



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MUNICIPALITY OF **KWADUKUZA**,
AS REPRESENTED BY THE ACCOUNTING OFFICER

MR N. J MDAKANE
MUNICIPAL MANAGER

AND

MR S.M KHANYILE
EXECUTIVE DIRECTOR : COMMUNITY SERVICES AND PUBLIC
AMENITIES

FOR THE

FINANCIAL YEAR: 1 JULY 2024 – 30 JUNE 2025

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Municipality of **KwaDukuza**, herein represent by **Mr N. J Mdakane** in his capacity as **Municipal Manager** (hereinafter referred to as the Employer or Accounting Officer)

and

MR S.M KHANYILE , EXECUTIVE DIRECTOR :
COMMUNITY SERVICES AND PUBLIC AMENITIES
of **KwaDukuza** (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of Section 57 of the Local Government: Municipal Systems Acts 32 of 2000 ("the System Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57 of the Systems Act, read with the Contract of Employment concluded between 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 the relevant Sections of the Systems Act.

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2. PURPOSE OF THIS AGREEMENT

The Purpose of this Agreement is to:

- 2.1 Comply with the provisions of the Systems Act as well as the Contract of Employment 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 the 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 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery.

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3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 July 2024** and will remain in force until **30 June 2025**. Thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the abovementioned 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.

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4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan 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 the performance plan is set by the employer in consultation with the employee and based on the Integrated Development Plan and the Budget of the municipality and shall include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 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.

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5. PERFORMANCE MANAGEMENT SYSTEM


- 5.1 The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the municipality.
- 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 standard 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 Key Performance Areas (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 must be assessed consist of two components, both of which must be contained in the performance agreement. 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. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80 % and CCR s will account for 20 % of the final assessment.
- 5.6 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 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

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KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
Spatial Planning & Environmental Management	0%
Basic Service Delivery	50%
Local Economic Development (LED)	13%
Municipal Financial Viability and Management	25%
Good Governance and Public Participation	08%
Municipal Transformation and Institutional Development	04%
TOTAL	100%

- 5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The Competency Framework (CF) will make up the other 20% of the employee's assessment score. The Competency Framework as contained in the Local Government Regulations on Appointment and Conditions of Employment of Senior Managers, 2014 must be used for this purpose. The Regulations state that there is no hierarchal connotation to the structure and all competencies are essential to the role of a Senior Manager to influence high performance. All competencies must therefore be considered as measurable and critical in assessing the level of a Senior Managers performance.

Competency Framework Structure (Competency Descriptions attached as Annexure B)

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The competencies that appear in the competency framework are detailed below : -

Leading competencies		Weighting in %
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	15
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	15
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	10
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	15
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	10
Governance & Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	10
Core competencies		
Moral Competence		5
Planning and Organising		5
Analysis and Innovation		5
Knowledge and Information Management		5
Communication		5
TOTAL WEIGHT		100%

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6. EVALUATING PERFORMANCE

6.1 This Agreement sets out:

6.1.1 The standards and procedures for evaluating Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

6.5 The annual performance appraisal will involve:

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

(a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

(b) An indicative rating on the five-point scale should be provided for each KPA.

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- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the Competency Framework

- to
- (a) Each Competency should be assessed according to the extent which the specified standards have been met.
 - (b) An indicative rating on the five-point scale should be provided for each competency.
 - (c) The applicable assessment rating calculator then be used to add the scores and calculate a final competency score.

6.5.3 Overall Rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcomes 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 Competency Framework:

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RATING	CATEGORY	DESCRIPTION
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
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 –

- (i) Mayor.
- (ii) Chairperson of the performance audit committee.
- (iii) Member of the executive committee.
- (iv) Mayor and/or municipal manager from another municipality; and

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- (v) Member of a ward committee as nominated by the 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 –
- (i) Municipal Manager.
 - (ii) Chairperson of the performance audit committee.
 - (iii) Member of the executive committee.
 - (iv) Municipal manager from another municipality.
- 6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels.

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7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1 The performance of the employee in relation to his or her performance agreement must be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter : July - September

Second quarter : October - December

Third quarter : January-March

Fourth quarter : April-June

- 7.2 The employer must keep a record of the mid-year review and annual assessment meetings.

