



PERFORMANCE CONTRACT

2015-2016

THE MUNICIPAL MANAGER



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MANDENI LOCAL MUNICIPALITY

AS REPRESENTED BY THE HONOURABLE MAYOR

CLLR SIPHESIHLE BASIL ZULU

(herein and after referred as Employer)

AND

MUNICIPAL MANAGER

MR. LULAMILE HOUGHTON MAPHOLOBA

(herein and after referred as Employer)

FOR THE

FINANCIAL YEAR: 01 JULY 2015 - 30 JUNE 2016

INITIALS:

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SB



PERFORMANCE AGREEMENT

ENTERED INTO AND BETWEEN:

Mandeni Local Municipality herein represent by **Lulamile Houghton Mapholoba** in his capacity as Municipal Manager (hereinafter referred to as the Employer or Reporting Officer)
and

Mr. Lulamile Houghton Mapholoba of the Mandeni Local 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 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.
- 1.5 In the Agreement the following terms will have the meaning ascribed thereto:
 - 1.5.1 this Agreement- means the performance agreement between the Employer and the Employee and the Annexures thereto;
 - 1.5.2 'the Municipal Manager- means the Municipal Manager of the Municipality appointed in terms of Section 54 (a) of the Local Government: Municipal Systems Act;
 - 1.5.3 the Employee- means the manager appointed in terms of Section 57 of the Systems Act;
 - 1.5.4 the Employer- means Mandeni Municipality; and
 - 1.5.5 the Parties- means the Employer and Employee.

INITIALS:

Lulamile Houghton Mapholoba

SB



6 The Employee agrees to participate in the Performance Management and Development System that the Employer 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 CMC's 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.

KEY PERFORMANCE AREAS (KPA'S) 80%	WEIGHTING%
Basic Service Delivery	20
Municipal Institutional Development and Transformation	20
Local Economic Development (LED)	10
Municipal Financial Viability and Management	10
Good Governance and Public Participation	30
Community and Social Services Development	10
Total	100%

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:

INITIALS:

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CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR*) 20%		
CORE MANAGEMENT CRITERIA (CMC)		WEIGHT %
1. Strategic Capability & Leadership	√	10
2. Programme & Project Management		
3. Financial Management (Compulsory)	√	10
4. Change Management		
5. Knowledge Management		
6. Service Delivery Innovation		
7. Problem Solving & Analysis		
8. People Management & Empowerment (Compulsory)	√	10
9. Client Orientation & Customer Focus (Compulsory)	√	10
10. Communication	√	10
11. Honesty & Integrity		
TOTAL		100%
CORE OCCUPATIONAL COMPETENCY (COC)		WEIGHT
1. Competence in Self Management		
2. Interpretation of and implementation within the legislation and national policy framework	√	10
3. Knowledge of developmental local government		
4. Knowledge of Performance Management & Reporting	√	10
5. Knowledge of global & South African specific political, social and economic contexts		
6. Competency on policy conceptualisation, analysis and implementation	√	10
7. Knowledge of more than one functional municipal fields/discipline		
8. Skills in mediation		
9. Skills in governance	√	10
10. Competence as required by other national line sector departments	√	10
11. Exceptional and dynamic creativity to improve the functioning of the municipality		
TOTAL		100%

INITIALS:

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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.

INITIALS:

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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
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.

7.7 For purpose of evaluating the performance of the Employee for the **Mid-Year** and **Year-End** reviews, an evaluation panel constituted by the following persons will be established-

- 7.7.1 The Honourable Mayor
- 7.7.2 Member of the Executive Committee;
- 7.7.3 Chairperson of the Audit / Performance Audit Committee;
- 7.7.4 Ward Committee Member nominated by Honourable Mayor;
- 7.7.4 Municipal Manager from another Municipality.
- 7.7.5 Performance Management Systems Manager: Secretariat
- 7.7.6 Human Resources Manager: Secretariat

INITIALS:



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 with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

QUARTER	REVIEW PERIOD	REVIEW DATE
1	July – September 2015	31 October 2015
2	October – December 2015	28 February 2016
3	January – March 2016	30 April 2016
4	April – June 2016	30 September 2016

- 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 Development Plan (PDP) for addressing development gaps is attached as Annexure A. Such 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 change is made.

