



# **PERFORMANCE AGREEMENT**

**Made and entered into by and between**

**Thovhedzo Nathaniel Tshwanammbi**  
**The Municipal Manager**  
**of**  
**Musina Local Municipality**  
**("The Municipal Manager")**

**And**

**Livhuani Thomas Nephawé**  
**The Chief Financial Officer**  
**of**  
**Musina Local Municipality**  
**("The Manager")**

**for the financial year:**  
**1 July 2021 to 30 June 2022**

**WHEREBY IT IS AGREED AS FOLLOWS:**

**1. INTRODUCTION**

- 1.1 The Municipality has, in terms of Section 56(1) (ii) of the Local Government: Municipal Systems Act, No. 32 of 2000 ("the Systems Act") entered into a contract of employment with the Manager for a period of 5 years, commencing on 01 August 2018.
- 1.2 Section 57(1) (b) of the Systems Act, requires that the manager concludes 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 Manager 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), (4B) and (5) of the Systems Act as well as the contract of employment entered into by the Parties.
- 1.5 In this Agreement the following words will have the meaning ascribed thereto:

"This Agreement" - means the performance agreement between the Municipality and the Manager and the annexures thereto.

"The Executive Authority" - means council of the Municipality constituted in terms of Section 43 of the Local Government: Municipal Structures Act as represented by its chairperson, the Mayor.

"The Manager" - means a General Manager directly accountable to the Municipal Manager appointed in terms of Section 56(a) of the Systems Act.

"the Municipal Manager" - means the Municipal Manager appointed in terms of Section 82 of the Local Government: Municipal Structures Act, No. 117 of 1998 as well as Section 54A of the Local Government: Municipal Structures Act, No. 117 of 1998.

"The Municipality" - means the Musina Local Municipality.

"The Parties" - means the Mayor / Municipal Manager and the Manager.

**2. PURPOSE OF THIS AGREEMENT**

- 2.1 The Parties agree that the purposes of this Agreement are to:

- 2.1.1. comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the contract of employment entered into between the Parties;
- 2.1.2. specify objectives and targets defined and agreed with the Manager and to communicate to the Manager the Municipality's expectations of the Manager's performance and accountability in alignment with the Integrated Development Plan (IDP), the Service Delivery Business Implementation Plan (SDBIP) and the budget of the Municipality;
- 2.1.3. specify accountabilities as set out in Annexure A;
- 2.1.4. monitor and measure performance against targeted outputs and outcomes;
- 2.1.5. use Annexures A, B and C as a basis for assessing the Manager for permanent employment and/or to assess whether the Manager has met the performance expectations applicable to his/her job;
- 2.1.6. appropriately reward the Manager in accordance with the Municipality's performance management policy in the event of outstanding performance;
- 2.1.7. Establish a transparent and accountable working relationship; and give effect to the Municipality's commitment to a performance-orientated relationship with its Manager in attaining equitable and improved service delivery.

### **3. COMMENCEMENT AND DURATION**

- 3.1 Notwithstanding the date of signature this Agreement will commence on the 1<sup>st</sup> July 2021 and will remain in force until a new performance agreement including a Performance Plan and Personal Development Plan is concluded between the Parties as contemplated in Clause 3.2.
- 3.2 The Parties will review the provisions of this Agreement during June each year. The Parties will conclude a new performance agreement including a Performance Plan and Personal Development Plan that replaces this Agreement at least once a year by not later than the 31<sup>st</sup> of July each year.
- 3.3 The payment of the performance bonus is determined by the performance score obtained during the annual performance assessment as informed by the quarterly performance assessments.
- 3.4 The payment of a performance bonus for the year in which the Manager's contract of employment expires will be done as set out in clause 3.3 and the bonus so determined will be paid to the Manager on the last day of his/her employment or, subject to legal requirements, as soon as possible thereafter.
- 3.5 In the event of the Manager commencing or terminating his services with the Municipality during the validity period of this Agreement, the Manager's performance for the portion of the period referred to in clause 3.1 during which he was employed, will be evaluated and he will be entitled to a pro rata performance bonus based on his evaluated performance and the period of actual service.
- 3.6 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon by the Parties.
- 3.7 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.
- 3.8 This Agreement will terminate on the termination of the Manager's contract of employment for any reason.

### **4. PERFORMANCE OBJECTIVES**

- 4.1 The Performance Plan in Annexure A sets out:
  - 4.1.1 The performance objectives and targets which must be met by the Manager; and
  - 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The Core Competency Requirements (CCRs) set the management skills regarded as critical to the position held by the Manager.
- 4.3 The Personal Development Plan in Annexure B sets out the Manager's personal developmental requirements in line with the objectives and targets of the Municipality.
- 4.4 The performance objectives and targets reflected in Annexure A are set by the Municipality in consultation with the Manager and based on the IDP, SDB/P and the budget of the Municipality, and include key objectives, key performance areas, target dates and weightings.
- 4.5 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 time frame in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

4.6 The Manager's performance will, in addition, be measured in terms of contributions to the development objectives and strategies set out in the Municipality's Integrated Development Plan.

## 5. PERFORMANCE MANAGEMENT SYSTEM

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

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

5.3 The Executive Authority and/or Municipal Manager will consult the Manager about the specific performance standards that will be included in the performance management system as applicable to the Manager.

5.4 The Manager undertakes to actively focus towards the promotion and implementation of his/her Key Performance Areas as set out in Annexure A including special projects relevant to the Manager's responsibilities within the local government framework.

## 6. PERFORMANCE ASSESSMENT

The performance of the Manager will be assessed against the outputs and outcomes achieved in terms of his/her Key Performance Areas (KPAs) as fully described in Annexure A and his/her Core Competency Requirements (CCRs) determined at the commencement of this Agreement with a weighting of 80:20 allocated to the KPAs and CCRs respectively. Therefore the KPAs that refer to the main tasks of the Manager account for 80% of his/her assessment while the CCRs make up the other 20% of the Manager's assessment score.

The weightings agreed to in respect of the Manager's KPAs attached as Annexure A are set out in the table below:

KEY PERFORMANCE AREAS (KPAS)	WEIGHT
KPA 1: Municipal Transformation and Institutional Development	10%
KPA 2: Basic Service Delivery	10%
KPA 3: Local Economic Development	5%
KPA 4: Financial Viability	60%
KPA 5: Good governance and public participation	10%
KPA 6: Social and Justice	5%
<b>TOTAL PERCENTAGE</b>	<b>100%</b>

The CCRs will make up the other 20% of the employee's assessment score. CCRs that are deemed to be most critical for the employee's specific job should be selected from the list below as agreed to be between the employer and the employee and must be considered with due regard to the proficiency level agreed to:

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)					
LEADING COMPETENCIES					
		choice	Weight	Current Level (1-3)	Desired Level
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>Organizational Awareness</li> </ul>	X	10	3	3
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>	X	10	3	3
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>	X	10	3	3
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>	X	10	3	3
Change Leadership	<ul style="list-style-type: none"> <li>Change Vision and Strategy</li> <li>Process Design and</li> </ul>	X	10	3	3

	Improvement				
	• Change Impact Monitoring and Evaluation				
Governance Leadership	• Policy Formulation • Risk and Compliance Management • Cooperative Governance	X	10	3	3
<b>Core Competencies</b>					
Moral Competence		X	5	3	3
Planning and Organising		X	5	3	3
Analysis and innovation		X	5	3	3
Knowledge and information Management		X	5	3	3
communication		X	10	3	3
Results and Quality Focus		X	10	3	3
<b>Total Percentage</b>			100%		

The assessment of the performance of the Manager will be based on the following levels for KPIs and CCRs:

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.			
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.			

An indicative rating on the five-point scale should be provided for each KPA and CCR using the following as guidance:

1	Unacceptable
2	Not fully effective
3	Fully effective
4	Above expectations
5	Outstanding

Each KPA and CCR 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 to determine which rating on the five-point scale did the Manager achieved. The following criteria could assist:

Duration of task	<ul style="list-style-type: none"> <li>- Was the target achieved within the projected time frame?</li> </ul>
Level of complexity	<ul style="list-style-type: none"> <li>- Required problem solving</li> <li>- Reconciling different perceptions</li> <li>- Innovative alternatives used</li> </ul>
Cost	<ul style="list-style-type: none"> <li>- within budget</li> <li>- saving</li> <li>- overspending</li> </ul>
Constraints	<ul style="list-style-type: none"> <li>- Did envisaged constraints materialize?</li> <li>- If so, were steps taken to manage/reduce the effect of the constraint?</li> <li>- If not, did it beneficially affect the completion of the target?</li> <li>- Any innovative/pro-active steps to manage the constraint</li> </ul>

An applicable assessment rating calculator must be used to add the KPA and CCR scores and calculate final KPA and CCR percentages.

## 7. PANEL AND SCHEDULE FOR PERFORMANCE ASSESSMENTS

An assessment panel consisting of the following persons must be established to evaluate the annual performance of the Manager at the end of the 4th quarter:

(a) For purpose of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established –

- (i) Executive Mayor or Mayor
- (ii) Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- (iii) Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council
- (iv) Mayor and/or municipal manager from another municipality; and
- (v) Member of a ward committee as nominated by the Executive Mayor or Mayor

(b) For purpose of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –

- (i) Municipal Manager;
- (ii) Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
- (iii) Member of the Executive Committee;
- (iv) Municipal Manager from another municipality.

(c) The manager responsible for human resources of the municipality or delegated assignee must provide secretariat services to the Evaluation Panels referred to above.

In addition the following assessments may also form part of the annual performance evaluation at the end of the 4th quarter if so agreed between the Parties:

- Manager (own assessment)
- Fellow section 57 managers
- Divisional Head reporting to the manager.

The performance of the Manager will be assessed in relation to his/her achievement of:

- the targets indicated for each KPA in Annexure A;
- the CCRs as defined in Annexure C

On a date to be determined for each of the following quarterly periods:

1 <sup>st</sup> Quarter	-	July to September
2 <sup>nd</sup> Quarter	-	October to December
3 <sup>rd</sup> Quarter	-	January to March
4 <sup>th</sup> Quarter	-	April to June

Assessments in the first and third quarter may be verbal if the Manager's performance is satisfactory.

The Municipality will keep a record of the mid-year and annual assessment meetings.

The Municipality may appoint an external facilitator to assist with the annual assessment.

The manager responsible for the corporate services of the Municipality must provide secretariat services to the evaluation panel for the annual performance assessment.

## 8. EVALUATING PERFORMANCE

The Manager will submit quarterly performance reports and a comprehensive annual performance report prior to the performance assessment meetings to the Municipal Manager.

The Municipal Manager will give performance feedback to the Manager after each quarterly and the annual assessment meetings.

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

At the end of the 4<sup>th</sup> quarter, the Executive Authority will determine if the Manager is eligible for a performance bonus as envisaged in his/her contract of employment.

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C.N.S

A performance bonus of between 5% and 14% of the all-inclusive remuneration package may be paid to the Manager in recognition of above average or outstanding performance, which is constituted;

A score of 75% to 100% is awarded a performance bonus ranging from 10% to 14% allocated as follows:

75-79 = 10%  
80-84 = 11%  
85-89 = 12%  
90-94 = 13%  
95 = 14%

A score of 65% to 74% is awarded a performance bonus ranging from 5% to 9% allocated as follows:

75-79 = 10%  
80-84 = 11%  
85-89 = 12%  
90-94 = 13%  
95 = 14%

The results of the annual assessment and the scoring report of the Manager for the purposes of bonus allocation, if applicable, will be submitted to the Executive Authority for a recommendation to the full Council.

Personal growth and development needs identified during any performance assessment discussion, must be documented in the Manager's Personal Development Plan as well as the action steps and set time frames agreed to.

Despite the establishment of agreed intervals for assessment, the Municipal Manager may, in addition, review the Manager's performance at any stage while his/her contract of employment remains in force.

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

The provisions of Annexure "A" may be amended by the Executive Authority when the Municipality's performance management system is adopted, implemented and/or amended as the case may be subject to clause 5.3.

## 9. OBLIGATIONS OF THE MUNICIPALITY

The Municipality will create an enabling environment to facilitate effective performance by the Manager.

The Manager will be provided with access to skills development and capacity building opportunities.

The Municipality will work collaboratively with the Manager to solve problems and generate solutions to common problems that may impact on the performance of the Manager.

The Municipality will make available to the Manager such resources including employees as the Manager may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Manager to ensure that he complies with those performance obligations and targets.

The Manager will, at his request, be delegated such powers by the Municipality as may in the discretion of the Municipality be reasonably required from time to time to enable him to meet the performance objectives and targets established in terms of this Agreement.

## **10. CONSULTATION**

10.1 The Executive Authority and / or Municipal Manager agrees to consult the Manager within a reasonable time where the exercising of the Executive Authority's and / or Municipal Manager's powers will –

- 10.1.1 Have a direct effect on the performance of any of the Manager's functions;
- 10.1.2 Commit the Manager to implement or to give effect to a decision made by the Executive Authority and/or Municipal Manager;
- 10.1.3 Have a substantial financial effect on the Municipality.

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

## **11. CONSEQUENCE OF UNACCEPTABLE OR POOR PERFORMANCE**

11.1 Where the Municipal Manager is, at any time during the Manager's employment, not satisfied with the Manager's performance with respect to any matter dealt with in this Agreement, the Municipal Manager will give notice to the Manager to attend a meeting with the Municipal Manager.

11.2 The Manager will have the opportunity at the meeting to satisfy the Municipal Manager of the measures being taken to ensure that the Manager's performance becomes satisfactory in accordance with a documented programme, including any dates, for implementing these measures.

11.3 The Municipality will provide systematic remedial or developmental support to assist the Manager to improve his/her performance.

11.4 If, after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Municipal Manager holds the view that the performance of the Manager is not satisfactory, the Municipal Council will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Manager, to terminate the Manager's employment in accordance with the notice period set out in the Manager's contract of employment.

11.5 Where there is a dispute or difference as to the performance of the Manager under this Agreement, the Parties will confer with a view to resolving the dispute or difference.

11.6 Nothing contained in this Agreement in any way limits the right of the Municipality to terminate the Manager's contract of employment with or without notice for any other breach by the Manager of his obligations to the Municipality or for any other valid reason in law.

## **12. DISPUTES**

12.1 In the event that the Manager is dissatisfied with any decision or action of the Executive Authority and/or Municipal Manager in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Manager has achieved the performance objectives and targets established in terms of this Agreement, the Manager may meet with the Municipal Manager with a view to resolving the issue. At the Manager's request, the Municipal Manager will record the outcome of the meeting in writing.

12.2 If any dispute about the nature of the Manager's performance agreement whether it relates to key responsibilities, priorities, methods of assessment or any other matter provided for cannot be resolved through an internal mechanism as contemplated above, the dispute will be mediated by the Mayor within thirty (30) days of receipt of a formal dispute from the Manager whose decision shall be final and binding on both Parties.

12.3 If any dispute about the outcome of the Manager's performance evaluation cannot be resolved through an internal mechanism as contemplated above, the dispute will be mediated by a member of the Council, provided that such member was not part of the evaluation panel provided for in clause 7.1, within thirty (30) days of receipt of a formal dispute from the Manager whose decision shall be final and binding on both Parties.

12.4 In the event that the mediation process contemplated above fails, the relevant arbitration clause of the contract of employment will apply.

### 13. GENERAL

13.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential, and may be made available to the public by the Municipality.

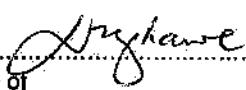
13.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Manager in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Signed at ..... on this ..... day of ..... 2021

As Witnesses:

1. .....

2. .....

  
CFO of  
Musina Local Municipality

Signed at ..... On this ..... day of ..... 2021

As Witnesses:

1. .....

2. .....

  
Municipal Manager of  
Musina Local Municipality

## ANNEXURE A: PERFORMANCE PLAN FOR GENERAL MANAGER CORPORATE&G SERVICES

### 1. Purpose

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

### 2. Key responsibilities

The following objects of local government will inform the top management (Section 57 Manager's) performance against set performance indicators:

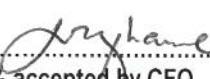
- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community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

### 3. Key Performance Areas

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

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

For each of the Key Performance Areas there are a structured set of the Key Performance Indicators, Performance Objectives, Annual Performance Targets, as well as some quarterly performance target

  
.....  
Signed & accepted by CFO

Date: .....

  
.....  
Signed & accepted by Municipal Manager:

Date: .....

ANNEXURE B: PERSONAL DEVELOPMENT PLAN

Competency Profile of the jobs	Incumbent competency available	Skills/Performance Gap ( in order of priority)	Suggested training and/or development activity	Suggested mode of delivery	Suggested Time Frames	Budget available for suggested training
	BCom	BCom (Honours)	BCom (Honours)	Part time study.	1 Year	R15 000 - 00

## ANNEXURE C: CODE OF CONDUCT

### SCHEDULE 2 CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

#### 1. Definitions

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

#### 2. General conduct

A staff member of a municipality must at all times—

- (a) Loyally execute the lawful policies of the municipal council;
- (b) Perform the functions of office in good faith, diligently, honestly and in a transparent manner;
- (c) Act in such a way that the spirit, purport and objects of section 50 are promoted;
- (d) Act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
- (e) Act impartially and treat all people, including other staff members, equally without favour or prejudice.

#### 3. Commitment to serving the public interest

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

- (a) Implement the provisions of section 50 (2);
- (b) Foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
- (c) Promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
- (d) obtain copies of or information about the municipality’s integrated development plan, and as far as possible within the ambit of the staff member’s job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;
- (e) Participate in the overall performance management system for the municipality, as well as the staff member’s individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

#### 4. Personal gain

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

- (a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or
- (b) Take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member’s spouse, partner or business associate, has a direct or indirect personal or private business interest.

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

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

## 5. Disclosure of benefits

- (1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.
- (2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

## 6. Unauthorised disclosure of information

- (1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.
- (2) For the purpose of this item, "privileged or confidential information" includes any information—
  - (a) Determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
  - (b) Discussed in closed session by the council or a committee of the council;
  - (c) Disclosure of which would violate a person's right to privacy; or
  - (d) Declared to be privileged, confidential or secret in terms of any law.
- (3) This item does not derogate from a person's right of access to information in terms of national legislation.

## 7. Undue influence

A staff member of a municipality may not—

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

## 8. Rewards, gifts and favours

- (1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for—
  - (a) Persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
  - (b) Making a representation to the council, or any structure or functionary of the council;
  - (c) Disclosing any privileged or confidential information; or
  - (d) Doing or not doing anything within that staff member's powers or duties.
- (2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of sub item (1).

## 9. Council property

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

## **10. Payment of arrears**

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

## **11. Participation in elections**

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

## **12. Sexual harassment**

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

## **13. Reporting duty of staff members**

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

## **14. Breaches of Code**

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

### **14A. Disciplinary steps**

- (1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach.
- (2) Such other disciplinary steps may include—
  - (a) Suspension without pay for no longer than three months;
  - (b) Demotion;
  - (c) Transfer to another post;
  - (d) Reduction in salary, allowances or other benefits; or
  - (e) An appropriate fine.

ANNEXURE D: FINANCIAL DISCLOSURE FORM (CONFIDENTIAL)



**MUSINA LOCAL MUNICIPALITY**  
**CONFIDENTIAL**

**FINANCIAL DISCLOSURE FORM**

I, the undersigned (surname and initials) LIVITUANI TITOMAS NEPHAWE

(Postal address) P.O. Box 3990

MAKHADO 0920

(Residential address) 30 Flamboyant Street, Makhado, 0920

(Position held) CHIEF FINANCIAL OFFICER

(Name of Municipality) MUSINA LOCAL MUNICIPALITY

Tel: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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.)**

Number of shares/Extent of financial interests	Nature	Nominal Value	Name of Company/Entity
<u>N/A</u>			

**2. Directorships and partnership**

Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/ Income
<u>N/A</u>		

3. Remunerated work outside the Municipality  
Must be sanctioned by Council.

Name of Employer	Type of Work	Amount of remuneration/ Income
N/A		

Council resolution number \_\_\_\_\_

Signature Municipal Manager \_\_\_\_\_ Date \_\_\_\_\_

4. Consultancies and retainerships

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

5. Sponsorships

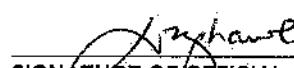
Source of assistance/sponsorship	Description of assistance/ Sponsorship	Value of assistance/sponsorship
N/A		

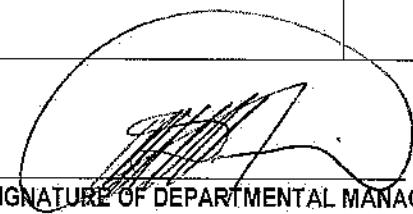
6. Gifts and hospitality from a source other than a family member

Description	Value	Source
N/A		

7. Land and property

Description	Extent	Area	Value

  
\_\_\_\_\_  
SIGNATURE OF OFFICIAL

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENTAL MANAGER

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_

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**OATH/AFFIRMATION**

1. I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:
  - (i) Do you know and understand the contents of the declaration?  
Answer
  - (ii) Do you have any objection to taking the prescribed oath or affirmation?  
Answer
  - (iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?  
Answer
2. I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

**Commissioner of Oath /Justice of the Peace**

Full first names and surname:

(Block letters)

Designation (rank): \_\_\_\_\_ Ex. Officio  
Republic of South Africa

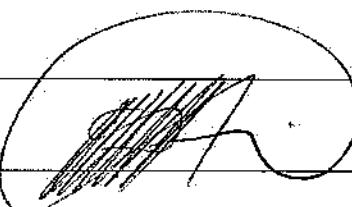
Street address of institution:

Date:

Place:

CONTENTS NOTED: MUNICIPAL MANAGER

DATE: \_\_\_\_\_



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**INFORMATION SHEET FOR THE GENERIC FINANCIAL DISCLOSURE FORM**

The following notes are a guide to assist with completing the Financial Disclosure form (Annexure E):

**NOTE 1: Shares and other financial interests**

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

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

**NOTE 2: Directorships and partnerships**

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

- The name and type of business activity of the corporate entity or partnership/s; and the amount of any remuneration received for such directorship or partnership/s.
- Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.
- Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

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

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

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

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

**NOTE 4: Consultancies and retainerships**

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

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

**NOTE 5: Sponsorships**

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

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

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

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

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

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

**NOTE 7: Land and Property**

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

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