

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

THE COUNCIL OF THE KWADUKUZA MUNICIPALITY

Herein represented by , in his/her duly authorised capacity as

The Municipal Manager of the KwaDukuza Municipality

AND

Mr S.C. Viramuthu

EXECUTIVE DIRECTOR : COMMUNITY SAFETY

WHEREAS

- A. The Employer has entered into a Agreement of Employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000);
- B. Section 57(1)(b) of the Local Government: Municipal Systems Act, 2000, read with the Memorandum of Agreement of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement within ninety days of assumption of duty, and renew it annually within one month of the commencement of the beginning if the financial year;
- C. The parties must 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 as defined in the municipal Integrated Development Plan; and
- D. The parties must ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Local Government: Municipal Systems Act, 2000,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION AND DEFINITIONS

- 1. In this Agreement, unless the context indicates otherwise--
 - (a) an expression, which denotes any gender, includes the other genders, a natural person includes an judicial person and vice versa, and the singular includes the plural and vice versa;
 - (b) clause headings are for convenience only and will not be used in its interpretation, and the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings--
- 1 "agreement" means this Performance Agreement and all the Appendices hereto;
- "Employee" means Mr S.C. Viramuthu;
- "MEC" means the Member of the KwaZulu-Natal Executive Council responsible for local government;
- "MFMA" means the Local Government: Municipal Finance Management

↗ ⑨
QPC J.

Act, 2003 (Act No. 56 of 2003);

“Municipality” means the KwaDukuza Municipality, established in terms of Structures Act;

“parties” means the Municipality and the Employee;

“Regulations” means the Local Government: Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, promulgated in the Government Gazette as Regulation Notice 805 on 1 August 2006;

“Structures Act” means the Local Government: Municipal Structures Act, 2000 (Act No. 117 of 1998); and

“Systems Act” means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), and the Regulations promulgated in terms of the Act;

(c) words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that subclause; and

(d) this agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

PURPOSE OF THIS AGREEMENT

2. The purpose of this Agreement is to –

(a) comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Memorandum of Agreement of Employment entered into between the parties;

(b) communicate the Employer’s performance expectations and accountabilities to the Employee, by specifying objectives and targets as defined in the IDP;

(c) specify accountabilities as set out in the Performance Plan, which must be in a format substantially compliant with Appendix “A”;

(d) monitor and measure performance against set targeted outputs;

(e) use this Agreement and the Performance Plan as the basis for assessing the performance of the Employee and to establish whether the Employee has met the performance expectations applicable to the position; and

(f) appropriately reward the Employee in accordance with the Employer’s performance management policy in the event of outstanding performance.

Handwritten signature and initials: QPZ

COMMENCEMENT AND DURATION

3. (1) This Agreement will commence on **1 July 2017** and will remain in force until **30 June 2018** where after a new Agreement, Performance Plan and Personal Development Plan must be concluded between the parties for each of the following financial years or any portion thereof for the duration of the Agreement of Employment.
- (2) This Agreement will terminate on the termination of the Employee's employment for any reason whatsoever.
- (3) The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- (4) 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 must immediately be revised.
- (5) Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Systems Act, and regulation 4(5) of the Regulations.

PERFORMANCE OBJECTIVES

4. (1) The Performance Plan must set out the–
- (a) the performance objectives and targets that must be met by the Employee; and
 - (b) the time frames within which those performance objectives and targets must be met.
- (2) The performance objectives and targets reflected in the Performance Plan must–
- (a) be set by the Employer in consultation with the Employee;
 - (b) be based on the Integrated Development Plan and Budget of the Employer; and
 - © include key objectives, performance indicators, target dates and weightings.
- (3) It is agreed that–
- (a) the key objectives must describe the main tasks that must be performed by the Employee;
 - (b) the key performance indicators provide the details of the evidence that must be provided to indicate that a key objective has been achieved;
 - © the target dates describe the timeframe in which the work must be achieved; and
 - (d) the weightings indicate the relative importance of the key objectives to each other.
- (4) 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.

