



The home of harmony, prosperity and growth

## PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

AS REPRESENTED BY THE MUNICIPAL MANAGER

BRUCE WILLIAM KANNEMEYER

.....  
FULL NAMES

AND

MOKGADI FLORENCE MOKGOBU

(DIRECTOR CORPORATE SERVICES)  
.....

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2020 - 30 JUNE 2021

m-f  
TC  
H.A  
MR  
CP

**ENTERED INTO BY AND BETWEEN:**

The **Ngwathe Municipality** herein represented by **BRUCE WILLIAM KANNEMEYER**  
his capacity as the Municipal Manager (hereinafter referred to as the **Employer** )

And

**MOKGADI FLORENCE MOKGOBU** 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"). 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, 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;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 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 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2020** and will remain in force until **30 June 2021** thereafter a new Performance Agreement and Performance Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement, Personal Development Plan and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

### 4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
  - 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.

- 4.2 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.
- 4.2.1 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.
- 4.3 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 of two components, both of which shall be contained in the 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 Core Competency Requirements (CCRs) respectively.

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 CCRs 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 KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (80% of Total )	Ratings	Weighting
KPA 1: Municipal Transformation & Institutional Development	1	30
KPA 2: Infrastructure Development & Basic Services	3	25
KPA 3: Local Economic Development	5	10
KPA 4: Municipal Financial Viability & Management	4	10
KPA 5: Good Governance and Public Participation	2	25
<b>Total</b>		<b>100%</b>

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 CCRs will make up the other 20% of the **Employee's** assessment score. CCRs that are deemed to be most critical for the **Employee's** specific job should be selected (✓) from the list below as agreed to between the **Employer** and **Employee**. Three of the CCRs are compulsory for Municipal Managers:

*BWK.*

Nr.	LEADING COMPETENCIES		
	Competency Description	Driving Competencies	Weighting
1	Strategic Direction and Leadership	<ul style="list-style-type: none"><li>Impact and influence</li><li>Institutional Performance Management</li><li>Strategic Planning and Management</li><li>Organisational Awareness</li></ul>	10
2	People Management	<ul style="list-style-type: none"><li>Human Capital Planning and Development</li><li>Diversity Management</li><li>Employee Relations Management</li><li>Negotiation and Dispute Management</li></ul>	10
3	Program and Project Management	<ul style="list-style-type: none"><li>Program and Project Planning and Implementation</li><li>Service Delivery Management</li><li>Program and Project Monitoring and Evaluation</li></ul>	5
4	Financial Management	<ul style="list-style-type: none"><li>Budget Planning and Execution</li><li>Financial Strategy and Delivery</li><li>Financial Reporting and Monitoring</li></ul>	5
5	Change Leadership	<ul style="list-style-type: none"><li>Change and Vision and Strategy</li><li>Process Design and Improvement</li><li>Change Impact Monitoring and Evaluation</li></ul>	20
6	Governance Leadership	<ul style="list-style-type: none"><li>Policy Formulation</li><li>Risk and Compliance Management</li><li>Cooperative Governance</li></ul>	20
Nr	CORE COMPETENCIES		
	Competency Description		
1	Moral Competence		5
2	Planning and Organising		5
3	Analysis and Innovation		5
4	Knowledge and Information Management		5
5	Communication		5
6	Resulting and Quality Focus		5
TOTAL			100
(NB: the sum total of weighted Leading and Core Competencies must always be equals to 100)			

## 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 CCRs**

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each CCR.
- (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.



- (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CCR score.

### 6.5.3 Overall rating

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

- 6.6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and CCRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of 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	Performance significantly above expectations	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	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 PA and Performance Plan.					



Level	Terminology	Description	Rating				
			1	2	3	4	5
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the 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.					
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 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.					

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

- 6.7.1 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
- 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.

6.8 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 -

- 6.8.1 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; and
- 6.8.4 Municipal manager from another municipality.

6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of 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:

First quarter	:	July – September 2020 on 9 October 2020
Second quarter	:	October – December 2020 on 8 January 2021
Third quarter	:	January – March 2021 on 9 April 2021
Fourth quarter	:	April – June 2021 on 9 July 2021

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

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.

7.5 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.

## 8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps will be developed after the first quarter review.

## 9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall –

- 9.1.1 create an enabling environment to facilitate effective performance by the employee;
- 9.1.2 provide access to skills development and capacity building opportunities;
- 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**;
- 9.1.4 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

- 9.1.5 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.

