

PRO FORMA

**PERFORMANCE AGREEMENT**

MADE AND ENTERED INTO BY AND BETWEEN:

**MANTSOPA LOCAL MUNICIPALITY  
AS REPRESENTED BY THE MUNICIPAL MANAGER**

**MATIRO REBECCA ELLEN MOGOPODI**

AND

**TAKALANI DANIEL TSHIKUNDU  
THE EMPLOYEE OF THE MUNICIPALITY**

FOR THE  
**FINANCIAL YEAR: 1 JULY 2024 - 30 JUNE 2025**

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# PERFORMANCE AGREEMENT

## ENTERED INTO BY AND BETWEEN:

The Mantsopa Local Municipality herein represented by Matiro Rebecca Ellen Mogopodi in her capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

and

Takalani Daniel Tshikundu Employee of the Municipality (hereinafter referred to as the **Employee**).

## 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 within one (1) month after the beginning of each financial year of the municipality.
- 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 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;
- 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 the **01 July 2021** and will remain in force until **30 June 2025**, 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 Competency Requirements (CRs) 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 CRs will account for 20% of the final assessment.
- 5.5.4 The total score must determined using the rating calculator.
- 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	30
Municipal Institutional Development and Transformation	15
Local Economic Development (LED)	5
Municipal Financial Viability and Management	30
Good Governance and Public Participation	20
<b>Total</b>	<b>100%</b>

- 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 CRs will make up the other 20% of the Employee's assessment score. CRs 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 CRs are compulsory for Municipal Managers:

<b>COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>		
<b>LEADING COMPETENCIES</b>	√	<b>WEIGHT</b>
Strategic Direction and Leadership		
People Management		
Program and Project Management		
Financial Management		
Change Leadership		
Governance Leadership		
<b>CORE COMPETENCIES</b>		
Moral Competence		
Planning and Organising		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Results and Quality Focus		
Total percentage	-	<b>100%</b>

## 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.
- 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 CRs**

- (a) Each CR 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 CR.
- (c) This rating should be multiplied by the weighting given to each CR 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 CR 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 CRs:

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.					
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.					

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Level	Terminology	Description	Rating				
			1	2	3	4	5
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 Chief Financial Officer, an evaluation panel constituted of the following persons must be established -

- 6.7.1 Municipal Manager
- 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 Exco
- 6.7.4 Municipal manager from another municipality

6.8 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 – September 2024  
**Second quarter** : October – December 2024

**Third quarter** : January – March 2025  
**Fourth quarter** : April – June 2025

- 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 total 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..... day of ..... 2024.

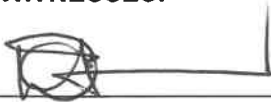
AS WITNESSES:

1.  \_\_\_\_\_

2.  \_\_\_\_\_

  
\_\_\_\_\_  
EMPLOYEE

AS WITNESSES:

1.  \_\_\_\_\_

2.  \_\_\_\_\_

  
\_\_\_\_\_  
MUNICIPAL MANAGER



**Mantsopa Local Municipality  
Performance Agreement**

Organisation	Mantsopa local Municipality	Employee Name	Takalani Daniel Tshikundu
Department	Office of the Municipal Manager	Post Title	Chief Financial Officer
Division	Office of the Municipal Manager	Post identity Number	7603175454085
Section	Office of the Municipal Manager	Post level	Chief Financial Officer
Line Manager	Mayor	Cell Phone Number	0663744962 060550 53 55 (70)
Performance Period	01 July 2024 until 30 June 2025		

