

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

NONHLANHLA S'THABILE MKHIZE
810429 0299 082

**COMMUNITY SERVICES DIRECTOR
OF THE MUNICIPALITY**

03 January 2023– 30 June 2023

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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

Community Services Director Nonhlanhla S'thabile Mkhize, Identity Number, **8104290299082** of the Municipality (Hereinafter referred to as the **Community Services Manager**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Mkhambathini Municipality has entered into a contract of employment with the **Community Services Director** 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 **Community Services Director** 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 **Community Services Director** 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 **Community Services Director** and to communicate to the **Community Services Director** Mkhambathini Municipality's expectations of the **Community Services Director** 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 **Community Services Director** has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the **Community Services Director**; and
- 2.7 give effect to the Mkhambathini Municipality's commitment to a performance-orientated relationship with its **Community Services Director** in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **03 January 2023** 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 **Community Services Director** 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 **Community Services Director** ; 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 **Community Services Director** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of **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.

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- 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 The **Community Services Director** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in **Mkhambathini Municipality's Integrated Development Plan**.

5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Community Services Director** 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 **Community Services Director** 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 **Community Services Director** about the specific performance standards that will be included in the performance management system as applicable to the **Community Services Director**
- 5.4 The **Community Services Director** agrees to participate in the performance management and development system that the Employer adopts
- 5.5 The **Community Services Director** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the **Community Services Director** responsibilities) within the local government framework.
- 5.6 The criteria upon which the performance of the **Community Services Director** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.6.1 The **Community Services Director** 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.
- 5.6.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.6.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.7 The **Community Services Director** 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 **Community Services Director**

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

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

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	5%
2. People Management	Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and dispute Management	10%
3. Programme and Project Management	Program and project Planning and Implementation Service Delivery Management Program and Project Management and Evaluation	10%
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	5%
6. Governance Leadership	Policy Formulation Risk and Compliance Management Cooperative Governance	5%
CORE COMPETENCIES		
7. Moral Competencies	Able to identify triggers, apply reasoning that promotes honesty and integrity and consistency display behavior that reflects moral competence.	10%
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	10%

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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.	10%
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.	10%
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 objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further to actively monitor and measure results and quality against identified objectives.	10%
TOTAL		100%

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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 **Community Services Director** performance; and
 - 6.1.2 the intervals for the evaluation of the **Community Services Director** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Mkhambathini Municipality** may in addition review the **Community Services Director** 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 **Community Services Director** performance will be measured in terms of contributions to the goals and strategies set out in the **Community 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.

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6.6 The assessment of the performance of the **Community Services Director** 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 Chief Financial Officer at this level. The appraisal indicates that the Community Services Director 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 Community Services Director 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 Community Services Director 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 Community Services Director 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 Community Services Director has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The Community Services Director 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.					

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- 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 managers 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 **Community Services Director** 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 **Community Services Director** 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 **Community Services Director** 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 as the case

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may be. In that case the **Community Services Director** 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 **Community Services Director**
- 9.1.2 provide access to skills development and capacity building opportunities;
- 9.1.3 work collaboratively with the **Community Services Director** to solve problems and generate solutions to common problems that may impact on the performance of the **Community Services Director**;
- 9.1.4 on the request of the **Community Services Director** delegate such powers reasonably required the **Community Services Director** 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 **Community Services Director** such resources as the **Community Services Director** 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 **Community Services Director** timorously where the exercising of the powers will have amongst others –
 - 10.1.1 a direct effect on the performance of any of the **Community Services Director** functions;
 - 10.1.2 Commit the **Community Services Director** 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 **Community Services Director** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Community Services Director** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Community Services Director** Performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

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- 11.1.1 A performance bonus of between 5% to 14% of all-inclusive annual remuneration package may be paid to the **Community Services Director** in recognition of outstanding performance to be constituted as follows:
 - 11.1.2 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.1.3 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 **Community Services Director** 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 **Community Services Director** 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 Mayor; 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: Community Services**;

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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 **Community Services Director** 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 **Community Services Director** 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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SIGNED AT CAMPERDOWN ON THIS THE 03 DAY OF JANUARY 2023.

