

**REPORT OF THE PUBLIC PROTECTOR IN TERMS OF SECTION 182(1)(b) OF THE  
CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996 AND SECTION 8(1) OF  
THE PUBLIC PROTECTOR ACT, 1994**



**PUBLIC PROTECTOR  
SOUTH AFRICA**

**REPORT No. 18 of 2018/19**

**ISBN No 978-1-928366-75-1**

*“Allegations of maladministration in the matter between Mr Kagiso Samuel Kamanyane  
and Others and the Dr Ruth Segomotsi District Municipality”*

**REPORT ON AN INVESTIGATION INTO ALLEGATIONS OF FAILURE BY THE DR RUTH  
SEGOMOTSI MOMPATI DISTRICT MUNICIPALITY TO SUBMIT THE COMPLAINANTS’  
NAMES TO THE CAPE JOINT RETIREMENT FUND FOR THE PURPOSE OF RECEIVING  
ADDITIONAL BENEFITS SUBSEQUENT TO THEIR TRANSFER FROM THE  
MUNICIPALITY TO THE DEPARTMENT OF PUBLIC WORKS AND ROADS IN JULY 2001**

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## **1. EXECUTIVE SUMMARY**

- 1.1 This is my report issued in terms of section 182(1)(b) of the Constitution of the Republic of South Africa, 1996 (Constitution), and section 8(1) of the Public Protector Act, 1994 (Public Protector Act).
- 1.2 The complaint was resolved through mediation and conciliation, in terms of section 6(4)(b)(i) of the Public Protector Act.
- 1.3 My findings and remedial actions are as a result of the outcome of the mediation and conciliation process.
- 1.4 The report relates to an investigation into the alleged failure by the Dr Ruth Segomotsi Mompoti District Municipality, formerly known as Bophirima District Municipality (the Municipality), to submit the names of 26 former employees of the Municipality to the Cape Joint Retirement Fund (the Fund) for the purposes of receiving additional benefits subsequent to their transfer to the Department of Public Works and Roads in July 2001.

## **2. THE COMPLAINT**

- 2.1 The complaint was lodged with my office on 21 April 2015 by Mr Kagiso Samuel Kamanyane, Mr Jabu Mayedwa, Mr James Kgopisi and Mr Sepopo Seemane representing all 26 affected individuals (the Complainants) as they appear on the list attached to this Report. The Complainants are former employees of the Municipality. They alleged that:
  - 2.1.1 In July 2001 they were transferred to the Department of Public Works and Roads from the Municipality;

- 2.1.2 Severance packages were paid out by the Fund to all the transferred employees in 2005. However, in September 2007 the Fund received instructions from the then Bophirima District Municipality to make additional payments to employees, as per a list compiled by the Municipality, following the outcome of a Court case (case no. 5241/04) in the matter between *Independent Municipal and Allied Trade Union (IMATU), Bophirima District Municipality and the Cape Joint Retirement Fund*; and
- 2.1.3 Subsequent to receipt of the monies from the Municipality in October 2008, the Fund proceeded with payment of the additional benefits to specific individuals as per the list received from the Municipality to the exclusion of the Complainants.
- 2.2 In the main, the Complainants alleged that the Municipality unduly omitted to submit their names to the Fund for the purposes of receiving additional benefits subsequent to their transfer to the Department of Public Works and Roads in July 2001 and as a result of such failure they suffered prejudice.

### **3. ANALYSIS OF THE COMPLAINT**

- 3.1 On analysis of the complaint, the following issues were identified and investigated:
- 3.1.1 Whether the Municipality unduly omitted to submit the Complainants' names to the Cape Joint Retirement Fund for the purposes of receiving additional benefits subsequent to their transfer to the Department of Public Works and Roads in July 2001; and
- 3.1.2 Whether the Complainants were improperly prejudiced by the Municipality's conduct under the circumstances.

#### 4. POWERS AND JURISDICTION OF THE PUBLIC PROTECTOR

4.1 The Public Protector is an independent constitutional body established under section 181(1)(a) of the Constitution to strengthen constitutional democracy through investigating and redressing improper conduct in state affairs.

