

# **PERFORMANCE AGREEMENT**

MADE AND ENTERED INTO BY AND BETWEEN:

**THE NQUTHU LOCAL MUNICIPALITY  
AS REPRESENTED BY THE MUNICIPAL MANAGER**

**MPUMELELO B JIYANE**

.....

AND

BAFANA H BHENGU

.....

**CHIEF FINANCIAL OFFICER  
THE EMPLOYEE OF THE MUNICIPALITY**

FOR THE

FINANCIAL YEAR: 01 JULY 2025 – 30 JUNE 2026

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NN  
m Jiyane  
PN

## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Nquthu Local Municipality, herein represented by Mpumelelo B Jiyane in his capacity as the Municipal Manager (hereinafter referred to as the **Employer**)

and

Bafana H Bhengu- Employee of the Municipality (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") as amended. 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 Act as well as the employment contract entered into between the parties;
- 2.2 Specify objectives and targets defined and agreed with the employee and to communicate to the Employee the Employer's expectations of the Employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Municipality;
- 2.3 Specify accountabilities as set out in a Performance Plan, which forms an annexure to the performance agreement;
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his or her job;



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- 2.6 In the event of outstanding performance, to appropriately reward the Employee;  
and
- 2.7 give effect to the Employer's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery.

### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 01 July 2025 and will remain in force until **30 June 2026** thereafter 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 above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

### 4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (**Annexure A**) sets out-
- 4.1.1 The performance objectives and targets that must be met by the **Employee**;  
and
- 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include Key Objectives; Key Performance Indicators; Target Dates and Weightings.
- 4.2.1 The Key Objectives describe the main tasks that need to be done.
- 4.2.2 The Key Performance Indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 4.2.3 The Target Dates describe the timeframe in which the work must be achieved.
- 4.2.4 The Weightings show the relative importance of the key objectives to each other.

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- 4.3 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**.
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist on components contained in this Performance Agreement.
- 5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Leading and Core Competencies.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPAs covering the main areas of work will account for 80% and Leading and Core Competencies will account for 20% of the final assessment.
- 5.6 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 100% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA's)	Weighting
Municipal Financial Viability and Management	92
Municipal Institutional Development and Transformation	08
<b>Total</b>	<b>100</b>

- 5.7 In the case of managers directly accountable to the Municipal Manager, Key Performance Areas related to the functional area of the relevant manager, must be subject to negotiation between the Municipal Manager and the relevant manager.
- 5.8 The Leading and Core Competencies will make up the other 20% of the **Employee's** assessment, and are indicated on **Annexure A** of the attached Performance Plan.

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## 6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
- 6.1.1 The standards and procedures for evaluating the **Employee's** performance; and
  - 6.1.2 The intervals for the evaluation of the **Employee's** performance.
- 6.2 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.
- 6.3 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.
- 6.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.
- 6.5 The Annual Performance Appraisal will involve:
- 6.5.1 **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.
  - 6.5.2 **Assessment of the Leading and Core Competencies**
    - (a) The leading and core competencies 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 the leading and core competencies.
    - (c) This rating should be multiplied by the weighting given to each leading and core competencies during the contracting process, to provide a score.
    - (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate the leading and core competencies final score
  - 6.5.3 **Overall rating**

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

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Level	Terminology	Description	Rating				
			1	2	3	4	5
1	Not meeting the standards	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

6.7 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established -

- 6.7.1 Mayor;
- 6.7.2 Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
- 6.7.3 Member of the Executive Committee or in respect of a plenary type Municipality, another member of council;
- 6.7.4 Mayor and/or Municipal Manager from another Municipality; and
- 6.7.5 Member of a ward committee as nominated by the Mayor.

6.8 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 -

- 6.8.1 Municipal Manager;
- 6.8.2 Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
- 6.8.3 Member of the Executive Committee or in respect of a plenary type Municipality, another member of council; and
- 6.8.4 Municipal Manager from another Municipality.

6.9 The Manager responsible for Human Resources of the Municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 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>	:	July – September 2025
<b>Second quarter</b>	:	October – December 2025
<b>Third quarter</b>	:	January – March 2026

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**Fourth quarter** : April – June 2026

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

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

7.4 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.

7.5 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.

## 8. DEVELOPMENTAL REQUIREMENTS

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

## 9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall –

9.1.1 Create an enabling environment to facilitate effective performance by the employee;

9.1.2 Provide access to skills development and capacity building opportunities;

9.1.3 Work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;

9.1.4 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

9.1.5 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.

## 10. CONSULTATION

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

10.1.1 A direct effect on the performance of any of the **Employee's** functions;

10.1.2 Commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and

10.1.3 A substantial financial effect on the **Employer**.

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

## 11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:
- 11.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- 11.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 11.3 In the case of unacceptable performance, the **Employer** shall –
- 11.3.1 Provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
- 11.3.2 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.