- 7.3 Performance feedback must 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 the performance plan from time to time for operational reasons on agreement between both parties.

- 7.5 The employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

8. DEVELOPMENTAL REQUIREMENTS

A personal development plan (PDP) for addressing developmental gaps must form part of the performance agreement.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer must:

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 delegates such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in term 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.

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10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee timeously were 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 above, as soon as is practicable to enable the employee to take any necessary action without delay.
- 10.3 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 ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that –

The Performance Management Regulations stipulates that a minimum of 130% qualifies for a 5% bonus and a score of 167% qualifies for a 14% performance bonus, since there are amendments made in terms of COGTA performance guidelines which have percentages below 130%,

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the following criteria will be used to cover both the Regulations and the amended COGTA guidelines:

- o A score of 100% -114% is awarded a bonus of 3%
- o A score of 115% -129% is awarded a bonus of 4%
- o A score of 130% -149% is awarded a bonus between 5% - 9%
- o A score of 150% -159% is awarded a bonus of 10%
- o A score of 160% -167% is awarded a bonus between 12% - 14%

The table below stipulates the guidelines on the exact % paid out according to the scores achieved:

Rating score achieved	Percentage score achieved	Bonus paid
1	69% and below	0%
2	70% - 99%	0%
3	100% - 114%	3%
	115% - 129%	4%
4	130% - 135%	5%
	136% - 140%	7%
	141% - 143%	8%
	144% - 149%	9%
5	150% - 159%	10%
	160%- 167%	12% - 14%

11.3 In the case of unacceptable performance, the employer shall –

- (a) provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
- (b) after appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and

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performance does not improve, 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.

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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:

(a) In the case of the municipal manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC ; and

(b) In the case of managers directly accountable to the municipal manager, the mayor 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 Any disputes about the outcome of the employee's performance evaluation, must be mediated by –

(a) In the case of the municipal manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC ; and

(b) 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 Local Government: Municipal Regulations for Municipal Managers & Managers Directly Accountable to Municipal Managers, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

13. GENERAL

- 13.1 The contents of the performance agreement must be made available to the public by the employer in accordance with the Municipal Finance Management Act, 2003 and Section 46 of the Act.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the employee in terms of his or her employment contract, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

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Thus, done and signed at KwaDukuza on this the 12th day of June 2024.

EMPLOYEE :

SIYABO KUM KUMMICO AA
PRINT NAME SIGNATURE

WITNESS 1 : Nomthandazo Ngcobo ABue
PRINT NAME SIGNATURE

WITNESS 2 : QINISILE MSWELI [Signature]
PRINT NAME SIGNATURE

EMPLOYER : _

N.J. MDAKANE
PRINT NAME

[Signature]
SIGNATURE

WITNESS 1 : JUDI SEWQUEAL [Signature]
PRINT NAME SIGNATURE

WITNESS 2 : Pearl Mbili [Signature]
PRINT NAME SIGNATURE

N.J. MDAKANE [Signature]

PERSONAL DEVELOPMENT PLAN

MUNICIPALITY : KWADUKUZA
INCUMBENT : S.M KHANYILE
SALARY : _____
JOB TITLE : EXECUTIVE DIRECTOR:COMMUNITY SERVICES AND
PUBLIC AMMENITIES
REPORT TO : MUNICIPAL MANAGER

