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5/12/2024

**PERMANENT
EMPLOYMENT
EXECUTIVE DIRECTOR: TRANSPORT,
INFRASTRUCTURE AND ENVIRONMENT**

Entered into by and between

EMPLOYMENT
2024-05-12
21:00:00

**FAIRBRIDGE MOTSUMI MATHE
MUNICIPAL MANAGER
SEDIBENG DISTRICT MUNICIPALITY
[“the Employer”]**

And

**LUNGILE PATIENCE THWALA
(I.D. No. 8305160820085)**

[“the Employee”]

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EMPLOYMENT CONTRACT

1. PARTIES

The SEDIBENG DISTRICT MUNICIPALITY established in terms of Local Government: Municipal Structures Act 117 of 1998, conducting business at the Municipality Buildings, Beaconsfield Avenue, Vereeniging, herein represented by **Fairbridge Motsumi Mathe** in his capacity as Municipal Manager acting on behalf of the Municipality (hereinafter referred to as the Employer); and **Lungile Patience Thwala** residing at 79 Nagtegaai Street, Aviary Hill, Newcastle (hereinafter referred to as the Employee) and (jointly referred to as the parties).

2. ESTABLISHMENT OF CONTRACT

- 2.1 The Employer hereby employs the Employee on Permanent employment a fixed term contract and the Employee hereby accepts employment as **Executive Director: Transport, Infrastructure and Environment**, subject to the terms and conditions contained in this contract and subject to the Local Government: Municipal Systems Act, 2000 and the Municipal Finance Management Act, 2003. The main duties that the Employee will be expected to perform are contained in section 55 of the Municipal Systems Act, 2000, as well as those contained in the Municipal Finance Management Act, 2003, both of which the Employer and Employee will further refine during the signing of an annual Performance Agreement.
- 2.2 The employment of the Employee with the Employer commences on **26 November 2024**, regardless of the date of signing this contract.
- 2.3 The Employee's employment is further subject to compliance with the following terms:
- 2.3.1 The signing of a Performance Agreement within ninety (90) days after assumption of duty and annually within (one) (1) month after the commencement of the new financial year.
- 2.3.2 The submission of original certificates or certified copies, of his/her academic and Professional qualifications and proof of previous employment prior to date assumption of duty.
- 2.3.3 The Code of Conduct as stipulated in Schedule 2 of the Municipal Systems Act, 2000 (Appendix B).
- 2.3.4 The disclosure of financial interests on the 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.

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3. **PLACE OF WORK**

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

4. **OFFICIAL WORKING HOURS**

The Employee will work such hours and days in accordance with the operational needs and requirements of the Employer, which will not be less than forty (40) hours per week from Monday to Friday and weekend should situation so warrants.

5. **REMUNERATION**

5.1 The Employee shall be paid an all-inclusive annual remuneration package (total cost-to-employer) of **R1 050 411.00**.

5.2 The all-inclusive annual remuneration package consists of a basic salary and a flexible portion.

5.3 The above-mentioned all inclusive annual remuneration package must be structured in accordance with the guidelines provided by the South African Revenue Services (SARS).

5.4 The Employee's all inclusive annual remuneration package may be adjusted annually linked to a cost-of-living increase, which is not performance based.

6. **PERFORMANCE BONUS**

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

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

6.1.2 An evaluation of performance in accordance with the provisions of Regulation 23; and

6.1.3 Approval of such evaluation by the Municipal Council as a reward for outstanding performance;

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6.2 Details of this process and the implementation thereof are contained in the performance Agreement and guidelines document.

7. **MOTOR VEHICLE**

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

7.2 If the Employee utilizes his/her private vehicle to carry out official duties, he will be compensated for kilometers traveled in excess of 500 km per month, according to the tariffs payable for privately owned vehicles as prescribed by the Department of Transport.

8. **MOBILE PHONE**

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

9. **RETIREMENT/ PROVIDENT FUND**

The all-inclusive remuneration package referred to in 5.1 includes a Retirement/ pension fund. If the Employee elects to structure for a retirement/ provident fund contribution, he/she must supply the Employer with proof of such membership so that it may be remitted over to the retirement scheme.

10. **MEDICAL AID SCHEME**

The all-inclusive remuneration package includes a contribution towards a medical aid scheme, provided that the total contributions will form part of the remuneration package referred to in 5.1. If the Employee chooses to become a member of and contribute to a medical aid scheme, he/she shall supply the Employer with proof of such membership so that it may be deducted and remitted to Medical Aid Scheme.

11. **OVERTIME WORK**

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

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12. DEDUCTIONS FROM SALARY

The Employer may make deductions from the monthly all- inclusive remunerations package of the employee, subject to the provisions of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997).

