THABO MOFUTSANYANA District Municipality

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COUNCIL RESOLUTION

THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN ITS SECOND SPECIAL COUNCIL MEETING OF THE 4TH COUNCIL OF THABO MOFUTSANYANA DISTRICT MUNICIPALITY HELD IN TMDM COUNCIL CHAMBER ON WEDNESDAY, 30 AUGUST 2017, AT 12H00, RESOLVED AS FOLLOWS:

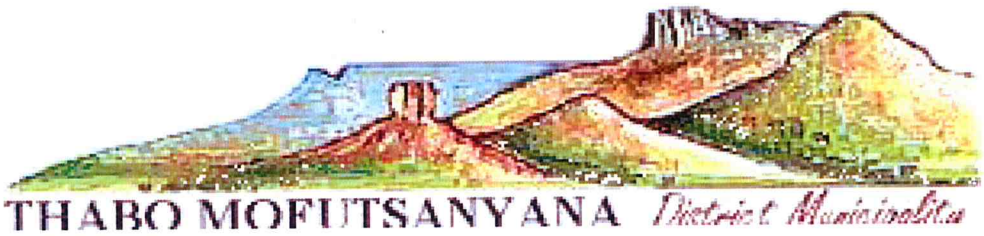
11.1 Appointment of Acting Chief Financial Officer

Resolution;

- Municipal Council should apply in writing to the MEC for local government to extend the period of appointment of the Chief Financial Officer for a further period not exceeding three months.

- The opposition parties (DA. COPE, DPSA, EFF) put it on record that they disagree with the resolution.

THABO MOFUTSANYANA District Municipality
COUNCIL/MAYCO
RESOLUTION
DATE: 01/09/2017
SIGNATURE: .....



PERFORMANCE AGREEMENT

Mr. Lebusa Hopolang Ishmael

ACTING CHIEF FINANCIAL OFFICER

of

Thabo Mofutsanyana District Municipality

For the financial year

01 September 2017 to 30November 2017

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Thabo Mofutsanyana District Municipality herein represented by **Mr. Samuel Khote** in her capacity as Acting Municipal Manager (hereinafter referred to as the **Employer**)

and

Mr. Hopolang Lebusa Acting Chief Financial Officer of the Thabo Mofutsanyana District 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.

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2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

2.1 comply with the provisions of Section 57(1)(b), (A), (4B) and (5) of the Act as well as the employment contract entered 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.

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3 COMMENCEMENT AND DURATION

3.1 This Agreement will commence on the **1st of September 2017** and will remain in force until **30st of November 2017** 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

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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 Municipality'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 Municipality.

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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 be determined using the rating calculator.

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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	5
Municipal Institutional Development and Transformation	5
Local Economic Development (LED)	5
Municipal Financial Viability and Management	65
Good Governance and Public Participation	20
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 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:

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COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES		**WEIGHT**
Strategic Direction and Leadership		
People Management		20
Program and Project Management		
Financial Management		40
Change Leadership		
Governance Leadership		15
CORE COMPETENCIES		
Moral Competence		
Planning and Organising		10
Analysis and Innovation		10
Knowledge and Information Management		
Communication		5
Results and Quality Focus		
Total percentage	-	**100%**

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6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets out – 00fuyvhbn

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.

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(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.					

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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.					

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Level	Terminology	Description	Rating				
			1	2	3	4	5
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 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

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6.8.4 Municipal manager from another municipality.

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:

QUARTER	PERIOD	ASSESSEMENT DATE
1st Quarter	July – September	26/10/2017
2nd Quarter	October - December	25/01/2018
3rd Quarter	January - March	19/04/2018
4th Quarter	April - June	26/07/2018

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. 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.

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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.

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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.

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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

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government, within fourteen (14) days after the conclusion of the assessment.

