

CONTRACT OF EMPLOYMENT

made and entered into by and between:

NGWATHE LOCAL MUNICIPALITY
(herein referred to as the Municipality)

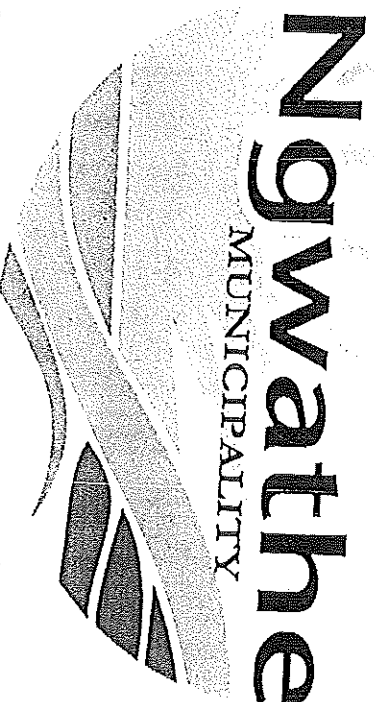
Represented by **ADV T MOKOENA**
(ID NO750320 5499 086)

In his capacity as The MUNICIPAL MANAGER of the Municipality
and duly authorized by Resolution of the Council of the Municipality

And

LYDIA MATLHOMOLA BOPALAMO
(ID No: 671019 0598 084)

(herein referred to as the "the Employee")



The home of harmony, prosperity and growth

Handwritten notes and signatures at the bottom of the page. On the left, there is a signature that appears to be "CR". To its right, there is a date "TSS 07/06/15" and another signature "M. J.". On the far right, there is a signature "LH" and the number "25".

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this agreement 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 agreement, unless a contrary intention clearly appears –

1.1. words importing –

1.1.1. 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*;

1.2. 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 ; LYDIA MATLHOMOLA BOPALAMO

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 Ngwathe Local Municipality;

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1.2.6. "the Municipal Manager" means the Municipal Manager appointed in terms of section 57(1) 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;

1.2.7. "the Parties" means the **Employee** and the **Municipality**;

1.2.8. "the Structures Act" shall mean the Local Government: Municipal Structures Act 118 of 1998;

1.2.9. "the Systems Act" shall mean the Local Government: Municipal Systems Act 32 of 2000;

1.2.10. "R" and "Rands" shall mean the lawful currency of the Republic of South Africa;

1.2.11. "Resolution" shall mean the resolutions passed by the Council or any of its sub-committees of the Municipality, and shall be deemed to be incorporated by reference into this agreement and shall form part of this agreement; and

1.2.12 "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 agreement;

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1.5. when any number of days is prescribed in this agreement, 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 agreement 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: **Director Corporate Services** 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** as the Director Corporate Services is directly accountable to the Municipal Manager as contemplated in section 56 of the Systems Act;

2.3. The **Employee** will occupy the position of Director Corporate Services as from 04 February 2013;

2.4. The parties wish to regulate and formalize their relationship in terms of this agreement.

2.5. The **Employee** warrants that she possesses the relevant skills and expertise to render the services to the Municipality or to perform the

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duties and responsibilities associated to the post in terms of this agreement.

3. APPOINTMENT AND DURATION

3.1. The Municipality hereby appoints the Employee to the position of Director Corporate Services and the Employee hereby agree to hold the said position subject to the terms and conditions recorded herein. The employee is the Director Corporate Services of the municipality.

3.2. Notwithstanding the date of signature of this agreement, the Employee's appointment referred to in Clause 3.1, shall be deemed to have commenced with effect from 04 February 2013 and shall endure for a fixed period of 4 (four) years ending on 04 February 2017.

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, except by agreement between the parties and 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. 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 of compensation in respect or the completion of such period.

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3.3.3. For the purpose of clarity, the parties specifically record that this agreement will come to an automatic end on expiry of the period agreed upon, and shall not be construed as a termination based on the Municipality's, conduct or omission, nor as an unfair dismissal. Accordingly, in the event of a termination the employer shall pay the employee the entire contractual amount outstanding calculated at total package multiply by total number of years outstanding before end of contract.

3.4. This agreement shall be terminable on 1 (one) calendar month's written notice or less given by either of the parties to the other, provided that:-

3.4.1 Upon acceptance of the notice the employee is entitled, on his last day of work, to all amounts owed to him by the employer.