4.2 Section 182(1) of the Constitution provides that:

*“The Public Protector has the power as regulated by national legislation –*

- (a) to investigate any conduct in state affairs, or in the public administration in any sphere of government, that is alleged or suspected to be improper or to result in any impropriety or prejudice;*
- (b) to report on that conduct; and*
- (c) to take appropriate remedial action.”*

4.3 Section 182(2) directs that the Public Protector has additional powers and functions prescribed by legislation.

4.4 The Public Protector is further mandated by the Public Protector Act to investigate and redress maladministration and related improprieties in the conduct of state affairs.

4.5 In terms of section 6(4)(b)(i) of the Public Protector Act provide that *“the Public Protector shall, be competent to endeavor, in his or her sole discretion, to resolve any dispute or rectify any act or omission by mediation, conciliation or negotiation”*

4.6 In *Economic Freedom Fighters v Speaker of the National Assembly and Others: Democratic Alliance v Speaker of the National Assembly and Others* the Constitutional Court per Mogoeng CJ held that the remedial action taken by the Public Protector has a binding effect.<sup>1</sup> The Constitutional Court further held that: *“When remedial action is*

<sup>1</sup> [2016] ZACC 11; 2016 (3) SA 580 (CC) and 2016 (5) BCLR 618 (CC) at para [76].

*binding, compliance is not optional, whatever reservations the affected party might have about its fairness, appropriateness or lawfulness. For this reason, the remedial action taken against those under investigation cannot be ignored without any legal consequences.”<sup>2</sup>*

4.7 The Municipality is an organ of state and its conduct amounts to conduct in state affairs, as a result the matter falls within the ambit of my mandate. Accordingly, I have the power and jurisdiction to investigate and take appropriate remedial action in the matter under investigation.

## **5 THE INVESTIGATION**

### **5.1 Methodology**

5.1.1 The investigation was conducted in terms of section 182(1)(a) of the Constitution and sections 6 and 7 of the Public Protector Act.

5.1.2 The Public Protector Act confers on me the sole discretion to determine how to resolve a dispute of alleged improper conduct or maladministration. Section 6 of the Public Protector Act authorises me to resolve a matter or remedy an act or omission through appropriate dispute resolution (ADR) measures such as conciliation, mediation and negotiation.

5.1.3 The complaint was classified as an Early Resolution matter capable of resolution by way of a conciliation or mediation process in line with section 6(4)(b)(i) of the Public Protector Act in order to help the parties reach a settlement.

5.1.4 The outcome of the mediation was for the Complainants to consider the offer made by the Municipality i.e. 60% of individual members' gross benefits from the Fund plus a

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<sup>2</sup> *Supra* at para [73].

once off 15.5% interest. The Complainants agreed to the offer as is reflected in the table below:

| No. | Mno.  | Surname     | Join Date | Exit Date | Member share | Portion of Investment Reserve payable | Gross benefit (before Late payment Interest and deductions) | 60% of gross benefit before deductions | 15,5% once-off Interest | Total      |
|-----|-------|-------------|-----------|-----------|--------------|---------------------------------------|---|--|-------------------------|------------|
| 1   | 65563 | Kamanyane   | 19960401  | 20050319  | 38,318.87    | 7,280.59                              | 45,599.46   | 27,359.68                              | 4,240.75                | 31,600.43  |
| 2   | 37715 | Kgopisi     | 19870901  | 20050228  | 202,342.70   | 36,421.69                             | 238,764.39  | 143,258.63                             | 22,205.09               | 165,463.72 |
| 3   | 61894 | Khantutang  | 19941116  | 20050228  | 54,095.46    | 9,737.18                              | 63,832.64   | 38,299.58                              | 5,936.44                | 44,236.02  |
| 4   | 62624 | Khasu       | 19950301  | 20050517  | 38,914.06    | 5,058.83                              | 43,972.89   | 26,383.73                              | 4,089.48                | 30,473.21  |
| 5   | 21896 | Lelala      | 19820101  | 20050319  | 129,635.66   | 24,630.78                             | 154,266.44  | 92,559.86                              | 14,346.78               | 106,906.64 |
| 6   | 56348 | Links       | 19930201  | 20050228  | 78,279.12    | 14,090.24                             | 92,369.36   | 55,421.62                              | 8,590.35                | 64,011.97  |
| 7   | 71718 | Mabone      | 19981001  | 20050228  | 23,881.48    | 4,298.67                              | 28,180.15   | 16,908.09                              | 2,620.75                | 19,528.84  |
| 8   | 62678 | Mahura      | 19950301  | 20050228  | 51,405.78    | 9,253.04                              | 60,658.82   | 36,395.29                              | 5,641.27                | 42,036.56  |
| 9   | 64036 | Moamoqwa    | 19950901  | 20050319  | 58,621.22    | 11,138.03                             | 69,759.25   | 41,855.55                              | 6,487.61                | 48,343.16  |
| 10  | 57283 | Mogapi      | 19930701  | 20050228  | 58,441.15    | 10,519.41                             | 68,960.56   | 41,376.34                              | 6,413.33                | 47,789.67  |
| 11  | 66799 | Mongala     | 19961016  | 20050228  | 40,044.90    | 7,208.08                              | 47,252.98   | 28,351.79                              | 4,394.53                | 32,746.32  |
| 12  | 59035 | Moreke      | 19940117  | 20050228  | 106,751.25   | 19,215.23                             | 125,966.48  | 75,579.89                              | 11,714.88               | 87,294.77  |
| 13  | 64556 | Mosialele   | 19951016  | 20041231  | 77,643.11    | 12,422.90                             | 90,066.01   | 54,039.61                              | 8,376.14                | 62,415.74  |
| 14  | 63294 | Motswana    | 19950601  | 20050319  | 45,818.99    | 8,705.61                              | 54,524.60   | 32,714.76                              | 5,070.79                | 37,785.55  |
| 15  | 65565 | Ngwako      | 19960401  | 20050319  | 36,965.76    | 7,023.49                              | 43,989.25   | 26,393.55                              | 4,091.00                | 30,484.55  |
| 16  | 61893 | Phakedi     | 19941128  | 20050228  | 57,307.02    | 10,315.26                             | 67,622.28   | 40,579.37                              | 6,288.87                | 46,862.24  |
| 17  | 66836 | Riet        | 19961016  | 20050228  | 40,044.90    | 7,208.08                              | 47,252.98   | 28,351.79                              | 4,394.53                | 32,746.32  |
| 18  | 73164 | Seemane     | 19990503  | 20050228  | 70,461.86    | 9,864.66                              | 80,326.52   | 48,195.91                              | 7,470.37                | 55,666.28  |
| 19  | 32347 | Serelsho    | 19851101  | 20050319  | 89,870.68    | 17,075.43                             | 106,946.11  | 64,167.67                              | 9,945.99                | 74,113.65  |
| 20  | 73388 | van Tonder  | 19990601  | 20040131  | 61,559.71    | 9,233.96                              | 70,793.67   | 42,476.20                              | 6,583.81                | 49,060.01  |
| 21  | 47782 | Vena        | 19900701  | 20050319  | 86,911.77    | 16,513.24                             | 103,425.01  | 62,055.01                              | 9,618.53                | 71,673.53  |
| 22  | 61896 | Gabanathake | 19941116  | 20050319  | 51,149.33    | 9,718.37                              | 60,867.70   | 36,520.62                              | 5,660.70                | 42,181.32  |
| 23  | 50228 | Mayedwa     | 19940701  | 20050318  | 59,233.05    | 11,254.28                             | 70,487.33   | 42,292.40                              | 6,555.32                | 48,847.72  |
| 24  | 69821 | Dorfling    | 19980101  | 20050228  | 169,001.54   | 30,420.28                             | 199,421.82  | 119,653.09                             | 18,546.23               | 138,199.32 |
| 25  | 65562 | Itumeleng   | 19960401  | 20020726  | 35,747.98    | -                                     | 36,747.98   | 22,048.79                              | 3,417.56                | 25,466.35  |
| 26  | 73042 | Setepe      | 19990407  | 20041211  | 70,350.72    | 16,180.67                             | 86,531.39   | 51,918.83                              | 8,047.42                | 59,966.25  |
|     |       |             |           |           |              |                                       | <b>1,295,151.64</b>   | <b>194,272.75</b>                      | <b>1,489,424.39</b>     |            |

5.1.5 The acceptance of the Municipality's offer by the Complainants was relayed to the Municipality, but initially the Municipality breached the agreement by failing to formally enter into a settlement agreement with the Complainants. Thereafter, I resolved to proceed with a formal investigation.

5.1.6 The process involved sourcing and analysing documents, correspondence, interviews and examination of regulatory instruments, including constitutional provisions, legislation, regulations, relevant court decisions and applicable previous Public Protector Decisions or *Touchstones*.

5.1.7 I issued a notice in terms of section 7(9)(a) of the Public Protector Act to the Municipality to relay my intended findings and the appropriate remedial action. The Municipality responded by requesting that I consider the initial offer of resolving the matter through the signing a settlement agreement referred to in paragraph 5.1.4 above. The request was communicated to the Complainants who accepted. I therefore acceded to such a request.

## **5.2 Approach to the investigation**

5.2.1 Like every Public Protector investigation, the investigation was approached using an enquiry process that seeks to find out:

- a) What happened?
- b) What should have happened?
- c) Is there a discrepancy between what happened and what should have happened and does that deviation amount to maladministration?
- d) In the event of maladministration what would it take to remedy the wrong or to place the Complainants as close as possible to where they would have been, but for the maladministration or improper conduct?

5.2.2 The question regarding what happened is resolved through a factual enquiry relying on the evidence provided by the parties and independently sourced during the investigation. In this particular case, the factual enquiry primarily focused on whether or not the Municipality improperly or unduly omitted to submit the Complainants' names to the Fund for the purposes of receiving additional benefits subsequent to their transfer to the Department of Public Works and Roads in July 2001.

5.2.3 The enquiry regarding what should have happened, focuses on the applicable legal prescripts that regulate the standard that should have been met by the Municipality to prevent improper conduct and/or maladministration as well as prejudice.

5.2.4 The enquiry regarding the remedy or remedial action seeks to explore options for redressing the consequences of maladministration. Where a complainant has suffered prejudice, the idea is to place him or her as close as possible to where he or she would have been had the Municipality or organ of state complied with the regulatory framework setting the applicable standards for good administration.



## 6. THE APPLICABLE LEGAL PRESCRIPTS

6.1 Key laws and policies taken into account to determine if there had been maladministration by the Municipality and prejudice to the Complainants were principally those imposing administrative standards that should have been complied with by the Municipality or its officials when it excluded their names in the list that was submitted to the Fund. The following key legislation influenced the process followed in this report:

### 6.1.1 Section 195(1) of the Constitution:

(a) The section provides for principles of good administration in all spheres of government. The Municipality's conduct thus needs to be tested against these administrative principles. The following are, amongst others, provisions of section 195(1):

“

*(1) Public administration must be governed by democratic values and principles enshrined in the Constitution, including the following principles:*

- (a) A high standard of professional ethics must be promoted and maintained;*
- (b) ...;*
- (c) ...;*
- (d) People's needs must be responded to.*
- (e) ....;*
- (f) Public administration must be accountable;*
- (g) Transparency must be fostered by providing the public with timely, accessible and accurate information...”*

- (b) Similarly, section 6(1) of the Local Government: Municipal Systems Act 32 of 2000 provides that a municipality's administration is governed by the democratic values and principles embodied in section 195(1) of the Constitution.
- (c) The Municipality was expected to maintain a high standard of professional ethics when it dealt with the Complainants' matter. It was further expected of the Municipality to ensure that it responded to the Complainants' correspondence when they enquired about progress in their matter. Transparency would be fostered if the Municipality responded promptly to the Complainants' correspondence.

## **7. MEDIATION AND CONCILIATION**

- 7.1 Having considered the evidence at hand against the above regulatory framework, I decided to resolve the matter through a mediation and conciliation process in accordance with section 6(4)(b)(i) of the Public Protector Act.
- 7.2 The outcome of the above-mentioned mediation and conciliation is recorded in the attached Settlement Agreement, facilitated by my office and concluded between the Complainants, duly represented by Mr Sepopo Seemane, and the Municipality, duly represented by Mr Jerry Mononela in his capacity as the Municipal Manager.

## **8 FINDINGS AND REMEDIAL ACTION**

- 8.1 The Settlement Agreement concluded between the Complainants and the Municipality, in accordance with section 6(4)(b)(i) of the Public Protector Act, constitutes my findings and remedial action and are therefore legally binding on all the parties to the Settlement Agreement.
- 8.2 The appropriate remedial action that I am taking, in accordance with the above-mentioned Settlement Agreement, as contemplated in section 182(1)(c) of the Constitution, is the following:

- 8.2.1 The Municipal Manager is directed to effect payment to all the 26 Complainants, in accordance with clause 2.1 of the Settlement Agreement, signed between the Dr Ruth Segomotsi District Municipality and the Complainants on 26 August 2018;
- 8.2.2 The Municipal Manager must, within 30 working days of publication of this Report, identify all other affected employees or former employees who are not the complainants herein and calculate their benefits; and
- 8.2.3 The Municipal Manager must, within 15 working days of determining the benefits payable to all identified employees or former employees, in terms of paragraph 8.2.2 above, pay 60% of each member's gross benefits from the Cape Joint Consolidated Retirement Fund plus 15.5% interest therein. The 15.5% interest must be calculated from the exit date to date of payment.

## 9 MONITORING

- 9.1 The Municipal Manager must submit to my office, an **Implementation Report** of the remedial action contained in paragraph 8.2.1 within 7 working days of publication of this Report.
- 9.2 The Municipal Manager must submit, for my approval, an **Implementation Plan** of the remedial action contained in paragraphs 8.2.2 and 8.2.3 above, within 14 working days of publication of this Report.
- 9.3 The submission of the Implementation Plan and the implementation of my remedial actions shall, in the absence of a court order, be complied with, within the period prescribed in my Report to avoid being in contempt of the Public Protector.



ADV BUSISIWE MKHWEBANE  
PUBLIC PROTECTOR OF THE  
REPUBLIC OF SOUTH AFRICA  
DATE: 15/10/2018



**PUBLIC PROTECTOR  
SOUTH AFRICA**

*Accountability • Integrity • Responsiveness  
Justice • Good Governance*

# **SETTLEMENT AGREEMENT**

(In accordance section 6(4)(b)(i) of the Public Protector Act, 1994)

Entered into between

**MR KAGISO SAMUEL KAMANYANE AND OTHER  
COMPLAINANTS AS LISTED IN ANNEXURE "A"  
ATTACHED HERETO**

(Hereinafter referred to as the "Complainants")

And

**DR RUTH SEGOMOTSI MOMPATI DISTRICT MUNICIPALITY**

Herein represented by **Mr Jerry Mononela** in his capacity as the **Municipal  
Manager** and duly authorized hereto

(Hereinafter referred to as "The Municipality")

**PREAMBLE**



**WHEREAS** sections 181(1)(b) and 182 of the Constitution of the Republic of South Africa, Act 108 of 1996 (Constitution), provide for the establishment of the office of Public Protector and that the Public Protector has the power, as regulated by the Public Protector Act, 1994 (Public Protector Act), to investigate any conduct in state affairs, or in the public administration in any sphere of government, that is alleged or suspected to be improper or to have resulted in any impropriety or prejudice, to report on that conduct and to take appropriate remedial action, in order to strengthen and support constitutional democracy in the Republic;

**WHEREAS** the vision of the Public Protector South Africa is to be a trusted, effective and accessible Public Protector that correct administrative wrongs and consistently acts with integrity to ensure fair, accountable and responsive decision making, service and good governance in all state affairs and public administration in any sphere of government;

**WHEREAS** the mission of the Public Protector South Africa is to strengthen constitutional democracy in pursuit of our constitutional mandate by investigating, rectifying and redressing any improper or prejudicial conduct in state affairs and resolving related disputes through mediation, conciliation, negotiation and other measures to ensure fair, responsive and accountable public sector decision-making and service delivery;

**WHEREAS** the Public Protector is empowered, in terms of section 6(4)(b)(i) of the Public Protector Act, to resolve any dispute or rectify any act or omission by mediation, conciliation or negotiation;

**WHEREAS** any finding, point of view or recommendation and any report issued by the Public Protector shall be open to the public, unless the Public Protector is of the opinion that exceptional circumstances require that the report be kept confidential;

  
M-B 

**AND WHEREAS**, the parties, after due considerations, have determined to resolve any dispute or rectify any act or omission relating to or arising out of, or concerning the allegations of improper or prejudicial conduct by the Municipality, pursuant to the terms and conditions enumerated hereafter;

**1. COMPLAINT**

1.1 The Public Protector received a complaint from the Complainants, who alleged the following:



1.1.1 In July 2001 they were transferred to the Department of Public Works and Roads from the Municipality;

1.1.2 Severance packages were paid out by the Fund to all the transferred employees in 2005. However, in September 2007 the Fund for Local Government received instructions from the then Bophirima District Municipality to make additional payments to employees, as per a list compiled by the Municipality, following the outcome of a Court case (case no. 5241/04) in the matter between *Independent Municipal and Allied Trade Union (IMATU) v Bophirima District Municipality and the Cape Joint Retirement Fund*; and

1.1.3 Subsequent to receipt of the monies from the Municipality in October 2008, the Fund proceeded with payment of the additional benefits to specific individuals as per the list received from the Municipality to the exclusion of the Complainants; and

1.2 Having considered the evidence uncovered during the investigation of the aforesaid complaint, the Public Protector has decided to resolve or rectify an act or omission under the matter being investigated through mediation and conciliation, in accordance with section 6(4)(b)(i) of the Public Protector Act.

**2. NOW THEREFORE**, the parties have agreed to resolve any dispute or rectify any act or omission as follows:

  
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2.1 The Municipal Manager commits to effect payment of 60% of each member's gross benefits from the Cape Joint Consolidated Retirement Fund plus once off 15.5% interest to the individual Complainants as per the list below within 30 working days from the date of this Settlement Agreement:

| No. | Mno.  | Surname     | Join Date | Exit Date | Member share | Portion of investment Reserve payable | Gross benefit (before late payment interest and deductions) | 60% of gross benefit before deductions | 15.5% once-off interest | Total        |
|-----|-------|-------------|-----------|-----------|--------------|---------------------------------------|---|--|-------------------------|--------------|
| 1   | 65563 | Kemanyane   | 19960401  | 20050319  | 38,318.87    | 7,280.59                              | 45,599.46   | 27,359.68                              | 4,240.75                | 31,600.43    |
| 2   | 37715 | Kgopisi     | 19870901  | 20050228  | 202,942.70   | 96,421.69                             | 238,764.99  | 143,258.63                             | 22,205.09               | 165,463.72   |
| 3   | 61894 | Khantutang  | 19941116  | 20050228  | 54,095.46    | 9,797.18                              | 69,892.64   | 38,299.58                              | 5,996.44                | 44,296.02    |
| 4   | 62624 | Khasu       | 19950301  | 20050517  | 38,814.06    | 5,058.83                              | 49,872.89   | 26,388.73                              | 4,089.48                | 30,478.21    |
| 5   | 21896 | Lelela      | 19820101  | 20050319  | 129,635.66   | 24,630.78                             | 154,266.44  | 92,559.86                              | 14,546.78               | 106,906.64   |
| 6   | 56348 | Unis        | 19930201  | 20050228  | 78,279.32    | 14,090.24                             | 92,369.56   | 55,421.62                              | 8,590.35                | 64,011.97    |
| 7   | 71738 | Mabone      | 19981001  | 20050228  | 23,981.48    | 4,298.67                              | 28,180.15   | 16,908.09                              | 2,820.79                | 19,528.84    |
| 8   | 62678 | Mahura      | 19950301  | 20050228  | 51,405.78    | 9,259.04                              | 60,664.82   | 36,395.29                              | 5,841.27                | 42,036.56    |
| 9   | 64096 | Moamowa     | 19950901  | 20050919  | 58,621.22    | 11,138.09                             | 69,759.25   | 41,838.55                              | 6,487.61                | 48,346.16    |
| 10  | 57289 | Mogapi      | 19930701  | 20050228  | 58,441.15    | 10,519.41                             | 68,960.56   | 41,576.34                              | 6,413.33                | 47,989.67    |
| 11  | 66799 | Mongala     | 19961016  | 20050228  | 40,044.90    | 7,208.08                              | 47,252.98   | 28,351.79                              | 4,394.53                | 32,746.32    |
| 12  | 59035 | Moreke      | 19940117  | 20050228  | 106,751.25   | 19,715.23                             | 126,466.48  | 75,579.89                              | 11,714.88               | 87,294.77    |
| 13  | 64556 | Mzilele     | 19951016  | 20041231  | 77,843.11    | 12,422.90                             | 90,266.01   | 54,039.61                              | 8,376.14                | 62,415.74    |
| 14  | 63734 | Motswane    | 19950901  | 20050319  | 45,818.99    | 8,705.61                              | 54,524.60   | 32,714.76                              | 5,070.79                | 37,785.55    |
| 15  | 65665 | Ngwako      | 19960401  | 20050319  | 36,865.76    | 7,023.49                              | 43,889.25   | 26,398.55                              | 4,091.00                | 30,489.55    |
| 16  | 61993 | Phakedi     | 19941128  | 20050228  | 57,907.02    | 10,815.26                             | 67,722.28   | 40,579.57                              | 6,288.27                | 46,867.84    |
| 17  | 66936 | Riet        | 19961016  | 20050228  | 40,044.90    | 7,208.08                              | 47,252.98   | 28,351.79                              | 4,394.53                | 32,746.32    |
| 18  | 73164 | Seemane     | 19990903  | 20050228  | 70,461.86    | 9,864.86                              | 80,326.72   | 48,195.91                              | 7,470.37                | 55,666.28    |
| 19  | 32847 | Serasho     | 19851201  | 20050319  | 89,870.68    | 17,075.43                             | 106,946.11  | 64,167.67                              | 8,845.89                | 74,113.69    |
| 20  | 73388 | van Tonder  | 19990601  | 20040131  | 61,559.71    | 9,233.96                              | 70,793.67   | 42,476.20                              | 6,589.81                | 49,066.01    |
| 21  | 47782 | Vena        | 19900701  | 20050319  | 86,911.77    | 16,513.24                             | 103,425.01  | 62,055.01                              | 9,618.53                | 71,673.53    |
| 22  | 61896 | Gabenathake | 19941116  | 20050319  | 51,149.33    | 9,718.37                              | 60,867.70   | 36,520.62                              | 5,660.70                | 42,181.32    |
| 23  | 60228 | Mayerdwa    | 19940701  | 20050319  | 39,233.05    | 11,254.28                             | 70,487.33   | 42,292.40                              | 6,553.92                | 48,846.32    |
| 24  | 69821 | Dorffling   | 19981011  | 20050228  | 169,001.54   | 30,420.28                             | 199,421.82  | 119,653.09                             | 18,546.23               | 138,199.32   |
| 25  | 65562 | Isameleng   | 19960401  | 20020726  | 36,747.88    | -                                     | 36,747.98   | 22,048.79                              | 3,417.56                | 25,466.35    |
| 26  | 73042 | Selepe      | 19990407  | 20041211  | 70,350.72    | 15,180.67                             | 85,531.39   | 51,918.83                              | 8,047.42                | 59,966.25    |
|     |       |             |           |           |              |                                       |   | 1,295,151.64                           | 194,272.75              | 1,489,424.39 |

2.2 The Municipal Manager must identify all other affected employees or former employees who are not the Complainants referred to in paragraph 2.1 above and calculate their benefits within 30 working days from the date of this Settlement Agreement. The Municipal Manager must, within 15 working days of determining the benefits payable to all identified employees or former employees, pay 60% of each member's gross benefits from the Cape Joint Consolidated Retirement Fund plus 15.5% interest therein. The 15.5% interest must be calculated from the exit date to the date of payment for all the affected employees, including those referred to in paragraph 2.1 above.


2.3 This Settlement Agreement shall be incorporated into the Public Protector's final Report on the investigation conducted and shall form part of the remedial action.

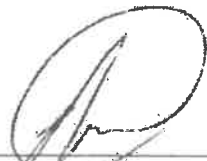
- 3 The parties agree that this Settlement Agreement constitutes the findings and remedial actions of the Public Protector, in terms of section 182(1) of the Constitution.

THUS SIGNED and DATED at VRYBURG on this the 26 day of AUGUST 2018

AS WITNESSES:

1.

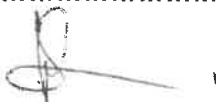
  
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For and on behalf of the Organ  
of State: J. MONONELA  
in his capacity as the  
MUNICIPAL MANAGER

2.

  
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SEPOPO SEEMAME  
For and on behalf of the  
**Complainants**

  
\_\_\_\_\_

Facilitated by SJ. Keelme  
for and on behalf of the **Public Protector**, in  
his capacity as the **Provincial Representative**  
North West