AGREEMENT

WITH REFERENCE TO THE

GREATER STELLENBOSCH FORUM AREA

1994-11-21
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AGREEMENT WITH REFERENCE TO THE STELLENBOSCH FORUM AREA

AGREEMENT MADE AND ENTERED INTO BY

AFRICAN CHRISTIAN DEMOCRATIC PARTY
AND
AFRICAN NATIONAL CONGRESS
AND
CLOETESVILLE/IDAS VALLEY MANAGEMENT COMMITTEE
AND
DEMOCRATIC PARTY
AND
EIKESTAD RESIDENTS ASSOCIATION
AND
FREEDOM FRONT
AND
JAMESTOWN ACTION GROUP
AND
JAMESTOWN AREA COMMITTEE
AND
JAMESTOWN CIVIC ASSOCIATION
AND
JOHANNESDAL MANAGEMENT COMMITTEE

AND

JOHANNESDAL RATEPAYERS AND TENNANTS ASSOCIATION

AND

KAYA MANDI TOWN COUNCIL

AND

KLAPMUTS STEERING COMMITTEE

AND

KYLEMORE MANAGEMENT COMMITTEE

AND

KYLEMORE RATEPAYERS AND RESIDENTS ASSOCIATION

AND

NATIONAL PARTY

AND

PAN AFRICANIST CONGRESS OF AZANIA

AND

SOUTH AFRICAN NATIONAL CIVIC ORGANISATION

AND

STELLENBOSCH HOUSING ACTION COMMITTEE

AND

STELLENBOSCH MUNICIPALITY

AND

STELLENBOSCH RATEPAYERS ASSOCIATION
1. DEFINITIONS

In this agreement unless the context indicates otherwise:-

"additional local bodies" means the Management Committee of Idas Valley and Cloetesville, the Town Council of Kaya Mandi, the Management Committee of Johannesdal, the Management Committee of Klapmuts South, the Management Committee of Kylene, and the corporate entities of the local areas of Jamestown and Klapmuts North;

"Administrator" means the Administrator as defined in the Local Government Transition Act, 1993 (Act No 209 of 1993);

"agreement" means the agreement as herein reflected;

"Town Council" means the elected representatives of Stellenbosch Municipality;

"Council" means Stellenbosch Transitional Local Council as constituted in terms of this agreement;

"Councillors" means the members of the Stellenbosch Transitional Local Council;

"Forum" means the Stellenbosch Negotiating Forum recognised by the Administrator in terms of Section 6 of the Act;

"Group" is a reference to the Statutory and/or Non-Statutory component respectively of the Forum and of the Transitional Local Council depending on the context;
"interim phase" has the meaning as defined in the Act;

"Municipal Ordinance" means the Municipal Ordinance, 1974 (Ordinance 20 of 1974);

"Municipality" means the Municipality of Stellenbosch;

"Non-Statutory Group" means the members of the Transitional Local Council as identified in Annexure "B", including any alternates filling vacancies;

"operative date" means the date on which the Proclamation comes into operation;

"party" means a body or institution referred to in the preamble to this agreement and "parties" means any or all of them, as the context indicates;

"pre-interim" means the pre-interim phase as defined in the Act;

"Proclamation" means the proclamation issued by the Administrator in terms of Section 10 of the Act;

"Rule of Order" means the Standard By-laws relating to Procedure for Maintaining of Order at Meetings, published by Provincial Notice, (PK.411/1988);

"Statutory Group" means the members of the Transitional Local Council identified in Annexure A, including any alternates filling vacancies;

"the Act" means the Local Government Transition Act, 1993 (Act No 209 of 1993);
"Town Clerk" means the Chief Executive Officer/Town Clerk of Stellenbosch Municipality.

2. **DISSOLUTION**

That with effect from the operative date the Town Council and additional local bodies are hereby dissolved and the terms of office of the members of the Town Council and the members of the additional local bodies are hereby terminated.

3. **ESTABLISHMENT OF THE TRANSITIONAL LOCAL COUNCIL**

3.1 That with effect from the operative date, a transitional local council under the name of Stellenbosch Transitional Local Council shall be established for the area of jurisdiction of the Municipality of Stellenbosch into which is incorporated the areas of jurisdiction of the additional local bodies with powers, duties and functions of a Municipality, governed and represented by a Council as contemplated in the Municipal Ordinance and the Act, provided that nothing in this clause precludes the Transitional Local Council from negotiating:

3.1.1 with representatives of local authority bodies in Pniel and in rural areas in Stellenbosch Magisterial District and/or local organisations who are representative of substantive sectors of the wider community having a vested interest in the political restructuring of Local Government within the said area of jurisdiction, with the aim to extend the area of jurisdiction of the Stellenbosch Transitional Local Council to possibly incorporate the areas of jurisdiction of such bodies, provided that such negotiations and incorporation of the area of jurisdiction be conducted subject to the provisions as stipulated in the Act.

3.1.2 with similar bodies established outside the Metropolitan Area of the Western Cape with a view to making representation to the Premier
of the Western Cape to establish a body that will be known as a service council, sub-regional council or district council to jointly exercise and conduct powers and duties in respect of specific local government functions for certain defined non-metropolitan areas subject to the understanding that such service council, sub-regional council or district council will have the authority to levy and claim regional levies as referred to in Section 12(1)(a) of the Act on Regional Services Councils, 1985 to finance the aforementioned local authority functions and to make available and utilize the balance of this levy income in respect of overhead service rendering as well as projects for disadvantaged communities within the area of jurisdiction of the said service council, sub-regional council or district council.

3.2 Notwithstanding such incorporation, separate budgets for the current financial year of the additional local bodies may remain in full force and effect until the end of the 1994/95 Financial Year.

