

WINNIE MADIKIZELA- MANDELA LOCAL MUNICIPALITY



DISCIPLINARY CODE & PROCEDURE POLICY

Approved by the COUNCIL on:

13 MAY 2022

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1. PREAMBLE

WHEREAS the Municipality remains committed to maintaining the highest level of discipline with its staff;

WHEREAS the Municipality appreciates that discipline in the workplace is not punitive, but is a corrective measure aimed at maintaining discipline;

WHEREAS the Municipality subscribes to the principles of equality, and specifically equal treatment of its staff, as enshrined in the Constitution of the Republic;

WHEREAS the Municipality subscribes to the principles of fair labour practices as enshrined in section 23 of the Constitution of the Republic and other relevant statutory regulations;

WHEREAS the Municipality's staff conduct is regulated by the Local Government: Municipal Systems Act 32 of 2000 and other sectoral collective agreements;

WHEREAS the Municipality wishes to create an environment that has certainty as to undesirable and reprehensible conduct warranting disciplinary action;

NOW THEREFORE BE IT ENACTED that the Municipality adopts the Disciplinary Code and Procedure Policy.

2. DEFINITIONS

- 2.1. Employee:** means any person employed by the Municipality and receiving remuneration in turn for services provided, and for purposes of this policy includes Expanded Public Work Program workers;
- 2.2. The Municipality:** means Winnie Madikizela-Mandela Local Municipality and its Council body;
- 2.3. Sectoral Determination:** means a collective decision made within the sector that the Municipality operates, namely the local government sector;
- 2.4. Local Labour Forum / (LLF):** means a forum established to deal with matters at the workplace;
- 2.5. Retirement Age:** means the mandatory age at which employee must retire from the employ of the Municipality, for the sake of eliminating any ambiguity the mandatory retirement age is 65 (Sixty Five) years

3. LEGAL FRAMEWORK

- 3.1.** Labour Relations Act 66 of 1995 (as amended);
- 3.2.** Basic Conditions of Employment Act 75 of 1997;
- 3.3.** Local Government: Municipal Systems Act 32 of 2000 (as amended); and
- 3.4.** South African Local Government Bargaining Council Main Collective Agreement.

4. OBJECTIVE OF THE POLICY

- 4.1.** To ensure that the Municipality's standards of discipline are known to employees.
- 4.2.** To ensure that the Municipality institutes fair labour practices in dealing with matters relating to discipline.

- 4.3. To ensure that employees are aware of their rights before, during, and after disciplinary proceedings
- 4.4. To avert and correct unacceptable conduct.

5. SCOPE OF THE POLICY

- 5.1. This policy applies to all employees that are currently employed by the Municipality.
- 5.2. This policy shall remain applicable to all individuals stated in paragraph 5.1 for as long as it is in force, or up until such a period that it is reviewed and/or set aside by the Municipality or any other institution with the authority to do so.

6. CONSULTATIVE STRUCTURES

The Municipality recognises that the relationship between management and employees will be enhanced and supported by formal consultative structures. For this purpose the Municipality subscribes to the establishment of the LLF as prescribed in the Main Collective Agreement.

7. RELATIONSHIP WITH EMPLOYER ORGANISATIONS AND TRADE UNIONS

- 7.1. The Municipality affiliates to the South African Local Government Association ("SALGA").
- 7.2. The Municipality may affiliate with any other employers' organisation in addition to, or in lieu of SALGA.
- 7.3. The Municipality shall, subject to its constitutional right to govern the local community, on its own initiative comply with the policies and directives of an employers' organisation of which it is a member.
- 7.4. Employees have the right to form, join and participate in the activities of a trade union. The participation of an employee in the activities of a trade union of which she/he is a member, shall take place in accordance with the relevant provisions of the applicable collective agreement.