## 12. DISPUTE RESOLUTION

- 12.1 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 –
- 12.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or
- 12.1.2 Any other person appointed by the MEC.
- 12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.


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**13. GENERAL**

- 13.1 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**.
- 13.2 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 NQUTHU L.M on this the 23 day of JULY 2025

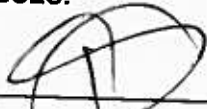
**AS WITNESSES:**

1. 


  
CHIEF FINANCIAL OFFICER

2. 

**AS WITNESSES:**

1. 

  
MUNICIPAL MANAGER

2. 

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PN  
[Signature]

**PERFORMANCE PLAN  
ACTING CHIEF FINANCIAL OFFICER  
NQUTHU LOCAL MUNICIPALITY  
2025/2026**

This plan defines the Council's expectations of the Chief Financial Officer in accordance with the Chief Financial Officer's performance agreement to which this document is attached. Section 57 (5) of the Municipal Systems Act and the Performance Regulations gazetted in Notice No 805, published on 1 August 2006, which provides that performance objectives and targets must be based on the key performance indicators set out from time to time in the Municipality's Integrated Development Plan and determined in agreement with the Municipal Manager (as representative of Council).


There are 6 parts to this plan:

1. A statement about the purpose of the position.
2. Performance review procedure
3. Score card detailing functional key performance areas (KPA's) and their related performance indicators, weightings and target dates.
4. Competency Framework
5. Consolidated score sheet (Performance Assessment Calculator)
6. Link to reward

The period of this plan is from 1 July 2025 to 30 June 2026.

Signed and accepted by the

Chief Financial Officer (CFO).......... Date: 23 July 2025

Signed by the Municipal Manager on behalf of Council.......... Date: 23/07/25





## ANNEXURE A

Outstanding Performance	Performance far exceeds the standard expected of the CFO at this level. The appraisal indicates that the CFO has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.	5
Performance significantly above expectation	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the CFO has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.	4
Fully Effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the CFO has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.	3
Performance not fully Effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the CFO has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan	2
Unacceptable Performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the CFO has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The CFO 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

10. The assessment of the performance of the CFO on all Competencies will be based on the rating scale as reflected in section 4 of the performance plan.
11. The Municipal Manager and the CFO to prepare and agree on a personal development plan (PDP) for addressing developmental gaps.
12. The Municipal Manager and CFO to set new objectives, targets, performance indicators, weightings and dates etc for the following financial year. Performance targets can be revised during the year, if required, only by mutual agreement between the parties.
13. Poor work performance will be dealt with in terms of regulation 32 (3) of the Performance Regulations gazetted in Notice No 805, published on 1 August 2006.

  
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**3. KEY PERFORMANCE AREA SCORECARD**