INITIALS:

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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/ her to meet the performance objectives and targets established in term 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/her 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-

- 11.1.1 A direct effect on the performance of any of the Employee's functions;
- 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.3 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. PERFORMANCE BONUS

In accordance with regulation 32, a performance bonus, based on affordability, may be paid to the employee after-

INITIALS:   



- 12.1 The Annual Report for the financial year under review has been tabled and adopted by the Municipal Council
- 12.2 An evaluation of performance in accordance with the provisions of regulation.
- 12.3 Approval of such evaluation by the Municipal Council as a reward for outstanding performance.

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
129% and below	Compulsory Performance Counseling

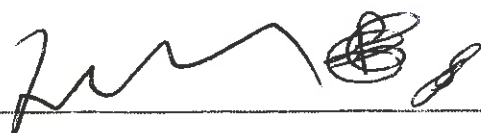
12.4 AWARDING PERFORMANCE BONUS

The following table will be used to determine payment of performance bonus to Performance contract employee:

13 MANAGEMENT OF EVALUATION OUTCOMES

- 13.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 13.2 A performance bonus of 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 13.3 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.
- 13.4 In the case of unacceptable performance, the Employer shall-
- 13.4.1 Provide systematic remedial of development support to assist the Employee to improve his or her performance; and

INITIALS:



13.4.2 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 or her duties.

14 DISPUTE RESOLUTION

14.1 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 –

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

14.1.2 Any other person appointed by the MEC.

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

15. GENERAL

15.1 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.

15.2 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 done and signed at Mandeni on this the 30th day of July (Month) 2015 (Year)

AS WITNESSES:

1. [Signature]

[Signature]
Mr. Lulamile Houghton Mapholoba
EMPLOYEE

2. [Signature]

AS WITNESSES:

1. [Signature]

[Signature]
Cllr Siphesihle Basil Zulu
Honourable Mayor
EMPLOYER

2. [Signature]

INITIALS:

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PERFORMANCE PLAN

Period Under Review	2015/2016
Surname	Mapholoba
Name	Lulamile Houghton
Municipality	Mandeni Local Municipality
Designation / Department	Municipal Manager
Race	African
Gender	Male
Employee Number	1307
Date of Appointment	15 June 2012
Salary Package	1,014,720

KEY PERFORMANCE AREAS (KPA'S) 100%		WEIGHTING
Basic Service Delivery	✓	20
Municipal Institutional Development and Transformation	✓	20
Local Economic Development (LED)	✓	10
Municipal Financial Viability and Management	✓	10
Good Governance and Public Participation	✓	30
Community and Social Services Development		10
Total		100%

The annual performance appraisal involves the assessment of the achievement of results of the KRA's, CMC's and COC's in accordance with the five-point scale of (1-5).

The following annual management review on **Key Performance Areas (KPA)**, **Core Management Criteria (CMC)** and **Core Occupational Competencies (COC)** agreed to in each manager performance agreement has to be completed.

 S.B.



PERFORMANCE AGREEMENT [2015/16]

MANDENI OMMI 2015/16 DEPARTMENTAL SCORECARD/TOP LAYER SDBIP									
IDP POE REF	NATIONAL KEY PERFORMANCE AREA (BACK TO BASIC PRINCIPLES)	Strategic goals	Strategic objectives	Strategies 2015/16	2015/16 Measurable objectives	2015/16 activities, projects and programmes	Key performance indicator	DEMAND	Annual Target
BASIS SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT (SERVICE DELIVERY: CREATING CONDITIONS FOR DECENT LIVING)									
BSD 01	BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT (SERVICE DELIVERY: CREATING CONDITIONS FOR DECENT LIVING)	UNIVERSAL ACCESS TO BASIC SERVICES AND INFRASTRUCTURE DEVELOPMENT BY 2030	1.1 To improve access to all basic services	1.1.6 Maintain a functional Infrastructure Development Programme Steering Committee (IDProgSC)	1.1.6.1 Ensure that all infrastructure investment initiatives coordinated to yield maximum impact	Hold IDProgSC meetings	Number of IDProgSC meetings in Q2/3/4 to be held by 30 June 2016	Number of IDProgSC meetings in Q2/3/4 to be held by 30 June 2016	3
BSD 02				1.1.7 To prepare a 3 year capital infrastructure funding plan	1.1.7.1 Develop a 3 year capital infrastructure funding plan in place to rollout infrastructure investment	Prepare a 3 year capital infrastructure funding plan	Date of completing a 3 year capital infrastructure funding plan	Date of completing a 3 year capital infrastructure funding plan	30-Jun-16
FINANCIAL VIABILITY AND MANAGEMENT (SOUND FINANCIAL MANAGEMENT)									
FCM 01	FINANCIAL VIABILITY AND MANAGEMENT (SOUND FINANCIAL MANAGEMENT)	TO DEVELOP A SUSTAINABLE AND EFFICIENT MUNICIPALITY BASED ON SOUND FINANCIAL MANAGEMENT	2.2 Ensure a financially viable municipality.	Five Year Financial Plan		Adoption of 2016/17 FY Municipal Budget			
FCM 02				2.2.6 Ensure a constant and		Submission of Annual Procurement Plans for 2016/17			
FCM 37						2.2.6.3 Perform annual financial	Compile and adopt the annual report	Adopted Annual Report by	Adopted Annual Report by

