

ACTING CHIEF FINANCIAL OFFICER

<b>NAME:</b>	WS MPANZA	<b>LINE MANAGER:</b>	GN MAVUNDLA
<b>EMPLOYEE NO.</b>		<b>JOB TITLE:</b>	ACTING MUNICIPAL MANAGER
<b>JOB TITLE:</b>	ACTING CHIEF FINANCIAL OFFICER	<b>BUSINESS UNIT/SITE:</b>	EXECUTIVE
<b>DIVISION / BUSINESS UNIT:</b>	BUDGET AND TREASURY OFFICE	<b>PERIOD:</b>	01 JULY 2022 – 30 JUNE 2023
<b>SITE:</b>	34 VOOR STREET, MAIN OFFICE	<b>REVIEW DATE:</b>	10 OCTOBER 2022
<b>RATING SCALE:</b>	1 = Not meeting the standards 2 = Meet some of the standards 3 = Meet all the standards 4 = Meet all & exceed some standards 5 = Meet & exceed all standards		

**Key Performance Area's (KPA's)**

**Weight =100%**

**Leading and Core Competencies**

**Weight = 100%**

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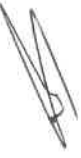
No	Weight (%)	Strategic Objective	Baseline	Key Performance Indicator	Target	Actual	Target Date	Method of Verification
<b>KEY PERFORMANCE AREA (KPA): MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT</b>								
1.								
1.1	5	Ensure sustainable working environment	4	No of the performance management reports prepared and submitted to the Municipal Manager	2		10 October 2022 10 January 2023 10 April 2023 10 July 2023	POE Files
1.2	3	Ensure sustainable working environment	4	No of Portfolio Committee attended	3		Monthly	Attendance Registers
1.3	4	Ensure participative, transparent and accountable governance	3	No of Audit Committee Meetings attended	1 (Quarterly)		30 June 2023	Attendance Registers
1.4	3	Ensure sustainable working environment	4	No of MANCO attended	3 (Monthly)		30 June 2023	Attendance Registers

1.5	3	b	Ensure a participative, transparent and accountable governance	No of Council Meetings attended	4 (Quarterly)	30 June 2023	Attendance Registers
1.6	2	3	Ensure a participative, transparent and accountable governance	No of Risk Management Meetings attended	4 quarterly	30 June 2023 One per quarter	Attendance Registers
<b>MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT</b>							
							<b>TOTAL SCORE/ 20</b>

No	Weight (%)	Strategic Objective	Baseline	Key Performance Indicator	Target	Actual	Target Date	Method of Verification
<b>KEY PERFORMANCE AREA (KPA): MUNICIPAL VIABILITY AND FINANCIAL MANAGEMENT</b>								
2.	5	Ensure a financially viable and sustainable municipality	Twelve section 71 reports prepared and submitted to Mayor and PT	No of section 71 reports prepared and submitted to Mayor and PT	12		Monthly (10 working days after every month) Quarterly:(2) 31 March 2023 30 June 2023 Bi-Annually:(2) 30 June 2023	Proof of Submission to Mayor and PT



No	Weight (%)	Strategic Objective	Baseline	Key Performance Indicator	Target	Actual	Target Date	Method of Verification
2.2	5	Ensure a financially viable and sustainable municipality	One section 72 report	No of section 72 reports prepared and submitted to Council and PT	1		Third Quarter	Actual report Council Resolution
2.3	5	Ensure a financially viable and sustainable municipality	4 reports	No of section 52 reports prepared and submitted to council	1 per quarter		Quarterly	Actual report Proof of submission to Mayor & PT,NT
2.4	3	Ensure a financially viable and sustainable municipality	12	No of VAT returns submitted to SARS	3 per quarter		1-Monthly	VAT 201 Statement
2.5	4	Ensure a financially viable and sustainable municipality	12	No of monthly updates of investment register	3 per quarter		1-Monthly	Signed Investment Register



