



2020/2021 PERFORMANCE AGREEMENT

Made and entered into by and between

UMHLABUYALINGANA LOCAL MUNICIPALITY

(Herein represented by **MRS N.P GAMEDE** in her capacity as)

"The Municipal Manager"

and

MDUDUZI SIFISO QWABE

(ID No. 790811 5408 087)

(Hereinafter referred as the)

"DIRECTOR-PLANNING, LED AND INFRASTRUCTURE DEVELOPMENT"

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CONTENTS

1. INTRODUCTION	3
2. PURPOSE OF THIS AGREEMENT	4
3. COMMENCEMENT AND DURATION.....	5
4. PERFORMANCE OBJECTIVES.....	5
5. PERFORMANCE MANAGEMENT SYSTEM	6
6. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS	6
7. EVALUATING PERFORMANCE.....	9
8. SCHEDULE FOR PERFORMANCE REVIEWS.....	11
9. DEVELOPMENTAL REQUIREMENTS.....	12
10. OBLIGATIONS OF THE EMPLOYER	12
11. CONSULTATION.....	12
12. MANAGEMENT OF EVALUATION OUTCOMES	13
13. DISPUTE RESOLUTION.....	13
14. GENERAL	14

Annexure A – Performance Plan

Annexure B – Personal Development Plan

Annexure C – Financial Disclosure

Annexure D – Code of Conduct

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PERFORMANCE AGREEMENT

ENTERED INTO AND BETWEEN:

The Municipality of uMhlabuyalingana herein represent by **Mrs. Nonhlanhla Patricia Gamede** (full name) in her capacity as The Municipal Manager hereinafter referred to as the Employer or Reporting Officer) and **Mr. Mduduzi Sifiso Qwabe** (full name) Employee of the Municipality of uMhlabuyalingana (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 The parties wish to ensure that there is compliance with Sections 60 and 61 of the MFMA.

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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 into between the parties;
- 2.2 Comply with the provisions of Section 60 and 61 of the MFMA;
- 2.3 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;
- 2.4 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.5 Monitor and measure performance against set targeted outputs;
- 2.6 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/her job;
- 2.7 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.8 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

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3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01st of July 2020** and will remain in force until **30 June 2021** 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 which amongst other things include targets on the following:
- Elimination of Unauthorised, Irregular, Fruitless and Wasteful expenditure
 - Records Management with a view to providing quality portfolio of evidence for all targets achieved
 - Steering the Municipality towards achieving unqualified audit opinion

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- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 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 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 (KPAs) and the Leading Competencies (LCs) and Core Competencies.
- 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

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6.2.3 KPA's covering the main areas of work will account for 80% and LCs and CCs 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 KPAs, 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
1. Municipal Transformation and Institutional Development	10 %
2. Basic Service Delivery	40 %
3. Cross Cutting Interventions	10 %
4. Good Governance and Public Participation	10 %
5. Local Economic Development	30 %
Total	100%

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

LEADING COMPETENCIES		
COMPETENCY		Weighting
Strategic Direction and Leadership	<ul style="list-style-type: none"> Impact and Influence Institutional Performance Management Strategic Planning and Management 	9
People Management	<ul style="list-style-type: none"> Human Capital Planning and Development Diversity Management Employee Relations Management 	9
Program and Project Management	<ul style="list-style-type: none"> Program and Project Planning and Implementation Service Delivery Management 	9
Financial Management	<ul style="list-style-type: none"> Budget Planning and Execution Financial Strategy and Delivery 	9
Change Leadership	<ul style="list-style-type: none"> Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	8
Governance Leadership	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	8
WEIGHTING LEADING COMPETENCIES		52
CORE COMPETENCIES		
COMPETENCY		Weighting
Moral Competence		8
Planning and Organising		8
Analysis and Innovation		8
Knowledge and Information Management		8
Communication		8
Results and Quality Focus		8
WEIGHTING CORE COMPETENCIES		48
Total Percentage Weighting		100 %

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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 must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the LC's and CCs

- (a) Each LC and CC should be assessed according to the extent to which the specified standards have been met as per applicable regulation.
- (b) An indicative rating on the five-point scale should be provided for each LC and CC.
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final LC and CC scores.

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 KPA's, LC's and CC's:

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

7.7 For purpose of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established-

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- 7.7.1 Municipal Manager
- 7.7.2 Chairperson of the Audit Committee;
- 7.7.3 Ward Committee Member (on a rotational basis), where applicable;
- 7.7.4 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 with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

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

- 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.

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9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall:

- 10.1.1 Create an enabling environment to facilitate effective performance by the Employee;
- 10.1.2 Provide access to skills development and capacity building opportunities;
- 10.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.1.4 On the request of the Employee delegates such powers reasonably required by the Employee to enable him/ 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-

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

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

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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 In instances where there was poor performance resulting in the Municipality incurring unauthorized, irregular, fruitless and wasteful expenditure as per Auditor General's Report, the Employee shall not be eligible to receive performance bonus for that financial year.
- 12.3 A performance bonus of 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 12.4 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.
- 12.5 In the case of unacceptable performance, the Employer shall-
 - 12.5.1 Provide systematic remedial or development support to assist the Employee to improve his or her performance; and
 - 12.5.2 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.

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 15 of the Contract of Employment shall apply.

