



MANTSOPA

LOCAL MUNICIPALITY

(Incorporating Ladybrand, Tweespruit, Excelsior, Hobhouse & Thaba Patchoa)
(As from 6 December 2000)

Head Office

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Tel: 051-9640010

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File no.:

TA Motshoikha

Contact Person:

31 August 2011

HEAD OF THE DEPARTMENT
COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
P.O. Box 211
Bloemfontein
9300

Attention: Mr. Kopung Ralikontsane

SUBMISSION OF THE FINAL PERFORMANCE AGREEMENTS, PERFORMANCE PLANS AND SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLANS (SDBIP) FOR MANTSOPA LOCAL MUNICIPALITY (2011/2012 FINANCIAL YEAR)

Dear Sir/Madam,

The contents of this letter refers,

Attached please find the final Performance Agreements, Performance Plans and Service Delivery Budget and Implementation Plan (SDBIP) for 2011/2012 financial year as required in terms of section 69 (3) (a) (b) of the Local Government: Municipal Finance Management Act no 56 of 2003.

In line with the above we have attached herewith copies of the following for your attention:

- (1) Performance Agreement, Performance Plan and Service Delivery and Budget Implementation Plan (SDBIP) for the (Acting) Municipal Manager;
- (2) Performance Agreement, Performance Plan and Service Delivery and Budget Implementation Plan (SDBIP) for the Chief Financial Officer;
- (3) Performance Agreement, Performance Plan and Service Delivery and Budget Implementation Plan (SDBIP) for the Director Corporate Services; and
- (4) Performance Agreement, Performance Plan and Service Delivery and Budget Implementation Plan (SDBIP) for the (Acting) Director Technical Services.

I hope you will find the attached documents in order.

Yours in faithfully


SM Selepe
(ACTING) MUNICIPAL MANAGER

PERFORMANCE AGREEMENT: MANTSOPA LOCAL MUNICIPALITY'S DIRECTOR CORPORATE SERVICES

MANTSOPA LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**MANTSOPA LOCAL MUNICIPALITY
AS REPRESENTED BY THE (ACTING) MUNICIPAL
MANAGER**

SM SELEPE

AND

FA MHLONGO

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2011 - 30 JUNE 2012

FA
SM
MM
[Signatures]

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

Mantsopa local Municipality herein represented by **SM Selepe** in his/her capacity as **(Acting) Municipal Manager** (Hereinafter referred to as the **Employer** or Supervisor)

And

FA Mhlongo: Employee of the Municipality (hereinafter referred to as the **Director Corporate Services**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

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

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

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

FA Mhlongo
SM Selepe
SW
MN

- 2.5 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on 01 July 2011 and will remain in force until 30 June 2012 thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

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

5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employer**, management and municipal staff of the **Employer**.
- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.
- 5.3 The **Employer** will consult the **Employee** about the specific performance standards that will be included in the performance management system as applicable to the **Employee**.
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The **Employee's** assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	100%
Municipal Institutional Development and Transformation	
Local Economic Development (LED)	
Municipal Financial Viability and Management	
Good Governance and Public Participation	
Total	100%

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

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

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

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -

6.1.1 The standards and procedures for evaluating the **Employee's** performance; and

6.1.2 The intervals for the evaluation of the **Employee's** performance.

6.2 Despite the establishment of agreed intervals for evaluation, the **Employer** may in addition review the **Employee's** performance at any stage while the contract of employment remains in force.

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

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6.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.

6.5 The annual performance appraisal will involve:

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

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

6.5.2 Assessment of the CCRs

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

6.5.3 Overall rating

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

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

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

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

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

- 6.7.1 Executive Mayor or Mayor;
- 6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
- 6.7.4 Mayor and/or municipal manager from another municipality; and
- 6.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.

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

- 6.8.1 Municipal Manager;
- 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 6.8.4 Municipal manager from another municipality.

