

SW A.N. IZU
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FINANCIAL YEAR: 01 JULY 2021 - 30 JUNE 2022

FOR THE

**THE EMPLOYEE OF THE MUNICIPALITY
MUNICIPAL MANAGER**

.....

SITHEMBISO BLESSING MTHEMBU

AND

.....

CLLR INNOCENT LINDOKUHLE SHABALALA

**THE NGUTHU LOCAL MUNICIPALITY
AS REPRESENTED BY THE MAYOR**

MADE AND ENTERED INTO BY AND BETWEEN:

PERFORMANCE AGREEMENT

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Nquthu Local Municipality, herein represented by CLLR IL Shabalala in his capacity as the Mayor (hereinafter referred to as the Employer)

and

Sithembiso Blessing Mithembu - Employee of the Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"), as amended. The Employer and the Employee 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 Employee to a set of outcomes that will secure local government policy goals.

1.4 The parties wish to ensure that there is compliance with 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 employee and to communicate to the Employee the Employer's expectations of the Employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), 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 Employee has met the performance expectations applicable to his or her job;

Municipal Manager

2021/22 Performance Agreement

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- 4.2.1 The Key Objectives describe the main tasks that need to be done.
 - 4.2.2 The Key Performance Indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 The Target Dates describe the timeframe in which the work must be achieved.
 - 4.2.4 The Weightings show the relative importance of the key objectives to each other.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include Key Objectives; Key Performance Indicators; Target Dates and Weightings.
- 4.1.1 The performance objectives and targets that must be met by the Employee; and
 - 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.1 The Performance Plan (Annexure A) sets out-

4 PERFORMANCE OBJECTIVES

- 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.
- 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.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 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.
- 3.1 This Agreement will commence on the 01 July 2021 and will remain in force until 30 June 2022 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 COMMENCEMENT AND DURATION

- 2.7 give effect to the Employer's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery.
- 2.6 In the event of outstanding performance, to appropriately reward the Employee; and

4.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.

5.2 The Employee accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

5.3 The Employer will consult the Employee about the specific performance standards that will be included in the Performance Management System as applicable to the Employee.

5.4 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.

5.5 The criteria upon which the performance of the Employee shall be assessed shall consist on components contained in this Performance Agreement.

5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Leading and Core Competencies.

5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

5.5.3 KPAs covering the main areas of work will account for 80% and Leading and Core Competencies will account for 20% of the final assessment

5.6 The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPAs, and will constitute 100% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

| Key Performance Areas (KPAs) | Weighting |
|--|------------|
| Municipal Institutional Development and Transformation | 08 |
| Good Governance and Public Participation | 68 |
| Local Economic Development | 10 |
| Financial Management and Viability | 14 |
| Total | 100 |

5.7 In the case of managers directly accountable to the Municipal Manager, Key Performance Areas related to the functional area of the relevant manager, must be subject to negotiation between the Municipal Manager and the relevant manager.

5.8 The Leading and Core Competencies will make up the other 20% of the Employee's assessment, and are indicated on Annexure A of the attached Performance Plan.

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6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets out -

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

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

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

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

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

6.5 The Annual Performance Appraisal will involve:

6.5.1 **Assessment of the achievement of results as outlined in the Performance Plan:**

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

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

(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 Leading and Core Competencies**

(a) The leading and core competencies 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 the leading and core competencies.

(c) This rating should be multiplied by the weighting given to each leading and core competencies 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 the leading and core competencies final 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 Employee will be based on the following rating scale for KPAs.

| Level | Terminology | Description | Rating | | | | |
|-------|----------------------------------|---|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 5 | Meet & exceed all standards | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year. | | | | | |
| 4 | Meet all & exceed some standards | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | | | | | |
| 3 | Meet all the standards | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | | | | | |
| 2 | Meet some of the standards | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | | | | | |

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- First quarter : July – September 2021
- Second quarter : October – December 2021
- Third quarter : January – March 2022
- Fourth quarter : April – June 2022

7.1 The performance of each **Employee** 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:

7. SCHEDULE FOR PERFORMANCE REVIEWS

6.9 The Manager responsible for Human Resources of the Municipality must provide secretarial services to the evaluation panels referred to in sub-regulations (d) and (e).