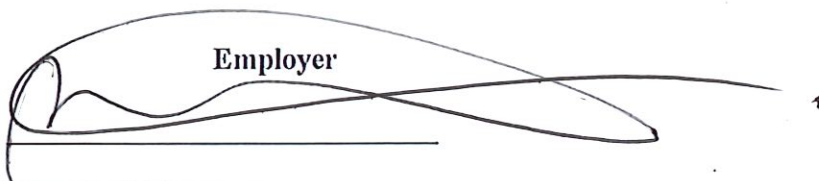
1. What are the competencies required for this job (refer to competency profile of job description)?
 - a) Bachelor's Degree
 - b) Registration with Professional Body
 - c) A Certificate Programme in Management Development for Municipal Finance(CPMD / MFMP)
2. What competencies from the above list, does the job holder already possess?
 - a) Bachelo'r Degree in Management
 - b) Registered as Technical Planner with SACPLAN
 - c) (CPMD / MFMP) Minimum Competency Levels in terms of Municipal Regulations 2007.
3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)
4. Actions/Training interventions to address the gaps/needs
5. Indicate the competencies required for future career progression/development
 - a) Master's Degree
 - b) Diploma / Bachelor's Degree in Project Management
6. Actions/Training interventions to address future progression
 - a) Advanced Research in the Master's in Town and Regional Planning
7. Comments/Remarks of the Incumbent
8. Comments/Remarks of the supervisor

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Agreed upon

Signature :

Employer

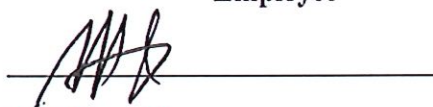


Supervisor : Municipal Manager

Date : 30 June 2024

Employee

Signature :



Incumbent : S.M Khanyile

Date : 30 June 2024

Date of next review: 30 June 2025

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FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) **Khanyile, S.M.**, of
1 Witpeer Avenue, Mtunzini, 3867

(Postal address)

And P. O. Box 251, Mtunzini, 3867

(Residential address)

employed as **Executive Director : Community Services & Public Amenities** 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
SMK Empire Group	None	100%	SMK Empire Group (Pty) Ltd

2. **Directorships and Partnerships**

See information sheet: Note (2)

Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or Income
SMK Empire Group	Live Stock	R 15 000,00

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
	NONE	

Council sanction confirmed :

Signature of Municipal Manager :

Date : 30 June 2024

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4. Consultancies and retainerships

See information sheet: Note (4)

Name of client	Nature	Type of business activity	Value of benefits received
	NONE		

5. Sponsorships

See information sheet: Note (5)

Source of sponsorship	Description of sponsorship	Value of sponsorship
N	NONE	

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

See information sheet: Note (6)

Description	Value	Source
NA	N/A	N/A

7. Land and property

See information sheet: Note (7)

Description	Extent	Area	Value
1 Witpeer Avenue	1400	m ²	2 500 000,00
56 Cherington Way	1200	m ²	2 250 000,00


SIGNATURE OF EMPLOYEE

DATE: 30 June 2024

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PLACE: KwaDukuza

OATH/AFFIRMATION

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

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

Answer : Yes

(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer: No

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

Answer: Yes

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

The signature/mark of the deponent is affixed to the declaration in my presence.



WILLIAM MTHANDENI MKHIZE
HR ADMINISTRATION OFFICER
KWADUKUZA MUNICIPALITY
COMMISSIONER OF OATHS
(EX-OFFICIO)

Commissioner of Oath / ~~Justice of the Peace~~

TEL: 032 437 5145

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 LUTHULI, KWADUKUZA

Date: 30/06/2024

Place: _____



CONTENTS NOTED: MUNICIPAL MANAGER

DATE: 30 June 2024

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**INFORMATION SHEET FOR THE GENERIC FINANCIAL
DISCLOSURE FORM**

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

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;

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- 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.

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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.

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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.

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SMK QPM

- (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.

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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 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.

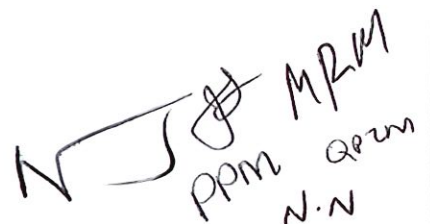

EMPLOYEE SIGNATURE

KHANYILE S.M
PRINT NAME


EMPLOYER SIGNATURE

MDAKANE N.J
PRINT NAME

30 JUNE 2024


PPM
N.N

PERFORMANCE PLAN

Entered into by and between

THE KWADUKUZA MUNICIPALITY

And

EXECUTIVE DIRECTOR: COMMUNITY SERVICES & PUBLIC AMMENITIES

MR S.M KHANYILE

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.