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

7. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter	July 2011 – September 2011
Second quarter	October 2011 – December 2011
Third quarter	January 2012 – March 2012
Fourth quarter	April 2012 – June 2012

- 7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.
- 7.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.
- 7.5 The **Employer** may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the **Employee** will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall –
- 9.1.1 Create an enabling environment to facilitate effective performance by the employee;
 - 9.1.2 Provide access to skills development and capacity building opportunities;
 - 9.1.3 Work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
 - 9.1.4 on the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
 - 9.1.5 make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

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

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

10.1.2 Commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and

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

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

11. MANAGEMENT OF EVALUATION OUTCOMES

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

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

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

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

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

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

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

12. DISPUTE RESOLUTION

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

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

12.1.2 any other person appointed by the MEC.

12.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

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

13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Employer**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus done and signed at LADYBRAND on this the 22 day of July 2011

AS WITNESSES:

1. [Signature]

2. [Signature]

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
Employee

[Signature]
Municipal Municipal

PERFORMANCE PLAN: MANTSOPA LOCAL MUNICIPALITY'S DIRECTOR CORPORATE SERVICES

PERFORMANCE PLAN

DIRECTOR CORPORATE SERVICES

2011/2012 FINANCIAL YEAR

MANTSOPA LOCAL MUNICIPALITY

Annexure A

PERFORMANCE PLAN

Entered into by and between

[SELBY MOHALERWA SELEPE]

["the Employer"]

And

[FINDAH ABSALOM MHLONGO]

["the Employee"]

FA
S.Y
mm
B

1. Purpose

The performance plan defines the Council's expectations of the Director Corporate Service's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

2. Key responsibilities

The following objects of local government will inform the Director Corporate Service's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3. Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

- 3.1 Municipal Transformation and Organisational Development.
- 3.2 Infrastructure Development and Service Delivery.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

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Key Performance Area	Weight	Key Performance Indicator	Baseline	Target	Source of evidence	Progress on date of review	Corrective Measures to be taken	Evaluation Panel Score 12345
Institutional Transformation and Organisational Development	60%	Number of Corporate directorate management meetings held according to schedule	12	12	Proof of Corporate Directorate management meetings held available for inspection			
		Signed performance contracts	4	4	Copies of performance contracts concluded with managers of the Corporate Directorate available for inspection			
		Concluded performance assessment meetings	4	4	Proof of performance assessment meetings available for inspection			
		Review of the organisational structure	1	Annually	Copy of Organisational Structure and Council Resolution available for inspection			
		Review of the HRM strategy	1	Annually	Copy of reviewed HRM strategy and copy of council resolution available for inspection			
		Conducting an annual skills audit	2011/2012	1	Proof of annual skills audit performed available for inspection			
		Compiling a work place skill plan by July annually.	2011/2012	July 2011	Copy of work skills plan compiled available for inspection			
		Compiling an annual implementation report by January annually.	2011/2012	January 2012	Copy of annual implementation report submitted to LGSETA available for inspection			
		Development and adoption of the skill development strategy by skills development committee.	New KPI	1	Copy of skills development strategy adopted by skills development committee available for inspection			
		Increase the number of people from designated groups appointed	0.5%	0.5%	Proof of designated groups appointed representing 0.5% available for inspection			





Good Governance	40%	Conducting employment equity awareness programmes	12	4	Proof of employment equity awareness programmes conducted available for inspection			
		Reducing the number of procedural dispute at the CCMA and SALGBC	2 employees	2 employee 5	Proof in reduction of procedural dispute at CCMA and SALGBC available for inspection			
		Conducting one meeting per month of the LLF	12	12	Proof that at least one LLF meeting are held per month available for inspection			
		Policy document signed by LLF	1	1	Copy of signed policy by LLF available for inspection			
		Develop and implement employee wellness policy	Draft policy	Draft policy	Copy of wellness policy, council resolution and implementation plan available for inspection			
		Approval of the performance management policy by Council	0	1	Copy of PMS policy and council resolution available for inspection			
		Continuous maintenance of the network	On going	On going	Proof of maintenance conducted to the network available for inspection			
		Monitor the implementation of the IT policy	IT policy	IT policy	Copy of implementation plan for IT policy			
		By-laws revised or new sets drafted to the impact on sustainable development of the municipality	4	4	Copies of by-laws drafted and copy of council resolution available for inspection			
		Civil and criminal claims cases attended to and ensuring the proper protection of the municipality interest	4	4	Proof of civil and criminal cases attended to ensure protection of the municipality interest			
		Number of items proposed	Submitted	Submitted	Copies of items proposed by EXCO			







