- 7.1 In this regulation the annual leave cycle is calculated from 1 January to 31 December.
- 7.2 A senior manager must apply for annual leave on an official leave form (Annexure E to these regulations).

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- 7.3 Notwithstanding sub-section 5.1 a municipality that has an on-line application form may use an online application form: Provided that the on-line application form substantially corresponds to the application form (Annexure E to these regulations).
- 7.4 The paid annual leave to which a senior manager is entitled must be stipulated in the employment contract.
- 7.5 A senior manager who commences employment after 1 January is entitled to paid annual leave on a pro rata basis.
- 7.6 A senior manager is entitled to not more than two working days leave on full remuneration for every month which the senior manager worked in any annual leave cycle.
- 7.7 A senior manager does not accrue leave during any period of unpaid leave or if the senior manager is absent from work without permission.
- 7.8 The accrual of leave must be reduced on a pro rata basis in accordance with the number of unpaid leave days or days on which the senior manager was absent without permission.
- 7.9 A senior manager must take at least ten (10) working day's 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.
- 7.10 A senior manager may only take annual leave with the prior written approval of the mayor or municipal manager, as the case may be.
- 7.11 A senior manager's application for annual leave may not be unreasonably disapproved.
- 7.12 A senior manager whose annual leave application is not approved as a result of operational requirements must be informed in writing of the refusal, the reasons for the disapproval and the future arrangements for rescheduling the annual leave.
- 7.13 A senior manager who is recalled from leave due to operational requirements must be credited with the number of annual leave days forsaken.
- 7.14 The municipality must –
- 7.14.1 encourage senior managers to take their annual leave in the annual leave cycle in which they accrue; and
  - 7.14.2 establish a system to record accurately the leave taken by senior managers.

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## 8. Sick leave

- 8.1 In this regulation, "sick leave cycle" means the period of 36 month's employment with the municipality, calculated from 1 January.
- 8.2 A senior manager must apply for sick leave on an official leave form (Annexure E to these regulations).
- 8.3 A senior manager is entitled to 36 working days paid sick leave during each sick leave cycle.
- 8.4 A senior manager who is appointed after 1 January will be entitled to paid sick leave on a pro rata basis.
- 8.5 Sick leave may not be carried over from one sick leave cycle to the next sick leave cycle.
- 8.6 A senior manager whose –
- 8.6.1 sick leave is depleted within a sick leave cycle may take annual leave in lieu of sick leave for the purposes of recovery;
- 8.6.2 sick leave and annual leave are depleted, may, at the discretion of the municipality and to a maximum of 30 days, be granted unpaid leave.
- 8.7 Notwithstanding sub-section 8.6, the municipality may, with the consent of the senior manager, reduce the pay to which the senior manager is entitled to in respect of any day's absence due to illness or injury if the municipality complies with the conditions set out in section 22(6) of the Basic Conditions of Employment Act.

## 9. Proof of sickness or injury

- 9.1 A senior manager who takes sick leave for more than two consecutive days or on more than two occasions during an eight-week period must provide an original medical certificate that complies with sub-sections 9.2 and 9.3.
- 9.2 The medical certificate contemplated in sub-section 9.1 above 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.
- 9.3 The medical certificate contemplated in sub-section 9.1 must, in addition to the requirement in sub-section 9.2, contain the following information:
- 9.3.1 A clear indication of the name, address and qualification of the medical practitioner;
- 9.3.2 the name of the patient, which must correspond with the name of the senior manager;
- 9.3.3 the identity number of the senior manager;
- 9.3.4 the date and time of the medical evaluation;
- 9.3.5 an indication of –
- 9.3.5.1 the medical practitioner's personal observations during an examination;

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- 9.3.5.2 information received from the patient during the consultation and which is based upon acceptable medical grounds;
  - 9.3.5.3 with the consent of the senior manager, a description of the sickness or injury in layman's terms, or, if the senior manager refuses to provide consent, specifying that the senior manager is unfit for work due to sickness or injury;
  - 9.3.5.4 whether the patient is totally indisposed for duty or whether the patient is able to perform less strenuous duties;
  - 9.3.5.5 the precise period of recommended sick leave;
  - 9.3.5.6 the date of issue of the medical certificate; and
  - 9.3.5.7 in the case of a pro forma medical certificate, the deletion of the wording not applicable to the patient.
- 9.4 A municipality that doubts the authenticity of a medical certificate provided by a senior manager or that claims that the medical certificate does not substantially and materially comply with sub-section 9.3 must furnish the senior manager with its reasons in writing.
- 9.5 In respect of a senior manager who fails to provide an authentic medical certificate that substantially and materially complies with sub-sections 9.2 and 9.3 the municipality may –
- 9.5.1 debit the number of annual leave days that are due to the senior manager by the number of sick days taken; or
  - 9.5.2 if a senior manager has no annual leave due to him or her, grant the senior manager unpaid leave for the number of sick days taken by the senior manager.
- 9.6 If there is a reasonable suspicion that the senior manager is abusing sick leave, the municipality may at its own cost, require the senior manager to be examined by a medical practitioner of the municipality's choice.