- 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 Executive Committee or in respect of a plenary type Municipality, another member of council; and
- 6.8.4 Municipal Manager from another Municipality.

6.8 For purposes of evaluating the annual performance of managers directly accountable to the Municipal Managers, an evaluation panel constituted of the following persons must be established -

- 6.7.1 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 Executive Committee or in respect of a plenary type Municipality, another member of council;
- 6.7.4 Mayor and/or Municipal Manager from another Municipality; and
- 6.7.5 Member of a ward committee as nominated by the Mayor.

6.7 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established -

| Level | Terminology | Description | Rating |
|-------|---------------------------|---|-----------|
| 1 | Not meeting the standards | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | 1 2 3 4 5 |

- 10.1.3 A substantial financial effect on the Employer.
 - 10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 10.1.1 A direct effect on the performance of any of the Employee's functions;
- 10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –

10. CONSULTATION

- 9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.
 - 9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
 - 9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
 - 9.1.2 Provide access to skills development and capacity building opportunities;
 - 9.1.1 Create an enabling environment to facilitate effective performance by the employee;
- 9.1 The Employer shall –

9. OBLIGATIONS OF THE EMPLOYER

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

8. DEVELOPMENTAL REQUIREMENTS

- 7.5 The Employer may amend the provisions of Annexure A whenever the Performance Management System is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.
- 7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 7.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

11.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
11.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

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

11.3.1 Provide systematic remedial or developmental support to assist the Employee 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 Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTE RESOLUTION

12.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or any other matter provided for, shall be mediated by –

12.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

12.1.2 Any other person appointed by the MEC.

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

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PERFORMANCE PLAN
MUNICIPAL MANAGER
NOUTHU LOCAL MUNICIPALITY
2021/2022

This plan defines the Council's expectations of the Municipal Manager in accordance with the Municipal Manager's performance agreement to which this document is attached. Section 57 (5) of the Municipal Systems Act and the Performance Regulations gazetted in Notice No 805, published on 1 August 2006, which provides that performance objectives and targets must be based on the key performance indicators set out from time to time in the Municipality's Integrated Development Plan and determined in agreement with the Municipal Manager (as representative of Council).

There are 6 parts to this plan:

1. A statement about the purpose of the position.
2. Performance review procedure
3. Score card detailing functional key performance areas (KPA's) and their related performance indicators, weightings and target dates.
4. Competency Framework
5. Consolidated score sheet (Performance Assessment Calculator)
6. Link to reward

The period of this plan is from 1 July 2021 to 30 June 2022.

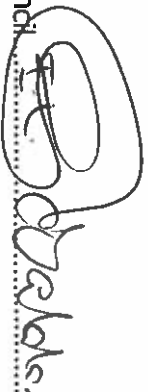
Signed and accepted by the

Municipal Manager (MM).....



Date: 18-07-2021.....

Signed by the Honourable Mayor on behalf of Council.....



Date: 19-07-2021.....

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ANNEXURE A

1. POSITION PURPOSE

To perform all the duties and functions of the Municipal Manager (MM) as required by the relevant legislation or reasonably stipulated by the Mayor or Council, to be accountable for the execution of all the directions and resolutions of the Municipality, the co-ordination of all the activities of the Municipality, to be accountable for the general supervision, control and efficiency of the Department of the Municipal Manager and to ensure compliance with all of the key performance areas as set out in the contract of employment between the Council and the Municipal Manager .