**ANNEXURE A: PERFORMANCE PLAN**

**SECTION 1: KEY PERFORMANCE AREA (SDBIP)**

<b>Sustainable Development Goals 2030</b>	No poverty
	Zero hunger
	Good Health and Well-being
	Quality Education
	Gender Equality
	Clean water and Sanitation
	Affordable and Clean Energy
	Decent Work and Economic Growth
	Industry, Innovation and Infrastructure
	Reduce Inequalities
	Sustainable Cities and Communities
	Responsible Consumption and Production
	Climate Action
	<b>NATIONAL OUTCOME</b>
A long and healthy life for all South Africans	
All people in South Africa are and feel safe	
Decent employment through inclusive economic growth	
A skilled and capable workforce to support and inclusive growth path	
An effective and responsive economic infrastructure network	
Vibrant, equitable and sustainable rural communities with food security for all	
Sustainable human settlements and improved quality of household life	
A responsive, accountable, effective and efficient local government system	
Environmental assets and natural resources that are well protected and continually enhanced	
Create a better South Africa and contribute to a better and safer Africa and World	
<b>NATIONAL DEVELOPMENT PLAN</b>	Too few people work
	The quality of school education for black people is poor
	Infrastructure is poorly located, inadequate and under- maintained
	Spatial divides hobbles inclusive development
	The economy is unsustainable resources intensive
	The health system cannot meet the demand or sustain quality
	Public services are uneven and often of poor quality
Corruption levels are high	
<b>FREESTATE GROWTH AND DEVELOPMENT STRATEGIES</b>	Inclusive Economic Growth and Sustainable Job Creation <span style="float:right">60</span>
	Education, Innovation and Skills Development
	Improved Quality of Life
	Sustainable Rural Development
	Build Social Cohesion
<b>Back to Basic</b>	Good Governance
	Putting people and their concerns first. Public Participation
	Supporting the delivery of municipal services to the right quality and standards: Basic services
	Promoting good governance, transparency and accountability; promoting good governance, transparency and accountability
	Ensuring good financial management and accounting: Financial Management
<b>KEY PERFORMANCE AREA (KPA)</b>	Building Institutional resilience and administration capacity: Institutional Capacity
	Infrastructure and Service Delivery
	Local Economic Development
	Organisational Development and Transformation
	Financial viability and Management
Good Governance and Public Participation	

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## 1. PURPOSE

The performance plan defines the Council's expectations of the Municipal Manager's performance agreement to which this document is attached and Section 57 (b) (2) of the Local Government: Municipal Systems Act No 32 of 2000, which provides that performance objectives and targets must be based on the key performance indicators as set out in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

## 2. KEY RESPONSIBILITIES

The following Objects of Local Government as prescribed in terms of Section 152 of the Constitution of the Republic of South Africa will inform the Municipal Manager'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 safe and healthy environment and 2.5. Encouraging 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 Service and Delivery and Budget Implementation Plan of the Municipal Manager inform the strategic objectives listed in the table below: It must be noted that the Municipal Manager has entered into an Annual Performance Agreement with the CFO (Municipal Financial Viability and Management (Weighting 25%); Director Technical Services (Infrastructure Development and Service Delivery (Weighting 25%) Director Corporate Services (Municipal Transformation and Organisational Development (Weighting 20%) and Director Community Services (Community Development and Social Cohesion (Weighting 5%)

It is for this reason that the Department of the Municipal Manager will include two Key Performance Areas, namely; Good Governance & Public Participation and Local Economic Development, other Key Performance Areas will be implemented through the Directors mentioned above, contributing to four Key Performance Areas of the Municipal Manager as an Accounting Officer.

3.1. Municipal Transformation and Organisational Development (Weighting 10%)

3.2. Infrastructure Development and Service Delivery (Weighting 10%)

3.3. Local Economic Development (LED) (Weighting 5%)

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**PURPOSE**

The performance plan defines the Council's expectations of the Municipal Manager's performance agreement to which this document is attached and Section 57 (b) (2) of the Local Government: Municipal Systems Act No 32 of 2000, which provides that performance objectives and targets must be based on the key performance indicators as set out in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

**KEY RESPONSIBILITIES**

the following Objects of Local Government as prescribed in terms of Section 152 of the Constitution of the Republic of South Africa will inform the Municipal Manager's performance against set performance indicators:

- 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 safe and healthy environment and* 2.5. *Encouraging the involvement of communities and community organisations in the matters of local government*

**KEY PERFORMANCE AREAS**

The following Key Performance Areas (KPA's) as outlined in the Service and Delivery and Budget Implementation Plan of the Municipal Manager inform the strategic objectives listed in the table below: It must be noted that the Municipal Manager has entered into an Annual Performance Agreement with the CFO (Municipal Financial Viability and Management (Weighting 25%); Director Technical Services (Infrastructure Development and Service Delivery (Weighting 25%) Director Corporate Services (Municipal Transformation and Organisational Development (Weighting 20%) and Director Community Services (Community Development and Social Cohesion (Weighting 5%))

For this reason that the Department of the Municipal Manager will include two Key Performance Areas, namely: Good Governance & Public Participation and Local Economic Development, other Key Performance Areas will be implemented through the Directors mentioned above, contributing to four Key Performance Areas of the Municipal Manager as an Accounting Officer.

- Municipal Transformation and Organisational Development (Weighting 10%)
- Infrastructure Development and Service Delivery (Weighting 10%)
- Local Economic Development (LED) (Weighting 5%)
- Municipal Financial Viability and Management (Weighting 60%)
- Good Governance and Public Participation (Weighting 10%)
- Community Development and Social Cohesion (Weighting 5%)

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**DEPARTMENT OF CHIEF FINANCIAL OFFICER:  
KPA: FINANCIAL VIABILITY & MANAGEMENT**

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**8.9.1 Asset Management**

Key Performance Area		Financial Management													
Programme		Assets Management													
Item no	Objective	Strategy	Key Performance Indicator	Ward	Funding Source	Baseline indicator	Annual Target	Annual Target	Service Delivery/Budget Implementation Plan				Responsibility	Evidence	
								Quarter 1	Quarter 2	Quarter 3	Quarter 4				
FM1	Ensuring sound financial management and accounting	To ensure that the Asset register is Generally Recognized Accounting Practices	Number of GRAP-complaint asset register	All	Council	0	0	1	0	0	0	0	1	Chief Financial Officer	GRAP - Complaint Asset Register
FM2			Number of verifications conducted on the asset register	All	Council	0	1	1	0	0	0	0	1	Chief Financial Officer	List/Report on verified assets
FM3			Number of monthly updates of assets performed in terms of accounting	All	Council	12	12	12	3	3	3	3	3	Chief Financial Officer	Additions report
FM			Number of reconciliations performed between the General Ledger & fixed Asset Register	All	Council	12	12	12	3	3	3	3	3	Chief Financial Officer	Reconciliation reports

**8.6.1 Fleet Management**

Key Performance Area		Basic Services													
Programme		Fleet Management													
Item no	Objective	Strategy	Key Performance Indicator	Ward	Funding Source	Baseline indicator	Annual Target	Annual Target	Service Delivery/Budget Implementation Plan				Responsibility	Evidence	
								Quarter 1	Quarter 2	Quarter 3	Quarter 4				
BS32	Supporting the delivery of municipal services to the right quality and standard	Improve the quality of fleet management in the municipality	Number of analysis report of current fleet by category conducted	All	Council	1	1	0	0	1	0	0	0	Director-Community Services	Analysis report
BS33			Number of reports on vehicles licensed and registered	All	Council	12	12	3	3	3	3	3	3	Director-Community Services	Schedule of licencing report
BS34			Number of Fuel consumption reports generated to detect the losses	All	Council	12	12	3	3	3	3	3	3	Director-Community Services	Monthly Fuel report consumption reports