3.3 Notwithstanding such incorporation the Western Cape Regional Services Council or its successor, shall be responsible for the continued rendering of services as an agent of the Council, on the same conditions and terms currently applicable, to execute the current operational budget of the applicable additional local bodies within the budget parameters of the 1994/95-budgets and by the same standards and norms that were in force prior to the incorporation of the affected additional local bodies.

3.4 That the Council will be prepared to negotiate with the Western Cape Regional Services Council or its successor and the Western Cape Provincial Administration for the taking over of employees substantially engaged with such continued rendering of services at the termination of such agency agreement and in the event that the Council is legally obliged, at such time.
4. LEGAL SUCCESSION

As from the operative date, the Municipality shall, subject to the terms of this agreement, for all purposes be the successor in law of the additional local bodies; and

4.1 the ownership of all movable and immovable property and other assets of the additional local bodies will be transferred to the Municipality;

4.2 all rates, revenue and other monies payable to or recoverable by the additional local bodies, will be payable to and recoverable by the Municipality;

4.3 all other rights and privileges (including rights of nomination and representation) and all liabilities and obligations of any of the additional local bodies shall vest in and devolve upon the Municipality, which may continue to prosecute or defend all legal proceedings instituted by or against any of the additional local bodies excluding any legal actions pertaining to expropriation already started;

4.4 the taking over of liabilities and obligations referred to in paragraph 4.3 is subject to the general writing off of the debt up to the operative date of the additional local bodies in respect of monies due for services rendered to the disadvantaged communities.

5. COMPOSITION OF STELLENBOSCH TRANSITIONAL LOCAL COUNCIL

The Council shall, during the pre-interim phase, comprise 30 Councillors of whom 15 shall be the persons identified in Annexure "A" hereto reflecting the nominees of the Statutory Group of the Forum and of whom the remaining 15 persons shall be the persons identified in Annexure "B" reflecting the nominees of the Non-Statutory Group of the Forum, as agreed upon in terms of Section 5 of Schedule 1 of the Act provided that no persons shall assume office as a member of the Council without first entering into the agreement provided for in paragraph 17.1.
6. **FILLING OF VACANCIES**

In the event of any vacancy occurring in the Council occasioned by the death, resignation, termination of office or otherwise of a member of the Council, such vacancy shall be filled by a person in the stipulated order of priority as per identified sub group in which the vacancy occurs, from the additional candidates listed in Annexure C in the case of the Statutory Group and in Annexure D in the case of the Non-Statutory Group.

7. **ADDITIONAL FUNCTIONS OF THE STELLENBOSCH TRANSITIONAL LOCAL COUNCIL**

The Council shall:-

7.1 pay particular attention to:-

7.1.1 the drawing up of a single budget for the Municipality for the 1995/96-Financial Year;

7.1.2 the co-ordination, rationalization, improvement and broadened delivery of services at agreed tariffs to eradicate backlogs existing in certain areas of the Municipality;

7.1.3 the preparation for a future democratic municipal election and in particular the compilation of a voters roll;

7.2 at its first meeting elect a Mayor and Deputy Mayor by a simple majority, provided that the said two office bearers shall not be members of the same Group;

7.3 within 14 (FOURTEEN) days of the operative date, at a meeting convened for the purpose of electing members to serve in its Executive and Standing Committees and to serve as Council representatives on the various outside bodies on which the Municipality has representation proceed as follows:-

7.3.1 the Mayor, separately dealing with the nominations for each Committee, shall call for volunteers from each Group to serve on that
Committee, subject to the provisions of paragraph 10.1.2 and in the event that the number of volunteers:

7.3.1.1 does not exceed the number of vacancies, shall declare the volunteers to be members of that Committee and continue with the next order of business, returning to any Committee still having vacancies after having dealt with all the Committees when he or she shall by lot allocate Councillors who are not yet members of a Standing Committee to any remaining vacancies on such Committees;

7.3.1.2 exceeds the number of vacancies, shall proceed to determine the members of such Committee by a secret ballot in which all Councillors will vote for the number of vacancies in each Group. Such vote by all Councillors jointly and the resultant filling of vacancies shall take place per Group in accordance with Section 40 of the Rule of Order;

7.3.2 the Mayor will then call for nominees for the various representatives on outside bodies and should the number of nominees exceed the respective vacancies, proceed with a ballot mutatis mutandis as stipulated in paragraph 7.3.1.2;

7.4 re-elect members to the Standing and Executive Committees at its first ordinary meeting following an election held in terms of the Act or at its first ordinary meeting in the month of September in the year in which such election is not held, provided that the procedure set out in paragraph 7.3.1 above shall apply mutatis mutandis to such re-election.

8. MAYOR OF THE COUNCIL

The Mayor of the Council shall exercise and perform all the powers, functions and duties ascribed to a Mayor in the Municipal Ordinance.
9. **DEPUTY MAYOR OF THE COUNCIL**

The Deputy Mayor of the Council shall support the Mayor of the Council in all his/her duties and deputise for him/her in his/her absence.