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Item	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1564	1563	1562	1561	1560	1559	1558	1557	1556	1555	1554	1553	1552	1551	1550	1549	1548	1547	1546	1545	1544	1543	1542	1541	1540	1539	1538	1537	1536	1535	1534	1533	1532	1531	1530	1529	1528	1527	1526	1525	1524	1523	1522	1521	1520	1519	1518	1517	1516	1515	1514	1513	1512	1511	1510	1509	1508	1507	1506	1505	1504	1503	1502	1501	1500	1499	1498	1497	1496	1495	1494	1493	1492	1491	1490	1489	1488	1487	1486	1485	1484	1483	1482	1481	1480	1479	1478	1477	1476	1475	1474	1473	1472	1471	1470	1469	1468	1467	1466	1465	1464	1463	1462	1461	1460	1459	1458	1457	1456	1455	1454	1453	1452	1451	1450	1449	1448	1447	1446	1445	1444	1443	1442	1441	1440	1439	1438	1437	1436	1435	1434	1433	1432	1431	1430	1429	1428	1427	1426	1425	1424	1423	1422	1421	1420	1419	1418	1417	1416	1415	1414	1413	1412	1411	1410	1409	1408	1407	1406	1405	1404	1403	1402	1401	1400	1399	1398	1397	1396	1395	1394	1393	1392	1391	1390	1389	1388	1387	1386	1385	1384	1383	1382	1381	1380	1379	1378	1377	1376	1375	1374	1373	1372	1371	1370	1369	1368	1367	1366	1365	1364	1363	1362	1361	1360	1359	1358	1357	1356	1355	1354	1353	1352	1351	1350	1349	1348	1347	1346	1345	1344	1343	1342	1341	1340	1339	1338	1337	1336	1335	1334	1333	1332	1331	1330	1329	1328	1327	1326	1325	1324	1323	1322	1321	1320	1319	1318	1317	1316	1315	1314	1313	1312	1311	1310	1309	1308	1307	1306	1305	1304	1303	1302	1301	1300	1299	1298	1297	1296	1295	1294	1293	1292	1291	1290	1289	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276	1275	1274	1273	1272	1271	1270	1269	1268	1267	1266	1265	1264	1263	1262	1261	1260	1259	1258	1257	1256	1255	1254	1253	1252	1251	1250	1249	1248	1247	1246	1245	1244	1243	1242	1241	1240	1239	1238	1237	1236	1235	1234	1233	1232	1231	1230	1229	1228	1227	1226	1225	1224	1223	1222	1221	1220	1219	1218	1217	1216	1215	1214	1213	1212	1211	1210	1209	1208	1207	1206	1205	1204	1203	1202	1201	1200	1199	1198	1197	1196	1195	1194	1193	1192	1191	1190	1189	1188	1187	1186	1185	1184	1183	1182	1181	1180	1179	1178	1177	1176	1175	1174	1173	1172	1171	1170	1169	1168	1167	1166	1165	1164	1163	1162	1161	1160	1159	1158	1157	1156	1155	1154	1153	1152	1151	1150	1149	1148	1147	1146	1145	1144	1143	1142	1141	1140	1139	1138	1137	1136	1135	1134	1133	1132	1131	1130	1129	1128	1127	1126	1125	1124	1123	1122	1121	1120	1119	1118	1117	1116	1115	1114	1113	1112	1111	1110	1109	1108	1107	1106	1105	1104	1103	1102	1101	1100	1099	1098	1097	1096	1095	1094	1093	1092	1091	1090	1089	1088	1087	1086	1085	1084	1083	1082	1081	1080	1079	1078	1077	1076	1075	1074	1073	1072	1071	1070	1069	1068	1067	1066	1065	1064	1063	1062	1061	1060	1059	1058	1057	1056	1055	1054	1053	1052	1051	1050	1049	1048	1047	1046	1045	1044	1043	1042	1041	1040	1039	1038	1037	1036	1035	1034	1033	1032	1031	1030	1029	1028	1027	1026	1025	1024	1023	1022	1021	1020	1019	1018	1017	1016	1015	1014	1013	1012	1011	1010	1009	1008	1007	1006	1005	1004	1003	1002	1001	1000	999	9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## ANNEXURE A

**4. COMPETENCY FRAMEWORK FOR THE CHIEF FINANCIAL OFFICER (CCR) (Refer to Competency Framework Assessment Sheet)**

The Competency Framework will be attached separately to this Performance Plan

**5. CONSOLIDATED SCORE (Refer to Performance Assessment Rating Calculator)**

The consolidated performance Evaluation Results will be attached separately to this Performance Plan

**6. LINK TO REWARD**

The CFO's performance will be rewarded in accordance with Section 10 of the Performance Contract. (Regulation 32 (2) of the Performance Regulations gazetted in Notice No 805, published on 1 August 2006.)

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**Annexure B**

**PERSONAL DEVELOPMENT PLAN (PDP)**

Entered into by and between

**Mpumelelo B Jiyane**

.....  
**Municipal Manager  
Nquthu Local Municipality**

["the Employer"]

and

**Bafana H Bhengu**

.....  
**Chief Financial Officer**

["the Employee"]

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TW  
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## Explanatory Notes to the Personal Development Plan

### 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 Development, that is:

- (a) Human resource development should form an integral part of human resource planning and management.
- (b) In order for a municipality's 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, career pathing, scarce skills and talent management and succession planning.
- (c) To ensure the necessary linkage with performance management, the municipality's Performance Management and Development System should provide for the Personal Development Plans of employees to be included in their annual Performance Agreements. Such approach will ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs are also identified during the performance management and appraisal process.
- (d) Career-pathing and succession planning ensures that employees are placed and developed in jobs according to aptitude and identified potential and through training and development acquire the necessary competencies to prepare them for future positions. Scarce skills and talent management also requires appropriate training, education and development interventions.

### 2. Competence Modeling

- 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'.
- 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

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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 **COGTA** 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 (PDPs) 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 the Appendix, entitled Skills / Performance Gap**. The following should be carefully determined during such a process:

- a. Organisational needs, which include the following:
- o Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
  - 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.
  - o Specific competency gaps as identified during the probation period and performance appraisal of the employee.
- b. Individual training needs that are job / career related.

- (b) Next, the **prioritisation of the training needs [1 to ...] in column 1 should also be 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 **outcomes expected in column 2 of the Appendix**, so that once the intervention is completed the impact it had can be measured against relevant output indicators.

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- (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 interventions should be listed in **column 3 of the Appendix, entitled: Suggested training and / or development activity**. The training / development must also be conducted either in line with a recognised qualification from a tertiary institution or unit standards registered on the National Qualifications Framework (South African Qualifications Authority), 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 with regard to a specific outcome / skills gap identified (and registered with the South African Qualifications Authority). Unit standards usually have measurable assessment criteria to determine achieved competency. There is more detail on this in item 4 below.
- (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 the 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 the 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 the Appendix**, further ensures internalization 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 the Appendix**, provides the employee with a **support person** that could act as coach or mentor with regard to the area of learning.