No	Weight (%)	Strategic Objective	Baseline	Key Performance Indicator	Target	Actual	Target Date	Method of Verification
2.6	3	Ensure a financially viable and sustainable municipality	Twelve monthly Supply Chain Reports	No of Supply Chain Management reports to Mayor and PT	3 per quarter		Ten working days after the end of each month	Proof of submission to COGTA, Mayor &AG Supply Chain Management Reports
2.7	5	Ensure a financially viable and sustainable municipality	2021/22 Procurement	Updated Procurement plan 2022/23	1		30 September 2022	Actual Procurement plan Reports Proof of submission to PT
2.8	5	Ensure a financially viable and sustainable municipality	2020/21 annual financial statements	No of annual financial statements 2021/22	1		31 August 2022	Acknowledgement of receipt from Auditor General
2.9	5	Ensure a financially viable and sustainable municipality	2021/22 adjustment Budget	No of adjustment Budget for 2022/23 prepared to be tabled at Council and submitted to PT	1		February 2022	Actual Report Council Resolution



No	Weight (%)	Strategic Objective	Baseline	Key Performance Indicator	Target	Actual	Target Date	Method of Verification
2.10	3	Ensure a financially viable and sustainable municipality	2022/23 Draft Budget	No of 2023/24 draft Budget prepared to be tabled at Council and submitted to PT	1		31 March 2023	Actual Report Council Resolution
2.11	5	Ensure a financially viable and sustainable municipality	2022/23 Budget	No of 2023/24 Final Budget prepared and adopted by Council and submitted to PT	1		31 May 2023	Council resolution Extract of budget
2.12	4	Ensure a financially viable and sustainable municipality	2021/22 Financial statement year end action plan	No action plans prepared for Annual Financial Statements and submitted to Municipal Manager	1- Interims 2- Annual		30 June 2023	Financial Statements
2.13	3	Ensure a financially viable and sustainable municipality	None	No of indigent household receiving free basic electricity	67		30 June 2023	Accumulated Indigent Subsidies Report
2.14	3	Ensure a financially viable and sustainable municipality	New Indicator	Percentage of bids awarded within 90 days	100%		30 June 2023	-Tender Register Listing -Appointment letters

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No	Weight (%)	Strategic Objective	Baseline	Key Performance Indicator	Target	Actual	Target Date	Method of Verification
2.15	2	Ensure a financially viable and sustainable municipality	Twelve monthly updates	No of updates on assets register	3 per quarter		1-Monthly	Signed reconciliation asset
2.16	2	Ensure a financially viable and sustainable municipality	Twelve monthly update	No of bank per quarter reconciliation	3 per quarter		1-Monthly	Signed Copy
2.17	2	Ensure a financially viable and sustainable municipality	Twelve monthly update	No of Assets reconciliation	3 per quarter		1-Monthly	Signed Copy
2.18	2	Ensure a financially viable and sustainable municipality	Twelve monthly update	No of grant reconciliation	3 per quarter		1-Monthly	Signed Copy
2.19	2	Ensure a financially viable and sustainable municipality	Twelve monthly update	No of credit reconciliation	3 per quarter		1-Monthly	Signed Copy
2.20	2	Ensure a financially viable and sustainable municipality	Twelve monthly update	No of debtors reconciliation	3 per quarter		1-Monthly	Signed Copy

No	Weight (%)	Strategic Objective	Baseline	Key Performance Indicator	Target	Actual	Target Date	Method of Verification
2.22	2	Ensure a financially viable and sustainable municipality	Twelve monthly update	No of valuation roll reconciliation	3 per quarter		1-Monthly	Signed Copy
2.23	2	Ensure a financially viable and sustainable municipality	Twelve Billing reconciliations	No of monthly billing reconciliations performed	3 per quarter		1-Monthly	Signed Copy
<b>MUNICIPAL VIABILITY &amp; FINANCIAL MANAGEMENT</b>								
								<b>TOTAL SCORE/ 60</b>