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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 done and signed at Maagazi..... on this the 4.... day of August.. (Month) 2020 (Year)

AS WITNESSES:

1. 
2. _____


Director- Planning, LED and Infrastructure Development

AS WITNESSES:

1. _____
2. _____


The Municipal Manager


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IDP / SDBIP NO	OUTCOME 9	KZN PGDS	OBJECTIVE	STRATEGY	NO	KEY PERFORMANCE INDICATORS	UNIT OF MEASURE	ANNUAL TARGET	ANNUAL BUDGET	FUNDING SOURCE	Q1 Jul - Sept Projected Target	Q2 Oct - Dec Projected Target	Q3 Jan - Mar Projected Target	Q4 Apr - Jun Projected Target	Project	B2B	Portfolio of Evidence/Means of Verification
TOP LAYER TARGETS																	
NATIONAL KEY PERFORMANCE AREA: BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT																	
BSDID-01-2021-TS1	Improved Access to Basic Services	Strategic Infrastructure	To provide and improve access to community/public facilities to minimum standards	Construction of the multi-purpose community centre	1	Completion of Multi-purpose centre constructed/completed (Manguzi)	Area	Completion of 1500m² of Manguzi Multi-purpose by 30 June 2021	R9 000 000	EQS	N/A	Site establishment	Completion of external works	Completion of 1500m² of Manguzi Multi-purpose centre	Construction of Manguzi Multi-purpose centre	Service Delivery	Progress Reports and Engineers Works Completion Certificate
BSDID-01-2021-TS2	Improved Access to Basic Services	Strategic Infrastructure	To provide and facilitate vehicular movement in Umthlabuyalini gona	Construction of roads of Mbazwane-Kwambila (black top road)	2	Completion of (Mbazwane-Kwambila multipurpose black top road)	Number of kilometers	0,9 km (Mbazwane-Kwambila multipurpose black top road completed by 31 Dec 2020)	R3 500 000	MIG	75% of layerworks completed	100% of 0,9 Kilometers of road construction completed	N/A	N/A	Construction of Mbazwane-Kwambila multipurpose black top road	Service Delivery	Project Progress Reports and Engineers Works Completion Certificate
BSDID-01-2021-TS3	Improved Access to Basic Services	Strategic Infrastructure	To provide and facilitate vehicular movement in Umthlabuyalini gona	Construction of gravel road (Manzengwenya)	3	Completion of tarred road (Manzengwenya gravel road)	Number of kilometers	2km (Manzengwenya gravel road completed by 30 June 2021)	R5 000 000	MIG	(a) Facilitate and Coordinate the Advertising and appointment of contractor (b) site establishment	50% of all layerworks completed	75% of all layerworks completed	100% of 2 Kilometers of road construction completed	Construction of Manzengwenya gravel road	Service Delivery	Copy of Adverts, Copy of Appointment Letters, Project Progress, Completion certificates
BSDID-01-2021-TS4	Improved Access to Basic Services	Strategic Infrastructure	To provide and facilitate vehicular movement in Umthlabuyalini gona	Construction of road (Ekuthukuzeni-Masondo gravel road Phase 2)	4	Completion of road (Ekuthukuzeni-Masondo gravel road Phase 2)	Number of kilometers	3km (Ekuthukuzeni-Masondo gravel road Phase 2 completed by 30 June 2021)	R6 000 000,00	MIG	Facilitate and Coordinate the Advertising and appointment of consultant with finance department	(a) Facilitate and Coordinate the Advertising and appointment of contractor (b) site establishment	50% of layerworks completed	100% of 3 Kilometers of road construction completed	Construction of Ekuthukuzeni-Masondo gravel road Phase 2	Service delivery	Copy of Adverts, Copy of Appointment Letters, Project Progress Reports and Engineers Works Completion Certificate