AS WITNESSES:

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MS NS MKHIZE
COMMUNITY SERVICES DIRECTOR

AS WITNESSES:

1. 
2. 


MR S MNGWENGWE
MUNICIPAL MANAGER



Appendix B

Entered into by and between

THE MKHAMBATHINI MUNICIPALITY
AS REPRESENTED BY THE
MUNICIPAL MANAGER

(Duly authorised by Council)

MR S MNGWENGWE
MUNICIPAL MANAGER

AND

NONHLANHLA S'THABILE MKHIZE
DIRECTOR: COMMUNITY SERVICES
[“the Employee”]

03 January 2023 – 30 June 2023

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Period Under Review	
Surname	Mkhize
Name	Nonhlanhla S.
Municipality	Mkhambathini
Department	Community Services
Race	Black
Gender	Female
Employee Number	
Date of Appointment	03/01/2023
Salary Package	

Performance Plan

Attached as Annexure C

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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/COMM ENTS
1 Strategic Direction and Leadership			5 %	
2. People Management			10 %	
3. Programme and Project Management			10 %	
4. Financial Management			5 %	
5. Change Management			5 %	
6. Governance Leadership			5 %	
7. Moral Competencies			10 %	
8. Planning and Organizing			10 %	
9. Analysis and Innovation			10 %	
10. Knowledge and Information Management			10 %	
11. Communication			10 %	
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				10 %	
2. Interpretation of and implementation within the legislative and national policy framework				15 %	
3. Knowledge of Performance Management and Reporting				10 %	
4. Knowledge of global of South African specific political, social and economic contexts				10 %	
5. Competence in policy conceptualization, analysis and implementation				5 %	
6. Knowledge of more than one functional municipal field/discipline				10 %	
7. Skills in Mediation				5 %	
8. Skills in Governance				15 %	
9. Competence as required by other national line sector department				10 %	
10. Exceptional and dynamic creativity to improve the functioning of the municipality				10 %	
Total percentage			-	100%	

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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*)

KPA	WEIGHT	RATING
1. Basic Service Delivery	20%	
2. Municipal Institutional Development and Transformation	10%	
3. Local Economic Development	30%	
4. Municipal Financial Viability and Management	10%	
5. Good Governance and Public Participation	10%	
6. Cross Cutting	20%	
Total		
x 80%		

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

Core Occupational Competencies	Weight %	Rating
1. Moral Competence	10 %	
2. Planning and Organizing	10 %	
3. Analysis and Innovation	10 %	
4. Knowledge and Innovation	10 %	
5. Communication	10 %	
6. Result and Quality Focus	10 %	
Total		
X 20%		

Key Results

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

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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 Community Services: Ms NS Mkhize

Date: 01/01/2023

I undertake to support **Ms NS Mkhize** (Name of Director) with the achievement of the above Performance and Development Plan .

SIGNATURE: 

Municipal Manager : Mr S Mngwengwe

Date: 01/01/2023



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.

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.]

ORGANISATIONAL SCORECARD FOR 2022/23

COMMUNITY SERVICES DEPARTMENT													
ALIGNMENT WITH NATIONAL POLICY FRAMEWORK	IDP, BUDGET AND B2B REF NUMBERS (ALIGNMENT)	STRATEGIC OBJECTIVE	KEY PERFORMANCE INDICATORS	KEY PERFORMANCE INDICATORS WITH DETAILED PERFORMANCE MEASURE	DEMAND	BASELINE	ANNUAL TARGET	BUDGET		WARD INFORMATION	Means of Verification (POE)	RESPONSIBLE DEPARTMENT	
	IDP REF NO. (Stat. Obj.)							B2B REF NO.	QUARTER 3				QUARTER 4
									TARGET				TARGET
						2021/2022	2022/2023						
NMPA: BASIC SERVICE DELIVERY													

