

Appendix A



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE LETSEMENG LOCAL MUNICIPALITY
AS REPRESENTED BY THE MUNICIPAL MANAGER**

Tshemedi Lucas Mkhwane

.....
FULL NAMES

AND

Tsietsi Freddy Deeuw

.....
THE EMPLOYEE OF THE MUNICIPALITY

FOR THE
01 JULY 2019 – 30 JUNE 2020

FINANCIAL YEAR: 2019/2020

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Letsemeng Local Municipality herein represented by *Mr Tshemedi Lucas Mkhwane* (full name) in his capacity as the Municipal Manager (Hereinafter referred to as the **Employer** or Supervisor)

And

Mr Tsietsi Freddy Deeuw (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 54A of the Local Government: Municipal Systems Act 32 of 2000 and as amended ("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.
- 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 communicate the employer's performance expectations and accountabilities to the employee, by specifying objectives and targets as defined in the Integrated Development Plan and the Service Delivery and Budget Implementation Plan (SDBIP).
- 2.3 specify accountabilities as set out in a performance plan, which must be in a format substantially compliant to Appendix "A";
- 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 the position; and
- 2.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of performance,

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2019** and will remain in force until **30 June 2020** where after a new Performance Agreement, Performance Plan and Personal Development Plan must be concluded between the parties for each of the following financial years or any portion thereof for the duration of the Agreement of Employment
- 3.2 This Agreement will terminate on the termination of the **Employee's** employment for any reason whatsoever.
- 3.3 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.
- 3.4 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 must immediately be revised.

- 3.5 Any significant amendments or deviations must take cognizance of the requirements of section 34 and 42 of the Systems Act, and regulation 4(5) of the Regulations

4 PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) must 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.

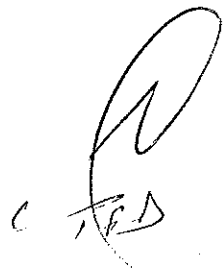
4.2 The performance objectives and targets reflected in Performance Plan must :

- a) Be set by the **Employer** in consultation with the **Employee**;
- b) Be based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and
- c) Include key objectives; key performance indicators; target dates and weightings.

4.3 It is agreed that-

- i. The key objectives describe the main tasks that need to be done.
- ii. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
- iii. The target dates describe the timeframe in which the work must be achieved.
- iv. 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.

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5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces to the Municipality and accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.
- 5.2 The **Employer** must consult the **Employee** about the specific performance standards that are included in the performance management system as applicable to the **Employee**.
- 5.3 The **Employee** must be assessed on his or her performance in terms of the performance indicators identified in the attached Performance Plan and include =
- a) The Key Performance Areas; and
 - b) Core Managerial Competencies
- 5.4 The Key Performance Areas will make up 80% of the **Employee's** assessment score, and will contain the following:

Key Performance Areas (80% of Total)	Weighting
Municipal Transformation and Institutional Development (MTID)	50%
Debt collection/revenue enhancement (RES)	25%
Ensure effective management of the Department	25%
Total	100%

- 5.5 The Core Management Criteria (CMC) will make up the other 20% of the **Employee's** assessment score, and are deemed to be most critical for the **Employee's** specific job should be selected from the list below as agreed between the Employer and **Employee**

CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC)	√	WEIGHT
Strategic Direction and Leadership		10%
Programme and Project Management		10%
Financial Management	compulsory	20

CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC)	√	WEIGHT
Change Management		
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analysis		
People Management and Empowerment	compulsory	15%
Client Orientation and Customer Focus	compulsory	15%
Communication		
Accountability and Ethical Conduct		10
Policy Conceptualisation and implementation		10
Mediation Skills		
Advanced Negotiation Skills		
Advanced influencing skills		
Partnership and Stakeholder Relations		10
Supply Chain Management		
Total percentage	-	100%

6. EVALUATING PERFORMANCE

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

a) the standards and procedures for evaluating the **Employee's** performance; and

b) 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 during the validity of the agreement of Employment

6.3 Personal growth and development needs identified during any performance review discussion, as well as the actions and timeframes agreed to, must be documented in a Personal Development Plan which must be in a format substantially compliant to Annexure "B"