2. PERFORMANCE REVIEW PROCEDURE

1. A performance review will be held on a quarterly basis with a formal performance review bi-annually in December/January and in June/July after the end of the financial year with the understanding that review in the first and third quarter may be verbal if performance is satisfactory.
2. The Municipal Manager may request input from agendas, minutes and "customers" on the MM's performance throughout the review period. This may be done through discussion or by asking "customers" to complete a rating form to submit to the evaluation panel for consideration. Customers are people who are able to comment on the MM's performance since they have worked closely with him on some or all aspects of his job.
3. The MM to prepare for quarterly performance evaluation by providing a brief description of achievements, including reference to evidence, supporting documentation (documents, reports and/or resolutions with dates of submission) in the relevant column in section 3 (KPA scorecard below). Achievements to be reported on cumulatively.
4. The MM to provide a rating for herself for the final evaluation session against the agreed objectives in the column provided in the KPA scorecard record.
5. The MM and Evaluation panel to meet to conduct formal performance rating and agree final scores. It may be necessary to have two meetings i.e. give the MM scores and allow him time to consider them before final agreement. In the event of a disagreement, the evaluation panel has the final say with regard to the final score that is given.
6. The Evaluation panel to provide ratings of the MM's performance against agreed objectives as a result of portfolio of evidence and/or comments and "customer" input.
7. Initially the scoring should be recorded on the scorecard then transferred onto the consolidated score sheet.
8. Any reasons for non-compliance should be recorded during the review session by keeping of minutes of the review session.
9. The assessment of the performance of the MM will be based on the following rating scale for KPAs:

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ANNEXURE A

| | | |
|---|---|---|
| Outstanding Performance | Performance far exceeds the standard expected of the MM at this level. The appraisal indicates that the MM 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. | 5 |
| Performance significantly above expectation | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the MM has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | 4 |
| Fully Effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the MM has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | 3 |
| Performance 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 MM has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan | 2 |
| Unacceptable Performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the MM has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The MM 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. | 1 |

10. The assessment of the performance of the MM on all Competencies will be based on the rating scale as reflected in section 4 of the performance plan.
11. The Mayor and the MM to prepare and agree on a personal development plan (PDP) for addressing developmental gaps.
12. The Mayor and MM to set new objectives, targets, performance indicators, weightings and dates etc for the following financial year. Performance targets can be revised during the year, if required, only by mutual agreement between the parties.
13. Poor work performance will be dealt with in terms of regulation 32 (3) of the Performance Regulations gazetted in Notice No 805, published on 1 August 2006.

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3. KEY PERFORMANCE AREA SCORECARD

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ANNEXURE A

4. COMPETENCY FRAMEWORK FOR THE MUNICIPAL MANAGER (CCR) (Refer to Competency Framework Assessment Sheet)

The Competency Framework will be attached separately to this Performance Plan

5. CONSOLIDATED SCORE (Refer to Performance Assessment Rating Calculator)

The consolidated performance Evaluation Results will be attached separately to this Performance Plan

6. LINK TO REWARD

The MM's performance will be rewarded in accordance with Section 10 of the Performance Contract. (Regulation 32 (2) of the Performance Regulations gazetted in Notice No 805, published on 1 August 2006.)

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to

FINANCIAL DISCLOSURE FORM

CONFIDENTIAL

I, the undersigned (surname and initials) S. B. Mubwandira
 (Postal address) 40 Central Street, Harare
 (Residential address) _____

(Position held) _____

MUNICIPAL MANAGER NQUTHU LOCAL MUNICIPALITY

Tel: 0126226528 Fax: _____

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

1. Shares and other financial interests (Not bank accounts with financial institutions.)
 See information sheet: note (1)

| Number of shares/Extent of financial interests | Nature | Nominal Value | Name of Company/Entity |
|--|--------|---------------|------------------------|
| / | | | |
| / | | | |
| / | | | |
| / | | | |
| / | | | |

2. Directorships and partnerships
 See information sheet: note (2)

| Name of corporate entity, partnership or firm | Type of business | Amount of Remuneration/Income |
|---|----------------------------|-------------------------------|
| <u>Harare City Council</u> | <u>Harare City Council</u> | <u>7 45 000</u> |
| <u>Harare City Council</u> | <u>Harare City Council</u> | <u>7 95 000</u> |
| | | |
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| Description | Value | Source |
|-------------|-------|--------|
| | | |
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| | | |
| | | |

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

| Source of assistance/sponsorship | Description of assistance/sponsorship | Value of assistance/sponsorship |
|----------------------------------|---------------------------------------|---------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

