Umzumbe
MUNICIPALITY

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MUNICIPALITY OF **UMZUMBE**,

AS REPRESENTED BY ACCOUNTING OFFICER

THEMBINKOSI P CELE

MUNICIPAL MANAGER

(EMPLOYER)

AND

KUSHI AUDAN

CHIEF FINANCIAL OFFICER (CFO)

(EMPLOYEE)

FOR THE FINANCIAL YEAR:

1 JULY 2021– 30 JUNE 2022

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PERFORMANCE AGREEMENT

ENTERED INTO AND BETWEEN:

The Municipality of Umzumbe herein represent by

THEMBINKOSI P CELE in his capacity as Municipal Manager (herein after referred to as the Employer or Reporting Officer)

and

KUSHI AUDAN as Employee of the Municipality of Umzumbe (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

INTRODUCTION

- 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".

- Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the parties to conclude an Annual Performance Agreement.

- 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.

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

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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. 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;

2.3. Specify accountabilities as set out in the Performance Plan (Annexure A);

2.4. Monitor and measure performance against set targeted outputs;

2.5. 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;

2.6. Appropriately reward the Employee in accordance with the Employer's Performance Management policy in the event of outstanding performance; and

2.7. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

3.1. This Agreement will commence on the ....**01 July 2021**................ and

will remain in force until ....**30 June 2022**....where after 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

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replaces this Agreement at least once a year by not later than the beginning of each successive financial year.

3.3. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

3.4. The content of this Agreement may be revised at any time during the above mentioned period to determine the applicability of the matters agreed upon.

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

4. PERFORMANCE OBJECTIVES

4.1. The Performance Plan (Annexure A) sets out:

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

4.1.2. The time frames within which those performance objectives and

targets must be met.

4.2. The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weighting.

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.

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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 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 (KPA's) and the Core Managerial Competencies (CMC's) respectively.

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

6.2.3. KPA's covering the main areas of work will account for 80% and CMC's will account 20% of the final assessment.

6.3. The Employee's assessment will be based on his 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

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assessment result as per the weightings agreed to between the Employer and Employee.

KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
Basic Service Delivery	
Municipal Institute Development and Transformation	
Local Economic Development (LED)	
Municipal Financial Viability and Management	100%
Good Governance and Public Participation	
Cross cutting measures	
Total	100%

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

CMC's that are deemed to be most critical for the Employee's specific job should be selected from the list below as agreed to between the Employer and Employee:

LEADING COMPETENCIES		
		WEIGHT %
Strategic Direction and Leadership	Impact and Influence	10
	Impact and Influence Institutional Performance	
	Management Strategic Planning and Management	
	Organisational Awareness	
People Management	Human Capital Planning and Development	10
	Diversity Management	
	Employee Relations Management	
	Negotiation and Dispute Management	
Program and Project Management	Program and Project Planning and Implementation	10
	Service Delivery Management	
	Program and Project Monitoring and Evaluation	
Financial Management	Budget Planning and Execution	50
	Financial Strategy and Delivery	
	Financial Reporting and Monitoring	
Change Leadership	Change Vision and Strategy	10
	Process Design and Improvement	
	Change Impact Monitoring and Evaluation	
Governance Leadership	Policy Formulation	10
	Risk and Compliance Management	
	Cooperative Governance	
TOTAL		**100%**

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CORE COMPETENCIES		
		WEIGHT%
Moral Competence		10
Planning and Organising		40
Analysis and Innovation		10
Knowledge and Information Management		20
Communication		10
Results and Quality Focus		10
TOTAL		**100%**

EVALUATING PERFORMANCE

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

7.1.1. The standards and procedures for evaluating Employee's performance; and

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

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

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

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

7.5. The annual performance appraisal will involve:

7.5.1. Assessment of the achievement of results as outlined in the Performance plan:

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

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

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

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7.5.2. Assessment of the CMC's

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

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

(c). The applicable assessment rating calculator (refer to Paragraph 6.5.1) must then be used to add the scores and calculate a final CMC score.