BSDID-01-2021-TS5	Improved Access to Basic Services	Strategic Infrastructure	To provide and facilitate vehicular movement in Umhlabyalini gana	Construction of road (Kwashodi Gravel road)	5	Completion of road (Kwashodi Gravel road)	Number of kilometers	3km (Kwashodi Gravel road completed by 30 June 2021)	R5 000 000	MIG	Facilitate and Coordinate the Advertising and appointment of consultant with finance department	(a) Facilitate and Coordinate the Advertising and appointment of consultant (b) site establishment	50% of layerworks completed	100% of 3 Kilometers of road construction completed	Construction of Kwashodi Gravel road	Service delivery	Copy of Adverts, Copy of Appointment Letters, Project Progress Reports and Engineers Works Completion Certificate
BSDID-01-2021-TS6	Improved Access to Basic Services	Strategic Infrastructure	To provide and facilitate vehicular movement in Umhlabyalini gana	Construction of road (Ward 5 Gravel road)	6	Completion of road (Ward 5 Gravel road)	Number of kilometers	3km (Ward 5 Gravel road completed by 30 June 2021)	R6 000 000,00	MIG	Facilitate and Coordinate the Advertising and appointment of consultant with finance department	(a) Facilitate and Coordinate the Advertising and appointment of consultant (b) site establishment	50% of layerworks completed	100% of 3 Kilometers of road construction completed	Construction of Ward 5 Gravel road	Service delivery	Copy of Adverts, Copy of Appointment Letters, Project Progress Reports and Engineers Works Completion Certificate
BSDID-01-2021-TS7	Improved Access to Basic Services	Strategic Infrastructure	To provide and facilitate vehicular movement in Umhlabyalini gana	Construction of road (Tribal to Umhlabyalini gana Multipurpose Black top)	7	Completion of road (Tribal to Umhlabyalini gana Multipurpose Black top)	Number of kilometers	1km (Tribal to Umhlabyalini gana Multipurpose Black top road completed by 30 June 2021)	R7 000 000,00	MIG	Facilitate and Coordinate the Advertising and appointment of consultant with finance department	(a) Facilitate and Coordinate the Advertising and appointment of consultant (b) site establishment	50% of layerworks completed	100% of 1 Kilometer of road construction completed	Construction of Tribal to Umhlabyalini gana Multipurpose Black top	Service delivery	Copy of Adverts, Copy of Appointment Letters, Project Progress Reports and Engineers Works Completion Certificate
BSDID-01-2021-TS8	Improved Access to Basic Services	Strategic Infrastructure	To facilitate the provision of reliable source of energy to umhlabyalini gana municipality	Electrification of households (Manguzi electrification)	8	Completion of Manguzi electrification project	Number of households electrified	300 (Households electrified at Manguzi by 31 Dec 2020)	R8 607 527,27	INEP	Stringing of MV and LV lines	(a) Installation of transformers, meters, (b) Electrical outage and completion of project	N/A	N/A	Manguzi electrification	Service Delivery	Project Progress Reports and Engineers close out report
BSDID-01-2021-TS9	Improved Access to Basic Services	Strategic Infrastructure	To facilitate the provision of reliable source of energy to umhlabyalini gana municipality	Electrification of households (Mamula-Jikjela electrification)	9	Completion of Mamula-Jikjela electrification project	Number of households electrified	500 (Households electrified at Mamula-Jikjela by 30 June 2021)	R1 392 473,10	INEP	Stringing of MV and LV lines	Stringing of MV and LV lines	Stringing of MV and LV lines	(a) Installation of transformers, meters, (b) Electrical outage and completion of project	Mamula-Jikjela Electrification	Service Delivery	Project Progress Reports and Engineers close out report

BSDID-01-2021-TS10	Improved Access to Basic Services	Strategic infrastructure	To facilitate the provision of reliable source of energy to uMhlabyalingana municipality	Electrification of households (Ward 7 electrification)	10	Completion of Ward 7 electrification project	Number of households electrified	185 (Households electrified at Ward 7 by 30 June 2021)	R5 000 000,00	INEP	Facilitate and Coordinate the Advertising and appointment of contractor with finance department	Site establishment and plantation of poles	Stringing of MV and LV lines	(a) Installation of transformers, meters, (b) Electrical outlage and completion of project	Ward 7 Electrification	Service Delivery	Advert, Appointment letter, Project Progress Reports and Engineers close out report
NATIONAL KEY PERFORMANCE AREA: CROSS CUTTING INTERVENTIONS																	
CCI-01-2021-TS1	Differentiated Approach to Municipal Financing, Planning & Support	Spatial Equity	To promote development of efficient and sustainable settlement pattern	Revision and approval of Spatial Development framework (SDF)	11	Date by which Reviewed Spatial Development framework (SDF) is approved by council	Date	30-Jun-21	R700 000		Table SDF Process Plan to council for adoption	Table SDF Inception Report to council for adoption	Table Draft Reviewed SDF Review to council for adoption	Table final Reviewed SDF to council for adoption	Review Spatial Development Framework (SDF)		Inception Report, Draft reviewed SDF, Final Reviewed SDF
CCI-01-2021-TS2	Differentiated Approach to Municipal Financing, Planning & Support	Spatial Equity	To promote development of efficient and sustainable settlement pattern	Revision and approval of Spatial Development framework (SDF)	12	Reports on Land-Use Applications submitted to council	Number	4 Reports on Land-Use Applications submitted to council by 30 June 2021	R0 00	N/A	Table 1 Report on Land Use Applications to council	Table 1 Report on Land Use Applications to council	Table 1 Report on Land Use Applications to council	Table 1 Report on Land Use Applications to council	Review Spatial Development Framework (SDF)		Reports, Council resolutions
NATIONAL KEY PERFORMANCE AREA: SOCIAL AND ECONOMIC DEVELOPMENT																	
SED-01-2021-TS1	Creation of a conducive and enabling environment for economic growth and development.	Inclusive Economic Growth	To create job opportunities through Expanded Public Works Programme-EPWP	Creation of job opportunities	13	Work opportunities created/maintained through EPWP	Number	100 job opportunities created/maintained through EPWP by 30 June 2021	R0	N/A	Create/maintain n 100 job opportunities through EPWP	Create/maintain n 100 job opportunities through EPWP	Create/maintain n 100 job opportunities through EPWP	Create/maintain n 100 job opportunities through EPWP	Job creation through EPWP	Building capable local government institutions	EPWP Employees data
SED-01-2021-TS2	Creation of a conducive and enabling environment for economic growth and development.	Inclusive Economic Growth	To create job opportunities through Expanded Public Works Programme-EPWP	Creation of job opportunities	14	Work opportunities created/maintained through CWP	Number	100 job opportunities created/maintained through CWP by 30 June 2021	R0	N/A	Create/maintain n 100 job opportunities through CWP	Create/maintain n 100 job opportunities through CWP	Create/maintain n 100 job opportunities through CWP	Create/maintain n 100 job opportunities through CWP	Job creation through EPWP	Building capable local government institutions	CWP Employees data

