

## Appendix A



### PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE MKHAMBATHINI MUNICIPALITY  
AS REPRESENTED BY MUNICIPAL MANAGER  
(Duly authorised by Council)**

**MR S MNGWENGWE  
850303 6087 083**

**And**

**MR T.E GAMBU  
820430 5598 088**

**DIRECTOR FINANCIAL SERVICES  
OF THE MUNICIPALITY**

**01 July 2022 – 30 June 2023**

*Handwritten signatures and initials:*  
TEG, SM, ME, Z.M.

## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Mkhambathini Municipality herein represented by

**Mr. S Mngwengwe** in his capacity as Municipal Manager  
(Hereinafter referred to as the **Mkhambathini Municipality or Supervisor**)

And

**Mr. T.E Gambu** of the Municipality  
(Hereinafter referred to as the **Director : Financial Services**).

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

- 1.1 The Mkhambathini Municipality has entered into a contract of employment with the **Director: Financial Services Mr. T.E Gambu. Identity Number, 8204305598088** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Mkhambathini Municipality** and the **Director: Financial Services** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the **Director: Financial Services** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

#### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties.
- 2.2 specify objectives and targets defined and agreed with the **Director : Financial Services** and to communicate to the **Director : Financial Services** the Mkhambathini Municipality's expectations of the **Director : Financial Services's** performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement.
- 2.4 monitor and measure performance against set targeted outputs.

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- 2.5 use the performance agreement as the basis for assessing whether the **Director: Financial Services** has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the Acting Director: Financial Services; and
- 2.7 give effect to the Mkhambathini Municipality's commitment to a performance-orientated relationship with its **Director: Financial Services** in attaining equitable and improved service delivery.

### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2022** and will remain in force until **30 June 2023** 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 Acting Director: Financial Services contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

### 4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure B) sets out-
  - 4.1.1 the performance objectives and targets that must be met by the **Director: Financial Services**; and
  - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure C are set by the **Mkhambathini Municipality** in consultation with the **Director : Financial Services** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Mkhambathini Municipality**, and shall include key objectives; key performance indicators; target dates and weightings.
  - 4.2.1 The key objectives describe the main tasks that need to be done.
  - 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
  - 4.2.3 The target dates describe the timeframe in which the work must be achieved.
  - 4.2.4 The weightings show the relative importance of the key objectives to each other.

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- 4.3 **The Director: Financial Services** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Mkhambathini Municipality's** Integrated Development Plan.

## 5 PERFORMANCE MANAGEMENT SYSTEM

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

Key Performance Areas (KPA's)	Weight %
Basic Service Delivery	5 %
Municipal Institutional Development and Transformation	10 %
Local Economic Development (LED)	20 %
Municipal Financial Viability and Management	30 %
Good Governance and Public Participation	25 %
Cross Cutting	10 %
<b>Total</b>	<b>100%</b>

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5.7 In the case of managers directly accountable to the **Director: Financial Services**, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the **Director: Financial Services** and the relevant manager.

5.8 The CMC's will make up the other 20% of the **Director: Financial Services** Assessment score. CMC's that are deemed to be most critical for **Director: Financial Services** specific job should be selected (✓) from the list below as agreed to between the **Mkhambathini Municipality** and **Director : Financial Services**.

LEADING COMPETENCIES		
CORE MANAGERIAL COMPETENCIES (CMC)	COMPETENCY DESCRIPTION	WEIGHT %
1. Strategic Direction and Leadership	Impact and influence institutional Performance Management Strategic Planning and Management Organisational Awareness	15 %
2. People Management	Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and dispute Management	8 %
3. Programme and Project Management	Program and project Planning and Implementation Service Delivery Management Program and Project Management and Evaluation	12 %
4. Financial Management	Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring	5 %
5. Change Management	Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation	6 %
6. Governance Leadership	Policy Formulation Risk and Compliance Management Cooperative Governance	4 %
CORE COMPETENCIES		
7. Moral Competencies	Able to identify triggers, apply reasoning that promotes honesty and integrity and consistency display behavior that reflects moral competence.	5 %
8. Planning and Organising	Able to plan, priorities and organize information and resources effectively to ensure the quality of service delivery and build efficient contingency Plans to manage risk	5 %
9. Analysis and Innovation	Able to critically analysis information challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives.	5 %
10. Knowledge and Information Management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government.	15 %
11. Communication	Able to share information, knowledge, and ideas in a clear, focused, and concise manner, appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.	10 %