		by EXCO approved by council		d	approved by council available for inspection	
		Number of EXCO meetings held according to schedule	5	5	Proof of EXCO meetings held according to schedule available for inspection	
		Number of EXCO agenda items where decision are taken	5	5	Copies of agenda items where decisions are taken available for inspection	
		Number of actions agreed in EXCO meeting followed up next meeting	Per minutes	Per minutes	Proof actions agreed in EXCO meetings followed up in the next EXCO available for inspection	
		Distribution of council agendas within 48 hours.	48 Hrs	48 Hrs	Proof of council agendas distributed within 48 hours available for inspection	
		Number of section 79 committees that sits according schedule	9	9	Proof of section 79 committee meetings that sits according schedule available for inspection	
		Minutes of meetings produced and circulated soon after the meeting	11	11	Copies of minutes circulated soon after the meeting available for inspection	
		Number of council meetings that sits according to schedule	11	11	Proof of council meeting that sits according schedule available for inspection	
		Establishment of section 79 committees to enhance the oversight role of councillors and to take active role in decision making.	9	9	Proof of section 79 committees established to enhance oversight of council and to take active role in decision making available for inspection	
		Councillors have access to relevant information	17	17	Proof of councillors that have access to relevant information available for inspection	
		Capacity of councillors enhanced	17	17	Proof of councillors capacitated available for inspection	






Key Performance Area	Weight	Key Performance Indicator	Baseline	Target	Source of evidence	Progress on date of review	Corrective Measures to be taken	Evaluation Panel Score 12345
Community Services	100%	Number of campaigns held	4	4	Proof of campaigns held available for inspection			
		Number of families relocated	25	25	Proof of families relocated in the event of disasters available for inspection			
		Number of inspections conducted	32	32	Proof of inspections conducted available for inspection			
		Number of disaster plan reviewed	1	1	Copy of disaster plan and council resolution available for inspection			
Disaster Management		Number of beneficiaries identified per town	2300	2300	Proof of beneficiaries identified per town available for inspection			
		Number of ha identified at Tweespruit	2ha	2ha	Proof of ha identified in Tweespruit available for inspection			
		Number of ha identified at Ladybrand	4ha	4ha	Proof of number of ha identified in Ladybrand available for inspection			
		Number of ervens planned: 1 Tweespruit 2 Ladybrand	380 800	380 800	Proof of number of ervens planned for Tweespruit and Ladybrand available for inspection			
Housing		Number of cemeteries planned	2	2	Proof of cemeteries planned available for inspection			
		Number of traffic fines issued	60	60	Copies of traffic fines issued available for inspection			
		Number of spot checks conducted	24	24	Proof of spot checks conducted available for inspection			
		Transport forum established	1	1	Proof of Tourism forum established available for inspection			
Traffic		Time taken to respond to request	48 hrs	48 hrs	Proof of time taken to respond available for inspection			





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Libraries	Number of complaints received from the public				Proof of number of complaints received from public available for inspection			
	Number of books received after follow up				Proof of books received after follow up available for inspection			
	Number of complaints resolved within seven days				Proof of complaints received resolved within seven days available for inspection			
	Number of fines issued for late return of books				Proof of number of fines issued for late return of books available for inspection			

Signed and accepted by Director Corporate Services:

Date: 22/07/2011

Signed by the Municipal Manager on behalf of Mantsopa Local Municipality:

Date: 22/07/2011



**PERSONAL DEVELOPMENT PLAN:
MANTSOPA LOCAL MUNICIPALITY'S
DIRECTOR CORPORATE SERVICE'S OFFICE**

PERSONAL DEVELOPMENT PLAN

MUNICIPALITY:

INCUMBENT:

SALARY:

JOB TITLE:

REPORT TO:

MANTSONA LOCAL MUNICIPALITY
FINBAH ABSALOM MHLONGODIRECTOR CORPORATE SERVICES
MUNICIPAL MANAGER

1. What are the competencies required for this job (refer to competency profile of job description)?

Human Resource Management and Development, Communication and Report Writing, People Management and Leadership, Policy development and Implementation, Legal Services, Project Management, Labour Relations.