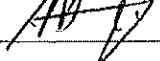
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4. Key Performance Objectives and Indicators, for the Municipal Manager

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  _____

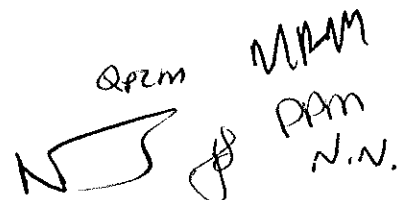



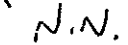
Job title: Executive Director: Community Services & Public Amenities

Date: 30 June 2024

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

SIGN: 

Date: 30 June 2024


N.S.  
M.M. 
P.M. 
N.V.

EXECUTIVE DIRECTOR : COMMUNITY SERVICES & PUBLIC AMMENITIES 2024-2025 SCORECARD

OPMS NUMBER / DEPARTMENTAL NUMBER	PROJECT NAME	ANNUAL BUDGET & SOURCE OF FUNDING IF OTHER THAN COUNCIL	KPI NAME	ANNUAL TARGET DESCRIPTION		QUARTER 1 JULY - SEPTEMBER		QUARTER 2 OCTOBER - DECEMBER		QUARTER 3 JAN - MARCH		QUARTER 4 APRIL - JUNE		Ward	SOURCE OF EVIDENCE
				ORIGINAL ANNUAL TARGET	ANNUAL TARGET DESCRIPTION	ORIGINAL TARGET	TARGET DESCRIPTION	ORIGINAL TARGET	TARGET DESCRIPTION	ORIGINAL TARGET	TARGET DESCRIPTION	ORIGINAL TARGET	TARGET DESCRIPTION		

NATIONAL KEY PERFORMANCE 1 :MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT (4 % WEIGHTING)

CSV 01	Cascading of PMS	R0.00	The percentage implementation of cascading of the Individual Performance Management System(IPMS) from Task Grade 19 to Task Grade 12.	100%	100% implementation of the cascading of the Individual Performance Management System (IPMS) for 11 employees from Task Grade 19 to Task Grade 12 by 30 June 2025	10%	Performance plans for 03 employees from T19 to T16 submitted to the IPMS Office by the 30 September 2024.	10%	Performance plans for 08 employees from T15 to T12 submitted to the IPMS Office by the 31 December 2024.	40%	1)Email to HR requesting reviews from T19 to T16 by 31 January 2025 (20%) 2) Adjusted scorecards for T19 to T16 submitted to IPMS office by 31 March 2025 (20%)	40%	1)Email to HR requesting reviews from T19 to T12 by 30 April 2025 (20%) 2) Adjusted scorecards for T19 to T12 submitted to IPMS office by 30 June 2025 (20%)	N/A	1) List of employees from T19 to T12 that have submitted the performance plans 2)E-mail sent to HR requesting reviews to be conducted for T19 to T12
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NATIONAL KEY PERFORMANCE AREA 2 : FINANCIAL VIABILITY AND FINANCIAL MANAGEMENT (25 % WEIGHTING)

