

" The City of Heritage "



ULUNDI MUNICIPALITY PERFORMANCE AGREEMENT

2023/2024

ENTERED INTO AND BETWEEN

THE ULUNDI LOCAL MUNICIPALITY

Herein represented by Councillor WILSON NTSHANGASE in his capacity as Mayor of the Municipality (hereinafter referred to as the EMPLOYER)

AND

Municipal Manager

Mr S. M. KHOMO

Municipal Manager of the Municipality (hereinafter referred to as the EMPLOYEE)

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K.S.D
New South
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1. INTRODUCTION

- 1.1 The Ulundi Local Municipality (the Employer) has entered into a contract of employment with (the Employee) in terms of Section 57(1)(a) of the Municipal Systems Act, Act 32 of 2000, as amended (hereinafter referred to as the Systems Act).
- 1.2 Section 57(1)(b) of the Systems Act, read with the contract of employment between the two 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), reporting to the Executive Committee of the Municipality (the Employer), to a set of actions that will secure local government policy goals.
- 1.4 This performance agreement is concluded between the Employee and the Executive Committee of the Employer, represented by the Councillor elected as Mayor.

2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to:

- 2.1 Comply with the provisions of Section 57 of the Systems Act and the Municipal Performance Regulations published in the *Government Gazette* dated 1 August 2006;
- 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, the Service Delivery and Budget Implementation Plan and the Budget of the Municipality;
- 2.3 Specify accountabilities as set out in the Municipal Performance Plan for the 2023/2024 financial year, 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 her job;
- 2.6 In the event of outstanding performance, to appropriately reward the Employee; and

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- 2.7 Give effect to the Employer's commitment to a performance orientated relationship with its Employee in attaining equitable and improved service delivery.

3. PERFORMANCE MANAGEMENT SYSTEM

- 3.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Municipality.
- 3.2 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.
- 3.3 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.
- 3.4 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas reflected in the Municipal Performance Plan for the 2023/2024 financial year within the local government framework.

4. EMPLOYER OBLIGATIONS

- 4.1 The Employer shall endeavour to create a working environment that is conducive to the Employee being able to attain the standards of performance expected of her.
- 4.2 The Employer shall provide the Employee with such physical, financial and human resources as are reasonably required for her to perform her functions.
- 4.3 The Employer shall provide access to skills development and capacity building opportunities.
- 4.4 The Employer shall empower the Employee by way of a set of appropriate delegations to act and make relevant decisions in the course of her employment.
- 4.5 The Employer shall work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the employee.
- 4.6 The Employer shall conduct the performance review in a fair and transparent manner.

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5. EMPLOYEE OBLIGATIONS


- 5.1 The Employee is obliged to perform his functions to the best of his abilities and shall as far as practically possible endeavour to meet the standards of performance as set out in the attached Municipal Performance Plan for the 2023/2024 financial year.
- 5.2 The Employee shall under all circumstances act in the best interests of the Ulundi Local Municipality (the Employer).
- 5.3 The Employee shall co-operate with the Employer in conducting performance reviews.

6. CONSULTATION

- 6.1 The Employer agrees to consult the Employee timeously where the exercising of its powers will have amongst others:
 - 6.1.1 A direct effect on the performance of any of the Employee's functions;
 - 6.1.2 A commitment by the Employee to implement or to give effect to a decision made by the Employer: and
 - 6.1.3 A substantial financial effect on the Employee.
- 6.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-item 6.1 as soon as is practicable to enable the Employee to take the necessary action without delay.

7. COMMENCEMENT AND DURATION

- 7.1 Irrespective of the date of the signature of the agreement, this performance agreement and its annexure (the Municipal Performance Plan for the 2023/2024 financial year) will commence on 01 July 2023 and will remain in force until 30 June 2024. Thereafter a new annexure to this agreement will be concluded between the two parties for the following financial year.
- 7.2 The parties will review the provisions of this agreement during June each year. The parties will then conclude a new performance agreement that replaces the previous agreement by no later than 31 July of that year.
- 7.3 The agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 7.4 Nothing contained in this performance agreement in any way limits the right of the Employer to terminate the Employee's contract of employment with or

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without notice for any other breach by the Employee of his obligations to the Employer or for any other valid reason in law.