10. **STANDING COMMITTEES**

The Council:-

10.1 shall operate a multi-committee system of 3 (THREE) Standing Committees to be named:-

the Corporate Services Committee

the Planning and Engineering Services Committee

the Community Services Committee,

on the following basis:-

10.1.1 the Standing Committees must consist of 10 (TEN) members, which vacancies must be filled in accordance with paragraph 7.3.1;

10.1.2 all Committees of the Council, including any occasional as well as the Executive Committee, shall comprise an equal number of members from each Group;

10.1.3 the Mayor and Deputy Mayor of the Council are ex officio members of all Standing Committees, but not of the Executive Committee, and shall not be deemed as permanent members of the Standing Committee in terms of paragraph 10.1.1;

10.1.4 a quorum of all Committees, including any occasional as well as the Executive Committee, shall comprise 50 % of the members plus 1 (ONE) member. The Mayor and Deputy Mayor attending a meeting ex officio shall be included for the purpose of determining a quorum;
10.1.5 each Committee with the exception of the Executive Committee shall elect its own Chairperson/Deputy Chairperson at its first meeting, provided that the two office bearers shall not be members of the same Group;

10.1.6 no Chairperson of any Committee, including the Executive Committee of the Council, shall have a casting vote;

10.1.7 the Council must assign each Councillor to at least 1 (ONE) of the Standing Committees excluding the Mayor and Deputy Mayor; and

10.1.8 should votes be equally divided in a Standing Committee when dealing with a delegated matter, the Chairperson of such Committee shall refer the matter under consideration to the Executive Committee which shall deal with the matter as fully and as effectively as could the applicable Standing Committee, provided that the matter be referred with a recommendation to the Council.

II. EXECUTIVE COMMITTEE

In addition to the Standing Committees as stipulated in paragraph 10, there shall be an Executive Committee comprising 6 (SIX) members which shall operate on the following basis:-

11.1 the Chairpersons of the 3 (THREE) Standing Committees plus 3 (THREE) additional members shall, subject to the stipulations of paragraphs 7.3.1 and 10.1.2, be elected by Council as members of the Executive Committee;

11.2 The Chairperson and Deputy Chairperson of the Executive Committee are elected by Council by means of a common majority provided that the two office bearers shall not be from the same Group;

11.3 it shall not be a Committee of first reference except when circumstances of exigency dictate, with the consent of the Chairperson and Deputy Chairperson of
the relevant Standing Committee and notwithstanding the provisions of paragraph 11.2, it may as a Committee of first reference, deal with the matter as fully and effectively as could the applicable Standing Committee;

11.4 all matters referred to the Council by a Standing Committee or other Committees of the Council, shall first be submitted to the Executive Committee for a decision on the formulation of a recommendation subject to the provisions of paragraph 11.3;

11.5 no matter shall be considered by the Council unless and until it has been referred to the Executive Committee for recommendation.

12. PORTFOLIOS

12.1 The Council's activities shall initially be divided into the following portfolios:-

12.1.1 General Administration and Emergency Services;
12.1.2 Finance and Constitutional Development;
12.1.3 Tourism and Technopark;
12.1.4 Personnel Services;
12.1.5 Fire and Traffic Services;
12.1.6 Forestry, Parks and Recreation;
12.1.7 Health Services;
12.1.8 Housing;
12.1.9 Engineering Services; and
12.1.10 Planning and Development.

12.2 A Chairperson and Deputy Chairperson of each portfolio shall be elected by the appropriate Standing Committee for each portfolio from each Group subject to the provisions of paragraph 7.3.1 read with paragraph 10.1.2.
12.3 The Standing Committees of Council shall effectively deal with the following portfolios:-

12.3.1 Corporate Services Committee - portfolios as per paragraphs 12.1.1 to 12.1.4.

12.3.2 Community Services Committee - portfolios as per paragraphs 12.1.5 to 12.1.8.

12.3.3 Planning and Engineering Services - portfolios stipulated as per paragraphs 12.1.9 and 12.1.10.

12.4 The Chairperson of each portfolio shall, in consultation with the Chairperson of the relevant Standing Committee submit his/her items during meetings of the applicable Standing Committee as stipulated in paragraph 10.

12.5 The Deputy Chairperson will substitute the Chairperson in his/her portfolio in the event of his/her absence.

12.6 In the absence of both the Chairperson and Deputy Chairperson, the Chairperson or Acting Chairperson of the applicable Standing Committee will submit the items.

12.7 The Portfolio Chairperson shall, in preparation for the meeting of the Standing Committee, where necessary, meet and liaise with the Deputy Chairperson and the applicable Departmental Head.

13. DECISION-MAKING PROCESS

The Council, Standing Committees and Executive Committee make decisions on the basis of concensus. Should concensus not be reached, decisions are made as follows:-

13.1 in the following matters a two-thirds majority of the full membership of Council shall be required:
13.1.1 any resolution pertaining to the budget, including and in no way limiting the generality of this statement, the fixing of property rates, levies, tariffs and service charges;

13.1.2 changes to the Rules of Order, Organisational Structures and Delegations of Authority as they apply/exist in respect of the jurisdiction of the Municipality of Stellenbosch immediately prior to the operative date and as amended by this agreement;

13.2 resolutions by Council pertaining to town planning shall be taken by a majority of its full membership, which shall not restrict its power to delegate any matter additional to those already delegated to a Standing Committee. Any resolution of a Standing Committee pertaining to town planning shall be taken by a majority of the full membership of such Committee in cases where they have been or may be delegated to such Committee;

13.3 in all other matters Council takes decisions by means of an ordinary or special decision as set out and required by the Municipal Ordinance and/or Rule of Order;

13.4 in all other cases the Standing Committee shall take decisions by a majority of votes of those members in attendance;

13.5 should the Executive Committee fail to reach consensus on any matter, the Committee must take a decision based on a two thirds majority of all the members of the Committee. Should the Committee, however, not attain the required majority, the matter will be referred to full Council for a final decision.