- 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:
- i. An assessment of the achievement of results as outlined in the performance plan;
 - ii. An assessment of 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
 - iii. A rating on the five-point scale for each Key Performance Area; and
 - iv. The use of the applicable assessment rating calculator to add the scores and calculate a final core.
- 6.6. The Core Management Criteria must be assessed –
- (a) according to the extent to which the specified standards have been met.
 - (b) with an indicative rating on the five-point scale for each Criteria; and
 - (d) using the applicable assessment rating calculator to add the scores and calculate a final score.
- 6.7 An overall rating is calculated by using the applicable assessment-rating calculator, which represents the outcome of the performance appraisal, provided that the performance assessment of the Employee will be used on the following rating scale for both Key Performance Indicators and Core Management Criteria



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.					
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.					

Level	Terminology	Description	Rating				
			1	2	3	4	5
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 The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27 (4) (d) and (f) of the Regulations.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** in relation to his / her performance agreement shall be reviewed on any of 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 2019) : 08 – 14 October 2019
Second quarter (October – December 2019) : 13 – 16 January 2020
Third quarter (January – March 2020) : 13 – 20 April 2020
Fourth quarter (April – June 2020) : 13 – 20 July 2020 (*excluding financial information*)

Provided that reviews in the first and third quarter may be verbal if performance is satisfactory

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings *and* feedback must be based on the **Employer's** assessment of the **Employee's** performance.

7.3 The **Employer** may amend the provisions of Performance Plan 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. OBLIGATIONS OF THE EMPLOYER

8.1 The Employer must –

- 8.1.1 create an enabling environment to facilitate effective performance by the employee;
- 8.1.2 provide access to skills development and capacity building opportunities;
- 8.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
- 8.1.4 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
- 8.1.5 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.

9. CONSULTATION

- 9.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will–
- a. have a direct effect on the performance of any of the **Employee**'s functions;
 - b. commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
 - c. Have a substantial financial effect on the **Employer**.



- 9.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-clause (1) above as soon as is practicable to enable the **Employee** to take any necessary action without delay.

10. MANAGEMENT OF EVALUATION OUTCOMES

- 10.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 10.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance, as per regulation 32(2) of the Regulations
- 10.3 In the case of unacceptable performance, the **Employer** shall –
- 10.3.1 must provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
- 10.3.2 may 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.

11. DISPUTE RESOLUTION

- 11.1 Any disputes about the nature of the **Employee's** performance agreement, must be mediated by –
- a. the Member of the Executive Council responsible for local government in the province, in case of the Municipal Manager, or any other person appointed by the said Member of the Executive Council; and
- b. the Mayor, in the case of Managers directly accountable to the Municipal Manager within thirty days or receipt of a formal dispute from the employee
- 11.2 Any disputes about the outcome of the **Employee's** performance evaluation, must be mediated by -


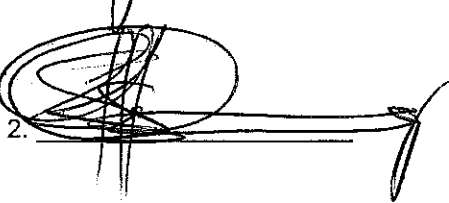
- a. the Member of the Executive Council responsible for local government in the Province, or any other person appointed by the MEC, in the case of the Municipal Manager, and
- b. a Municipal Councillor, in the case of Managers directly accountable to the Municipal Manager, provided such a Councillor was not part of the evaluation panel contemplated in regulation 27(4)(e) of the Regulations, *within thirty days or receipt of a formal dispute from the employee*


12. GENERAL

- 12.1 The employer must make the contents of this agreement and the outcome of any review conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.
- 12.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 12.3 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 Ko FFIE FOM TBM on this the 22 of July 2019

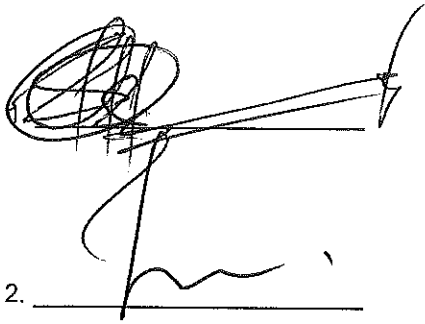
AS WITNESSES:

1. 
 2. 