3.4.2 Notice of termination of employment may not be given during any period of leave.

3.4.3 The employer may terminate this contract in the event of the employee being dismissed as a penalty for misconduct in terms of the employer disciplinary code

3.4.4 The employee undertakes to adhere at all times to the disciplinary code and procedure of the employer.

3.4.5 Whenever the employee is found guilty of misconduct and the penalty is an alternative to dismissal, the employee is dismissed unless she, within three days of being informed of the penalty accepts the alternative penalty in writing with the Municipal Manager.

3.4.6. Whenever the employee's rank is permanently reduced in terms of

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Disciplinary Procedure :

- (a) the employee ceases to be the Director: Corporate Services of the Municipality
 - (b) the employee retains her salary and all other service benefits personal to holder.
- 3.4.7. The employee will implement and execute the delegations made by the Municipal Manager in relation to all relevant clauses contained in the MFMA Clause 11.

3.4.8. The employee will first obtain permission from the Municipal Manager to engage with external service providers or departments regarding Municipal affairs.

4. CONDITION PRECEDENT

- 4.1. Notwithstanding anything to the contrary contained in this agreement, the Employee shall be required to conclude a performance agreement with the Municipal Manager within 60 (sixty) days of signature of the agreement.

5. APPOINTMENT TO BE FULL TIME

During the subsistence of this agreement, the Employee shall devote all her time and attention during working hours to the administration and affairs of the Municipality.

6. GENERAL OBLIGATIONS OF THE EMPLOYEE

The Employee shall –

- 6.1. devote her time and attention during the Municipality's normal business hours, and such reasonable amount of additional time as may be necessary

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having regard to the exigencies of the business of the Municipality, to the business and affairs of the **Municipality**.

6.2. Commit to obey the orders and directions of the Council and the Municipal Manager and shall carry out such functions and duties as are from time to time assigned to her and are consistent with her status and use her utmost endeavors to protect and promote the business and interests of the Municipality and to preserve its reputation and good will;

6.3. Be true and faithful to the **Municipality** in all dealings and transactions relating to its work or business and interests;

6.4. Submit to the Council and/or any of its sub-committees or any person nominated by Council , such information and reports as may be required of her in connection with the performance of his duties and the business of the **Municipality**;

6.5. At the date of signing of this contract, it is recorded that the **Employee's** duties and responsibilities include the following (refer to attached job description)

6.6. The **Employee's** duties and responsibilities set out in the job description attached are not exhaustive, the **Municipality** reserves the right to assign the **Employee** with further duties and responsibilities from time to time as the need may arise having regard to the **Employee's** status.

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

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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 07:45 to 16:30 from Monday to Friday.

7.3. The **Employee's** ordinary place of work shall be at Liebenbergstrek, Parys. The **Municipality** may, however, require the **Employee** to work at such places within the Republic of South Africa on a **Temporary Basis** and may also require the **Employee** to travel internationally in performance of his duties.

8. REMUNERATION

8.1. The commencing total-cost-to-employer remuneration offered and accepted shall be R790 000,00 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 day of the month as determined by Council.

8.2. The employer must annually, together with the consideration of its budget review the total package of the employee. The percentage increase on the total package of the employee will not be less than the CPI determined by the Department of Central Statistics and/ or Reserve Bank. The employer agrees to implement the Director Corporate Services remuneration as determined by SALGA from time to time or whatever the greater amount is.

8.3. Such granting of increases shall be negotiated with the employee and will take place at the end of each financial year.

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8.4. The Employee's salary shall be reviewed once annually in June, and with reference to the Employee's performance as assessed and measured against the performance agreements concluded annually between the Employee and the Municipal Manager.

8.5. Subject to the provision of clause 8.4, the Employee is entitled to an annual performance bonus which shall be determined with reference to and payable on the fulfillment of such performance agreements concluded annually between the Employee and the Municipal Manager, calculated at not more than 14% of total annual package.

8.6. The Employee's length of service shall not entitle her to a greater remuneration than an employee with shorter service.

9. BASIC SALARY

9.1. The Employee shall be entitled to a basic salary of at least 60% of the total remuneration *per annum*.

9.2. Payment of the salary in terms of clause 10.1 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 head office of the employer or direct deposit into a bank account and/or trust account designated by the Employee on the last workday of every month.

9.3. The Municipality shall review the Employee's total package annually.

9.4. The Employee shall not draw any advances against her salary.

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10. MOTOR VEHICLE SUBSIDY

10.1. It is specifically agreed between the parties that the Employee shall procure a motor vehicle for the proper performance of her functions and discharge of her duties.

10.2. The choice of motor vehicle referred to in clause 10.1 shall be in the exclusive discretion of the Employee, provided that such vehicle shall be suitable for the purpose for which it is supplied.

10.3. It is specifically agreed between the parties that the Employee shall not be entitled to use any vehicle of the Municipality for the performance of her functions or the discharge of her duties except with the express permission of the Municipality.

11. TRAVELING ALLOWANCE

11.1. The Municipality shall pay to the Employee a monthly travelling allowance payable together with her salary as set out in clause 10.1 which is calculated as follows:

11.1.1. A fixed cost allowance stipulated in the "Rand per month"-column of Table A of the Vehicle Operating Cost table issued from time to time by the Automobile Association of South Africa read off against annual basic salary of the Employee; plus

11.1.2. A variable cost allowance based on the engine capacity of the motor vehicle referred to in clause 8.1 read off Table B of the Vehicle Operating Cost table issued from time to time by the Automobile Association of South Africa

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11.2. In respect of official journeys undertaken-

11.2.1. Outside the area of the Municipality; or

11.2.2. In excess of 850 (eight hundred and fifty) kilometres a month within the municipal area of the employer;

the Employee shall be entitled, upon submission of a claim, to a travelling allowance for every kilometre travelled calculated as set out in clause 11.1.2.

11.3. Official journeys shall exclude any journey between the Employee's residence and office.

12. MEMBERSHIP OF FUNDS AND SCHEMES

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

12.1 A retirement fund as set out in clause 15;

12.2. A medical aid scheme as set out in clause 16; and

12.3. A group life insurance scheme as set out in clause 17.

13. OUT OF POCKET EXPENSES

a. The Municipality shall reimburse the Employee the cost of the use by the Employee of her personal motor vehicle on behalf of the Municipality in terms of clause 11 provided that such use has been approved by the

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Municipal Manager in accordance with the applicable policy 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 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 she 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. 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 16.1 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.

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17. OVERTIME WORK AND OVERTIME PAY

17.1. It is specifically agreed that it shall be required of the Employee to work overtime from time to time.

17.2. It is further specifically agreed that overtime work shall not be remunerated.

17.3. The Municipality shall remunerate any overtime worked beyond 10(ten) hours to a maximum of 25 (twenty-five) hours per week, in accordance with the provisions of the Basic Conditions of Employment Act 1997, upon receipt of a claim by the Employee submitted on or before a date determined by the Municipality.

17.4. Any payment in terms of clause 17.3 shall be made together with the Municipality's salary in terms of clause 11.

18. DEDUCTIONS FROM SALARY

18.1. The Municipality shall deduct, and the Employee agrees that the Municipality deducts from her monthly salary and pay over to the relevant institution (where applicable) together with the Municipality's contribution:

18.1.1 Income tax in terms of relevant legislation;

18.1.2 The Municipality's contributions to the retirement, medical aid and group life insurance funds;

18.1.3 Any instalment on a mortgage bond;

18.1.4 Any insurance premium in terms of clause;

18.1.5 Any deductions ordered by a court of law;

18.1.6 Any deduction authorized in terms of a law;

18.1.7 Any deductions permitted in terms of a collective agreement;

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18.1.8 The instalment on any motor loan in terms of clause 11.2; and
18.1.9. Any deduction in terms of clause 19.1 shall be clearly shown on
the Municipality salary advice.

19. LEAVE

19.1. Annual Leave

The Employee shall be entitled to 30 (thirty) working days annual leave on full pay in respect of each completed 12 (twelve) months' cycle of employment, to be taken at such time or times as are convenient to the Municipality.

Over and above the employee is entitled to 12 (twelve) working days annual leave, which may accrue to her, on full pay for attending Council/committee meetings and all Municipal engagements which might be on weekends or outside normal working hours. The employee may commute leave to his credit, provided that a minimum of 15(fifteen) days may be commuted only on one occasion during a year. On termination of employment, the employee shall be entitled to be paid in lieu of all leave which is due to him.

