

# KWA SANI MUNICIPALITY



**2014/2015**

## PERFORMANCE AGREEMENT

Made and entered into by and between:

**Ms N.C .JAMES**

The Municipal Manager of the Kwa Sani Local Municipality  
(Hereinafter referred to as the "Municipal Manager")

And

**Ms N.C. ZONDI**

The Manager: Corporate Services of the Kwa Sani Local Municipality  
(Hereinafter referred to as "the Manager")

**FOR THE FINANCIAL YEAR: 01 July 2014 to 30 June 2015**

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## INTERPRETATION AND DEFINITION

In this agreement, unless the context indicates otherwise-

- (a) An expression, which denotes any gender, includes the other genders, a natural person includes a judicial person and vice versa, and the singular includes the plural and vice versa;
- (b) Clause headings are for convenience only and will not be used in its interpretation, and the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

**"Agreement"** means this Performance Agreement all Appendices hereto

**"Employee"** means an employee of the Municipality

**"MEC"** means the Member of the KwaZulu-Natal Executive Council responsible for local government

**"MFMA"** means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 2003);

**"Municipality"** means the KWA SANI LOCAL MUNICIPALITY, established in terms of Structures Act;

**"Parties"** means the Municipality and the Employee;

**"Regulations"** means the Local Government: Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006, promulgated in the Government Gazette as Regulation notice 805 on 1 August 2006,

**"Structures Act"** means the Local Government: Municipal Structures Act, 2000 (Act No.117 of 1998); and

**"Systems Act"** means the Local Government: Municipal Systems Act, 2000 (act No. 32 of 200), and the Regulations promulgated in this Act;

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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 Core Managerial Competencies (CMCs) respectively.

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

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

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

Key Performance Areas (KPA's)	Weighting
Spatial and environmental	5
Service Delivery & Infrastructure	5
Local Economic Development (LED) & Social Development	5
Municipal Transformation and Organisational Development	70
Municipal Financial Viability and Management	5
Good Governance and Public Participation	10
Total	100%

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

**CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES**

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## 6.4 CORE COMPENCEY LEVEL

LEADING COMPETENCIES		Weight
Strategic Direction and Leadership	<ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organisational Awareness</li> </ul>	10
People Management	<ul style="list-style-type: none"> <li>• Human Capital Planning and Development</li> <li>• Diversity Management</li> <li>• Employee Relations Management</li> <li>• Negotiation and Dispute Management</li> </ul>	30
Program and Project Management	<ul style="list-style-type: none"> <li>• Program and Project Planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Program and Project Monitoring and Evaluation</li> </ul>	5
Financial Management	<ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>	5
Change Leadership	<ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and Improvement</li> <li>• Change Impact Monitoring and Evaluation</li> </ul>	5
Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>	10
CORE COMPETENCIES		
Moral Competence		5
Planning and Organising		10
Analysis and Innovation		5
Knowledge and Information Management		5
Communication		5
Results and Quality Focus		5
<b>TOTAL</b>		<b>100</b>

## 7. EVALUATING PERFORMANCE

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

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

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

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

and

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

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

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

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

7.5 The annual performance appraisal will involve:

7.5.1 Assessment of the achievement of results as outlined in the performance plan:

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

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

(c) The applicable assessment rating calculator (refer to paragraph

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

7.5.2 Assessment of the CMCs

(a) Each CMC should be assessed according to the extent to which the specified standards have been met.

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

(c) The applicable assessment rating calculator (refer to paragraph

6.5.1) must then be used to add the scores and calculate a final CMC score.

7.5.3 Overall rating

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

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appraisal.

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

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					

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		and indicators as specified in the PA and Performance Plan.	
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.	
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.	

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

7.7.1 Municipal Manager

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**PERSONEL DEVELOPMENT PLAN : CORPORATE SERVICES  
ANNEXURE B**

AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE	PROGRESS	BARRIES	BARRIERS ACTION TO OVERCOME BARRIES
Human Resources	Human Resource Development	30 June 3015	Seeking for an accredited institution	N/A	N/A
Disciplinary enquiries / process & procedures	SALGA Disciplinary Training	30 June 2015	Seeking for Service Provider	SALGA did not prive trainings in 13/14 YR	Seek a service provider
Management Development	CPMD	30 August 2014	The first seven modules have been completed, now I am doing the last 4 additional module with WITS Business School	N/A	To perform duties efficiently and effective



Act No. 32, 2000 LOCAL GOVERNMENT  
MUNICIPAL SYSTEMS ACT, 2000

SCHEDULE 2

CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

[Sch. 2 amended by s. 29 of Act No. 44 of 2003.]