8.9.2 Budget Management & Reporting

Key Performance Area		Financial Management													
Programme		Budget Management & Reporting													
Item no	Objective	Strategy	Key Performance Indicator	Ward	Funding Source	Baseline Indicator	Annual Target	Service Delivery Budget Implementation Plan				Responsibility	Evidence		
								Quarter 1	Quarter 2	Quarter 3	Quarter 4				
FM3	Ensuring sound financial management and accounting	Submit AFS for audit	Annual financial statements submitted to auditor general for audit	All	Council	1	1	1	0	0	0	0	Chief Financial Officer	Annual Financial Statements	
FM4	To ensure promote good governance, transparency, accountability and sound financial management and accounting	To ensure promote good governance, transparency, accountability and sound financial management and accounting	Number of mSCOA compliant draft budget submitted	All	Council	1	1	0	0	1	0	0	Chief Financial Officer	Draft Budget Council Resolution	
FM5			Number of Draft Budget related policies reviewed and approved	All	Council	11	11	0	0	1	0	0	Chief Financial Officer	Draft Budget Policies Council Resolution	
FM6			Number of mSCOA compliant final budget submitted	All	Council	1	1	0	0	0	1	1	Chief Financial Officer	Final Budget Council Resolution	
FM7			Number of Final Budget related policies reviewed and approved	All	Council	11	11	0	0	0	0	1	Chief Financial Officer	Final Budget Policies Council Resolution	
FM8			Number of mSCOA compliant adjustment budget submitted	All	Council	1	1	0	0	1	0	0	Chief Financial Officer	Adjusted Budget Council Resolution	
FM9	Number of section 71 reports submitted	Number of section 71 reports submitted	Number of section 71 reports submitted	All	Council	12	12	3	3	3	3	3	Chief Financial Officer	Section 71 Reports	
FM10				Number of Section 52 (d) reports submitted.	All	Council	4	4	1	1	1	1	1	Chief Financial Officer	Section 52(d) Financial Report
FM11				Number of Mid-year Budget and Performance Assessment reports submitted	All	Council	1	1	0	0	1	0	0	Chief Financial Officer	Section 72 Report

8.9.3 Supply Chain Management

Key Performance Area	Programme	Financial Management											
		Supply Chain Management											
Item no	Objective	Strategy	Key Performance Indicator	Ward	Funding Source	Baseline indicator	Annual Target	Service Delivery/Budget Implementation Plan Quarterly Targets				Responsibility	Evidence
								Quarter 1	Quarter 2	Quarter 3	Quarter 4		
FM12	Ensuring sound financial management and accounting	To ensure that all procurement processes are done in accordance with legislation	Number of reviewed supply chain management policy submitted for approval	All	Council	1	1	0	0	0	1	Chief Financial Officer	SCM Policy Council Resolution
FM13			Number of quarterly updates on the suppliers database	All	Council	0	4	1	1	1	1	Chief Financial Officer	List/Report on updates
FM14			Number of Bid Specification Committee meetings held	All	Council	0	6	1	2	1	2	Chief Financial Officer	Bid Specification Committee minutes
FM15			Number of Bid Evaluation Committee meetings held	All	Council	0	6	1	2	1	2	Chief Financial Officer	Bid Evaluation Committee minutes
FM16			Number of Bid Adjudication Committee meetings held	All	Council	0	6	1	2	1	2	Chief Financial Officer	Bid Adjudication Committee minutes
FM17			Number of supply chain management deviation reports submitted	All	Council	0	4	1	1	1	1	Chief Financial Officer	SCM deviation report
FM18			Number of procurement plan developed and approved	All	Council	1	1	1	0	0	0	Chief Financial Officer	Approved Procurement Plan
			Number of workshops held with internal and external stakeholders on Supply Chain Management Policy	All	Council	4	4	1	1	1	1	Chief Financial Officer	Notices, minutes and attendance registers

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8.9.4 Revenue and Credit Control Management