19.2. Sick Leave

The Employee shall be entitled to 80 (eighty) working days paid sick leave in a 3 year circle cycle of employment provided that-

19.2.1. the employee shall not be entitled to payment in respect of sick leave if Municipality is advised of the employee's illness or disability by not later than 10h00am on the second consecutive day of her absence on medical grounds; and

19.2.2. he shall only be entitled to be paid in respect of sick leave

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extending for more than 2 (two) consecutive days if, on his return to work, she furnishes **Municipality** with a medical certificate by a registered medical practitioner setting out the nature of the employee's illness or disability and the duration thereof.

19.3. Family Responsibility Leave

19.3.1. The employee shall be entitled to 5 (five) days paid leave during each annual leave cycle as a family responsibility leave.

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

19.3.2.1. when the employee's child is born;

19.3.2.2. when the employee's child is sick; or

19.3.2.3. 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.

19.3.3. The employee may take family responsibility leave in respect of the whole or part of the day.

19.3.4. Before paying the employee for leave in terms of this clause, **Municipality** may require reasonable proof of an event contemplated in clause 19.3.2 hereof for which the leave was required.

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

19.4. Study Leave

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

19.4.1. the employee shall not be entitled to more than 10(ten) working days study leave on full pay in any one year;

19.4.2. the employee shall only be entitled to be paid in respect of study leave if the examination written by her 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;

19.5. Unpaid Leave

Unpaid leave may only be granted at the sole discretion of the Municipality and only in exceptional circumstances.

19.6. Religious Holidays

The Employee shall be entitled to leave on full pay on days determined according to the faith to which she subscribes as religious holidays provided that the number of days leave taken by him/her in terms of this sub-paragraph shall be deducted from the annual leave to which the employee is entitled.

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20. CODE OF CONDUCT

20.1. Definitions

- 20.1.1. In this Section "partner" means a person who permanently lives with another person in a manner as if married.

20.2. General conduct

- 20.2.1. The **Employee** must at all times:

20.2.1.1. Loyally execute the lawful policies of the Council and/or its sub-committees of the **Municipality**;

20.2.1.2. Perform the functions of her office in good faith, diligently, honestly and in a transparent manner;

20.2.1.3. Act in such a way that the spirit, purport and objects of section 50 of the Systems Act are promoted;

20.2.1.4. Act in the interest of the **Municipality** and in such a way that the credibility and integrity of the **Municipality** are not compromised; and

20.2.1.5. Act impartially and treat all people, including other Managers directly accountable to the Municipal Manager, equally without favor or prejudice.

20.2.1.6. Be committed to serving the public and a collective sense of responsibility for performance in terms of standards and targets;

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20.2.1.7. Promote and seek to implement the basic values and principles of public administration described in section 195(1) of the Constitution;

20.2.1.8. Obtain copies of or information about the Municipality's Integrated Development Plan, and as far as possible within the ambit of the Director Corporate Services job description, seek to implement the objectives set out in the Integrated Development Plan, and achieve the performance targets set for each performance indicator.

20.3. Disclosure of benefits

20.3.1. The Employee must disclose in writing full particulars of the benefit to the Municipality if the Employee, her spouse, or close family member, acquired or stands to acquire any direct benefits from a contract concluded with the Municipality;

20.3.2. This item does not apply to a benefit which the Employee, or a spouse, partner, business associates or close family member, has or acquires in common with all other residents of the Municipality;

20.4. Unauthorized disclosure of information

20.4.1.1. The Employee may not without permission disclose any privileged or confidential information obtained as Director Corporate Services to unauthorized persons'

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20.4.1.2. For purposes of this item privileged or confidential information includes any information:

20.4.1.2.1. determined by the Council of the Municipality or any structure or functionary of the Municipality to be privileged or confidential;

20.4.1.2.2. discussed in closed sessions by the Council or Committee of Council.

20.4.1.2.3. disclosure of which would violate a person's right to privacy.

20.4.1.2.4. declared to be privileged, confidential or secret in terms of any law.

20.4.1.3. This item does not derogate from a person's right to information in terms of national legislation access.

20.5. Council property

The Employee may not use, take, acquire, or benefit from any property or assets owned, controlled or managed by the Municipality to which she has no right.

20.6. Payment of arrears

The Employee may not be in arrears to the municipality for rates and service charges for a period longer than 2 months, and a Municipality

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may deduct any outstanding amounts from the Employee's salary after this period.

20.7. Participation in elections

The Employee may not participate in an election of the council of the Municipality, other than in an official capacity or pursuant to any constitutional right.