12.Results and Quality Focus	Able to maintain high quality standards, focus on achieving results and objects while consistently striving to exceed expectations and encourage others to meet quality standards, further too actively monitor and measure results and quality against identified objectives.	10 %
<b>TOTAL</b>		<b>100%</b>

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## 6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure B) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the **Director: Financial Services** performance; and
  - 6.1.2 the intervals for the evaluation of the **Director: Financial Services** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Mkhambathini Municipality** may in addition review the **Director: Financial Services** 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 **Director: Financial Services** performance will be measured in terms of contributions to the goals and strategies set out in the **Mkhambathini Municipality's** IDP.
- 6.5 The annual performance appraisal will involve:
- 6.5.1 **Assessment of the achievement of results as outlined in the performance plan:**
    - (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
    - (b) An indicative rating on the five-point scale should be provided for each KPA.
    - (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.
  - 6.5.2 **Assessment of the CCRs**
    - (a) Each CCR should be assessed according to the extent to which the specified standards have been met.
    - (b) An indicative rating on the five-point scale should be provided for each CCR.
    - (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
    - (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CCR score.
  - 6.5.3 **Overall rating**

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

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

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of the <b>Director : Financial Services</b> at this level. The appraisal indicates that the <b>Director : Financial Services</b> 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 <b>Director : Financial Services</b> 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 <b>Director : Financial Services</b> 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 <b>Director : Financial Services</b> 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 <b>Director : Financial Services</b> has achieved below fully effective results against almost all the performance criteria and indicators as specified in the PA and Performance Plan. <b>The Director : Financial Services</b> has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					



- 6.7 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established -
- 6.7.1 Executive Mayor or Mayor.
  - 6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee.
  - 6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council.
  - 6.7.4 Mayor and/or Mayor from another municipality; and
  - 6.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.
- 6.8 For purposes of evaluating the annual performance of Directors directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established -
- 6.8.1 Municipal Manager.
  - 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee.
  - 6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
  - 6.8.4 Municipal Manager from another municipality.
- 6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

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

QUARTER	MONTHS	REVIEW DATE
First quarter	July 2022– September 2022	Before the end of October 2022
Second quarter	October 2022– December 2022	Before the end of January 2023
Third quarter	January 2023– March 2023	Before the end of April 2023
Fourth quarter	April 2023– June 2023	Before the end of July 2023

- 7.2 The **Mkhambathini Municipality** shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the **Mkhambathini Municipality's** assessment of the **Director : Financial Services** performance.
- 7.4 The **Mkhambathini Municipality** will be entitled to review and make reasonable changes to the provisions of Annexure "B" from time to time for operational reasons. The **Director : Financial Services** will be fully consulted before any such change is made.
- 7.5 The **Mkhambathini Municipality** may amend the provisions of Annexure B whenever the performance management system is adopted, implemented, and / or amended. In that case the **Director : Financial Services** will be fully consulted before any such change is made.

## 8. DEVELOPMENTAL REQUIREMENTS

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

## 9. OBLIGATIONS OF THE MKHAMBATHINI MUNICIPALITY

9.1 The Mkhambathini Municipality shall –

- 9.1.1 create an enabling environment to facilitate effective performance by the **Director : Financial Services**.
- 9.1.2 provide access to skills development and capacity building opportunities;
- 9.1.3 work collaboratively with the **Director : Financial Services** to solve problems and generate solutions to common problems that may impact on the performance of the **Director : Financial Services**;
- 9.1.4 on the request of the **Director : Financial Services** delegate such powers reasonably required by the **Director : Financial Services** to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 9.1.5 make available to the Director : Financial Services such resources as the **Director : Financial Services** may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

## 10. CONSULTATION

- 10.1 The **Mkhambathini Municipality** agrees to consult the **Director : Financial Services** timorously where the exercising of the powers will have amongst others –
  - 10.1.1 a direct effect on the performance of any of the **Director : Financial Services** functions;
  - 10.1.2 Commit the **Director : Financial Services** to implement or to give effect to a decision made by the **Mkhambathini Municipality**; and
  - 10.1.3 a substantial financial effect on the **Mkhambathini Municipality**.
- 10.2 The **Mkhambathini Municipality** agrees to inform the **Director : Financial Services** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable **Director : Financial Services** to take any necessary action without delay.