Programme	Key Performance Area	Objective	Strategy	Key Performance Indicator	Ward	Funding Source	Baseline Indicator	Annual Target	Revenue and Credit Control Management				Responsibility	Evidence
									Service Delivery Budget Implementation Plan Quarterly Targets					
Item no									Quarter 1	Quarter 2	Quarter 3	Quarter 4		
FM19	Ensuring sound financial management and accounting	To ensure that all revenue due to the municipality is collected, well managed and accounted for.	Implementation of Revenue Enhancement Strategy	Percentage payment rate on monthly billing	All	Council	54%	70%	70%	70%	70%	70%	Chief Financial Officer	Payment Rate on monthly billing report
FM20				Number of Revenue Related policies reviewed	All	Council	3	2	2	0	0	0	Chief Financial Officer	Revenue Related Policies Council Resolution
FM21				Percentage of collection rate increased	All	Council	67%	70%	70%	70%	70%	70%	Chief Financial Officer	Quarterly Collection Rate Report
FM23				Number of signed off debtor's reconciliation control accounts generated by 30	All	Council	12	12	3	3	3	3	Chief Financial Officer	Monthly Debtors reconciliation reports
FM24				Number of monthly billing authorisations conducted	All	Council	12	12	3	3	3	3	Chief Financial Officer	Monthly Bill reports
FM25				Number of cut off registers for top debtors in towns implemented	All	Council	12	12	3	3	3	3	Chief Financial Officer	Cut off notices
FM26		Compliance with MPRA		Number of updates of the supplementary valuation roll	All	Council	1	1	0	0	0	1	Chief Financial Officer	Updated certified supplementary valuation roll

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8.9.5 Expenditure Management

Key Performance Area	Programme	Item no	Objective	Strategy	Key Performance Indicator	Ward	Funding Source	Baseline indicator	Annual Target	Expenditure Management				Responsibility	Evidence
										Service Delivery Budget Implementation Plan Quarterly Targets					
										Quarter 1	Quarter 2	Quarter 3	Quarter 4		
FM22			To ensure that municipal expenditure is well managed.	Ensuring sound financial management and accounting	Number of Approved Draft Expenditure Policy by Council	All	Council	1	1	1	0	0	0	Chief Financial Officer	Approved Draft Expenditure Policy
FM23					Number of top 10 key creditors accounts reconciled	All	Council	12	12	3	3	3	3	Chief Financial Officer	Monthly Reconciliation reports
FM24					Percentage invoices paid within 30 days	All	Council	20%	100%	100%	100%	100%	100%	Chief Financial Officer	Monthly statistics reports
FM25					Number of reports on fruitless and wasteful expenditure tabled in Council	All	Council	4	4	1	1	1	1	Chief Financial Officer	Quarterly reports on fruitless and wasteful expenditure
FM26					Number of VAT 201 reports submitted to SARS	All	Council							Chief Financial Officer	Monthly VAT 201 submissions to SARS
FM27					Number of Section 11 and 66 reports tabled in Council	All	Council	12	12	3	3	3	3	Chief Financial Officer	Section 11 and 66 reports & Council resolution

Key Performance Area		Financial Management											
Programme		Expenditure Management											
Item no	Objective	Strategy	Key Performance Indicator	Ward	Funding Source	Baseline indicator	Annual Target	Service Delivery Budget Implementation Plan Quarterly Targets				Responsibility	Evidence
								Quarter 1	Quarter 2	Quarter 3	Quarter 4		
FM22	To ensure that municipal expenditure is well managed.	Ensuring sound financial management and accounting	Number of Payment of salaries by the 25th day of every month	All	Council	1	1	1	0	0	0	Chief Financial Officer	Proof of payment
FM23			Number of Clearance of salary related suspense account	All	Council	12	12	3	3	3	3	Chief Financial Officer	Monthly Reconciliation reports
FM24			Payment of third parties by the 7th day of every month	All	Council	20%	100%	100%	100%	100%	100%	Chief Financial Officer	Proof of payment
FM25			Number of Submission of EMP 501 to SARS	All	Council	4	4	1	1	1	1	Chief Financial Officer	IRP 5 file & EMP 501 reconciliation