INITIALS:

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PERFORMANCE AGREEMENT [2015/16]

				reporting					
FCM 39				accurate financial reporting. 2.2.7 Ensure the existence of updated finance management strategies	2.2.7.2 Review Budget Related Policies 2.2.7.3 Adopt an updated fraud prevention plan	Review adopt budget related policies	Adopted budget related policies by 30 May 2016 Date of adopting reviewed Fraud prevention plan	Adopted budget related policies by 30 May 2016 Date of adopting reviewed Fraud prevention plan	30-May-16 30-May-16
FCM 40						Review and adopt the fraud prevention plan			
GOOD GOVERNANCE AND PUBLIC PARTICIPATION: PUTTING PEOPLE FIRST									
GPP 01	GOOD GOVERNANCE AND PUBLIC PARTICIPATION (GOOD GOVERNANCE AND PUBLIC PARTICIPATION: PUTTING PEOPLE FIRST)	2.10 FOSTER A CULTURE OF COMMUNITY INVOLVEMENT AND GOOD GOVERNANCE IN THE AFFAIRS OF THE MUNICIPALITY	2.3 Ensure a participative, transparent and accountable governance in the Municipality	2.3.1 Improve the public participation processes	2.3.1.1 Ensure the existence of the municipal community participation guideline	Develop and adopt the public participation strategy	Date of adopting the municipal public participation strategy	Date of adopting the municipal public participation strategy	30-Jun-16
GPP 02						Implement the public participation activities	Number of quarterly public report-back meetings convened and addressed by ward Councilors.	Number of quarterly public report-back meetings convened and addressed by ward Councilors.	4 per ward Councilor
GPP 03							Number of public meetings held at which the Mayor or members of EXCCO provided report back to the public.	Number of public meetings held at which the Mayor or members of EXCCO provided report back to the public.	4
GPP 04						Review the communication strategy	Date of reviewed the communication strategy	Date of reviewed the communication strategy	30-Jun-16

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PERFORMANCE AGREEMENT [2015/16]

GPP 05		Acquire media slots with different national and local radio stations	Number of media slots acquired with the national radio station by 30 June 2016	Number of media slots acquired with the national radio station by 30 June 2016	4
GPP 06			Number of media slots acquired with the community radio station by 30 June 2016	Number of media slots acquired with the community radio station by 30 June 2016	12
GPP 07		Issue a monthly electronic and hard copy newsletter to internal municipal staff	Number of electronic newsletters issued to the staff by 30 June 2016	Number of electronic newsletters issued to the staff by 30 June 2016	10
GPP 08			Number of hard copy newsletters issued to the staff by 30 June 2016	Number of hard copy newsletters issued to the staff by 30 June 2016	10
GPP 09		Issue a bi-monthly Mandeni newsletter to the general public	Number of the newsletters issued to general public by 30 June 2016	Number of the newsletters issued to general public by 30 June 2016	8
GPP 10		Institute responsive website updates	Number of website updates conducted by 30 June 2016	Number of website updates conducted by 30 June 2016	12
GPP 11		Communicate the municipal activities using LCD TVs in all municipal work stations	Number of LCD TV's to be installed in all municipal workstations by 30 June 2016	Number of LCD TV's to be installed in all municipal workstations by 30 June 2016	3

INITIALS:   



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PERFORMANCE AGREEMENT [2015/16]