## 10. Occupational accidents and diseases

- 10.1 The provisions of sub-section 7.13 and section 11 do not apply to an inability to work caused by an accident or occupational disease as defined in the Compensation for Occupational Injuries and Diseases Act, except in respect of any period which no compensation is payable in terms of the Compensation for Occupational Injuries and Diseases Act.

## 11. Reporting sickness or injury

- 11.1 A municipal manager who is unable to report for duty due to sickness or injury must, as soon as reasonably possible, inform the mayor about his or her absence and expected duration of absence.

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- 11.2 A manager directly accountable to a municipal manager who is unable to report for duty due to sickness or injury must, as soon as reasonably possible, inform the municipal manager about his or her absence and expected duration of absence.

## 12. Sickness or injury during leave

- 12.1 A senior manager who falls sick or who is injured during any period of leave other than sick leave must complete that period of leave before sick leave may be granted.

## 13. Maternity leave

- 13.1 A senior manager is entitled to at least four consecutive months' maternity leave.
- 13.2 A senior manager must apply for maternity leave on an official leave form (Annexure E to these regulations).
- 13.3 A senior manager who has been employed by the municipality for one year or more is entitled to full remuneration for four months, while on maternity leave.
- 13.4 The maternity leave must commence –
- 13.4.1 at any time from four (4) weeks before the expected date of birth, unless otherwise agreed; or
- 13.4.2 on a date from which a medical practitioner or a midwife certifies that it is necessary for the senior manager's health or that of her unborn child.
- 13.5 A senior manager who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for at least six (6) weeks after the miscarriage or stillbirth, whether or not the senior manager had commenced maternity leave at the time of the miscarriage or stillbirth.
- 13.6 A senior manager who adopts a child who is younger than three (3) months at the time of the adoption may be granted up to four consecutive months' maternity leave.
- 13.7 No senior manager may commence work for six (6) weeks after the birth of her child, unless a medical practitioner certifies that she is fit to do so.
- 13.8 A senior manager must notify the municipality in writing, unless the senior manager is unable to do so, of the date on which she intends to –
- 13.8.1 commence maternity leave; and
- 13.8.2 return to work after maternity leave.
- 13.9 A senior manager contemplated in sub-section 13.8 must notify the municipality –
- 13.9.1 at least four (4) weeks before the senior manager intends to commence maternity leave; or
- 13.9.2 if it is not reasonably practicable to do so, as soon as it is reasonably practicable.

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#### 14. Family responsibility leave

- 14.1 A senior manager is entitled to five (5) working day's family responsibility leave per annual leave cycle for utilisation if the senior manager's –
- 14.1.1 spouse or life partner gives birth to the senior manager's child;
  - 14.1.2 child, spouse or life partner is sick; or
  - 14.1.3 child, spouse or life partner, or a senior manager's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling, dies.
- 14.2 A senior manager must apply for family responsibility leave on an official leave form attached as Annexure E to these regulations.
- 14.3 A municipality may require reasonable proof of an incident in respect of which family responsibility leave is granted.

#### 15. Study leave

- 15.1 A senior manager must apply for study leave on an official leave form (Annexure E to these regulations).
- 15.2 If a senior manager plans to attend a training programme that forms part of the senior manager's personal development plan, the municipality may, upon receipt of official proof of the programme, grant the senior manager up to twenty working days' leave per year, ten days of which must be for examinations linked to formal qualifications and ten (10) days to attend classes or lectures.
- 15.3 Notwithstanding sub-section 15.2, a senior manager may be granted leave to attend workshops, conferences or seminars associated with continued professional development: Provided that the mayor or municipal manager has approved the senior manager's attendance at such workshop, conference or seminar.
- 15.4 A senior manager who is required to attend a training programme in relation to a priority skill identified by the municipality in terms of the senior manager's personal development plan must be granted paid time off to attend the training in addition to the senior manager's entitlement to leave.
- 15.5 A municipality may grant appropriate flexible working arrangements to a senior manager who is required to complete a structured learning programme.