8. DISCIPLINE IN THE WORKPLACE

- 8.1. The Municipality shall maintain order in the workplace by means of fair and consistent application of a disciplinary procedure in order for employees to distinguish between acceptable and unacceptable conduct in the workplace.
- 8.2. In the Municipality's attempt to realise the provisions set out in paragraph 8.1, the Municipality upholds the provisions of the Main Collective Agreement and Schedule 2 of the Municipal Systems Act 32 of 2000. (Refer to Annexure 2)
- 8.3. The Municipality promotes a positive approach to discipline;
- 8.4. The Municipality believes that discipline is fundamentally a corrective measure and not a punitive measure; and must be applied in a prompt, fair, consistent and progressive manner.
- 8.5. The key object of discipline in the Municipality is to ensure that the Municipality and its employees treat each other fairly and with mutual respect. While employees should be protected from arbitrary action, the Municipality expects satisfactory conduct and acceptable work performance from its employees.
- 8.6. The prescribed disciplinary measures are designed to –
 - 8.6.1. ensure fair and equal treatment of all employees;
 - 8.6.2. encourage timely corrective action in the event of an employee's conduct proving to be unsatisfactory or unacceptable;
 - 8.6.3. ensure that the principles of natural justice are applied before judgement is passed on an employee's conduct; and
 - 8.6.4. be equally applicable to all the employees of the Municipality.
- 8.7. Disciplinary procedures may not be dispensed with or delayed because –
 - 8.7.1. an employee has acknowledged guilt to an accusation of misconduct; or
 - 8.7.2. Criminal, civil or other action has been instituted against an employee.

9. PRINCIPLES OF DISCIPLINE IN THE MUNICIPALITY

- 9.1. Every employee must maintain discipline at all times and conduct his/her self in an acceptable manner.
- 9.2. For purposes of maintaining discipline in the workplace the Municipality subscribes to the provisions of the Main Collective Agreement.
- 9.3. An employee who is alleged to have contravened this policy or the Municipality's code of conduct has the right.

- 9.3.1. to hear the allegations against her/him and to receive in writing a charge sheet containing the alleged misconduct in sufficient detail in order for her/him to properly prepare for the enquiry to be held;
 - 9.3.2. to object to the appointment of a specific person as presiding officer of the disciplinary tribunal or departmental enquiry on the grounds of factual evidence;
 - 9.3.3. to call and cross-examine witnesses;
 - 9.3.4. to submit documents in evidence and to inspect any document that is submitted in evidence;
 - 9.3.5. to a hearing within a reasonable time after the alleged misconduct took place as provided in the main collective disciplinary code and procedure;
 - 9.3.6. to have an interpreter present during the enquiry to translate the proceedings in the official language she/he prefers;
 - 9.3.7. to be represented at the disciplinary enquiry by an employee, a shop steward or a union official
 - 9.3.8. to receive timely notice of an enquiry;
 - 9.3.9. to state her/his case in defence of the charges brought against her/him;
 - 9.3.10. to a verdict;
 - 9.3.11. to have any previous disciplinary record considered only after her/his guilt had been proven;
 - 9.3.12. to submit mitigating circumstances before a sanction is imposed after the finding of guilt;
 - 9.3.13. to be notified of the sanction that was imposed;
 - 9.3.14. to be notified of her/his right to appeal the finding or both the finding and the sanction;
 - 9.3.15. to protection against victimisation as a result of an enquiry into alleged misconduct as well as due to membership of any organisation or trade union.
- 9.4. Disciplinary action against an employee who is a union representative or office-bearer of a trade union may not be instituted without first informing and consulting the relevant union.

10. RESPONSIBILITY FOR EMPLOYEE DISCIPLINE

- 10.1. The Municipal Manager shall maintain discipline in the workplace provided that the Municipal Manager may delegate her/his powers, functions and duties in this regard one or more departmental heads.
- 10.2. The Municipal Manager may, subject to the supply chain management policy, appoint an independent and suitably qualified investigating officer to conduct investigations into any alleged misconduct or irregularities in the Municipality.

11. PLEA BARGAINING

- 11.1. The Municipal Manager may enter into a written plea bargain agreement with an employee accused of misconduct, provided that—
 - 11.1.1. an offer to enter into a plea bargain has been made and accepted before the employee concerned has plead her/his guilt or innocence to the alleged misconduct;
 - 11.1.2. the Municipal Manager is of the opinion that it is in the best interest of the Municipality to do so, taking into account the effect of such plea bargain on the administration of workplace justice; and the maintenance of discipline in the workplace
- 11.2. The Municipal Manager may enter into a written plea bargain agreement with an employee accused of misconduct, if applicable, the employee irrevocably undertakes to—
 - 11.2.1. disclose fully and honestly any information she/he may have with regard to misconduct by any other employee; and
 - 11.2.2. Give evidence in any disciplinary enquiry into alleged misconduct by any other employee.
- 11.3. The Municipal Manager may enter into a written plea bargain agreement with an employee accused of misconduct if a plea bargain may not pardon and/or protect the relevant employee from –
 - 11.3.1. criminal charges being brought against her/him where such charges are warranted; or
 - 11.3.2. Civil liability for her/his participation in authorising, incurring or making any irregular, fruitless and wasteful or unauthorised expenditure.

