



UMUZIWABANTU MUNICIPALITY

**PERFORMANCE
CONTRACT**

OF

ADVOCATE BRIJRAJ

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UMUZIWABANTU MUNICIPALITY

2020/2021 PERFORMANCE CONTRACT

MADE AND ENTERED INTO BY AND BETWEEN:

THE UMUZIWABANTU LOCAL COUNCIL

("The employer")

REPRESENTED BY THE MUNICIPAL MANAGER: WEST THAMSANQA GUMEDE

DULY AUTHORIZED IN TERMS OF SECTION 57 (1) (B), (4A), (4B) AND (5) OF THE
LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT NO. 32 OF 2000 AS WELL AS
THE EMPLOYMENT CONTRACT ENTERED INTO BETWEEN THE PARTIES

AND

THE DIRECTOR: COMMUNITY SERVICES

ADVOCATE BRIJRAJ

BEE	-	Black Economic Empowerment
CCR	-	Core Competency Requirement
CFO	-	Chief Financial Officer
MM	-	Municipal Manager
EXCO	-	Executive Committee
GM	-	General Manager
HOD	-	Head of Department

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**PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR
THE FINANCIAL YEAR ENDING 30 JUNE 2021.**

IDP	-	Integrated Development Plan
KPA	-	Key Performance Area
KPI	-	Key Performance Indicators
LED	-	Local Economic Development
MSA	-	Municipal Systems Act no. 32 of 2000
Nedlac	-	National Economic Development and Labour Council
OPMS-		Organisational Performance Management System
PA	-	Performance Agreement
PDP	-	Personal Development Plan
PIMS-		Planning Implementation and Management Support
PP	-	Performance Plan
RSA	-	Republic of South Africa
SCM	-	Supply Chain Management
SDBIP	-	Service Delivery and Budget Implementation Plan

DEFINITIONS

Ruling Language - Refers to the language parties to the contract choose to use as a medium for formal communication between them.

Financial Year - Refers to the 12 month period which the organization determines as its budget year.

Director – Refers to the Head of Department

Department - Refers to the Department of Community Development Services

The employee – Refers to the Director Community Services

The employer – Refers to UMUZIWABANTU LOCAL MUNICIPALITY

CFO - Refers to the Director Financial Services

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INTERPRETATION

In this agreement, unless the context clearly indicates a contrary intention:

- The head notes are for reference purposes only and shall not affect the interpretation of any part hereof.
- The singular includes the plural and vice versa
- A reference to one gender includes the other genders.
- Any schedules and annexure shall be initialed by the parties for the purposes of identification and form part of this agreement as if specifically included herein.

GENERAL PROVISIONS

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Director Community Services for a period of 5 years, in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1) (b) of the Municipal Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement. That the parties hereby agree to have this contract developed in terms of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly accountable to Municipal Managers, 2006.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Director reporting to and directly accountable to the Municipal Manager representing the municipality, to a set of actions that will secure local government policy goals.
- 1.4 This performance contract is between **(ADVOCATE BRIJRAJ ID. 610123 5105 087)**, the Director: Community Services, and **(MR WEST THAMSANQA GUMEDE, ID 7508255469087)** the Municipal Manager. It is for the 2020/2021 financial year only.

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- 1.5 The expected performance reflected in this contract is based on the Integrated Development Plan 2017/18 – 2021/22 adopted June 2017, the 2020/2021 Service Delivery and Budget Implementation Plan. The aforementioned documents have been adopted as the working documents of Umuziwabantu Local Municipality and therefore, shall be the basis of the performance assessment.

2. STRATEGIC OBJECTIVE

The Director Community Services has the responsibility of ensuring overall management of all the divisions and sections of the department and that the department executes its functions properly and that all sections get assisted and co-ordinated in order to reach their targets as set in the Service Delivery and Budget Implementation Plan.

He also has a duty to support the Municipal Manager as the vision of the municipality will not be realized if he does not perform his duties. The employee agrees to participate in the Performance Management System that the employer has adopted. The employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards.