7.5.3. Overall Rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such 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:

7.6.1. KPA'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	

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		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.	

7.6.2. LEADING COMPETENCIES

Level	Terminology	Description	Rating
4	SUPERIOR	Structure and position the institution to local government priorities Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework Hold self-accountable for strategy execution and results Provide impact and influence through building and maintaining strategic relationships Create an environment that facilitates loyalty and innovation Display a superior level of self- discipline and integrity in actions Integrate various systems into a collective whole to optimise institutional performance management Uses understanding of competing interests to manoeuvre successfully to a win/win outcome	
3	ADVANCED	Evaluate all activities to determine value and alignment to strategic intent Display in-depth knowledge and understanding of strategic planning Align strategy and goals across all functional areas Actively define performance measures to monitor the progress and effectiveness	

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		of the institution Consistently challenge strategic plans to ensure relevance Understand institutional structures and political factors, and the consequences of actions Empower others to follow strategic direction and deal with complex situations Guide the institution through complex and ambiguous concern Use understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances	
2	COMPETENT	Give direction to a team in realising the institution's strategic mandate and set objectives Has a positive impact and influence on the morale, engagement and participation of team members Develop actions plans to execute and guide strategy implementation Assist in defining performance measures to monitor the progress and effectiveness of the institution Displays an awareness of institutional structures and political factors Effectively communicate barriers to execution to relevant parties Provide guidance to all stakeholders in the achievement of the strategic mandate Understand the aim and objectives of the institution and relate it to own work	
1	BASIC	Understand institutional and departmental strategic objectives, but lacks the ability to inspire others to achieve set mandate Describe how specific tasks link to institutional strategies but has limited influence in directing strategy Has a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole Demonstrate a basic understanding of key decision- makers	

7.7. For purpose of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established in assessing the Managers reporting directly to the Municipal Manager:

7.7.1. Municipal Manager;

7.7.2. Chairperson of the Audit Committee;

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7.7.3. Ward Committee Member (on a rotational basis), where applicable;

7.7.4. Member of the Mayoral Committee; and

7.7.5. 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 (year)
Second quarter	:	October – December (year)
Third quarter	:	January – March (year)
Fourth quarter	:	April – June (year)

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 Employee's performance.

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

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

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing development gaps forms part of CMC's and COC's.

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 to meet the performance objectives and targets established in term of this Agreement; and

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

11. CONSULTATION

11.1. The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others:

11.1.1. A direct effect on the performance of any of the Employee's functions;

11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3. A substantial financial effect on the Employer.

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

12. 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. A performance bonus of 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

12.3. The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of least twelve months (12) service at current remuneration package 30 June (end of financial year) subject to a fully effective assessment.

12.4. In the case of unacceptable performance, the Employer shall:

12.4.1. Provide systematic remedial of development support to assist the Employee to improve his or her performance; and

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

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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 19.3 of the Contract of Employment shall apply.

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 contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

Thus done and signed at UMZUMBE on this the 1st day of

(Month) JULY (Year) 2021

AS WITNESSES:

- ....
- ....

.... EMPLOYEE

AS WITNESSES:

1. ....
2. ....

.... EMPLOYER

Umzumbe
MUNICIPALITY

BUILDING A BETTER FUTURE

PERSONAL DEVELOPMENT PLAN (PDP)

Entered into by and between

THE MUNICIPALITY OF UMZUMBE
AS REPRESENTED BY THE MUNICIPAL MANAGER

MR T.P.CELE

[THE EMPLOYER]

AND

MR K AUDAN

[THE EMPLOYEE]

A CONTRACTUAL EMPLOYEE OF THE MUNICIPALITY

PERIOD: 1 JULY 2021 – 30 JUNE 2022

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1 PERSONAL DEVELOPMENT PLAN

1.1.1 A Municipality should be committed to:

(a) the continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees and

(b) managing training and development within the ambit of relevant national policies and legislation.