2. What competencies from the above list, does the job holder already possess?

All of the above.

3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)

CPMP, Skills development and Implementation of
WSP, Performance Management (Advanced).

4. Actions/Training interventions to address the gaps/needs

Masters in Public Management left with dissertation

5. Indicate the competencies required for future career progression/development

CPMD
Advanced Performance Management
Financial Training for Non-Financial Managers

6. Actions/Training interventions to address future progression

Skills Development and Implementation of WSP
Performance Management (Advanced)
CPMD

Financial Training for Non-Financial Managers

7. Comments/Remarks of the incumbent

As the Local Government is going to be professionalised it is therefore imperative to have training on CPMD which is a programme designed for municipalities in order to perform better and improved skills and expertise.

8. Comments/Remarks of the supervisor

Agreed upon

Signature:



Supervisor:

SM SECRETE

Date:

22/07/2011

Signature:



Incumbent:

F. A. Mthembu

Date:

22/07/2011

Date of next review:

**2011/2012 MANTSOPA LOCAL MUNICIPALITY
SDBIP: DIRECTOR CORPORATE SERVICE'S
OFFICE**

SERVICE DELIVERY BUDGET AND IMPLEMENTATION PLAN

**2011/2012 SERVICE DELIVERY AND BUDGET
IMPLEMENTATION PLAN**

[DIRECTOR CORPORATE SERVICE'S OFFICE]

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1. Introduction

This document provides for the annual submission of the Service Delivery and Budget Implementation Plan (SDBIP) as required in terms of the Municipal Finance Management Act. It should be read in conjunction with the Municipality's Integrated Development Plan (IDP), Budget and Strategic Business Unit Business Plans for the financial year 2011/2012.

The SDBIP give effect to the Integrated Development Plan (IDP) and budget of the municipality therefore the IDP and budget must be fully aligned with each other, as required by the MFMA. The SDBIP provides the vital link between the mayor, council (executive) and the administration, and facilitates the process for holding management accountable for its performance.

The SDBIP serves as a "contract" between the administration, council and community expressing the goals and objectives set by the council as quantifiable outcomes that can be implemented by the administration over the next twelve months. This provides the basis for measuring performance in service delivery against end-of-year targets and implementing the budget.

2. Legislative Framework in terms of MFMA

The Municipal Finance Management Act (MFMA) of 2003 is aimed to secure sound and sustainable management of the financial affairs of municipalities and to establish treasury norms and standards through continually promoting transparency, participation and accountability of municipalities.

The MFMA requires that municipalities prepare a Service Delivery and Budget Implementation Plan as a strategic financial management tool to ensure that budgetary decisions that are adopted by municipalities for the financial year are aligned with their Integrated Development Plan Strategy.

According to section 1 of the Act a service delivery and budget implementation plan means a detailed plan approved by the mayor of a municipality in terms of section 53(1)(c)(ii) for implementing the municipality's delivery of municipal services and its annual budget, and which must indicate-

- (a) Projections for each month of the year
 - (i) Revenue to be collected, by source; and
 - (ii) Operational and capital expenditure, by vote;
- (b) Service delivery targets and performance indicators for each quarter;
- (c) Any other matter that may be prescribed, and includes any revisions of such plan by the Mayor in terms of section 54(1)(c);

In terms of section 53 (3) of the Local Government: Municipal Finance Management Act (MFMA) No.56 of 2003. The Mayor must ensure-

- (a) that the revenue and expenditure projections for each month and the service delivery targets and performance indicators for each quarter, as set out in the service delivery and budget implementation plan, are made public no later than 14 days after the approval of the service delivery and budget implementation plan; and
- (b) that the performance agreements of the municipal manager, senior managers and any other categories of officials as may be prescribed, are made public no later than 14 days after the approval of the municipality's service delivery and budget implementation plan. Copies of such performance agreements must be submitted to the council and the MEC for local government in the province.

