Appendix A

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MANTSOPA LOCAL MUNICIPALITY
AS REPRESENTED BY THE MUNICIPAL MANAGER

THAMAE PAULUS MASEJANE

AND

MOTSELISI MERCIA LESOETSA

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2020 - 30 JUNE 2021

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Mantsopa Local Municipality herein represented by Thamae Paulus Masejane (full name) in her/his capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

and

Motselisi Mercia Lesoetsa (full name) Employee of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the municipality.

1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Employee** to a set of outcomes that will secure local government policy goals.

1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;

2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee-'s performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;

2.4 monitor and measure performance against set targeted outputs;

2.5 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;

2.6 in the event of outstanding performance, to appropriately reward the employee; and

2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

3.1 This Agreement will commence on the **01 July 2020** and will remain in force until **30 June 2021** thereafter a new Performance Agreement, 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 above-mentioned period to determine the applicability of the matters agreed upon.

3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out-

4.1.1 the performance objectives and targets that must be met by the **Employee**; and

4.1.2 the time frames within which those performance objectives and targets must be met.

4.2 The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; target dates and weightings.

4.2.1 The key objectives describe the main tasks that need to be done.

4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.

4.2.3 The target dates describe the timeframe in which the work must be achieved.

4.2.4 The weightings show the relative importance of the key objectives to each other.

4.3 The **Employee**'s performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer**'s Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

5.4 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.

5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.

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

5.5.3 KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.

5.5.4 The total score must determined using the rating calculator.

5.6 The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Key Performance Areas (KPA's)	**Weighting**
Community Development & Social Cohesion	50
Good Governance & Public Participation	10
Basic Service Delivery	10
Institutional Transformation & Development	10
Local Economic Development	10
Municipal Financial Viability & Management	10
Total	**100%**

5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.

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

COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	√	**WEIGHT**
Strategic Direction and Leadership		
People Management		
Program and Project Management		
Financial Management		
Change Leadership		
Governance Leadership		
CORE COMPETENCIES		
Moral Competence		
Planning and Organising		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Results and Quality Focus		
Total percentage	-	**100%**

6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets out -

6.1.1 the standards and procedures for evaluating the Employee's performance; and

6.1.2 the intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

6.5 The annual performance appraisal will involve:

6.5.1 **Assessment of the achievement of results as outlined in the performance plan:**

(a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

(b) An indicative rating on the five-point scale should be provided for each KPA.

(c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

6.5.2 **Assessment of the CRs**

(a) Each CR 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 CR.

(c) This rating should be multiplied by the weighting given to each CR during the contracting process, to provide a score.

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

6.5.3 **Overall rating**

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

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

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					

Level	Terminology	Description	Rating				
			1	2	3	4	5
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

6.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established -

6.8.1 Municipal Manager;
6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
6.8.4 Municipal manager from another municipality.

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

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

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

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

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

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall –

9.1.1 create an enabling environment to facilitate effective performance by the employee;

9.1.2 provide access to skills development and capacity building opportunities;

9.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

9.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

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

10.1.1 a direct effect on the performance of any of the Employee's functions;

10.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 a substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

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

11.2 A performance bonus of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

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

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

11.3.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTE RESOLUTION

12.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

12.1.2 any other person appointed by the MEC.

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

12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

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13. GENERAL

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

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

13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus **done** and **signed** at ...Ladybrand.....on this the 31 day of ...July.... 2020

AS WITNESSES:

1. _____

2. _____

_____
EMPLOYEE

AS WITNESSES:

1. _____

2. _____

_____
MUNICIPAL MANAGER

Annexure A

PERFORMANCE PLAN

FOR

DIRECTOR COMMUNITY SERVICES

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1. Purpose

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

2. Key responsibilities

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

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

3. Key Performance Areas

The following Key Performance Areas (KPAs) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below with emphasis on Basic Service Delivery:

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

MUNICIPAL PERFORMANCE PLANS 2020/2021

Department: Community Services: KPA: Community Development & Social Cohesion

SECURITY MANAGEMENT DIVISION

Planning level	Predetermined Objectives	Key Performance Indicator	Evidence	type	Unit of Measure	Baseline	Weighting	Annual Target	Past year performance	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Activity1.1	To provide effective community development and social services	Number of municipal properties secured through physical security by 30 June 2021	Incidents/security pocket book per property secured	Target:	Number	5	15	5	5	5	5	5	5
				Budget	Rand								
Activity1.2		Number of security management policy approved by council by 30 June 2021	Council resolution and a Security policy	Target	Number	0		1	0				1
				Budget									