- 7.5 The content of the agreement may be revised at any time during the abovementioned period to determine the appropriateness of the matters agreed upon.
- 7.6 If at any time during the validity of the performance agreement the work environment alters (whether as a result of government or Council decisions or otherwise) to the extent that the contents of the agreement are no longer appropriate, the content shall immediately be revised and then mutually agreed upon by the two parties.

8. PERFORMANCE OBJECTIVES


- 8.1 The Municipal Performance Plan for the 2023/2024 financial year sets out:
- 8.1.1 The key performance areas for which the Employee is responsible.
- 8.1.2 The performance objectives and targets that must be met by the Employee.
- 8.1.3 The timeframes within which those performance objectives and targets must be met.
- 8.1.4 The performance objectives and targets reflected in the Performance Plan are set by the Employer in consultation with the Employee in compliance with legislative requirements and based on the Integrated Development Plan and the Budget of the Municipality and include key performance areas, objectives, targets, key performance indicators and weightings.
- 8.1.5 The key performance areas describe the main tasks to be done. The key performance indicators consist of the details of the evidence that must be provided to show that an objective has been achieved. The targets describe the timeframe in which the work must be achieved. The weightings reflect the relative importance of the objectives to each other.
- 8.2 The **Employee's** assessment will be based on his performance in terms of the output/outcomes (performance indicators) identified as the performance plan annexed into this agreement, which are linked to the Key Performance Areas, and will constitute 80% of the overall assessment results as per the weightings agreed into between the **Employer** and the **Employee**:

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Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	
Local Economic Development (LED)	
Municipal Transformation and Organisational Development	
Good Governance and Public Participation	
Financial Viability and Management	
Spatial and Environmental	
TOTAL	80%

8.3 The **Core Competencies** will make up the other 20% of the **Employee's** assessment score. In terms of Local Government: Regulations on appointment and conditions of employment of Senior Managers, Reg. 21 of 17 January 2016, the "Core Competencies" are competencies that cut across all levels of work in a municipality and enhance contextualised leadership that guarantees service delivery impact; and "Leading competencies" means competencies that are required to develop clear institutional strategy, initiate, drive and implement programs to achieve long-term sustainable and measurable service delivery performance results. There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. All competencies must therefore, be considered as measurable and critical in assessing the level of a senior manager's performance and as listed as follows:

LEADING COMPETENCIES		
COMPETENCY		Weighting
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management 	

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	<ul style="list-style-type: none"> • Negotiation and Dispute Management 	
Programme and Project Management	<ul style="list-style-type: none"> • Programme and Project Planning and Implementation • Service Delivery Management • Programme and Project Monitoring and Evaluation 	
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Co-operative Governance 	
Total Weighting Leading Competencies		
CORE COMPETENCIES		
COMPETENCY		Weighting
Moral Competence		
Planning and Organising		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Results and Quality Focus		
Total Weighting Core Competencies		
TOTAL PERCENTAGE WEIGHTING		20%

9. ASSESSMENT OF PERFORMANCE

9.1 Performance Reviews

The performance of the Employee in relation to her performance agreement shall be reviewed on the following basis:

First Quarter	July to September
Second Quarter	October to December
Third Quarter	January to March
Fourth Quarter	April to June

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- 9.1.1 The quarterly reviews for the first and third quarter may be undertaken verbally between the Employer representative and the Employee if performance is satisfactory.
- 9.1.2 The fourth quarter (annual) review will be undertaken by an evaluation panel. The evaluation panel will consist of three of the following persons:
- Mayor of the Ulundi Municipality (Chairperson)
 - Chairperson of the Audit Committee
 - Member of the Executive Committee of the Ulundi Municipality
 - Mayor/Municipal Manager from another Municipality
 - Member of a Ward Committee as nominated by the Mayor
- 9.1.3 The Employer shall keep a record of the mid-year review and the annual assessment meetings.
- 9.1.4 Performance feedback will be based on both the Employer's and the Employee's assessment of the Employee's performance. Part of the review process is the development of an agreed assessment of the Employee's performance.
- 9.1.5 The Employer will be entitled to review and make reasonable changes to the provisions on the performance plan from time to time for operational reasons. The Employee will be fully consulted before any such change.
- 9.1.6 The Employer may amend the provisions on the performance plan 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.

