



## EMADLANGENI LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

FOR

**MR. SIMPHIWE MUZI NKWANYANA**

**DIRECTOR: MUNICIPAL PLANNING & TECHNICAL SERVICES**

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**PERFORMANCE AGREEMENT  
2025/2026 FINANCIAL YEAR**

Made and entered into by and between  
**EMADLANGENI LOCAL MUNICIPALITY**

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

**(Municipal Manager)**

and

**Mr. Simphiwe Muzi Nkwanyana**

(ID N

Herein after referred as the

**(DIRECTOR: MUNICIPAL PLANNING & TECHNICAL SERVICES)**

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**ANNEXURE A – PERFORMANCE PLAN**

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## PERFORMANCE AGREEMENT

### ENTERED INTO AND BETWEEN:

The Municipality of **EMADLANGENI** herein represented by

GRACE N MAMUNDA (full name) in her capacity as **Municipal Manager**  
hereinafter referred to as the **Employer** and GRACE N MAMUNDA (full name)  
an **Employee** of the Municipality of **EMADLANGENI**.

### WHEREBY IT IS AGREED UPON 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 Acts 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 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 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 Systems Acts as well as the Contract of Employment entered 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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- 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;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

### 3. COMMENCEMENT AND DURATION

- 3.1 This agreement will commence on **01 July 2025** and will remain in force until **30 June 2026** whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 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.
- 3.5 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 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 Employer, and shall include key objectives; key performance indicators; target dates and weighting
- 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

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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.

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.

## **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 standard that will be included in the Performance Management System as applicable to the Employee.

## **6. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYEE ADOPTS**

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.

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.

6.2.1 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) respectively.

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

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

6.3 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.

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KEY PERFORMANCE AREAS (KPA's)	WEIGHT
MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT	10%
BASIC SERVICE DELIVERY	45%
LOCAL ECONOMIC & SOCIAL DEVELOPMENT	20%
MUNICIPAL FINANCIAL VIABILITY & MANAGEMENT	0%
GOOD GOVERNANCE & PUBLIC PARTICIPATION	15%
CROSS-CUTTING (SPATIAL, DISASTER & ENVIRONMENTAL)	10%
<b>TOTAL</b>	<b>100%</b>

6.4 The CMCs will make 20% of the Employee's assessment score. CMCs that are deemed to be the most critical for the Employee's specific job should be selected from the list below as agreed to between the Employer and Employee.

CRITICAL LEADING COMPETENCIES		WEIGHT (%)
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>	15%
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%
Programme and Project Management	<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>	10%
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>	15%
Change Leadership	<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>	10%
Governance Leadership	<ul style="list-style-type: none"> <li>▪ Policy Formulation</li> <li>▪ Risk and Compliance Management</li> <li>▪ Cooperative Governance</li> </ul>	10%
CORE COMPETENCIES		WEIGHT (%)
Moral Competency	Able to apply moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competency	5%

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Planning and organizing	Able to plan, prioritize and organise information and resources effectively to ensure the quality-of-service delivery and build efficient contingency plans to manage risks	5%
Analysis and innovation	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.	5%
Knowledge and Information Management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government.	5%
Communication	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.	5%
Results and Quality Focus	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.	5%
<b>TOTAL</b>		<b>100%</b>

## 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 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 action 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.

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(c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CMC's

(a) Each Competency 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 must then be used to add the scores and calculate the 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.

7.6 The assessment of the performance of the Employee will be based on the following rating scale for Key Performance Areas:

LEVEL	TERMINOLOGY	DESCRIPTION
5	<b>OUTSTANDING PERFORMANCE</b>	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	<b>PERFORMANCE SIGNIFICANTLY ABOVE EXPECTATIONS</b>	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	<b>FULLY EFFECTIVE</b>	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	<b>NOT FULLY EFFECTIVE</b>	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	<b>UNACCEPTABLE PERFORMANCE</b>	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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7.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established:

- (a) Municipal Manager
- (b) Chairperson of Audit Committee
- (c) Member of Mayoral Committee
- (d) Mayor/ or Municipal Manager from another municipality

### 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates:

QUARTER	PERIOD	REVIEW DATE
Quarter 1	July – September 2025	31 October 2025
Mid-Year	October – December 2025	05 February 2026
Quarter 3	January – March 2026	30 April 2026
Annual	April – June 2026	05 November 2026

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.

### 9. DEVELOPMENTAL REQUIREMENTS

The Personal Developmental Plan (PDP) for addressing developmental gaps is attached as Annexure B. Such a Plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

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## 10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer shall:
- (i) Create an enabling environment to facilitate effective performance by the Employee;
  - (ii) Provide access to skills development and capacity building opportunities;
  - (iii) Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
  - (iv) 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 term of this Agreement; and
  - (v) 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:
- (i) A direct effect on the performance of any of the Employee's functions
  - (ii) Commit the Employee to implement or to give effect to a decision made by the Employer
  - (iii) 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.

## 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-

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- 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 20 of the Contract of Employment shall apply.

### 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/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

Thus signed at Emellangeni on this 09 day of July 2025.