#### 16. Special leave

- 16.1 A municipality may grant special leave to a senior manager in accordance with the policies of the municipality.
- 16.2 A senior manager must apply for special leave on an official leave form (Annexure E to these regulations).
- 16.3 The municipality must adopt a special leave policy that defines –
- 16.3.1 circumstances and conditions under which special leave is granted; and
  - 16.3.2 as far as possible, events for which senior managers may be granted special leave.

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- 14.4 The policy contemplated in sub-section 14.3 may provide for paid leave to a senior manager for such occasions as military service, collective bargaining or other labour relations requirements, participation in sport on provincial or national level, sabbaticals, where appropriate, or the treatment of substance abuse.

### **17. Unauthorised absence from work**

- 17.1 If a senior manager is absent from work without permission –
- 17.1.1 such absenteeism will be regarded as leave without pay;
  - 17.1.2 the senior manager will be regarded as having deserted his or her post and therefore resigned –
    - 17.1.2.1 if the period of absence exceeds fifteen (15) or more consecutive working days; and
    - 17.1.2.2 if the municipality has taken reasonable steps to trace the senior manager without success.
- 17.2 The provisions of sub-section 17.1 do not apply to a senior manager who shows good cause that he or she was unable to inform the municipality of the reasons for the absenteeism.

### **18. Calculation of unpaid leave**

- 18.1 For purposes of calculating unpaid leave, the following formula applies:

$A \times B \div 365$

Where -

- 18.1 "A" represents the senior manager's basic annual salary notch per annum;
- 18.2 "B" represents the number of leave days without pay; and
- 18.3 "365" represents the number of days in a year.

### **19. Upper limit of total remuneration package of senior managers**

- 19.1 The Minister must by notice in the Gazette annually determine the upper limit of the total remuneration package of senior managers according to different categories of municipalities.
- 19.2 The upper limit of the total remuneration package of senior managers for a financial year, must be determined by the Minister before 31 March of the following financial year, after consultation with the Minister for Public Service and Administration, the Minister of Finance, the MECs for local government, and organised local government, by notice in the Gazette after taking into consideration -
- 19.2.1 the classification of municipalities according to different grades;
  - 19.2.2 the respective duties, powers and functions and responsibilities of the municipality; the affordability of different levels of remuneration, the number of municipal employees, and the salary and wage bill of the municipality;

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- 19.2.3 the population, operating budget and assets of the municipality;
- 19.2.4 the current principles and levels of remuneration in society in general;
- 19.2.5 the need for the promotion of equality and uniformity of salaries, allowances and benefits for equal work performed;
- 19.2.6 the provision of uniform norms and standards nationally to address disparities; and
- 19.2.7 inflationary increases.

## **20. Disclosure of benefits and interests**

- 20.1 A senior manager who enters into an employment contract in terms of these regulations must -
  - 20.1.1 within 60 days after his or her appointment; and
  - 20.1.2 annually thereafter, from the commencement of the new financial year of a municipality, declare his or her benefits and interests.
- 20.2 The benefits and interests contemplated in sub-section 20.1 may include any shares, directorships or property, which may potentially be in conflict with the senior manager's official duties.
- 20.3 A senior manager must disclose all his or her registerable interests (Annexure F to these regulations).
- 20.4 If the circumstances change significantly after an initial disclosure has been made, and new or additional facts become material, the senior manager must disclose such facts as soon as reasonably possible.
- 20.5 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.

## **21. Retirement or pension fund membership**

- 21.1 A senior manager must belong to a retirement or pension fund registered in terms of the Pension Funds Act.
- 21.2 A senior manager must annually submit proof of membership of the retirement or pension fund to the municipality.
- 21.3 A senior manager must be afforded an opportunity to 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.

## **22. Medical scheme membership**

- 22.1 A senior manager must belong to a medical aid registered in terms of the Medical Schemes Act.
- 22.2 A senior manager must submit annually proof of membership of the medical aid scheme to the municipal council.

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- 22.3 A senior 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 become a member, including a medical scheme accredited by the bargaining council designated for municipalities: Provided that such scheme must be registered in terms of the Medical Schemes Act.

### 23. Motor vehicle

- 23.1 A senior 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.
- 23.2 In the event that a senior manager utilises his or her private vehicle to carry out official duties, he or she must be compensated for the kilometres travelled in respect of the official trip in accordance with the relevant policy of the municipality.
- 23.3 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.
- 23.4 For purposes of claiming motor vehicle and maintenance allowances, a senior manager must keep a logbook acceptable to the South African Revenue Service reflecting the official and private kilometres travelled per month.

### 24. Mobile phone and data card

- 24.1 A senior 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.