 EMPLOYEE



AS WITNESSES:


2. _____

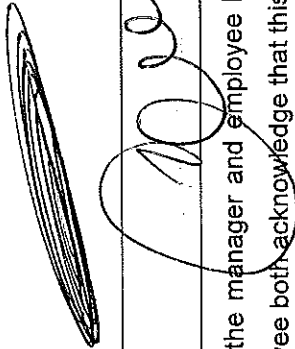
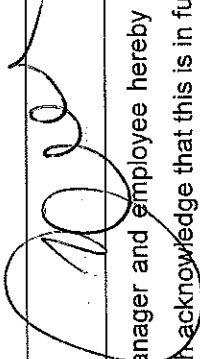


MUNICIPAL MANAGER

ANNEXURE A

PERFORMANCE PLAN

TFD
②

PERFORMANCE SCORECARD – SECTION 50 EMPLOYEE	
Employee Name:	Tsietsi Freddy Deeuw
Job Title:	Director: Corporate Service
Manager:	The Municipal Manager
Position Purpose:	To carry out the functions as Director and head of Corporate Services in the Municipality
The period of this Performance Plan is from 01 July 2019 to 30 June 2020	
Signed and accepted by the Director Corporate Service	
Signed by the Municipal Manager	
Date:	31 July 2019
Date:	31 July 2019
By signing this performance scorecard the manager and employee hereby indicate their full understanding of, and agreement with the contents of the scorecard. The manager and the employee both acknowledge that this is in full compliance with the Municipality's Performance Management Policy.	

1. Purpose

The performance plan defines the council expectation of the Director Corporate Service performance agreement to which this document is attached and Section 57 (5) of the Municipal System 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 and as reviewed annually.

2. Key responsibilities

The following objects of local government will inform the Director Corporate Service 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 organisation in the matters of local government

3. Key Performance Area

The following Key Performance Area (KPAs) as outline in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objective listed in the table below:

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

4. Key Performance Objectives and Indicators, for the Director Corporate Services

The provision and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government Municipal performance Regulations for Municipal Managers and Managers Directly (Regulation No. R805, dated 1 August 2006)

- 4.3 Regulations No.796 (Local Government: Municipal Planning and Performance Management Regulation, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to Chapter 8. (*Must* include, inter alia, tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General's report)
- 4.5 Property Rates Act, 2004
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal System Act 2000, in particular, but not limited to sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager

A handwritten signature in black ink, appearing to be 'TFD' followed by a large, stylized flourish.

MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT

KPI		Unit of Measurement	Evidence	Baseline	BUDGET YEAR 2019/20	PERFORMANCE TARGET 2019/20	1 ST QUARTER 01 JULY – 30 SEPT 2019	2 ND QUARTER 01 OCT – 31 DEC 2019	3 RD QUARTER 01 JAN – 31 MAR 2020	4 TH QUARTER 01 APR – 30 JUN 2020
Corporate Services										
Strategic Objective: An effective administration capable of sustainable service delivery										
Number of Ward Committees established 2019/20 financial year	Number	Advertisement, elections report, attendance registers, appointment letters.	5		OPEX	1 established committee	None	Appointment letters.	None	None
Number of ward committee workshops held 2019/20 financial year	Number	Attendance registers and training report.	2		OPEX	1 Workshop	None	1 Workshop	None	None
Number of Ordinary Council meetings held 2019/20 financial year	Number	Attendance registers and Council minutes, approved schedule of Council meetings	4		OPEX	4 Council meeting	1 Council meeting	1 Council meeting	1 Council meeting	1 Council meeting
Number of Section 79 Committee meetings held 2019/20 financial year	Number	Attendance registers, minutes of committee meetings and approved schedule of committee meetings	0		OPEX	5 committee meetings	1 committee meeting	1 committee meeting	2 committee meeting	1 committee meeting
Number of LLF meetings held 2019/20 financial year	Number	Attendance registers, minutes of LLF meetings and approved schedule of LLF meetings	2		OPEX	2 LLF meetings held	None	1 LLF meeting	None	1 LLF meeting