14. COUNCILLOR ALLOWANCES

The Mayor, Deputy Mayor and Councillors of the Council shall initially receive the present allowances received by the Mayor, Deputy Mayor and Councillors of the Municipality respectively, immediately prior to the operative date.
15. Employees

15.1 Employees of the additional local bodies, shall at the operative date, be transferred to the Municipality and shall take up employment with the Municipality on the same terms and conditions as those under which they presently serve, unless the employees consent to the contrary and subject to the stipulations of paragraphs 15.2 and 15.3 of this agreement;

15.2 As from the operative date, the employees referred to in Clause 15.1 hereof shall individually:

   15.2.1 be credited with all the vacational and sick leave for which sufficient proof can be submitted, standing to his/her credit with his/her previous employer;

   15.2.2 in respect of pensionable service performed in the service of his/her previous employer, be deemed to have performed that pensionable service in the service of the Council;

   15.2.3 in respect of any allegations of misconduct outstanding against him or her on the day prior to the operative date, be dealt with in terms of the conditions applicable to him or her whilst in the service of his/her previous employer, unless he/she consents to the contrary.

15.3 Any dispute which may arise from the operative date between the Municipality and its employees in respect of abovementioned transfers and any subsequent redeployment of employees of the Municipality to give effect to the spirit and letter of this agreement shall be referred to a Dispute Board as contemplated in Annexure "F" to this agreement.

15.4 That the Town Clerk be authorized to integrate the employees mentioned in paragraph 15.1 into one cost effective and efficient organisation within 3 (THREE) months of the operative date.
16. EMPOWERING LEGISLATION, BY-LAWS AND PROCEDURES

Irrespective of the incorporation of the additional local bodies:-

16.1 the legislation applicable to the Municipality on the day immediately preceding the operative date shall be applicable to the Municipality to the exclusion of any conflicting legislation which may have previously applied to any of the additional local bodies;

16.2 notwithstanding the provisions of paragraph 16.1 the By-laws, property tax and service charges applicable within the respective areas of the additional local bodies, on the day immediately preceding the operative date, shall continue to remain in full force and effect within the area as it was on the day preceding the operative date until repealed, amended, substituted or otherwise dealt with by the Council and Delegations of Authority to Committees and officials applicable on the date immediately preceding the operative date shall remain effective to the exclusion of any equivalent or conflicting provisions of any of the additional local bodies;

16.3 all things legally executed by or on the authority of any of the additional local bodies shall be and remain in full force and effect and binding on the Municipality.

17. CODE OF CONDUCT

In addition to being bound by the terms of the mandatory Code of Conduct in the Act -

17.1 every prospective member of the Council shall, before taking office as such, enter into an agreement with the Municipality on the terms and conditions as set out in Annexure "E" hereto;

17.2 every member of Council shall be obliged within 21 (TWENTY ONE) days of assuming office, to submit to the Town Clerk a declaration under oath, or affirmation, as provided for in the Justices of Peace and Commissioners of Oath
Act, 1963 (Act No 16 of 1963) fully disclosing all sources and/or bodies from which income is received as well as detail of fixed property possessed within the area of jurisdiction of the Council with a view to possible conflicting interests. Any subsequent change to the particulars contained in such declaration or affirmation, shall forthwith be conveyed in writing by the member of Council to the Town Clerk.

18. TRAINING

All Councillors shall:-

18.1 within 2 (TWO) months of assuming office, or such longer period as the Executive Committee may determine, undergo a structured orientation programme dealing inter alia with the functions and responsibilities of Councillors, budgetary principles and the operation of the Municipal organisation;

18.2 within 1 (ONE) month of the expiry of the period referred to in paragraph 18.1 submit to the Town Treasurer a certificate under the hand of the Town Clerk, certifying that he/she has satisfactorily participated in the said orientation programme, failing which payment of remuneration to such member will be suspended pending receipt by the Town Treasurer, of such a certificate.

In the event of a vacancy arising during the pre-interim phase and the vacancy is filled from the list of additional candidates as stipulated in paragraph 6 or otherwise filled, the stipulation of paragraphs 18.1 and 18.2 shall mutatis mutandis apply to such candidate from the date of filling of the vacancy.

19. LANGUAGE

All items and reports submitted to the Council, Executive Committee, Standing Committees and Occasional Committees shall be in the language in which it has been received or initiated. During meetings a member of the Council may speak in the official language of his/her choice.
ATTENDANCE OF OFFICIAL MEETINGS

For the sake of efficiency and in the public interest it will be expected of members of the Council to attend all meetings of the Council, Standing Committees and Executive Committee punctually in accordance with the following exposition of days and times of meetings:

20.1 Council Meetings

12 (TWELVE) meetings per annum being one per month and which, in order to facilitate the administrative programme, will take place on Tuesdays from 15:00 to approximately 19:00;

20.2 Executive Committee

24 (TWENTY FOUR) meetings per annum being 2 (TWO) per month, of which the first will be on a Tuesday from 14:00 to approximately 17:00, and the second on the Tuesday of the Council Meeting from 13:30 to 15:00.

20.3 Standing Committees

12 (Twelve) meetings per annum per Standing Committee being one (1) per month on Mondays or Tuesdays from 14:00 to approximately 17:00.

20.4 Unscheduled Special/Ad Hoc/Occasional Committee Meetings

Various unscheduled meetings will take place on other days of the month on agreed time, when necessary.
21. **INTERPRETATION**

In the interpretation of this agreement the English text shall apply, the masculine shall include the feminine and vice versa; the singular shall include the plural and vice versa; and the headings to the clauses are for information only and do not form part of this agreement.