3. The SDBIP Concept

The SDBIP is a management, implementation and monitoring tool that will assist the mayor, councillors, municipal manager, senior managers and community. It will facilitate the accountable role that managers hold to the Council and that Councillors hold to the community. It also fosters the management, implementation and monitoring of the budget, the performance of senior management and the achievement of the strategic objectives as laid out in the IDP.

Whilst the budget sets yearly service delivery and budget targets (revenue and expenditure per vote), it is imperative that in-year mechanisms are able to measure performance and progress on a continuous basis. Hence, the end-of-year targets must be based on quarterly and monthly targets, and the municipal manager must ensure that the budget is built around quarterly and monthly information. Being a start-of-year planning and target tool, the SDBIP gives meaning to both in-year reporting in terms of section 71 (monthly reporting), section 72 (mid-year report) and end-of-year annual reports.

4. Components of the SDBIP

- Monthly projections of revenue to be collected for each source;
- Monthly projections of expenditure (operating and capital) and revenue for each vote; and
- Quarterly projections of service delivery targets and performance indicators for each vote.

A) Revenue and Expenditure Projections

Monthly projections of revenue by vote

Description	Jul R(0)	Aug R(0)	Sep R(0)	Oct R(0)	Nov R(0)	Dec R(0)	Jan R(0)	Feb R(0)	Mar R(0)	Apr R(0)	May R(0)	Jun R(0)	Budget Year 2011/2012	Budget Year 2012/2013	Budget Year 2013/2014
Council	471	-	-	-	471	-	-	-	-	471	-	-	1,413	1,500	1,650
Municipal Manager	1,843	-	-	-	1,843	-	-	-	-	1,843	-	0.00	5,529	5,860	6,446
Technical Services	6,881	8,531	8,331	7,681	8,281	6,931	7,681	7,581	6,581	6,581	6,731	6,484	88,275	105,659	129,007
Corporate Services	6,000	-	-	-	6,000	-	-	-	-	4,331	-	[0]	16,331	16,077	17,685
Financial Services	21,790	-	-	-	17,000	-	-	-	-	16,175	-	(123)	54,842	58,263	64,089
Total revenue by Vote	38,985	8,531	8,331	7,681	33,595	6,931	7,681	7,581	6,581	29,401	6,731	6,361	187,359	218,817	248,872

Monthly Projections of expenditure by vote

Description	Jul R(0)	Aug R(0)	Sep R(0)	Oct R(0)	Nov R(0)	Dec R(0)	Jan R(0)	Feb R(0)	Mar R(0)	Apr R(0)	May R(0)	Jun R(0)	Budget Year 2011/2012	Budget Year 2012/2013	Budget Year 2013/2014
Council	636	636	636	636	636	636	636	636	636	636	636	636	7,627	8,390	9,229
Municipal Manager	461	461	461	461	461	461	461	461	461	461	461	711	5,779	6,357	6,993
Technical Services	6,800	6,750	6,800	6,500	6,400	6,400	6,500	6,700	6,800	7,200	6,750	6,804	80,404	91,229	100,352
Corporate Services	1,363	1,363	1,363	1,363	1,363	1,363	1,363	1,363	1,363	1,363	1,363	1,115	16,112	17,596	19,236
Financial Services	3,179	3,179	3,179	3,179	3,179	3,179	3,179	3,179	3,179	3,179	3,179	2,867	37,832	41,615	45,777
Total Expenditure by Vote	12,439	12,368	12,438	12,138	12,038	12,038	12,138	12,338	12,438	12,838	12,388	12,133	147,754	165,187	181,586