SED-01-2021 TS3	Single Window of Coordination	Inclusive Economic Growth	To create an environment conducive for investment and economic growth	Review LED Strategy	15	Date by which Reviewed LED Strategy is adopted	Date	2020-06-30 (Table LED Strategy to council for adoption)	R0.00	N/A	N/A	N/A	Table Draft Reviewed LED Strategy to council for adoption	Table Final Reviewed LED Strategy to council for adoption	LED Strategy review	Building capable local government institutions	LED Strategy and council resolution
BOTTOM LAYER SDBIP TARGETS																	
NATIONAL KEY PERFORMANCE AREA: BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT																	
BSDID-01- 2021-TS 11	Improved Access to Basic Services	Strategic Infrastructure	To develop long term infrastructure development plans	Review Infrastructure and maintenance plan	16	Date by which Reviewed Infrastructure and maintenance plan is approved	Date	2020-09-30 (Table to council Reviewed Infrastructure and maintenance plan for approval)	R0.00	N/A	30 Sept 2020 (Table Reviewed Infrastructure and maintenance plan to council for approval)	N/A	N/A	N/A	Infrastructure and maintenance plan	Service Delivery	Reviewed infrastructure maintenance plan, Council resolution
BSDID-01- 2021-TS 12	Improved Access to Basic Services	Strategic Infrastructure	To develop long term infrastructure development plans	Submission of reviewed 3 year electricity plan	17	Date by which Reviewed 3 year electricity plan is submitted to Department of Energy	Date	2020-09-30 (Submit Reviewed 3 year electricity plan to Department of Energy)	R0.00	N/A	30 Sept 2020 (Submit Reviewed 3 year electricity plan to Department of Energy)	N/A	N/A	N/A	3 year electricity plan	Service Delivery	3 year electricity plan, Proof of submission
BSDID-01- 2021-TS 13	Improved Access to Basic Services	Strategic Infrastructure	To provide access and facilitate vehicular movement in Umhlabuyalini gama	Implementatio n of maintenance plan (access roads)	18	Kilometres of Access roads maintenance completed	Number	1200 Kilometres (Access Roads maintained by 30 June 2021)	3 500 000,00	EQS	Maintain 300 km of access roads	Maintain 300 km of access roads	Maintain 300 km of access roads	Maintain 300 km of access roads	Maintenance of access roads	Service Delivery	Maintenance reports
BSDID-01- 2021-TS 14	Improved Access to Basic Services	Strategic Infrastructure	To provide and improve access to community/pub lic facilities to minimum standards	Implementatio n of maintenance plan (Community halls)	19	Community halls and facilities refurbished	Number	5 Community halls and facilities refurbished	R600 000,00	EQS	Facilitate and Coordinate with Finance department the advertising and appointment of a contractor	1 Report on number of community halls and facilities maintained	1 Report on number of community halls and facilities maintained	1 Report on number of community halls and facilities maintained	Maintenance of community halls and facilities	Service Delivery	Copy of Adverts, Copy of Appointment Letters, Project Progress Reports
NATIONAL KEY PERFORMANCE AREA: MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT																	

MTID-01-20/21-TS 1	Improved Access to Basic Services	Strategic infrastructure	To manage and enhance the performance of the municipality	Monitor the usage of municipal fleet	20	Fleet Management Committee meetings held	Number	4 Fleet Management Committee meetings held by 30 June 2021	R0.00	N/A	Hold 1 Fleet Management Committee meetings	Hold 1 Fleet Management Committee meetings	Hold 1 Fleet Management Committee meetings	Monitoring usage of municipal fleet	Building capable local government institutions	Minutes, Attendance Registers
MTID-01-20/21-TS 2	Improved Access to Basic Services	Strategic infrastructure	To manage and enhance the performance of the municipality	Monitor the usage of municipal fleet	21	Fleet Management Reports submitted to Manco	Number	4 Fleet Management Reports submitted to Manco by 30 June 2021	R0.00	N/A	Submit 1 Fleet management report to Manco	Submit 1 Fleet management report to Manco	Submit 1 Fleet management report to Manco	Monitoring usage of municipal fleet	Building capable local government institutions	Minutes, Attendance Registers
MTID-01-20/21-TS 3	Improved administrative and human resources management practice	Governance and Policy	To manage and enhance the performance of the municipality	Compilation of monthly performance reports	22	Monthly Performance Reports compiled and submitted to Portfolio Committee	Number	12 Monthly Performance Reports compiled and submitted to Portfolio Committee by 30 June 2021	R0.00	N/A	3 Monthly Performance Reports compiled and submitted to Portfolio Committee by 30 June 2021	3 Monthly Performance Reports compiled and submitted to Portfolio Committee by 30 June 2021	3 Monthly Performance Reports compiled and submitted to Portfolio Committee by 30 June 2021	Monthly Performance Reports	Building capable local government institutions	Monthly Performance reports and Extracts of minutes
MTID-01-20/21-TS 4	Improved administrative and human resources management practice	Governance and Policy	To manage and enhance the performance of the municipality	Submission of quarterly performance reports to MM and Portfolio Committee	23	Quarterly Performance Reports compiled and submitted to PMS Unit and portfolio committee	Number	4 quarterly Performance Reports compiled and submitted to PMS Unit and portfolio committee by 30 June 2021	R0.00	N/A	2019/20 Q4 performance report compiled and submitted to PMS Unit and Portfolio Committee by 31 July 2020	Q1 performance report compiled and submitted to PMS Unit and Portfolio Committee	Q2 performance report compiled and submitted to PMS Unit and Portfolio Committee	Quarterly Performance Reports	Good Governance	Proof of submission and Extract of portfolio minutes
MTID-01-20/21-TS 5	Improved administrative and human resources management practice	Governance and Policy	To manage and enhance the performance of the municipality	Implementation of Performance Management System	24	Individual Performance Agreements and Work Plans for Section Managers signed by CFO	Number	3 Individual Performance Agreements and Work Plans for Section Managers signed by CFO by 30 September 2020	R0.00	N/A	3 Individual Performance Agreements and Work Plans for Section Managers signed by CFO	N/A	N/A	Performance Agreements and performance plans	Building capable local government institution	3 Signed Individual Performance Agreements and Work Plans