THUS DONE AND SIGNED AT ___________________________ ON THIS ______
DAY OF ___________________________ 1994 FOR AND ON BEHALF OF THE AFRICAN
CHRISTIAN DEMOCRATIC PARTY

WITNESSES

1. ___________________________  
   SIGNATURE OF AUTHORISED RE-
   PRESENTATIVE OF THE AFRICAN
   CHRISTIAN DEMOCRATIC PARTY

2. ___________________________
THUS DONE AND SIGNED AT ___________________________ ON THIS _____
DAY OF ___________________ 1994 FOR AND ON BEHALF OF THE AFRICAN
NATIONAL CONGRESS

WITNESSES

1. ___________________________  ___________________________
   SIGNATURE OF AUTHORISED RE-
   PRESENTATIVE OF THE AFRICAN
   NATIONAL CONGRESS

2. ___________________________

THUS DONE AND SIGNED AT ___________________________ ON THIS _____
DAY OF ___________________ 1994 FOR AND ON BEHALF OF
CLOETESVILLE/IDAS VALLEY MANAGEMENT COMMITTEE

WITNESSES

1. ___________________________  ___________________________
   SIGNATURE OF AUTHORISED RE-
   PRESENTATIVE OF CLOETES-
   VILLE/IDAS VALLEY MANAGEMENT COMMITTEE

2. ___________________________
ON THIS 1994 FOR AND ON BEHALF OF THE DEMOCRATIC PARTY

WITNESSES

1. ____________________

   SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE DEMOCRATIC PARTY

2. ____________________

THUS DONE AND SIGNED AT ____________________ ON THIS _____
DAY OF ____________________ 1994 FOR AND ON BEHALF OF THE EIKESTAD RESIDENTS ASSOCIATION

WITNESSES

1. ____________________

   SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE EIKESTAD RESIDENTS ASSOCIATION

2. ____________________
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THUS DONE AND SIGNED AT ______________________ ON THIS ______
DAY OF ______________________ 1994 FOR AND ON BEHALF OF THE
JAMESTOWN AREA COMMITTEE

WITNESSES

1. ______________________
   SIGNATURE OF AUTHORISED RE-
   PRESENTATIVE OF THE JAMES-
   TOWN AREA COMMITTEE

2. ______________________

THUS DONE AND SIGNED AT ______________________ ON THIS ______
DAY OF ______________________ 1994 FOR AND ON BEHALF OF THE
JAMESTOWN CIVIC ASSOCIATION

WITNESSES

1. ______________________
   SIGNATURE OF AUTHORISED RE-
   PRESENTATIVE OF THE JAMES-
   TOWN CIVIC ASSOCIATION

2. ______________________
THUS DONE AND SIGNED AT __________________ ON THIS ______
DAY OF __________________ 1994 FOR AND ON BEHALF OF THE JOHANNESDAL MANAGEMENT COMMITTEE

WITNESSES

1. ___________________  
   SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE JOHANNESDAL MANAGEMENT COMMITTEE

2. ___________________  

THUS DONE AND SIGNED AT __________________ ON THIS ______
DAY OF __________________ 1994 FOR AND ON BEHALF OF THE JOHANNESDAL RATEPAYERS AND TENNANTS ASSOCIATION

WITNESSES

1. ___________________  
   SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE JOHANNESDAL RATEPAYERS AND TENNANTS ASSOCIATION

2. ___________________  

ON THIS ___________ 1994 FOR AND ON BEHALF OF THE KAYA MANDI TOWN COUNCIL

WITNESSES

1. __________________________

2. __________________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE KAYA MANDI TOWN COUNCIL

THUS DONE AND SIGNED AT ______________________ ON THIS _____
DAY OF ___________________ 1994 FOR AND ON BEHALF OF THE KLA PMUTS STEERING COMMITTEE

WITNESSES

1. __________________________

2. __________________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE KLA PMUTS STEERING COMMITTEE REPRESENTING KLA PMUTS SOUTH MANAGEMENT COMMITTEE, KLA PMUTS NORTH LOCAL AREA AND KLA PMUTS CIVICS
THUS DONE AND SIGNED AT ______________________ ON THIS _____
DAY OF __________________ 1994 FOR AND ON BEHALF OF THE KYLE-
MORE MANAGEMENT COMMITTEE

WITNESSES

1. ______________________ ______________________
   SIGNATURE OF AUTHORISED RE-
   PRESENTATIVE OF THE KYLEMORE
   MANAGEMENT COMMITTEE

2. ______________________

THUS DONE AND SIGNED AT ______________________ ON THIS _____
DAY OF __________________ 1994 FOR AND ON BEHALF OF THE KYLE-
MORE RATEPAYERS AND RESIDENTS ASSOCIATION

WITNESSES

1. ______________________
   SIGNATURE OF AUTHORISED RE-
   PRESENTATIVE OF THE KYLEMORE
   RATEPAYERS AND RESIDENTS AS-
   SOCIATION

2. ______________________
ON THIS 1994 FOR AND ON BEHALF OF THE NATIONAL PARTY

THUS DONE AND SIGNED AT ______________________ ON THIS ____ DAY OF __________________ 1994 FOR AND ON BEHALF OF THE NATIONAL PARTY

WITNESSES

1. ______________________
   SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE NATIONAL PARTY

2. ______________________

THUS DONE AND SIGNED AT ______________________ ON THIS ____
DAY OF __________________ 1994 FOR AND ON BEHALF OF THE PAN AFRICANIST CONGRESS OF AZANIA

WITNESSES

1. ______________________
   SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE PAN AFRICANIST CONGRESS OF AZANIA

2. ______________________
THUS DONE AND SIGNED AT ________________ ON THIS _____
DAY OF __________________ 1994 FOR AND ON BEHALF OF THE SOUTH
AFRICAN NATIONAL CIVIC ORGANISATION

WITNESSES

1. ____________________________

2. ____________________________

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE SOUTH
AFRICAN NATIONAL CIVIC ORGANI-
SATION

THUS DONE AND SIGNED AT ________________ ON THIS _____
DAY OF __________________ 1994 FOR AND ON BEHALF OF THE STELLEN-
BOSCH HOUSING ACTION COMMITTEE