NKPA: BASIC SERVICE DELIVERY

KEY PERFORMANCE AREA: BASIC SERVICE DELIVERY	OUTCOME 6: AN EFFICIENT, COMPETITIVE AND RESPONSIVE ECONOMIC INFRASTRUCTURE NETWORK	B2B 2	B2B 2	To Ensure a Safe & Healthy Environment	Reduce waste transferred to Landfill through use of ward-based central waste sorting and disposal areas managed through EPWP and CWP Programmes	Tons of Waste collected Weekly from Wards 3, 4 & 6	New	572 Tons	Less than 143Tons	Less than 143Tons	R785 000.00	Institutional	Weekly collection schedule, Analysis report of Municipal Landfill site slips	Community Services
					Community Clean up Campaigns conducted as per the Municipality's Integrated Waste Management Plan	Number of reports on Community based and schools based clean up programme	4	4	1	1		Institutional for all wards	Reports with pictures	Community Services
					Provide households with access to basic level of solid waste removal	Report on households with access to basic level of solid waste removal	New	4	1	1		Institutional	Report on waste removal and billing reports	Community services
					Community Clean up Campaigns conducted as per the Municipality's Integrated Waste Management Plan	Green Projects: Number of Waste Transfer Stations for waste sorting (SMMEs – Youth & LED – Exit for GGD)	4	4	1	1		Ward 3, 4 and 6	WMO Report and pictures	Community Services
						Green Projects: Number of Municipal Recycling Projects (SMMEs – Youth & LED – Exit for GGD)	7	3	N/A	N/A		Ward 3,4,1	WMO Report and pictures	Community Services
					Provide social relief support to indigent families within all wards	Number of reports social relief packs issued to indigent households monthly	New	12	3	3		Ward 1,2,3,4,5,6,7	Monthly Report on social relief support	Community services
NKPA: MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT				To ensure provision of free Basic Services for indigent residents of Mkhambathini Municipality	Report on the number and percentage of households earning less than R2 000 a month with access to free basic services	Number of Ekxom reports on the Number of households with access to free basic Electricity	New	4	1	1	N/A	Ward 1,2,3,4,5,6,7	Ekxom Free Basic Electricity report	Community services

MUNICIPAL INSTITUTIONAL TRANSFORMATION	DIFFERENTIATED APPROACH	PLANNING AND SUPPORT	FISCAL ACCOUNTABLE	ITEM	To ensure skills development and training to improve access to economic	Public Employment Programmes job opportunities created	Number of work opportunities created through EPWP (static after Q1 recruitment)	350	150	350	350	Ward 1,2,3,4,5,6,7	EPWP Projects List of beneficiaries	Community Services
						Implement exit strategies through	Number of training programmes for EPWP workers	1	New	4	1	Institutional	Training schedule and attendance registers	Community Services

2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100

NKPA: LOCAL ECONOMIC DEVELOPMENT

LED1	To support Municipality's Rural and Agricultural Development Initiatives	Monitor and report on the performance of rural development projects	Number of Agricultural Projects supported in all wards	New	14	30	10	10	1	10	R300 000.00	All 7 Wards	List of projects, Report and pictures	Community Services
			Number of reports on Livestock and crop Farmers Trained	4	New	2				N/A			All wards represented	Training schedule, Training registers and reports
LED2	To develop and support all emerging SMEs and Cooperatives within the municipality	Coordinate Meetings for LED Forum	Date of LED Forum Launch	4	N/A	May-23	N/A			30-May-23	R220 000.00	Institutional (open to all wards)	Registers, reports and pictures	Community Services
			Quarterly reports on SME & Cooperatives support and training programmes implemented	New	New	4			1	1		Institutional	LED Manager's Report	Community Services
LED6	To promote tourism within the municipal area	To coordinate tourism promotion activities	Number of Cooperatives Start up business projects linked to Green Economy Projects	New	New	4				2	R150 000.00	Institutional (open to all wards)	List of start-up cooperatives (with contact details)	Community Services
				Date of tourism brochure approval by Council	New	New	30-Jun-23	N/A				30-Jun-23	Institutional (open to all wards)	Council resolution and reviewed brochure
LED7	To promote Arts and Culture Activities	Coordinate Arts and Culture Activities	Date of Mkhambathini Tourism Route Launch	New	New	31-Mar-23				N/A	R1 208 500	Institutional (open to all wards)	Registers, photos, reports	Community Services
				Number of Activities implemented as part of establishment of the Abzuye Emasweni Girls programme	New	New	3	Girls Workshop				Take a Girlchild to work	Institutional (open to all wards)	Registers, photos, reports
			Number of Activities implemented as part of establishment of the Abzuye Emasweni Boys programme	New	New	3	Boys' workshop			Take a Boy child to work		Institutional (open to all wards)	Registers, photos, reports	Community Services
			Date of Mkhambathini Cultural Event	30-Sep-22	01-Sep-21	30-Sep-22	N/A			N/A		Institutional (open to all wards)	Registers, photos, reports	Community Services
		Coordinate crafters development programme through training/ workshops	Number of artist and crafters development workshops	6	4	4	N/A			2		Institutional (open to all wards)	Registers, photos, reports	Community Services