12. SETTLEMENT OF DISCIPLINARY CASES

- 12.1.** The Municipal Manager may enter into a written agreement with an employee who has been accused of misconduct to settle a disciplinary enquiry in which the employee concerned has already plead her/his guilt or innocence, provided that an offer to settle the matter is made and accepted before the presiding officer makes a ruling in the matter.
- 12.2.** The Municipal Manager may enter into a written agreement if she/he is of the opinion that it is in the best interest of the Municipality to settle the matter, taking into account—
 - 12.2.1. the effect of such settlement on the administration of workplace justice; and
 - 12.2.2. the maintenance of discipline in the workplace
- 12.3.** A settlement may not absolve and/or insulate the relevant employee from –
 - 12.3.1. criminal charges being brought against her/him where such charges are warranted; or
 - 12.3.2. civil liability for her/his participation in authorising, incurring or making any irregular, fruitless and wasteful or unauthorised expenditure.
- 12.4.** The Municipal Manager may enter into a written agreement if the employee concerned—
 - 12.4.1. tenders her/his resignation from the Municipality's employ with immediate effect; and
 - 12.4.2. agrees not to withdraw her/his resignation at any time, declare a dispute with regard to her/his resignation, and/or institute any claim for compensation due to her/his resignation in addition to the amount of the settlement.

13. EMPLOYEES UNDER THE INFLUENCE OF INTOXICATING SUBSTANCES

- 13.1.** If it is suspected that an employee is under the influence of an intoxicating substance whilst at work, the matter must immediately be reported to her/his immediate supervisor.
- 13.2.** A breathalyser test may be performed with the express consent of the employee concerned after she/he had been informed that the result of the test may be used in an enquiry into alleged misconduct. The results of a breathalyser test may be used as evidence in an enquiry.
- 13.3.** An employee is considered to be under the influence of an intoxicating substance if corroborating and reliable evidence to that effect can be presented. Medical evidence or the result of a breathalyser test in connection with the alcohol content of an employee's

blood is not a prerequisite for charging an employee with, or finding her/him guilty of misconduct.

- 13.4.** If the supervisor, upon investigation finds that the accused employee appears or acknowledges being under the influence of an intoxicating substance, she/ he must send the employee home for the remainder of that work day. The fact that an employee has been sent home does not in any way detract from the relevant supervisor's duty to allege that the employee has committed misconduct in terms of the prescribed policies.

14. PRIVATE AND PERSONAL AFFAIRS

- 14.1.** An employee must take care of her/his private and personal affairs outside of official working hours, except where the employee's immediate supervisor gives permission otherwise, within the limits of what is fair and reasonable.
- 14.2.** A twenty four (24) hour notice period will be considered to be a reasonable notice period, although an even earlier notice is preferable.
- 14.3.** A timeous notification as stated in paragraph 11.2 does not automatically authorise an employee to attend to personal and/or private affairs.
- 14.4.** The employee's immediate supervisor will take into consideration the workload in the office/department and other ancillary issues before authorising the employee to attend to his private and/or personal affairs during official working hours.

15. MUNICIPALITY'S PROPERTY

- 15.1.** An employee must take all reasonable steps within her/his power and sphere of influence to care for, and protect, the Municipality's property.
- 15.2.** An employee who is issued with property, utensils, equipment, implements, machinery, vehicles or other items belonging to the Municipality is responsible for their safe-keeping, purposeful use and supervision.
- 15.3.** An employee may not –
- 15.3.1.** allow or permit that any property, utensils, equipment, implements, machinery, vehicles or other items belonging to the Municipality be used without authorisation;

- 15.3.2. make unauthorised use of any property, utensils, equipment, implements, machinery, vehicle or any other items;
 - 15.3.3. permit or allow that any property, utensils, equipment, implements, machinery, vehicle or other items belonging to the Municipality, be removed from any municipal premises without authorisation and neither may she/he remove them;
 - 15.3.4. repair or restore such property unless authorised to do so; and
 - 15.3.5. abuse or use unreasonably any property, utensils, equipment, implements, machinery, vehicles or other items provided to her/him by the Municipality.
- 15.4. An employee must immediately after it has come to her/his attention report to her/his immediate supervisor any defect in or damage to any property, utensils, equipment, implements, machinery, vehicle or any other item belonging to the Municipality.