NS
Q.P.Z
A

PERFORMANCE MANAGEMENT SYSTEM

5. (1) The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Municipality, and accepts that the purpose of the performance management system is to provide a comprehensive system, with specific performance standards, to assist Municipality to perform to the standards required.
- (2) The Employer must consult the Employee about the specific performance standards that are included in the performance management system that are applicable to the Employee.
- (3) The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas, including special projects relevant to the Employee's responsibilities, within the local government framework.
- (4) The Employee must be assessed on his or her performance in terms of the performance indicators identified in the attached Performance Plan and include—
- (a) the Key Performance Areas; and
 - (b) Core Managerial Competencies, with a weighting of 80:20 allocated to sub-clause (a) and (b) respectively.
- (5) The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following Areas:

Key Performance Areas (80% of Total)	Weighting
Spatial Planning and Environmental Management	40
Basic Service Delivery	10
Municipal Institutional Development and Transformation	10
Local Economic Development	10
Municipal Financial Viability and Management	15
Good Governance and Public Participation	15
Total	100%

- (6) The Core Management Criteria will make up the other 20% of the Employee's assessment score, and 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:

✓
09.2 8/

(6) The Core Management Criteria will make up the other 20% of the Employee's assessment score, and 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:

ACHIEVEMENT LEVELS- AMENDED REGULATIONS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
1-2	3	4	5
Unacceptable performance	Fully effective	Performance significantly above expectations	Outstanding Performance

LEADING COMPETENCIES : -	DESCRIPTION OF EACH LEADING COMPETENCY (80%)	WEIGHTING IN %
Strategic Direction and Leadership	Impact and Influence Institutional Performance Management Strategic Planning and Management Organisational Awareness	10
People Management	Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management	5
Program and Project Management	Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation	10
Financial Management	Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring	10
Change Leadership	Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation	5
Governance & Leadership	Policy Formulation Risk and Compliance Management Cooperative Governance	10
Moral Competence: CORE COMPETENCIES : - (20%)		WEIGHTING IN %
Planning and Organising		10
Analysis and Innovation		10
Knowledge and Information Management		10
Communication		10
Results and Quality Focus		10
TOTAL		100%

NS
QFZ

EVALUATING PERFORMANCE

6. (1) The Performance Plan, attached hereto as Appendix "A", must set out the—
 - (a) the standards and procedures for evaluating the Employee's performance; and
 - (b) the intervals for the evaluation of the Employee's performance.
- (2) Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage during the validity of the Agreement of Employment.
- (3) Personal growth and development needs identified during any performance review discussion, as well as the actions and time frames agreed to, must be documented in a Personal Development Plan, which must be in a format substantially compliant with Appendix "B".
- (4) The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.
- (5) The annual performance appraisal must involve—
 - (a) an assessment of the achievement of results as outlined in the performance plan;
 - (b) an assessment of each Key Performance Area 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;
 - (c) a rating on the five-point scale for each Key Performance Area; and
 - (d) the use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.
- (6) The Core Management Criteria must be assessed—
 - (a) according to the extent to which the specified standards have been met;
 - (b) with an indicative rating on the five-point scale for each Criteria; and
 - (c) by using the applicable assessment rating calculator to add the scores and calculating a final score.
- (7) An overall rating is calculated by using the applicable assessment-rating calculator, which represents the outcome of the performance appraisal, provided that the performance assessment of the Employee will be based on the following rating scale for both Key Performance Indicators and Core Management Criteria:
- (8) The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27(4)(d), (e) and (f) of the Regulations.