5. Sponsorships
 See information sheet: note (5)

| Name of client | Nature | Type of business activity | Value of any benefits received |
|----------------|--------|---------------------------|--------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

4. Consultancies and retainerships
 See information sheet: note (4)

Council _____
 Signature by Council *[Signature]*
 Date 19-07-22

| Name of Employer | Type of Work | Amount of remuneration/Income |
|------------------|--------------|-------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

3. Remunerated work outside the Municipality
 Must be sanctioned by Council. See information sheet: note (3)

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MEMBER: Patrick S. Thale
(Block letters)

Full first names and surname:

Commissioner of Oath / Justice of the Peace

Michael M. P. Thale
M/O

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

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

(iii) Do you have any objection to taking the prescribed oath or affirmation?
Answer no

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

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

OATH/AFFIRMATION

SIGNATURE OF EMPLOYEE
[Signature]
DATE: 2021-07-19
PLACE: Norfolk

| Description | Extent | Area | Value |
|-------------|--------|------------|---------|
| House | | Woodbridge | 2.5 m |
| House | | Woodbridge | 1.1 m |
| House | | Woodbridge | 900 000 |
| House | | Woodbridge | 70000 |

7. Land and property
See information sheet: note (7)

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DATE: 20-07-2021

CONTENTS NOTED: MAYOR

[Signature]
E. D. D. D.

SOUTH AFRICAN POLICE SERVICE
DESIGNATED FIREARM OFFICER
2021-07-20
NOUTHU
KWAZULU-NATAL

Designation (rank) WARRANT OFFICER Ex Officio Republic of South Africa
Street address of institution 102 Flint Street
NORTHU 8401 8135
Date 2021-07-20 Place NORTHU

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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;

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- (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 unauthorised person.
- (2) For the purpose of this item "privileged or confidential information" includes any information—
- (a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
 - (b) discussed in closed session by the council or a committee of the council;
 - (c) disclosure of which would violate a person's right to privacy; or
 - (d) declared to be privileged, confidential or secret in terms of any law.
- (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;

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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.

Payment of arrears

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.

Council property

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).

Rewards, gifts and favours

- (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.

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.]

Bm MS
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M

["the Employee"]

Municipal Manager



SITHEMBISO MTHEMBU

and

["the Employer"]

Nquthu Local Municipality

Mayor



CLLR INNOCENT LINDOKUHLE SHABALALA

Entered into by and between

PERSONAL DEVELOPMENT PLAN (PDP)

Annexure B

Explanatory Notes to the Personal Development Plan

1. Introduction

- 1.1 A Municipality should be committed to –
 - (a) the continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and
 - (b) managing training and development within the ambit of relevant national policies and legislation.
- 1.2 A Municipality should follow an integrated approach to Human Resource Development, that is:
 - (a) Human resource development should form an integral part of human resource planning and management.
 - (b) In order for a municipality's training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals, career pathing, scarce skills an talent management and succession planning.
 - (c) To ensure the necessary linkage with performance management, the municipality's Performance Management and Development System should provide for the Personal Development Plans of employees to be included in their annual Performance Agreements. Such approach will ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs are also identified during the performance management and appraisal process.
 - (d) Career-pathing and succession planning ensures that employees are placed and developed in jobs according to aptitude and identified potential and through training and development acquire the necessary competencies to prepare them for future positions. Scarce skills and talent management also requires appropriate training, education and development interventions.

2. Competence Modeling

- 2.1 What does an institution mean when it says an employee / prospective employee is competent if he / she fits a managerial competency framework or occupational competency profile? The institution is in fact expressing competence as a **future-oriented** ideal that they require to achieve their strategic objectives [The institution is in effect giving a depiction of the desired or required knowledge, skills and attributes for an individual in a specific position]. For competence to be useful, the associated competence should be greater than the observed performance as it will allow the individual growth towards this 'ideal'.
- 2.2 There is however a risk in expressing a required competence that a current or prospective employee should adhere to in the future, as the future is, by definition, uncertain. Managers cannot know how an employee will perform in the future nor can they know how employees that they did not select, did not promote, did not award a qualification to, might perform.
- 2.3 Moreover, managers do not make their expressions in a social vacuum. They do so within a social context in which there are various actors, various stakeholders, with different interests accountabilities, different things they are trying to achieve and various ways in which others will hold them accountable. If managers are selecting employees they shall similarly have to justify their decisions to others. Relevance thus becomes an obvious issue that affects the level of confidence in such a decision. Various human resources procedures and systems need to be established to maintain the relevance of the expression of competence to the requirements of the employer. Confidence is the

basis on which the various parties implicated in the decisions and actions taken within a competence system will seek to account to others for those decisions and actions.

