



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

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

MR S MNGWENGWE
850303 6087 083

And

MS NS MKHIZE
810429 0299 082

ACTING ACTING DIRECTOR CORPORATE SERVICES
OF THE MUNICIPALITY

1 October 2020 – 30 June 2021

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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

Acting Acting Director: Corporate Services Ms NS Mkhize of the Municipality (Hereinafter referred to as the **Corporate Services Acting Director**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Mkhambathini Municipality has entered into a contract of employment with the **Acting Acting Director: Corporate 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 **Acting Acting Director: Corporate 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 **Acting Acting Director: Corporate 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 **Acting Director: Corporate Services** and to communicate to **Acting Director: Corporate Services** the Mkhambathini Municipality's expectations of the **Acting Director: Corporate 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;

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- 2.5 use the performance agreement as the basis for assessing whether the **Acting Director: Corporate 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: Corporate Services**; and
- 2.7 give effect to the Mkhambathini Municipality's commitment to a performance-orientated relationship with its **Acting Director: Corporate Services** in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1 July 2020 and will remain in force until 30 June 2021 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: Corporate 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 **Acting Director: Corporate 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 **Acting Director: Corporate 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.
 - 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 **Acting Director: Corporate 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 **Acting Director: Corporate 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 **Acting Director: Corporate 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 **Acting Director: Corporate Services** about the specific performance standards that will be included in the performance management system as applicable to the **Acting Director: Corporate Services**
- 5.4 The **Acting Director: Corporate Services** agrees to participate in the performance management and development system that the Employer adopts
- 5.5 The **Acting Director: Corporate Services** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the **Acting Director: Corporate Services** responsibilities) within the local government framework.
- 5.6 The criteria upon which the performance of the **Acting Director: Corporate Services** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.6.1 The **Acting Director: Corporate 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 **Acting Director: Corporate 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 **Acting Director: Corporate Services**

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Basic Service Delivery	- 0%
Municipal Institutional Development and Transformation	40%
Local Economic Development (LED)	- %
Municipal Financial Viability and Management	10%
Good Governance and Public Participation	40%
Cross Cutting	10%
Total	100%

5.8 The CMC's will make up the other 20% of the **Acting Director: Corporate Services** Assessment score. CMC's that are deemed to be most critical for **Acting Director: Corporate Services** specific job should be selected (✓) from the list below as agreed to between **Mkhambathini Municipality and Acting Director: Corporate 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	20
2. People Management	Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and dispute Management	20
3. Programme and Project Management	Program and project Planning and Implementation Service Delivery Management Program and Project Management and Evaluation	10
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	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.	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

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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.	S
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.	S
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.	S
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.	S
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 **Acting Director: Corporate Services** performance; and
 - 6.1.2 the intervals for the evaluation of the **Acting Director: Corporate Services** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Mkhambathini Municipality** may in addition review the **Acting Director: Corporate 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 **Acting Director: Corporate 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**

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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 **Acting Director: Corporate Services** will be based on the following rating scale for KPA's and CCRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
	Outstanding performance	Performance far exceeds the standard expected of the Corporate Services Manager at this level. The appraisal indicates that the Corporate Services Acting 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 Corporate Services Acting 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 Corporate Services Acting 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 Corporate Services Acting 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.					
	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the Corporate Services Acting 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 Corporate Services Acting 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 Mayor, 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 Mayor, 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 Mayor 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 **Acting Director: Corporate 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:

First quarter	July 2020– September 2020	Before the end of October 2020
Second quarter	October 2020– December 2020	Before the end of January 2021
Third quarter	January 2021 – March 2021	Before the end of April 2021
Fourth quarter	April 2021 – June 2021	Before the end of July 2021

- 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 **Acting Director: Corporate 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 **Acting Director: Corporate 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