20.8. Sexual harassment

The Employee may not embark on any action amounting to sexual harassment.

21. ADDITIONS TO THE AGREEMENT

21.1. The following documents shall be deemed to be incorporated in and form part of this agreement:-

21.1.1. The Municipality's conditions of service applicable to the Employee from time to time;

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

21.1.3. 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;

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21.1.4. Any collective agreement binding to the Municipality and applicable to the Employee;

21.1.5. The Municipality's delegated powers insofar as may be Applicable to the Employee;

22. LAW AND JURISDICTION

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

23. ARBITRATION

23.1. 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 agreement and/or the interpretation thereof and/or the implementation and/or termination thereof and/or transactions contemplated thereby.

23.2. Save as specifically provided to the contrary in this agreement, should a dispute arise, any party shall be required, by written notice to the other, that the dispute be submitted to arbitration in terms of this clause.

23.3. Subject to this clause, arbitration shall be held in terms of the Arbitration Act 1965, provided that:

23.3.1. the arbitrator shall be a practicing Attorney or Advocate with experience of not less than 10 (ten) years in labour or employment law agreed upon by the parties.

23.3.2. If the parties cannot agree on who should be appointed

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arbitrator within 5 (five) days of the date on which a dispute was declared in writing, either party shall be free to request the President of the Arbitration Foundation of South Africa to appoint from within its panel an arbitrator with skills, expertise or attributes as set out in this agreement.

24. Powers of the arbitrator

In addition to any powers which may be conferred to the arbitrator by the parties in a pre-arbitration agreement, the arbitrator shall have the power to:

- 24.1. determine the date, time and venue of the hearing.
- 24.2. determine procedures to be followed in the hearing.

- 24.2.1. order parties to produce any document(s) or evidence she considers necessary to resolve the dispute.

- 24.2.1. subpoena any Employee of the Municipality on any other relevant person to testify or produce documents in the hearing.

- 24.3. to call any expert witness to provide opinions of evidence which she/he considers relevant for the resolution of the dispute.

25. Time frames

The arbitrator shall finalize the arbitration and render an award within 1 (one) month from the date on which she/he concluded the arbitration proceedings. Provided that the time period may be

extended by agreement between the parties and the arbitrator if the circumstances so require.

25.1.1. Costs of the arbitrator

The costs of the arbitrator or any matter incidental to the arbitration shall be borne by the Municipality.

25.2. Any award that may be made by the arbitrator:

25.2.1. shall be final and binding;

25.2.2. shall be carried into effect, and/ or
implemented by the party required to comply with it;
and

25.2.3. may be made an order of court in terms of
the relevant provisions of the Arbitration Act, 1965.

25.2.4. Notwithstanding anything to the contrary
contained in this clause, either party to this agreement
shall be entitled to apply for, and if successful, be
granted, an interdict from any competent court having
jurisdiction.

25.2.5. The clause is severable from the rest of this
agreement and shall, notwithstanding termination
thereof, remain in full force and effect.

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26. WHOLE AGREEMENT, NO AMENDMENT

26.1. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.

26.2. No amendment or consensual cancellation of this agreement 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 agreement which the Municipality may show to the Employee shall operate as an estoppel against the Municipality in respect of its rights under this agreement, nor shall it operate so as to preclude the Municipality thereafter from exercising its rights strictly in accordance with this agreement.

26.4. This agreement constitutes the whole 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.

26.5. Any term of this agreement, which is in conflict with the provisions of any agreement, including a collective agreement, or any applicable law shall be treated as *pro non scripto* and shall be severed from the balance of this agreement, which shall continue to be of full force and effect.

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THUS DONE AND SIGNED on behalf of MUNICIPALITY at PARYS on the 7 day
of February 2013, in the presence of the undersigned witnesses.

AS WITNESSES

1. C. Belkacem

2. C. Belkacem

[Signature]
~~MUNICIPAL MANAGER~~
(For and on behalf of the Municipality)

THUS DONE AND SIGNED by the EMPLOYEE at PARYS on the 7 day of
FEBRUARY 2013, in the presence of the undersigned witnesses.

WITNESS

1. [Signature]

[Signature]
~~THE EMPLOYEE~~

2. P. Moutte

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m.o
[Signature]

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**NGWATHE MUNICIPALITY
AS REPRESENTED BY THE ACTIMUNICIPAL MANAGER**

LESAOANA DAVID KAMOLANE

.....
FULL NAMES

AND

LYDIA MATLHOMOLA BOPALAMO

.....,

EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2014 - 30 JUNE 2015

13. GENERAL

13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Employer**.