2019/20 BUDGET AND QUARTERLY PERFORMANCE TARGET									
KPI	Unit of Measurement	Evidence	Baseline	Budget Year 2019/20	Performance Target 2019/20	1 st Quarter 01 JULY – 30 SEPT 2019	2 nd Quarter 01 OCT – 31 DEC 2019	3 rd Quarter 01 JAN – 31 MAR 2020	4 th Quarter 01 APR – 30 JUN 2020
Number of Occupational Health and Safety Committee meetings held 2019/20 financial year	Number	Attendance registers, minutes of committee meetings and approved schedule of committee meetings	0	OPEX	4 Committee meeting	1 Committee meeting	1 Committee meeting	1 Committee meeting	1 Committee meeting
Number of adopted By-laws by Council 2019/20 financial year	Number	Attendance registers of public consultations and approved by-laws, Council resolution.	5	OPEX	6 adopted by-laws.	None	None	6 adopted by-laws.	None
Number of progress reports on Council resolutions submitted to Council 2019/20 financial year	Number	Resolution register and Council resolution.	4	OPEX	4 Progress reports	1 report	1 report	1 report	1 report
Number of Reviewed Organizational Structure approved by Council 2020/21 financial year	Number	Council resolution and organisational structure.	1	OPEX	1 organisational structure	0	0	0	1 organisational structure
Number of WSP developed and submitted to LGSETA by April 2020	Number	WSP and proof of submission to LGSETA	1	OPEX	1 WSP	0	0	0	1 WSP
Number of EE Plan compiled and submitted to DOL by January 2020	Number	EE plan and proof of submission to DOL	1	OPEX	1 EE plan	0	0	1 EE plan	0

2019/20 BUDGET AND QUARTERLY PERFORMANCE TARGET									
KPI	Unit of Measurement	Evidence	Baseline	Budget Year 2019/20	Performance Target 2019/20	1 st Quarter 01 JULY – 30 SEPT 2019	2 nd Quarter 01 OCT – 31 DEC 2019	3 rd Quarter 01 JAN – 31 MAR 2020	4 th Quarter 01 APR – 30 JUN 2020
Number of Customer Care Policy developed and approved by Council 2019/20 financial year	Number	Approved Customer care policy, Service Charter and Council resolution	1	OPEX	1 approved customer care policy	0	0	0	1 approved customer care policy
Number of PPE procured for employees 2019/20	Number	Goods received notes	270	R?	280 PPE procured	0	280 PPE procured	0	0
Number of HR related policies reviewed and approved by Council by 30 June 2020	Number	Integrated HR policy manual and the Council resolution	1	OPEX	1 integrated HR policy manual	0	0	0	1 approved
Number of updates on the strategic risk register 2019/2020 financial year	Number	Reports implementation of risk mitigating plans and evidence.	0	OPEX	4 reports per quarter	1 report	1 report	1 report	1 report
Number of Section 79 Committee meetings held 2019/20 financial year	Number	Attendance registers, minutes of committee meetings and approved schedule of committee meetings	0	OPEX	5 committee meetings	1 committee meeting	1 committee meeting	2 committee meeting	1 committee meeting

Signed and accepted by: IF DEBEN SERVICES

Date: 22 JULY 2019

Signed by the Municipal Manager on behalf of the Letsemeng Local Municipality Council

Date: _____

6. Consolidated Score Sheet

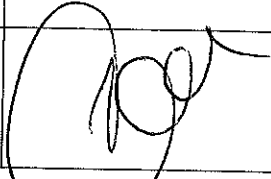
Key Performance Area	Weighting	Municipal Manager's Rating	HOD's Rating	Final / Consolidated Score	Reason for Final Score
1					
2					
3					
4					
5					
6					
7					
Total:	100	Final Score			

7. CONTROL SHEET

TO BE UPDATED BY HOD.