MTID-01-2021-TS 6	Improved administrative and human resources management practice	Governance and Policy	To manage and enhance the performance of the municipality	Implementation of Performance Management System	25	Individual performance assessments conducted (Section Managers)	Number	4 Individual performance assessments (Section Managers) by 30 June 2021	R0.00	N/A	Conduct Individual Performance Assessment for Section Managers	3	Conduct Individual Performance Assessment for Section Managers	Conduct Individual Performance Assessment for Section Managers	Individual performance assessments	Building capable local government institution	4 Assessment Reports
MTID-01-2021-TS 7	Improved administrative and human resources management practices	Governance and Policy	To manage and enhance the performance of the municipality	Holding of meetings by Council structures	26	Departmental meetings held	Number	12 Departmental meetings held by 30 June 2021	R0.00	N/A	3 departmental meetings held	3	3 departmental meetings held	3 departmental meetings held	N/A	Building capable local government institution	Signed Minutes and Attendance Registers
MTID-01-2021-TS8	Improved administrative and human resources management practices	Governance and Policy	To ensure effective governance through regular meeting of Council structures	Holding of meetings by Council structures	27	Portfolio Committee Meetings held	Number	12 Portfolio Committee Meetings held by 30 June 2021	R0.00	N/A	3 Ordinary PLID Portfolio meetings held	3	3 Ordinary PLID Portfolio meetings held	3 Ordinary PLID Portfolio meetings held	Secretarial support to Council	Good Governance	minutes and attendance register
MTID-01-2021-TS9	Improved administrative and human resources management practices	Governance and Policy	To keep records and create institutional memory	Implementation of File Plan	28	Manual filing system and electronic records management implementation reports	Number	4 Implementation of the manual filing system and electronic records management reports	R0.00	N/A	1 report	1 report	1 report	1 report	Implementation of the File Plan	Building capable local government institution	Reports
MTID-01-2021-TS10	Improved administrative and human resources management practice	Governance and Policy	Improve access to basic services	Implementation of Capital projects	29	Percentage expenditure of the annual MIG allocation	Percentage	100% (Expenditure of the annual MIG Allocation by 30 June 2021)	R34 702 000	MIG	21%	47%	66%	100%	Mig expenditure	Service delivery	Certificate of Expenditure
MTID-01-2021-TS11	Improved administrative and human resources management practices	Governance and Policy	To keep records and create institutional memory	Implementation of File Plan	30	Manual filing system and electronic records management implementation reports	Number	4 Implementation of the manual filing system and electronic records management reports	R0.00	N/A	1 report	1 report	1 report	1 report	Implementation of the File Plan	Building capable local government institution	Reports

NATIONAL KEY PERFORMANCE AREA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION

GGPP-01-2021 TS-1	Single Window of Co-ordination	Governance and Policy	To strengthen partnership with various stakeholders through communicating municipal business	Complaints management	31	Departmental Complaints resolved within 25 days	Percentage	100% Departmental Complaints resolved within 25 days by 30 June 2021	R0.00	N/A	100% departmental complaints resolved within 25 Days	100% departmental complaints resolved within 25 Days	100% departmental complaints resolved within 25 Days	100% departmental complaints resolved within 25 Days	Marketing and publicity	Putting people first	Signed Complaints Reports and Responses
GGPP-01-2021 TS-2	Single Window of Co-ordination	Governance and Policy	To Obtain and sustain improved and clean Audit Opinion	Design and implement a credible action plan on 2019-2020 AG findings	32	Quarterly reviews of the A.G Action Plan by Council by 30 June 2021	Number	4 Quarterly reviews of AG Action Plans by council by 30 June 2021	R0.00	N/A	Submit Reviewed AG Action plan to Portfolio Committee, ExCo and council	Submit Reviewed AG Action plan to Portfolio Committee, ExCo and council	Submit Reviewed AG Action plan to Portfolio Committee, ExCo and council	Submit Reviewed AG Action plan to Portfolio Committee, ExCo and council	Implementatio n of AG Action plans	Putting people first	Reviewed/Updated AG Action Plan, Portfolio minutes, ExCo and Council resolutions