1.1.2 A Municipality should follow an integrated approach to Human Resource Management, that is:

(a) Human Resource Development forms an integral part of human resource planning and management.

(b) In order for training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals and career pathing.

(c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs can be identified through performance management and appraisal.

(d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Mangers are attached and these should be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.

(e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality in a specific financial year and report on

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progress made to the Local Government Sector Education and Training Authority.

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

1.1.4 Compiling the Personal Development Plan attached at Appendix.

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

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

i. Organisational needs, which include the following:

- Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
- The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
- Specific competency gaps as identified during the probation period find performance appraisal of the employee.

ii. Individual training needs that are job/career related.

(c) Next, the prioritisation of the training needs [1 to...] should be listed since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritized for purposes of accommodating critical/strategic training and development needs in the HR Plan, Personal Development Plans and Workplace Skills Plan.

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

(e) An appropriate intervention should be identified to address training needs/skills gaps and the outcome to be achieved but with due regard to cost effectiveness. These should be listed in column 2 of Appendix 1, entitled: Suggested training and/or development activity in line with the National Qualifications Framework which could enable the trainee to obtain recognition towards a qualification for training undertaken. It is important to determine through the Training/Human Resource Development/Skills Development Unit within the municipality whether unit standards have been developed and registered with the South African Qualifications Authority that are in line with the skills gap and expected outcomes identified. Unit standards usually have measurable assessment criteria to determine achieved competency.

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

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

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

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

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

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APPENDIX

Personal Development Plan of: MR K AUDAN

Compiled on: 29 JUNE 2021

1. Skills Performance Gap (in order of priority)	2. Outcomes Expected (measurable indicators: quantity, quality and time frames)	3. Suggested training and /or development activity	4. Suggested mode of delivery	5. Suggested Time Frames	6. Work opportunity created to practice skill/development area	7. Support Person
1. Maintaining continuing professional development as a Chartered Accountant (CA).	Knowledge and application of : Financial management principles, Strategic capability & Leadership, Performance management & Reporting, Interpretation & implementation within the legislation and national policy, People management &	Membership with SAICA renewed by ensuring that the municipality pays for my subscription to SAICA. By attendance of training courses, workshops, seminars and conferences for continuous application of skills.	External Service Provider - attendance of lectures, training courses, workshops, seminars and conferences	1 July 2021 to 30 June 2022	Keeping up to date with financial standards and the application thereof within the municipality.	Municipal Manager and the Director: Corporate Services.

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	empowerment, Client orientation & customer focus.					
2.Executive Leadership	To sharpen and broaden the scope of managing the municipality as a business model.	Masters in Commerce (MCom)	Approved tertiary institution - attendance of lectures.	1 July 2021 to 30 June 2024	Management of the finance and operations within the municipality.	Director: Corporate Services

Signed and accepted by the Employee

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Date: 1/07/2021

Signed by the Municipal Manager on behalf of the Municipality

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Date: 01/07/2021

Umzumbe
MUNICIPALITY

CODE OF CONDUCT

FOR

UMZUMBE MUNICIPAL EMPLOYEES

1. INTRODUCTION

Umzumbe 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 subscribe and comply with relevant legislations.

3. SCOPE OF APPLICATION

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

4. LEGISLATIVE MANDATES

4.1. Labour Relations Act, 66 of 1995

4.2 Local Government Municipal Systems Act, 32 of 2000

4.3 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 Act are promoted;

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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 been couraged 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 presentation.

5.3 Commitment to serving the public interest.

5.3.1 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 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

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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 an 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 discloses any privileged or confidential information obtain 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

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- 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 councillor, with a view to obtain 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 councillor 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 favour 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.

TPC

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.

I KUSHI AUDAN (Full Names and Surname) agree that I have read and understood the code of conduct for Umzumbe Municipality as it is stipulated in the Local Government Municipal Systems Act, 32 of 2000. I understand that this is the code that governs all Umzumbe municipal employees.