9.2 Performance Rating Scale

Level	Terminology	Description	Rating
5	Outstanding performance	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 Performance Agreement and the Performance Plan and maintained this in all areas of responsibility throughout the year	130% - 150%+

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4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. This 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.	100% - 129%
3	Fully effective	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 Performance Agreement and Performance Plan.	90% - 100%
2	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 Employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the Performance Agreement and the Performance Plan	60% - 89%
1	Unacceptable performance	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 Performance Agreement and the 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 .	Below 60%

9.3 Evaluation of Performance

The evaluation of performance consists of the following:

- 9.3.1 An assessment of the achievement of results as outlined in the Municipal Performance Plan (80%); an assessment of the Leading and Core Competencies is (20%)
- 9.3.2 Each objective in the Municipal Performance Plan will be assessed according to the extent to which the specified standards or performance indicators have been met.
- 9.3.3 Each of the elements of the Core Management Criteria and the Core Management Responsibilities, which have been weighted equally, will be assessed according to the extent to which the alignment and performance measure standards have been met.
- 9.3.4 An indicative rating on the five point rating scale will be provided for each performance objective and / or managerial competency.

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9.3.5 The applicable assessment rating calculator will then be used to add the scores and calculate a final KPA score.

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

10. MANAGEMENT OF EVALUATION OUTCOMES

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

10.2 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package will be paid to the Employee in recognition of outstanding performance to be constituted as follows:

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

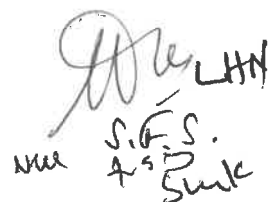
10.2.2 Should an employee incur unauthorised, irregular, fruitless and wasteful expenditure he/she will not receive a performance bonus for that particular financial year.

10.3 Where the Employer is not satisfied with the Employee's performance with respect to any matter dealt with in this agreement, the Employer will give notice to the Employee to attend a meeting to discuss the matter. The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that the Employee's performance becomes satisfactory. The Employee will provide the Employer with a programme, including any dates, for implementing these measures.

Should the Employer not be satisfied with the explanations and measures as provided by the Employee, the matter will be referred to the full Council of the Employer for further action which can result, subject to compliance with applicable labour legislation, in termination of the Employee's employment in accordance with the notice period set out in the contract of employment.

11. DISPUTE RESOLUTION

11.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the objectives and performance targets established in terms of this agreement, the Employee

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may meet with the Employer with a view to resolving the issue. At the Employee's request the Employer will record the outcome of the meeting in writing.

- 11.2 In the event that the Employee remains dissatisfied with the outcome of that meeting, she may refer a formal dispute for mediation to the MEC for local government in the Province, or any other person designated by the MEC whose decision, rendered within 30 (thirty) days of receipt of the formal dispute, shall be final and binding on both parties.

12. GENERAL

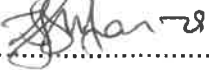

- 12.1 The contents of this performance agreement must be made available to the public by the Employer in accordance with the Municipal Finance Management Act, Act 56 of 2003, and Section 46 of the Systems Act
- 12.2 This performance agreement is written in English; hence English shall be the language of all communication between the two parties. All correspondence between the parties to this agreement and all reports and other documentation shall be submitted in English.
- 12.3 The parties to this agreement record that this agreement constitutes the whole of the agreement and arrangements for the performance of the Employee for the 2023/2024 financial year.
- 12.4 No agreement varying, adding or deleting from or cancelling this agreement shall have any effect unless reduced to writing and signed by both parties.
- 12.5 Nothing in this agreement diminishes the obligations, duties or accountability of the Employee in terms of her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 12.6 The annual performance evaluation result of the Employee must be submitted to the MEC responsible for Co-operative Governance & Traditional Affairs in KwaZulu-Natal as well as the Minister for Co-operative Governance & Traditional Affairs within 14 (fourteen) days after the conclusion of the assessment.

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13. SIGNATURE OF THE PARTIES

Signed at Ulundi on this 31 day of July 2023.