1. Definitions.—In this Schedule "partner" means a person who permanently lives with another person in a manner as if married.
2. General conduct.—A staff member of a municipality must at all times—
  - (a) loyally execute the lawful policies of the municipal council;
  - (b) perform the functions of office in good faith, diligently, honestly and in a transparent manner;
  - (c) act in such a way that the spirit, purport and objects of section 50 are promoted;
  - (d) act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
  - (e) act impartially and treat all people, including other staff members, equally without favour or prejudice.
3. Commitment to serving the public interest.—A staff member of a municipality is a public servant in a developmental local system, and must accordingly—
  - (a) implement the provisions of section 50 (2);
  - (b) foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
  - (c) promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
  - (d) obtain copies of or information about the municipality's integrated development plan, and as far as possible within the ambit of the staff member's job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;
  - (e) participate in the overall performance management system for the municipality, as well as the staff member's individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.
4. Personal gain.—(1) A staff member of a municipality may not—
  - (a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or
  - (b) take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not—

- (a) be a party to a contract for—
  - (i) the provision of goods or services to the municipality; or
  - (ii) the performance of any work for the municipality otherwise than as a staff member;
- (b) obtain a financial interest in any business of the municipality; or
- (c) be engaged in any business, trade or profession other than the work of the municipality.

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

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

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

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

- (a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
- (b) discussed in closed session by the council or a committee of the council;
- (c) disclosure of which would violate a person's right to privacy; or
- (d) declared to be privileged, confidential or secret in terms of any law.

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

7. Undue influence.—A staff member of a municipality may not—

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

8. Rewards, gifts and favours.—(1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for —

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



**CONFIDENTIAL FINANCIAL DISCLOSURE FORM (DECLARATION OF INTEREST) EMPLOYEES**

I, the undersigned (surname and initials) Zonisi N. E. of

43 Himeville, 325C  
(Postal address)

and

32 Arbuckle Street, Himeville  
325C (Residential address)

employed as Manager: Corporate Services at the KWASSAN Local Municipality hereby certify that the following information is complete and correct to the best of my Knowledge.

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

*See information sheet : Note (1)*

Number of shares / extend of financial interest	Nature	Nominal value	Name of Company or entity
	NONE		

**2. Directorships and Partnerships**

*See information sheet : Note (2)*

Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or income
	NONE	

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

*See information sheet: Note (3)*

Name of employer	Type of work	Amount of Remuneration or income
NO		

Council sanction confirmed :

\* Signature of Municipal Manager : \_\_\_\_\_ Date : \_\_\_\_\_

**4. Consultancies and retainership**

*See information sheet: Note (4)*

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

**5. Sponsorships**

*See information sheet: Note (5)*

Source of sponsorship	Description of sponsorship	Value of sponsorship
N/A		

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

*See information sheet: Note (6)*

Description	Value	Source
NONE		

**7. Land and property**

*See information sheet: Note (7)*

Description	Extent	Area	Value
NONE			

Donald

SIGNATURE OF EMPLOYEE

DATE: 18/07/2014

PLACE: Himeville

OATH/AFFIRMATION

1. I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence :

(i) Do you know and understand the contents of the declaration?

Answer Yes

(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer NO

(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer Yes

2. I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

David Adam

Commissioner of Oath/Justice of the Peace

DA

05/08/14

Commissioner of Oath

Full first names and surname: DAVID ADAM (Block letters)

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

Street address of institution: 32 ARBUCKLE ST  
HIMEVILLE 3256.

Date: 05/08/14

Place: HIMEVILLE.

[Signature]  
CONTENTS NOTED - MUNICIPAL MANAGER  
DATE: 05/08/2014

Manager : Corporate Services – Mrs Nonhlanhla .C . MaZondi Mohau

Competency Framework Structure

LEADING COMPETENCIES		Weight
Strategic Direction and Leadership	<ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organisational Awareness</li> </ul>	10
People Management	<ul style="list-style-type: none"> <li>• Human Capital Planning and Development</li> <li>• Diversity Management</li> <li>• Employee Relations Management</li> <li>• Negotiation and Dispute Management</li> </ul>	30
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Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>	10
CORE COMPETENCIES		
Moral Competence		5
Planning and Organising		10
Analysis and Innovation		5
Knowledge and Information Management		5
Communication		5
Results and Quality Focus		5
<b>TOTAL</b>		<b>100</b>

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Manager : Community Services – Ms Sue McAlister

Competency Framework Structure

LEADING COMPETENCIES		Weight
Strategic Direction and Leadership	<ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organisational Awareness</li> </ul>	10
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Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>	5
CORE COMPETENCIES		
Moral Competence		5
Planning and Organising		15
Analysis and Innovation		5
Knowledge and Information Management		5
Communication		5
Results and Quality Focus		5
<b>TOTAL</b>		<b>100</b>

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