CSV 02	Management of CAPEX	R49 122 590.00	The percentage of Departmental Capital Budget spent	90%	90% expenditure of allocated Departmental Departmental Capex budget by 30 June 2025. (Total = R44 210 331)	20%	20% expenditure on CAPEX (R8 842 066)	50%	50% expenditure on CAPEX (R22 105 165)	60%	60% expenditure on CAPEX (R25 526 198)	90%	90% expenditure on CAPEX (R44 210 331)	90%	1) Report from finance showing Capex Spend
CSV 03	Management of OPEX	R132 889 464.00	The percentage of Departmental Operating Budget spent	90%	90% expenditure of allocated Departmental Operating Budget by 30 June 2025 (Total = R119 600 517)	15%	15% expenditure on OPEX (R17 940 077)	50%	50% expenditure on OPEX (R59 800 258)	75%	75% expenditure on OPEX (R89 700 387)	90%	90% expenditure on OPEX As per (R119 600 517)	N/A	1) Report from finance showing Opex Spend
CSV 04	Management of Overtime	R8 691 078.00	The percentage of expenditure on the Departmental Overtime Budget	100% within R8 691 078	100% of (R8 691 078) Overtime expenditure kept within the allocated budget in each quarter.	100% within R8 691 078	Overtime Expenditure kept within the budget of R8 691 078	100% within R8 691 078	Overtime Expenditure kept within the budget of R8 691 078	100% within R8 691 078	Overtime Expenditure kept within the budget of R8 691 078	100% within R8 691 078	Overtime Expenditure kept within the budget of R8 691 078	N/A	Overtime Report from Budget Office.
CSV 05	SCM	R0.00	The turn around time of the Submission of the Departmental Procurement Plan to the SCM Unit within the specified timeframe.	10	Submission of the Departmental Procurement Plan to the SCM Unit within 10 days after the approval of the budget.	0	No Target	0	No Target	0	No Target	1	1 Procurement Plan for 2025/2026 submitted to SCM by 10 June 2025	N/A	e-mail submission to SCM unit of Procurement Plan
CSV 06	SCM	R0.00	The number of Progress Reports on the Departmental Procurement Plan submitted to SCM Unit/GG/Manco/MS Portfolio Committee.	4	4 Progress Reports on the Departmental Procurement Plan submitted to SCM Unit/GG/Manco/MS Portfolio Committee by 30 June 2025	1	1 progress report for Q4 of 2023/2024 submitted SCM Unit/GG/Manco/MS Portfolio Committee.	1	1 progress report for Q1 of 2024/2025 submitted SCM Unit/GG/Manco/ MS Portfolio Committee.	1	1 progress report for Q2 of 2024/2025 submitted SCM Unit/GG/Manco/MS Portfolio Committee.	1	1 progress report for Q3 of 2024/2025 submitted SCM Unit/GG/Manco/MS Portfolio Committee.	N/A	Progress Report signed by ED and submitted to SCM Unit as well as GG or Manco or Portfolio Committee
CSV 07	Irregular expenditure	R0.00	The percentage of irregular expenditure maintained.	0%	The department to maintain 0% irregular expenditure by 30 June 2025	0%	Nil departmental irregular expenditure.	0%	Nil departmental irregular expenditure.	0%	Nil departmental irregular expenditure.	0%	Nil departmental irregular expenditure.	N/A	A spreadsheet comparing 2023/2024 total irregular expenditure and the irregular expenditure as at the end of each quarter.

NATIONAL KEY PERFORMANCE AREA 3 : BASIC SERVICE DELIVERY & INFRASTRUCTURE DEVELOPMENT (50 % WEIGHTING)

OPMS 66	Solid Waste Removal	R0.00	The percentage of households with access to basic level of solid waste removal (NKPI)	100%	100% of estimated households with access to basic level of solid waste removal by 30 June 2024	100%	100% of estimated households with access to basic level of solid waste removal	100%	100% of estimated households with access to basic level of solid waste removal	100%	100% of estimated households with access to basic level of solid waste removal	100%	100% of estimated households with access to basic level of solid waste removal	All	SOP, Skip maps ,Sample of C Track movement/Odo meter reports. Trip forms, Monthly breakdown reports, Inspection reports
CSV 08	Procurement of machinery & equipment	R2 000 000.00	The Number of milestones achieved towards the procurement of refuse machinery & equipment.	5	5 Milestones achieved towards the procurement of 1 refuse machinery & equipment by 31 December 2024	2	TAC approval - 1 and Appointment of service provider -1	3	Delivery - 1 , Installation - 1 and commissioning - 1 by 31 December 2024.	0	No target	0	No target	N/A	TAC minutes, appointment letter and delivery note.
OPMS 67	Upgrade to Beach facilities	R2 000 000	The percentage of the sewer system at Zinkwazi beach upgraded.	100%	100% of the sewer system at Zinkwazi Beach upgraded by 30 June 2025	34%	Appointment of Service provider using the Panel of Contractors under- 17% Site hand over -17%	34%	Demolish and construct pump sump -17% Pump installation, piping and commissioning- 17%	16%	Conservancy tank installation- 16%	16%	Completion certificate - 16%	Ward 03	Appointment letter of Service provider site hand over minutes ,Progress report with pictures completion certificate

