#### 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 SONWABILE GOODMAN MKHIZE
820306 5262 083

THE TECHNICAL SERVICES DIRECTOR
OF THE MUNICIPALITY

01 July 2023 - 30 June 2024

#### 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)

Director: Technical Services Sonwabile Goodman Mkhize, Identity Number 820306 5262 083 of the Municipality (Hereinafter referred to as the Director : Technical Services).

#### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

- 1.1 The Mkhambathini Municipality has entered into a contract of employment with the Director: Technical Services 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: Technical 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: Technical 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: Technical Services and to communicate to Director: Technical Services the Mkhambathini Municipality's expectations of the Director: Technical Services performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement:
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the performance agreement as the basis for assessing whether the Director: Technical Services has met the performance expectations applicable to his or her

2 From the manage for the missing that the large had a loop that the first and the contract of the contract of

& Chr.

- 2.6 in the event of outstanding performance, to appropriately reward the Director: Technical Services; and
- 2.7 give effect to the Mkhambathini Municipality's commitment to a performance-orientated relationship with its Director: Technical Services in attaining equitable and improved service delivery.

#### COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 01 July 2023 and will remain in force until 30 June 2024, 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 Director: Technical 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.

#### **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: Technical 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: Technical Services 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.
  - The target dates describe the timeframe in which the work must be achieved. 4.2.3
  - 4.2.4 The weightings show the relative importance of the key objectives to each other.

SW.

3 relief mediate Assistant Die Dieselet Leschieben Der Fresch

4.3 The **Director: Technical Services** 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 **Director: Technical 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: Technical 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 : Technical Services** about the specific performance standards that will be included in the performance management system as applicable to the **Director : Technical Services**
- 5.4 The **Director**: **Technical Services** agrees to participate in the performance management and development system that the Employer adopts
- 5.5 The **Director: Corporate Services** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the **Director: Technical Services** responsibilities) within the local government framework.
- 5.6 The criteria upon which the performance of the **Director: Technical Services r** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
  - 5.6.1 The **Director: Technical 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.
  - 5.6.2 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 **Director**: **Technical 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**: **Technical Services**

4 Perkennance Agreement: Whiteelar Technican Service

BS GM

Key Performance Areas (KPA's)	Weighti	Weighting	
Basic Service Delivery	65	%	
Municipal Institutional Development and Transformation	5	%	
Local Economic Development (LED)	_	%	
Municipal Financial Viability and Management	10	%	
Good Governance and Public Participation	10	%	
Cross Cutting	10	%	
Total	100%		

5.8 The CMC's will make up the other 20% of the Director: Technical Services Assessment score. CMC's that are deemed to be most critical for Director: Technical Services specific job should be selected (1) from the list below as agreed to between Mkhambathini Municipality and Director: Technical Services.

	LEADING COMPETENCIES	2 133	Sil
CORE DIRECTORIAL COMPETENCIES (CMC)	COMPETENCY DESCRIPTION	WEIG	
Strategic Direction and Leadership	Impact and influence institutional Performance Management Strategic Planning and Management Organisational Awareness	10	%
2. People Management	Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and dispute Management	5	%
3.Programme and Project Management	Program and project Planning and Implementation Service Delivery Management Program and Project Management and Evaluation	15	%
4. Financial Management	Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring	10	%
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 COMPETENTCIES		
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	15	%
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	%

5 | Perminimare Agreement Danctor recupiya Serrices 85 LM BW

TOTAL		100%
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
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
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.	5

6 Perolah hali allex degree basar la abanes con l'eschalix an herri e co

So In By

#### 6. EVALUATING PERFORMANCE

- The Performance Plan (Annexure B) to this Agreement sets out -
  - 6.1.1 the standards and procedures for evaluating the Director: Technical Services performance; and
  - 6.1.2 the intervals for the evaluation of the **Director: Technical Services** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the Mkhambathini Municipality may in addition review the Director: Technical 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.
- The Director: Technical Services performance will be measured in terms of contributions to the goals and strategies set out in the Mkhambathini Municipality's
- The annual performance appraisal will involve: 6.5

#### 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
- (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.

71 Particular Agreement, inggering geograph separes

M BM

6.6 The assessment of the performance of the **Director**: **Technical 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</b> : <b>Technical Services</b> at this level. The appraisal indicates that the <b>Director</b> : <b>Technical 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.	1 2 3 4 5
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the <b>Director: Technical 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: Technical 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: Technical 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.	
	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the <b>Director: Technical Services</b> has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The <b>Director: Technical 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.	