## 10. CONSULTATION

- 10.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others –
- 10.1.1 a direct effect on the performance of any of the **Employee's** functions;
  - 10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
  - 10.1.3 a substantial financial effect on the **Employer**.
- 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% and 14% of all-inclusive annual remuneration package may be paid to the employee in recognition of outstanding performance to be constituted as follows:

11.2.1 The performance bonus payment shall be categorised in two bands with some ranges per band. The first performance bonus (cash rewards) payment band ranges between 5% and 9% of the all-inclusive remuneration package, as follows:

- (i) A score of 130% -138% to qualify for 5% bonus;
- (ii) A score of above 138%-148% to qualify for 7% bonus;
- (iii) A score of above 148%-149% to qualify for 9%.

11.2.2 The second performance bonus (cash rewards) payment band ranges between 10% and 14% of the all-inclusive remuneration package, as follows:

- (i) A score of 150% - 155% to qualify for 10% bonus;
- (ii) A score of above 155% - 160% to qualify for 13% bonus;
- (iii) A score of above 160% to qualify for 14% bonus.

11.3 The performance achievement ranging between 100% and 129% shall be regarded as performance that 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. This will imply that 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. **This category of performance shall not be rewarded.**

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

11.4.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

11.4.2 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.
  - 12.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;
- whose decision shall be final and binding on both parties.
- 12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

## 13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

MF  
N.A  
TC  
CP

Thus done and signed at PARYS this 31 day of JULY 2020

**EMPLOYEE:**

Signature: [Signature] Name Print: FLORENCE MOKGOMA

**WITNESSES**

1. Signature: [Signature] Name Print: TEBOHO MONEI

2. Signature: [Signature] Name Print: ANNA MAROHA

**FOR AND ON BEHALF OF NGWATHE LOCAL MUNICIPALITY**

Signature: [Signature] Name Print: BRUCE W KANNENMEYER

**WITNESSES**

1. Signature: [Signature] Name Print: W. H. M. K.

2. Signature: [Signature] Name Print: PUSELEISO NDHLOVU

**PERFORMANCE PLAN**

**FOR**

**DIRECTOR CORPORATE SERVICES**

*BAL*



## **1. Purpose**

The performance plan defines the Council's expectations of the Director's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

## **2. Key responsibilities**

The following objects of local government will inform the Director's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

## **3. Key Performance Areas**

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

- 3.1 Municipal Transformation and Organisational Development.
- 3.2 Basic Service Delivery
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

IDP / Ref No	KPA Key Focus Area	Indicator (Activity/Project/ Key actions)	Unit of Measure	Baseline / Actual 2019/20	Annual Target 2020/21	ANNUAL PERFORMANCE TARGETS				POE	Weighting
						Quarter 1	Quarter 2	Quarter 3	Quarter 4		
FOR THE PERIOD 1 JULY 2020 – 30 JUNE 2021											
41	Good Governance	Council effective functioning measured by the annual number of ordinary scheduled council meetings held.	Number of ordinary scheduled council meetings held per annum	4	10	2,5	2,5	2,5	2,5	Council Agenda and/or Minutes of Council	
42	Institutional Developme nt & Building Capacity	Initiate an Organisation Structure review for consideration by Council aligned with Objectives and IDP	Reviewed Organisational Structure	0	1	-	-	-	1	Report on Reviewed Organisatio nal Structure	
43	Institutional Developme nt & Building Capacity	Review policies and by- laws	100% of policies and by-laws reviewed by 30 June 2021	100%	100%	25%	25%	25%	25%	Report on policies reviewed	
44	Good Governance	Participation in formal District and Provincial meetings	100% of attendance of formal District and Provincial meetings by 30 June 2021	100%	100%	25%	25%	25%	25%	Attendance registers	

IDP / Ref No	KPA Key Focus Area	Indicator (Activity/Project/ Key actions)	Unit of Measure	Baseline / Actual 2019/20	Annual Target 2020/21	ANNUAL PERFORMANCE TARGETS				POE	Weighting
						Quarter 1	Quarter 2	Quarter 3	Quarter 4		
45	Institutional Development Building Capacity	Number of people from EE target groups employed in three highest levels of management in municipality's approved EE Plan	Report on number of people from employment equity groups employed in three highest levels of management submitted to Municipal Manager 30 June 2021	1	1	-	-	-	1	Report to Council on EE Plan	
46	Municipal Transformation and Organisational Development	Spent Training budget to develop skills of staff	85% of training budget spent by 30 June 2021	85%	90%	20%	20%	20%	30%	Report on development and training of staff	
47	Institutional Development Building Capacity	Draft and submit to Council a Scarce Skills Policy	Scarce Skills policy submitted to council for approval by 30 June 2021	1	1	-	-	-	1	Report of Submission to Council	