Thus, done and signed at Phuthaditjhaba 01st **Day of September 2017**

As Witnesses:

1. _____

2. _____

_____

Acting Chief Financial Officer
Thabo Mofutsanyana District Municipality

Thus, done and signed at Phuthaditjhaba 01st **Day of September 2017**

As Witnesses:

1. _____

2. _____

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Acting Municipal Manager
Thabo Mofutsanyana District Municipality

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ANNEXER

A

THABO MOFUTSANYANA *District Municipality*

PERFORMANCE PLAN

2017/2018 FINANCIAL YEAR

OF

MR. HI. LEBUSA

ACTING CHIEF FINANCIAL OFFICER

1. Purpose

The performance plan defines the Municipal Manager's expectations of the Chief Financial Officer'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 Chief Financial Officer'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 (KPAs) 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 Basic Service Delivery
3.3 Local Economic Development (LED).
3.4 Municipal Financial Viability and Management.
3.5 Good Governance and Public Participation.

Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
1.Municipal Transformation and Organisational Development	5	➢ Performance Management System (PMS) aligned to the IDP, developed and implemented ➢ An organisational structure aligned to the IDP established and operationalised ➢ Effective administrative and institutional systems, structures and procedures including: human resources, financial policies, by-laws and communication systems established and implemented. ➢ The interface between EXCO and Council to align administrative and political priorities of Council managed ➢ Integrated human resource management systems introduced and operationalised ➢ Customer service systems implemented.			

Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
2.Infrastructure Development and Service Delivery	5	➢ Infrastructure Development and Investment Model implemented. (In the said model, there should be a dynamic relationship between population growth projections, service delivery backlogs, revenue generation capacity and institutional capacity): ➢ Reduction in reticulation losses for water and electricity (Rand-value) ➢ % Reduction in number of complaints from residents ➢ % Increase in response time and resolution of complaints ➢ % Increase in payment of municipal services ➢ Asset register for all infrastructure and municipal property rehabilitated periodically maintained ➢ The provision of basic municipal services to the satisfaction of residents (That is, clear delivery programmes and projects to			

Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
		progressively achieve national service delivery targets in terms of): ➢ Water ➢ Sanitation ➢ Electricity ➢ Refuse removal ➢ Municipal access roads and public transport ➢ Municipal health services, etc. ➢ Sustainable human settlement development facilitated through engagement with sector departments in line with the IDP and through IGR structures to ensure that IDP integrates sector plans, including but not limited to, the Departments of: ➢ Housing, Health, ➢ Social Development, ➢ Home Affairs, ➢ Minerals and Energy, ➢ Water Affairs and Forestry			

Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
3.Local Economic Development (LED)	5	➢ An analysis of the local economy undertaken ➢ Comparative and competitive advantage of the municipality identified and incorporated into credible LED strategy and programmes ➢ Institutional capacity to implement LED programmes established and a conducive environment for shared growth created to ensure that: ➢ Market and public confidence in municipal functioning, infrastructure development and service delivery is improved ➢ Existing public and private resources to intensify enterprise support to local communities utilised ➢ Sustainable community investment programmes introduced and implemented ➢ Knowledge sharing networks and social partnerships facilitated			

Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
4. Municipal Financial Viability and Management	65	➢ Sound financial management practices implemented in terms of the MFMA priorities and timeframes, including but not limited to: ➢ Budget aligned to development and service delivery targets that municipalities are accountable for as set out in the adopted IDP's ➢ Budget and treasury office established ➢ Budget and revenue management is effective ➢ Financial reporting and auditing is performed ➢ Institutional capacity for municipality to spend is created ➢ Financial management policies and by-laws developed, including but not limited to: supply chain management, credit control, tariff and investment policies ➢ Integrated financial management systems introduced and operationalised ➢ Municipal financial viability			

Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
		targets set and achieved which will ensure that: ➢ Growth in service debtors is reduced ➢ Consumer debt exceeding 90 days is recovered ➢ % Reduction in grant dependency rate ➢ Turn around time for creditor payment improved ➢ % Personnel cost over the total operational budget is in line with regulatory framework ➢ Provision for bad debt made ➢ Financial legislation implemented, including Property Rates Act and the Division of Revenue Act			
5. Good Governance and Public Participation	20	➢ Procedures for community participation processes as set out in legislation adhered to in terms of: ➢ Planning ➢ Budgeting ➢ Implementation ➢ Monitoring and reporting			