AS WITNESSES



1. 
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2. 
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MR S.M. KHOMO

Signed at Ulundi on this 31 day of July 2023

AS WITNESSES

1. 
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2. 
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MAYOR

EVALUATION OF PERFORMANCE

PART A: MUNICIPAL PERFORMANCE PLAN

Key Performance Areas	Maximum Score	Agreed Evaluation	Actual Score	Percentage of Maximum Score
TOTAL				

Contribution to Overall Performance Score (80%) _____

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PART B: LEADING AND CORE COMPETENCIES

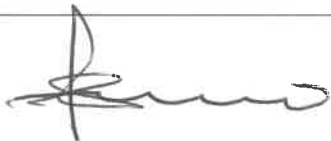
Competency	Weight	Agreed Evaluation	Percentage Score
Strategic Direction and Leadership			
People Management			
Program and Project Management			
Financial Management			
Change Leadership			
Governance Leadership			
Moral Competence			
Planning and Organising			
Analysis and Innovation			
Knowledge and information Management			
Communication			
Results and Quality Focus			
TOTAL			

Contribution to Overall Performance Score (20%) _____

SUMMARY

Performance Area	Performance Score
Part A: Municipal Performance Plan	
Part B: Leading and Core Competencies	
TOTAL EVALUATION OF PERFORMANCE	

Signed:



Mr S.M. Khomo

Date: 31/07/2023

Signed:



Mayor

Date: 31/07/2023

KS2024-15-SO7	TS 6	Facilitate the construction of 5 sports fields within areas where such sport facilities are required	Construction of Umand Indoor Sports Centre	Percentage	50%	n/a	n/a	50% Construction stage by 30 September 2023	10% Construction stage by 30 September 2023	30% Construction stage by 31 December 2023	40% Construction stage by 31 March 2024	50% Construction stage by 30 June 2024	Technical Services	R13 115 088.00	12	Business Plan, Progress Reports
KZ0266-15-SO8	TS 7	Facilitate the construction of 5 archery within areas where such facilities are required	Construction of Damabush Cruch	Percentage	50%	n/a	n/a	50% Construction stage by 30 June 2024	10% Construction stage by 30 September 2023	30% Construction stage by 31 December 2023	40% Construction stage by 31 March 2024	50% Construction stage by 30 June 2024	Technical Services	R1 111 038.00	10	Business Plan, Progress Reports
KZ0266-DPL-50	DPL 1	To ensure availability of Council Owned land for residential, commercial and industrial development	Prepare and Adopt Human Settlement Plan	Date	30/06/2024	n/a	n/a	Review and Adoption of Human Settlement Plan by 30 June 2024	Advise for the appointment of a Human Settlement Plan by 30 September 2023	Appointment of the Service Provider to review the preparation of the Human Settlement Plan by 31 December 2023	Preparation of the Draft Human Settlement Plan by 31 March 2024	Adoption of Final Human Settlement Plan by 30 June 2024	Planning and Development	R307 989.13	All 24 Wards	Adopt, Appointment Letter, Project Workplan, Draft Human Settlement Plan, Final Human Settlement Plan & Council Resolution
KZ0266-DPL-50	DPL 2	To ensure availability of Council Owned land for residential, commercial and industrial development	Redrafting of the proclamation diagram	Date	30/06/2024	n/a	n/a	Redrafting of the proclamation diagram by 30 June 2024	Advise for appointment of a Service Provider by 30 September 2023	Project Workplan by 31 December 2023	Progress Report by 31 March 2024	Progress Report by 30 June 2024	Planning and Development	R689 476.26	All 24 Wards	Adopt, Appointment Letter, Project Workplan, Progress Reports
Local Economic Development																
KZ0266-FS-SO 11	FS 1.3	Implement a Disaster Risk Management Plan approved by Council of the Municipality	Purchasing of Disaster Relief Stock	Rand Value	R434 782.17	n/a	n/a	Purchasing of Disaster Relief Stock for R434 782.17 by 30 June 2024	n/a	n/a	n/a	Purchasing of Disaster Relief Stock for R434 782.17 by 30 June 2024	Protection Services	R434 782.17	All 24 Wards	Invoices & proof of purchase
KZ0266-CS-2	CS 2	Align municipal programmes with those of sector departments such as the Department of Health, Department of Education, -HIV/AIDS and other related pandemic diseases prevention and	Number of Local AIDS Council (LAC) meetings held	Number	4	n/a	n/a	4 Local AIDS Council meetings held by 30 June 2024	1 Local AIDS Council meeting held by 30 September 2023	1 Local AIDS Council (LAC) meeting held by 31 December 2023	1 Local AIDS Council meeting held by 31 March 2024	1 Local AIDS Council meeting held by 30 June 2024	Community Services	R100 000.00	All 24 Wards	Invitations and Attendance Registers
KZ0266-CMS-50	CMS 1	To assess communities in addressing the needs of the HIV/AIDS and other related pandemic diseases prevention and	Number of Monthly reports submitted to National Public Works & COGTA on the expenditure of the EMPWP Grant by 30 June 2024	Number	12	n/a	n/a	12 Monthly reports submitted to National Public Works & COGTA on the expenditure of the EMPWP Grant by 30 June 2024	3 Monthly reports submitted to National Public Works & COGTA on the expenditure of the EMPWP Grant by 30 September 2023	3 Monthly reports submitted to National Public Works & COGTA on the expenditure of the EMPWP Grant by 31 December 2023	3 Monthly reports submitted to National Public Works & COGTA on the expenditure of the EMPWP Grant by 31 March 2024	3 Monthly reports submitted to National Public Works & COGTA on the expenditure of the EMPWP Grant by 30 June 2024	Corporate Services	R 3 181 000.00	All 24 Wards	Monthly Reports submitted National Public Works & COGTA