## COMPETENCY FRAMEWORK

Leadership and Core Competencies

Weight = 100%

Weight (%)	LEADING COMPETENCIES (70%)		Progress on date of review	Score
15	<ul style="list-style-type: none"> <li>Strategic Direction and Leadership</li> </ul>	<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>		
5	<ul style="list-style-type: none"> <li>People Management</li> </ul>	<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>		
5	<ul style="list-style-type: none"> <li>Programme and Project Management</li> </ul>	<ul style="list-style-type: none"> <li>Programme and Project Planning and Implementation</li> <li>Service Delivery Management</li> <li>Programme and Project Monitoring and Evaluation</li> </ul>		
25	<ul style="list-style-type: none"> <li>Financial Management</li> </ul>	<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	<ul style="list-style-type: none"> <li>Change Leadership</li> </ul>	<ul style="list-style-type: none"> <li>Change Vision and Strategy</li> <li>Process Design and Improvement</li> <li>Change Impact Monitoring and Evaluation</li> </ul>		
15	<ul style="list-style-type: none"> <li>Governance Leadership</li> </ul>	<ul style="list-style-type: none"> <li>Policy Formulation</li> <li>Risk and Compliance Management</li> <li>Cooperative Governance</li> </ul>		

Weight (%)	LEADING COMPETENCIES (70%)	Progress on date of review	Score
	<b>LEADING COMPETENCIES FINAL SCORE</b>		<b>170</b>

Weight (%)	CORE COMPETENCIES (30%)		Progress on date of review	Score
5	<ul style="list-style-type: none"> <li>Moral Competency</li> </ul>	<ul style="list-style-type: none"> <li>Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competency.</li> </ul>		
5	<ul style="list-style-type: none"> <li>Planning and Organising</li> </ul>	<ul style="list-style-type: none"> <li>Able to plan, prioritize and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manager risk.</li> </ul>		
5	<ul style="list-style-type: none"> <li>Analysis and Innovation</li> </ul>	<ul style="list-style-type: none"> <li>Able to critically analyse information, challenges and trends to establish and implement fact based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives</li> </ul>		
5	<ul style="list-style-type: none"> <li>Knowledge and Information Management</li> </ul>	<ul style="list-style-type: none"> <li>Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government</li> </ul>		
5	<ul style="list-style-type: none"> <li>Communication</li> </ul>	<ul style="list-style-type: none"> <li>Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.</li> </ul>		

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Weight (%)	CORE COMPETENCIES (30%)		Progress on date of review	Score
5	Results and Quality Focus	<ul style="list-style-type: none"> <li>Able to maintain high quality standards, focused on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.</li> </ul>		
<b>CORE COMPETENCIES FINAL SCORE</b>				<b>/30</b>

The assessment of the Manager on the performance of the competencies will be based on the following rating scale:

Achievement Levels	Description	Scoring
Basic	Applies basic concepts, methods and understanding of local government operations, but requires supervision and development intervention	1 -2
Competent	Develops and applies more progressive concepts, methods and understanding, plans and guides the work of others and executes progressive analysis	3
Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in depth analyses	4

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Thus done and signed at eMadlangeni Local Municipality on this the 14 day of July 2022.

**AS WITNESSES:**

1. 