NATIONAL KEY PERFORMANCE AREA: CROSS CUTTING INTERVENTIONS

CO-01-2021 TS3	single window of coordination	Governance and Policy	To implement and maintain compliant, effective and efficient risk management system and processes	To ensure effective risk management	33	Updated Risk Registers submitted to RMC	Number	4 Updated Risk Registers submitted to RMC by 30 June 2021	R0.00	N/A	Updated risk register submitted to RMC	Updated risk register submitted to RMC	Updated risk register submitted to RMC	Updated risk register submitted to RMC	Risk Management	Good Governance	4 Updated Risk Registers and RMC Minutes
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NATIONAL KEY PERFORMANCE AREA: SOCIAL AND ECONOMIC DEVELOPMENT

SED-01-2021 TS4	Creation of a conducive and enabling environment for economic growth and development.	Inclusive Economic Growth	To create job opportunities through Community Work Programme- CWP	Creation of job opportunities	34	CWP LRC Forum meeting held	Number	4 CWP LRC Forum meetings held by 30 June 2021	R0	N/A	Hold 1 LRC Forum meeting	Hold 1 LRC Forum meeting	Hold 1 LRC Forum meeting	Hold 1 LRC Forum meeting	CWP LRC Forum	Service delivery	Minutes, attendance registers
SED-01-2021 TS5	Creation of a conducive and enabling environment for economic growth and development.	Inclusive Economic Growth	To create job opportunities through Expanded Public Works Programme- EPWP	Creation of job opportunities	35	EPWP Evaluation and grant expenditure reports submitted to department of public works	Number	4 EPWP Evaluation and 12 expenditure reports submitted to Public Works by 30 June 2021	R0.00	N/A	Submit 1 EPWP Evaluation and 3 grant reports Public Works Dept	Submit 1 EPWP Evaluation and 3 grant reports Public Works Dept	Submit 1 EPWP Evaluation and 3 grant reports Public Works Dept	Submit 1 EPWP Evaluation and 3 grant reports Public Works Dept	Job creation	Service delivery	Evaluation and grant expenditure reports, Proof of submission/Acknowledgement

SED-01-20/21 TS6	Creation of a conducive and enabling environment for economic growth and development.	Inclusive Economic Growth	To ensure trading compliance through enforcing relevant by-laws	Enforcement of by-laws	36	Enforcement of Informal trading and business licensing Bylaws Reports submitted to Portfolio Committee	Number	4 (Enforcement of Informal trading and business licensing Bylaws reports submitted to portfolio committee by 30 June 2021)	R0.00	N/A	Submit 1 Enforcement of Informal trading and business licensing Bylaws report to portfolio committee	Submit 1 Enforcement of Informal trading and business licensing Bylaws report to portfolio committee	Submit 1 Enforcement of Informal trading and business licensing Bylaws report to portfolio committee	Enforcement of By-laws	Service delivery	Reports, Portfolio Committee minutes, Attendance registers
SED-01-20/21 TS7	Creation of a conducive and enabling environment for economic growth and development.	Inclusive Economic Growth	Creation of environment conducive for economic growth	Holding of LED/Tourism forums meetings	37	LED/Tourism forum meetings held	Number	4 LED/Tourism forum meetings held by 30 June 2021	R0.00		Hold 1- LED/Tourism forum meeting	Hold 1- LED/Tourism forum meeting	Hold 1- LED/Tourism forum meeting	LED/Tourism forum	Service delivery	Minutes & attendance registers
SED-01-20/21 TS8	Creation of a conducive and enabling environment for economic growth and development.	Inclusive Economic Growth	To support, monitor, and promote both Entrepreneurs development and growth	Holding of business summit	38	Date by which Business summit is held	Date	30 June 2021 (Business summit)	R110 000		N/A	N/A	N/A	Business summit	Service delivery	Reports, Attendance register
SED-01-20/21 TS9	Single Window of Coordination	Inclusive Economic Growth	To market Tourism and promote sectoral growth	Holding of tourism marketing campaigns	39	Tourism marketing campaigns held	Number	1 (tourism marketing campaigns held by 30 Sept 2020)	R60 000	EOS	Hold 1- Tourism Marketing Campaign	N/A	N/A	Tourism marketing campaign by 30 June 2021	Service delivery	Report, Attendance register
SED-01-20/21 TS10	Single Window of Coordination	Strategic Infrastructure	To facilitate bulk infrastructure development in support of economic development initiatives	Holding of housing forum meetings	40	Housing forum meetings held	Number	4 Housing forum meetings held by 30 June 2021	R0.00	N/A	Hold 1- Housing forum meeting	Hold 1- Housing forum meeting	Hold 1- Housing forum meeting	Housing forum meetings	Service delivery	Minutes & attendance registers

NATIONAL KEY PERFORMANCE AREA: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

MFV&M-01-2021 TS1	To improve Municipal Finance and Administrative Capability	Governance and Policy	To develop and maintain systems and procedures for effective and sound management of municipal finances	Comply with financial reporting requirements as outlined in the MFMA	41	Unauthorised, irregular or fruitless and waste expenditure Reports submitted to council	Number	4 Unauthorised, irregular or fruitless and waste expenditure Reports submitted to council by 30 June 2021	R0.00	N/A	Submit 1 report on Unauthorised, irregular or fruitless and waste expenditure to council	Submit 1 report on Unauthorised, irregular or fruitless and waste expenditure to council	Submit 1 report on Unauthorised, irregular or fruitless and waste expenditure to council	Submit 1 report on Unauthorised, irregular or fruitless and waste expenditure to council	Unauthorised, irregular or fruitless and waste expenditure	Sound financial management	Unauthorised, irregular or fruitless and waste expenditure Reports and council resolutions

ANNUAL PERFORMANCE PLAN & PERSONAL DEVELOPMENT PLAN

The following annual management review on *Key Performance Areas (KPA)* and *Competency Framework* (Leading Competencies and Core Competencies) agreed to in each manager performance agreement has to be completed.