KZ0266-CS-SO:	CS 3	To assist communities in addressing the needs of the poverty prevalent within the municipality	Provision of Bursals to persons who are in need (without complaint person to Burs, Adult - R2500, Minor - R2000)	Rand Value	R1 530 000.00	0	0	Provision of Bursals to persons who are in need (without complaint person to Burs, Adult - R2500, Minor - R2000) by 30 June 2024	Qualifying applications approved by 30 September 2023	Qualifying applications approved by 31 December 2023	Qualifying applications approved by 31 March 2024	Qualifying applications approved by 30 June 2024	Community Services	R1 500 000.00	All 24 Wards	Approved application forms for Indigent Bursals concluded
KZ0266-CS-SO:	CS 3.1	To assist communities in addressing the needs of the poverty prevalent within the municipality	Provision of food vouchers for indigent (Grocates voucher = R500)	Rand Value	R500 000.00	0	0	Provision of food vouchers for indigent (Grocates voucher = R500) by 30 June 2024	Qualifying applications approved by 30 September 2023	Qualifying applications approved by 31 December 2023	Qualifying applications approved by 31 March 2024	Qualifying applications approved by 30 June 2024	Community Services	R500 000.00	All 24 Wards	Approved application forms for Food Voucher provided
KZ0266-FS-SO:	FS 1	To ensure that the needs of the households within communities and providing range of services and benefits at no cost	% of consumer accounts with rebates	%	100%	n/a	n/a	100% consumer accounts with rebates by 30 June 2023	100% consumer accounts with rebates by 30 September 2022	100% consumer accounts with rebates by 31 December 2022	100% consumer accounts with rebates by 31 March 2023	100% consumer accounts with rebates by 30 June 2023	Financial Services	R1 465 250	All 24 Wards	Billing Report
KZ0266-FS-SO:	FS 1.1	To ensure that the needs of the households within communities and providing range of services and benefits at no cost	% of consumer accounts with property rates rebates	%	100%	n/a	n/a	100% of consumer accounts with property rates rebates by 30 June 2023	100% of consumer accounts with property rates rebates by 30 September 2022	100% of consumer accounts with property rates rebates by 31 December 2022	100% of consumer accounts with property rates rebates by 31 March 2023	100% of consumer accounts with property rates rebates by 30 June 2023	Financial Services	R3 611 443	All 24 Wards	Billing Report
KZ0266-CS-SO:	CS 4	To ensure that the needs of the constituent special groups within the Municipality are addressed	Date of holding of Library Week	Date	31/03/2024	n/a	n/a	Library Week held by 31 March 2024	n/a	n/a	n/a	Library Week held by 31 March 2024	Community Services	R43 478.00	All 24 Wards	Invitations, Attendance Register & Photos
KZ0266-CS-SO:	CS 4.1	To ensure that the needs of the constituent special groups within the Municipality are addressed	Date of holding of Library Week	Date	30/05/2023	n/a	n/a	Library Week held by 30 September 2023	n/a	n/a	n/a	Library Week held by 30 June 2023	Community Services	R26 086.00	All 24 Wards	Invitations, Attendance Register
KZ0266-CS-SO:	CS 4.2	To ensure that the needs of the constituent special groups within the Municipality are addressed	Number of Quality of Life Forum Meetings held	Number	4	n/a	n/a	4 Quality of Life Forum Meetings held by 30 June 2024	1 Quality of Life Forum Meetings held by 30 September 2023	1 Quality of Life Forum Meetings held by 31 December 2023	1 Quality of Life Forum Meetings held by 31 March 2024	1 Quality of Life Forum Meetings held by 30 June 2024	Community Services	R301 130.00	All 24 Wards	Invitations, Attendance Register
KZ0266-CS-SO:	CS 5	To ensure that the needs of the constituent special groups within the Municipality are addressed	Date of holding of Disability Programme	Date	31/12/2023	n/a	n/a	Disability Programme held by 31 December 2023	n/a	n/a	n/a	Disability Programme held by 31 December 2023	Community Services	R26 086.00	All 24 Wards	Invitations, Attendance Register