NJ
9
Q.P.Z +

Rating	Category	%	Description
1	UNACCEPTABLE PERFORMANCE	69% and below	Performance does not meet the standard expected for the job. The review/assessment indicates that the jobholder has achieved <u>less than fully effective results against almost all</u> of the performance criteria and indicators as specified in the Performance Agreement and work plan.
2	PERFORMANCE NOT FULLY EFFECTIVE	70% - 99%	Performance meets some of the standards expected for the job. The review/assessment indicates that the jobholder has achieved <u>less than fully effective results against more than half</u> of the performance criteria and indicators as specified in the Performance Agreement and work plan.
3	FULLY EFFECTIVE (and slightly above expectations)	100% - 114%	Performance fully meets the standard expected in all areas of the job. The review / assessment indicates that the jobholder has achieved as a minimum <u>effective results against all</u> of the performance criteria and indicators as specified in the Performance Agreement and work plan.
4	PERFORMANCE SIGNIFICANTLY ABOVE EXPECTATIONS	115% - 129%	Performance is significantly higher than the standard expected in the job. The review/assessment indicates that the jobholder has achieved <u>better than fully effective results against more than half</u> of the performance criteria and indicators as specified in the Performance Agreement and work plan and fully achieved all others throughout the performance cycle.
		130% - 149%	
5	OUTSTANDING PERFORMANCE	150% - 167%	Performance far exceeds the standard expected of a jobholder at this level. The review/assessment indicates that the jobholder has achieved <u>better than fully effective results against all</u> of the performance criteria and indicators as specified in the Performance Agreement and work plan and maintained this in all areas of responsibility throughout the performance cycle.

SCHEDULE FOR PERFORMANCE REVIEWS

7. (1) The performance of each Employee in relation to his or her performance agreement must be reviewed during—
- July to September for the First quarter;
 - October to December for the Second Quarter;
 - January to March for the Third quarter
 - April to June for the Fourth quarter, Provided that reviews in the first and third quarter may be verbal if performance is satisfactory.
- (2) The Employer must keep a record of the mid-year review and annual assessment meetings, and feedback must be based on the Employer's assessment of the Employee's performance.
- (3) The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee must be consulted before any such change is made.

W
EP
Q.P.2

OBLIGATIONS OF THE EMPLOYER

8. The Employer must–

- (a) create an enabling environment to facilitate effective performance by the Employee;
- (b) provide access to skills development and capacity building opportunities;
- (c) work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- (d) on the request of the Employee delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement; and
- (e) make available to the Employee such resources as the Employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in this Agreement.

CONSULTATION

9. (1) The Employer agrees to consult the Employee timeously where the exercising of the powers will–

- (a) have a direct effect on the performance of any of the Employee's functions;
- (b) commit the Employee to implement or to give effect to a decision made by the Employer; and
- (c) have a substantial financial effect on the Employee.

(2) The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-clause (1) above, as soon as is practicable to enable the Employee to take any necessary action without delay.

MANAGEMENT OF EVALUATION OUTCOMES

10. (1) The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- (2) A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance, as per regulation 32(2) of the Regulations.
- (3) In the case of unacceptable performance, the Employer–
- (a) must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - (b) may, after appropriate performance counselling and having provided the necessary guidance and support as well as reasonable time for improvement in performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

NJ

BP

QPZ

JP

DISPUTE RESOLUTION

11. (1) Any disputes about the nature or content of the Employee's Performance Agreement, must be mediated by –
- (a) the Member of the Executive Council responsible for local government in the province, in the case of the Municipal Manager, or any other person appointed by the said Member of the Executive Council; and
 - (b) the Mayor, in the case of Managers directly accountable to the Municipal Manager, within thirty days of receipt of a formal dispute from the Employee.
- (2) Any disputes about the outcome of the Employee's performance evaluation, must be mediated by–
- (a) the Member of the Executive Council for local government in the province, or any other person appointed by the MEC, in the case of the Municipal Manager; and
 - (b) a Municipal Councillor, in the case of Managers directly accountable to the Municipal Manager, provided that such a Councillor was not part of the evaluation panel contemplated in regulation 27(4)(e) of the Regulations, within thirty days of receipt of a formal dispute from the Employee
- (3) The decision of the Mediator contemplated in sub-clauses (1) and (2) will be final and binding on both parties.

GENERAL

12. (1) The Employer must make the contents of this Agreement and the outcome of any review conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.
- (2) Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his or her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments
- (3) The performance assessment results of the Municipal Manager must be submitted to the Member of the Executive Council responsible for local government in KwaZulu-Natal as well as the National Minister responsible for local government, within fourteen days after the conclusion of the assessment.