## 11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of **Director : Financial Services** Performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of all-inclusive annual remuneration package may be paid to the **Director : Financial Services** in recognition of outstanding performance to be constituted as follows:

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11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

11.3 In the case of unacceptable performance, the **Mkhambathini Municipality** shall –

11.3.1 provide systematic remedial or developmental support to assist the **Director : Financial Services** to improve his or her performance; and

11.3.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Mkhambathini Municipality** may consider steps to terminate the contract of employment of the **Director : Financial Services** on grounds of unfitness or incapacity to carry out his or her duties.

## 12. DISPUTE RESOLUTION

12.1 Any disputes about the nature of the employees 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 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 executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee;

Whose decision shall be final and binding on both parties.

12.1.2 any disputes about the outcome of the employee performance evaluation must be mediated by:-



- (a) In 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 Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the **Director: Financial Services**;


### 13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Mkhambathini Municipality**.
- 13.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the **Director : Financial Services** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.
- 13.3 The performance assessment results of the **Director : Financial Services** 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.



Signed at **Camperdown** on this the 13 day of July 2022.

**AS WITNESSES:**

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**MR T.E GAMBU**  
Director : Financial Services

**AS WITNESSES:**

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**MR S MNGWENGWE**  
Municipal Manager

## **Annexure B**



# **ANNUAL PERFORMANCE PLAN, PERSONAL DEVELOPMENT PLAN AND REVIEW FOR MANAGERS**

Entered into by and between

**THE MKHAMBATHINI MUNICIPALITY  
AS REPRESENTED BY THE  
MUNICIPAL MANAGER**

**(Duly authorised by Council)**

**MR S MNGWENGWE**

**AND**

**MR T.E GAMBU  
DIRECTOR FINANCIAL SERVICES  
[“the Employee”]**

**01 July 2022 - 30 June 2023**

*T.E.G. BKM  
Z.M. M.E. Sm*

Period Under Review	
Surname	Gambu
Name	Mr TE
Municipality	Mkhambathini
Department	Financial Services
Race	
Gender	Male
Employee Number	
Date of Appointment	
Salary Package	

**Performance Plan**

**Attached as Annexure C**

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*Tim* *YES* *ME*

### Calculation on the Core Management Criteria (CMC)

CMC's are based on the eleven core competencies – every Manager should be assessed against all those CMC' that are applicable to his/her job. Compulsory CMC' for Managers are highlighted below (NOTE: Weights should be taken from the signed performance agreement for the year under review).

CORE MANAGERIAL COMPETENCIES (CMC)	√ (Indicate Choice)	WEIGHT %	MILESTONES/ COMMENTS
1 Strategic Direction and Leadership	10	%	
2. People Management	4	%	
3. Programme and Project Management	10	%	
4. Financial Management	10	%	
5. Change Management	6	%	
6. Governance Leadership	6	%	
7. Moral Competencies	8	%	
8. Planning and Organizing	5	%	
9. Analysis and Innovation	5	%	
10. Knowledge and Information Management	10	%	
11. Communication	5	%	
12. Results and Quality Focus	10	%	

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## EVALUATION ON THE CORE OCCUPATIONAL COMPETENCY (COC)

COC's are based on the eleven core competences – every Manager should be assessed against all those COC's that are applicable to his/her job.  
(NOTE: Weight should be taken from the signed performance agreement for the year under review)