2. \_\_\_\_\_  




**ACTING CHIEF FINANCIAL OFFICER**

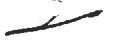
**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_



**ACTING MUNICIPAL MANAGER**





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

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

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
Enthialem legacy	Property management	R100 000 pA

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

Name of Employer	Type of work	Amount of remuneration/ Income

5. Consistencies, Relationships and Relationships

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

Signature by Mayor or Designate: \_\_\_\_\_  
 Council: \_\_\_\_\_  
 Date: \_\_\_\_\_

CONFIDENTIAL

I, the undersigned (Surname and initials) Mr M2 U.S  
 (Postal Address) P.O. Box 15212 - Emphakeng 3880  
 (Residential Address) 61 Louis Botha Avenue - Emphakeng - 3880  
 (Position Held) Acting Chief Financial Officer  
 (Name of Municipality) Emphakeng Local Municipality  
 Tel: 034 331 3041 Fax: 034 351 4312  
 hereby certify that the following information is complete and correct to the best of my knowledge:

ANNEXURE F DISCLOSURE FORM FOR BENEFITS AND INTERESTS

M. Z. W.



DATE: 25/07/2012  
 PLACE: Ermalangen  
 SIGNATURE OF SENIOR MANAGER

8. Land and Property	
Description	Extent
House	
House	
Value	Area

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

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

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**ACTING CHIEF FINANCIAL OFFICER**

Hereinafter referred as the

ID No 810603 5508 081

**Mr Welcome Sakhile Mpanza**

and

Herein represented by Mrs Grace Nontuthuzelo Mavundla in her capacity as  
**ACTING MUNICIPAL MANAGER**

**EMADLANGENI MUNICIPALITY**

Made and entered into by and between

**PERFORMANCE AGREEMENT**

**2022/2023**



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Annexure A – Performance Plan  
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Annexure C – Disclosure Form  
Annexure D – Code of Conduct

  
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**PERFORMANCE AGREEMENT**

**ENTERED INTO AND BETWEEN:**

The Municipality of eMadlangeni herein represented by Mrs Grace Nontuthuzelo Mavundla in her capacity as the Acting Municipal Manager hereinafter referred to as the Employer and Mr Welcome Sakhile Mpanza employee of the Municipality of eMadlangeni.

**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 System Act"). The Employer and the Employee are hereinafter referred to as "the Parties".

1.2 Section 57(1) (b) of the Municipal Systems Act, read with the Contract of Employment concluded between 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 Municipal 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), 4 (A), (4B) and (5) of the Municipal Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;

- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;

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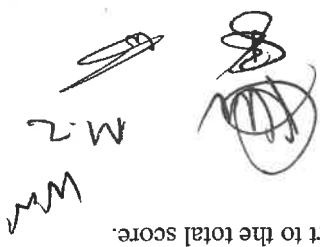
- 4.1 The Performance Plan (Annexure A) sets out-
  - 4.1.1 The performance objectives and targets that must be met by the Employee; and
  - 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the

#### 4. PERFORMANCE OBJECTIVES

- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.1 This Agreement will commence on the 01 July 2022 and will remain in force until 30 June 2023 where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.

#### 3. COMMENCEMENT AND DURATION

- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and /or to assess whether the Employee has met the performance expectations applicable to his job;

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- 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score. respectively.
- 6.2.1 The Employee must be assessed against both components, with a **weighting of 80:20** allocated to the Key Performance Areas (KPA's) and the Core Managerial Competencies (CMC's)
- 6.2 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.
- 6.1 The Employee undertakes to actively focus towards the promotion and implementation of KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.

**DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS**

**6 THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND**

- 5.3 The Employer will consult the Employee about the specific performance standard that will be included in the Performance Management System as applicable to the Employee.
- 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.
- 5.1 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 PERFORMANCE MANAGEMENT SYSTEM**

- 4.4 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**.
- 4.3 The key objectives describe the main tasks that need to be done. The **key performance indicators** provide the details of the evidence that must be provided to show that a key objective has been achieved. The **target dates** describe the timeframe in which the work must be achieved. The **weightings** show the relative importance of the key objectives to each other.
- Employer, and shall include **key objectives; key performance indicators; target dates and weighting.**