2.4 When linking a decision that a prospective employee / current employee is competent the communication is based on what may be called conventions of assessment. Some common understanding is achieved by which a certain set of arrangements become socially accepted as the basis for linking different contexts. Contexts differ, in particular in terms of time. So performance in the past is linked to future situations in which desired performance is anticipated. This linking of contexts will normally involve some model, some way of accounting for the claimed link. The **COGTA** has decided on:
 2.4.1 A managerial competency framework as an expression of required managerial competencies.
 2.4.2 Occupational competency profiles as expression of occupation / post competency requirements.

3. **Compiling the Personal Development Plan attached as the Appendix.**
 3.1 The aim of the compilation of Personal Development Plans (PDPs) is to identify, prioritise and implement training needs

3.2 The Local Government: Municipal Systems Act: Guidelines: Generic senior management competency framework and occupational competency profiles provides comprehensive information on the relevance of items 2.4.1 and 2.4.2 above to the PDP process. The Municipal Finance Management Competency Regulations, such as those developed by the National Treasury and other line sector departments' legislated competency requirements need also be taken into consideration during the PDP process.

3.3 The assessment results of a manager against the minimum requirements contained in the managerial competency framework and occupational competency profiles will assist a manager, in consultation with his / her employee, to compile a Personal Development Plan as follows:
 (a) The identified training needs should be entered into column 1 of the Appendix, entitled Skills / Performance Gap. The following should be carefully determined during such a process:

- a. Organisational needs, which include the following:
 - Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
 - The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
 - Specific competency gaps as identified during the probation period and performance appraisal of the employee.
- b. Individual training needs that are job / career related.

(b) Next, the prioritisation of the training needs [1 to ...] in column 1 should also be determined since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritized for purposes of accommodating critical / strategic training and development needs in the HR Plan, Personal Development Plans and the Workplace Skills Plan.

(c) Consideration must then be given to the outcomes expected in column 2 of the Appendix, so that once the intervention is completed the impact it had can be measured against relevant output indicators.

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- (d) An appropriate intervention should be identified to address training needs / skills gaps and the outcome to be achieved but with due regard to cost effectiveness. These interventions should be listed in column 3 of the Appendix, entitled: Suggested training and / or development activity. The training / development must also be conducted either in line with a recognised qualification from a tertiary institution or unit standards registered on the National Qualifications Framework (South African Qualifications Authority), which could enable the trainee to obtain recognition towards a qualification for training undertaken. It is important to determine through the Training / Human Resource Development / Skills Development Unit within the municipality whether unit standards have been developed with regard to a specific outcome / skills gap identified (and registered with the South African Qualifications Authority). Unit standards usually have measurable assessment criteria to determine achieved competency. There is more detail on this in item 4 below.
 - (e) Guidelines regarding the number of training days per employee and the nominations of employees: An employee should on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training interventions.
 - (f) Column 4 of the Appendix: The suggested mode of delivery refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity should impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him / her to read e.g. legislation]; internal or external training provision; coaching and / or mentoring and exchange programmes, etc.
 - (g) The suggested time frames (column 5 of the Appendix) enable managers to effectively plan for the annum e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.
 - (h) Work opportunity created to practice skill / development areas, in column 6 of the Appendix, further ensures internalisation of information gained as well as return on investment (not just a nice to have skill but a necessary to have skill that is used in the workplace).
 - (i) The final column, column 7 of the Appendix, provides the employee with a support person that could act as coach or mentor with regard to the area of learning.
- 3.4 Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality, in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority (LGSETA).
- 3.5 Funding should be made available for training, education and development, in line with the Skills Development Act, at least 1% of the personnel budget must be earmarked for it. Additional funding can also be secured in terms of the provisions of the Skills Development Levies Act from the LGSETA if:
- (a) A Skills Development Facilitator has been appointed.
 - (b) The Workplace Skills Plan has been submitted.
 - (c) A submission, including a Business Plan is submitted for additional grants [The LGSETA can be approached at Tel. 011 456 8579 for more information in this regard].