DIRECTOR: MUNICIPAL PLANNING & TECHNICAL SERVICES

AS WITNESSES

1. 

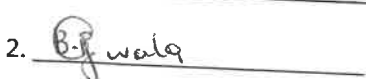
2. 



MUNICIPAL MANAGER

AS WITNESSES

1. 

2. 

PERFORMANCE PLAN: MR SM NKWANYANA – DIRECTOR: MUNICIPAL PLANNING & TECHNICAL SERVICES

Department	Key Performance Area	Indicator Number	Project	Baseline	Performance Indicator	Annual Budget	Annual Target	Quarter 1 (JUL-SEP 2025)		Quarter 2 (OCT-DEC 2025)		Quarter 3 (JAN-MAR 2026)		Quarter 4 (APR-JUN 2026)		
								Target	PoE Required	Target	PoE Required	Target	PoE Required	Target	PoE Required	
MUNICIPAL PLANNING AND TECHNICAL SERVICES	BASIC SERVICE DELIVERY	MPTS 1	Connection of 61 households through rural electrification projects in Chanceni Phase 2, Ward 5, for year ending June 2026	Chanceni Phase 1	Number of households connected through rural electrification at Chanceni Phase 2, Ward 5.	4 900 000	61 connections	Construction	Quarterly Progress Report	Construction	Quarterly Progress Report	Construction	Quarterly Progress Report	Construction	Quarterly Progress Report or Close-out report	
		MPTS 2	Construction of 5 KMs Luthlunye (Ward 1) Gravel Access Road for year ending 30 June 2026	New Indicator	5 KMs construction of Luthlunye (Ward 1) Gravel Access Road	6 764 946.	Completion of 5 KMs	Construction	Quarterly Progress Report	Construction	Quarterly Progress Report	Construction	Quarterly Progress Report	Construction	Certificate of Completion	
		MPTS 2.1	Construction of 2.1 KMs KwaMagadiele (Ward 4) Gravel Access Road for year ending 30 June 2026	New Indicator	2.1 KMs construction of KwaMagadiele (Ward 4) Gravel Access Road	3 699 053, 88	Completion of 2.1 KMs	Appointment of Project contractor and site establishment	Letter of Appointment and Quarterly Progress Report	Construction	Progress Report	Construction	Quarterly Progress Report	Construction	Quarterly Progress Report	Certificate of Completion
		MPTS 3	Rehabilitation of Hugo Street (Ward 2) for the year ending 30 June 2026	New Indicator	0.9 KMs rehabilitation for Hugo Street (Ward 2)	6 181 000	Rehabilitate 0.9 KMs	Appointment of Project contractor and site establishment	Letter of Appointment and Quarterly Progress Report	Construction	Progress Report	Construction	Quarterly Progress Report	Construction	Quarterly Progress Report	Certificate of Completion
		MPTS 4	Length of roads levelled through road maintenance program in the 2025/26 Financial Year	60KM	Maintenance of 60 km of gravel roads in all 6 Wards	400 000	Maintenance of 60 KM in 6 Ward	15 KMs of Road Maintenance	Quarterly Report, Ward councillor's letter & Completion certificate signed by supervisor & HOD	15 KMs of Road Maintenance	Quarterly Report, Ward councillor's letter & Completion certificate signed by supervisor & HOD	15 KMs of Road Maintenance	Quarterly Report, Ward councillor's letter & Completion certificate signed by supervisor & HOD	15 KMs of Road Maintenance	Quarterly Report, Ward councillor's letter & Completion certificate signed by supervisor & HOD	Quarterly Report, Ward councillor's letter & Completion certificate signed by supervisor & HOD
	(SPATIAL PLANNING)	MPTS 5	Reviewing and Adopting the Spatial Development Framework for the year ending 30 June 2026	1	Date of adoption of the Spatial Development Framework (SDF) by Council	Reviewed eMadlangeni Spatial Development Framework	Reviewed	N/A	N/A	N/A	N/A	N/A	N/A	Submission of the Spatial Development Framework to Council for adoption	Council Resolution & Copy of SDF	