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].

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**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:

Nr.	Learning Area
1	Language, Literacy and Communication
2	Mathematical Literacy, Mathematics and Mathematical Science
3	Human and Social Sciences
4	Natural Sciences
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 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.



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Personal Development Plan of: Bafana H Bhengu

Compiled on (Date): 01 July 2025

Appendix B

1. Skills / Performance Gap (in order of priority)	2. Outcomes Expected (measurable indicators: quantity, quality and time frames)	3. Suggested training and / or development activity	4. Suggested mode of delivery	5. Suggested Time Frames	6. Work opportunity created to practice skill / development area	7. Support Person
ADVANCED EXCEL	ACCURACY OF REPORTS ISSUED ABILITY TO ISSUE REPORTS WITHIN STIPULATED TIME FRAMES	ADVANCED MICROSOFT EXCEL TRAINING	PHYSICAL	DECEMBER TO MARCH 2026	ACCURACY OF REPORTS ISSUED EFFICIENCY IN WORKING ENVIRONMENT	MUNICIPAL MANAGER
CASEWARE	AFS PREPARED INTERNALLY & SAVING ON CONSULTANCY COSTS	CASEWARE TRAINING	PHYSICAL	SEPTEMBER TO NOVEMBER 2025	AFS PREPARED INTERNALLY	MUNICIPAL MANAGER

Employee's signature: 	Date: 21/07/25	Municipal Manager: 	Date: 21/07/25
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**DEFINITIONS:**

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

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

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**FINANCIAL DISCLOSURE FORM**

Annexure C

I, the undersigned (surname and initials) \_\_\_\_\_  
(Postal address) \_\_\_\_\_

\_\_\_\_\_  
(Residential address) \_\_\_\_\_

(Position held) \_\_\_\_\_ **CHIEF FINANCIAL OFFICER**

**NQUTHU LOCAL MUNICIPALITY**

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

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 interests	Nature	Nominal Value	Name of Company/Entity

2. **Directorships and partnerships**  
See information sheet: note (2)

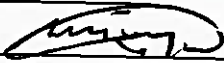
Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/Income

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**3. Remunerated work outside the Municipality**  
 Must be sanctioned by Council. See information sheet: note (3)

Name of Employer	Type of Work	Amount of remuneration/Income

Council \_\_\_\_\_  
 Signature by Council 

Date 25/07/18

**4. Consultancies and retainerships**  
 See information sheet: note (4)

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

**5. Sponsorships**  
 See information sheet: note (5)

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

**6. Gifts and hospitality from a source other than a family member**  
 See information sheet: note (6)

Description	Value	Source

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7. **Land and property**  
See information sheet: note (7)

Description	Extent	Area	Value

SIGNATURE OF EMPLOYEE

DATE: 23 July 2025

PLACE: NORTHU MUNICIPALITY

**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 Yes

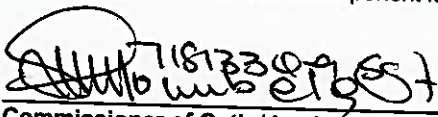
(ii) Do you have any objection to taking the prescribed oath or affirmation?

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/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

  
Commissioner of Oath / Justice of the Peace

Full first names and surname:

Solani Ntombela (Block letters)

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17 RB

SOUTH AFRICAN POLICE SERVICE  
CSC RELIEF B  
24 JUL 2025  
NQUTHU  
KWAZULU - NATAL

CONFIDENTIAL

Designation (rank) Sgt Ex Officio Republic of South Africa

Street address of institution lot 69 Aint Street

Date 2025-07-24 Place Nquthu

  
CONTENTS NOTED: MUNICIPAL MANAGER

DATE: 24/07/25

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Schedule 2

**CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS**

[Sch. 2 amended by s. 29 of Act No. 44 of 2003.]

**Wording of Sections**

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

**General conduct**

2. 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.

**Commitment to serving the public interest**

3. 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;

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- (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.

### **Personal gain**

- 4. (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.

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## 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 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.

## 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 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.

## Undue influence

7. 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

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- 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.

### **Rewards, gifts and favours**

- 8.(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).

### **Council property**

9. 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.

### **Payment of arrears**

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10. 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.

#### **Participation in elections**

11. 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.

#### **Sexual harassment**

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

#### **Reporting duty of staff members**

13. 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.

#### **Breaches of Code**

14. 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.

#### **Disciplinary steps**

14A(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;

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- (c) transfer to another post;
- (d) reduction in salary, allowances or other benefits; or
- (e) an appropriate fine.

[Item 14A inserted by s. 29 of Act No. 44 of 2003.]

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