13. LEAVE

13.1 The Employee is entitled to twenty-four (24) working days annual leave with full pay which shall accrue in respect of each completed month of service at the of one twelfth on the number of working days. If the Employee is appointed after the commencement of an annual leave cycle, he/she shall be entitled to annual vacation leave on a pro rata basis determined as a fraction of the entitlement. ~~The Employee must take at least 10 (ten) consecutive working days leave within a twelve-month period. The remaining leave days, if any, must be taken no later than the end of June of the year following the relevant leave cycle, where after unused leave credit will be forfeited.~~

13.2 The Employee is entitled to eight (80) working days sick leave with full pay in three – year cycle.

13.3 The Employee is further entitled to a maximum of five (5) working days family responsibility leave per calendar year, which can be utilized for birth, illness or death of an immediate family member.

13.4 The Employer may grant the Employee special leave with or without pay for a reasonable number of working days with prior approval in terms of the relevant special leave policy or by decision of municipality.

13.5 Any further leave benefits or requirements will be included in a directive on leave of absence, which will be provided by the Employer.

14. PRECAUTIONARY SUSPENSION

14.1 The **Employer** may suspend the **Employee** on full pay if he/she is alleged to have committed a serious offence and the **Employer** believes his/her presence at the workplace might jeopardize any investigation into the alleged misconduct provided that before an **Employee** is suspended as a precautionary measure, he/she must be given an opportunity to make representation on why he/she should not be suspended.

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14.2 The **Employee** who is to be suspended shall be notified, in writing, of the reasons for his suspension simultaneously or at the latest within 24 hours after the suspension. He/she shall have the right to respond within seven (7) working days.

14.3 If the **Employee** is suspended as a precautionary measure, the Employer must hold a disciplinary hearing within sixty (60) days, provided that the chairperson of the hearing may extend such period, failing which the suspension shall terminate and the Employee shall return to full duty.

15. TERMINATION OF CONTRACT

15.1 The **Employment** contract will be terminated:

15.1.1 At the **Employee's** initiative, if the employee gives the **Employer** one (1) months' notice of termination in writing or such shorter period as the parties may agree.

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

15.2 The Employer will be entitled to terminate the **Employees** employment contract for any sufficient reasons recognized by law, provided that the Employer must comply with its disciplinary code and procedures, if in the absence of which, the disciplinary code and procedure of the South African Local Government Bargaining Council will apply, as well as in accordance with Labour Relations Act, 66 of 1995, reason for terminating the employment contract may include the Employee-

15.2.1 Committing any serious or persistent breach of the terms and conditions of the employment contract;

15.2.2 Being guilty of any serious misconduct or deliberate neglect in the discharge of his/her duties under the employment contract and signed performance agreement.

15.2.3 Being absent from employment without approval for a period of exceeding five days.

15.2.4 Disobeying a lawful instruction or direction of the Employer.

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- 15.2.5 Having been convicted of a criminal offence other than an offence which in the reasonable opinion of the Employer, does not affect his/her position as an his/her position as an Employees; or
- 15.2.6 Failing to place the whole of his/her time at the disposal of the Employer.
- 15.2.7 Should the Employee accept a nomination as a candidate for election as a member of a Council, Provincial or National Legislature or Parliament, she shall be deemed to have voluntarily terminated his services with the Employer with effect from the date which he/she is issued a certificate in terms of section 31 (3) of the Electoral Act, 1998 stating that he/she is a candidate in the relevant election or from the date on which he/she is nominated as a permanent delegate to the National Council of Provinces as contemplated in section 61(2) (b) of the Constitution, 1996.

16. **GRIEVANCES**

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

17. **VARIATION**

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

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18. **NO INDULGENCE**

No latitude, extension of time or other indulgence which may be given or allowed by the Employer to the Employee in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from the contract, and no single or partial exercise of any right by any party under the contract, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of arising from the contract or stop or preclude and such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term thereof.

19. **SEVERABILITY**

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

20. **GENERAL**

20.1 **Good Faith**

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

20.2 **Interpretation of Agreement**

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

20.3 **Jurisdiction**

The parties consent firstly to the jurisdiction of the Commission for Conciliation Mediation and Arbitration (CCMA) and if the CCMA is not able to adjudicate the dispute, the Courts of the Republic of South Africa with regard to any claim resulting or arising from this contract.

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21. DOMICILIUM CITANDI ET EXECUTANDI



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

22. NOTICES

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

Thus done and signed at Vereeniging on this the 29 day of November 2024.


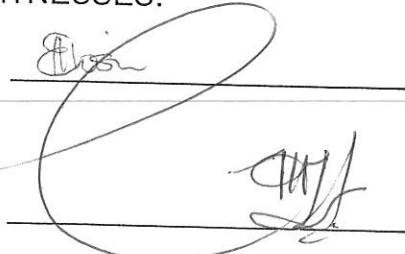
AS WITNESSES:

1.  _____
2.  _____

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EMPLOYEE

Thus done and signed at Vereeniging on this the 29 day of November 2024.

AS WITNESSES:

1.  _____
2.  _____

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MUNICIPAL MANAGER