

AGREEMENT

WITH REFERENCE TO THE

GREATER STELLENBOSCH FORUM AREA

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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 Johannesburg, the Management Committee of Klappmuts South, the Management Committee of Kylemore, and the corporate entities of the local areas of Jamestown and Klappmuts 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.

11. 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 consensus. Should consensus 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 re-deployment 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.

20. 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 MANAGE-
MENT COMMITTEE

2. _____

THUS DONE AND SIGNED AT _____ ON THIS _____
DAY OF _____ 1994 FOR AND ON BEHALF OF THE DEMO-
CRATIC PARTY

WITNESSES

1. _____

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE DEMO-
CRATIC PARTY

2. _____

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

WITNESSES

1. _____

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE EIKESTAD
RESIDENTS ASSOCIATION

2. _____

THUS DONE AND SIGNED AT _____ ON THIS _____
DAY OF _____ 1994 FOR AND ON BEHALF OF THE FREEDOM
FRONT

WITNESSES

1. _____

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE FREEDOM
FRONT

2. _____

THUS DONE AND SIGNED AT _____ ON THIS _____
DAY OF _____ 1994 FOR AND ON BEHALF OF THE
JAMESTOWN ACTION GROUP

WITNESSES

1. _____

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE JAMES-
TOWN ACTION GROUP

2. _____

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 JOHAN-
NESDAL MANAGEMENT COMMITTEE

WITNESSES

1. _____

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE JOHANNES-
DAL MANAGEMENT COMMITTEE

2. _____

THUS DONE AND SIGNED AT _____ ON THIS _____
DAY OF _____ 1994 FOR AND ON BEHALF OF THE JOHAN-
NESDAL RATEPAYERS AND TENNANTS ASSOCIATION

WITNESSES

1. _____

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE JOHANNES-
DAL RATEPAYERS AND TENNANTS
ASSOCIATION

2. _____

THUS DONE AND SIGNED AT _____ ON THIS _____
DAY OF _____ 1994 FOR AND ON BEHALF OF THE KAYA
MANDI TOWN COUNCIL

WITNESSES

1. _____

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE KAYA
MANDI TOWN COUNCIL

2. _____

THUS DONE AND SIGNED AT _____ ON THIS _____
DAY OF _____ 1994 FOR AND ON BEHALF OF THE
KLAPMUTS STEERING COMMITTEE

WITNESSES

1. _____

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE KLAPMUTS
STEERING COMMITTEE REPRESENT-
ING KLAPMUTS SOUTH MANAGE-
MENT COMMITTEE, KLAPMUTS
NORTH LOCAL AREA AND KLAP-
MUTS CIVICS

2. _____

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. _____

THUS DONE AND SIGNED AT _____ ON THIS _____
DAY OF _____ 1994 FOR AND ON BEHALF OF THE NATIONAL
PARTY

WITNESSES

1. _____

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE 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 RE-
PRESENTATIVE 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. _____