CORE OCCUPATIONAL COMPETENCIES (CMC)	√ (Indicate Choice)	WEIGHT %	MILESTONES/ COMMENTS
1. Competence in Self-Management		15 %	
2. Interpretation of and Implementation within the legislative and national policy framework		15 %	
3. Knowledge of Performance Management and Reporting		5 %	
4. Knowledge of global of South African specific political, social and economic contexts		15 %	
5. Competence in policy conceptualization, analysis and implementation		10 %	
6. Knowledge of more than one functional municipal field/discipline		15 %	
7. Skills in Mediation		5 %	
8. Skills in Governance		10 %	
9. Competence as required by other national line sector department		5 %	
10. Exceptional and dynamic creativity to improve the functioning of the municipality		5 %	
<b>Total percentage</b>	<b>-</b>	<b>100%</b>	

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# PERSONAL DEVELOPMENT PLAN

AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE
AFS Preparation	ADVANCE CISEWRO TRAINING on the New update	2023/02/28

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## PERFORMANCE ASSESSMENT RATING

The Assessment Rating will be used to add the score and calculate a final KPA score (80%) and a final CMC and COC's score (20%).

The Table Below should be completed by the summarized total of each panel member (*Note: Weight should be taken from the signed performance agreement for the year under review*)

KEY PERFORMANCE AREA	WEIGHT	RATING
1. Basic Service Delivery	5 %	
2. Municipal Institutional Development and Transformation	10 %	
3. Local Economic Development	20 %	
4. Municipal Financial Viability and Management	30 %	
5. Good Governance and Public Participation	25 %	
6. Cross Cutting and Social Development	10 %	
<b>Total</b>		
x 80%		

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Core Management Competencies	Weight	Rating
1. Strategic Capability & Leadership	2 %	
2. Programme & Project Management	1 %	
3. Financial Management (Compulsory)	10 %	
4. Change Management	2 %	
5. People Management	3 %	
6. Governance Leadership	2 %	
<b>Total</b>		
x 20%		

Core Occupational Competencies	Weight %	Rating
1. Moral Competence	4 %	
2. Planning and Organizing	6 %	
3. Analysis and Innovation	2 %	
4. Knowledge and Innovation	2 %	
5. Communication	4 %	
6. Result and Quality Focus	5 %	
<b>Total</b>		
X 20%		

### Key Results

KEY PERFORMANCE AREA	(A) Sub- Total	(B) % Of Assessment
KRA (Key Result Area)		80%
CC (Conduct Criteria)		20%
c) FINAL SCORE		
<b>FINAL SCORE IN PERCENTAGE (C/5X100)</b>		

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## AGREEMENT TO PERFORMANCE AND DEVELOPMENT PLAN

I agree with the objectives as set out in the above Performance and Development Plan and undertake to achieve the objectives as agreed on.

SIGNATURE: .....

Name of Director: Mr TE Gambu

Date: .....

13/07/2022

I undertake to support **Mr TE Gambu .(Director Financial Services)** with the achievement of the above Performance and Development Plan .

SIGNATURE: .....

Municipal Manager: Mr S Mngwengwe

Date: .....

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Schedule 2

**CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS**  
[Sch. 2 amended by s. 29 of Act No. 44 of 2003.]  
**Wording of Sections**

1. Definitions. — In this Schedule “partner” means a person who permanently lives with another person in a manner as if married.

**General conduct**

2. A staff member of a municipality must at all times—
- (a) loyally execute the lawful policies of the municipal council;
  - (b) perform the functions of office in good faith, diligently, honestly and in a transparent manner;
  - (c) act in such a way that the spirit, purport and objects of section 50 are promoted;
  - (d) act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
  - (e) act impartially and treat all people, including other staff members, equally without favour or prejudice.

**Commitment to serving the public interest**

3. A staff member of a municipality is a public servant in a developmental local system, and must accordingly:-
- (a) implement the provisions of section 50 (2);
  - (b) foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
  - (c) promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
  - (d) obtain copies of or information about the municipality’s integrated development plan, and as far as possible within the ambit of the staff member’s job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;
  - (e) participate in the overall performance management system for the municipality, as well as the staff member’s individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

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### **Personal gain**

4. (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.

### **Disclosure of benefits**

5. (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.

### **Unauthorized disclosure of information**

- 6.(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 unauthorized person.
- (2) For the purpose of this item "privileged or confidential information" includes any information—
- (a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
  - (b) discussed in closed session by the council or a committee of the council;
  - (c) disclosure of which would violate a person's right to privacy; or
  - (d) declared to be privileged, confidential or secret in terms of any law.
- (3) This item does not derogate from a person's right of access to information in terms of national legislation.