DISASTER MANAGEMENT DIVISION

Planning level	Predetermined Objectives	Key Performance Indicator	Evidence	type	Unit of Measure	Baseline	Weighting	Annual Target	Past year performance	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Activity1.1	To provide effective community development and social services	Number of fire safety inspections done by 30 June 2021	Fire safety inspections register	Target:	Number	161	15	240	161	60	60	60	60
				Budget	Rand								
Activity1.3		Number of Public Awareness campaigns on public safety conducted by 30 June 2021	Invitations, agenda, report & attendance register	Target:	Number	60		60	60	20	20	10	10
				Budget	Rand								
Activity1.4		Number of Disaster Management Plans reviewed and approved by 30 June 2021	Council resolution and the approved Disaster Management Plan	Target:	Number	1		1	1				1
				Budget	Rand								
Activity1.6		Number of reports on Disaster Management submitted to the TMDM by 30 June 2021	Report & proof submission	Target	Rand	0		4	New KPI	1	1	1	1
				Budget	Number								

TRAFFIC MANAGEMENT DIVISION													
Planning level	Predetermined Objectives	Key Performance Indicator	Evidence	type	Unit of Measure	Baseline	Weighting	Annual Target	Past year performance	Quarter 1	Quarter 2	Quarter 3	Quarter 4
	To comply with the provisions of ARTO			Budget	Rand								
		Number of Traffic check points conducted by 30 June 2021	Check report	Target:	Number	381		400	381	100	100	100	100
				Budget	Rand								
		Number of traffic operations conducted by 30 June 2021	Traffic Operations report	Target	Rand	0		4	New KPI	1	1	1	1
				Budget	Number								

		Human Settlement & Urban Planning Division											
Planning level	Predetermined Objectives	Key Performance Indicator	Evidence	type	Unit of Measure	Baseline	Weighting	Annual Target	Past year performance	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Activity1.2		Number of consumer education on security of tenure conducted by 30 June 2021	Invitations, agenda, report & attendance register	Target:	Number	2		4	2	1	1	1	1
				Budget	Rand								
Activity1.3		Number of Housing Sector Plan by 30 June 2021	Housing Sector plan & Council resolution	Target:	Number	1		1	1	1	0	0	0
				Budget									
Activity1.4		Number of municipal residential properties leased by 30 June 2021	Annual Signed lease agreements	Target	Number	47		40	New KPI				40
				Budget	Rand								
Activity1.5		Number of municipal land leased for economic development by 30 June 2021	Annual Signed lease agreements	Target	Number	29		6	New KPI				6
				Budget	Rand								
Activity1.6		Number of municipal land leased for social activities by 30 June 2021	Signed lease agreements	Target	Rand	0		6	New KPI				6
				Budget	Number								

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Development Planning and Management Division													
Planning level	Predetermined Objectives	Key Performance Indicator	Evidence	type	Unit of Measure	Baseline	Weighting	Annual Target	Past year performance	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Activity No. 1.1	To Ensure that all the building plans received within the municipal jurisdiction concur with the approved design in terms of the NBRBS Act 103 of 1977; and compliance with SPLUMA 16 of 2013	Number of land use Contravention Notices issued by 30 June 2021	Job cards	Target	Number	82	15	130	82	30	30	35	35
				Budget									
Activity No.1.2		Number of SDF Review approved by Council by 30 June 2021	Job cards	Target	Number	1		1					1
				Budget									
Activity No. 1.3		Number of Land Use Scheme compiled and approved by Council by 30 June 2021	Job cards	Target	Number	0		1	0				1

PARKS, PROPERTIES AND CEMETERIES													
Planning level	Predetermined Objectives	Key Performance Indicator	Evidence	type	Unit of Measure	Baseline	Weighting	Annual Target	Past year performance	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Activity No. 1.1	To ensure that all properties of council are properly maintained	Number of municipal properties cleaned per quarter	Job cards	Target	Number	52	15	52	52	13	13	13	13
				Budget									
Activity No.1.2		Number of sport and recreational facilities cleaned per quarter	Job cards	Target	Number	300		80	280	20	20	20	20
				Budget									
Activity No. 1.3		Number of cemeteries maintained per quarter	Job cards	Target	Number	40		40	40	10	10	10	10
				Budget									