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

RATING	DEFINITION OF SCORE
5	Outstanding performance
4	Performance significantly above expectation
3	Fully effective
2	Performance not fully satisfactory
1	Unacceptable performance

DETAILS OF THE MANAGER

Period Under Review	01 July 2020 to 30 June 2021
Surname	Qwabe
Name	Mduduzi Sibusiso
Municipality	UMhlabuyalingana Municipality
Department	Planning, LED and Infrastructure Development Department
Race	African
Gender	Male
Employee Number	50020
Date Of Appointment	01 February 2012
Salary Package	

S.N. wil

1. MANAGERS PERFORMANCE PLAN FOR THE YEAR UNDER REVIEW

WSP JN

2. PERSONAL DEVELOPMENT PLAN

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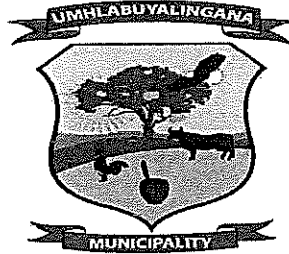
W.S.D.
E.N.

AGREEMENT TO PERFORMANCE AND 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: M.S Qwabe)
Date: 31-07-2020

I undertake to support Mduduzi Sifiso Qwabe (name of Manager) with the achievement of the above Performance and Development Plan
SIGNATURE: _____ Name of Municipal Manager: N.P Gamede
Date: 31-07-2020

SN
MSQ



CODE OF CONDUCT
FOR
UMHLABUYALINGANA MUNICIPAL EMPLOYEES

1. INTRODUCTION

UMhlabuyalingana Municipality adopts the code of conduct as legislated in the Local Government Municipal Systems Act, 32 of 2000, Schedule 2.

2. PURPOSE

To promote ethical conduct, practices and standards within the municipality and also to ensure that municipal employees subscribes and comply with relevant legislations.

3. SCOPE OF APPLICATION

This code is applicable to all persons employed by UMhlabuyalingana Municipality.

4. LEGISLATIVE MANDATES

1. Labour Relations Act, 66 of 1995
2. Local Government Municipal Systems Act, 32 of 2000 (Schedule 2)
3. Constitution of the Republic of South Africa, Act 108

5. PRINCIPLES OF CONDUCT

5.1 Definitions:

- In this Section “partner” means a person who permanently lives with another person in a manner as if married.

5.2 General conduct

the Employee must at all times:

- 5.2.1 loyally execute the lawful policies of the Executive Authority of the Municipality;
- 5.2.2 perform the functions of office in good faith, diligently, honestly and in a transparent manner;
- 5.2.3 act in such a way that the spirit, purport and objects of section 50 of the Municipal Systems Act are promoted;
- 5.2.4 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
- 5.2.5 act impartially and treat all people, including other employees, equally without favor or prejudice.

(Section 50 of the Local Government Municipal Systems Act stipulates that local public administration is governed by the democratic values and principles embodied in Section 195 (1) of the Constitution)

Democratic values and principles as per the Constitution of the Republic of South Africa

- A high standard of professional ethics must be promoted and maintained
- Efficient, economic and effective use of resources must be promoted
- Public administration must be development –orientated
- Services must be provided impartially, fairly. Equitably and without bias
- People’s needs must be responded to, and the public must be encouraged to participate in policy making
- Public administration must be accountable
- Transparency must be fostered by providing the public with timely, accessible and accurate information
- Good human resource management and career development practices, to maximize human potential must be cultivated

- Public administration must be broadly representative of the South African people with employment and personnel management practices based on ability, objectivity, fairness and the need to redress the imbalance of the past to achieve broad representation.

5.3 Commitment to serving the public interest.

5.3.1 The Employee is a public servant in a developmental local system, and must accordingly:

- (a) foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
- (b) promote and seek to implement the basic values and principles of public administration described in section 195(1) of the Constitution;
- (c) obtain copies of or information about the municipality's integrated development plan, and as far as possible within the ambit of the Employee'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;
- (d) participate in the overall performance management system for the municipality, as well as the Employee'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.

5.4 Personal gain

5.4.1 The Employee may not:

- 5.4.1.1 use the position or privileges of a Employee, or confidential information obtained as a Employee for private gain or to improperly benefit another person, or
- 5.4.1.2 take a decision on behalf of the municipality concerning a matter in which the Employee or the Employee's spouse, partner or business associate, has a direct or indirect personal or private business interest.

5.4.2 except with the prior consent of the council of a municipality, the Employee may not:

- 5.4.2.1 be a party to a contract for:

- 5.4.2.1.1 the provision of goods or services to the municipality, or
- 5.4.2.1.2 the performances of any work for the municipality otherwise than as a Employee;
- 5.4.2.2 obtain a financial interest in any business of the municipality, or
- 5.4.2.3 be engaged in any business, trade or profession other than the work of the municipality. Prior consent must be obtained from the Municipal Manager, if the matter has to happen.