### **Undue influence**

7. 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.

### **Rewards, gifts and favours**

8. (1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for —
- (a) persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
  - (b) making a representation to the council, or any structure or functionary of the council;
  - (c) disclosing any privileged or confidential information; or
  - (d) doing or not doing anything within that staff member's powers or duties.
- (2) A staff member must without delay report to a superior official or to the speaker of the council any offer, which if accepted by the staff member, would constitute a breach of sub item (1).

### **Council property**

9. 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.

### **Payment of arrears**

10. 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.

### **Participation in elections**



11. 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.

#### **Sexual harassment**

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

#### **Reporting duty of staff members**

13. 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.

#### **Breaches of Code**

14. 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.

#### **Disciplinary steps**

- 14A (1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach.

(2) Such other disciplinary steps may include—

- (a) suspension without pay for no longer than three months;
- (b) demotion;
- (c) transfer to another post;
- (d) reduction in salary, allowances or other benefits; or
- (e) an appropriate fine.

[Item 14A inserted by s. 29 of Act No. 44 of 2003.]

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ORGANISATIONAL SCORECARD FOR 2022/23																					
FINANCIAL SERVICES DEPARTMENT																					
SOBIP 2022/23																					
ALIGNMENT WITH NATIONAL POLICY FRAMEWORK	IDP, BUDGET AND B2B REF NUMBERS (ALIGNMENT)	STRATEGIC OBJECTIVE	KEY PERFORMANCE INDICATORS	DETAILED PERFORMANCE MEASURE	DEMAND	BASELINE		ANNUAL TARGET		QUARTER 1		QUARTER 2		QUARTER 3		QUARTER 4		BUDGET	WARD INFORMATION	Items of Verification (POJ)	RESPONSIBLE DEPARTMENT
						2021/2022	2022/2023	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET	TARGET						
	IDP REF NO.	B2B REF NO.																			

KEY PERFORMANCE AREA: MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION															
OUTCOME 9: A RESILIENT, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM															
OUTCOME 10: IMPLEMENT A DATA-DRIVEN APPROACH TO MUNICIPAL PLANNING, BUDGETING AND SUPPORT															
KEY PERFORMANCE AREA: MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION															
MID76	B2B-4	To ensure effective and efficient asset management	Fixed Asset Register reconciliation performed and signed off by the Chief Financial Officer	Number of Monthly reports on Fixed Asset Register reconciliation	12	12	12	3	3	3	3	N/A	Institutional	Reports signed by the Chief Financial Officer	Chief Financial Officer
MID78	B2B-5	To ensure that efficient and effective fleet management	Monthly fuel reconciliation reports	Number of monthly fuel reconciliation reports	12	12	12	3	3	3	3	N/A	Institutional	Fuel reconciliation reports and statements	Chief Financial Officer
MID78	B2B-5	To ensure that efficient and effective fleet management	Fleet management reports to portfolio committee	Number of quarterly Fleet management reports submitted to portfolio committee	4	4	4	1	1	1	1	N/A	Institutional	Fleet management reports, portfolio minutes and attendance registers	Chief Financial Officer
			Training of employees on the reviewed Fleet Policy	Date of workshop held on the training of employees on the reviewed Fleet Policy	31 - Dec-2021	31 - Dec-2021	31 - Dec-2022	N/A	31-Dec-22	N/A	N/A	N/A	Institutional	Fleet workshop attendance registers and minutes	Chief Financial Officer