Dir. MPTS  
Mr SM Nkwanyana

  
Municipal Manager  
Mrs G.N Mavundla

MPTS	Reviewing and the Spatial Development Plan (SDP) for the year ending 30 June 2026	1	Date of adoption of the Spatial Development Plan (SDP) by Council	Reviewed eMadlangeni Spatial Development Plan	N/A	N/A	N/A	Submission of the Spatial Development Plan to Council for adoption	Council Resolution and Copy of the SDP
MPTS 5.1									
MPTS 6	Reviewing and adoption of the Local Economic Development Strategy for the year ending 30 June 2026	1	Date of adoption of the Local Economic Development Strategy by Council for the year ending 30 June 2026	Reviewed and adopted LED Strategy	N/A	N/A	N/A	Submission of the LED Strategy to Council for adoption	Copy LED Strategy & Council Resolution
MPTS 6.1	120 job opportunities created under Extended Public Works Programme (EPWP) in year ending 30 June 2026	120	Number of job opportunities created under EPWP within the 2025/26 financial year	120	120	Signed EPWP Contracts	120		N/A
MPTS 6.2	Provide 4 Capacity Building Interventions for Entrepreneurs and SMME's for year ending 30 June 2026	4	Number of Capacity Building Interventions for Local Entrepreneurs and SMME's provided within the 2025/26 financial year	4	1	Training Report & Attendance Register	1	1	Training Report & Attendance Register
MPTS 7	Attendance of the Municipal Planning & Technical Services Portfolio Committee Meetings for year ending 30 June 2026	10	Number of Portfolio Committee Meetings held within the 2025/26 financial year	10	3	Notice of Meeting & Attendance Register	2	3	Notice of Meeting & Attendance Register
MPTS 7.1	Attendance of the Management Committee (MANCO) & Top MANCO Meetings for year ending 30 June 2026	12	Number of MANCO & TOP MANCO meetings held within the 2025/26 financial year	12	3	Notice of Meeting & Attendance Register	3	3	Notice of Meeting & Attendance Register
MPTS 7.2	Attendance of the IDP & Budget Steering Committee meetings for year ending 30 June 2026	New Indicator	Number of IDP & Budget Steering Committee meetings held within the 2025/26 financial year	4	1	Notice of Meeting & Attendance Register	1	1	Notice of Meeting & Attendance Register
<b>MUNICIPAL INSTITUTIONAL DEVELOPMENT &amp; TRANSFORMATION</b>									
<b>LOCAL ECONOMIC DEVELOPMENT</b>									



Municipal Manager  
Mrs G.N Mavundla



Dir. MPTS  
Mr SM Nkwanyana

GOOD GOVERNANCE & PUBLIC PARTICIPATION		Attendance of the Audit Committee Meetings for the year ending 30 June 2026	4	Number of Audit Committee meetings held within the 2025/26 financial year	4	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register
<b>MPTS 8</b>	Attendance of the Audit Committee Meetings for the year ending 30 June 2026	4	Number of Audit Committee meetings held within the 2025/26 financial year	4	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	
<b>MPTS 8.1</b>	Attendance of the Executive Committee (EXCO) meetings for the year ending 30 June 2026	4	Number of EXCO meetings held within the 2025/26 financial year	4	1	Attendance Register	1	Attendance Register	1	Attendance Register	
<b>MPTS 8.2</b>	Attendance of the Council meetings for the year ending 30 June 2026	4	Number of Council meetings held within the 2025/26 financial year	4	1	Attendance Register	1	Attendance Register	1	Attendance Register	
<b>MPTS 8.3</b>	Attendance of the Risk Management Committee Meetings for the year ending 30 June 2026	4	Number of Risk Management Committee meetings held within the 2025/26 financial year	4	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	1	Notice of Meeting & Attendance Register	



Dir. MPTS  
Mr SM Nkwayana



Municipal Manager  
Mrs G.N Mavundla



## **ANNEXURE B**

### **PERSONAL DEVELOPMENT PLAN**

Director: Municipal Planning & Technical Services

**PERSONAL DEVELOPMENT PLAN (PDP): MR. S.M. NKWANYANA**

<b>Employee's Name:</b>		<b>Performance Review for PDP</b>			
<b>Areas to be developed</b>	<b>Type of Intervention</b>	<b>Target Date</b>	<b>Progress</b>	<b>Barriers</b>	<b>Actions to Overcome Barriers</b>
		<b>Municipal Manager's Name: Mrs. Grace Nontuthuzelo Mavundla</b>			
<b>Employee's Signature:</b>			<b>Municipal Manager's Signature:</b>		



## DISCLOSURE FORM FOR BENEFITS AND INTERESTS

ANNEXURE F

I, the undersigned (Surname and Initials) Nkwanyana SM  
 (Postal Address) \_\_\_\_\_  
 (Residential Address) \_\_\_\_\_  
 (Position Held) \_\_\_\_\_  
 (Name of Municipality) Emadlangeni  
 Tel: 012 553 5316 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
		N/A	

**2. Interest in a trust**

Name of trust	Amount of Remuneration/ Income
N/A	

**3. Membership, directorships and partnerships**


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

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

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

CONFIDENTIAL

Council

Signature by Mayor or Designate:  \_\_\_\_\_ Date: 09 July 2015

**5. Consultancies, Retainerships and Relationships**

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

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

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

8. Land and Property			
Description	Extent	Area	Value
	N/A		

SIGNATURE OF SENIOR MANAGER \_\_\_\_\_

DATE: 09/07/2025

PLACE: Emadlangeri



## ACKNOWLEDGEMENT OF DOCUMENT

## CODE OF CONDUCT FOR EMPLOYEES

DATE: 09 July 2025

### Schedule 2: Code of conduct for municipal staff members

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### 1. Definitions

### 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. Unduly 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 council or, 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 councilor 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.

## 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.

I, Simphele Muzi Nkwanyana hereby received and understand the Schedule 2 of Municipality Systems Act, Code of Conduct.

  
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SIGNATURE

09/07/2025  
DATE