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OPMS : 68	Upgrade of Darnall Sport fields	R8 000 000	The percentage completion of the Upgrade to the Darnall Sportsfield.	100%	100% Upgrade to Darnall Sportsfield completed by 30 June 2025.	25%	TSC approval - 10% Advert -15%	50%	TEC approval -10% TAC approval -10%, appointment of contractor-10% & site handover- 20%	12%	Practical completion certificate -12%	13%	Completion certificate - 13%	Ward 02	TSC , advert ,TEC, TAC minutes, appointment letter, Site hand over minutes, Progress report to IAT and Practical /Completion certificate.
OPMS : 69	Rehab. Parking area in Vlakspruit cemetery	R6 430 000.00	The percentage completion of the parking area in Vlakspruit cemetery	100%	100% completion of the parking area in Vlakspruit cemetery by 30 June 2025.	33%	TSC approval -11% TEC approval - 11% and TAC approval- 11%	33%	Appointment of the contractor-11% Site handover -11% and Site establishment -11%	22%	Site clearance-11% , Removal of material off site -11%	12%	Practical /Completion Certificate/ Completion certificate - 12%	Ward 21	TSC , advert ,TEC, TAC minutes, site handover minutes ,appointment letter Progress report with reports Practical /Completion certificate.
OPMS: 70	Refurbishment of KwaDukuza Taxi rank	R17 706 619	The percentage completion of KwaDukuza Taxi Rank refurbishment	100%	100% completion of KwaDukuza Taxi Rank refurbishment by 30 June 2025.	25%	Upgrade of stormwater and sewer	25%	Erection of loading shelters	30%	Layer works re surfacing and Practical completion certificate	20%	Completion certificate	Ward 19	Progress report to MS portfolio committee with pictures ,Practical completion/ completion certificate .
OPMS : 70a	Upgrade of Ballito Taxi Rank	R6 579 563.00	The percentage Upgrade to the Ballito Taxi Rank completed.	100%	100% Upgrade to the Ballito Taxi Rank completed by 31 December 2024.	30%	Erection of structure -20% and upgrade of stormwater-10%	100%	Re instatement of layerwork-20% resurfacing -20% and completion certificate -30%	0	No target	0	No target	Ward 30	Progress report to MS portfolio committee with pictures and completion certificate .
CSV 09	Upgrade to the ablution facility and a guard house KwaDukuza	R2 000 000.00	The percentage of ablution facility and guard house KwaDukuza upgraded	100%	100% upgrade of KwaDukuza ablution facility and guard house completed by 31 March 2025	20%	TSC approval - 10% & Advert -10%	60%	TEC approval-10% TAC approval- 10% appointment of contractor -20% & site handover -20%	20%	Completion certificate - 20%	0	No target	Ward 19	TSC , advert ,TEC, TAC minutes, appointment letter, site handover minutes Completion certificate.
CSV 10	Rehabilitation of access road to Vlakspruit cemetery	R317 583.00	The percentage of Access road to Vlakspruit cemetery completed	100%	100% completion of Access road to Vlakspruit cemetery completed by 31 December 2024	70%	Stormwater management-20% Stone pitching -20% Kerbing -15% Asphalting -15%	30%	Practical Completion certificate - 30%	0	No target	0	No target	Ward 21	Progress report to MS Portfolio with pictures , Practical completion / Completion certificate
CSV 11	Refurbish changerooms in Vlakspruit Cemetery	R1 323 825.00	The percentage of Vlakspruit cemetery change rooms refurbishments completed	100%	100% refurbishments of Vlakspruit cemetery change rooms completed by 30 June 2025	30%	TSC approval -10% TEC approval -10% and TAC approval -10%	30%	Appointment of the contractor,-10% Site handover -10% and Site establishment -10%	30%	Alterations & external works- 30%	10%	Practical /Completion certificate -10%	Ward 21	TSC ,TEC, TAC minutes, appointment letter, site hand over minutes Progress report with pictures ,Practical /Completion certificate.
CSV 12	Cemetery Fencing : 1. KwaDukuza Crematorium 2. Shakaskraal cemetery	R1 000 000.00	The percentage completion of 2 cemeteries fencing by target date. 1. KwaDukuza Crematorium 2. Shakaskraal cemetery	100%	100% Completion of 2 cemeteries fencing by 31 December 2024	50%	Submission of job card-25% Appointment of a contractor - 25%	50%	Progress report to MS portfolio - 10% and Completion certificate for KwaDukuza Crematorium -20% & Shakaskraal cemeteries -20%	0	No target	0	No target	Ward 28 & Ward 5	Job card, Appointment letter Purchase order ,Progress report to MS portfolio with pictures, Completion certificate
CSV 13	Fencing of community halls. (Shaka's head community hall)	R500 000.00	The percentage completion of community hall fencing	100%	100 % completion of Shaka'shead community hall fencing	40%	Submission of job card -20%. Appointment of a contractor - 20%	60%	Progress report to MS portfolio - 30% and Completion certificate -30%	0	No target	0	No target	Ward 04	Job card, Appointment letter Purchase order ,Progress report to MS portfolio with pictures, Completion certificate