PLANNING PHASE			
Date of 1 st planning meeting		Date of 2 nd planning meeting	
Date copy of performance plan handed to HOD		Municipal Manager	

COACHING PHASE

(Keep a record of meetings held to give feedback to the HOD on performance related issues)			
Date of Feedback Meeting	Performance issue discussed and corrective action to be taken		
Date of formal half year review			
REVIEWING PHASE			
Date Municipal Manager notified of formal review meeting			
Date of 1 st review meeting			
Date of 2 nd Review meeting			
Date of 3 rd Review meeting			
Date of 4 th Review meeting			
Municipal Manager		Signature	22/07/2019

TFD

PERSONAL DEVELOPMENT PLAN (To be completed by the HOD)

MUNICIPALITY: LEISEMENA LM
INCUBENT: T.F DEBUN
SALARY:
JOB TITLE: DIRECTOR; CORPORATE SERVICES
REPORT TO: MUNICIPAL MANAGER

1. What are the competencies required for this job (refer to competency profile of job description)?
PUBLIC ADMINISTRATION
MANAGEMENT
LABOUR RELATION
PROJECT MANAGEMENT

2. What are competencies from the above list, does the job holder already possess?
LABOUR RELATION
PROJECT MANAGEMENT

3. What then are the competency gaps? (if the job holder possesses all the necessary competencies, complete No's 5 and 6).
N/A

4. Actions/Training interventions to address the gaps/needs
N/A

5. Indicate the competencies required for future career progression/development
N/A

TED

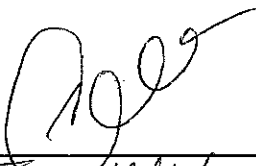
<p>6. Action/Training interventions to address future progression</p> <p>_____</p> <p>_____ N/A _____</p> <p>_____</p>
<p>7. Comments/Remarks of the Incumbent</p> <p>_____</p> <p>_____ N/A _____</p> <p>_____</p>
<p>8. Comments/Remarks of the supervisor</p> <p>_____</p> <p>_____ N/A _____</p> <p>_____</p>

Agreed upon

Signature:

Supervisor:

Date:

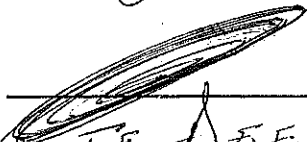


 T. J. McKeown
 22/07/2019
 RW

Signature:

Incumbent:

Date:



 T. J. DEELEN
 22 JULY 2019

LETSEMENG RAAD/ COUNCIL

Private Bag X3
KOFFIEFONTEIN



Phone: 053 3300200
Fax: 053 2050144
E-mail: letse@mweb.

9986

SCCHEDULE 2 OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000 (ACT NO.32 OF 200)

CODE OF CONDUCT FOR MUNICIPAL STAFF MEMEBERS

Definition

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

General conduct

2. 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 5 are promoted;
 - d) Act in the best interest of the municipality and such a way that the credibility and integrity of the municipality are not compromised; and
 - e) Act impartially and treat all people, including other members, equally without favour or prejudice.

Commitment to serving the public interest

3. 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 value and principles of public administration described in section 195(1) of the Constitution;
 - d) Obtain copies of or information about the municipality integrated development plan, and as far as possible within the ambit of the members job description, seek to implement the objective 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 achieve its objective and improve the quality of life of its residents.

Personal gain

4. (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 an 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 part 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.

Disclosure of benefits

5. (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 benefits 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.

Unauthorised disclosure of information

6. (1) A staff member of a municipality may not without permission any privileged or confidential information obtain 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) Declare to be privilege, 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 any national legislation.

Undue influence

7. A staff member of a municipality may not-
- (a) Unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a council or, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for family member, friend or associate;
 - (b) Mislead or attempt to mislead the council, or any structure or functionary of the council, in its consideration of any matter: or
 - (c) Be involved in a business venture with a councillor without prior written consent of the municipality.

Rewards, gifts and favours

8. (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 privilege 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).

Council property

9. A staff member of a municipality may not use, take, acquire, or benefit from any¹ property or asset owned, controlled or managed by the municipality to which that staff member has no right.

Payment of arrears

10. 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.

Participation in election

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

Sexual harassment

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

Reporting duty of staff members

13. 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.


Breach of Code

14. 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.

T.F. DEENW
NAME OF A STAFF MEMBER
DATE 22-7-2019


SIGNATURE

T.L. MKhwane
NAME OF THE EMPLOYER
DATE 22-7-2019


SIGNATURE