N 65 m

- 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 Mayor;
  - 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 Director 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: Technical 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 2023 – September 2023	Before the end of October 2023
Second quarter	October 2023 – December 2023	Before the end of January 2024
Third quarter	January 2024 – March 2024	Before the end of April 2024
Fourth quarter	April 2024 – June 2024	Before the end of July 2024

- 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 **Director: Technical 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: Technical 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 as the case may be. In that case the Director: Technical Services will be fully consulted before any such change is made.

9 Performance Syregment, processor hydrotest service

N 65 GM

#### 8. DEVELOPMENTAL REQUIREMENTS

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

#### 9. OBLIGATIONS OF THE MKHAMBATHINI MUNICIPALITY

- The Mkhambathini Municipality shall
  - 9.1.1 create an enabling environment to facilitate effective performance by the **Director: Technical Services**
  - 9.1.2 provide access to skills development and capacity building opportunities;
  - 9.1.3 work collaboratively with the **Director: Technical Services** to solve problems and generate solutions to common problems that may impact on the performance of the **Director: Technical Services**;
  - 9.1.4 on the request of the **Director: Technical Services** delegate such powers reasonably required the **Director: Technical 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: Technical Services** such resources as the **Director: Technical 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: Technical 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: Technical Services** functions:
  - 10.1.2 Commit the **Director: Technical 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: Technical 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 the **Director: Technical Services** to take any necessary action without delay.

#### 11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Director: Technical Services** Performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 10% of inclusive annual remuneration package may be paid to the **Director: Technical Services** in recognition of outstanding performance to be constituted as follows:

m Cw

10 Page 1 of Madre 3 Age bow the filt of the state of sections from the residence

- 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%.
- In the case of unacceptable performance, the Mkhambathini Municipality shall -11.3
  - provide systematic remedial or developmental support to assist the Director: Technical 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: Technical Services on grounds of unfitness or incapacity to carry out his or her duties.

#### 12. DISPUTE RESOLUTION

- Any disputes about the nature of the Director: Technical Services performance 12.1 agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by -
  - 12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Director: Technical Services; or
  - 12.1.2 any other person appointed by the MEC.
  - 12.1.3 In the case of Directors directly accountable to the Director: Technical Services, 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: Technical Services; whose decision shall be final and binding on both parties.
- In the event that the mediation process contemplated above fails, clause 20.3 of the 12.2 Contract of Employment shall apply.

#### 13. GENERAL

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

11 | Padde Limitation Spin emissis | Physical Decommon Services

m bs cm

SIGNED AT CAMPERDOWN ON THIS THE 11	DAY OF JULY	2023.
AS WITNESSES:		
1	MR S.G MKHIZE	
2.	DIRECTOR: TECHNICAL S	ERVICES
SIGNED AT CAMPERDOWN ON THIS THE	DAY OF July	2023.
AS WITNESSES:	(AA)	
1.	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 MUNICIPAL MANAGER

#### **AND**

MR SONWABILE GOODMAN MKHIZE DIRECTOR: TECHNICAL SERVICES ["the Employee"]

01 July 2023 - 30 June 2024

B.S Tom Gra

and the state of the state of	Period Under Review
Surname	Mkhize
Name	Sonwabile Goodman
Municipality	Mkhambathini
Department	Technical Services
Race	
Gender	Male
<b>Employee Number</b>	
Date of Appointment	
Salary Package	

**Performance Plan** 

Attached as Annexure C

d 6.5 m Gm.

My Grand Chr.

# 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		% 21	
2. People Management		%	
3. Programme and Project Management		% 5j	
4. Financial Management		%	
5. Change Management		%	
6. Governance Leadership		% 5	
7. Moral Competencies		%	
8. Planning and Organizing		% SI	
9. Analysis and Innovation		%	
10. Knowledge and Information Management		%	
11. Communication		% 0/	
12. Results and Quality Focus		% 01	

# **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/COMM ENTS
1. Cor	Competence in Self-Management		% 02	
2. Inte	Interpretation of and implementation within the legislative and national policy framework			
3. Knc	Knowledge of Performance Management and Reporting		20 %	
4. Kno	Knowledge of global of South African specific political, social and economic contexts		ō %	
5. Col	5. Competence in policy conceptualization, analysis and implementation		% ()	
6. Knc	Knowledge of more than one functional municipal field/discipline		%	
7. Skil	Skills in Mediation		%	
8. Ski	Skills in Governance		%	
9. Col	9. Competence as required by other national line sector department		% V	
10. Exc	10. Exceptional and dynamic creativity to improve the functioning of the municipality		% 01	
Total p	Total percentage	•	100%	10000000000000000000000000000000000000