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SECTION 2: Job Description key Performance Areas (JDKPA's)

JDKPA Title	JDKPA Description	Evidence	Frequency	Weighting
Good Governance and Public Participation	2024/2025 Financial year	Approved System of Delegation and Powers and Functions	Beginning of term and reviewed annually	5
		Approved communication Strategy	Quarterly	5
		Approved Integrated Development Plan	Annually	5
		Approved Performance Management system	Beginning of term and reviewed annually	10
		Approved Public Participation Mechanism	Beginning of term and reviewed annually	10
		Approved Risk Management Register	Annually	5
		65% and above on achievement of the Institutional SDBIP approved by Council	Quarterly	10
		Signed Performance Agreements	Quarterly	5
		Approved Organisational Structure	Annually	5
		70% Quarterly Revenue collection	Quarterly	5
Approved Budget	Annually	10		
M/FMA compliant Audited Annual Financial Statement submitted to AGSA	Annually	10		
Approved Annual Report	Annually	5		
<b>TOTAL JDKPA WEIGHINGS (Must add up to 100 %)</b>				<b>100</b>

SECTION 3: CORE COMPETENCIES

Competency	Description	Evidence	Weighting
Financial Management	Must be able to know, understand and comply with the Municipal Finance Management Act No 56 of 2003	Fulfilled all legislative requirements in terms of reporting and timelines, Quarterly SCM, Sec52d, Sec 66 & Sec70 reports	20
People Management and Empowerment	Must be able to manage and encourage people, optimise their outputs and effectives manage relationship in order to achieve the Municipality's goals	Quarterly progress report on the implementation of Workplace Skills Plan & Employment Equity	20
Client Orientation and Customer Focus	Must be willing and able to deliver services effectively and efficiently in order to put the spirit of customer service (Batho Pele) into practice	Proof of achieving all the service targets to the minimum services	20
Programme and Project Management	Must be able to plan, manage, and evaluate specific activities in order to ensure that policies are implemented and that Local Government objectives	Proof of achieving all the service targets to the minimum services standards in relation to RBIG, WSIG, MIG and other conditional grants	20
Strategic capability and Leadership	Must be able to provide a vision, set the direction of the municipality and inspire others in order to deliver on the municipality's mandate	Approved 2025/2026 IDP/ and obtain an improved audit outcome	20
<b>TOTAL CORE COMPETENCY WHEIGHING (Must add up to 100%)</b>			<b>100</b>

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ANNEXURE B: PERFORMANCE EVALUATION CRITERIA'S

KEY PERFORMANCE AREA AND JOB DESCRIPTION TASK EVALUATION CRITERIA

1	2	3	4	5
Unacceptable performance	Performance Not fully effective	Performance Fully effective	Performance significantly above expectations	Outstanding 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.	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.	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.	Performance is significantly higher than the standards 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 throughout the year.	Performance far exceeds the standards 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.

CORE COMPETENCY EVALUATION CRITERIA

1	2	3	4	5
Under	Basic	Competent	Advanced	Superior
NONE	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention. <b>INDIVIDUALS FALLING WITHIN THE BASIC RANGE ARE DEEMED UNSUITABLE FOR THE ROLE OF SENIOR MANAGER, AND CAUTION SHOULD BE APPLIED IN PROMOTING AND APPOINTING SUCH PERSONS</b>	Develops and applies more progressive concepts, methods and understanding, able to plan and guide the work of others and executes progressive analysis	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses.	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods.