Signed and accepted by Director Community Services _____

Date: 31 July 2020

Signed by the Municipal Manager on behalf of the Council _____

Date: 31/08/2020

Annexure B

PERSONAL DEVELOPMENT PLAN (PDP)

Entered into by and between

[THAMAE PAULUS MASEJANE]

["the Employer"]

and

[LESOETSA MOTSELISI MERCIA]

["the Employee"]

1. Personal Development Plan

1.1.1 A Municipality should be committed to –

(a) the continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and
(b) Manage training and development within the ambit of relevant national policies and legislation.

1.1.2. Municipality should follow an integrated approach to human Resources Management, that is:

(a) Human resource development forms an integral part of human resource planning and management.
(b) In order for training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategist) HR plan, job description, the result of regular performance appraisal and career-pathing.
(c) To ensure the necessary linkages with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approval will also ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs can be identified through performance management and appraisal.
(d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached and these should be linked to relevant registered unit standard to specifically assist them in compiling Personal Development Plans in consultation with their managers.
(e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.

1.1.2 The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs.

1.1.3 Compiling the Personal Development Plan attached at Appendix.

Competency assessment instruments, which are dealt with more specifically in Appendix 1 and 2, should be established to assist with the objective assessment of employees' actual competencies at a given period in time with the purpose of identifying training needs or skills gaps.

The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his/her employee, to compile a Personal Development Plan. The identified training needs should be entered into column 1 of Appendix 1, entitled training skills/ Performance Gap. The following should be carefully determined during such a process:

Organisational needs, which include the following:

- Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.

- The competency requirements of individual' jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
- Specific competency gaps as identified during the probation period and performance appraisal of the employee.

Individual training needs that are job / career related.

Next, the prioritisation of the training needs should be listed since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritized for purpose of accommodating critical/strategic training and development needs in the HR Plan, Personal Development and the Works Skills Plan.

Consideration must be given to the expected outcomes, to be listed in column 2 of the Appendix 1, so that once the intervention is completed the impact it had can be measured against relevant output indicators.

An appropriate intervention should be identified to address training needs/skills gaps and the outcomes to be achieved but with due regard to cost effectiveness. These should be listed in column 3 Appendix 1, entitled: Suggested training and/or development activity in line with the National Qualification Framework, which could enable the trainee to obtain recognition towards a qualification for training undertaken. I is important to determine through Training/Human Resource Development Unit within the municipality whether unit standard have been developed and registered with the South African Qualifications Authority that are in line with the skills gap and expected outcomes identified. Unit standard usually have measurable assessment criteria to determine achieved competency.

Guidelines regarding the number of training days per employee and the nominations of employees: An Employee should on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training interventions.

Column 4 of Appendix 1: The suggested mode of delivery refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training/Development activity should impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him/her to read e.g. legislation]; internal or external training provision; coaching and/or mentoring and exchange programmes, etc.

The suggested time frames (columns 5 of Appendix 1) enable managers to effectively plan for the annum e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.

Work opportunity created to practice skill/development areas, in column 6 of Appendix 1, further ensures internalization of information gained as well as return on investment (not just to have skill but a necessary to have skill that is used in the workplace)

The final column, column 7 of Appendix 1, provides the employee with a support person that could act as a coach or mentor with regard to the area of learning.

Personal Development Plan of: Ms Motselisi Mercia Lesoetsa

Compiled on Date: 01 July 2020

Skills / Performance Gap	Outcomes Expected	Suggested Training and/or development activity	4 Suggested mode of Delivery	Suggested Time Frames	Work opportunity created to practice skills/development area	Support Person
-Strategic Direction and Leadership - Program and Project Management - Financial Management - Change Leadership - Governance Leadership - Planning and Organising - Analysis and Innovation - Communication	Obtain Post graduate Diploma : Public Administration	Post graduate Diploma : Public Administration	Part time	1 year	Executive level in Public Services	Municipal Manager

Director Community Services's Signature

Municipal Manager's Signature

SCHEDULE 2

CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

1. Definitions

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

2. General conduct

A staff member of a municipality must at all times—

(*a*) loyally execute the lawful policies of the municipal council;

(*b*) perform the functions of office in good faith, diligently, honestly and in a transparent manner;

(*c*) act in such a way that the spirit, purport and objects of section 50 are promoted;

(*d*) act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and

(*e*) act impartially and treat all people, including other staff members, equally without favour or prejudice.