### 25. Performance bonus

- 25.1 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:
- 25.1.1 the annual report for the financial year under review has been tabled and adopted by the Municipal Council;
- 25.1.2 an evaluation of performance in accordance with the provisions of Regulation 23; and
- 25.1.3 approval of such evaluation by the Municipal Council as a reward for outstanding performance.
- 25.2 Details of this process and the implementation thereof are contained in the Performance Agreement and guideline document.

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## 26. Deductions from salary

- 26.1 The **EMPLOYER** may make deductions from the monthly all-inclusive remuneration package, subject to the provisions of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997).

## 27. Retirement

- 27.1 A senior manager 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.
- 27.2 Notwithstanding sub-section 27.1, a municipal council may, after consultation with the MEC for local government, and upon good cause shown, apply in writing to the Minister, for a waiver of the requirement in sub-section 27.1 in the case of a person with scarce skills for effective service delivery by the municipality.
- 27.3 Notwithstanding sub-section 27.1 and 27.2, a municipality may, at the request of a senior manager, allow the senior manager to retire after attaining the age of 55 years.

## 28. Notice of termination

- 28.1. An employment contract of a senior manager may be terminated only on notice of -
- 28.1.1 two weeks, if the senior manager has been employed for six months or less;
- 28.1.2 four weeks, if the senior manager has been employed for 12 months or less; or
- 28.1.3 one calendar month, if the senior manager has been employed for more than 12 months.

## 29. Dismissal for misconduct, incapacity or operational requirements

- 29.1 A senior manager may be dismissed for misconduct, for incapacity or for operational requirements if the municipality has complied with the relevant provisions of the Labour Relations Act.
- 29.2 If the municipality is of the opinion that a senior manager is incapable of carrying out the duties attached to the senior manager's post as a result of continuous ill-health or injury, the municipality may require the senior manager to undergo a medical examination by a registered medical practitioner nominated by the municipality and at the municipality's expense.
- 29.3 The record of any medical examination performed must be kept confidential and may be made available only -
- 28.3.1 in accordance with the ethics of medical practice;
- 28.3.2 if required by law or court order; or

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- 28.3.3 if the senior manager has consented in writing to the release of such record.
- 29.4 The municipality may, on the basis of medical evidence, consider the dismissal of a senior manager on account of ill-health.
- 29.5 A dismissal on account of ill-health or injury must be done with due regard to items 10 and 11 of Schedule 8 of the Labour Relations Act.
- 29.6 If a senior manager applies for a discharge from service on account of continuous ill-health or injury, the provisions of sub-section 29.2 to 29.5 apply, with the necessary changes required by the context.
- 29.7 If a senior manager refuses or fails to be subjected to a medical examination, the senior manager may be dismissed for misconduct, subject to the Labour Relations Act.

### 30. Nomination of beneficiaries and payment of accruing benefits

- 30.1 A senior manager may for purposes of implementation of these regulations, designate one or more beneficiaries to whom accruing benefits to him or her may be paid in the event of the senior manager's death.
- 30.2 A municipality must ensure that a senior manager nominates beneficiaries on appointment or as and when circumstances change to avoid any financial hardships on the pay-out of benefits to beneficiaries due to delays.
- 30.3 The benefits of a senior manager who died before nominating beneficiaries must be dealt with in terms of the Administration of Estates Act, 1965 (Act No. 66 of 1965).

### 31. Grievances

- 31.1 The **EMPLOYEE** may lodge a complaint or grievance concerning an Act or omission of the **EMPLOYER** with the municipality in accordance with applicable procedures and timeframes.

### 32. Variation

- 32.1 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.

### 33. No indulgence

- 33.1. 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

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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.

#### **34. Severability**

34.1 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.

#### **435. General**

##### **35.1 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 other.

##### **35.2 Interpretation of Agreement**

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

##### **35.3 Jurisdiction**

The parties consent firstly to the jurisdiction of the Commission for Conciliation Mediation and Arbitration (CCMA) and if the CCMA and SALGBC are 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.

#### **36. Domicilium citandi et executandi**

The parties choose as their domicilium citandi et executandi the following addresses:

##### **THE EMPLOYER**

CITY OF MATLOSANA

PO Box 99

**KLERKSDORP**

**2570**

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and the **EMPLOYEE**


No 26 Kloofview Estates  
Rustenburg Kloof  
**RUSTENBURG**  
**0299**

**37. Notices**

All notices given by either party to the other in terms of this contract shall be valid if given by pre-paid post, phonogram, 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 KLERKSDORP on this the 26 day of FEBRUARY 2019.

**AS WITNESSES:**

1. 

  
**EMPLOYEE**

2. 

Thus **done** and **signed** at KLERKSDORP on this the 26 day of FEBRUARY 2019.

**AS WITNESSES:**

1. 

  
**MUNICIPAL MANAGER**

2. 