ANNEXURE C MAYOR'S REQUESTS

Request	Description
Organisational Development and Transformation	Improve revenue collection, focus more on service delivery specific key performance areas such as water & sanitation, roads and storm water and refuse removal; Employ measures to prevent land invasion
<b>ANNEXURE D: PERSONAL DEVELOPMENT PLANNING</b>	
PDP Initiative	Competency Development Area
Risk Management Institutional Transformation & Development	Institutional development, project management, financial management
Municipal Manager Signature	Date:
Mayor's Signature	Date:
	Description
	Complete a programme on Institutional Transformation or equivalent
	Evidence
	Proof of registration with an Institution of Higher Learning

# PERSONAL DEVELOPMENT PLAN (PDP)

Entered into by and between

**[MATIRO REBECCA ELLEN MOGOPODI]**

**["the Employer"]**

and

**[TAKALANI DANIELTSHIKUNDU]**

**["the Employee"]**

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## **1. Personal Development Plan**

### **1.1.1 A Municipality should be committed to –**

- (a) the continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and
- (b) Manage training and development within the ambit of relevant national policies and legislation.

### **1.1.2. Municipality should follow an integrated approach to human Resources Management, that is:**

- (a) Human resource development forms an integral part of human resource planning and management.
- (b) In order for training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategist) HR plan, job description, the result of regular performance appraisal and career-pathing.
- (c) To ensure the necessary linkages with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approval will also ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs can be identified through performance management and appraisal.
- (d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached and these should be linked to relevant registered unit standard to specifically assist them in compiling Personal Development Plans in consultation with their managers.
- (e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.

### **1.1.2 The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs.**

### **1.1.3 Compiling the Personal Development Plan attached at Appendix.**

Competency assessment instruments, which are dealt with more specifically in Appendix 1 and 2, should be established to assist with the objective assessment of employees' actual competencies at a given period in time with the purpose of identifying training needs or skills gaps.

The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his/her employee, to compile a Personal Development Plan. The identified training needs should be entered into column 1 of Appendix 1, entitled training skills/ Performance Gap. The following should be carefully determined during such a process:

Organisational needs, which include the following:

- Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.

- The competency requirements of individual' jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
- Specific competency gaps as identified during the probation period and performance appraisal of the employee.

Individual training needs that are job / career related.

Next, the prioritisation of the training needs should be listed since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritized for purpose of accommodating critical/strategic training and development needs in the HR Plan, Personal Development and the Works Skills Plan.

Consideration must be given to the expected outcomes, to be listed in column 2 of the Appendix 1, so that once the intervention is completed the impact it had can be measured against relevant output indicators.

An appropriate intervention should be identified to address training needs/skills gaps and the outcomes to be achieved but with due regard to cost effectiveness. These should be listed in column 3 Appendix 1, entitled: Suggested training and/or development activity in line with the National Qualification Framework, which could enable the trainee to obtain recognition towards a qualification for training undertaken. It is important to determine through Training/Human Resource Development Unit within the municipality whether unit standard have been developed and registered with the South African Qualifications Authority that are in line with the skills gap and expected outcomes identified. Unit standard usually have measurable assessment criteria to determine achieved competency.

Guidelines regarding the number of training days per employee and the nominations of employees: An Employee should on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training interventions.

Column 4 of Appendix 1: The suggested mode of delivery refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training/Development activity should impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him/her to read e.g. legislation]; internal or external training provision; coaching and/or mentoring and exchange programmes, etc.

The suggested time frames (columns 5 of Appendix 1) enable managers to effectively plan for the annum e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.

Work opportunity created to practice skill/development areas, in column 6 of Appendix 1, further ensures internalization of information gained as well as return on investment (not just to have skill but a necessary to have skill that is used in the workplace)

The final column, column 7 of Appendix 1, provides the employee with a support person that could act as a coach or mentor with regard to the area of learning.