6. DISCLOSURE OF BENEFITS

The Employee must disclose in writing full particulars of the benefit to the Employee, her spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality.

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

7. UNAUTHORIZED DISCLOSURE OF INFORMATION

The Employee may not without permission disclose any privileged or confidential information obtained as the Employee of the Municipality to an unauthorized person.

For the purpose of this item "privileged or confidential information" includes any information:

- determined by the Executive Authority of the municipality to be privileged or confidential;
- discussed in closed session by the Council or a committee of the Council;
- disclosure of which would violate a person's right to privacy, or
- declared to be privileged, confidential or secret in terms of any law.

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

8. UNDUE INFLUENCE

The Employee may not:

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

9. REWARDS, GIFTS AND FAVOURS

9.1 The Employee may not request, solicit or accept any reward, gift or favor for:

- 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;
- making a representation to the council, or any structure or functionary of the council;
- disclosing any privileged or confidential information, or
- doing or not doing anything within that Employee's powers or duties.

9.2 The Employee must without delay report to his Supervisor any offer, which if accepted by the Employee, would constitute a breach of sub-clause (14.1).

10. COUNCIL PROPERTY

The Employee may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which he has no right.

11. PAYMENT OR ARREARS

The Employee 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 the Employee's salary after this period.

12. PARTICIPATION IN ELECTIONS

The Employee may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

13. SEXUAL HARASSMENT


The Employee may not embark on any action amounting to sexual harassment.

14. REPORTING DUTY

Whenever the Employee has reasonable grounds for believing that there has been a breach of this Code of Conduct by any other municipal employee, reporting to her or not, the Employee must without delay report the matter to the Municipal Manager or the Speaker.

I MDUDUZI SISO OUBE (Full Names and Surname)

agree that I have read and understood the code of conduct for UMhlabuyalingana Municipality as it is stipulated in the Local Government <Municipal Systems Act, 32 of 2000. I understand that this code governs all municipal employees.


SIGNATURE

31 July 2020
DATE



DISCLOSURE FORM FOR BENEFITS AND INTERESTS

I, the undersigned (Surname and Initials) QWABE M.S

(Postal Address) P.O. BOX 853 Kwanqwana 897

(Residential Address) NSUKUMBI RETIREE HOUSE 34

(Position Held) TECHNICAL SERVICES DIRECTOR

(Name of Municipality) MMABATHO LOCAL MUNICIPALITY

Tel: 035 5820680 Fax: 035 5820680

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

2. Interest in a trust	
Name of trust	Amount of Remuneration/Income
<u>HENRY FAMILY TRUST</u>	<u>R 120 000 / ANNUM</u>
<u>NIABUTHO TRUST</u>	<u>R 0 - 00 / ANNUM</u>

3. Membership, directorships and partnerships		
Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/ Income
<u>ONOTHWENI INVESTMENTS</u>	<u>INVESTMENT</u>	<u>R 500 000 / ANNUM</u>
<u>PHOENIX TR</u>	<u>TRADING COMPANY</u>	<u>R 0 - 00 / month</u>
<u>THOMAS CONSTRUCTION</u>	<u>CONSTRUCTION</u>	<u>R 0 - 00 / month</u>

4. Remunerated work outside the Municipality (Must be sanctioned by Council.)		
Name of Employer	Type of Work	Amount of remuneration/ Income
<u>TEL</u>	<u>ELECTRIC COMMUNICATIONS</u>	<u>R 8880</u>

S.N. msa

CONFIDENTIAL

Council

Signature by Designate: _____

Date: _____

5. Consultancies, Retainerships and Relationships

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

6. Subsidies, grants and sponsorships by any organisation

Source of assistance	Descriptions of assistance	Value of assistance

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

Description	Value	Member

8. Land and Property

Description	Extent	Area	Value
70 FMZINI, MENUS, Mthunzini	8105 m ²	3 BED FLAT 105 m ²	R1 400 000
81 CLIVIA, PICTORIA EST	3 BED DOWN HOUSE	67 m ²	R1 100 000
6 BED HOUSE, Mthunzini, 11 6 BED ROOMS	8 ROOMS		R360 000.
5 BEDS EKUTHUKUZENI	8 ROOMS		R400 000

SIGNATURE OF SENIOR MANAGER

DATE: 04/08/2020

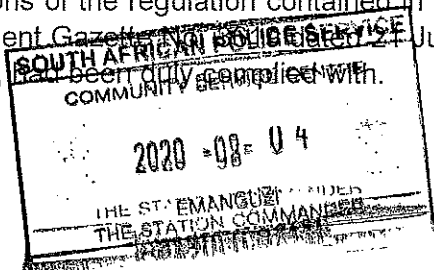
PLACE: EMANGUZI

I undertake to advise the Municipal Manager if there is any change in the nature or detail of my financial interests as stated above.

DEPONENT

I certify that the deponent has acknowledged that he / she knows and understands the contents of this affidavit, which was signed and sworn to before me at EMANGUZI SAPS on 2020-08-04 2020.

After provisions of the regulation contained in Government Gazette No. R1258 published in the Government Gazette, 24 July 1972 and Government No., 1648 dated 19 August 1977, have been duly complied with.



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