Shin the

Serving Serving

TARGET DATE		
TYPE OF INTERVENTION		
AREA TO BE DEVELOPED		

PERSONAL DEVELOPMENT PLAN

#### 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
Basic Service Delivery	65	%	
Municipal Institutional Development and Transformation	5	%	
Local Economic Development	_	%	
Municipal Financial Viability and     Management	10	%	
<ol><li>Good Governance and Public Participation</li></ol>	10	%	
6. Community and Social Development	10	%	
Total			
x 80%			

BS TMN

Core Management Competencies		Weight		Rating
1.	Strategic Capability & Leadership	10	%	
2.	Programme & Project Management	5	%	
3.	Financial Management (Compulsory)	15	%	
4.	Change Management	10	%	
5.	People Management	3	%	
6.	Governance Leadership	5	%	
To	otal			
X	20%			

	Core Occupational Competencies	Weigh %	t	Rating
1.	Moral Competence	5	%	
2.	Planning and Organizing	15	%	
3.	Analysis and Innovation	5	%	
4.	Knowledge and Innovation	S	%	
5.	Communication	10	%	
6.	Result and Quality Focus	10	%	
	Total	DE LONG		
	X 20%			

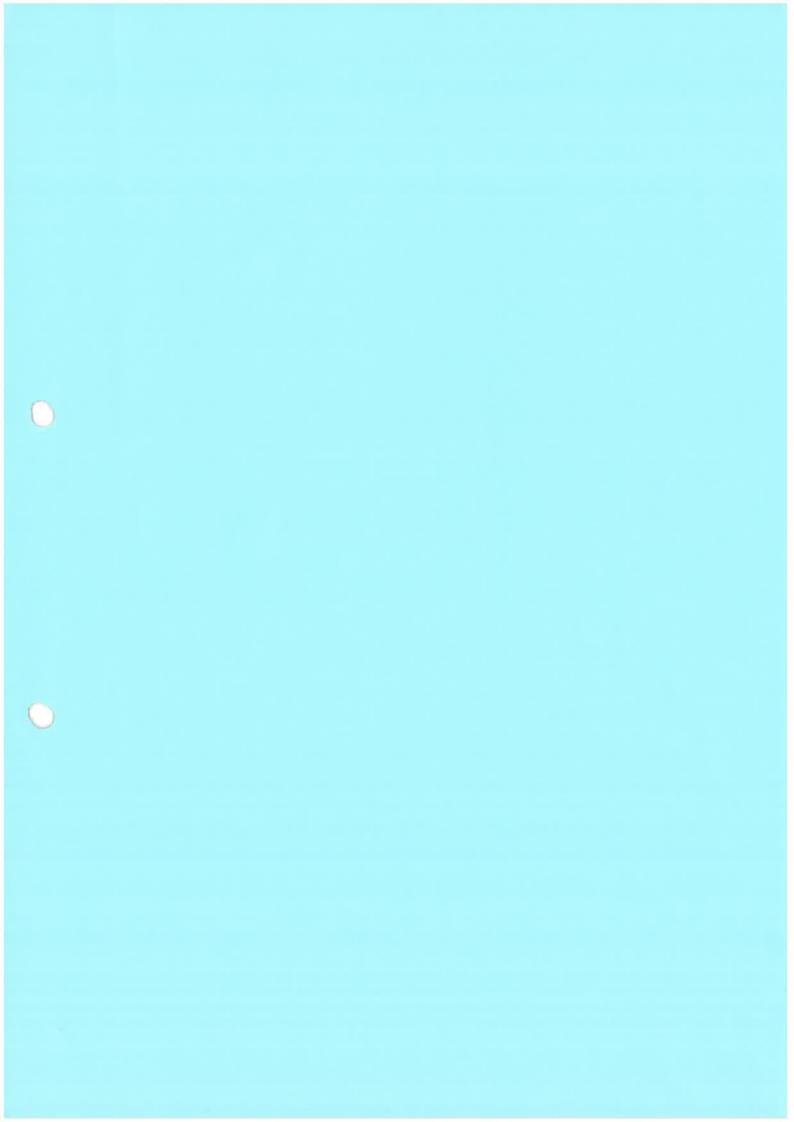
#### Key Results

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

rrg TM

#### 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 SG Mkhize
Date: 11 July 2023
I undertake to support Mr SG Mkhize .(Technical Services Director) with the achievement of the above Performance and Development Plan .  SIGNATURE:





#### 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.

1 cate of a climash in 29 con-

BS GM

#### **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**

3 - come me observation and horse on a

ew Bz.