WITNESSES

1. ____________________________

2. ____________________________

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE STELLEN-
BOSCH HOUSING ACTION COMMIT-
TEE
THUS DONE AND SIGNED AT ______________________ ON THIS ______
DAY OF ___________________ 1994 FOR AND ON BEHALF OF STELLEN-
BOSCH MUNICIPALITY

WITNESSES

1. ___________________________ ___________________________
   SIGNATURE OF AUTHORISED RE-
   PRESENTATIVE OF THE STELLEN-
   BOSCH MUNICIPALITY

2. ___________________________

THUS DONE AND SIGNED AT ______________________ ON THIS ______
DAY OF ___________________ 1994 FOR AND ON BEHALF OF STELLEN-
BOSCH RATEPAYERS ASSOCIATION

WITNESSES

1. ___________________________ ___________________________
   SIGNATURE OF AUTHORISED RE-
   PRESENTATIVE OF STELLENBOSCH
   RATEPAYERS ASSOCIATION

2. ___________________________
22. CERTIFICATION

I, GERHARDUS MATTHYS STRYDOM, in my capacity as Town Clerk do hereby certify that the terms and conditions contained in this agreement were duly and properly adopted by the negotiating forum for the Stellenbosch area.

This agreement has been drafted in Afrikaans and English, but only the English version has been signed.

__________________________   __________________________
DATE                        SIGNATURE

1994-11-21

$Form/JyaaB
<table>
<thead>
<tr>
<th>STATUTORY NOMINEES TO TRANSITIONAL LOCAL COUNCIL</th>
<th>STATUTÉRE GENOMINEERDES VIR PLAASLIKE ORGANGS-RAAD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cdr prof J Cawood 17 Forelle Crescent Die Boord 7600 Stellenbosch</td>
<td>Rdsl prof J Cawood Forellesingel 17 Die Boord 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mr GJ du Toit P O Box 7 7625 Klapmuts</td>
<td>Mnr GJ du Toit Posbus 7 7625 Klapmuts</td>
</tr>
<tr>
<td>Mr ER Gordon 69 Long Street Cloetesville 7600 Stellenbosch</td>
<td>Mnr ER Gordon Langstraat 69 Cloetesville 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mr P Hough 28 Lakay Street Tennantville 7600 Stellenbosch</td>
<td>Mnr P Hough Lakaystraat 28 Tennantville 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mr CP Jooste P O Box 2352 7601 Dennesig</td>
<td>Mnr CP Jooste Posbus 2352 7601 Dennesig</td>
</tr>
<tr>
<td>Cdr GP Lubbe D‘Ouwe Werf 30 Church Street 7600 Stellenbosch</td>
<td>Rdsl GP Lubbe D‘Ouwe Werf Kerkstraat 30 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mr AC Martin 58 Long Street Cloetesville 7600 Stellenbosch</td>
<td>Mnr AC Martin Langstraat 58 Cloetesville 7600 Stellenbosch</td>
</tr>
<tr>
<td>Cdr SM Mayekiso D 140 Monde Crescent Kaya Mandi 7600 Stellenbosch</td>
<td>Rdsl SM Mayekiso Monde Singel D 140 Kaya Mandi 7600 Stellenbosch</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Mr WJ Meyer</td>
<td>P O Box 89, 7681 Pniel</td>
</tr>
<tr>
<td>Clr MJ Mjandana</td>
<td>RSC Hostel, Kaya Mandi, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mr AN September</td>
<td>Williamsstraat 74, Cloetesville, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mr JT Swartz</td>
<td>P O Box 4085, Idas Valley, 7609 Stellenbosch</td>
</tr>
<tr>
<td>Rdsh dr EPS Taljaard</td>
<td>Seringlaan 22, Bo-Dalsig, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Clr JAM van Schoor</td>
<td>Unie Avenue, Uniepark, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Clr dr DJ Visser</td>
<td>Elberthastraat 24, Die Boord, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Rev S Adams</td>
<td>21 Bakker Street, Idas Valley, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mr JC Anthony</td>
<td>P O Box 219, 7625 Klapmuts</td>
</tr>
<tr>
<td>Mr D Carolissen</td>
<td>School Street, 7608 Kylemore</td>
</tr>
<tr>
<td>Mr CC Crowley</td>
<td>74 Rustenburg Road, Idas Valley, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Miss ND Hani</td>
<td>34 Masithandane Street, Kaya Mandi, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mr PJ Louw</td>
<td>12 Noble Street, Tennantville, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mr E Matyatya</td>
<td>54 Cedile Street, Kaya Mandi, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mr A Mentoor (Jnr)</td>
<td>P O Box 3244, 7602 Coetzenburg</td>
</tr>
<tr>
<td>Mr R Moses</td>
<td>P O Box 1352, 7599 Stellenbosch</td>
</tr>
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</table>

ANNEXURE B/AANHANGSEL B

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Ds S Adams</td>
<td>Bakkerstraat 21, Idasvallei, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mnr JC Anthony</td>
<td>Posbus 219, 7625 Klapmuts</td>
</tr>
<tr>
<td>Mnr D Carolissen</td>
<td>Skoolstraat, 7608 Kylemore</td>
</tr>
<tr>
<td>Mnr CC Crowley</td>
<td>Rustenburgweg 74, Idasvallei, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mej ND Hani</td>
<td>Masithandanestraat 34, Kaya Mandi, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mnr PJ Louw</td>
<td>Noblestraat 12, Tennantville, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mnr E Matyatya</td>
<td>Cedilestraat 54, Kaya Mandi, 7600 Stellenbosch</td>
</tr>
<tr>
<td>Mnr A Mentoor (Jnr)</td>
<td>Posbus 3244, 7602 Coetzenburg</td>
</tr>
<tr>
<td>Mnr R Moses</td>
<td>Posbus 1352, 7599 Stellenbosch</td>
</tr>
</tbody>
</table>
NON-STATUTORY NOMINEES TO TRANSITIONAL LOCAL COUNCIL