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KZM266-PS-SO 21 FS 2	Maintenance of an environment that promotes safety and security of all communities within the Municipality	Facilitation of the provision for a security services to the Municipality	Number of Monthly Payments to the service provider in accordance with contractual provisions (Private Security Services)	12	12	0	12 Monthly payments to the service provider in accordance with contractual provisions (Private Security Services) by 30 June 2024	3 Monthly payments to the service provider (Security Services) by 31 December 2023	3 Monthly payments to the service provider (Security Services) by 31 March 2024	3 Monthly payments to the service provider (Security Services) by 30 June 2024	Protection Services	R6 000 000.00	All 24 Wards	Invoices & proof of payment
KZM266-PS-SO 22 FS 3	Maintenance of an environment that promotes safety and security of all communities within the Municipality	Review and Evaluate a strategy to deal with stray animals in the Municipal Area	Ensure that stray animals found within Municipal Area are Pounded by Appointing Service Provider	30/06/2024	n/a	0	Ensure that stray animals found within Municipal Area are Pounded by Appointing Service Provider by 30/06/2023	3 Monthly Report from Service Provider by 31 December 2023	3 Monthly Report from Service Provider by 31 March 2024	3 Monthly Report from Service Provider by 30 June 2024	Protection Services	R1 304 347.83	All 24 Wards	Monthly reports, Invoices and Proof of Payments
KZM266-CMS-SO CMS 3.2 24	To uplift communities and contribute to the alleviation of poverty by stimulating employment	Stimulate the local economy within the Municipality through the development and implementation of initiatives that stimulate job creation	% on expenditure on the budget for implementation of LED Projects	100%	n/a	0	100% on expenditure on the budget for implementation of LED Projects by 30 June 2024	n/a	50% on expenditure on the budget for implementation of LED Projects by 31 March 2024	50% on expenditure on the budget for implementation of LED Projects by 30 June 2024	Corporate Services	R2 600 000.00	All 24 Wards	Expenditure Report from Finance
KZM266-CMS-SO CMS 9 27	To stimulate development of small businesses and opportunities as a vehicle to increase employment levels	Enhance and develop entrepreneurial skills among the communities in the municipality	Number of Business Incubation Programs per Local Point conducted through SME's Workshops	2	n/a	0	2 Business Incubation Programs per local point to be conducted through SME's Workshops by 30 June 2024	1 Workshop conducted by 31 December 2023	n/a	1 Workshop conducted by 30 June 2024	Corporate Services	R215 659.00	All 24 Wards	Invoices, Attendance Registers, Invoices & expenditure reports from Finance
Municipal Institutional Development and Transformation														
KZM266-IS-SO 32 TS 8	To develop capacity within the Municipality for effective service delivery	Reduction in the dependency on consultants by ensuring ongoing skills transfer	Date of submission to IM of a Close-out report reflecting the number of employees trained and skills transferred	30/06/2024	n/a	n/a	Submission to IM of a Close-out report reflecting the number of employees trained and skills transferred by 30 June 2024	n/a	n/a	Submission to IM of a Close-out report reflecting the number of employees trained and skills transferred by 30 June 2024	Technical Services	n/a	All 24 Wards	Employee Training
KZM266-CMS-SO CMS 10.1 33	To develop capacity within the Municipality for effective service delivery	Ensure compliance with the Skills Development Act by implementing the Workplace Skills Plan	Number of staff members who attended training against Skills Development Plan (NCF rated / short courses)	20	n/a	n/a	20 staff members who attended training against Skills Development Plan (NCF rated / short courses) by 30 June 2024	n/a	n/a	20 staff members who attended training against Skills Development Plan (NCF rated / short courses) by 30 June 2024	Corporate Services	R291 564.00	All 24 Wards	Invoices, Attendance Registers, Certificate of Attendance
Good Governance and Public Participation														
KZM266-FS-SO 36 FS 3	To promote good governance, accountability and transparency	Promotion of effective communication with internal and external stakeholders	Number of Section 71 Financial Reports submitted to Treasury	12	12	0	Section 71 Reports submitted to Treasury within 10 working days of the end month by 30 June 2024	3 Section 71 Reports submitted to Treasury by 31 September 2023	3 Section 71 Reports submitted to Treasury by 31 March 2024	3 Section 71 Reports submitted to Treasury by 30 June 2024	Financial Services	n/a	All 24 Wards	Proof of submission of data sheets (Actual Elections, Actual Voters, and Actual)
KZM266-FS-SO 36 FS 3.1	To promote good governance, accountability and transparency	Promotion of effective communication with internal and external stakeholders	Number of Quarterly Financial Reports submitted to Treasury	4	4	0	Quarterly Financial Reports to be submitted to Treasury by 30 June 2024	1 Quarterly Financial Report submitted to Treasury by 31 December 2023	1 Quarterly Financial Report to be submitted to Treasury by 31 March 2024	1 Quarterly Financial Report to be submitted to Treasury by 30 June 2024	Financial Services	n/a	All 24 Wards	Proof of submission to Treasury (Proof of Data Storage, Submission and Council resolution)
KZM266-FS-SO 36 FS 3.2	To promote good governance, accountability and transparency	Promotion of effective communication with internal and external stakeholders	Number of Section 72 Financial Report submitted to Treasury	1	1	0	Section 72 Financial Report submitted to Treasury by 25 January 2024	n/a	1 Section 72 Financial Report to be submitted to Treasury by 25 January 2024	n/a	Financial Services	n/a	All 24 Wards	Proof of submission to Treasury (Proof of Data Storage, Submission and Council resolution)
KZM266-FS-SO 36 CMS 3.2	To promote good governance, accountability and transparency	Promotion of effective communication with internal and external stakeholders	Number of Monthly payments to the service provider for municipal branding & advertising	12	12	0	12 Monthly payments of R3 000 000.00 to the service provider for municipal branding & advertising by 30 June 2024	3 Monthly payments of R750 000.00 to the service provider for municipal branding & advertising by 31 September 2023	3 Monthly payments of R750 000.00 to the service provider for municipal branding & advertising by 31 March 2024	3 Monthly payments of R750 000.00 to the service provider for municipal branding & advertising by 30 June 2024	Corporate Services	R4 200 000.00	All 24 Wards	Invoices from the Service Provider & proof of payment
KZM266-CMS-SO IM 1 38	To promote good governance, accountability and transparency	Roll out of the performance management process within the Municipality beyond Section 55 Managers	Date of review and adoption of OPMS Policy Framework	30/06/2024	n/a	n/a	Review and Adoption of OPMS Policy Framework by 30 June 2024	n/a	n/a	Review and Adoption of OPMS Policy Framework by 30 June 2024	Municipal Manager	n/a	All 24 Wards	Invoices & Attendance Register
KZM266-CMS-SO IM 2 40	To promote good governance, accountability and transparency	Concluding of Performance Agreements in terms of the Local Government Municipal Systems Act, No. 32 of 2000	Number of Signed Performance Agreements signed by Sec 54/56 Managers annually	7	7	0	Signed Performance Agreements by 31 July 2023	7 Performance Agreements signed by Sec 54/56 Managers annually by 31 July 2023	n/a	n/a	Municipal Manager	n/a	All 24 Wards	Copies of signed Performance Agreements
KZM266-CMS-SO IM 3 41	To promote good governance, accountability and transparency	Submission of Annual Performance Report in terms of the MSA to AG, 2021/2022 to Auditor-General COGTA and Treasury	Date of Submission of Annual Performance Report for 2021/2022 to Auditor-General	31/08/2023	n/a	n/a	Submission of Annual Performance Report for 2021/2022 submitted to Auditor-General by 31 August 2023	n/a	n/a	Annual Performance Report for 2021/2022 submitted to Auditor-General by 31 August 2023	Municipal Manager	n/a	All 24 Wards	Copy of Annual Performance Report and proof of submission