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Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
		➢ Regular communication with communities on the achievement of targets set out in IDPs is carried out ➢ Functioning of ward committees directly supported where applicable ➢ Capacity building of community-based organisations to enhance effective participation facilitated ➢ Relationship with organised business, labour and civil society built through transparent and accountable governance ➢ An anti-corruption strategy in terms of national strategy for the municipality is developed and implemented to address: ➢ Prevention ➢ Detection ➢ Awareness / communication ➢ Financial and performance audit committee established and functional ➢ Mechanisms to ensure disclosure of financial interest in place			

Key Performance Area	Weighting	Performance Indicator	Target	Resource requirements	Progress on date of review
		➢ An effective communication strategy to promote transparency, public accountability, access to information, administrative justice and responsiveness to complaints are dealt with in terms of the relevant legislation developed and implemented ➢ Unqualified audit report achieved and maintained ➢ Community satisfaction surveys conducted.			

PERFORMANCE PLAN FOR Acting CFO for the Period: 01 September 2017 to 30 November 2017

Singed and accepted by Acting Chief Financial Officer _____

Mr. HI. Lebusa

Date: 01/09/2017

Singed the Acting Municipal Manager of Thabo Mofutsanyana _____

Mr. Samuel Khote

Date: 01/09/2017

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ANNEXER

B

Thabo Mofutsanyana District Municipality 2017/18 FINAL SDBIP Finance Depatment

KPA	Weight	Strategic Objective	Measurable Objective	KPI	Budget	Frequency	Baseline	2017/18 Annual Target	Q1	Q2	Q3	Q4	Evidence
KPA 4: MUNICIPAL FINANCIAL VIABILITY & MANAGEMENT													
MUNICIPAL FINANCIAL VIABILITY & MANAGEMENT	20%	FINANCE											
			PAYMENTS										
			To Facilitate Payments	Payment of Creditors within 30 Days of Receipt of Invoice	OPEX	M		100% Payment of Creditors	100% Payment of Creditors	100% Payment of Creditors	100% Payment of Creditors	100% Payment of Creditors	Creditors Ageing Analysis Report
				Preparation of Cashbooks within 10 Days After the end of the Month	OPEX	M		10 Days After the end of the Month	10 days After the end of the Month	10 days After the end of the Month	10 days After the end of the Month	10 days After the end of the Month	Last Transaction Date in the Cashbook
				Preparation of Creditors Reconciliation within 10 After the end of the Month	OPEX	M		10 Days After the end of the Month	10 Days After the end of the Month	10 Days After the end of the Month	10 Days After the end of the Month	10 Days After the end of the Month	Recons Approval Date
				Preparation of VAT Reconciliation after Submission of VAT Return within 10 days After Submissions of Returns	OPEX	M		10 Days After Submissions of Returns	10 Days After Submissions of Returns	10 Days After Submissions of Returns	10 Days After Submissions of Returns	10 days After Submissions of Returns	Vat Return Submission Date and the Approval of Recon
				Submission of VAT Return within 30 Days After the end of the Month	OPEX	M		30 Days After the end of the Month	30 days After the end of the Month	30 days After the end of the Month	30 days After the end of the Month	30 days After the end of the Month	Submission Date (EasyFile)
				Reconciliation between Payroll and General Ledger within 5 working days After the end of the Month	OPEX	M		5 Days After the end of the Month	5 days After the end of the Month	5 days After the end of the Month	5 days After the end of the Month	5 days After the end of the Month	Approval Date
				Payment of salaries & allowances 25 Days After the beginning of each month	OPEX	M		25 Days After the beginning of each month	25 Days After the beginning of each month	25 Days After the beginning of each month	25 Days After the beginning of each month	25 Days After the beginning of each month	Bank Proof of payment
			Prepare Staff Benefits Expenditure	Prepare quarterly expenditure on staff benefits	OPEX	Q		4 expenditure on staff benefits	1 expenditure on staff benefits	1 expenditure on staff benefits	1 expenditure on staff benefits	1 expenditure on staff benefits	Report submitted in terms of MFMA
			BUDGETING										
			To Facilitate Budgeting	Submit the Review of Budget & Tariffs Annually by 31 Jan 2018	OPEX	Y		31-Jan-18	-	-	31-Jan-18	-	Acknowledgement letter from Provicial & National Treasury And Council Resolution
				Submission of income and expenditure report within 10 working days after the end of the month (Section 71 Report)	OPEX	M		10 Days after the end of the month	10 days after the end of the month	10 days after the end of the month	10 days after the end of the month	10 days after the end of the month	Signed Section 71 Report
				Submissions of Annual Financial statement to Office of the Auditor General by 31 Aug 2016	OPEX	Y		31-Aug-17	31-Aug-17	-	-	-	Signed Receipt Form/Date Stamp on e-mail
				Compile Budget time table by the 31 Aug 2017	OPEX	Y		31-Aug-17	31-Aug-17	-	-	-	Signed Receipt Form (Corporate)
				Submission of draft budget and tariffs to council for tabling by the 31 March 2018	OPEX	Y		31-Mar-18	31-Mar-18	-	-	-	Signed Receipt Form (Corporate)
				Submission of budget by the 31 May 2018 to council for approval	OPEX	Y		31-May-18	-	-	-	31-May-18	Signed Receipt Form (Corporate)
				Preparation of bank reconciliation within 10 Days (10th day of every subsequent month)	OPEX	M		10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	Approval Date of the Recon