16. FINANCIAL RESPONSIBILITY

- 16.1. An employee must have access to, and keep abreast of the relevant prescripts if she/he is, in the course of her/his duties is responsible for –
- 16.1.1. the receipt, handling, custody, depositing or supervision of money, stamps, face value documents or securities; or
 - 16.1.2. the handling of stock or equipment or other material belonging to the Municipality; or
 - 16.1.3. Accounting or any administrative procedures in connection with the Municipality's financial affairs.

17. COLLECTIVE BARGAINING AND NEGOTIATION

- 17.1. For purposes of this policy it is recorded that: –
- 17.1.1. terms and conditions of employment/service must be determined by collective bargaining;
 - 17.1.2. bargaining on any matter related to terms and conditions of employment, including remuneration, must be conducted at national level or by a body authorised by the central council of the bargaining council; and
 - 17.1.3. The Municipality subscribes to and abides by sectoral determinations made by the South African Local Government Bargaining Council.

18. DISPUTE RESOLUTION

- 18.1.** The Municipality subscribes to the principles of and procedures for dispute resolution contained in the Labour Relations Act. The Municipality will participate in a bona fide manner in any dispute resolution procedures in an endeavour to resolve disputes as expediently and fairly as possible.
- 18.2.** The Municipality believes that –
- 18.2.1. should an individual or collective dispute arise out of the employment relationship, it will best be resolved by dialogue in a climate that is free from extraneous pressures and stress;
 - 18.2.2. if a deadlock is reached with regard to any matter in dispute, the parties to the dispute must meet at least twice within a period of 10 days to try to resolve the issue;
 - 18.2.3. if the dispute is still unresolved after having complied with paragraph (18.2.2), the parties must meet within five days of the last meeting to consider alternative ways of resolving the dispute; and
 - 18.2.4. the alternative ways of resolving the dispute may include conciliation, mediation, arbitration and labour court proceedings.

19. MANAGEMENT OF INDUSTRIAL ACTION

- 19.1.** The Municipality endorses the right of employees to strike and to embark on other forms of industrial action as determined by the law.
- 19.2.** Whenever employees of the Municipality embark on a strike or any other form of industrial action the principle of no-work-no-pay shall *mutatis mutandis* apply in respect of such absent employees and those engaging in a strike or industrial action.
- 19.3.** The Municipality shall not grant any application for leave of absence to an employee for the purpose of participating in a strike or other industrial action.
- 19.4.** The Municipality commits itself to protect its property against destruction and damage and the safety and security of its employees, councillors and residents within the Municipality during any strike or other industrial action by employees and shall for this purpose –
- 19.4.1. make appropriate and reasonable security arrangements; not allow any industrial action to take place on or in any premises of the Municipality; and

- 19.4.2. Take appropriate action, including disciplinary action and litigation, against any employee or union concerned who, whilst participating in a strike or other industrial action, causes damage to or destructs property of the Municipality or who harasses, intimidates, assaults or coerces any person during the course of such action or in preparation thereof.
- 19.5. Any employee claiming or alleging that she/he was harassed, intimidated, assaulted or persuaded into or for not participating in a strike or other industrial action or who claims that she/he feared for her/his life or property during a strike, must submit a sworn written affidavit to that effect to the Senior Manager: Corporate Services in order for the Municipality to take appropriate action.
- 19.6. The Municipal Manager must, in consultation with such other managers as she/he may determine, develop and maintain a written strike management plan for the management of strikes and other industrial action by employees of the Municipality.

