

## **PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN:**

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

**S.D. SIBANDE**

**AND**

**T.P. MAZIBUKO**

**SOCIAL SERVICES & ECONOMIC DEVELOPMENT  
DIRECTOR**

**FOR THE**

**PERIOD: 01 JULY 2015 to 30 JUNE 2016**

## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Okhahlamba Local Municipality as the employer herein represented by Mr S.D. Sibande in her/his capacity as Municipal Manager.

And Mr. T.P Mazibuko , Employed as the Social Services and Economic Development Director for the Okhahlamba Local Municipality.

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

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

#### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 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<sup>st</sup> JULY 2015** and will remain in force until **30<sup>th</sup> June 2016** and thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

### 4 PERFORMANCE OBJECTIVES

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

## 5 PERFORMANCE MANAGEMENT SYSTEM

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

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	5
Municipal Institutional Development and Transformation	60
Local Economic Development (LED)	10
Municipal Financial Viability and Management	5
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.

**COMPETENCY FRAMEWORK STRUCTURE**

The competencies that appear in the competency framework are detailed below

<b>LEADING COMPETENCIES</b>	
Strategic Direction and leadership	<ul style="list-style-type: none"> <li>• Impact and influence</li> <li>• Institutional Performance Management</li> <li>• Strategic planning and management</li> <li>• Organisational awareness</li> </ul>
People Management	<ul style="list-style-type: none"> <li>• Human Capital planning and Development</li> <li>• Diversity in management</li> <li>• Employee Relations Management</li> <li>• Negotiation and Dispute Management</li> </ul>
Program and project Management	<ul style="list-style-type: none"> <li>• Program and project planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Program and Project Monitoring and Evaluation</li> </ul>
Financial Management	<ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>
Change Leadership	<ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and Improvement</li> <li>• Change Impact Monitoring and evaluation</li> </ul>
Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>
<b>CORE COMPETENCIES</b>	
Moral Competence	
Planning and Organising	
Analysis and Innovation	
Knowledge and Information Management	
Communication	
Results and Quality Focus	

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## 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.

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6.5 The annual performance appraisal will involve:

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

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

**6.5.2 Assessment of the CCRs**

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

**6.5.3 Overall rating**

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

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

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

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

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

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

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

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

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

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

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

<b>First quarter</b>	:	July – September.....
<b>Second quarter</b>	:	October – December.....
<b>Third quarter</b>	:	January – March.....
<b>Fourth quarter</b>	:	April – June.....

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.

7.5 The **Employer** may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the **Employee** will be fully consulted before any such change is made.

## 8. DEVELOPMENTAL REQUIREMENTS

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

## 9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall –

9.1.1 create an enabling environment to facilitate effective performance by the employee;

9.1.2 provide access to skills development and capacity building opportunities;

9.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;

9.1.4 on the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

## 10. CONSULTATION

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

- 10.1.1 a direct effect on the performance of any of the **Employee's** functions;
  - 10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
  - 10.1.3 a substantial financial effect on the **Employer**.
- 10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

## 11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:
- 11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
  - 11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 11.3 In the case of unacceptable performance, the **Employer** shall –
- 11.3.1 provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
  - 11.3.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

## 12. DISPUTE RESOLUTION

- 12.1 Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
- 12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or
  - 12.1.2 any other person appointed by the MEC.
  - 12.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.
- 12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

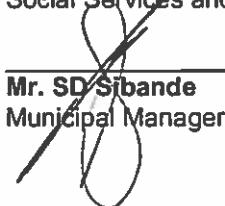
**13. GENERAL**

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Employer**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the Employee 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 Bergville on this the 24 day of JUNE 2015

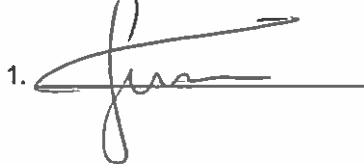


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**Mr. T.P Mazibuko**  
Social Services and Economic Development Director



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**Mr. SD Sibande**  
Municipal Manager

**AS WITNESSES:**

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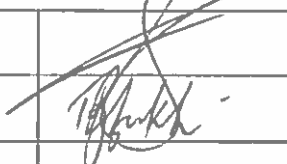

<b>PERFORMANCE PLAN</b>
SOCIAL AND ECONOMIC DEVELOPMENT DIRECTOR
Okhahlamba Local Municipality
2015/2016

This plan defines the Council's expectations of the Director Social & Economic Development Services in accordance with the 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.

The *main parts* to this performance plan are:

1. A statement about the *purpose of the position*;
2. A performance scorecard *key performance Area (KPAs), performance indicators (KPIs), weightings, target/target dates (i.e. annual and quarterly) and evidence required*;
3. Brief *Individual Learning Plan (ILP)*.
4. Evaluation Sheet

The period of this plan is from **1<sup>st</sup> July 2015** to **30<sup>th</sup> June 2016**

Signed and accepted by the: <i>MUNICIPAL MANAGER</i> on behalf of the Council	
Signed by the SOCIAL & ECONOMIC DEVELOPMENT DIRECTOR:	
DATE:	24/06/2015

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**1. Purpose**

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

**2. Key responsibilities**

The following objects of local government will inform the Director Social Services and Economic Development Service's performance against set performance indicators:

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

**3. Key Performance Areas**

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

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

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KPA	GOAL	OBJECTIVE	REFERENCE NUMBER	STRATEGY	INDICATOR	WEIGHT 100%	QUARTER 1 TARGET	QUARTER 2 TARGET	QUARTER 3 TARGET	QUARTER 4 TARGET	PROTFOILIO OF EVIDENCE
Local Economic Development and Social Development	To respond to social development issues and create a climate conducive for local economic development	Promote economic growth and development+C24ent	LESD01	Create jobs through LED initiatives	Number of jobs created through municipality LED initiatives including capital projects		233	233	233	233	List of SMME's and co-operatives
					Amount spent on jobs created through LED initiatives including capital projects		R125 000.00	R125 000.00	R125 000.00	Monthly payment report	
					Number SMMEs and Co-ops supported with training		7	7	7	List of SMME's and co-operatives	
					Number of LED Forums Held		1	1	1	Attendance Register	
					Number of Local Tourism forum held		1	1	1	Attendance Register	
					Amount spent on purchasing Fire Fighting Truck				R2 500 000	Payment voucher	
Good Governance and Public Participation	To enhance and implement systems and procedures towards accountable local governance	Effective Public participation	LESD05	Amount spent on purchasing of 3 Tractors & full equipment	Amount spent on purchasing of 3 Tractors & full equipment			R1 500 000.00			Payment voucher
					Amount spent on computerized Learner System				R1 426 000.00	Payment voucher	
					Ensure functional Ward Committees		42	42	42	MINUTES and ATTENDANCE REGISTER	
Cross-cutting issues	To create functional systems and	Efficient credible strategic and spatial municipal	CRCI01	Development of Wall-Wall Scheme	Date of adoption of Wall-to-Wall Scheme			30 Dec-2015		COUNCIL RESOLUTION	

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KPA	GOAL	OBJECTIVE	REFERENCE	STRATEGY	INDICATOR	WEIGHT	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	PROFOLIO OF
	procedures to attain effective land use and sustainable environmental management	planning	CRC102	Implementation of the KZN Planning and Development Act	% of applications processed within the legal timeframes		100%	100%	100%	100%	COUNCIL RESOLUTIONS & PLANNERS REPORTS
	Preventing or reducing the risk of disasters; Mitigating the severity or consequences of disasters; Emergency preparedness; A rapid and effective response to disasters and; Post-disaster recovery and rehabilitation.	To mitigate the effect of disasters and ensure improved responses	CRC103	Establishment of disaster management Structures and systems	Date of adoption of reviewed Disaster Management Plan				30-Mar-16		COUNCIL RESOLUTION
					Number of Established Disaster Management Forums			1			ATTENDANCE REGISTERS & MINUTES
					Date disaster management centre established			30 Oct- 2015			ESTABLISHED DISASTER MANAGEMENT CENTRE
				Functional Disaster Management Centre	Percentage response to reported disasters		100%	100%	100%	100%	DISASTER MANAGEMENT REPORTS
			CRC104	Ensure road safety	Number of traffic fines issued		80	80	80	80	Traffic fines report

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**COMPETENCY FRAMEWORK STRUCTURE**

The competencies that appear in the competency framework are detailed below

<b>LEADING COMPETENCIES</b>	
Strategic Direction and leadership	<ul style="list-style-type: none"> <li>• Impact and influence</li> <li>• Institutional Performance Management</li> <li>• Strategic planning and management</li> <li>• Organisational awareness</li> </ul>
People Management	<ul style="list-style-type: none"> <li>• Human Capital planning and Development</li> <li>• Diversity in management</li> <li>• Employee Relations Management</li> <li>• Negotiation and Dispute Management</li> </ul>
Program and project Management	<ul style="list-style-type: none"> <li>• Program and project planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Program and Project Monitoring and Evaluation</li> </ul>
Financial Management	<ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>
Change Leadership	<ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and Improvement</li> <li>• Change Impact Monitoring and evaluation</li> </ul>
Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>
<b>CORE COMPETENCIES</b>	
Moral Competence	
Planning and Organising	
Analysis and Innovation	
Knowledge and Information Management	
Communication	
Results and Quality Focus	

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The employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 100%/80% of the overall assessment result as per the weightings agreed to between the employer and employee.

<b>1. Key Performance Areas (KPA's) for Technical Services Director</b>		<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>
	<b>Weighting</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>
Good Governance & Public Participation	20				
Institutional Development and Transformation	70				
Financial Viability	5				
Basic Service Delivery	5				
<b>Total</b>	<b>100%</b>				

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# CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

(As stipulated in schedule 2 of the Systems act) (Act 32/2000)

## 1. Definitions

In this Schedule 'partner' means a person who permanent 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, equality 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 provision 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

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description, seek to implement the objectives set out in the integrated development plan, and achieve the performance target set for the performance indicator;

- e) participate in the overall performance management system for the municipality. As well as the staff member's individual's performance appraisal and reward system, if such exists, in order to maximize 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 obtain 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.

#### 5. Disclosure of benefit

- (1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquire or stands to acquire any direct

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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, associates or close family member, has or acquires in common with all other residents of the municipality.

#### 6. Unauthorized disclosure of information

- (1) A staff member or a municipality may not without permission disclose any privileged or confidential information obtain as a staff member of the municipality to an unauthorized 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) Disclosed 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) Disclosed 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 councilor, 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;

- 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 favour

- (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) Be involved in a business venture with a councillor without the prior written consent of the council of the municipality.
- (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 amount from a staff member's salary after this period.

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#### **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 member**

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. Breach of Code**

Breach 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.

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**ANNEXURE : D**

**DECLARATION OF INTERESTS**

I, TP MASHUKO declare that neither I nor my close family \* have any personal or business interest in, or potential for personal gain from any of the organisations or projects on the list on this page of this form, with the exception of the following

Organisation/ Project	Nature of personal interest
African Autumn Trading cc	100% ownership

\* Personal interests include membership of the organisation's board of directors/ trustees or senior management, held either by yourself or a member of your close family. Close family is defined as family members (including siblings) or those of the same households (including spouse, partners, children and parents).

Signed: 

Date: 26/06/2015