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KEY PERFORMANCE AREA: FINANCIAL VIABILITY AND MANAGEMENT									
OUTPUT 1: IMPLEMENTATION A DIFFERENTIATED APPROACH TO MUNICIPAL FINANCING, PLANNING AND SUPPORT									
OUTCOME 9: A RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM									
FIN4	B2B_4	To ensure revenue enhancement	Development and approval of a revenue enhancement strategy	Dates of revenue enhancement approval by Council	30-Jun-22	30-Jun-22	N/A	N/A	Chief Financial Officer
	Quarterly age analysis reports prepared and submitted to Council		Number of Age analysis reports submitted to Council	4	4	1	1	N/A	Chief Financial Officer
	Increased percentage of debts collection rate		Percentage of debt Collected: Amount collected	70%	85%		85%		Chief Financial Officer
FIN5	B2B_4	To ensure that the Municipal Liquidity position is managed at 1:10	Prepare quarterly reports on cost coverage ratio (all available cash at a particular time) + (Investments): Conditional (grants) Monthly fixed operating expenditure	Quarterly cost coverage ratio reports submitted to Council	01:10	01:07	01:07	01:07	Chief Financial Officer
FIN6	B2B_4	To ensure effective management of the payroll system	Prepare and submit monthly Payroll Reconciliation to Senior Management	Number of monthly payroll reconciliation reports submitted to senior managers within 7 days after pay day	12	12	3	3	Chief Financial Officer
FIN7	B2B_4	To ensure effective and efficient grants management	Prepare and submit monthly Reconciliation of grants income	Number of monthly reports on reconciliations of grants income signed by the Chief Financial Officer	12	12	3	3	Chief Financial Officer
FIN8	B2B_4	To improve reporting Management	Prepare and submit financial reports on EPWP allocation spending	Number of financial reports on % Spent on EPWP allocation submitted to Public Works	12	12	3	3	Chief Financial Officer
FIN9	B2B_4	To ensure effective and efficient supply chain management system	Preparation of quarterly report to Council (Section 52D of MFMA)	Number of reports submitted to Council	4	4	1	1	Chief Financial Officer
FIN9	B2B_4	To ensure effective and efficient supply chain management system	Submit Reports to the Finance Portfolio Committee on a quarterly basis	Number of Finance Report Submitted to Finance Committee	4	4	1	1	Chief Financial Officer
FIN9	B2B_4	To ensure effective and efficient supply chain management system	Monitor financial ratios to ensure financial management	Costs coverage ratio: Total operational revenue less operational grants/ debt service payment due within the financial year	02:01	01:01	N/A	01:01	Chief Financial Officer
FIN9	B2B_4	To ensure effective and efficient supply chain management system	Monitor financial ratios to ensure financial management	Outstanding service debtors to revenue ratio: Total outstanding service debtors divide by annual revenue from services	01:01	01:01	N/A	01:01	Chief Financial Officer
FIN9	B2B_4	To ensure effective and efficient supply chain management system	Monitor financial ratios to ensure financial management	Costs coverage ratio:(available cash less urgent conditional grants- overriden) plus short term investments) divided by monthly fixed operating expenditure less debtors to revenue less provision for bad debts, impairment and loss of disposal of assets)	1:7	1:7	1:7	1:7	Chief Financial Officer
FIN9	B2B_4	To ensure effective and efficient supply chain management system	Prepare and submit monthly Bank Reconciliations signed by the Chief Financial Officer	Number of Monthly bank reconciliation	12	12	3	3	Chief Financial Officer
FIN9	B2B_4	To ensure effective and efficient supply chain management system	Prepare and submit monthly Creditors Reconciliations signed by the Chief Financial Officer	Number of Monthly creditors reconciliation and age analysis	12	12	3	3	Chief Financial Officer