Monthly Projections of Revenue by Source

Description	Budget Year 2011/2012												Medium Term and Expenditure Framework			
	Jul R(0)	Aug R(0)	Sep R(0)	Oct R(0)	Nov R(0)	Dec R(0)	Jan R(0)	Feb R(0)	Mar R(0)	Apr R(0)	May R(0)	Jun R(0)	Budget Year 2011/2012	Budget Year 2012/2013	Budget Year 2013/2014	
Property rates	910	910	910	910	910	910	910	910	910	910	910	910	10,919	12,011	13,212	
Property rates – penalties & collection charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Service charges – electricity revenue	3,000	2,850	2,550	2,400	2,200	2,250	2,200	2,200	2,300	2,500	2,850	672	27,972	35,000	42,000	
Service charges – water revenue	1,500	1,800	1,900	1,900	2,200	2,300	2,300	2,200	1,900	1,700	1,500	1,478	22,678	24,287	25,987	
Service charges – sanitation revenue	1,516	1,516	1,516	1,516	1,516	1,516	1,516	1,516	1,516	1,516	1,516	1,516	18,197	19,486	20,850	
Service charges – refuse revenue	865	865	865	865	865	865	865	865	865	865	865	865	10,395	12,671	30,080	
Service charges – other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Rental of facilities and equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest earned – external investments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest earned – outstanding debtors	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenue	23,095	1,016	1,016	1,016	20,855	1,016	1,016	1,016	1,016	20,855	1,016	(71,838)	1,095	1,204	1,325	
Total Revenue by source	30,886	8,959	8,759	8,609	28,548	8,859	8,809	8,709	8,509	28,348	8,659	8,739	166,390	187,359	219,877	

Monthly Projections of Expenditure by Vote

Description	Budget Year 2011/2012												Medium Term and Expenditure Framework		
	Jul R(0)	Aug R(0)	Sep R(0)	Oct R(0)	Nov R(0)	Dec R(0)	Jan R(0)	Feb R(0)	Mar R(0)	Apr R(0)	May R(0)	Jun R(0)	Budget Year 2011/2012	Budget Year 2012/2013	Budget Year 2013/2014
Employee related cost	4,150	4,150	4,150	4,150	4,150	4,150	4,150	4,150	4,150	4,150	4,150	4,150	49,801	54,781	60,260
Remuneration of councillors	-	-	-	-	-	-	-	-	-	-	-	-	3,897	4,287	4,715
Debt impairment	-	-	-	-	-	-	-	-	-	-	-	-	5,655	6,220	6,812
Depreciation & asset impairment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Finance charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bulk purchase	2,500	2,400	2,200	2,000	1,800	1,800	1,800	1,800	2,200	2,300	2,400	2,520	25,720	32,830	35,275
Other material	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contracted services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers and grants	-	-	12	-	-	116	-	-	11	-	-	260	598	3,000	3,300
Other expenditure	5,174	5,174	5,174	5,174	5,174	5,174	5,174	5,174	5,174	5,174	5,174	5,174	-	-	-
Loss on disposal of PPE	-	-	-	-	-	-	-	-	-	-	-	-	62,083	64,869	71,244
Total expenditure	11,824	11,724	11,536	11,324	11,124	11,440	11,124	11,124	11,535	11,624	11,724	21,655	147,754	165,187	181,586
Surplus/(deficit)	19,064	(2,765)	(2,777)	(2,715)	17,424	(2,581)	(2,315)	(2,415)	(3,026)	16,724	(3,065)	(12,915)	18,636	22,172	37,291
Transfers recognised - capital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions recognised - capital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributed assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Surplus/(Deficit) after capital transfers & contributions	19,064	(2,765)	(2,777)	(2,715)	17,424	(2,581)	(2,315)	(2,415)	(3,026)	16,724	(3,065)	(12,915)	18,636	22,172	37,291
Taxation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Attributable to minorities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Share of surplus/(deficit) of associate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-Surplus/(Deficit)	19,064	(2,765)	(2,777)	(2,715)	17,424	(2,581)	(2,315)	(2,415)	(3,026)	16,724	(3,065)	(12,915)	18,636	22,172	37,291