IDP / Ref No	KPA Key Focus Area	Indicator (Activity/Project/ Key actions)	Unit of Measure	Baseline / Actual 2019/20	Annual Target 2020/21	ANNUAL PERFORMANCE TARGETS				POE	Weighting
						Quarter 1	Quarter 2	Quarter 3	Quarter 4		
48	Institutional Development & Building Capacity	% of municipality budget actually spent on implementation of WSP The percentage of a municipality's personnel budget, 1% (R250M) actually spent on implementing its workplace skills plan by 30 June 2021.	1 % of personal budget municipality spent on implementation of WSP  % of municipality's personnel budget actually spent on implementing its workplace skills plan as at 30 June 2021	1%	1 %	0,2 %	0,2 %	0,2 %	0,2 %	Report to Council on WSP	
49	Institutional Development & Building Capacity	Develop a policy of time and attendance and a System and Procedures/Mechanisms to manage Time and Attendance of all Employees	A policy and a system developed of Time and Attendance	1	1	-	-	1	1	Report on time and Attendance policy and system	
50	Institutional Development & Building Capacity	Directorates to Report monthly for a compilation of Council Report on the filling of Organisation-wide vacancies	Monthly report of Organisation-wide vacancies status	12	12	3	3	3	3	Council Report on the status Of vacancies in the institution	



IDP / Ref No	KPA Key Focus Area	Indicator (Activity/Project/ Key actions)	Unit of Measure	Baseline / Actual 2019/20	Annual Target 2020/21	ANNUAL PERFORMANCE TARGETS				POE	Weighting
						Quarter 1	Quarter 2	Quarter 3	Quarter 4		
51	Institutional Development & Building Capacity	Develop and submit department Standard Operating Procedures to Management for approval by 30 November 2020.	Develop and submit department Standard Operating Procedures to Municipal Manager for approval by 30 December 2020	5	5	2	1	1	1	Minutes of Management meetings	
52	Institutional Development & Building Capacity	Develop by all Directorates and present Standard Operating Procedure Register to the MM approval 30 April 2021	Organisational Register of Standard Operating Procedures	1	1	1	1	1	1	Council Minutes on the register developed.	

Key Performance Areas (80% of Total )	Weighting
KPA 1: Municipal Transformation and Organizational Development	30
KPA 2: Basic Service Delivery	25
KPA 3: Local Economic Development (LED).	10
KPA 4: Municipal Financial Viability and Management.	10
KPA 5: Good Governance and Public Participation.	25
<b>Total</b>	<b>100%</b>

# PERFORMANCE PLAN FOR DIRECTOR CORPORATE SERVICES FOR THE PERIOD: 2020 TO 2021

Signed and accepted by Employee: \_\_\_\_\_

  
MF MOKGOBU

Date: 14/08/2020

Signed by the Municipal Manager on behalf of the Municipality: \_\_\_\_\_

  
BW KANNEMEYER

Date: 14/08/2020

## ANNEXURE D

2020/21

Skills Performance Gap	Outcomes Expected	Suggested Training And / Or Development Activity	Suggested Mode Of Delivery	Suggested Time-frames	Work Opportunity Created To Practice Skills/Developed Area	Support Person
1. Strategy Development and Implementation	Take appropriate risks to achieve goals	Executive Leadership Development Course	Class	12 Months	Executive Responsibilities	Municipal Manager
2 Monitoring and Evaluation of Performance	To Focus the institutions on action plan to achieve high impact	Executive Leadership Development Course	Virtual Class	24 Months	Executive Responsibility	Municipal Manager
3, management	Able to management financial resources effectively	Executive Leadership Development Course	Class	12 Months	Executive Responsibility	Municipal manager

SIGNED AND ACCEPTED BY EMPLOYEE



DATE: 04/08/2020

SIGNED BY MUNICIPAL MANAGER ON BEHALF OF MUNICIPALITY



DATE: 14/08/2020.



CONFIDENTIAL

ANNEXURE C

FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) MOKGOBU M.F. of  
22 TURNLANE, RIVERSPRAY ESTATE, HENDRICK VAN EK  
BOULEVARD, VANDERBIJLPARK 1911 (Postal address) and

AS ABOVE (Residential address)

employed as NSWATHE LOCAL MUNICIPALITY, PARYS  
DIRECTOR CORPORATE SERVICE

Municipality 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 interest	Nature	Nominal value	Name of Company or entity
N/A	N/A	N/A	N/A

2. Directorships and Partnerships

See information sheet: Note (2)

Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or Income
NONE	NONE	NONE

3. Remunerated work outside the Municipality (As sanctioned by Council)

See information sheet: Note (3)

Name of Employer	Type of work	Amount of Remuneration or Income
N/A	N/A	N/A

Council sanction confirmed:

Signature of Mayor: NA. Date: \_\_\_\_\_

MF.

CONFIDENTIAL

4. Consultancies and retainerships

See information sheet: Note (4)

Name of client	Nature	Type of business activity	Value of benefits received
NONE	NONE	NONE	NONE

5. Sponsorships

See information sheet: Note (5)

Source of sponsorship	Description of sponsorship	Value of sponsorship
NONE	NONE	NONE

6. Gifts and hospitality from a source other than a family member

See information sheet: Note (6)

Description	Value	Source
NONE	NONE	NONE

7. Land and property

See information sheet: Note (7)

Description	Extent	Area Value
NONE	NONE	NONE

  
\_\_\_\_\_

SIGNATURE OF EMPLOYEE

DATE: 14 AUGUST 2020

PLACE: PARYS

MP

CONFIDENTIAL

OATH/AFFIRMATION

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:

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

Answer YES

(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer NO

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

Answer YES

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.

[Signature]

Commissioner of Oath /Justice of the Peace

Full first names and surname: Harold Dean (Block letters)

Designation (rank): Officer Ex Officio Republic of South Africa

Street address of institution: 22 Bee St SASS  
PACIS

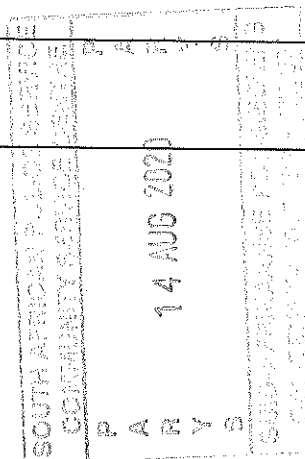
Date: 2020-08-10

Place: PACIS

[Signature]

CONTENTS NOTED: ~~MAYOR~~ MUNICIPAL MANAGER

DATE: 14/08/2020



M.F.

## INFORMATION SHEET FOR THE GENERIC FINANCIAL DISCLOSURE FORM

The following notes is a guide to assist with completing the Financial Disclosure Form (Annexure A):

### **NOTE 1: Shares and other financial interests**

Designated employees are required to disclose the following details with regard to shares and other financial interests held in any private or public company or any other corporate entity recognised by law:

- The number, nature and nominal value of shares of any type;
- The nature and value of any other financial interests held in any private or public company or any other corporate entity; and
- The name of that entity.

### **NOTE 2: Directorships and partnerships**

Designated employees are required to disclose the following details with regard to directorships and partnerships:

- The name and type of business activity of the corporate entity or partnership/s; and
- The amount of any remuneration received for such directorship or partnership/s.

Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.

Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

### **NOTE 3: Remunerated work outside the Municipality (As sanctioned by Council)**

Designated employees are required to disclose the following details with regard to remunerated work outside the public service:

- The type of work;
- The name and type of business activity of the employer; and
- The amount of the remuneration received for such work.

Remuneration means the receipt of benefits in cash or kind, and work means rendering a service for which the person receives remuneration.

MF

**NOTE 4: Consultancies and retainerships**

Designated employees are required to disclose the following details with regard to consultancies and retainerships:

- The nature of the consultancy or retainership of any kind;
- The name and type of business activity, of the client concerned; and
- The value of any benefits received for such consultancy or retainerships.

**NOTE 5: Sponsorships**

Designated employees are required to disclose the following details with regard to sponsorships:

- The source of the sponsorship;
- The description of the sponsorship; and
- The value of the sponsorship.

**NOTE 6: Gifts and hospitality from a source other than a family member**

Designated employees are required to disclose the following details with regard to gifts and hospitality:

- A description and the value and source of a gift with a value in excess of R350.00;
- A description and the value of gifts from a single source which cumulatively exceed the value of R350.00 in the relevant 12 month period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantages that they received from any source e.g. any discount prices or rates that are not available to the general public. All personal gifts within the family and hospitality of a traditional or cultural nature need not be disclosed.

**NOTE 7: Land and Property**

Designated employees are required to disclose the following details with regard to their ownership and other interests in land and property (residential or otherwise both inside and outside the Republic):

- A description of the land or property;
- The extent of the land or property;
- The area in which it is situated; and
- The value of the interest.

## 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—

- (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.

## **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

M.F.



(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 sub-item (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.

## **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.

Agreed upon

Signature:



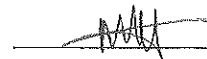
Supervisor:

BRUCE W KANNEMEYER.

Date:

14/08/2020

Signature:



Incumbent:

M F MOKGOLU

Date:

14 August 2020