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may be. In that case the **Acting Director: Corporate 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 **Acting Director: Corporate Services**
- 9.1.2 provide access to skills development and capacity building opportunities;
- 9.1.3 work collaboratively with the **Acting Director: Corporate Services** to solve problems and generate solutions to common problems that may impact on the performance of the **Acting Director: Corporate Services**;
- 9.1.4 on the request of the **Acting Director: Corporate Services** delegate such powers reasonably required the **Acting Director: Corporate 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 **Acting Director: Corporate Services** such resources as the **Acting Director: Corporate 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 **Acting Director: Corporate 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 **Acting Director: Corporate Services** functions;
 - 10.1.2 Commit the **Acting Director: Corporate 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 **Acting Director: Corporate 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 **Acting Director: Corporate Services** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Acting Director: Corporate Services** 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 **Acting Director: Corporate Services** 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 **Acting Director: Corporate 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 **Acting Director: Corporate 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 **Acting Director: Corporate Services** performance 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 **Acting Director: Corporate Services**; or

12.1.2 any other person appointed by the MEC.

12.1.3 In the case of managers directly accountable to the **Acting Director: Corporate 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 **Acting Director: Corporate Services**; whose decision shall be final and binding on both parties.

12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

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 **Acting Director: Corporate Services** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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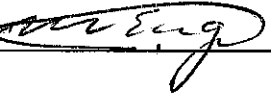
- 13.3 The performance assessment results of the Acting Director: **Corporate Services** must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.


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SIGNED AT CAMPERDOWN ON THIS THE 01 DAY OF September 2020.

AS WITNESSES:


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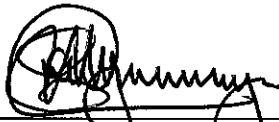


MS NS MKHIZE
ACTING DIRECTOR: CORPORATE SERVICES


AS WITNESSES:

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2.  _____



MR S MNGWENGWE
MUNICIPAL MANAGER

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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

MS NS MKHIZE

DIRECTOR : CORPORATE SERVICES

[“the Employee”]

1 October 2020 – 30 June 2021

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RATING	DEFINITION OF SCORE
5	Outstanding Performance
4	Performance significantly above expectation
3	Fully effective
2	Performance not fully satisfactory
1	Unacceptable Performance

Period Under Review	
Surname	MKHIZE
Name	NONHLANHLA
Municipality	MKHAMBATHINI
Department	COMMUNITY SERVICES
Race	AFRICAN
Gender	FEMALE
Employee Number	
Date of Appointment	
Salary Package	

Performance Plan

Attached as Annexure C

Calculation On the Core Management Criteria (CMC)

CMC's are based on the eleven core competencies – even 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)	Applicable Criteria	Weight	2010/11 Score	2011/12 Score	2012/13 Score	2013/14 Score	2014/15 Score
1. Strategic Capability and Leadership		20					
2. Programme and Project Management		20					
3. Financial Management	compulsory	10					
4. Change Management		5					
5. Knowledge Management		5					
6. Service Delivery Innovation		15					
7. Problem Solving and Analysis		5					
8. People Management and Empowerment	compulsory	5					
9. Client Orientation and Customer Focus	compulsory	5					
10. Communication		5					
11. Honesty and Integrity		5					

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2013/14
2012/13
2011/12
2010/11

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 MANAGERIAL COMPETENCIES (CMC)	(Applicable criteria)	Weight (%)	Weighting (100%)	Score	Weighted Score	Weighted Score (%)
1. Competence in Self-Management		10	10			
2. Interpretation of and implementation within the legislative and national policy framework		15				
3. Knowledge of Performance Management and Reporting		15				
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		5				
7. Skills in Mediation		5				
8. Skills in Governance		5				
9. Competence as required by other national line sector department		10				
10. Exceptional and dynamic creativity to improve the functioning of the municipality		15				
Total percentage						

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PERSONAL DEVELOPMENT PLAN

AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE	PROGRESS	PERFORMANCE EVALUATION	ACTION TO BE TAKEN

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PERFORMANCE ASSESSMENT RATING

The Assessment Rating will be used to add the score and calculate a final KRA 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*)

KRA	WEIGHT	RATING	SCORE
1. Basic Service Delivery			
2. Municipal Institutional Development and Transformation	40		
3. Local Economic Development	—		
4. Municipal Financial Viability and Management	10		
5. Good Governance and Public Participation	40		
6. Cross Cutting Issues	10		
x 80%			

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

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

Key Results

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

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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.

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.

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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

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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.]

Non RA