			SUPPLY CHAIN MANAGEMENT									
			Procurement of Goods & Services	Compilation and review of supplier's database quarterly within 10 days After the end of the Quarter	OPEX	Q		10 Days after the end of the Quarter	10 days Days after the end of the Quarter	10 days Days after the end of the Quarter	10 days Days after the end of the Quarter	10 days Days after the end of the Quarter	Signed Suppliers Printout
				Monthly reporting of all tenders awarded within 10 Days After the end of the Month	OPEX	M		10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	Singned Monthy Report
				Annual invitation of service providers for inclusion in the Supply Chain Management Database by 31 July 2017	OPEX	Y		31-Jul-17	31-Jul-17	-	-	-	Newspaper advert for invitation of suppliers. Updated database with newly added suppliers.
			To Develop and Support local Co-operatives	Number of Local SMME's that TMDM has procured services/goods from.	OPEX	Q		20 Local SMME's	5 Local SMME's	5 Local SMME's	5 Local SMME's	5 Local SMME's	Local Coperatives Procurement signed Report
				Number of Local Enterpreneurs that TMDM has procured services/goods from	OPEX	Q		20 Local Enterpreneurs	5 Local Enterpreneurs	5 Local Enterpreneurs	5 Local Enterpreneurs	5 Local Enterpreneurs	Local Coperatives Procurement signed Report
			Ensure Strict Internal Controls	Develop Internal Control Measures and Procedure Manuals in the Directorate by the 30 October 2017	OPEX	Y		30-Oct-17	-	30-Oct-17	-	-	Signed Report of reviewed internal control measures. Procedure manual
				Review the Supply Chain Management Policy in terms of Chapter 11 of the MFMA and Submit it to Council for Approval by 31st May 2018	OPEX	Y		31-May-18	-	-	-	31-May-18	Reviewed SCM Policy and Council resolution
			ASSET MANAGEMENT									
			To Facilitate Management of Assets	Updating of Assets on the Register within 10 Days After the end of the Month	OPEX	M		10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	GRV Date & capturing Date
				Monthly Asset reconciliation between the GL and the Asset Register within 10 Days After the end of the Month	OPEX	M		10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	Approval Date of the Recon
				Assets verification annually by the 10th July 2017	OPEX	Y		10-Jul-17	10-Jul-17	-	-	-	Signed Stocktake report
				Monthly inventory reconciliation between the inventory list and the GL within 10 working days	OPEX	M		10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	10 Days after the end of the month	Approval Date of the Recon
				100% of assets insured by the 31st July 2017	OPEX	Y		Assets insured by the2017/07/31	Assets insured by the2017/07/31	-	-	-	Insurance documents of assets