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COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES		
WEIGHT %	✓	
15%	✓	1. Strategic Direction and Leadership
5%	✓	2. People Management
5%	✓	3. Program and Project Management
25%	✓	4. Financial Management
5%	✓	5. Change Leadership
15%	✓	6. Governance Leadership
CORE COMPETENCIES		
5%	✓	7. Moral Competence
5%	✓	8. Planning and Organising
5%	✓	9. Analysis and Innovation
5%	✓	10. Knowledge and Information Management
5%	✓	11. Communication
5%	✓	12. Results and Quality Focus
100%		TOTAL

6.4 The CMCs will make the other 20% of the Employee's assessment score. CMC's 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:

KEY PERFORMANCE AREAS (KPA'S)	
WEIGHTING	Total
0%	Good Governance and Public Participation
0%	Basic Service Delivery
0%	Local Economic Development (LED)
40%	Municipal Institutional Development and Transformation
60%	Municipal Financial Viability and Management
0%	Cross Cutting
100%	Total

6.2.3 KPAs covering the main areas of work will account for 80% and CMC's will account for 20% of the final assessment.

6.3 The Employee's assessment will be based on his 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.

## 7. EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) to this Agreement sets out-
- 7.1.1 The standards and procedures for evaluating Employee's performance; and
- 7.1.2 The intervals for the evaluation of the Employee's performance.
- 7.2 Despite the establishment of intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 7.3 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.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve:
- 7.5.1 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.
- 7.5.2 Assessment of the CMC's
- (a) Each CMC 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 CMC.
- (c) The applicable assessment rating calculator (refer to Paragraph 6.5.1) must then be used to add the scores and calculate a final CMC score.
- 7.5.3 Overall Rating
- An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcomes of the performance appraisal.

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7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's, CMC's and COC's:

LEVEL	TERMINOLOGY	DESCRIPTION	RATING
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicate that the employee has achieved above fully effective results against all performance criteria and indicators as specified in the Performance Agreement 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 Performance Agreement and Performance Plan.	
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicate 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 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 Performance Agreement 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.	

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- 8.1 The performance of each Employee in relation to his 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 (year)	10 October 22
Second Quarter	: October–December (year)	10 January 2023
Third quarter	: January – March (year)	10 April 2023
Fourth quarter	: April – June (year)	10 July 2023
- 8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 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.
- 8.5 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. SCHEDULE FOR PERFORMANCE REVIEWS**

- 7.7 For purpose of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established-
  - 7.7.1 Municipal Manager
  - 7.7.2 Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
  - 7.7.3 Member of the Mayoral or Executive Committee or in respect of plenary type municipality, another member of Council; and
  - 7.7.4 Municipal manager from another municipality



**9. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing development gaps is attached as Annexure A.

**10. OBLIGATIONS OF THE EMPLOYER**

10.1 The Employer shall:

- 10.1.1 Create an enabling environment to facilitate effective performance by the Employee;
- 10.1.2 Provide access to skills development and capacity building opportunities;
- 10.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.1.4 On the request of the Employee delegates such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and
- 10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement.

**11. CONSULTATION**

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others-

- 6.1.1 A direct effect on the performance of any of the Employee's functions;
- 6.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.4 A substantial financial effect on the Employer.

11.2 The employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

M.2  
M.2

## 12. MANAGEMENT OF EVALUATION OUTCOMES

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

12.2 A performance bonus of 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of least twelve months (12) service at current remuneration package 30 June (end of financial year) subject to a fully effective assessment.

12.4 In the case of unacceptable performance, the Employer shall-

12.4.1 Provide systematic remedial of development support to assist the Employee to improve his or her performance; and

12.4.2 After appropriate performance and 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 duties.

## 13 DISPUTE RESOLUTION

13.1 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 -

13.1.1 The MEC for Local Government and the Province within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2 Any other person appointed by the MEC;

13.1.3 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

M.2  
N.2  


**14. GENERAL**

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be available to the public by the Employer.

14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

Thus done and signed at Utrecht on this the 14<sup>th</sup> day of July 2022.