		THE COLUMN	MEANS OF VERIFICATION	(POE)	Report / Practical	Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Report / Pradical Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Report / Practical Completion Certificates	Pask Register and MANCO minutes and
	No. of Street, or other Persons	1	NOTE A TREATMENT OF STREET	NOTING THE PROPERTY OF THE PRO	i i	Ward 4	Ward 1	Ward 6	Ward 6	Ward 7	Ward 1	Ward 2	Ward 7	Ward 1	Ward 2	Ward 3	Ward 4	Ward5	Ward 6	Ward 7	(restitutione)
		The state of	li E	11 0 0 0 0 0	88	Om con the	RB 100 000	FZ 000 000	R1 400 000	R1 500 000	R 8 594 991.96	R 5 728 149.21	R 4 068 859.83	TBC	TBC						
			QUARTER 4	TARGET	3	8	900	8	29	28	100%	100%	1,001	100%	100%	100%	100%	100%	100%	100%	100%
		100	callum <sub>o</sub>	132mil	i i	V.	NA	N/A	NIA	WA	%08	80%	80%	%08	\$00%	*498	80%	80%	%08	%08	<b>%61</b>
			QUARTER 2	Limetti	4	4	AUA A	MA	NA	MA	%08	%08	%-09	% <b>09</b>	%0s	9,09	%09	%09	%0S	%09	%06
		Males and	COMPTER	Towart	N. S.	1	WA	WA	NA	WA	30%	30%	30%	%0S	*408	*6	š	80%	30%	7608	*68
Charles Allower Scone and Fon 2025/2024	RTMENT		ANNUAL TARGET	ROKSI	Electrification of 294 households	electrified by 30/06/2024	Electrification of 300 households electrified by 3000/2024	Ejectrification of 90 households electrified by 30/06/2024	Electrification of 82 households electrified by 90/08/2024	Electrification of 68 hoursholds electrified by 30/98/2024	100% Construction of Magonggo Text Rank by 30/30/06/2024	100%. Construction of Chibhi Access Read by 3006/2024	100% Construction of Thinon Community Hall by 3008/2024	100% of Maintenance project in Ward 1 by 30,06/2024	100% of Meintenance project is Ward 2 by 3000/2024	100% of Maintenance project in Ward 3 by 3006/2024	100% of Maintanance project in Ward 4 by 30/06/2024	100% of Maintenance project in Ward 6 by 20/08/2024	100% of Maintenance project is Ward 6 by 38/06/2024	100% of Maintenance project in Ward 7 by 3006/2024	5,004
SCOULTAIND IN	TECHNICAL SERVICES DEPARTMENT	SDBIP 2023/2024	RACKLO6	100	No.		N	Herv	New	Hew	Hew	New	Here	New	New	30	Here	New	N N	How	NA MA
THE PROPERTY OF THE PARTY OF TH	TECHNICAL S	SDB	BASELINE	eratice:	Ě		New	New	Hew	Меж	New	New	New	New	New	New	New	New	New	New	7,001
			DEMAND		3		*	1	Stave	1	1	New	1	New	1	New	1	1	1	1	3,00t
			INDICATOR WITH DETAILED	PERFORMANCE MEASURE	Number of household electrified	XII noi energised (accumulative)	Number of household electrified but not energised (accumulative)	Number of household electrified but not energised (accumulative)	Number of household electrified but not energised (accumulative)	Number of household electrified but not energised (accumulative)	Percentage of Maqonggo Taxi Rank progress per quarter (accumulative)	Percentage of 2,7kms progress per quarter (accumulative)	Percentage of Thimon Community Half progress per quarter (accumulative)	Percentage of the total project progress per quarter (accumulative)	Percentage of the total project progress per quarter (accumulative)	Percentage of the total project progress per quarter (accumulative)	Percentage of the total project progress per quarter (accumulative)	Percentage of the total project progress per quarter (accumulative)	Percentage of the total project progress per quarter (accumulative)	Percentage of the total project progress per quarier (accumulative)	Percentage spent on MIG affication (ancumulative)
			STRATEGY		Npoolezi Electification of 294		Marpingop Electrification of 300 h households electrified b	Mathrotweni Electrification of 90 households electrified b	Mpangisa Electrification of 52 households electrified	webu Electrification of 58 households electrified	Construction of Margangrap Favi Rank	Construction of Chibini Access Road	Construction of Thiman Community Hall	Maintenance of project in Ward 1	Maintenance of project in Ward 2	Maintenance of project in Ward 3	Maintenance of project in Ward 4	Maintenanca ofproject in Ward 5	Maintenance of project in Ward 6	Maintenance of project in Ward 7	Spend 500% of the MIG allocation by End of June 2024
The second second			IDP OSJECTIVE	TOWN TOWN					To ensure the provision, upgrade and construction of infrastructure and services that enhance socio enconomic desclorament unitie the	municipality			9				To ensure that the municipal infrastructure assets are maintained				
			SDBIP INDICATOR		BDI.4		BSDI.5	BSD1.6	BSD1.7	BSD1.8	BSD1.9	BSD4.10	BSD1.11	BSD9.1	BSD8.2	BSD3.3	BSD3.4	BSD3.5	BSD3.6	BSD8.7	FIN7.4
			AND AND B2B/CIS REF. NUMBERS 1:			1088															
-			BYCK LO BYSICS: MITTH'S T-DETARENING BYSIC SEMNICES										DM1								
					NKPA: BASIC SERVICE DELIVERY	OUTPUT 2: DIPPOVING ACCESS TO BASIC SERVICES  OUTCOME 6: AN EFFICIENT, COMPETITIVE AND RESPONSIVE ECONOMIC INFRASTRUCTURE HETWORK										GINN To					
				ig a	BASIC SER									FORMANCE AN							THE OUT IN