4. Life-long learning

4.1 It was agreed that an outcomes-based Lifelong Learning Development Framework would be the basis on which Curriculum 2005 would be developed. The basic principle is that learners should be able to progress to higher levels of achievement by mastering prescribed learning outcomes. Learning programmes should thus facilitate progression from one phase or learning outcome to another and from any starting point in the education and training system. Prior knowledge (acquired informally or by work experience), would also have to be assessed and credited. National qualifications would be awarded, at each of the levels of the National Qualifications Framework (NQF) [see the attached definitions] provided that candidates have accumulated certain combinations of credits and have abided by probable rules of combinations required for such qualifications.

4.2 Eight learning areas were identified to form the basis of all education up to the Further Education and Training Certificate:

| Nr. | Learning Area |
|-----|---|
| 1 | Language, Literacy and Communication |
| 2 | Mathematical Literacy, Mathematics and Mathematical Science |
| 3 | Human and Social Sciences |
| 4 | Natural Sciences |
| 5 | Technology |
| 6 | Arts and Culture |
| 7 | Economic and Management Sciences |
| 8 | Life Orientation |

4.3 As is clear from the definitions, there will be four phases, with Adult Basic Education and Training (ABET) linked to the first three. The history of school education had the effect that the majority of the adult population for black communities, were provided with inadequate education or no schooling. Thus ABET is viewed as a force for social participation and economic development and has been brought into the mainstream of the education and training system. The underlying principles are that ABET should provide a general basic education, promote critical thinking and empower individuals to participate in all aspects of society, and promote active learning methods, and, ABET should lead to nationally recognized certificates based on clear national standards assessed as learning outcomes.



4.4 Once the foundation phase is addressed the other phases can follow suit. In this regard the discussion in item 3.3 (d) refers. Note should also be taken that in addressing professionalisation within the local government sector there may be a need to develop vocational qualifications.

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**Personal Development Plan of: Mr Sithembiso Mthenbu
Appendix B**

Compiled on (Date): 01 July 2021

| 1. Skills / Performance Gap (in order of priority) | 2. Outcomes Expected (measurable indicators: quantity, quality and time frames) | 3. Suggested training and / or development activity | 4. Suggested mode of delivery | 5. Suggested Time Frames | 6. Work opportunity created to practice skill / development area | 7. Support Person |
|--|---|---|-------------------------------|--------------------------|--|-------------------|
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|--|----------------------|---|--------------------|
| Employee's signature :  | Date: 18 - 07 - 2021 | Mayor's Signature  | Date: 19 - 07 - 21 |
|--|----------------------|---|--------------------|

2021/22 Personal Development Plan

Municipal Manager

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Sithembiso Mthenbu
I.C. M

DEFINITIONS:

“Higher, Further and General Education and Training” refers to:

| TYPES OF QUALIFICATIONS AND CERTIFICATES | Levels | National Qualification Framework level |
|--|---|--|
| | | 1 |
| | GENERAL | 2 |
| | EDUCATION | 3 |
| | AND | 4 |
| | TRAINING | 5 |
| | FURTHER | 6 |
| | EDUCATION | 7 |
| | AND | 8 |
| | TRAINING | 9 |
| | GENERAL EDUCATION AND TRAINING CERTIFICATES | 10 |
| | Senior Phase | 11 |
| | Intermediate Phase | 12 |
| | Foundation Phase | 13 |
| | ABET level 4 | 14 |
| | ABET level 3 | 15 |
| | ABET level 2 | 16 |
| | ABET level 1 | 17 |

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