It is the objectives of the Director: Community Development Services are to ensure overall management and maintenance of the following:

- Maintenance of the existing Infrastructure, facilities and amenities.
- Fleet management
- Solid Waste Removal
- Refuse and verge maintenance
- Landfill Sites
- Parks and Gardens
- Cemeteries
- Pound Management
- Traffic Control and law enforcement
- Disaster Management and Fire fighting
- Library Services

As the head of department the Director: Community Services is, subject to the policy directions of the Municipal Council, responsible and accountable, *inter alia* for:

- The management of an economical, effective, efficient and accountable department;
- The management of the Department's administration in accordance with all legislation and policy applicable to the municipality;

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- The implementation of municipal plans including but not limited to, the Integrated Development Plan, Performance Management Plan and Service Delivery and Budget Implementation Plan.
- The management, effective utilization and training of staff in his department.
- Maintenance of discipline of staff in his department.
- Promotion of sound labour relations and compliance by the municipality with applicable labour legislation
- Advising the Municipal Manager on his area of performance.

3. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT

If the Director performs and or achieves outstanding performance, he shall qualify for the annual performance bonus in accordance with the contract of employment entered into between the Municipal Manager and the Director Community Services on 1 October 2019 as well as the results of the performance evaluation agreed to in this contract. The acceptability of the level of his performance or otherwise shall be determined and declared by the performance evaluation team in accordance with the provision of this agreement, following the receipt of a report on the Director's achievement or otherwise of the KPIs as reflected in Annexure "A" of this contract.

The attached Annexure "A" and referred to above has listed Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) that are worth 100 points. Each KPA consists of Key Performance Indicators and CCR that have different weightings.

A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that:

- I. A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9% and
- II. A score of 150% and above is awarded a performance bonus ranging from 10% to 14%

In the case of unacceptable performance the employer shall:

- a) Provide systematic or developmental support to assist the employee to improve his performance; and

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**PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR
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- b) After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the Director on grounds of unfitness or incapacity to carry out his or her duties

A performance bonus for outstanding performance or an in-kind recognition of effective performance shall only be effected after,

- I. The annual report for the financial year under review has been tabled and adopted by the municipal council;
- II. An evaluation of performance in accordance with the provisions of regulation 23 and this contract; and
- III. Approval of such evaluation by the municipal council as a reward for outstanding performance or effective performance.

The increment for 2020/2021 shall be based on clauses in the Director's employment contract concluded between him and the Municipal Manager and the provisions of the Local Government: Municipal Performance Regulations for Managers directly accountable to Municipal Managers, 2006. The employer shall grant annual salary adjustment linked to a cost-of-living adjustment based on market indicators which is not performance based, upon the signing of performance contract.


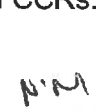

The increment shall only be affected only after this performance contract has been signed by the Director Community Development Services.

EVALUATING PERFORMANCE

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

The annual performance appraisal will involve:

- I. Assessment of the achievement of results as outlined in the performance plan;
- II. Assessing the extent to which the specified standards or KPIs have been met with due regards to ad-hoc tasks that had to be performed under the KPAs and CCRs.

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The criterion upon which the performance of the employee shall be assessed consists of two components, both of which shall be contained in the performance plan:-

- I. The employee must be assessed against both components, with a weighting of **80:20** allocated to the KPAs and the CCRs respectively;
- II. Each area of assessment will be weighted and will contribute a specific part to the total score.

A five-point rating scale to be used for both KPAs and CCRs is the following:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The key appraisal indicates that the employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	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 employee has achieved below fully effective results against more than half the					

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		key performance criteria and indicators as specified in the PA and Performance Plan.					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

The performance bonus payment shall be categorized in two bands with some ranges per band as per the applicable assessment rating calculator.



4. DEVELOPMENTAL REQUIREMENTS

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

5. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

Where the employer, at any time during the Director's employment, is not satisfied with the Director's performance with respect to any matter dealt within this Agreement, the employer will give notice to the Director to attend a monitoring and review meeting.

The Director will have the opportunity at the meeting to satisfy the Municipal Manager or the monitoring and evaluation team of the measures being taken to ensure that his performance becomes satisfactory and any program, including any dates, for implementing these measures.

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6. RULING LANGUAGE

The contract is made out in the English language, which shall be the ruling language. All correspondence between the parties to this contract and all reports and documents pertaining to this contract shall be in English language.

7. TERM OF CONTRACT

This contract shall be deemed to have been entered into on the 1st of July 2020 and will expire on the 30th of June 2021. The parties will conclude a new performance agreement that replaces this Agreement by not later than 31 July 2021. This Agreement will terminate on the termination of the Director's contract of employment for any reason.