✓

⑧/


Qp 2 ✓

SIGNED AT Lwa Dikwa ON THIS THE 30 DAY OF JUNE 2017

THE Employee

1.  (Sign)

AS WITNESSES:


2.  (Sign) Siceluxolo Ntuli (Print Name)

SIGNED AT Lwa Dikwa ON THIS THE 30 DAY OF JUNE 2017

THE MUNICIPALITY

1.  (Sign)

AS WITNESSES:

2.  (Sign) Qinise Mwele (Print Name)

NB: Section 4(5) of the regulations. The employment contract and performance agreement must be submitted to the MEC responsible for Local Government in the relevant province as well as national minister responsible for Local Government within 14 days after concluding the employment contract and performance agreement.

PERSONAL DEVELOPMENT PLAN

MUNICIPALITY : KWADUKUZA MUNICIPALITY
INCUMBENT : MR SC VIRAMUTHU
SALARY : R _____
JOB TITLE : EXECUTIVE DIRECTOR : COMMUNITY SAFETY
REPORT TO : MUNICIPAL MANAGER

1. **What are the competencies required for this job (refer to competency profile of job description)?**
B.Degree, Management experience, Local Government experience, Computer Literate, Financial Management, Strategic Leadership, knowledge in law enforcement, Disaster Management, Fire and emergency
2. **What competencies from the above list, does the job holder already possess?**

National Diploma Municipal Policing and Traffic Management, B. Tech.Degree in Town and Regional Planning, 5 years management experience, National Certificate: Municipal Finance Management, Computer Literate.
3. **What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)**
Strategic Leadership, B.Degree in Law Enforcement/Disaster Management
4. **Actions/Training interventions to address the gaps/needs**
Training needs for 2017/2018 , Strategic Leadership ,Advanced Computer Skills, Law Enforcement Degree,
5. **Indicate the competencies required for future career progression/development**
Strategic Leadership ,Advanced Computer Skills, Disaster Management
6. **Actions/Training interventions to address future progression**
Strategic Leadership ,Advanced Computer Skills, Disaster Management
7. **Comments/Remarks of the Incumbent**
I would appreciate the opportunity of being trained in the following,
Strategic Leadership ,Advanced Computer Skills, Law Enforcement Degree, Disaster management, Fire and emergency management
8. **Comments/Remarks of the supervisor**

②
N

Agreed upon

Signature :



Supervisor :

N S MRAICOM

Date :

30/06/2017

Signature :



Incumbent :

S. C. UIRAMUTTU.

Date :

30/06/2017

Date of next review :

N S


SKILLS DEVELOPMENT PLAN

EMPLOYEE NAME: SC VIRAMUTHU
POSITION: ED : COMMUNITY SAFETY

Skills/ Performance Gap	Outcomes expected	Suggested training and/or development activity	Proposed time frames	Work opportunity available/created to allow practice of skill	Support person/ mentor
1.Strategic Leadership	Strategic Manager	Strategic Leadership Course	3 months	Yes	
2.Financial Management	Good financial management	Financial Management for non finance managers	3 months	Yes	
3.Disaster Management	Applies knowledge to work environment	Disaster Management	3 months	Yes	
4.Law Enforcement	Applies knowledge to work environment	Law enforcement t studies	3 Years	Yes	
5.Fire Technology	Applies knowledge to work environment	Fire Technology	2 Years	Yes	

SIGNATURE : _____

23

FINANCIAL DISCLOSURE FORM

I, the undersigned Mr S.C Viramuthu of P.O.Box 1806, KwaDukuza, 4450, and 9 Van De Wagen Drive, Rocky Park, KwaDukuza, (Residential address) employed as, Executive Director: Municipal Services at the KwaDukuza 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
50	Shares		Sasol
100	Shares		PhutumaNathi

2. Directorships and Partnerships

See information sheet: Note (2)

Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or Income
nil	nil	Nil


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

See information sheet: Note (3)

Name of Employer	Type of work	Amount of Remuneration or Income
NIL		

Council sanction confirmed :