GPP 23				Invite traditional leaders to the Council meetings	Number of traditional leaders participating in Council meetings	Number of traditional leaders participating in Council meetings	4
GPP 24				Convene quarterly Audit committee meetings	Number of Audit committee meetings held	Number of Audit committee meetings held	4
GPP 25				Convene quarterly MPAC meetings	Number of Municipal accounts committee meetings held	Number of Municipal accounts committee meetings held	4
GPP 26				2 3 3 2 Ensure internal audit reporting	Compile and submit quarterly internal audit reports to the Audit committee	Number of Internal audit reports presented to the Audit committee	4
GPP 27				2 3 3 3 Ensure oversight reporting adhered to	Compile the oversight report	Number of Oversight reports compiled by 31 March 2016	1
GPP 28					Compile and adopt the annual report	Adopted Annual Report by 28 January 2016	25-Jan-16
GPP 29				2 2 7 3 Adopt an updated fraud prevention plan	Review and adopt the fraud prevention plan	Date of adopting reviewed Fraud prevention plan	30-May-16

LOCAL ECONOMIC DEVELOPMENT (SERVICE DELIVERY)

LED	LOCAL ECONOMIC DEVELOPMENT (SERVICE DELIVERY)	3. PROMOTING AND FACILITATING HUMAN DEVELOPMENT	3.1 Achieve a holistic human development and	3.1.2 Ensure the empowerment of youth, women and people living	3.1.2.1 Implement strategic interventions for the empowerment of youth, women,	Finalise full driver education programme	Number of learners to be provided with a full driver education	Number of learners to be provided with a full driver education	40
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PERFORMANCE AGREEMENT [2015/16]

		capacitation for the realisation of skilled and employable workforce	with disabilities	children, people living with disabilities and men.	programme.	programme.
MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT						
0	2. PROVISION OF EFFECTIVE, EFFICIENT, TRANSPARENT AND ACCOUNTABLE LEADERSHIP	2.1 Creating a conducive working environment	2.1.1 Maintain and improve the municipal policies	2.1.1.1 Review and adopt municipal policies	Identify, review and adopt municipal policies	Date of adopting the reviewed budget related policies by council
MID 01			2.1.2 Ensure effective and efficient human resource management	2.1.2.1 Strategically plan for the human resources	Develop/review the municipal HR strategy	Date of adopting the reviewed HR strategy
MID 02				2.1.4.1 Develop and adopt the performance management system	Review and adopt the performance management system	Date of adopting the performance management system framework
MID 16			2.1.4 Improve performance	2.1.4.2 Set the municipal performance targets	Develop and adopt the organisational scorecards	Date of adopting the organisational scorecard
MID 17				2.1.4.3 Set the departmental performance targets	Develop and adopt the departmental scorecards	Date of adopting the departmental scorecards
MID 18						

INITIALS: *huy* *SB*



PERFORMANCE AGREEMENT [2015/16]

MID 19	2 1 4 4 Align the service delivery targets with the budget	Develop and adopt the SDBIP	Date of adopting the SDBIP	31-Jul-16
MID 20	2 1 4 5 Achieve the individual commitment to set departmental targets	Sign the performance agreements	Number of performance agreements to be signed by 30 July 2015	6
MID 21		Compile the monthly departmental performance reports	Number of MANCO meetings held	12
MID 22	2 1 4 6 Monitor the achievement of the set targets		Number of departmental performance reports to be submitted to the portfolio committees by 30 June 2016	12
MID 23		Cascade the PMS to the lower levels of management	Date of completing the process of cascading the PMS to lower levels of management	31-Jul-15
MID 24	2 1 4 7 Report performance to council and communities	Compile and submit to council quarterly performance reports	Number of quarterly performance reports to be submitted to council by 30 June 2016	4

INITIALS:  



PERFORMANCE AGREEMENT [2015/16]

MID 25							Number of feedback reports to communities of targets achieved, not achieved and corrective action	Number of feedback reports to communities of targets achieved, not achieved and corrective action	2
MID 26							Conduct quarterly performance assessments	Number of quarterly performance assessments to be conducted by 30 June 2016	4
MID 27							Address areas of underperformance	Number of corrective measures taken on under performance	4
MID 28							Review the score cards	Date of adopting the revised scorecards	28-Feb-16
	SPATIAL RATIONAL AND ENVIRONMENTAL MANAGEMENT (SERVICE DELIVERY)	6 PROMOTING AND FACILITATING ENVIRONMENTAL PROTECTION AND SUSTAINABLE SPATIAL PLANNING	6.3 Ensure an integrated and aligned development planning	6.3.2 Ensure the existence of the municipal land use guideline	6.3.4.4 Initiate the implementation of SPLUMA	Establishment of Municipal Planning Tribunal in line with SPLUMA regulations	Date of establishing the municipal planning tribunal	Date of establishing the municipal planning tribunal	30-Jun-16