8. LIMITATIONS OF THE CONTRACT

This contract is an agreement between the employer and the Director about the expected performance of the latter during the specified term. This contract is subject to the employment contract which the Director entered into on accepting his position and to South African legislation. In the case of any ambiguity, the employment contract shall prevail over this performance contract. Nothing contained in this Agreement in any way limits the right of the employer to terminate the Director's contract of employment with or without notice for any other breach by the Director of his obligations to the Municipality or for any other valid reason in law.

9. MONITORING AND EVALUATION

The monitoring and performance reviews for each quarter as determined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006 shall be comprised of the Municipal Manager, and their brief will be to assess the performance of the Director in line with the performance requirements as outlined in Annexure "A" of this contract. Despite the in-year reviews, the employer shall establish an assessment team to conduct an annual performance review.

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**PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR
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The team to conduct an annual assessment shall be composed as follows:

- I. Municipal Manager
- II. Chairperson of the performance/audit committee
- III. Member of the executive committee
- IV. Municipal Manager from one of the local municipalities in our jurisdiction
- V. Director Corporate Services, for the purpose of providing secretariat services to the team.

10. DISPUTE RESOLUTION

In case of disputes, which cannot be resolved through negotiations and mediation, the employee has a right to refer the case to the Mayor who must settle the case within thirty (30) days of receipt of a formal written dispute referral. The decision of the Mayor shall be deemed final and binding on both parties.

11. JURISDICTION

Regardless of the place of execution, performance or domicile of the parties, this contract and all modifications and amendments hereof shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.

12. WHOLE AGREEMENT

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Director with effect from 01 July 2020.

No agreement, varying, adding to, deleting from or cancelling this contract, shall be effective unless reduced to writing and signed by both parties. The following appendices attached to this contract will have the same force and effect as if they were written in this section of the contract.



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ANNEXURE A: PERFORMANCE PLAN

ANNEXURE B: CORE COMPETENCY REQUIREMENTS (CCR'S)

ANNEXURE C: PERSONAL DEVELOPMENT PLAN

APPENDIX 1: OBLIGATIONS OF PARTIES AND UNFORESEEN CONDITIONS

**APPENDIX 2: COMMITMENT OF TEAM REPORTING DIRECTLY TO THE DIRECTOR:
COMMUNITY DEVELOPMENT SERVICES**

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PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR
THE FINANCIAL YEAR ENDING 30 JUNE 2021.

SIGNED at HARDING this 29TH day of JUNE 2020.

DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ

Signature: 


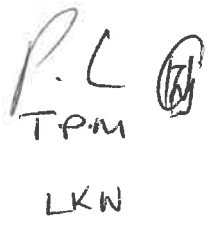

Name Printed: R. BRIJRAJ.

WITNESSES

1. Signature:  Name Printed: PHAKAMA . L NDUMASE


2. Signature:  Name Printed: NOMPILLO MALINGE.

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FOR AND ON BEHALF OF UMUZIWABANTU LOCAL MUNICIPALITY

MUNICIPAL MANAGER: MR WEST THAMSANQA GUMEDE

Signature: _____

Name Printed: WEST T. GUMEDE

WITNESSES

1. Signature: _____

Name Printed: LWAZI NYAWOSE

2. Signature: _____

Name Printed: THANDEKA MHLAKAZA

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ANNEXURE "A"

2020/2021 PERFORMANCE PLAN

NATIONAL KEY PERFORMANCE AREAS (100)

- BASIC SERVICE DELIVERY
- MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT
- GOOD GOVERNANCE AND COMMUNITY PARTICIPATION

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PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR THE FINANCIAL YEAR ENDING 30 JUNE 2021.

MEASURABLE OBJECTIVE	KPI's	TARGET	MEANS OF VERIFICATION	ACHIEVED /NOT ACHIEVED/ PARTIALLY ACHIEVED	ACTUAL	COMMENT	WEIGHTING	SCORE
KPA BASIC SERVICE DELIVERY								
	Number of improvement interventions to community facilities	12	Report to portfolio committee and a resolution / Close Report					
Improve, expand and maintain existing infrastructure	Number of days teams are utilised to clean streets	365 days	Clock cards and Roasters					
To create sustainable and socially cohesive communities	Number of grant reports to be submitted to the Department of Arts and culture.	4						
	Percentage households with access to basic refuse removal	15	IDP					
	Number of environmental awareness campaigns conducted	4	Attendance registers and programs					

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PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR THE FINANCIAL YEAR ENDING 30 JUNE 2021.