NA Institutional Proports on Service provides performances provides performances and an article performance provides performances and Scientification registers and Scientification registers.		Risk Register and MANCO minutes and registers	Reports on Service provider performance	Quarterly PMS Report and Submission register	Spluma Application Report and portfolio minufes and registers	Inspection reports / building approvals, portfolio minutes and registers	Implementing Agents' Report / Attendance register, Portfolio			
		N.A	Institutional	Institutional	Reithianal	Institutionel	Institutional			
		NA NA	NA NA	NA	WA	NA	WA			
-	-	-	-	-	-	-	-			
-	-	-	-	-	-	-	-			
-	-	-	-	-	-	-	-			
-	-	-	-	-	-	-	-			
					•	*	•			
MA	WA	NA	MA	KIA	NA	NA	NA			
			~	4	4					
	-		2	<b>4</b> :		3-1				
Number of progress reports submitted to Council quarterly	Number of progress reports submitted to Council quanterly	Number of risk management Registers Submitted to MANCO	Number of reportsreports on the assessment of service providers	Number of Performance Reports Submitted to PMS Unit	Number of reports on SPLUMA applications approved and submitted to the Portifolio Committee	Number of reports on building inspections abmitted to the Portfolio Committee	Number of reports on housing development within the municipality submitted to the Portfolio Committee			
Prepare and submit progress reports on MIG projects implemented in all wards	Prepare and submit progress reports on INEP electricity projects implemented in all wards	Updale and Report on the Risk Management Register R	Assess and Report on Service N Providers Performance as	Quarterly Performance Reports on Na echieved and not achieved targets submitted to PMS Unit	Reporting on SPLUMA explications approved to the Porticio Committee	To promote efective and efficient. Reporting on Building inspectivers to the building control services.  Porticulo Committee	Reporting on housing development within the municipality to the Portfolio Committee			
To ensure effective and efficient	<u>a</u> 4	To implement and maintain effective enlargrise risk management system	To ensure that services provided to the Municipality by service providers is of high quality	To transform the municipality into a performance driven institution	To ensure spalial development in the entire enes of Mittenbathmi Municipality	To promote effective and efficient. Re building control services	To ensure integrated housing development within the municipality			
FIN7.5	F1N7.6	7:100	906.5	667.17	562.1	55	1.802			
PH.		158	99	200	200	8	g			
SICE DET	PAKCK TYD 84A CMANNET	NERNANCE	ICS: PILLAR 1: PU	BACK TO BAS FIRST & PIL	BACK TO BASICS: WLLAR 2 - DELVERY BASIC					
BLE EFF	ACCOUNTA ACCOUNTA THEIOTHE	ссоинтавье, и соубямент	A RESPONSIVE, A SYSTEM SYSTEM	OUTCOME 9:	E FFECTIVE AND EFFICIENT LOCAL GOVERNMENT					
MITES AF	NET TV40RING :	1300W 33	ARBOGRAD TTIMMOO GRAW	нение	NOTTANKEROOS	SHOTE MINDOM OF C	3:5 TURTUO			
EVE CHE	ALFRENA ACCEPTANT	A DO GOAEKWENCE	AND DEMOCRAC		KEY PERFORMANCE AREA : CROSS CURZUNG ISSUES					

 $\bigcirc$