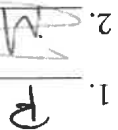
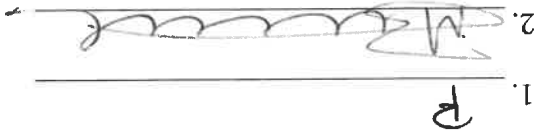
AS WITNESSES:

1.   
2. 

**MRS GRACE NONTUTHUZELO MAVUNDLA**  
**ACTING MUNICIPAL MANAGER**



AS WITNESSES:

1.   
2. 

**MR WELCOME SAKHILE MPANZA**  
**CHIEF FINANCIAL OFFICER**







**PERSONAL DEVELOPMENT PLAN**

Entered into by and between

**EMADLANGENI LOCAL MUNICIPALITY**

**REPRESENTED BY THE ACTING MUNICIPAL**

**MANAGER,**

**Mrs Grace Nontuthuzelo Mavundla**

the Employer

and

**ACTING CHIEF FINANCIAL OFFICER**

**Mr Welcome Sakhile Mpanza**

the Employee



M.2

**CURRENT QUALIFICATIONS, SKILLS AND COMPETENCIES:**

- (i) MATRICULATION
- (ii) Diploma Cost & Management Accounting
- (iii) Certificate Programme in Leadership Development
- (iv) Certificate in Local Government Finance Management



**ANNUAL PERSONAL DEVELOPMENT PLAN FOR 01 JULY 2022 TO 30 JUNE 2023**

**PERFORMANCE REVIEW FOR PERFORMANCE DEVELOPMENT PLAN**

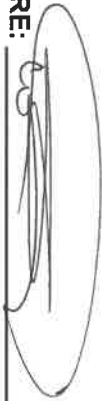
AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE	PROGRESS	BARRIERS

**AGREEMENT TO PERSONAL DEVELOPMENT PLAN**



M.  
2.12

I agree with the objectives as set out in the above Performance and Development Plan and undertake to achieve the objectives as agreed on.

SIGNATURE: 



(Name of Senior Manager: Welcome Sakile Mpanza)

I undertake to support N.S Mpanza with the achievement of the above Performance and Development Plan

SIGNATURE: 

Name of Acting Municipal Manager: GN Mpanza

Date: 28/07/22

  
 M:W  


eaches 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.

**4. Breaches of Code**

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.

**3. Reporting duty of staff members**

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

**2. Sexual harassment**

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.

**1. Participation in elections**

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.

**0. Payment of arrears**

staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.

**Council property**

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).  
 c. disclosing any privileged or confidential information; or  
 d. doing or not doing anything within that staff member's powers or duties

**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).  
 3. A staff member of a municipality may not attempt to influence the council of the municipality, or a structure or functionary of the council, or a council or, with a view to obtaining any appointment, promotion, privilege, advantage or benefit for a family member, friend or associate;  
 c. be involved in a business venture with a councillor without the prior written consent of the council, in its consideration of any matter; or  
 d. be involved in a business venture with a councillor without the prior written consent of the council, in its consideration of the municipality.

**Undue influence**

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.

**Unauthorised disclosure of information**

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.

**Disclosure of benefits**

1. A staff member of a 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.  
 2. Except with the prior consent of the council of a municipality a staff member of the 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.

**Personal gain**

1. A staff member of a municipality may not:  
 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 to 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.

**Commitment to serving the public interest**

staff member of a municipality is a public servant in a developmental local system, and must accordingly:  
 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. promote and seek to implement the basic values and principles of public administration described in section 50 are promoted;  
 d. act in such a way that the spirit, purpose and objects of section 50 are promoted;  
 e. 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  
 f. act impartially and treat all people, including other staff members, equally without favour or prejudice.

**General conduct**

staff member of a municipality must at all times-

**Definitions**

**chedule 2: Code of conduct for municipal staff members**

1 This Schedule "partner" means a person who permanently lives with another person in a manner as if married.