13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus done and signed at on the..... day of 2014

AS WITNESSES:

1. _____
EMPLOYEE

2. _____

AS WITNESSES:

1. _____
MUNICIPAL MANAGER

2. _____

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 07:45 to 16:30 from Monday to Friday.

7.3. The **Employee's** ordinary place of work shall be at Liebenbergstrek, Parys. The **Municipality** may, however, require the **Employee** to work at such places within the Republic of South Africa on a **Temporary Basis** and may also require the **Employee** to travel internationally in performance of her duties.

8. REMUNERATION

➤ The initial bullet: 8.1 from the main contract is hereby replaced with the following insertion:

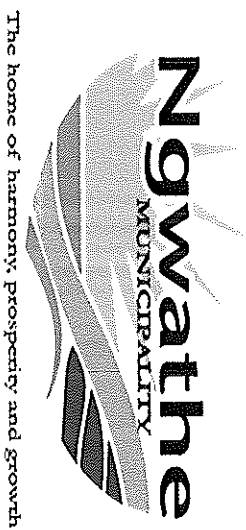
8.1. The commencing total-cost-to-employer remuneration offered and accepted shall be R866 410,00 annually plus a performance bonus approved by Council. The remuneration shall be paid in equal monthly installments in accordance with the **Municipality's** current payment practice and shall be paid on the day of the month as determined by Council.

8.2. The employer must annually, together with the consideration of its budget review the total package of the employee. The percentage increase on the total package of the employee will not be less than the CPI determined by the Department of Central Statistics and/ or Reserve Bank. The employer agrees to implement the Director Corporate Services remuneration as determined by SALGA from time to time or whatever the greater amount is.

8.3. Such granting of increases shall be negotiated with the employee and will take place at the end of each financial year.

ANNEXURE A:

PERFORMANCE AGREEMENT



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE NGWATHE LOCAL MUNICIPALITY
herein represented by

LESAOANA DAVID KAMOLANE
(herein referred as the Municipal Manager)

AND

MATLHOMOLA LYDIA BOPALAMO
(herein referred to as the employee)

FOR THE

FINANCIAL YEAR: 01 JULY 2014 - 30 JUNE 2015

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The **Ngwathe Municipality** herein represented by **LESAONA DAVID KAMOLANE**
In his capacity as the Acting Municipal Manager (hereinafter referred to as the **Employer**)

And

LYDIA MATLHOMOLA BOPALAMO Employee of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1)(a) of the Local Government Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Employee** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and

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- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2014** and will remain in force until **30 June 2015** thereafter a new Performance Agreement and Performance Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement, Personal Development Plan and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
- 4.1.1 the performance objectives and targets that must be met by the **Employee**; and
- 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.2.1 The key objectives describe the main tasks that need to be done.
- 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 4.2.3 The target dates describe the timeframe in which the work must be achieved.
- 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 The **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

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5 PERFORMANCE MANAGEMENT SYSTEM

5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employer**, management and municipal staff of the **Employer**.

5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.

5.3 The **Employer** will consult the **Employee** about the specific performance standards that will be included in the performance management system as applicable to the **Employee**.

5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.

5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.

5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

5.5.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

5.6 The **Employee's** assessment will be based on her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPAs, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPAs)	Weighting
Basic Service Delivery	15%
Municipal Institutional Development and Transformation	30%
Local Economic Development (LED)	10%
Municipal Financial Viability and Management	15%
Good Governance and Public Participation	30%
Total	100%

5.7 In the case of managers directly accountable to the Municipal Manager, key performance areas related to the functional area of the relevant Manager, must be subject to negotiation between the Municipal Manager and the relevant Manager.