INITIALS:  



CORE COMPETENCY FRAMEWORK

The performance of Section 57 Managers should be assessed in terms of Core Competency Requirements (CCRs) as required by the Regulations of Section 57 Managers. These competencies describe general managerial and occupational skills. The assessment of these competencies will account for **twenty percent** of the total employee assessment score. The bold CCR's are compulsory for all managers.

CORE MANAGERIAL SKILL	CORE MANAGERIAL SKILL
1. Strategic Capability & Leadership	Skills to be able to provide a vision, set the direction for the municipality or department and inspire others in order to deliver on the municipality's mandate
2. Programme & Project Management	Skills to enable the individual to plan, manage, monitor and evaluate specific activities in order to ensure that policies are implemented and that local government objectives are achieved
3. Financial Management (Compulsory)	Skills required to manage projects and/or department work within the constraints of a budget. This includes being able to plan a budget at the beginning of the financial year, controlling costs throughout the year by allocating resources appropriately and understanding and anticipating the impact of other departments on own budget and adopting where necessary.
4. Change Management	Skills to initiate and support municipal transformation and change in order to implement new initiatives successfully and deliver on service delivery commitments
5. Knowledge Management	Skills to be 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
6. Service Delivery Innovation	Skills to maintain high quality standards, focus 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
7. Problem Solving & Analysis	Skill 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

INITIALS:

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PERFORMANCE AGREEMENT [2015/16]

8. People Management & Empowerment (Compulsory)	Skills to manage and encourage people, optimise their outputs and effectively manage relationships. This includes holding regular meetings with his/ her team so that information can be shared and so that the team is aware of decisions that may affect them. It also involves distributing workloads so that individual skills are used appropriately and so that the work is evenly spread, making sure that the team has the necessary tools and resources in order to do their work and motivating the team so that they are committed to achieving the goals of the department and ultimately the municipality
9. Client Orientation & Customer Focus (Compulsory)	Whether providing a service to an internal or external customer this means trying to determine the needs of the customer and then meeting those needs. At a minimum employees are required to react to queries, keeping promises, being honest in all their dealings, adhering to policies, procedures and delegations, keeping the client up to date, being friendly and helpful and solving problems quickly and without argument. Ideally managers are required to be proactive by trying to understand needs of the customer and providing an appropriate service based on these underlying needs
10. Communication	Skills to be able to exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the desired outcomes.
11. Honesty & Integrity	Skill to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence

INITIALS:



PERFORMANCE AGREEMENT [2015/16]

ACHIEVEMENT LEVELS AND DESCRIPTION

LEVEL	DEESCRPTION
Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in- depth analyses
Superior	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

INITIALS:

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PERFORMANCE AGREEMENT [2015/16]

CORE MANAGEMENT CRITERIA

CORE MANAGEMENT CRITERIA (CMC)	WEIGHT %	LEVEL	COMPARING (BY MANAGER) (1-5)	RATING BY PANEL MEMBERS (1-5)
1. Strategic Capability & Leadership	10			
2. Programme & Project Management				
3. Financial Management (Compulsory)	10			
4. Change Management				
5. Knowledge Management				
6. Service Delivery Innovation				
7. Problem Solving & Analysis				
8. People Management & Empowerment (Compulsory)	10			
9. Client Orientation & Customer Focus (Compulsory)	10			
10. Communication	10			
11. Honesty & Integrity				
TOTAL	60%			

INITIALS:

LM SB



CORE OCCUPATIONAL COMPETENCY

CORE OCCUPATIONAL COMPETENCY	WEIGHT %	LEVEL	OWN RATING (BY MANAGER) (1-3)	RATING BY PANEL MEMBER (1-5)
1. Competence in Self-Management	10			
2. Interpretation of and implementation within the legislation and national policy framework				
3. Knowledge of developmental local government	10			
4. Knowledge of Performance Management & Reporting				
5. Knowledge of global & South African specific political, social and economic contexts	10			
6. Competency on policy conceptualisation, analysis and implementation				
7. Knowledge of more than one functional municipal fields/discipline				
8. Skills in mediation	10			
9. Skills in governance	10			
10. Competence as required by other national line sector departments				
11. Exceptional and dynamic creativity to improve the functioning of the municipality	10			
TOTAL	100%			