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ANNEXER

C

THABO MOFUTSANYANA *District Municipality*

PERSONAL DEVELOPMENT PLAN

2017/2018 FINANCIAL YEAR

OF

Mr. HI. LEBUSA

ACTING CHIEF FINANCIAL OFFICER

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PERSONAL DEVELOPMENT PLAN

Competency Profile of the jobs	Incumbent competency available	Skills/Performance Gap (in order of priority)	Suggested training and/or development activity	Suggested mode of delivery	Suggested Time Frames	Budget available for suggested training

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ANNEXER

D

THABO MOFUTSANYANA *District Municipality*

CODE OF CONDUCT

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;

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(*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.
(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.

4. 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.

5. Unauthorised disclosure of information

(1) A staff member of a municipality may not without permission discloses any privileged or confidential information obtain 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.

6. 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
(*c*) Be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

7. 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).

8. Council property

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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.

9. 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.

10. 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.

11. Sexual harassment

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

12. 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.

13. 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

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(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 any longer than three months;
(*b*) Demotion;
(*c*) Transfer to another post;
(*d*) Reduction in salary, allowances or other benefits; or
(*e*) An appropriate fine.

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ANNEXER

E

FINANCIAL DISCLOSURE FORM

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FINANCIAL DISCLOSURE FORM(CONFIDENTIAL)

I, the undersigned HOPOLANG ISHMAEL LEBUSA at Thabo Mofutsanyana District Local Municipality hereby certify that the following information is complete and correct to the best of my knowledge:

1. Shares and other financial interests (Not bank accounts with financial institutions)
*See information sheet: Note **(1)***

Number of shares / extent of financial interest Nature Nominal Value Name of Company or entity

Number of shared value or extent of financial interest	Nature	Nominal value	Company
1.			
2. N/A			
3.			
4.			
5.			

2. Directorships and Partnerships
*See information sheet: Note **(2)***

Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or Income
N/A		

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1. **Remunerated work outside the Municipality** (As sanctioned by Council)

Name of Employer	Type of work	Amount of Remuneration or Income	Council sanction confirmed: **Resolution**
N/A			

See information sheet: Note ***(3)***

CONFIDENTIAL

2. Consultancies and retailer ships

Name of client	Nature	Type of business activity	Value of benefits received
N/A			

See information sheet: Note ***(4)***

5. Sponsorships
See information sheet: Note ***(5)***

Source of sponsorship	Description of sponsorship	Value of sponsorship
N/A		

HI

3. Gifts and hospitality from a source other than a family member

Gift or Hospitality	Description	Value
N/A		

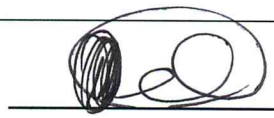
*See information sheet: Note **(6)***

Description	Value	Source

7. Land and property

*See information sheet: Note **(7)***

Description	Extent	Area Value
(1) 4 LANGEBERG AVENUE, CASHAN		±R 1 800 000
RUSTENBURG, 0299		
(2) 7E MAGALIES STREET, KOSTER		± R750 000
0399		



SIGNATURE OF EMPLOYEE

01/07/2017

DATE

HI

CONFIDENTIAL

OATH/AFFIRMATION

1. I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:

   (i) Do you know and understand the contents of the declaration?
   Answer: yes

   (ii) Do you have any objection to taking the prescribed oath or affirmation?
   Answer: No

   (iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?
   Answer: Yes

2. I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

Commissioner of Oath /Justice of the Peace

Full first names and surname:

RADEBE S.
(Block letters)

Designation(rank):

WARRANT OFFICER
Ex Officio Republic of South Africa

Street address of institution:

CORNER ELIZABETH ROSE & MAMPOI STREET PHUTHADITJHABA

Date: 07/09/2017 Place: PHUTHADITJHABA

CONTENTS NOTED: MUNICIPAL MANAGER.....