KEY PERFORMANCE AREA: LOCAL ECONOMIC DEVELOPMENT	
OUTPUT 3: IMPLEMENTATION OF THE COMMUNITY WORKS PROGRAMME	
OUTCOME 4: DECENT EMPLOYMENT THROUGH INCLUSIVE GROWTH	
LED3	

To promote the rights of vulnerable groups through various socio-economic development programmes	B2B-1	Youth Programmes implemented	Number of Youth Council Meetings	New	New	2	1	1	R3 870 000.00	Institutional (open to all wards)	Registers, minutes	Community Services
			Date of Annual Career Exhibition for youth in and out of school	Quarter 1 – 31 August 2022 (Out)	Quarter 1 – 31 August 2022 (Out)	Quarter 1 – 31 August 2022 (Out)	N/A	31-May-23 (In)		Institutional (open to all wards)	Registers, photos, reports	Community Services
			Dates of Annual Matric Exam Prayers for Mkhambathini and Mid-Ilavo Circuits	01 & 08 September 2021 BI - Annual	01 & 08 September 2022	01 & 08 September 2022	N/A	N/A		Institutional (open to all wards)	Registers, photos, reports	Community Services
			Date of Annual Mkhambathini Schools Achievement Awards	31-Jan-21	31-Jan-23	31-Jan-23	31-Jan-23	N/A		Institutional (open to all wards)	Registers, photos, reports	Community Services
			Date of Annual Mkhambathini Community Youth Achievement Awards	New	New	17-Jun-23	N/A	17-Jun-23		Institutional (open to all wards)	Registers, photos, reports	Community Services
			Date of Special Programmes Forum Launch	New	New	30-Mar-23	30-Mar-23	N/A		Institutional (open to all wards)	Report and pictures	Community Services
			Number of Quarterly Disability Awareness Campaigns	4	2	4	1	1		Institutional (open to all wards)	Report and pictures	Community Services
			Date of "Annual Disability Sports Day"	New	New	30-Jun-23	N/A	30-Jun-23		Institutional (open to all wards)	Report and pictures	Community Services
			Date of Disable persons attending the "Annual Disability Imbitzo"	New	New	30-Nov-22	N/A	N/A		Institutional (open to all wards)	Attendance Registers and pictures	Community Services
			Date of Men's Dialogues in all wards	31-Jul-21	31-Jul-21	31-Jul-22	N/A	N/A		Institutional (open to all wards)	Attendance Registers and pictures	Community Services
			Date of Women's Dialogues in all wards	New	New	30-Aug-22	N/A	N/A		Institutional (open to all wards)	Attendance Registers and pictures	Community Services
			Date of Senior Citizen's Dialogues in all wards	New	New	03-Aug-22	N/A	N/A		Institutional (open to all wards)	Attendance Registers and pictures	Community Services
			Date of "Local Golden Games Sports Day"	01-Jul-21	01-Jul-21	03-Aug-22	N/A	N/A		Institutional (open to all wards)	Report and pictures	Community Services
			Date of Senior Citizens event Coordinated and hosted through Operation MBO	New	New	31-Dec-22	N/A	N/A		Institutional (open to all wards)	Attendance Registers and pictures	Community Services