B) 1st Quarterly Projections of Service Delivery Targets and Performance Indicators for each Vote
Directorate: Corporate Services

Vote:	Unit of Measurement	Actual Target	Annual Expenditure	Annual Revenue	1 st Quarter		2 nd quarter		3 rd quarter		4 th quarter	
					Projections	Actual	Projections	Actual	Projections	Actual	Projections	Actual
Office of the Manager	Number of Corporate directorate management meetings held according to schedule	12			4	0	4	0	4	0	4	0
	Signed performance contracts	4										
Administration Services	Concluded performance assessment meetings				4	0	4	0	4	0	4	0
	Completed audit of records management systems and practices within the Mantsope Local Municipality	New KPI			4	0	4	0	4	0	4	0
	Number of call, faxes and e-mail received per day recorded	Call register			1	0	0	0	0	0	0	0
	Number of incoming and outgoing mail recorded	Mail Register			1	0	0	0	0	0	0	0
	Maintenance of cellular phone record system	Cell phone Register			1	0	0	0	0	0	0	0
	Submission of 100% of telephone accounts to the directorate before the 15 th of every month.	Tele trace			1	0	0	0	0	0	0	0
	Conducting an annual skills audit	2011/2012										
	Compiling a work place skill plan by July annually.	2011/2012			0	0	1	0	0	0	0	0
	Compiling an annual implementation report by January annually.	2011/2012			0	0	1	0	0	0	0	0
	Development and adoption of the skill development	New KPI			0	0	0	0	1	0	0	0

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	one week of approval thereof	Within 1 week	1 week	0	1 week	0	1 week	0	1 week	0	1 week	0
Capturing all appointments, promotions, transfers and terminations of service data on staff establishment	Quarterly reports submitted on employee absenteeism	Quarterly reports	1	0	0	1 week	0	1 week	0	1 week	0	0
100% capturing of approved leave of all employees within one week of receipt of leave applications	Leave control register	Leave control register	1	0	0	0	0	1	0	1	0	0
Submit employee pension and provident fund claims to the administrators of the funds within four weeks after notification by employee or relatives	Within four weeks	Within four weeks	Four weeks	0	0	Four weeks	0	Four weeks	0	Four weeks	0	0
Addressing the backlog on closing the files of employees who terminated services by June annually.	June annually	June annually	0	0	0	0	0	0	0	1	0	0
Reducing the number of procedural dispute at the CCMA and SALGBC	2 employees	2 employees	2	0	0	2	0	2	0	2	0	0
Conducting one meeting per month of the ILF	12		3	0	0	3	0	3	0	3	0	0
Develop and implement employee wellness policy.	Draft policy		1	0	0	0	0	0	0	0	0	0
Planning and co-ordinating four wellness events per annum.	2		1	0	0	0	0	1	0	0	0	0
Develop and implement four proactive programmes per quarter	New KPI		1	0	0	1	0	1	0	1	0	0
Conduct one HIV/AIDS road shows and presentation per quarter	2		1	0	0	0	0	1	0	1	0	0
Distribute HIV/AIDS related material at all municipal offices	2		1	0	0	0	0	1	0	0	0	0

Disaster Management	Conclude performance contracts with level 1 and 3 managers	0				17	0	17	0	17	0	17	0
	Policy document signed by LLF	1				1	0	0	0	0	0	0	0
	Approval of the individual performance management policy by council	0				1	0	0	0	0	0	0	0
	Number of monthly progress reports submitted on implementation of the individual performance management system	12				3	0	3	0	3	0	3	0
	Number of items captured on the website per month	24				6	0	6	0	6	0	6	0
	Continuous maintenance of the network	On going				On going	0	On going	0	On going	0	On going	0
	Monitor the implementation of the IT policy	IT policy				1	0	0	0	0	0	0	0
	By-laws revised or new sets drafted to the impact on sustainable development of the municipality	4				2	0	0	0	2	0	0	0
	Civil and criminal claims cases attended to and ensuring the proper protection of the municipality interest	4				2	0	0	0	2	0	0	0
	Number of campaigns held	4				4	0	4	0	4	0	4	0
Housing	Number of families relocated	25				25	0	25	0	25	0	25	0
	Number of inspections conducted	32				32	0	32	0	32	0	32	0
	Number of disaster plan reviewed	1				1	0	0	0	0	0	0	0
	Number of beneficiaries identified per town	2300				2300	0	2300	0	2300	0	2300	0
	Number of ha identified at Tyenepruit	2ha				2ha	0	2ha	0	2ha	0	2ha	0