NATIONAL KEY PERFORMANCE AREA 4 : LOCAL ECONOMIC DEVELOPMENT (13% WEIGHTING)

OPMS:46	JOB creation	R0.00	The number of jobs created per annum.	100	100 Jobs created through capital projects	0	No target	0	No Target	0	No Target	100	100 jobs created.	N/A	List of beneficiaries signed off by ED
CSV 14	JOB creation	R0.00	The number of jobs created through verge maintenance and removal of illegally dumped waste per Quarter	600	600 Jobs created through verge maintenance and removal of illegally dumped waste by 30 June 2025	No target	No target	No target	No target		No target	600	600 jobs maintained per quarter. 40% of which should be youth and woman.	N/A	Beneficiary List of employees employed during the period under review per project. Identification. List by female, youth and male
CSV 15	Service Provider Assessment Form	R0.00	Number of Service Provider Assessments reports submitted to Manco & SCM contract's manager on all service providers within the department	4	4 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager on all service providers within the department by 30 June 2025.	1	Q4 of 2023/2024 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager.	1	Q1 of 2024/2025 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager.	1	Q2 of 2024/2025 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager.	1	Q3 of 2024/2025 Service Provider Assessments reports submitted to Manco & SCM Contract's Manager.	N/A	E-mail to Contracts Manager/Manco resolution/E-mail of Manco item to Manco secretariat.

NATIONAL KEY PERFORMANCE AREA 4 :GOOD GOVERNANCE & PUBLIC PARTICIPATION (8 % WEIGHTING)

CSV 16	Governance	R0.00	The turnaround time to upload completed Performance Information onto the Electronic Performance Management System.	10	Upload completed Performance Information onto the Electronic Performance Management System by the 10th of the month following quarter end.	10	Upload completed Performance Information by the 10th of October 2024 for Q1.	10	Upload completed Performance Information by the 5th of January 2024 for Q2	10	Upload completed Performance Information by the 10th of April 2025 for Q3.	10	Upload completed Performance Information by the 10th of July 2025 for Q4 and Annual.	N/A	Verification by the PME Champions per department.
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CSV 17	Governance	R0.00	The percentage of AG findings resolved in the AG action plan for 2022/2023 financial year.	100%	100% of AG findings resolved in the AG action plan for the 2022/2023 financial year, by 30 June 2025	25%	AG Findings for 2022/2023 resolved.	50%	AG Findings for 2022/2023 resolved.	75%	AG Findings for 2022/2023 resolved.	100%	AG Findings for 2022/2023 resolved.	N/A	list of AG findings contained in the AG action plan; quarterly % resolution of AG findings resolved in the AG action plan
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EXECUTIVE DIRECTOR : COMMUNITY SERVICES AND PUBLIC AMENITIES

SIGNATURE : 2024/06/04

DATE :

ACCOUNTING OFFICER : MR N. J. MDAKANE

SIGNATURE :

DATE :

QPCN MPM
PPM SMK