3. Commitment to serving the public interest

A staff member of a municipality is a public servant in a developmental local system, and must accordingly—

(*a*) implement the provisions of section 50 (2);

(*b*) foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;

(*c*) promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;

(*d*) obtain copies of or information about the municipality's integrated development plan, and as far as possible within the ambit of the staff member's job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;

(*e*) participate in the overall performance management system for the municipality, as well as the staff member's individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

4. Personal gain

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

(*a*) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or

(*b*) take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.

(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not—

(*a*) be a party to a contract for—

(i) the provision of goods or services to the municipality; or

(ii) the performance of any work for the municipality otherwise than as a staff member;

(*b*) obtain a financial interest in any business of the municipality; or

(*c*) be engaged in any business, trade or profession other than the work of the municipality.

5. Disclosure of benefits

(1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.

(2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

6. Unauthorised disclosure of information

(1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.

(2) For the purpose of this item "privileged or confidential information" includes any information—

(*a*) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;

(*b*) discussed in closed session by the council or a committee of the council;

(*c*) disclosure of which would violate a person's right to privacy; or

(*d*) declared to be privileged, confidential or secret in terms of any law.

(3) This item does not derogate from a person's right of access to information in terms of national legislation.

7. Undue influence

A staff member of a municipality may not—

(*a*) unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a councillor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;

(*b*) mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or

(*c*) be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

8. Rewards, gifts and favours

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

(*a*) persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;

(*b*) making a representation to the council, or any structure or functionary of the council;

(*c*) disclosing any privileged or confidential information; or

(*d*) doing or not doing anything within that staff member's powers or duties.

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

9. Council property

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

10. Payment of arrears

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

11. Participation in elections

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

12. Sexual harassment

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

13. Reporting duty of staff members

Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.

14. Breaches of Code

Breaches of this Code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(*h*) of this Act.

14A. Disciplinary steps

(1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach.

(2) Such other disciplinary steps may include—

(*a*) suspension without pay for no longer than three months;

(*b*) demotion;

(*c*) transfer to another post;

(*d*) reduction in salary, allowances or other benefits; or

(*e*) an appropriate fine.

Agreed upon

Signature: _____

Supervisor: Thumee Magie

Date: 31/07/2020

Signature: M.M. Lasoeto

Incumbent: Lasoeto

Date: 31/July 2020

MM

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ANNEXURE C

FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) M. M Loaeto of P. O Box 359, Ladybrand 9745 (Postal address) and 568 Manyatseng, Ladybrand. 9745 (Residential address)

employed as Director Community at the Manbopa Local Municipality

Municipality hereby certify that the following information is complete and correct to the best of my knowledge:

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

See information sheet: ***Note (1)***

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

2. Directorships and Partnerships

See information sheet: ***Note (2)***

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

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

See information sheet: ***Note (3)***

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

Council sanction confirmed:

Signature of Mayor: _____ **Date:** _____

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4. Consultancies and retainerships

See information sheet: ***Note (4)***

Name of client	Nature	Type of business activity	Value of benefits received

5. Sponsorships

See information sheet: ***Note (5)***

Source of sponsorship	Description of sponsorship	Value of sponsorship

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

See information sheet: ***Note (6)***

Description	Value	Source

7. Land and property

See information sheet: ***Note (7)***

Description	Extent	Area Value
Land (sale)		R 1600

_____

SIGNATURE OF EMPLOYEE

DATE: _____

PLACE: _____

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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.

_____

Commissioner of Oath /Justice of the Peace

Full first names and surname: _____ (Block letters)

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

Street address of institution: _____

_____

Date: _____

Place: _____

_____

CONTENTS NOTED: MAYOR

DATE: _____

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INFORMATION SHEET FOR THE GENERIC FINANCIAL DISCLOSURE FORM

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

NOTE 1: Shares and other financial interests

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

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

NOTE 2: Directorships and partnerships

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

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

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

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

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

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

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

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

NOTE 4: Consultancies and retainerships

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

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

NOTE 5: Sponsorships

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

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

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

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

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

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

NOTE 7: Land and Property

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

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