	Number of ha identified at Ladybrand	4ha				4ha	0	4ha	0	4ha	0	4ha	0	4ha	0
Traffic	Number of events planned: 1 Twespruit 2 Ladybrand	380 800				1180	0	0	0	0	0	0	0	0	0
	Number of cemeteries planned	2				2	0	0	0	0	0	0	0	0	0
	Number of traffic fines issued	60				60	0	60	0	60	0	60	0	60	0
	Number of spot checks conducted	24				24	0	24	0	24	0	24	0	24	0
	Transport forum established	1				1	0	0	0	0	0	0	0	0	0
Environmental Health	Number of streets done in all towns	30				30	0	30	0	30	0	30	0	30	0
	Number of samples taken per month	12				3	0	3	0	3	0	3	0	3	0
	% that complies with standards determined by foodstuffs, cosmetics and disinfectants act no 54 of 1972	80%				80%	0	80%	0	80%	0	80%	0	80%	0
	No of samples taken per month	12				3	0	3	0	3	0	3	0	3	0
	% complying with SABS standards	80%				80%	0	80%	0	80%	0	80%	0	80%	0
	% of complaints received and attended to within 24 hours	100%				100%	0	100%	0	100%	0	100%	0	100%	0
	% of total number of high risk premises monitored	100%				100%	0	100%	0	100%	0	100%	0	100%	0
	% of noise related nuisance abated within the given time limit	80%				80%	0	80%	0	80%	0	80%	0	80%	0
	% of applicable businesses in the municipality that have valid trading license	80%				80%	0	80%	0	80%	0	80%	0	80%	0

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**CODE OF CONDUCT FOR MUNICIPAL STAFF
MEMBERS: MANTSOPA LOCAL
MUNICIPALITY'S DIRECTOR CORPORATE
SERVICES**

Appendix B

Schedule 2

CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

[Sch. 2 amended by s. 29 of Act No. 44 of 2003.]

Wording of Sections

1. Definitions. — In this Schedule "partner" means a person who permanently lives with another person in a manner as if married.

General conduct

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

Commitment to serving the public interest

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

Personal gain

4. (1) A staff member of a municipality may not—
 - (a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or
 - (b) take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.
- (2) Except with the prior consent of the council of a municipality a staff member of the municipality may not—
 - (a) be a party to a contract for—
 - (i) the provision of goods or services to the municipality; or
 - (ii) the performance of any work for the municipality otherwise than as a staff member;
 - (b) obtain a financial interest in any business of the municipality; or
 - (c) be engaged in any business, trade or profession other than the work of the municipality.

Disclosure of benefits

5. (1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.
- (2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

Unauthorised disclosure of information

- 6.(1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.
- (2) For the purpose of this item "privileged or confidential information" includes any information—
 - (a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
 - (b) discussed in closed session by the council or a committee of the council;
 - (c) disclosure of which would violate a person's right to privacy; or
 - (d) declared to be privileged, confidential or secret in terms of any law.

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

Undue influence

7. A staff member of a municipality may not—
- (a) unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a councillor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;
 - (b) mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
 - (c) be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

Rewards, gifts and favours

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

Council property

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

Payment of arrears

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

PARTICIPATION IN ELECTIONS

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

Sexual harassment

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

Reporting duty of staff members

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

Breaches of Code

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

Disciplinary steps

14A(1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach.

(2) Such other disciplinary steps may include—

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

(e) an appropriate fine.

[Item 14A inserted by s. 29 of Act No. 44 of 2003.]