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

2. _____

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

WITNESSES

1. _____

SIGNATURE OF AUTHORISED RE-
PRESENTATIVE OF THE STELLEN-
BOSCH HOUSING ACTION COMMIT-
TEE

2. _____

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

SForm/JayneB

ANNEXURE A/AANHANGSEL A

A.1

STATUTORY NOMINEES TO TRANSITIONAL LOCAL COUNCIL

Clr prof J Cawood
17 Forelle Crescent
Die Boord
7600 Stellenbosch

Mr GJ du Toit
P O Box 7
7625 Klappmuts

Mr ER Gordon
69 Long Street
Cloetesville
7600 Stellenbosch

Mr P Hough
28 Lakay Street
Tennantville
7600 Stellenbosch

Mr CP Jooste
P O Box 2352
7601 Dennesig

Clr GP Lubbe
D'Ouwe Werf
30 Church Street
7600 Stellenbosch

Mr AC Martin
58 Long Street
Cloetesville
7600 Stellenbosch

Clr SM Mayekiso
D 140 Monde Crescent
Kaya Mandi
7600 Stellenbosch

STATUTÊRE GENOMINEERDES VIR PLAASLIKE OORGANGS-RAAD

Rdsl prof J Cawood
Forellesingel 17
Die Boord
7600 Stellenbosch

Mnr GJ du Toit
Posbus 7
7625 Klappmuts

Mnr ER Gordon
Langstraat 69
Cloetesville
7600 Stellenbosch

Mnr P Hough
Lakaystraat 28
Tennantville
7600 Stellenbosch

Mnr CP Jooste
Posbus 2352
7601 Dennesig

Rdsl GP Lubbe
D'Ouwe Werf
Kerkstraat 30
7600 Stellenbosch

Mnr AC Martin
Langstraat 58
Cloetesville
7600 Stellenbosch

Rdsl SM Mayekiso
Monde Singel D 140
Kaya Mandi
7600 Stellenbosch

STATUTORY NOMINEES TO TRANSITIONAL LOCAL COUNCIL

STATUTêRE GENOMINEERDES VIR PLAASLIKE OORGANGS-RAAD

Mr WJ Meyer
P O Box 89
7681 Pniel

Mnr WJ Meyer
Posbus 89
7681 Pniel

Clr MJ Mjandana
RSC Hostel
Kaya Mandi
7600 Stellenbosch

Rdsl MJ Mjandana
RSC Hostel
Kaya Mandi
7600 Stellenbosch

Mr AN September
74 Williams Street
Cloetesville
7600 Stellenbosch

Mnr AN September
Williamsstraat 74
Cloetesville
7600 Stellenbosch

Mr JT Swartz
P O Box 4085
Idas Valley
7609 Stellenbosch

Mnr JT Swartz
Posbus 4085
Idasvallei
7609 Stellenbosch

Alderman dr EPS Taljaard
22 Sering Avenue
Upper Dalsig
7600 Stellenbosch

Rdsh dr EPS Taljaard
Seringlaan 22
Bo-Dalsig
7600 Stellenbosch

Clr JAM van Schoor
53 Unie Avenue
Uniepark
7600 Stellenbosch

Rdsl JAM van Schoor
Unielaan 53
Uniepark
7600 Stellenbosch

Clr dr DJ Visser
24 Elbertha Street
Die Boord
7600 Stellenbosch

Rdsl dr DJ Visser
Elberthastraat 24
Die Boord
7600 Stellenbosch

ANNEXURE B/AANHANGSEL B

B.1

NON-STATUTORY NOMINEES TO
TRANSITIONAL LOCAL COUNCILNIE-STATUTêRE GENOMINEER-
DES NA PLAASLIKE OOR-
GANGSRAAD

Rev S Adams
21 Bakker Street
Idas Valley
7600 Stellenbosch

Ds S Adams
Bakkerstraat 21
Idasvallei
7600 Stellenbosch

Mr JC Anthony
P O Box 219
7625 Klapmuts

Mnr JC Anthony
Posbus 219
7625 Klapmuts

Mr D Carolissen
School Street
7608 Kylemore

Mnr D Carolissen
Skoolstraat
7608 Kylemore

Mr CC Crowley
74 Rustenburg Road
Idas Valley
7600 Stellenbosch

Mnr CC Crowley
Rustenburgweg 74
Idasvallei
7600 Stellenbosch

Miss ND Hani
34 Masithandane Street
Kaya Mandi
7600 Stellenbosch

Mej ND Hani
Masithandanestraat 34
Kaya Mandi
7600 Stellenbosch

Mr PJ Louw
12 Noble Street
Tennantville
7600 Stellenbosch

Mnr PJ Louw
Noblestraat 12
Tennantville
7600 Stellenbosch

Mr E Matyatya
54 Cedile Street
Kaya Mandi
7600 Stellenbosch

Mnr E Matyatya
Cedilestraat 54
Kaya Mandi
7600 Stellenbosch

Mr A Mentoer (Jnr)
P O Box 3244
7602 Coetzenburg

Mnr A Mentoer (Jnr)
Posbus 3244
7602 Coetzenburg

Mr R Moses
P O Box 1352
7599 Stellenbosch

Mnr R Moses
Posbus 1352
7599 Stellenbosch

NON-STATUTORY NOMINEES TO
TRANSITIONAL LOCAL COUNCIL

NIE-STATUTêRE GENOMINEER-
DES NA PLAASLIKE OOR-
GANGSRAAD

Mr MMM Ngcofe
86 Swartbooi Street
Kaya Mandi
7600 Stellenbosch

Mnr MMM Ngcofe
Swartbooistraat 86
Kaya Mandi
7600 Stellenbosch

Mr MF Patel
94 Bloekom Avenue
Idas Valley
7600 Stellenbosch

Mnr MF Patel
Bloekomlaan 94
Idasvallei
7600 Stellenbosch

Mr AG Royi
100 Luyola Street
Kaya Mandi
7600 Stellenbosch

Mnr AG Royi
Luyolastraat 100
Kaya Mandi
7600 Stellenbosch

Miss JM Simons
P O Box 1421
7599 Stellenbosch

Mej JM Simons
Posbus 1421
7599 Stellenbosch

Mr ME Swartz
10 Mengo Street
Kaya Mandi
7600 Stellenbosch

Mnr ME Swartz
Mengostraat 10
Kaya Mandi
7600 Stellenbosch

Mr MS Tolobisa
B 315 Ntshanga Close
Kaya Mandi
7600 Stellenbosch

Mnr MS Tolobisa
Ntshangastraat B 315
Kaya Mandi
7600 Stellenbosch

ANNEXURE C/AANHANGSEL C

C.1

ADDITIONAL NOMINEES BY STATUTORY
GROUP

BYKOMENDE GENOMINEERDES DEUR
DIE STATUTêRE GROEP

STELLENBOSCH TOWN COUNCIL/CLOE-
TESVILLE/IDAS VALLEY MANAGEMENT
COMMITTEE/KAYA MANDI TOWN COUN-
CIL (IN ORDER OF PRIORITY)