DATE: 07/09/2017.

SUID-AFRIKAANSE POLISIEDIENS
PHUTHADITJHABA
ADMINISTRASIE DIENSTE
2017 -09- 07
PHUTHADITJHABA
COMMUNITY SERVICE CENTRE

EK SERTIFISEER DAT HIERDIE DOKUMENTE 'N WARE AFDRUK (AFSKRIF) IS VAN DIE OORSPRONKLIKE DOKUMENT WAT AAN MY WAARNEMING VOORGELE IS. EK SERTIFISEER VERDER DAT, VOLGENS MY WAARNEMINGS DAAR NIE 'N WYSIGING OF VERANDERING OP DIE OORSPRONKLIKE DOKUMENT AANGEBRING IS NIE.

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS MARKED TO ME FOR IDENTIFICATION. I FURTHER CERTIFY THAT, FROM MY OBSERVATIONS, THERE APPEARS TO BE NO CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

HANDTEKENING/SIGNATURE

MAGSNOMMER/FORCE NUMBER 05176611 RANG/RANK W/Officer

NAAM IN DRUKSKRIF/NAME IN PRINT Radebe.S

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INFORMATION SHEET FOR THE GENERIC FINANCIAL DISCLOSURE FORM

The following notes are a guide to assist with completing the Financial Disclosure form (Annexure E):

NOTE 1: Shares and other financial interests

Designated employees are required to disclose the following details with regard to shares and other financial interests held in any private or public company or any other corporate entity recognised by law:

- The number, nature and nominal value of shares of any type;
- The nature and value of any other financial interests held in any private or public company or any other corporate entity; and
- The name of that entity.

NOTE 2: Directorships and partnerships

Designated employees are required to disclose the following details with regard to directorships and partnerships:

- The name and type of business activity of the corporate entity or partnership/s; and the amount of any remuneration received for such directorship or partnership/s.
- Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.
- Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

NOTE 3: Remunerated work outside the Municipality (As sanctioned by Council)

Designated employees are required to disclose the following details with regard to Remunerated work outside the public service:

- The type of work;
- The name and type of business activity of the employer; and
- The amount of the remuneration received for such work.

Remuneration means the receipt of benefits in cash or kind, and work means rendering a service for which the person receives remuneration.

NOTE 4: Consultancies and retailer ship

Designated employees are required to disclose the following details with regard to Consultancies and retailer ship:

- The nature of the consultancy or retailer ship of any kind;
- The name and type of business activity, of the client concerned; and
- The value of any benefits received for such consultancy or retailer ship.

NOTE 5: Sponsorships

Designated employees are required to disclose the following details with regard to Sponsorships:

- The source of the sponsorship;
- The description of the sponsorship; and
- The value of the sponsorship.

NOTE 6: Gifts and hospitality from a source other than a family member

Designated employees are required to disclose the following details with regard to Gifts and hospitality:

- A description and the value and source of a gift with a value in excess of R350.00;
- A description and the value of gifts from a single source which cumulatively Exceed the value of R350.00 in the relevant 12 month period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantages that they received from any source e.g. any discount prices or rates that are not available to the general public. All personal gifts within the family and hospitality of a traditional or cultural nature need not be disclosed.

NOTE 7: Land and Property

Designated employees are required to disclose the following details with regard to their ownership and other interests in land and property (residential or otherwise both inside and outside the Republic):

- A description of the land or property;
- The extent of the land or property;
- The area in which it is situated; and
- The value of the interest.