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SCHEDULE 2

CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

1. Definitions

In this Schedule "**partner**" means a person who permanently lives with another person in a manner as if married.

2. General conduct

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.

3. Commitment to serving the public interest

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.

4. Personal gain

(1) A staff member of a municipality may not—

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- (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.

5. Disclosure of benefits

(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.

6. Unauthorised disclosure of information

(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.

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12. Sexual harassment

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

13. Reporting duty of staff members

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.

14. Breaches of Code

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.

14A. Disciplinary steps

(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.

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7. Undue influence

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.

8. Rewards, gifts and favours

(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 subitem (1).

9. Council property

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.

10. Payment of arrears

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.

11. Participation in elections

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.

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PERSONAL DEVELOPMENT PLAN

MUNICIPALITY: Uluwazi LM
INCUMBENT: Sim Khomo
SALARY: _____
JOB TITLE: Municipal manager
REPORT TO: Mayor

1. What are the competencies required for this job (refer to competency profile of job description)?

NQF 7

2. What competencies from the above list, does the job holder already possess?

NQF 9

3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)

N/A

4. Actions/Training interventions to address the gaps/needs

N/A

5. Indicate the competencies required for future career progression/development

N/A

6. Actions/Training interventions to address future progression

N/A

7. Comments/Remarks of the Incumbent

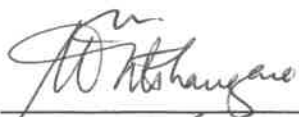
N/A

8. Comments/Remarks of the supervisor

N/A

Agreed upon

Signature:



Supervisor:

MASOR (WM NTSHANGASE)

Date:

31/07/2023

Signature:



Incumbent:

S. M. Khomo

Date:

31/07/2023

Date of next review: 01/07/2024

DISCLOSURE FORM FOR BENEFITS AND INTERESTS

I, the undersigned (Surname and Initials) S. M. Khomo
 (Postal Address) 7 Hime street
Esthous
 (Residential Address)
 (Position Held) Municipal Manager
 (Name of Municipality) Ukhahlamba Municipality
 Tel: _____ Fax: _____
 hereby certify that the following information is complete and correct to the best of my knowledge:

1. Shares, securities and other financial interests (Not bank accounts with financial institutions.)

Number of shares/Extent of financial interest	Nature	Nominal Value	Name of Company/Entity
	/		

2. Interest in a trust

Name of trust	Amount of Remuneration/ Income
/	

3. Membership, directorships and partnerships

Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/ Income
	/	

4. Remunerated work outside the Municipality (Must be sanctioned by Council.)

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

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Signature by Mayor or Designate:  Date: 31/07/2023


5. Consultancies, Retainerships and Relationships

Name of Client	Nature	Type of business activity	Value of any benefits received
	/		

6. Subsidies, grants and sponsorships by any organisation		
Source of assistance	Descriptions of assistance	Value of assistance

7. Gifts and Hospitality from a source rather than a family member		
Description	Value	Member

8. Land and Property			
Description	Extent	Area	Value
Dipsy	1230	Esikwe	R1,200,000


 SIGNATURE OF SENIOR MANAGER

DATE: 31/07/2023

PLACE: Umlazi