MUNISIPALITEIT STELLENBOSCH/BE-
STUURSKOMITEE VAN CLOETESVILLE/
IDASVALLEI/DORPSRAAD VAN KAYA
MANDI (IN PRIORITEITSVOLGORDE)

1. Clr BF Lutz
7 Park Street
7600 Stellenbosch

1. Rdsl BF Lutz
Parkstraat 7
7600 Stellenbosch

2. Mrs F Osman
71 Long Street
Cloetesville
7600 Stellenbosch

2. Mev F Osman
Langstraat 71
Cloetesville
7600 Stellenbosch

3. Mr PG van Breda
10 Lourens Street
Brandwacht
7600 Stellenbosch

3. Mnr PG van Breda
Lourensstraat 10
Brandwacht
7600 Stellenbosch

JAMESTOWN AREA COMMITTEE

JAMESTOWN GEBIEDSKOMITEE

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

1. Mnr PJ van der Rheede
Posbus 2142
Dennesig
7601 Stellenbosch

JOHANNESDAL MANAGEMENT COMMITTEE

1. Mr MJ Lackay
P O Box 121
7680 Groot Drakenstein

JOHANNESDAL BESTUURSKOMITEE

1. Mnr MJ Lackay
Posbus 121
7680 Groot Drakenstein

KLAPMUTS STEERING COMMITTEE

1. Mr JL Wentzel
P O Box 150
7625 Klappmuts

KLAPMUTS LOODSKOMITEE

1. Mnr JL Wentzel
Posbus 150
7625 Klappmuts

KYLEMORE MANAGEMENT COMMITTEE

1. Mr PW Lawrence
6 Brand Street
7608 Kylemore

KYLEMORE BESTUURSKOMITEE

1. Mnr PW Lawrence
Brandstraat 6
7608 Kylemore

ANNEXURE D/AANHANGSEL D

D.1

ADDITIONAL NON-STATUTORY NOMINEES

BYKOMENDE NIE-STATUTêRE GENOM-
NEERDES

AFRICAN NATIONAL CONGRESS (IN
ORDER OF PRIORITY)

AFRICAN NATIONAL CONGRESS (IN
PRIORITEITSVOLGORDE)

1. Mr VH Carolissen
53 Berg Sipres Street
Cloetesville
7600 Stellenbosch
2. Mrs N Swartbooi
77 Swartbooi Street
Kaya Mandi
7600 Stellenbosch
3. Mrs M Renene
69 Luyola Street
Kaya Mandi
7600 Stellenbosch

1. Mnr VH Carolissen
Bergsipresstraat 53
Cloetesville
7600 Stellenbosch
2. Mev N Swartbooi
Swartbooistraat 77
Kaya Mandi
7600 Stellenbosch
3. Mev M Renene
Luyolastraat 69
Kaya Mandi
7600 Stellenbosch

JAMESTOWN ACTION GROUP/JAMESTOWN
CIVIC ASSOCIATION

JAMESTOWN AKSIEGROEP/JAMES TOWN
BURGERLIKE VERENIGING

1. Mr HD Jooste
P O Box 7032
7599 Stellenbosch

1. Mnr HD Jooste
Posbus 7032
.7599 Stellenbosch

JOHANNESDAL RATEPAYERS AND TEN-
NANTS ASSOCIATION

JOHANNESDAL BELASTINGBETALERS-
EN HUURDERSVERENIGING

1. _____

1. _____

KLAPMUTS CIVICS

1. Mr M Everts
P O Box 167
7625 Klapmuts

KLAPMUTS CIVICS

1. Mnr M Everts
Posbus 167
7625 Klapmuts

KYLEMORE RATEPAYERS AND RESIDENTS
ASSOCIATION

1. Mr R Williams
4 Church Street
7608 Kylemore

KYLEMORE BELASTINGBETALERS EN
HUURDERSVERENIGING

1. Mnr R Williams
Kerkstraat 4
7608 Kylemore

PAN AFRICANIST CONGRESS OF AZANIA
(IN ORDER OF PRIORITY)

1. Mr D Mgabadi
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

PAN AFRICANIST CONGRESS OF
AZANIA (IN PRIORITEITSVOLGORDE)

1. Mnr D Mgabadi
Ntshangastraat 5
Kaya Mandi
7600 Stellenbosch
2. Mej NM Tolobisa
Mengostraat 15
Kaya Mandi
7600 Stellenbosch
3. Me SS Andreas
Masithandanestraat 37
Kaya Mandi
7600 Stellenbosch

SA NATIONAL CIVIC ORGANISATION

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

SA NATIONAL CIVIC ORGANISATION

1. Mnr WM Kalazana
Swartbooistraat 88
Kaya Mandi
7600 Stellenbosch

STELLENBOSCH HOUSING ACTION COM-
MITTEE (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

STELLENBOSCH HOUSING ACTION COM-
MITTEE (IN PRIORITEITSVOLGORDE)

1. Mnr W Nel
Parkersingel 12
Tennantville
7600 Stellenbosch
2. Mnr W Ortell
Luckhoffstraat 50
Idasvallei
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

F.1

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