



## **PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN:**

**THE INKOSI LANGALIBALELE LOCAL MUNICIPALITY  
AS REPRESENTED BY THE**

**THE MUNICIPAL MANAGER  
(duly authorised by Council)**

**PATRICK SIBUSISO MKHIZE**

**AND**

**GENERAL MANAGER: CORPORATE SERVICES**

**HANSRAJ B. CHOTOO**

**FOR THE**

**FINANCIAL YEAR: 1 JULY 2019 - 30 JUNE 2020**

M.N. A.O.  
P.S.

## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Inkosi Langalibalele Local Municipality herein represented by **Patrick Sibusiso Mkhize** in his capacity as The Municipal Manager (hereinafter referred to as the Employer or Supervisor)

And

**Hansraj B. Chotoo**; General Manager: Corporate Services (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

### 1. INTRODUCTION

1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance Agreement.

1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.

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

### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

2.1 Comply with the provisions of Section 57(1) (b), (4A), (4B) and (5) of the Systems

Act 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;

*Handwritten signatures:*  
PJM, M.N., A.O.

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 **1 July 2019** and will remain in force until **30 June 2020** 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 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 Employer's contract of employment for any reason.

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

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

### **4. PERFORMANCE OBJECTIVES**

4.1 The Performance Plan (Annexure A) sets out-

4.1.1 The performance objectives and targets that must be met by the Employer; 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 Employee in consultation with the Employer and based on the Integrated

RJM   
M.W. A.D.

Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

## **5. PERFORMANCE MANAGEMENT SYSTEM**

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

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

5.3 The Employer will consult the Employee about the specific performance standards 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.**

6.1 The Employer undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the Employer's responsibilities) within the local government framework.

6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Framework (CFSSs) 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 CFSSs will account for 20% of the final assessment.

DSM  
N.W.  
A.O.



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)	WEIGHT
Municipal Institutional Development and Transformation	50
Local Economic Development (LED)	
Good Governance and Public participation	50
Cross Cutting Intervention	
Municipal Financial Viability and Management	
Basic Service Delivery	
<b>TOTAL</b>	<b>100%</b>

#### 6.4 Competency Framework Structure

The competencies that appear in the competency framework are detailed below.

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>	15
<b>CORE COMPETENCIES</b>		


  
 M.W.  
 A.O.

Moral Competence	5
Planning and Organising	5
Analysis and Innovation	5
Knowledge and Information Management	5
Communication	5
Results and Quality Focus	5
<b>TOTAL</b>	<b>100%</b>

#### 6.4.1 Minimum Requirements

The minimum requirements that accompany the competency framework, but do not govern the selected competencies, as set out in annexure B to these regulations, refer to the level of higher education qualification, work experience and knowledge that are needed to operate effectively in the local government environment.

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

### 7. EVALUATING PERFORMANCE

7.1 The Performance Plan to this Agreement sets out -

7.1.1 The standards and procedures for evaluating the Employer's performance;

and

7.1.2 The intervals for the evaluation of the Employer'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:

PSM  
M.N.  
A.O.

(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 CFSSs

(a) Each CFSS 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 CFSS.

(c) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CFSS 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 appraisal.

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

Level Terminology Description Rating 1 2 3 4 5

Achievement Levels	Legislation (MSA Regulations on Appointment and conditions of employment for senior managers)
1	Basic
2	
3	Competent
4	Advanced
5	Superior

7.7 For purpose of the performance of the Municipal Manager, an evaluation panel constituted by the following persons will be established

7.7.1 His worship the Mayor

7.7.2 Chairperson of the Performance Audit Committee

7.7.3 Member of the Executive Committee

7.7.4 Mayor and/or Municipal Manager of another Municipality

7.7.5 Member of the ward committee as nominated by the Mayor

7.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established.

RM  
M.N.  
A.O.

- 7.8.1 Municipal Manager;
- 7.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 7.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 7.8.4 Municipal manager from another municipality.

## **8. SCHEDULE FOR PERFORMANCE REVIEWS**

8.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

<b>First quarter:</b>	<b>July – September 2019 by October 2019</b>
<b>Second quarter:</b>	<b>October – December 2019 by January 2020</b>
<b>Third quarter:</b>	<b>January – March 2020 by April 2020</b>
<b>Fourth quarter:</b>	<b>April – June 2020 by July 2020</b>

8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.

8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

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

8.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be.

In that case the Employee will be fully consulted before any such change is made.

## **9. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

## **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;

PSM  
PB  
UN-  
A-0



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 delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and

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

## 11. CONSULTATION

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

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 the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

12.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

12.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

### PERFORMANCE ASSESSMENT RATINGS

#### **Scoring ranging 150- 166 and above**

Score	Awarded %
-------	-----------

RJM (PB) A.O.  
M.W.

150-153	10%
154-157	11%
158-161	12%
162-165	13%
166- above	14%

### **Scoring ranging 130 -149**

Score	Awarded %
130-133	5%
134-137	6%
138-141	7%
142-145	8%
146-149	9%

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 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 or developmental support to assist the Employer to improve his or her performance; and

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

## **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 in 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.

13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

## **CODE OF CONDUCT AND DECLARATION OF INTEREST**

- A staff member of a Municipality is a public servant in a developmental local system and must accordingly Implement the provisions of section

RM  
M.N. A.O.

50 (2) of the Local Government Municipal Systems Act, 2000, Code of Conduct Annexure C.

- Personal interests include membership of the organisation's board of directors/ trustees or senior management, held either by yourself or a member of your close family, Declaration of Interest Annexure D.

#### 14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.

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

Thus done and signed at ESTCANT.....on this the 05 day of August...  
2019

Municipal Manager  
PS Mkhize  
(Employer)



---

1. Witness



---

General Manager: Corporate Services  
H.B. Chotoo  
(Employee)



---

1. Witness



---

PSM  
A.O. M.N.


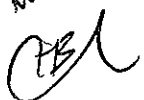

**ANNEXURE A**

**INDIVIDUAL  
PERFORMANCE  
PLAN**

INKOSI LANGALIBALELE LOCAL MUNICIPALITY														
INDIVIDUAL PERFORMANCE PLAN (CORPORATE SERVICES)														
2019/2020 FINANCIAL YEAR														
IDP/SDBIP NO.	OBJECTIVES	STRATEGIES	KEY PERFORMANCE INDICATOR	ANNUAL TARGET 2018/2019	Q1 Projected Target	Q2 Projected Target	Q3 Projected Target	Q4 Projected Target	ANNUAL BUDGET	BLOCKAGE	CORRECTIVE MEASURES	RESPONSIBLE DEPARTMENT	PORTFOLIO OF EVIDENCE	WARD NO.
MUNICIPAL INSTITUTIONAL DEVELOPEMNT AND TRANSFORMATION														
MT005	Improve institutional and organisational Capacity	Filling of critical Identified critical posts	Date review of organizational structure for 2019/2020 to be approved by Council	30-Jun-20	n/a	n/a	n/a	30-Jun-20	R 0			Corporate Services	Approved Organizational Structure & Council resolution	n/a
MT006			100% of all critical Section 54/56 Managers filled	100%	0	1	n/a	n/a	R 0			Corporate Services	Appointment letter for GM	n/a
MT007			Date to Approve employment equity plan	30-Jun-20	n/a	n/a	n/a	30-Jun-20	R 0			Corporate Services	Approved Employment Equity Plan	n/a
MT008		Employment equity plan adopted	Number of people from employment equity target groups employed in the three highest levels of management in compliance with a municipality's approved employment equity plan	5	n/a	n/a	n/a	5	R0			Corporate Services	Advert and appointment letters	n/a
MT009			Date to Approve WSP/ATR by Council	30-Apr-20	n/a	n/a	n/a	30-Apr-20	R 0			Corporate Services	Skills Development Plan	n/a
MT010	To ensure an effective and efficient HR systems that addresses Human resources within the municipality	Skills development plan adopted and implemented	The percentage of a municipality's budget actually spent on implementing its workplace skills plan	100%	25%	50%	75%	100%	R 0			Corporate Services	Munsoft printout	n/a
MT011		Revised HR Strategy	Date to review and adopt HR Strategy	30-Jun-20	n/a	n/a	n/a	30-Jun-20	R 0			Corporate Services	HR Strategy & Council Resolution	n/a

 M.N. A.D.

MT012	To ensure an effective and efficient functionality of the municipality.	Review and adopt all HR policies	Date all HR policies reviewed	30-Jun-20	n/a	n/a	n/a	n/a	30-Jun-20	R o				Corporate Services	Approved reviewed HR policies and Council Resolution Council resolution reviewing ICT framework	n/a
MT013	Provision of effective ICT service	Review ICT Framework	Reviewed ICT framework by 30 June 2019	30-Jun-20	n/a	n/a	n/a	n/a	30-Jun-20	R o				Corporate Services	resolution reviewing ICT framework	n/a
MT014	To ensure effective records management	Implement decentralized records management by the Municipality	100% of functional Registry	100%	100%	100%	100%	100%	100%	R o				Corporate Services	Internal Delivery Book	n/a
GOOD GOVERNANCE AND PUBLIC PARTICIPATION																
CG001	To facilitate Good Governance	Coordination of Meetings	Number of Council meetings sitting per annum	4	1	1	1	1	1	R o				Corporate Services	Agendas and Attendance Registers	n/a
CG002			Number Of EXCO	12	3	3	3	3	3	R o				Corporate Services	Agendas and Attendance Registers	n/a

# **ANNEXURE B**

## **PERSONAL DEVELOPMENT PLAN**



**PERSONAL DEVELOPMENT PLAN (PDP)**

**Entered into by and between**

**INKOSI LANGALIBALIBALELE LOCAL MUNICIPALITY**

**[the Employer]**

**And**

**HANSRAJ B. CHOTOO**

**GENERAL MANAGER: CORPORATE SERVICES**

**[the Employee]**



## 1. Introduction

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.

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

## 2. Competence Modelling

2.1 What does an institution mean when it says an employee / prospective employee is competent if he / she fits a managerial competency framework or occupational competency profile? The institution is in fact expressing competence as a future-oriented ideal that they require to achieve their strategic objectives [The institution is in effect giving a depiction of the desired or required knowledge, skills and attributes for an individual in a specific position]. For competence to be useful, the associated competence should be greater than the observed performance as it will allow the individual growth towards this 'ideal'.

PSM   
M.N.  
A.O.

2.2 There is however a risk in expressing a required competence that a current or prospective employee should adhere to in the future, as the future is, by definition, uncertain. Managers cannot know how an employee will perform in the future nor can they know how employees that they did not select, did not promote, did not award a qualification to, might perform.

2.3 Moreover, managers do not make their expressions in a social vacuum. They do so within a social context in which there are various actors, various stakeholders, with different interests accountabilities, different things they are trying to achieve and various ways in which others will hold them accountable. If managers are selecting employees they shall similarly have to justify their decisions to others. Relevance thus becomes an obvious issue that affects the level of confidence in such a decision. Various human resources procedures and systems need to be established to maintain the relevance of the expression of competence to the requirements of the employer. Confidence is the basis on which the various parties implicated in the decisions and actions taken within a competence system will seek to account to others for those decisions and actions.

2.4 When linking a decision that a prospective employee / current employee is competent the communication is based on what may be called conventions of assessment. Some common understanding is achieved by which a certain set of arrangements become socially accepted as the basis for linking different contexts. Contexts differ, in particular in terms of time. So performance in the past is linked to future situations in which desired performance is anticipated. This linking of contexts will normally involve some model, some way of accounting for the claimed link. The **DPLG** has decided on:

2.4.1 A managerial competency framework as an expression of required managerial competencies.

2.4.2 Occupational competency profiles as expression of occupation / post competency requirements.

### **3. Compiling the Personal Development Plan attached as the Appendix.**

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

3.2 The Local Government: Municipal Systems Act: Guidelines: Generic senior management competency framework and occupational competency profiles provides comprehensive information on the relevance of items 2.4.1 and 2.4.2 above to the PDP process. The Municipal Finance Management Competency Regulations, such as those developed by the National Treasury and other line sector departments' legislated competency requirements need also be taken into consideration during the PDP process.

3.3 The assessment results of a manager against the minimum requirements contained in the managerial competency framework and occupational competency profiles will assist a manager, in consultation with his / her employee, to **compile a Personal Development Plan as follows:**

(a) 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.

PSM  
M.N.  
A.O.

- 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 and performance appraisal of the employee.

(ii) Individual training needs, that are job / career related.

(b) Next, the **prioritisation of the training needs [1 to ...] in column 1 should be also determined** 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 the Workplace Skills Plan.

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

(d) **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 3 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.

(e) **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.

(f) **Column 4 of Appendix: 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.

(g) The **suggested time frames (column 5 of Appendix )** 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.

(h) **Work opportunity created to practice skill / development areas, in column 6 of Appendix**, 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 that is used in the workplace)

(i) The final column, **column 7 of Appendix**, provides the employee with a **support person** that could act as coach or mentor with regard to the area of learning

RJM  
A.N.  
A.O.

3.4 Personal Development Plans are compiled for individual employees and 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 progress made to the Local Government Sector Education and Training Authority (LGSETA).

3.5 Funding should be made available for training, education and development, in line with the Skills Development Act, at least 1% of the personnel budget must be earmarked for it. Additional funding can also be secured in terms of the provisions of the Skills Development Levies Act from the LGSETA if:

- (a) A Skills Development Facilitator has been appointed.
- (b) The Workplace Skills Plan has been submitted.
- (c) A submission, including a Business Plan is submitted for additional grants [The LGSETA can be approached at Tel. 011 456 8579 for more information in this regard].

#### **4. Life-Long Learning**

4.1 It was agreed that an outcomes-based Lifelong Learning Development Framework would be the basis on which Curriculum 2005 would be developed. The basic principle is that learners should be able to progress to higher levels of achievement by mastering prescribed learning outcomes. Learning programmes should thus facilitate progression from one phase or learning outcome to another and from any starting point in the education and training system. Prior knowledge (acquired informally or by work experience, would also have to be assessed and credited. National qualifications would be awarded, at each of the levels of the National Qualifications Framework (NQF) [see the attached definitions] provided that candidates have accumulated certain combinations of credits and have abided by probable rules of combinations required for such qualifications.

4.2 Eight learning areas were identified to form the basis of all education up to the Further Education and Training Certificate:

<b>No.</b>	<b>Learning Area</b>
1	Language, Literacy and Communication
2	Mathematical Literacy, Mathematics and Mathematical Science
3	Human and Social Sciences
4	Natural Science
5	Technology
6	Arts and Culture
7	Economic and Management Sciences
8	Life Orientation

4.3 As is clear from the definitions, there will be four phases, with Adult Basic Education and Training (ABET) linked to the first three. The history of school education had the effect that the majority of the adult population for black communities, were provided with inadequate education or no schooling. Thus ABET is viewed as a force for social participation and economic development and has been brought into the mainstream of the education and training system. The underlying principles are that ABET should provide a general basic education, promote critical thinking and empower individuals to participate in all aspects of society, and promote active

RSM M.N. A.O.  
CB

learning methods, and, ABET should lead to nationally recognized certificates based on clear national standards assessed as learning outcomes.



4.4 Once the foundation phase is addressed the other phases can follow suit. In this regard the discussion in item 3.3 (d) refers. Note should also be taken that in addressing professionalisation within the local government sector there may be a need to develop vocational qualifications.

PM M.N. AO.  
AB

## INDIVIDUAL LEARNING PLAN (ILP)

Managers Name:	Hansraj B. Chotoo	Managers Employee Number:
Job Title:	General Manager: Corporate Services	
Date:		

Skills/Performance Gap	Outcome Expected	Suggested training and/ or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practise skill/ development area	Support Person
LEGAL	BETTER UNDERSTANDING OF LEGAL ISSUES	ADVANCED DIPLOMA IN LAW	CORRESPONDENCE	1 YEAR	YES	MM

General Manager: Corporate Services	
Municipal Manager	

**DEFINITIONS:**

**"Higher, Further and General Education and Training" refers to:**

National Qualification Framework	Levels	Types of Qualifications and Certificates	
8	HIGHER EDUCATION AND TRAINING	Doctorates Further Research Degrees	
7		Higher Degrees Professional Qualifications	
6		First Degrees Higher Diplomas	
5		Diplomas Occupational Certificates	
FURTHER EDUCATION AND TRAINING CERTIFICATES			
4	FURTHER EDUCATION AND TRAINING	School/College/Training Certificate Mix of units from all	
3		School/College/Training Certificate Mix of units from all	
2		School/College/Training Certificate Mix of units from all	
GENERAL EDUCATION AND TRAINING CERTIFICATES			
1	GENERAL EDUCATION AND TRAINING	Senior Phase  Intermediate Phase  Foundation Phase	ABET level 4  ABET level 3  ABET level 2  ABET level 1

# **ANNEXURE C**

## **CODE OF CONDUCT**





# **INKOSI LANGALIBALELE LOCAL MUNICIPALITY**

## **CODE OF CONDUCT**

## **1. DEFINITIONS**

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

## **2. GENERAL CONDUCT FOR STAFF MEMBERS**

2.1. A staff member of a Municipality must at all times:

- 2.1.1. Loyally execute the lawful policies of the Municipal Council.
- 2.1.2. Perform the functions of office in good faith, diligently, honestly and in a transparent manner.
- 2.1.3. Act in such a way that the spirit, purport and objects of section 50 of the Municipal Systems Act is promoted.
- 2.1.4. 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
- 2.1.5. Act impartially and treat all people including staff members equally without favour or prejudice.

## **3. COMMITMENT TO SERVING THE PUBLIC INTEREST**

3.1. A staff member of a Municipality is a public servant in a developmental local

system and must accordingly:

- 3.1.1. Implement the provisions of section 50 (2) of the Local Government Municipal Systems Act, 2000,
- 3.1.2. Foster a culture of commitment to serving the public and collective sense of responsibility for performance in terms of standards and targets,
- 3.1.3. Promote and seek to implement the basic values and principles of public administration described in section 195(1) of the Constitution,
- 3.1.4. Obtain copies of or information about the Municipality's integrated development plan and as far as possible within the ambit of the staff members job description seek to implement the objectives set out in the integrated development plan and achieve the performance targets set for each development indicator,
- 3.1.5. Participate in the overall performance management system for the Municipality, as well as the staff member's individual performance

P.S.M.   
M.N. A.O.

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.

#### **4. PERSONAL GAIN**

4.1. A staff member of a Municipality may not:

- 4.1.1. 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.
- 4.1.2. 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 associates have a direct or indirect personal or private business interest.
- 4.1.3. Except with the prior consent of the Council of the Municipality a staff member of the Municipality may not:
  - 4.1.3.1. Be a party to a contract for:
    - the provision of goods or services to the Municipality or
    - the performance of any work for the Municipality otherwise than as a staff member.
  - 4.1.3.2. Obtain a financial interest in any business of the Municipality
  - 4.1.3.3. Be engaged in any business, trade or profession other than the work of the Municipality unless disclosed and authorized by the Council.

#### **5. DISCLOSURE OF BENEFITS**

- 5.1. A staff member of a Municipality who, or whose spouse, partner, business associate or close family member acquired or stands to acquire any direct benefit from the Municipality must disclose in writing full particulars of the benefit to the Council.
- 5.2.1. 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.

PSM  
M.N. A.O.

## **6. UNAUTHORISED DISCLOSURE OF INFORMATION**

**6.1.** 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 unauthorized person.

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

- Determined by the Municipal Council or any structure or functionary 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

**6.3.1.** This item does not derogate from a person's right of access to information in terms of National Legislation.

## **7. UNDUE INFLUENCE**

**7.1.** A staff member of a Municipality may not:

**7.1.1.** 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

**7.1.2.** Mislead or attempt to mislead the Council or a structure or functionary of the Council in its consideration of any matter or

**7.1.3.** Be involved in a business venture with a Council without the prior written consent of the Council of the Municipality.

## **8. REWARD, GIFTS AND FAVOURS**

**8.1** A staff member of a Municipality may not request, solicit or accept any reward, gifts or favour for performing municipal duties

**8.1.1.** Persuading the Council of the Municipality or any structure or functionary of the Council with regard to the exercise of any power or performance of any duty,

PSM  
M.N.  
A.O.

- 8.1.2. Making a representation to the Council or any structure or functionary of the Council.
- 8.1.3. Disclosing any privileged or confidential information, or
- 8.1.4. Doing or not doing anything within that staff member's powers or duties.
- 8.1.5. 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 any of the item above.

## **9. COUNCIL PROPERTY**

- 9.1. A staff member of 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**

- 10. 1. A staff member of a Municipality may not be in arrears to the Municipality for rates and services charges for a period longer than three months, and a Municipality may deduct any outstanding amounts from a staff member's salary after this period.

## **11. PARTICIPATION IN ELECTIONS**

- 11.1. 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**

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

## **13. REPORTING DUTY OF STAFF MEMBERS**

- 13.1. 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.

PBM  
M.W. (AD)

#### **14. BREACHES OF CODE**

- 14.1. Breaches of this code must be dealt with in terms of the disciplinary procedures of the Municipality as envisaged in section 67(1) (h) of the Local Government Municipality Systems Act, 2000.

#### **15. COMMENCEMENT**

This code shall come into force on the date on which the Inkosi Langalibalele Local Municipality established.

#### **16. SHORT TITLE**

This code shall be known as the Code of Conduct – Employees.

PSM  
M.N. (A.O.)

# **ANNEXURE D**


## **DECLARATION OF INTEREST**

**DECLARATION OF INTERESTS**

I, H.B. Choro declare that neither I nor my close family have any personal or business interest in, or potential for personal gain from any of the organisations or projects on the list on this page of this form, with the exception of the following:

Organisation/Project	Nature of personal interest

Personal interests include membership of the organisation's board of directors/ trustees or senior management, held either by yourself or a member of your close family. Close family is defined as family members (including siblings) or those of the same households (including spouse, partners, children and parents).

Signed: 

Date: 31/07/2019