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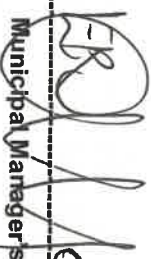
TO

Personal Development Plan of: Mr Takalani Daniel Tshikundu

Compiled on Date: 30 June 2024

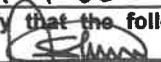
Skills / Performance Gap	Outcomes Expected	Suggested Training and/or development activity	Suggested mode of Delivery	Suggested Time Frames	Work opportunity created to practice skills/development area	Support Person
<ol style="list-style-type: none"> <li>1. Strategic Direction and Leadership</li> <li>2. Financial Management</li> <li>3. Change Management</li> <li>4. Planning and Organising</li> <li>5. Analysis and Innovation</li> </ol>	Training & Development intervention aimed at addressing the skills gaps identified in the Competency Based Assessment	Post graduate diploma in Labour Relations/ LLB	Part-time	One year	Local Government and Public Sector	Municipal Manager

  
 Chief Financial Officer's Signature and Date

  
 Municipal Manager's Signature & Date

ANNEXURE F

DISCLOSURE FORM FOR BENEFITS AND INTERESTS

I, the undersigned (Surname and Initials) TSHIKUNDU TD  
 (Postal Address) 21 High Point Ridge, Jan Spies Avenue  
Langehoven Park, Bloemfontein, 9301  
 (Residential Address) \_\_\_\_\_  
 (Position Held) Chief Financial Officer  
 (Name of Municipality) MANTSOPA MUNICIPALITY  
 Tel: 051 924 0654 Fax: 051 924 0020  
 hereby certify that the following information is complete and correct to the best of my knowledge: 

**1. Shares, securities and other financial interests (Not bank accounts with financial institutions.)**

Number of shares/Extent of financial interest	Nature	Nominal Value	Name of Company/Entity
<del>N/A</del>			

**2. Interest in a trust**

Name of trust	Amount of Remuneration/ Income
<del>N/A</del>	

**3. Membership, directorships and partnerships**

Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/ Income
<u>MAKO Agricultural Academy</u>	<u>Training</u>	<u>NONE</u>
<u>LL Organic Food Market</u>	<u>Financial Advisory &amp; Vegetable &amp; Fruits</u>	<u>NONE</u>
<u>LKT Speedy car</u>	<u>Retail vehicles</u>	<u>NONE</u>

**4. Remunerated work outside the Municipality (Must be sanctioned by Council.)**

Name of Employer	Type of Work	Amount of remuneration/ Income
<del>N/A</del>		

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Council \_\_\_\_\_  
 Signature by Mayor or Designate:  Date: 01/07/2014

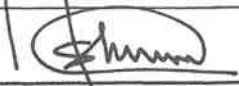
**5. Consultancies, Retainerships and Relationships**

Name of Client	Nature	Type of business activity	Value of any benefits received
<del>N/A</del>			

6. Subsidies, grants and sponsorships by any organisation		
Source of assistance	Descriptions of assistance	Value of assistance
	<del>N/A</del>	

7. Gifts and Hospitality from a source rather than a family member		
Description	Value	Member
	<del>N/A</del>	

8. Land and Property			
Description	Extent	Area	Value
		<del>N/A</del>	



SIGNATURE OF SENIOR MANAGER

DATE: 01/07/2014

PLACE: LADYBRAND

## SCHEDULE 2

### CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

#### 1. Definitions

In this Schedule “**partner**” means a person who permanently lives with another person in a manner as if married.

#### 2. General conduct

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.

#### 3. Commitment to serving the public interest

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.

#### 4. Personal gain

(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.

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(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.

#### **5. Disclosure of benefits**

(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.

#### **6. Unauthorised disclosure of information**

(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.

#### **7. Undue influence**

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

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(c) be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

### **8. Rewards, gifts and favours**

(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).

### **9. Council property**

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.

### **10. Payment of arrears**

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.

### **11. Participation in elections**

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.

### **12. Sexual harassment**

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

### **13. Reporting duty of staff members**

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.

### **14. Breaches of Code**

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.

#### **14A. Disciplinary steps**

(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—

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- (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.

**Agreed upon**

**Signature:**

LER Mogopodi

**Supervisor:**

MRE Mogopodi

**Date:**

\_\_\_\_\_

**Signature:**

[Signature]

**Incumbent:**

TD Tshikundu

**Date:**

\_\_\_\_\_