LED4	To promote Sports and Recreation	Coordinate participation in the Annual Mayoral games and participation in the Annual District Games	Date of Annual Mayoral Games	New	New	30-Jun-23	N/A	1	R1 680 000.00	Institutional (open to all wards)	Report and pictures	Community Services					
		Sports Coaching workshops implemented and tournaments held	Number of Sports Coaching workshops implemented	New	New	2	1	Institutional (open to all wards)		Attendance Registers and pictures	Community Services						
	LED8	B2B-1	Ensure implementation of Operation Sukuma Sakhe and special programmes	Ensure functional OSS Task team (LTT)	4	4	4	1		1	R170 000.00	Institutional (open to all wards)	Attendance registers and minutes	Community Services			
			Coordinate Operation Sukuma Sakhe Outreach Programmes	Number of Active OSS War Rooms	7	7	7	7		7		Institutional (open to all wards)	Attendance registers and minutes/ reports	Community Services			
		LED5	B2B-1	Coordinate and hold Local Aids Council Meetings	Number of Local Aids Council Meetings	4	4	4		1		1	R340 000.00	All 7 Wards	Registers, photos, reports	Community Services	
					Number of Ward Aids Committees Meetings	4	4	4		1		1		Institutional (open to all wards)	Attendance registers and minutes/ reports	Community Services	
				Coordinate and hold a life skills, workshops and programmes aimed at reducing teenage pregnancy, substance abuse and HIV/AIDS infections amongst teenagers and youth	Number of Life skills Workshops for youth in schools (Ikusasa-Ikholo)	4	4	4		1		1		Institutional (open to all wards)	Registers, photos, reports	Community Services	
					Number of Parenting Workshops for young mothers	2 (Q1&3)	2 (Q1&3)	2 (Q1&3)		1		N/A			Institutional (open to all wards)	Registers, photos, reports	Community Services
					Number of teenage health mentors Selected	7	7	7		N/A		N/A				Institutional (open to all wards)	Registers, photos, reports
					Number of Families Matter Workshops	2 (1&3)	2 (1&3)	2 (1&3)		1		N/A			Institutional (open to all wards)		Registers, photos, reports
NKPA: FINANCIAL VIABILITY AND MANAGEMENT																	
FIN7	B2B_4	To ensure effective and efficient grants management	Spend 100% of the EPWP allocation	Percentage spent on EPWP allocation (accumulative)	100%	100%	75%	100%	1 329 000.00	Institutional	Reports submitted to Public Works	Community Services					
NKPA: GOOD GOVERNANCE																	
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 MAMMANCO	4	4	1	4	1	N/A	Institutional	Updated risk register, minutes and attendance register	Community Services				
GG4	B2B_3	To transform the municipality into a performance driven institution	Quarterly Performance Reports on achieved and not achieved targets submitted to PMS Unit	Performance Reports Submitted to PMS Unit	4	4	1	4	1	N/A	Institutional	Quarterly PMS Report and Submission register	Community Services				

PERFORMANCE AREA: GOOD GOVERNANCE
 ELEMENT A: DIFFERENTIATED MUNICIPAL FINANCING AND SUPPORT
 ME 9: A RESPONSIVE, EFFECTIVE AND EFFICIENT GOVERNMENT SYSTEM

KEY PERFORMANCE INDICATOR	OUTPUT 1: IMPROVED GOVERNANCE	OUTPUT 2: IMPROVED COORDINATION	OUTPUT 3: EFFICIENT LOCAL GOVERNMENT SYSTEM	CC5	B2B_2	To ensure that services provided to the municipality by the service providers is of high quality	Assess and Report on Service Providers Performance	Number of Reports Presented to Municipal Manager on the assessment of service providers	2	2	2	N/A	1	N/A	Institutional	Reports on Service provider performance, acknowledgment by MM	Community Services
KEY PERFORMANCE AREA : CROSS CUTTING	CROSS CUTTING	CROSS CUTTING	CROSS CUTTING	CROSS CUTTING	CROSS CUTTING	CROSS CUTTING	Disaster Management Plans Developed and approved	Date of approval of the Disaster Management Plan review	30-Jun-22	30-Jun-23	30-Jun-23	N/A	30-Jun-23	R950 000.00	Institutional for All Wards	Council resolution and Disaster Management plan	Community Services
									30 September 2022 31 March 2023	30 September 2022 31 March 2023	30 September 2022 31 March 2023	31-Mar-23	N/A				
									4	4	4	1	1				
							Ensure a functional Disaster Management Advisory Forum	Number of Disaster Management Forum Meetings									