

MAN

(01 JULY 2022 - 30 JUNE 2023)

2022/2023 FINANCIAL YEAR

Mr MTHOBISI NTSHUMAYELO NKALA, Director Infrastructure of the eDumbe Local Municipality

and

Herein represented by Mr JOHN FITZGERALD KUHLEKONKE KHUMALO in his duly authorised capacity as Acting Municipal Manager of eDumbe Local Municipality

eDUMBE LOCAL MUNICIPALITY

Made and entered into by and between

PERFORMANCE AGREEMENT



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Dr. J. S. D. S.

## PERFORMANCE AGREEMENT

ENTERED INTO AND BETWEEN:

The eDumbe Local Municipality herein represented by Mr John Fitzgerald Kuhlekonke  
Khumalo in his capacity as Acting Municipal Manager hereinafter referred to as the  
Employer or Reporting Officer) and Mr Mthobisi Ntshumayelo Nkala Employee of the  
eDumbe Local Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

A. 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".

B. Section 57(1) (b) of the Local Government Municipal Systems Act No.32 of 2000  
as amended, read with the Contract of Employment concluded between the  
parties, requires the parties to conclude an annual performance Agreement within  
ninety (90) days of assumption of duty, and renew it annually within one month of  
the commencement of the beginning of the Financial Year.

C. 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.

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

## 1. INTERPRETATION AND DEFINITIONS

In this Agreement, unless the context indicates otherwise—

a) an expression, which denotes any gender, includes the other genders, a  
natural person includes an judicial person and vice versa, and the singular  
includes the plural and vice versa;

b) Clause headings are for convenience only and will not be used in its  
interpretation, and the following expressions bear the meanings assigned to  
them and cognate expressions bear corresponding meanings—

**"Agreement"** means this Performance Agreement and all the Appendices hereto;

**"Employee"** means Mr Mithobisi Ntshumayelo Nkala

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

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

**"Municipality"** means the eDumbe Local Municipality, established in terms of Structures Act, 1998 (Act No. 117 of 1998);

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

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

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

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

c) words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause; and

d) this agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

## 2. PURPOSE OF THIS AGREEMENT

The Purpose of this Agreement is to -

- a. Comply with the provisions of Section 57(1)(b), 4(A), 4(B) and (5) of the Systems Acts as well as the Contract of Employment entered into between the parties;
- b. 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;
- c. Specify accountabilities as set out in the Performance Plan (Annexure A);
- d. Monitor and measure performance against set targeted outputs;
- e. 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;

f. Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and

g. 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 October 2022 and will remain in force until 30 June 2023 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 Employee'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.

3.6 Any significant amendments or deviations must take cognisance of the requirements of section 34 and 42 of the Systems Act, and regulations 4(5) of the Regulations.

### **4. PERFORMANCE OBJECTIVES**

4.1 The Performance Plan (Annexure A) sets out-

4.1.1 The performance objectives and targets that must be met 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.

## 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 KPAs (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) Leading Competencies and Core Competencies 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 Competencies will account 20% of the final assessment.

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

| KEY PERFORMANCE AREAS (KPA'S)                          |  | WEIGHTING |
|--------------------------------------------------------|--|-----------|
| Municipal Transformation and institutional development |  | 0%        |
| Basic Service Delivery and Infrastructure Development  |  | 70%       |
| Local Economic Development (LED) and Social Services   |  | 5%        |
| Municipal Financial Viability and Management           |  | 15%       |
| Good governance and public participation               |  | 5%        |
| Cross Cutting Issues                                   |  | 5%        |
| Total                                                  |  | 100%      |

6.4 The Core Management Criteria will make the other 20% of the Employee's assessment score, and deemed to be most critical for Employee's specific job should be selected from the list below as agreed to between the Employer and Employee.

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**CORE COMPETENCY REQUIREMENT FOR EMPLOYEES (20% OF TOTAL)**

**CORE MANAGERIAL COMPETENCY**

| LEADING COMPETENCIES |                                      | WEIGHT | % |
|----------------------|--------------------------------------|--------|---|
| 1.                   | Strategic Direction and Leadership   | 5%     |   |
| 2.                   | People Management                    | 10%    |   |
| 3.                   | Programme and Project Management     | 20%    |   |
| 4.                   | Financial Management                 | 5%     |   |
| 5.                   | Change Leadership                    | 5%     |   |
| 6.                   | Governance Leadership                | 5%     |   |
| CORE COMPETENCIES    |                                      | WEIGHT | % |
| 1.                   | Moral competence                     | 5%     |   |
| 2.                   | Planning and Organising              | 20%    |   |
| 3.                   | Analysis and Innovation              | 5%     |   |
| 4.                   | Knowledge and Information Management | 5%     |   |
| 5.                   | Communication                        | 5%     |   |
| 6.                   | Result and Quality Focus             | 10%    |   |
| TOTAL                |                                      | 100%   |   |

## 7. 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.

### 7.5.2 Assessment of the Competencies

- (a) Each Competency 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 Competency.

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

### 7.5.3 Overall Rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall 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 for KPAs, and Competencies

| LEVEL | TERMINOLOGY                 | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                 | RATING |
|-------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 5     | Outstanding performance     | Performance far exceeds the standard expected for 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 Performance Agreement and Performance plan, and also maintained this all areas of responsibility throughout the year. | 1 – 5  |
| 4     | Significant performance     | 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 the indicators and fully achieved all others throughout the year.                                                                    |        |
| 3     | Performance 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     | Performance not fully       | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review /                                                                                                                                                                                                             |        |



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

**First quarter** : July – September 2022  
**Second quarter** : October – December 2022  
**Third quarter** : January – March 2023  
**Fourth quarter** : April – June 2023

**8. SCHEDULE FOR PERFORMANCE REVIEWS**

7.7 For purpose of evaluating the performance of the Employee, an evaluation panel constituted [in terms of regulation (27) (d), (e) and (f) of the Regulations] by the following persons will be established-

7.7.1 Municipal Manager  
 7.7.2 Chairperson of the Audit Committee;  
 7.7.3 Ward Committee Member (on a rotational basis), where applicable;  
 7.7.4 Member of the Portfolio Committee; and  
 7.7.5 Municipal Manager from another Municipality.

| LEVEL | TERMINOLOGY              | DESCRIPTION                                                                                                                                                                                                                                                                        | RATING |
|-------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1     | Unacceptable performance | Performance does not meet the standard expected for the job. The review / assessment indicates that 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. | 1 – 5  |
|       | effective                | 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 Performance Agreement and Performance Plan                                                                |        |

8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings. Provided the reviews in the first and third quarter may be verbal if performance is satisfactory.

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 development gaps is attached as Annexure A.

## 10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer must:

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

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

## 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
- 11.1.4 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-

- a) Provide systematic remedial of development support to assist the Employee to improve his or her performance; and
- b) 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 –

a) the Member of the Executive Council responsible for local government in the province, in the case of the Municipal Manager, or any other person appointed by the said Member of the Executive Council; and

b) the Mayor, in the case of Managers directly accountable to the Municipal Manager, within thirty days of receipt of a formal dispute from the Employee.

- 13.2 Any disputes about the outcome of the Employee's performance evaluation, must be mediated by–

a) the Member of the Executive Council for local government in the province, or any other person appointed by the MEC, in the case of the Municipal Manager; and

b) a Municipal Councillor, in the case of Managers directly accountable to the Municipal Manager, provided that such a Councillor was not part of the evaluation panel contemplated in regulation 27(4)(e) of the Regulations, within thirty days of receipt of a formal dispute from the Employee.

- 13.3 The decision of the Mediator contemplated in sub-clauses (1) and (2) will be final and binding on both parties.

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

Thus done and signed at Columb on this the 30 day of October (Month) 2012 (Year)

*MAN*

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L.H.  
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Employee (Director Infrastructure)

AS WITNESSES:

1.   
2.

Employer (Acting Municipal Manager)

AS WITNESSES:

1.   
2.

# PERFORMANCE PLAN

Entered into by and between

**Mr John Fitzgerald Kuhlekonke**  
**Khumalo**  
[“The Employer”]

And

**Mr Mthobisi Ntshumayelo Nkala**  
[“The Employee”]

## 1. Purpose

The performance plan defines the Council's expectations of the Director's 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 as reviewed annually.

## 2. Key responsibilities

The following objects of local government will inform the Municipal 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 (KPA's) 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. Basic Service Delivery and Infrastructure Development

3.2. Municipal Transformation and Institutional Development.

3.3. Municipal Financial Viability and Management.

3.4. Good Governance and Public Participation.

3.5. Local Economic Development (LED) and Social Services

3.6. Cross Cutting Issues

#### 4. Key Performance Objectives and Indicators, for the Director Infrastructure and Planning

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

4.1. Section 157 of the Constitution of the Republic of South Africa, 1996

4.2. Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1 August 2006)

4.3. Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001

4.4. Property Rates Act, 2004.

4.5. Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)

4.6. Municipal Systems Act, 2000, in particular, but not limited to, sections 55 to 57

4.7. Any other applicable legislation specific to the Director.

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# PERSONAL DEVELOPMENT PLAN

|              |                             |
|--------------|-----------------------------|
| MUNICIPALITY | : eDumbe Local Municipality |
| INCUMBENT    | : Mr MN Nkala               |
| SALARY       | : R815 063 per annum        |
| JOB TITLE    | : Director Infrastructure   |
| REPORT TO    | : Municipal Manager         |

## 1. What are the competencies required for this job (refer to competency profile of job description)?

➤ Competencies for this position are Computer literacy, report writing, communication, supervision and managerial skills.

➤ Relevant Qualifications

➤ Experience in local Government

➤ Project Management

➤ Must be innovative, reliable, hardworking individual, team player and leader.

## 2. What competencies from the above list, does the job holder already possess?

➤ Degree of Bachelor of Technology in Civil Engineering (Specialising in Construction Management)

➤ National Diploma in Civil Engineering

➤ Intermediate and Advance Project Management (NQF Level 5)

➤ Occupational Health and Safety Training

➤ Certificate : Municipal Finance Management Programme (MFMP)

➤ Computer literacy

➤ Management Skills

➤ CB Drivers licence

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

➤ LEADERSHIP COMPETENCIES

- Strategic Direction and Leadership

- Financial Management

- Change Leadership

- Governance Leadership

CORE COMPETENCIES

- Analysis and Innovation

- Communication

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

I will be attending workshops and modules on the following fields:

➤ LEADERSHIP COMPETENCIES

- Strategic Direction and Leadership

- Financial Management

- Change Leadership

- Governance Leadership

CORE COMPETENCIES

- Analysis and Innovation

- Communication

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

- Affiliates to the relevant Professional Bodies

6. Actions/Training interventions to address future progression

Annual undertaking of continuous professional developments courses, workshops and seminars.

7. Comments/Remarks of the Incumbent

- I will ensure that I equip myself with relevant tools to lead the Department and to ensure better service delivery for eDumbe Municipality.
- Skills transfer to my subordinates

8. Comments/Remarks of the supervisor

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Agreed upon

Signature :   
Supervisor : JTK Khumalo  
Date : 20/10/2022

Signature :   
Incumbent : M. Nkomo  
Date : 20/10/2022

Date of next review: July 2023



## 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 discloses any privileged or confidential information obtain as a staff member of the municipality to an unauthorised person.
- (2) For the purpose of this item "privileged or confidential information" includes any information—
- (a) Determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
- (b) Discussed in closed session by the council or a committee of the council;
- (c) Disclosure of which would violate a person's right to privacy; or
- (d) Declared to be privileged, confidential or secret in terms of any law.

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(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.

Handwritten marks: a signature and the word "MUN" written vertically.

## **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.

### **14.(A) 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.

CONFIDENTIAL

FINANCIAL DISCLOSURE FORM

I, the undersigned **Nkala MN** of 24 Tugela Avenue, Newcastle, 2940 employed as a Director Infrastructure at the eDumbe Local Municipality hereby certify that the following information is complete and correct to the best of my knowledge:

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

See information sheet: Note (1) N/A

| Number of shares / extent of financial interest | Nature         | Nominal value | Name of Company or entity |
|-------------------------------------------------|----------------|---------------|---------------------------|
| 100                                             | Selling Shares | R500 000.00   | just these                |
|                                                 |                |               |                           |
|                                                 |                |               |                           |
|                                                 |                |               |                           |

**2. Directorships and Partnerships**

See information sheet: Note (2) N/A

| Name of Corporate entity, partnership or firm | Type of business | Amount of Remuneration or Income |
|-----------------------------------------------|------------------|----------------------------------|
|                                               |                  |                                  |
|                                               |                  |                                  |
|                                               |                  |                                  |
|                                               |                  |                                  |

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

See information sheet: Note (3) N/A

| Name of Employer | Type of work | Amount of Remuneration or Income |
|------------------|--------------|----------------------------------|
|                  |              |                                  |
|                  |              |                                  |
|                  |              |                                  |
|                  |              |                                  |

Council sanction confirmed:

Signature of Acting Municipal Manager:

Date: 20/10/2022

CONFIDENTIAL

4. Consultancies and Retainership

See information sheet: Note (4) N/A

| Name of client | Nature | Type of business activity | Value of benefits received |
|----------------|--------|---------------------------|----------------------------|
|                |        |                           |                            |
|                |        |                           |                            |
|                |        |                           |                            |
|                |        |                           |                            |

5. Sponsorships

See information sheet: Note (5) N/A

| Source of sponsorship | Description of sponsorship | Value of sponsorship |
|-----------------------|----------------------------|----------------------|
|                       |                            |                      |
|                       |                            |                      |
|                       |                            |                      |
|                       |                            |                      |

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

See information sheet: Note (6) N/A

| Description | Value | Source |
|-------------|-------|--------|
|             |       |        |
|             |       |        |
|             |       |        |
|             |       |        |

7. Land and property

See information sheet: Note (7)

| Description | Extent | Area | Value        |
|-------------|--------|------|--------------|
| Residential |        | 1900 | 1850 000-00  |
| Residential |        | 2000 | 8950 000-00  |
| Commercial  |        | 1500 | 81500 000-00 |

SIGNATURE OF EMPLOYEE

DATE: 20/10/2022

PLACE: edimbe.

CONFIDENTIAL

OATH / AFFIRMATION

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

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

Answer Yes

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

Answer No

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

Answer Yes

2. I certify that the deponent has acknowledged that she 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: Zeslwe Paccan Kuntane (Block)

letters)

Designation (rank): Lt Col Ex Officio Republic of South

Africa

Street address of institution: 38 Male Street

Paulpietersburg, 3180

Date: 2022-10-28

Place: Paulpietersburg

|                              |
|------------------------------|
| SOUTH AFRICAN POLICE SERVICE |
| STATION COMMANDER            |
| 2022 -10 - 28                |
| PAULPIETERSBURG              |
| KWAZULU-NATAL                |

CONTENTS NOTED: ACTING MUNICIPAL MANAGER

DATE: 28/10/2022

## CONFIDENTIAL

### INFORMATION SHEET FOR THE FINANCIAL DISCLOSURE FORM

The following notes is a guide to assist with completing the Financial Disclosure form:

#### **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.

MMW  
D

## CONFIDENTIAL

### **NOTE 4: Consultancies and Retainership**

Designated employees are required to disclose the following details with regard to consultancies and Retainership:

- 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 Retainership.

### **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 interest.

mmu  
Joe