20. DISCIPLINARY PROCEDURE

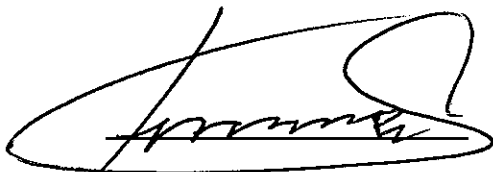
- 20.1. A disciplinary enquiry will officially begin with an accusation of alleged misconduct by an employee being brought to the attention of the Municipal Manager or her/his authorised representative in writing.
- 20.2. If after careful consideration of the allegations against the employee the Municipal Manager or her/his authorised representative is satisfied that there is prima facie cause to believe that the employee may have committed an act of misconduct, she/he may institute disciplinary proceedings against the employee concerned.
- 20.3. The Municipal Manager or her/his authorised representative shall proceed forthwith as soon as reasonably possible, but within 3 (three) months from the date upon which the Municipal Manager gave instruction to proceed with disciplinary proceedings against the employee.
- 20.4. Before proceeding with formal disciplinary hearing the Municipal Manager or her/his authorised representative may engage the employee in an informal meeting in order to find fact or cause of the misconduct.
- 20.5. In the event that the alleged misconduct is of such a serious nature that it warrants a final written warning or dismissal, the Municipal Manager or her/his authorised representative shall establish a disciplinary enquiry.

- 20.6. An employee who commits any act as contemplated in Annexure 1 of this policy will be considered to have committed a serious misconduct and a formal disciplinary will be instituted against her/him. (Refer Annexure 1)
- 20.7. The processes and timeframes to be followed in formal disciplinary proceedings are as contained in the Main Collective Agreement.

21. POLICY REVIEW AND REPORT

- 21.1. The policy document shall be reviewed annually and/or when deemed necessary especially if there is a change in Collective agreement or legislation and submitted as part of the budget approval process.

Signed on the 22 day of 06 2022



MUNICIPAL MANAGER

ANNEXURE 1: MUNICIPAL SCHEDULE OF SERIOUS MISCONDUCT



WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

MUNICIPAL SCHEDULE OF SERIOUS MISCONDUCT

The following is a list of infractions viewed by the Municipality to be serious acts of misconduct. Any employee found guilty of any of the infractions below may be dismissed on the first occasion.

- 1 Intimidating other staff members;
- 2 Fighting and/or Assaulting staff members;
- 3 Theft or unauthorized possession of Municipal property;
- 4 Malicious damage to Municipal property;
- 5 Being under the influence of intoxicating drugs whilst on duty such that performance is impaired or diminished;
- 6 Consumption of intoxicating drugs whilst on duty
- 7 Any act of gross dishonesty;
- 8 Any act of negligence;
- 9 Gross insubordination;
- 10 Disclosing any information that is privileged, unless it is a protected disclosure;
- 11 Any act of bribery or corruption; and
- 12 Any other act of misconduct that constitutes a just cause for dismissal.

**ANNEXURE 2: CODE OF CONDUCT
WINNIE MADIKIZELA-MANDELA LOCAL
MUNICIPALITY**



EXTRACT OF SCHEDULE 2 OF THE MUNICIPAL SYSTEMS ACT 32 OF 2000

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.

(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not -

(a)

(Item 4(2)(a) of Schedule 2 deleted by section 22(a) of Act 19 of 2008)

(b)

(Item 4(2)(b) of Schedule 2 deleted by section 22(a) of Act 19 of 2008)

(c) be engaged in any business, trade or profession other than the work of the municipality.

(3) No staff member of a municipality may be a party to or beneficiary under a contract for the provision of goods or services to any municipality or any municipal entity established by a municipality.

(Item 4(3) of Schedule 2 added by section 22(b) of Act 19 of 2008)

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.

5A. Declaration of interests

(1) A person appointed in terms of section 56 or a municipal manager must within 60 days after his or her appointment declare in writing to the chairperson of the municipal council the following interests held by that person or municipal manager:

- (a) Shares and securities in any company;
- (b) Membership of any close corporation;
- (c) Interest in any trust;
- (d) Directorships;
- (e) Partnerships;
- (f) Other financial interests in any business undertaking;
- (g) Interest in property; and
- (h) Subsidies, grants and sponsorships by any organisation.

(2) Any change in the nature or detail of the financial interests of a staff member must be declared in writing quarterly to the chairperson of the municipal council.

(3) The municipal council must determine which of the financial interests referred to in sub item (1) must be made public having regard to the need for confidentiality and the public interest for disclosure.

(Item 5A of Schedule 2 inserted by section 23 of Act 19 of 2008)

6. Unauthorised disclosure of information

(1) A staff member of a municipality may not without permission disclose 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.

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

(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-

(a) Suspension without pay for no longer than three months;

(b) Demotion;

(c) Transfer to another post;

(d) Reduction in salary, allowances or other benefits; or

(e) An appropriate fine.

(Item 14A of Schedule 2 inserted by section 29 of Act 44 of 2003)