SIGNATURE

01/07/2021

DATE

Umzumbe
MUNICIPALITY

DISCLOSURE FORM FOR BENEFITS AND INTERESTS

I, the undersigned (Surname and Initials) AUDAN K

Postal Adress P.O. BOX 466, PORT SHEPSTONE 4240

Residential Adress 23 KING HAAKON ROAD, OSLO BEACH

Position held CHIEF FINANCIAL OFFICER

Tel: 039 972 0005 Fax: 039 972 0099

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
	NONE		

2. Interest in a Trust

Name of Trust	Amount of remuneration/income
NONE	

3. Membership, directorship and partnerships

Name of corporate entity, partnership or firm	Type of business	Amount of remuneration/income
	NONE	

4. Remunerated work outside the municipality

Name of employer	Type of work	Amount of remuneration/income
	NONE	

CONFIDENTIAL

Signature by Municipal Manager [signature] Date 01/07/2021

5. Consultancies, Retainerships and Relationships			
Name of client	Nature	Type of business activity	Value of any benefits received
	NONE		

6. Subsidies, Grants and Sponsorships by any organisation		
Source of assistance	Description of assistance	Value of assistance
	NONE	

7. Gifts, Hospitality from source rather than a family member		
Description	Value	Member
	NONE	

8. Land and Property			
Description	Extent	Area	Value
23 KING HAAKON OSLO BEACH	-	-	-

SIGNATURE OF EMPLOYEE

DATE 01/07/2021

PLACE UMZUMBE

SIGNATURE OF MUNICIPAL MANAGER

DATE 01/07/2021

PLACE UMZUMBE LM

	STRATEGIC GOALS		STRATEGIC OBJECTIVES		STRATEGIES	BASELINE/STATUS QUO	KPI MEASURE	PROJECTS ID & NAME/ANNUAL TARGET	PROJECT SEGMENT	FUNCTION	REGIONAL IDENTIFIER/WARD	TOTAL BUDGET ESTIMATE/INFORMATION: OPEX VOTE	CAPEX VOTE	REVENUE VOTE	FUNDING SOURCE	PERFORMANCE TARGET AND PROJECTED BUDGET PER QUARTER: QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	PORTFOLIO OF EVIDENCE	RESPOSNSIBLE DEPARTMENT/STAKEHOLDERS	COMMENTS	WEIGHTING	OWN RATING (1-5)	RATING BY PANEL MEMBER (1-5)
														MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT											
2	To improve the overall financial management in the Municipality by developing and implementing appropriate financial management policies, procedures and systems	2.1	To ensure that the municipality is complying with the budget, reporting & SCM statutory requirements.	2.1.1	Preparation of Annual Budget	2021/2022 Annual Budget	Date 2022/2023 Annual Budget approved	Approved 2022/2023 Annual Budget by 31 May 2022	Typical work stream	Finance and Administration: Budget and Treasury Office	Whole of municipality	N/A	N/A	N/A	N/A	Adopt budget process plan by 31 August 2021	N/A	Adopt Draft 2022/2023 Budget for public comments and advertise budget thereafter	Adopt Final 2022/2023 Annual Budget	Q1,Q3,Q4: Council Resolutions	Finance Department / Budget, Revenue & Treasury unit		25		
												N/A	N/A	N/A		N/A	N/A	N/A							
				2.1.2	Preparation of mid-year performance assessment and adjustment budget	2020/2021 Adjusted Budget & Mid Year performance assessment	Date 2021/2022 Mid Year performance assessment and adjustment budget approved	Approve 2021/2022 Mid Year performance assessment by 25 January 2022 and adjustment budget by 28 February 2022	Typical work stream	Finance and Administration: Budget and Treasury Office	Whole of municipality	N/A	N/A	N/A	N/A	N/A	N/A	Approve 2021/2022 Mid Year performance assessment by 25 January 2022 and adjustment budget by	N/A	Q3:Council Resolution	Finance Department / Budget, Revenue & Treasury unit		20		
												N/A	N/A	N/A		N/A	N/A	N/A	N/A						