Signature of Municipal Manager :  Date : 30/06/2017



4. **Consultancies and retainerships**

See information sheet: Note (4)

Name of client	Nature	Type of business activity	Value of benefits received
NIL			

5. **Sponsorships**

See information sheet: Note (5)

Source of sponsorship	Description of sponsorship	Value of sponsorship
Nil		

6. **Gifts and hospitality from a source other than a family member**

See information sheet: Note (6)

Description	Value	Source
Nil		

7. **Land and property**

See information sheet: Note (7)

Description	Extent	Area	Value
Erf 3272	900 sq m	Rocky Park	R240 000
Erf 5 ,	1018 sq m	Tinley Manor	R875 000
Erf 4	2103 sq m	Tinley Manor	R950 000
Flat 13 Palm Lakes	95 sq m	Palm Lakes	R780 000
Flat 84 St James	38 sq m	Bellaire	R140 000


SIGNATURE OF EMPLOYEE

DATE: 30/06/2017

PLACE: KwaDukwa



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 NJ

(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.

Deponent

Commissioner of Oath / Justice of the Peace

Full first names and surname: WILLIAM MTHANDENI MKHIZE (Block letters)

Designation (rank): EX-OFFICIO Ex Officio Republic of South Africa

Street address of institution: 14 CHIEF ALBERT LUTHW WILLIAM MTHANDENI MKHIZE
KWADURUZA

Date: 13/07/2017

Place:

HR ADMINISTRATION OFFICER
KWADURUZA MUNICIPALITY
COMMISSIONER OF OATHS
(EX-OFFICIO)

TEL: 032 437 5000
FAX: 032 437 5002

CONTENTS NOTED: MUNICIPAL MANAGER

DATE: 30/06/2017

25 9

INFORMATION SHEET FOR THE GENERIC FINANCIAL DISCLOSURE FORM

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

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 retainerships

Designated employees are required to disclose the following details with regard to consultancies and retainerships:

- The nature of the consultancy or retainership of any kind;

WJ WH
①

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

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.

Handwritten signature and initials in the bottom right corner of the page.

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 of the Local Government: Municipal Systems Act, Act 32 of 2000 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); of the Local Government: Municipal Systems Act, Act 32 of 2000;
- (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 maximize the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

40 25

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.

5. Disclosure of benefits

(1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.

(2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

6. Unauthorised disclosure of information

(1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.

(2) For the purpose of this item "privileged or confidential information" includes any information -

(a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;

(b) discussed in closed session by the council or a committee of the council;

(c) disclosure of which would violate a person's right to privacy; or

(d) declared to be privileged, confidential or secret in terms of any law.

Handwritten signature or initials, possibly reading 'NS' or similar, located at the bottom right of the page.

- (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 subitem (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.

41 25

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

14 A. 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.



EMPLOYEE SIGNATURE

S.C. Vilela

PRINT NAME



EMPLOYER SIGNATURE

N.S. Mafikane

PRINT NAME





PERFORMANCE PLAN

Entered into by and between

THE KWADUKUZA MUNICIPALITY

And

**MR S.C. Viramuthu
EXECUTIVE DIRECTOR : COMMUNITY SAFETY**

1. Purpose

The performance plan defines the Council's expectations of the Municipal Manager's performance agreement to which this document is attached and Section 57 (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 Municipal Manager's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote 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 Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:

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

NJ ①

4. Key Performance Objectives and Indicators , for the Municipal Manager

The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1 August 2006)
- 4.3 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to, Chapter 8. (Must include, *inter alia*, tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General's report.)
- 4.5 Property Rates Act, 2004.
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal Systems Act, 2000, in particular, but not limited to, sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager.

PERFORMANCE PLAN (SCORECARD ATTACHED)

Signed and accepted by *QS*

Job title : Executive Director : Community Safety

Date : 30 / 06 / 2017

Signed by the **MUNICIPAL MANAGER** on behalf of the **KWADUKUZA Council**

SIGN: *m*

Date : 30 / 06 / 2017

ND *QD*