Mr MMM Ngcofe
86 Swartbooi Street
Kaya Mandi
7600 Stellenbosch

Mr MF Patel
94 Bloekom Avenue
Idas Valley
7600 Stellenbosch

Mr AG Royi
100 Luyola Street
Kaya Mandi
7600 Stellenbosch

Miss JM Simons
P O Box 1421
7599 Stellenbosch

Mr ME Swartz
10 Mengo Street
Kaya Mandi
7600 Stellenbosch

Mr MS Tolobisa
B 315 Ntshanga Close
Kaya Mandi
7600 Stellenbosch
## ADDITIONAL NOMINEES BY STATUTORY GROUP

STELLENBOSCH TOWN COUNCIL/CLOETESVILLE/IDAS VALLEY MANAGEMENT COMMITTEE/KAYA MANDI TOWN COUNCIL (IN ORDER OF PRIORITY)

| 1. | Cllr BF Lutz  
|    | 7 Park Street  
|    | 7600 Stellenbosch |
| 2. | Mrs F Osman  
|    | 71 Long Street  
|    | Cloetesville  
|    | 7600 Stellenbosch |
| 3. | Mr PG van Breda  
|    | 10 Lourens Street  
|    | Brandwacht  
|    | 7600 Stellenbosch |

**JAMESTOWN AREA COMMITTEE**

| 1. | Mr PJ van der Rheede  
|    | P.O. Box 2142  
|    | Dennesig  
|    | 7601 Stellenbosch |

## ANNEXURE C/AANHANGSEL C

C.1

## BYKOMENDE GENOMINEERDES DEUR DIE STATUTEREGROEP

MUNISIPALITEIT STELLENBOSCH/BESTUURSKOMITEE VAN CLOETESVILLE/-IDASVALLEI/DORPSRAAD VAN KAYA MANDI (IN PRIORITEITSWELLENGEORDEN)

| 1. | Rdsl BF Lutz  
|    | Parkstraat 7  
|    | 7600 Stellenbosch |
| 2. | Mev F Osman  
|    | Langstraat 71  
|    | Cloetesville  
|    | 7600 Stellenbosch |
| 3. | Mr PG van Breda  
|    | Lourensstraat 10  
|    | Brandwacht  
|    | 7600 Stellenbosch |

**JAMESTOWN GEBIEDSKOMITEE**

| 1. | Mr PJ van der Rheede  
|    | Posbus 2142  
|    | Dennesig  
<p>|    | 7601 Stellenbosch |</p>
<table>
<thead>
<tr>
<th>JOHANNESDAL MANAGEMENT COMMITTEE</th>
<th>JOHANNESDAL BESTUURSKOMITEE</th>
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<tbody>
<tr>
<td>1. Mr MJ Lackay</td>
<td>1. Mr MJ Lackay</td>
</tr>
<tr>
<td>P O Box 121</td>
<td>Posbus 121</td>
</tr>
<tr>
<td>7680 Groot Drakenstein</td>
<td>7680 Groot Drakenstein</td>
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<th>KLAPMUTS STEERING COMMITTEE</th>
<th>KLAPMUTS LOODSKOMITEE</th>
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<tbody>
<tr>
<td>1. Mr JL Wentzel</td>
<td>1. Mr JL Wentzel</td>
</tr>
<tr>
<td>P O Box 150</td>
<td>Posbus 150</td>
</tr>
<tr>
<td>7625 Klapmuts</td>
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</tbody>
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<table>
<thead>
<tr>
<th>KYLEMORE MANAGEMENT COMMITTEE</th>
<th>KYLEMORE BESTUURSKOMITEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mr PW Lawrence</td>
<td>1. Mr PW Lawrence</td>
</tr>
<tr>
<td>6 Brand Street</td>
<td>Brandstraat 6</td>
</tr>
<tr>
<td>7608 Kylemore</td>
<td>7608 Kylemore</td>
</tr>
<tr>
<td><strong>ADDITIONAL NON-STATUTORY NOMINEES</strong></td>
<td><strong>BYKOMENDE NIE-STATUTêRE GENOMINEERDES</strong></td>
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<tr>
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<tr>
<td><strong>AFRICAN NATIONAL CONGRESS (IN ORDER OF PRIORITY)</strong></td>
<td><strong>AFRICAN NATIONAL CONGRESS (IN PRIORITEITSVOLGORDE)</strong></td>
</tr>
</tbody>
</table>
| 1. Mr VH Carolissen  
53 Berg Sipres Street  
Cloetesville  
7600 Stellenbosch | 1. Mnr VH Carolissen  
Bergsiprestraat 53  
Cloetesville  
7600 Stellenbosch |
| 2. Mrs N Swartbooi  
77 Swartbooi Street  
Kaya Mandi  
7600 Stellenbosch | 2. Mev N Swartbooi  
Swartbooistraat 77  
Kaya Mandi  
7600 Stellenbosch |
| 3. Mrs M Renene  
69 Luyola Street  
Kaya Mandi  
7600 Stellenbosch | 3. Mev M Renene  
Luyolastraat 69  
Kaya Mandi  
7600 Stellenbosch |

<table>
<thead>
<tr>
<th><strong>JAMESTOWN ACTION GROUP/JAMESTOWN CIVIC ASSOCIATION</strong></th>
<th><strong>JAMESTOWN AKSIGROEP/JAMES TOWN BURGERLIKE VERENIGING</strong></th>
</tr>
</thead>
</table>
| 1. Mr HD Jooste  
P O Box 7032  
7599 Stellenbosch | 1. Mnr HD Jooste  
Posbus 7032  
7599 Stellenbosch |