				2.1.3	Preparation of monthly budget statements in terms of section 71 of the MFMA	12 Monthly Financial Reports Submitted to the EXCO	No of Monthly Financial Reports Submitted to the EXCO	12 Monthly Financial reports submitted to the EXCO	Typical work stream	Finance and Administration: Budget and Treasury Office	Whole of municipality	N/A	N/A	N/A	N/A	3	3	3	3	Q1-Q4:EXCO Resolutions	Finance Department / Budget, Revenue & Treasury unit		11		
												N/A	N/A	N/A		N/A	N/A	N/A	N/A						
				2.1.4	Preparation of GRAP compliant annual financial statements	2019/2020 AFS	Date of submission of Annual Financial Statements for 2020/2021	Annual Financial Statements for 2020/2021 submitted by 31 August 2021	Typical work stream	Finance and Administration: Budget and Treasury Office	Whole of municipality	R 195 000	N/A	N/A	FMG	Review and submit AFS 2020/2021 to Audit Committee & Auditor General by 31 August	N/A	N/A	N/A	Q1: Acknowledgement of Receipt and copy of AFS 2020/2021	Finance Department / Budget, Revenue & Treasury unit		20		
												4426-02-0201	N/A	N/A		R 195 000	N/A	N/A	N/A						
				2.1.5	Addressing AG audit queries through formulation of corrective action plan	2019/2020 Audit Report & Corrective action plan	Date of Submission	Submit 2020/2021 Audit Report and Corrective action plan to Council by 31 January 2022	Typical work stream	Finance and Administration: Budget and Treasury Office	Whole of municipality	N/A	N/A	N/A	N/A	N/A	N/A	Table 1 Audit Report and corrective action plan to Council by 31 January 2022	N/A	Q3:Council Resolution	Finance Department / Budget, Revenue & Treasury unit		10		
												N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
				2.1.6	Recording all transactions accurately and completely	12	Number of cash books	12 Updated cash books	Typical work stream	Finance and Administration	Whole of municipality	N/A	N/A	N/A	N/A	3	3	3	3	Cash book (Q1-Q4)	Finance Department / Expenditure & Assets unit		1		
												N/A	N/A	N/A	N/A										
						12	Number of updated General Ledger	12 Updated General Ledger	Typical work stream	Finance and Administration	Whole of municipality	N/A	N/A	N/A	N/A	3	3	3	3	General Ledger (Q1-Q4)	Finance Department / Expenditure & Assets unit		1		
												N/A	N/A	N/A	N/A										
						12	Number of Bank reconciliations	12 Bank reconciliations	Typical work stream	Finance and Administration	Whole of municipality	N/A	N/A	N/A	N/A	3	3	3	3	Bank Reconciliation (Q1-Q4)	Finance Department / Expenditure & Assets unit		1		
												N/A	N/A	N/A	N/A										
						12	Number of Creditors Reconciliations	12 Creditors reconciliations	Typical work stream	Finance and Administration	Whole of municipality	N/A	N/A	N/A	N/A	3	3	3	3	Creditors Reconciliation (Q1-Q4)	Finance Department / Expenditure & Assets unit		1		
												N/A	N/A	N/A	N/A										
						12	Number of Debtors Reconciliations	12 Debtors reconciliations	Typical work stream	Finance and Administration	Whole of municipality	N/A	N/A	N/A	N/A	3	3	3	3	Debtors Reconciliation (Q1-Q4)	Finance Department / Budget, Revenue & Treasury unit		1		
						12	Number of VAT 201 returns submitted	Submission of 12 VAT 201 returns to SARS	Typical work stream	Finance and Administration	Whole of municipality	N/A	N/A	N/A	N/A	Submit 3 VAT returns	Submit 3 VAT returns	Submit 3 VAT returns	Submit 3 VAT returns	VAT Returns and SARS statement (Q1-Q4)	Finance Department / Expenditure & Assets unit		1		
												N/A	N/A	N/A		N/A	N/A	N/A	N/A						
				2.1.7	Implementation of Supply Chain Management Policy	2019/2020 Bid Committee Reports	Percentage	4 reports on Adjudication of Projects within 90 days of closing date	Typical work stream	Finance and Administration: Supply Chain Management	Whole of municipality	N/A	N/A	N/A	N/A	1	1	1	1	4 reports on Adjudication of Projects within 90 days of closing date	Finance Department / Supply Chain Management unit		1		