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KEY PERFORMANCE AREA : CROSS CURRING ISSUES	OUTPUT 7: SINGLE WINDOW OF COORDINATION		OUTCOME 8: RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM		GG1	B2B_3	To implement and maintain effective enterprise risk management system	Update and Report on the Risk Management Register /Action Plan	Number of risk management Registers Submitted to MANCO	4	4	4	1	1	1	1	N/A	Institutional	Updated risk register, minutes and attendance register	Chief Financial Officer	
KEY PERFORMANCE AREA : CROSS CURRING ISSUES	CC1	B2B_2	To ensure strategic development and management of the municipality's integrated Development Plan	Development and approval of the IDP Budget Process Plan	Date of adoption of the 2023/2024 IDP Budget Process Plan	31-Aug-22	31-Aug-22	31-Aug-22	31-Aug-22	4	4	4	1	1	1	1	1	N/A	Institutional	Process plan and Council Resolution	Chief Financial Officer
		B2B_2		Coordinate the IDP Representative Forum meetings	Number of IDP Representative Forum meetings		2													Attendance registers and/or minutes	Chief Financial Officer
		B2B_2		Adoption and Implementation of the Integrated Development Plan (IDP) focusing on delivery of 10 critical municipal services	Date of adoption of the 2023/2024 IDP	30-Jun-22	30-Jun-22	2	2	2	2	2	2	2	2	2	2	2	2	2	N/A
KEY PERFORMANCE AREA: GOOD GOVERNANCE AND DEMOCRACY		GG6	B2B_3	To provide resorbable assistance on the adequacy and effectiveness of internal control system	Development and management of an audit action plan to maintain a good audit opinion	Quality report on audit action plan submitted to Council	4	4	4	4	4	4	1	1	1	1	1	N/A	Institutional	Reports and Council Resolution	Chief Financial Officer
				B2B-5	To ensure that services provided to the Municipality by service providers is of high quality	Assess and Report on Service Providers Performance	Number of Bi-annual Reports Presented to the MM on the assessment of service providers	2	2	2	N/A	1	1	1	1	1	N/A	Institutional	Reports on Service provider performance, acknowledgement by MM	Chief Financial Officer	
				B2B_3	To transform the municipality into a performance driven institution	Quarterly Performance Reports on achieved and not achieved targets submitted to PMS Unit	Number of quarterly Performance Reports Submitted to PMS Unit	4	4	4	1	1	1	1	1	1	N/A	Institutional	Quarterly PMS Report and Submission register	Chief Financial Officer	
				B2B_3	To ensure that services provided to the Municipality by service providers is of high quality	Assess and Report on Service Providers Performance	Number of Bi-annual Reports Presented to the MM on the assessment of service providers	2	2	2	N/A	1	1	1	1	1	1	1	1	N/A	Institutional

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## FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) GAMBU TE(Postal address) P.O. BOX 71, BERGVILLE  
3350(Residential address) HADUBE / MASUYANA Road, Bhekhany AREA  
BERGVILLE, 3350(Position held) CFO(Name of Department) FINANCETel 031 785 9320 Fax 031 785 2121

hereby certify that the following information is complete and correct to the best of my knowledge:

1. Shares and other financial interests  
See information sheet: note ①

Number of shares/Extent of financial interests	Nature	Nominal Value	Name of Company/Entity
100%	Taxes & Farming Transport		SOLEDIA Indentant

2. Directorships and partnerships  
See information sheet: note ②

Name of corporate entity or partnership	Type of business	Amount of Remuneration

## CONFIDENTIAL

## 3. Remunerated work outside the public service

Must be sanctioned by your Executing Authority. See information sheet: note ③

Name of Employer	Type of Work	Amount of remuneration
N/A	N/A	N/A

Name of Executing Authority \_\_\_\_\_ Portfolio \_\_\_\_\_

Signature of Executing Authority \_\_\_\_\_ Date \_\_\_\_\_

## 4. Consultancies and retainerships

See information sheet: note ④

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

## 5. Sponsorships

See information sheet: note ⑤

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

CONFIDENTIAL


CONFIDENTIAL

6. Gifts and hospitality from a source other than a family member  
See information sheet: note ⑥

Description	Value	Source
N/A	NA	N/A

7. Land and property  
See information sheet: note ⑦

Description	Extent	Area	Value

  
SIGNATURE OF DESIGNATED EMPLOYEE

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_

CONFIDENTIAL

## CONFIDENTIAL

## OATH/AFFIRMATION

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

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

Answer Yes

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

Answer No

(ii) 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.



MISS 888-2  
[Signature]  
Commissioner of Oath /Justice of the Peace

Full first names and surname:

Maria Mphahlele Mole

(Block letters)

Designation (rank)

ATMPISI

Ex Officio Republic of South Africa

Street address of institution

19 SHOPSIONE STREET

CAMPERDOWN

Date

2022-07-21

Place

CAMPERDOWN

CONTENTS NOTED; EXECUTING AUTHORITY

DATE:

SOUTH AFRICAN POLICE SERVICE
CSC
2022 -07- 21
CAMPERDOWN SAPS
KWAZULU NATAL