<table>
<thead>
<tr>
<th><strong>JOHANNESDAL RATEPAYERS AND TENANTS ASSOCIATION</strong></th>
<th><strong>JOHANNESDAL BELASTINGBETALERS-EN HUURDERSVERENIGING</strong></th>
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</thead>
<tbody>
<tr>
<td>1. _______________________________________________</td>
<td>1. ___________________________________________________</td>
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<td>___________________________________________________</td>
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</tbody>
</table>
KLAPMUTS CIVICS

1. Mr M Everts
   P O Box 167
   7625 Klapmuts

KYLEMORE RATEPAYERS AND RESIDENTS ASSOCIATION

1. Mr R Williams
   4 Church Street
   7608 Kylemore

PAN AFRICANIST CONGRESS OF AZANIA (IN ORDER OF PRIORITY)

1. Mr D Mgabadeli
   5 Ntshanga Close
   Kaya Mandi
   7600 Stellenbosch

2. Miss NM Tolobisa
   15 Mengo Street
   Kaya Mandi
   7600 Stellenbosch

3. Ms SS Andreas
   37 Masithandane Street
   Kaya Mandi
   7600 Stellenbosch

KLAPMUTS CIVICS

1. Mr M Everts
   P O Box 167
   7625 Klapmuts

KYLEMORE BELASTINGBETALERS EN HUURDERSVERENIGING

1. Mr R Williams
   Kerkstraat 4
   7608 Kylemore

PAN AFRICANIST CONGRESS OF AZANIA (IN PRIORITEITSVOLGORDE)

1. Mr D Mgabadeli
   Ntshangastraat 5
   Kaya Mandi
   7600 Stellenbosch

2. Miss NM Tolobisa
   Mengostraat 15
   Kaya Mandi
   7600 Stellenbosch

3. Ms SS Andreas
   Masithandanestraat 37
   Kaya Mandi
   7600 Stellenbosch
SA NATIONAL CIVIC ORGANISATION

1. Mr WM Kalazana
   88 Swartbooi Street
   Kaya Mandi
   7600 Stellenbosch

STELLENBOSCH HOUSING ACTION COMMITTEE (IN ORDER OR PRIORITY)

1. Mr W Nel
   12 Parker Crescent
   Tennantville
   7600 Stellenbosch

2. Mr W Ortell
   50 Luckhoff Street
   Idas Valley
   7600 Stellenbosch
Agreement entered into and between

THE STELLENBOSCH TRANSITIONAL LOCAL COUNCIL

(hereinafter referred to as "the COUNCIL")

and

________________________ (hereinafter referred to as "the COUNCILLOR")

The COUNCILLOR hereby acknowledges having received a copy of the Code of Conduct, Schedule 7 to the Local Government Transition Act, 1993 (Act No. 209 of 1993), and that he/she is acquainted with the terms thereof.

The COUNCILLOR hereby agrees and undertakes that within 21 (TWENTY ONE) days of assuming office as such, he/she shall submit to the CHIEF EXECUTIVE/TOWN CLERK, a declaration under oath, or affirmation, as provided for in the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963), fully disclosing all sources and/or bodies from which income is received as well as details of fixed property possessed within the area of jurisdiction of the COUNCIL with a view to possible conflicting interest. Should any alteration in these details occur the COUNCILLOR must, accordingly, advise the CHIEF EXECUTIVE/TOWN CLERK in writing.

The COUNCILLOR and the COUNCIL agree that should the COUNCILLOR commit a material breach of the terms and conditions of this agreement, then the COUNCIL shall have the right to terminate his/her office as a COUNCILLOR of the COUNCIL.

Thus done and signed at STELLENBOSCH on this ________ day of ________________________ 19 ___.

WITNESSES:

1. __________________________

2. __________________________

________________________

CHIEF EXECUTIVE/TOWN CLERK

Thus done and signed at STELLENBOSCH on this ________ day of ________________________ 19 ___.

WITNESSES:

1. __________________________

2. __________________________

________________________

COUNCILLOR
Agreement entered into and between

THE STELLENBOSCH TRANSITIONAL LOCAL COUNCIL

(hereinafter referred to as the EMPLOYER)

and

1. 

2. 

(hereinafter referred to as the UNIONS).

The parties to this agreement agree:

1. to establish a Special Disputes Board to deal with any individual or group disputes which might arise from the transfer and the re-deployment of employees from the additional local bodies.

2(a) The parties shall by agreement appoint an Arbitrator. The Disputes Board shall consist of one (1) Arbitrator.

2(b) Should the agreement referred to in clause 2(a) not be reached within five (5) calendar days, the UNIONS shall nominate one representative and the EMPLOYER shall nominate one representative. The two representatives shall then by agreement appoint the Arbitrator.

3. The Disputes Board shall have the power to arbitrate, which arbitration shall be done in terms of the Arbitration Act, No 42 of 1965, as amended, but shall be entitled in the first instance to attempt mediation of any dispute. The decisions of
the Arbitrator shall be given in writing and shall be final and binding on the parties. The Board shall be obliged to furnish reasons for the decision taken.

4. The provisions of this agreement shall apply equally to disputes involving employees who are members of any of the UNIONS and employees who do not belong to any of the UNIONS.

5. Unless otherwise agreed, arbitration will only commence if an employee has submitted representation to the Chief Executive Officer/Town Clerk and the parties have failed to reach an agreement within twenty (20) days of receipt of representation.

Signed at STELLENBOSCH on the ___ day of _______________ 19__.

WITNESSES:
1. __________________

2. __________________ CHIEF EXECUTIVE OFFICER/TOWN CLERK
(REPRESENTING EMPLOYER)

Signed at STELLENBOSCH on the ___ day of _______________ 19__.

WITNESSES:
1. __________________

2. __________________ UNIONS