												N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
						Adopted 2020/2021 SCM Policy	Date of adoption of Reviewed SCM Policy	Adopt Reviewed SCM Policy by 30 June 2022	Typical work stream	Finance and Administration: Supply Chain Management	Whole of municipality	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Adopt SCM Policy by the 30 June 2022	Q4:Council Resolution for budget related policies	Finance Department / Supply Chain Management unit		1		
												N/A	N/A	N/A		N/A	N/A	N/A	N/A						
						Register of Deviations & UIFW expenditure (Unauthorised, Irregular, Fruitless & Wasteful expenditure)	No. of quarterly Deviations & UIFW expenditure registers submitted to	4 Quarterly Deviations & UIFW expenditure registers submitted to COGTA	Typical work stream	Finance and Administration: Supply Chain Management	Whole of municipality	N/A	N/A	N/A	N/A	1	1	1	1	Q1-Q4:Quarterly registers	Finance Department / Supply Chain Management unit		1		
												N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
				2.1.8	Development of Annual Procurement Plan	2020/2021 Procurement Plan	Date of approval of Procurement Plan	Approved Procurement Plan by 30 June 2022	Typical work stream	Finance and Administration: Supply Chain Management	Whole of municipality	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Approve Procurement Plan by	Procurement Plan	Finance Department / Supply Chain Management unit		1		
												N/A	N/A	N/A		N/A	N/A	N/A	N/A						
				2.1.9	Timeous payment of service providers upon receipt of invoices (30 days)	Payments made within 30 days	Percentage payment of service providers within 30 days on receipt of invoice	100% payment of service providers within 30 days on receipt of invoice	Typical work stream	Finance and Administration	Whole of municipality	N/A	N/A	N/A	N/A	100% payment of service providers within 30 days on receipt of invoice	100% payment of service providers within 30 days on receipt of invoice	100% payment of service providers within 30 days on receipt of invoice	100% payment of service providers within 30 days on receipt of invoice	Q1-Q4: Payment vouchers report	Finance Department / Expenditure & Assets unit		1		
												N/A	N/A	N/A		N/A	N/A	N/A	N/A						
		2.2	To ensure accurate billing and improved revenue collection	2.2.1	Maintenance of valuation roll	2020/2021 Valuation roll	Number of post billing reports and valuation rolls	4 post billing reports and 1 approved General valuation roll	Typical work stream	Finance and Administration	Whole of municipality	R 600 000	N/A	N/A	FMG	1 General Valuation Roll & 1 post billing report	1 post billing report	1 post billing report	1 post billing report	Q1: 1 Soft copy of Valuation roll Q1-Q4: 4 Billing reports	Finance Department / Budget, Revenue & Treasury unit		1		
												4477-02-0201	N/A	N/A		R 150 000	R 150 000	R 150 000	R 150 000						
		2.3	To ensure sound asset management	2.3.1	Update GRAP compliant assets register corresponding to the General Ledger	2019/2020 Assets Register	Date of finalisation of GRAP compliant asset register	GRAP compliant asset register by 31 August 2021	Typical work stream	Finance and Administration	Whole of municipality	R 650 000	N/A	N/A	FMG	GRAP compliant asset register by 31 August 2021	N/A	N/A	N/A	Q1:Soft copy assets of Register	Finance Department / Assets & Expenditure		2		
												3700-02-0201; 4426-02-0201	N/A	N/A		R 650 000	N/A	N/A	N/A						
																						Grand Total	100		

MM Signature.............................

CFO Signature ....