INITIALS:

[Signature] *[Signature]* *[Signature]*



PERFORMANCE AGREEMENT [2015/16]

KPA	(A) SUB-TOTAL	(B) % OF ASSESSMENT	(AxB) TOTAL SCORE
KRA(KeyResultArea)		80%	
CC(ConductCriteria)		20%	
(C)FINAL SCORE			
FINAL SCORE IN PERCENTAGE (C/5X100)			

SIGNATURES OF MEMBERS OF THE EVALUATION PANEL

Chairperson : _____

Member : _____

Member : _____

Member : _____

INITIALS:   



PERSONAL DEVELOPMENT PLAN

AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE	PERFORMANCE REVIEW FOR PDP		
			PROGRESS	BARRIERS	ACTIONS TO OVERCOME BARRIERS
Masters: Strategic Leadership & Management	Training	30 June 2016			
Masters: Financial Management	Training	30 June 2016			
Masters: Project Management	Training	30 June 2016			

INITIALS:

Ray *SP* *SP*



AGREEMENT TO PERFORMANCE DEVELOPMENT PLAN

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 Manager): _____
Date: _____

I undertake to support _____ (name of Manager) with the achievement of the above Performance and Development Plan

SIGNATURE: _____
Name of Reporting Officer: _____
Date: _____

FEEDBACK ON INFORMAL QUARTERLY REVIEW:

**FEEDBACK FROM REPORTING
OFFICER:**

Signature of Reporting Officer
Date:

Signature of Manager
Date:

INITIALS: Ray B S B



FINANCIAL DISCLOSURE

I, the undersigned Surname and Initials) MAPHOLUBA, G.H.
 (Postal Address) P.O. Box 544, Mondeni, 9490
 (Residential Address) Mondeni
 (Position Held) Municipal Manager
 (Name of Municipality) Mondeni Municipality
 Tel: 032-452415 Fax: 032-452415
 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)

Number of shares / extent of financial interest	Nature	Nominal value	Name of Company or entity

2. Directorships and Partnerships

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

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

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

CONFIDENTIAL

Council

N/A		

Signature of: The Honorable Mayor: _____

Date: 12/08/2015



CONFIDENTIAL

4. Consultancies and Retainerships			
Name of client	Nature	Type of business activity	Value of benefits received

5. Sponsorships

Source of assistance/sponsorship	Description of sponsorship	Value of sponsorship
6. Gifts and hospitality from a source rather than a family member		

Description		Value	Source
7. Land and property			
Description	Extent	Area	Value

SIGNATURE OF: THE HONORABLE MAYOR

DATE: 12/08/2015

PLACE: MANDAUNI

INITIALS:

S.B.

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.

25/08/15
K. I. Nkomo

Commissioner of Oath /Justice of the Peace

Full first names and surname: Khalele T Nkomo (Block letters)

Designation (rank): Khalele T Nkomo Ex Officio Republic of South Africa

Street address of institution:
29 Long Road Mandeni

Date: 20/08/15

Place:
Mandeni



CONTENTS NOTED: THE HONOURABLE MAYOR

DATE: 12/08/2015

Long SB SB SB



CODE OF CONDUCT

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 of the Local Government: Municipal Systems Act, Act 32 of 2000 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); of the Local Government: Municipal Systems Act, Act 32 of 2000;
- (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 maximize the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

[Handwritten signatures and initials]



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.

INITIALS:

**7. Undue influence**

A staff member of a municipality may not –

- (a) unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a councillor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;
- (b) mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
- (c) be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

8. Rewards , gifts and favours

(1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for –

- (a) persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
- (b) making a representation to the council, or any structure or functionary of the council;
- (c) disclosing any privileged or confidential information; or
- (d) doing or not doing anything within that staff member's powers or duties.

(2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of subitem (1).

9. Council property

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

10. Payment of arrears

A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from a staff member's salary after this period.

11. Participation in elections

A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

INITIALS:





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

14 A. 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.

EMPLOYEE SIGNATURE

PRINT NAME

EMPLOYER SIGNATURE

PRINT NAME

INITIALS: