



**INDIVIDUAL ANNUAL PERFORMANCE AGREEMENT**

**ENTERED INTO BY AND BETWEEN:**

**MSUNDUZI MUNICIPALITY**

**Herein represented by:**

*Councillor Mzimkhulu Thebolla (Full Name)*

In his capacity as the: *Mayor (Supervisor)*

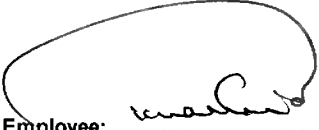
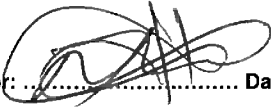
**AND**

*Madoda Phumula Khathide (Full Name)*

As the *City Manager (Jobholder)*

**PERIOD OF AGREEMENT: 1 July 2021 to 30 June 2022**

Following completion of this form, it must be forwarded to the Section:  
Human Resource Management

Signatures: Employee:  Date: *22/7/2021* Supervisor:  Date: *06/07/21*



**WHEREBY IT IS AGREED AS FOLLOWS:**

**1. PURPOSE**

- 1.1 The purpose of entering into this agreement is to communicate to the Employee the performance expectations of the Municipality.
- 1.2 The performance plan defines the Council's expectations of the employee's performance agreement to which this document is attached and Non-Section 57 (1) 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) as reviewed annually.
- 1.3 Should any non-agreement arise between the Employer and the Employee in respect of matters regulated by this plan, the process outlined in the Municipality's PMDS should be followed. If this process fails, the Employee may apply the formal grievance rules.

**2. VALIDITY OF THE AGREEMENT**

- 2.1 The agreement will be valid for the period **1 July 2021 to 30 June 2022**
- 2.2 The content of the plan may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon, especially where changes are significant.
- 2.3 If at any time during the validity of this plan the work environment of the Municipality changes (whether as a result of Council or Management decisions or otherwise), to the extent that the contents of this agreement are no longer appropriate, the contents shall immediately be revised.

**3. JOB DETAILS**

Employee Number	:	8598900
Management level	:	Level 1
Component	:	Msunduzi Municipality
Unit	:	Msunduzi Municipality
Location	:	Head Office – City Hall
Occupational classification	:	Senior Management (Section 56)
Designation	:	City Manager: Msunduzi Municipality

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*NW*



#### 4. JOB PURPOSE

The purpose of the City Managers' job should be in line with the Municipality's priorities as identified in the 2021 – 2022 Service Delivery Budget and Implementation Plan. The purpose of the City Manager is to assist the Mayor in implementing the Municipality's Strategic Objectives by ensuring efficient provisioning and management of Municipal Delivery Programmes, through the implementation of policies, strategies, projects and processes that advance the realisation of goals and objectives of the Msunduzi Municipality.

#### Overall accountability of the jobholder:

The jobholder is the City Manager and has the responsibility for Municipal Delivery Programmes. The incumbent will provide continuous Management and other relevant information to the Mayor in the Municipality's delivery of services.

#### 5. JOB FUNCTIONS

The key functions of the jobholder are to:

- ⇒ Municipal Transformation and Organisational Development
- ⇒ Basic Service Delivery
- ⇒ Local Economic Development
- ⇒ Municipal Financial Viability and Management
- ⇒ Good Governance and Public Participation

#### 6. REPORTING REQUIREMENTS/LINES & ASSESSMENT LINES

The Jobholder shall report to the Supervisor on all parts of this plan. He/She shall:

- ⇒ Timeously alert the supervisor of any emerging factors that could preclude the achievement of any performance plan undertakings, including the contingency measures that she/he proposes to take to ensure the impact of such deviation from the original plan is minimised.
- ⇒ Establish and maintain appropriate internal controls and reporting systems in order to meet performance expectations.
- ⇒ Discuss and thereafter document for the record and future use any revision of targets as necessary as well as progress made towards the achievement of performance plan measures.



In turn the supervisor shall:

- ⇒ Meet to provide feedback on performance and to identify areas for development at least four times a year.
- ⇒ Create an enabling environment to facilitate effective performance by the Jobholder.
- ⇒ Facilitate access to skills development and capacity building opportunities.
- ⇒ Work collaboratively to solve problems and generate solutions to common problems within the municipality that may be impacting on the performance of the Jobholder.

**7. PERFORMANCE ASSESSMENT/APPRAISAL FRAMEWORK**

Performance will be assessed according to the information contained in the Workplan.

- 7.1 The Key Performance Areas (KPA) and Core Managerial Competencies (CMCs) together with their weighting, during the period of this agreement shall be as set out in the table below.
- 7.2 The Employee undertakes to focus and to actively work towards the promotion and implementation of the KPAs within the framework of the laws and regulations governing the Municipality. The specific duties/outputs required under each of the KPAs are outlined in the attached work plan. KPAs should include all special projects the Employee is involved in. The WORKPLAN should outline the Employee’s specific responsibilities in such projects.

***NB: KPAs should preferably not exceed five (5).***

Key Performance Areas (KPAs)	Weight
1. Basic Service Delivery	40%
2. Municipal Institutional Development and Transformation	20%
3. Local Economic Development	10%
4. Municipal Financial Viability and Management	20%
5. Good Governance and Public Participation	10%
<b>TOTAL</b>	<b>100%</b>

**NOTE: WEIGHTING OF KPAs MUST TOTAL 100%**

*MMA*

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**8. PERFORMANCE ASSESSMENT**

The assessment of an Employee shall be based on his performance in relation to the KPAs and CMCs and performance indicators, as set out in this PERFORMANCE PLAN and attached WORKPLAN. The performance of the employee in respect of all individual KPAs and all individual

KPAs and CMCs will be assessed using a 5-point rating scale, i.e.:

- ⇒ 5 = OUTSTANDING PERFORMANCE
- ⇒ 4 = PERFORMANCE SIGNIFICANTLY ABOVE EXPECTATIONS
- ⇒ 3 = FULLY EFFECTIVE
- ⇒ 2 = PERFORMANCE NOT FULLY EFFECTIVE
- ⇒ 1 = UNACCEPTABLE PERFORMANCE

The total KPAs and the total CMCs scores are combined to produce an overall performance percentage score with percentage ranges that coincide with the above 5-point assessment scale.

**Employees: KPAs shall contribute 80% and CMCs 20% of the final assessment**

**9. FEEDBACK**

Performance feedback shall be in writing on the Second Quarter Review Form and Annual Review Form, based on the Employer’s assessment of the Employee’s performance in relation to the KPAs and GAFs and standards outlined in this performance plan and taking into account the Employee’s self-assessment.

**10. DEVELOPMENTAL REQUIREMENTS**

10.1 The Supervisor and the Jobholder agree that the Jobholder’s key development needs are in relation to his/her current job and envisaged career path in the Municipality. Data on areas for development are identified in the Personal Development Plan (attached)

**11. TIMETABLE AND RECORDS OF REVIEW DISCUSSIONS AND ANNUAL ASSESSMENT**

ANNUAL PERFORMANCE ASSESSMENT 2020/2021	AUGUST/SEPTEMBER 2021
QUARTER 1 – 2021/2022 FINANCIAL YEAR (ORAL)	NOVEMBER/DECEMBER 2021
QUARTER 2 – 2021/2022 FINANCIAL YEAR	FEBRUARY 2022
QUARTER 3 – 2021/2022 FINANCIAL YEAR (ORAL)	APRIL/MAY 2022

Assessment results (*Mid-Year review & annual evaluation*) shall be recorded in writing. Incumbents will be assessed by the Municipal Assessment Committee in their Mid-year and Annual Reviews. Incumbents will be orally assessed by their Supervisor for their 1<sup>st</sup> and 3<sup>rd</sup> Quarter Assessments. Assessments will entail a review of progress made in respect of the fulfilling of the aforesaid responsibilities and may lead to modifications in either responsibilities or methods of assessment.



**12. DISPUTE RESOLUTIONS**

⇒ Any dispute about the interpretation and application of this agreement shall be mediated by: *KwaZulu-Natal MEC: Cooperative Governance and Traditional Affairs.*

**13. AMENDMENT OF AGREEMENT**

Amendments to the agreement shall be in writing and can only be effected after discussion and agreement by both parties.

14. The following are annexures of this individual annual performance agreement for the 2021/22 financial year:

- ANNEXURE A: CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS**
- ANNEXURE B: FINANCIAL DECLARATION FORM**
- ANNEXURE C: PERSONAL DEVELOPMENT PLAN**
- ANNEXURE D: INDIVIDUAL WORKPLAN**

**15. SIGNATURES OF PARTIES TO THE AGREEMENT**

The contents of this document have been discussed and agreed with the Jobholder concerned.

**Name of Jobholder:** Madoda Phumula Khathide

Signature:  ..... Date: 06/07/21 .....

AND

**Name of Supervisor:** Councillor Mzimkhulu Thebolla

Signature:  ..... Date: 06/07/21 .....



ANNEXURE A

# MSUNDUZI MUNICIPALITY

## CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

### SCHEDULE 2



Signatures: Employee: ..... Date: 06/07/21 ..... Supervisor: ..... Date: 06/07/21 .....





## 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 subitem (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.

*MS* *P*



**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.

A large, stylized handwritten signature in black ink, appearing to be 'M.A.' or similar.

A small, handwritten mark or signature in the bottom right corner of the page.



ANNEXURE B

# MSUNDUZI MUNICIPALITY

## FINANCIAL DISCLOSURE FORM



Signatures: Employee: ..... Date: 06/07/21 ..... Supervisor: ..... Date: 06/07/21 .....



## FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) \_\_\_\_\_ of  
 \_\_\_\_\_ (Postal address) and  
 \_\_\_\_\_ (Residential address)  
 employed as MUNICIPALMANAGER \_\_\_\_\_ at the MSUNDUZI MUNICIPALITY  
 Municipality hereby certify that the following information is complete and correct to the best of  
 my knowledge:

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

*See information sheet: Note (1)*

Number of shares / extent of financial interest	Nature	Nominal value	Name of Company or entity

**2. Directorships and Partnerships**

*See information sheet: Note (2)*

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)*

Name of Employer	Type of work	Amount of Remuneration or Income

*MNA*



Council sanction confirmed:

Signature of Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

**4. Consultancies and retainerships**

See information sheet: Note (4)

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

**5. Sponsorships**

See information sheet: Note (5)

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)

Description	Value	Source

**7. Land and property**

See information sheet: Note (7)

Description	Extent	Area	Value

ANNEX 1 u/s

*NNA*



**SIGNATURE OF EMPLOYEE:** \_\_\_\_\_

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

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

**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.

*ANNIE JACOBS*

\_\_\_\_\_  
**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: MAYOR** \_\_\_\_\_

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

*ANNIE JACOBS*

*J*





## INFORMATION SHEET FOR THE GENERIC FINANCIAL DISCLOSURE FORM

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

Disclosure form (Annexure A):

### 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.



**ANNEXURE C**

**PERSONAL DEVELOPMENT PLAN**

**ENTERED INTO BY AND BETWEEN:**

**MSUNDUZI MUNICIPALITY**

**Herein represented by:**

*Councillor Mzimkhulu Thebolla (Full Name)*

In his/her capacity as: *Mayor (Supervisor)*

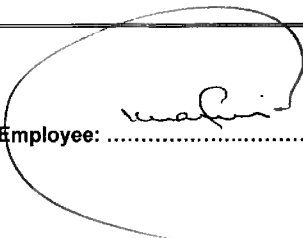
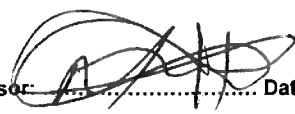
**AND**

*Madoda Phumula Khathide (Full Name)*

As the *City Manager (Jobholder)*

**PERIOD OF AGREEMENT: 1 July 2021 to 30 June 2022**

Following completion of this form, it must be forwarded to the Section:  
Human Resource Development.

Signatures: Employee:  Date: 06/07/21 Supervisor:  Date: 06/07/21



<b>MUNICIPALITY:</b>	<b>MSUNDUZI MUNICIPALITY</b>
<b>NAME:</b>	<b>MADODA PHUMULA KHATHIDE</b>
<b>JOB TITLE:</b>	<b>CITY MANAGER</b>
<b>SUPERVISOR</b>	<b>MAYOR: MSUNDUZI MUNICIPALITY</b>
<b>UNIT</b>	<b>MSUNDUZI MUNICIPALITY</b>
<b>COMPONENT:</b>	<b>MSUNDUZI MUNICIPALITY</b>

**PURPOSE:** To enable the Supervisor and the employee to identify skills development requirements and as a result agree on the steps taken to address those developmental gaps

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

*Fact Finding Competencies*

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

*Research Skills*

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

*Risk Management*

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

*Skills Gaps or Risk Assessment*

*MM P*



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

*Skills Development  
Assessment*

6. Actions/Training interventions to address future progression

*Self Accredited Course*

7. Comments/Remarks of the Incumbent

*Application is to be processed*

8. Comments/Remarks of the supervisor


**IMPACT ASSESSMENT**

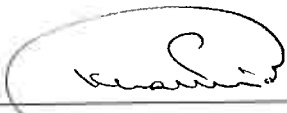
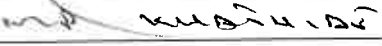
Impact of Development on work (After 3 – 6 Months)	
Employee	Supervisor/Manager
EXPENDITURE MANAGEMENT	
PROJECT MANAGEMENT	
REVENUE MANAGEMENT	

*MW*



**AGREED UPON:**

Signature:   
Supervisor: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature:   
Incumbent:   
Date: 06/07/21

Date of next review: \_\_\_\_\_



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ANNEXURE D

**MSUNDUZI MUNICIPALITY  
PERFORMANCE WORKPLAN**



<b>EMPLOYEE NUMBER</b>	<b>8598900</b>
<b>SURNAME &amp; INITIALS:</b>	<b>KHATHIDE M P</b>
<b>DESIGNATION:</b>	<b>CITY MANAGER</b>
<b>COMPONENT:</b>	<b>MSUNDUZI MUNICIPALITY</b>
<b>UNIT:</b>	<b>MSUNDUZI MUNICIPALITY</b>
<b>MANAGEMENT LEVEL:</b>	<b>LEVEL 1</b>
<b>OCCUPATIONAL CLASSIFICATION:</b>	<b>SENIOR MANAGEMENT – SECTION 56</b>
<b>LOCATION:</b>	<b>HEAD OFFICE – CITY HALL</b>

This performance workplan has been agreed between the parties hereunder and shall be revised and assessed during the 1st Quarter (Orally), 2nd Quarter (Written), 3rd Quarter (Orally) and Annual Quarter (Written)

**Signatures (WE AGREE WITH THE CONTENTS OF THIS PERFORMANCE WORKPLAN)**

**EMPLOYEE:**

*[Handwritten signature]*

**DATE:**

06/07/21

**SUPERVISOR:**

*[Handwritten signature]*

**DATE:**

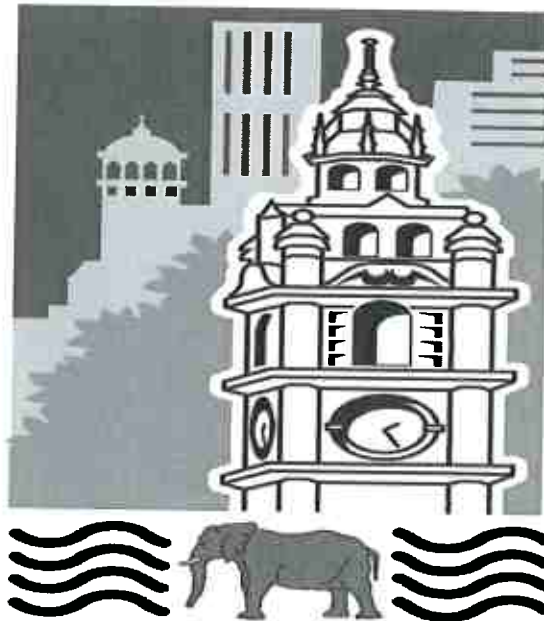
*[Handwritten signature]*

Signatures: Employee: ..... Date: 06/07/21 ..... Supervisor: *[Handwritten signature]* ..... Date: 06/07/21 .....

**MSUNDUZI MUNICIPALITY  
SERVICE DELIVERY & BUDGET IMPLEMENTATION PLAN 2020/2021 FINANCIAL YEAR**

**ANNEXURE 1**

**CITY OF CHOICE**



**PIETERMARITZBURG  
M S U N D U Z I**

**SERVICE DELIVERY & BUDGET IMPLEMENTATION PLAN 2021/2022**

*MM*