5.8 The CCRs will make up the other 20% of the **Employee's** assessment score. CCRs that are deemed to be most critical for the **Employee's** specific job should be selected (✓) from the list below as agreed to between the **Employer** and **Employee**. Three of the CCRs are compulsory for Municipal Managers:

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CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES		
CORE MANAGERIAL COMPETENCIES (CMC)	✓	WEIGHT
Strategic Capability and Leadership		10%
Programme and Project Management		5%
Financial Management	compulsory	18%
Change Management		1%
Knowledge Management	✓	1%
Service Delivery Innovation	✓	5%
Problem Solving and Analysis	✓	5%
People Management and Empowerment	compulsory	10%
Client Orientation and Customer Focus	compulsory	10%
Communication	✓	1%
Honesty and Integrity	✓	2%
CORE OCCUPATIONAL COMPETENCIES (COC)		
Competence in Self Management		2%
Interpretation of and implementation within the legislative an national policy frameworks	✓	2%
Knowledge of Performance Management and Reporting	✓	5%
Knowledge of global and South African specific political, social and economic contexts		1%
Competence in policy conceptualisation, analysis and implementation		5%
Knowledge of more than one functional municipal field / discipline		5%
Skills in Mediation	✓	1%
Skills in Governance		4%
Competence as required by other national line sector departments	✓	2%
Exceptional and dynamic creativity to improve the functioning of the municipality	✓	5%
Total percentage	-	100%

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the **Employee's** performance; and
- 6.1.2 the intervals for the evaluation of the **Employee's** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Employer** may in addition review the **Employee's** performance at any stage while the contract of employment remains in force.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 6.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.

6.5 The annual performance appraisal will involve:

6.5.1 Assessment of the achievement of results as outlined in the performance plan:

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each CCR.
- (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CCR score.

6.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

6.6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPAs and CCRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					

Level	Terminology	Description	Rating				
			1	2	3	4	5
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

6.7 For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established -

- 6.7.1 Mayor;
- 6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.7.3 Member of the executive committee
- 6.7.4 Mayor and/or Municipal Manager from another municipality; and
- 6.7.5 Member of a ward committee as nominated by the Mayor.

6.8 For purposes of evaluating the annual performance of Managers directly accountable to the Municipal Managers, an evaluation panel constituted of the following persons must be established -

- 6.8.1 Municipal Manager;
- 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.8.3 Member of the executive committee; and
- 6.8.4 Municipal manager from another municipality.

6.9 The Manager responsible for Human Resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

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7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** in relation to her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter	:	July – September 2014 on the 9 th October 2014
Second quarter	:	October – December 2014 on the 8 th January 2015
Third quarter	:	January – March 2015 on the 9 th April 2015
Fourth quarter	:	April – June 2015 on the 9 th July 2015

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.

7.5 The **Employer** may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the **Employee** will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps will be developed after the first quarter review.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The **Employer** shall –

9.1.1 create an enabling environment to facilitate effective performance by the employee;

9.1.2 provide access to skills development and capacity building opportunities;

9.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;

9.1.4 on the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable her to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others –

10.1.1 a direct effect on the performance of any of the **Employee's** functions;

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10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**, and

10.1.3 a substantial financial effect on the **Employer**.

10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

11.3 In the case of unacceptable performance, the **Employer** shall –

11.3.1 provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and

11.3.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out her duties.

12. DISPUTE RESOLUTION

12.1 Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

12.1.1 the MEC for Local Government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or

12.1.2 any other person appointed by the MEC.

12.1.3 In the case of managers directly accountable to the Municipal Manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

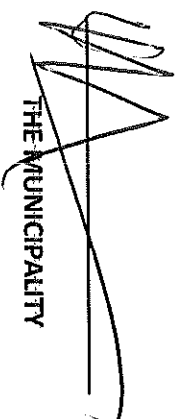
12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

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SIGNED AT PARYS ON THIS, THE 8 DAY OF AUGUST 2014

AS WITNESSES:

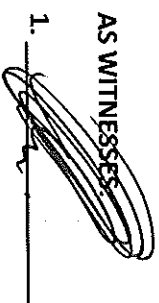
1. 


THE MUNICIPALITY

2. 

SIGNED AT PARYS ON THIS, THE 8 DAY OF AUGUST 2014

AS WITNESSES:

1. 



THE EMPLOYEE

2. 

ANNEXURE B:

CODE OF CONDUCT

SCHEDULE 2

CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

1. Definitions

In this Schedule “partner” means a person who permanently lives with another person in a manner as if married.

2. General conduct

A staff member of a municipality must at all times—

- (a) loyally execute the lawful policies of the municipal council;
- (b) perform the functions of office in good faith, diligently, honestly and in a transparent manner;
- (c) act in such a way that the spirit, purport and objects of section 50 are promoted;
- (d) act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
- (e) act impartially and treat all people, including other staff members, equally without favour or prejudice.

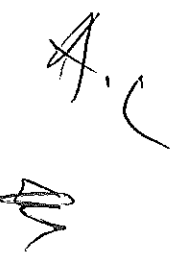
3. Commitment to serving the public interest

A staff member of a municipality is a public servant in a developmental local system, and must accordingly—

- (a) implement the provisions of section 50 (2);
- (b) foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
- (c) promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
- (d) obtain copies of or information about the municipality’s integrated development plan, and as far as possible within the ambit of the staff member’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;
- (e) participate in the overall performance management system for the municipality, as well as the staff member’s individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

4. Personal gain

(1) A staff member of a municipality may not—

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- (a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or
- (b) take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.

(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not—

- (a) be a party to a contract for—
 - (i) the provision of goods or services to the municipality; or
 - (ii) the performance of any work for the municipality otherwise than as a staff member,
- (b) obtain a financial interest in any business of the municipality; or
- (c) be engaged in any business, trade or profession other than the work of the municipality.

5. Disclosure of benefits

(1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.

(2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

6. Unauthorised disclosure of information

(1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.

(2) For the purpose of this item "privileged or confidential information" includes any information—

- (a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
- (b) discussed in closed session by the council or a committee of the council;
- (c) disclosure of which would violate a person's right to privacy; or
- (d) declared to be privileged, confidential or secret in terms of any law.

(3) This item does not derogate from a person's right of access to information in terms of national legislation.

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7. Undue influence

A staff member of a municipality may not—

- (a) unduly influence or attempt to influence the council of the municipality, or a 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;
- (b) mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
- (c) be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

8. Rewards, gifts and favours

- (1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for—
 - (a) persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
 - (b) making a representation to the council, or any structure or functionary of the council;
 - (c) disclosing any privileged or confidential information; or
 - (d) doing or not doing anything within that staff member's powers or duties.
- (2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of subitem (1).

9. Council property

A staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.

10. Payment of arrears

A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from a staff member's salary after this period.

11. Participation in elections

A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

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12. Sexual harassment

A staff member of a municipality may not embark on any action amounting to sexual harassment.

13. Reporting duty of staff members

Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.

14. Breaches of Code

Breaches of this Code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(h) of this Act.

14A. Disciplinary steps

(1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach.

(2) Such other disciplinary steps may include—

- (a) suspension without pay for no longer than three months;
- (b) demotion;
- (c) transfer to another post;
- (d) reduction in salary, allowances or other benefits; or
- (e) an appropriate fine.

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ANNEXURE C:

CONFIDENTIAL FINANCIAL DISCLOSURE FORM

NGWATHE LOCAL MUNICIPALITY

DISCLOSURE OF BUSINESS INTEREST BY AN EMPLOYEE

(As required by paragraph 5(2) of the Code of Conduct for Staff members)

Employee

LINDIA MATHEMOCIA BOHALANO, Office/Department

CORPORATE SERVICES, in my capacity as an employee of Ngwathe Local Municipality, hereby disclose the full particulars of the direct benefit which I, or my spouse, partner, business associate or close family member acquired or stand to acquire from a contract concluded with Ngwathe Local Municipality as follows :

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AND PROJECTS

I therefore declare that the information supplied in this form is to the best of my knowledge correct and current and I do not have any other interest/benefit than those declared herewith, and I understand that I must regularly declare any change in the above to municipal manager by completion of this form.

Signature (recipient)

L Bohalano

Date

7/7/2014

Disclosure is noted

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Municipal Manager

Date

7/8/14

EMPLOYEE'S DECLARATION OF INTEREST

Full Names : LYDIA MATE HOMOLA BORAUAMO
 ID Number : 6710190598084

Type of Interest	Body in or from which the Interest is derived or accrued	Value of Interest
Shares and securities in any company	GT	5%
Other Interests in in any business undertaking.		
Membership of any Close Corporation		
Employment and Remuneration		
Interest in any trust		
Interest in property		

Pension		
Subsidies, grants and sponsorship by any organisation.		

DECLARATION :

I hereby declare that the Information supplied is to the best of my knowledge correct and that I do not have any other interest, financial and/or business, than those declared herewith, and I understand that I must annually declare any change in my above declared interests to the Municipal Manager by the completion of this form.

SIGNATURE :

A. Sepalawo

DATE :

7/7/2014