To create sustainable and socially cohesive communities	Number of reports on vehicles tested for COR	4	Report to portfolio committee					
To create sustainable and socially cohesive communities	Number of reports on Learner licenses issued	4	Report to portfolio committee					
To create sustainable and socially cohesive communities	Number of reports on new and Renewed Drivers licenses issued	4	Report to portfolio committee					
To create sustainable and socially cohesive communities	Number of beneficiaries trained on computer literacy skills	100						
KPA : MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT								
To create sustainable and socially cohesive communities	Number of grant submission reports submitted to DAC	8	Acknowledgement of receipt					
	Number of cemetery bookings	4	Copy of bookings register					

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PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR THE FINANCIAL YEAR ENDING 30 JUNE 2021.

MEASURABLE OBJECTIVES/OUTPUT	KPI's	TARGET	MEANS OF VERIFICATION	ACHIEVED/NOT ACHIEVED/PARTIALLY ACHIEVED	ACTUAL	COMMENT	WEIGHTING	SCORE
KPA: GOOD GOVERNANCE AND COMMUNITY PARTICIPATION								
Maximize citizen participation	Number of disaster awareness campaigns to be conducted	4	Attendance registers					
Maximize citizen participation	Number of fire awareness campaigns conducted	6	Reports to portfolio committee/program/registers					
Capacity building on Fire related incidents	Number of awareness campaigns on fire related incidents @ schools	4	Reports to portfolio committee/program/registers					
To create sustainable and socially cohesive communities	Number of inspections conducted		Report to portfolio committee					
To create sustainable and socially cohesive communities	Number of Computer training on a quarterly basis	80	Approved list of Beneficiaries/attendance registers					

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PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR THE FINANCIAL YEAR ENDING 30 JUNE 2021.

	Number of new memberships issued	40	Reports to portfolio committee			
	Number of reports submitted on reading material and visual content	4	Reports to portfolio committee			

ANNEXURE "B"


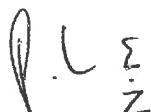


KEYPERFORMANCE AREAS AND CORE COMPETENCY REQUIREMENTS (CCR's)

KEY PERFORMANCE AREAS FOR DIRECTOR COMMUNITY SERVICES	WEIGHTING	SCORE
Basic Service Delivery	50%	
Municipal Transformation and Institutional Development	20%	
Good Governance and Public Participation	30%	

TOTAL		100%
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LEADING CORE COMPETENCIES:

LEADING COMPETENCIES		WEIGHT %
STRATEGIC DIRECTION AND LEADERSHIP	<ul style="list-style-type: none"> Impact and influence Institutional performance Management Strategic Planning and Management Organizational awareness 	
PEOPLE MANAGEMENT	<ul style="list-style-type: none"> Human Capital planning and Development Diversity Management Employee relations Management Negotiation and dispute Management 	
PROGRAM AND PROJECT MANAGEMENT	<ul style="list-style-type: none"> Program and Project planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	
FINANCIAL MANAGEMENT	<ul style="list-style-type: none"> Budget planning and Execution 	

	<ul style="list-style-type: none">▪ Financial strategy and Delivery▪ Financial reporting and Monitoring	
CHANGE LEADERSHIP	<ul style="list-style-type: none">▪ Change Vision and Strategy▪ Process design and improvement▪ Change impact, Monitoring and Evaluation	
GOVERNANCE LEADERSHIP	<ul style="list-style-type: none">▪ Policy Formulation▪ Risk and Compliance Management▪ Cooperative Governance	
TOTAL		20%

CORE COMPETENCIES		WEIGHT %
Moral Competencies		
Planning and Organizing		
Analysis and Innovation		
Knowledge and information management		
Communication		
Results and Quality focus		
TOTAL		10%




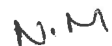
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ACHIEVEMENT LEVELS									
ACHIEVEMENT LEVEL	DESCRIPTION	RATING							
BASIC	Applies basic concepts, methods and understanding of local government operations, but requires supervision and development intervention.	1	2	3	4	5			
COMPETENT	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses.	1	2	3	4	5			
ADVANCED	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses.	1	2	3	4	5			
SUPERIOR	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change. Develops and applies comprehensive concepts and methods.	1	2	3	4	5			

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ANNEXURE "C"

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2020/2021 PERSONAL DEVELOPMENT PLAN

NAME : ADVOCATE BRIJRAJ

JOB TITLE : DIRECTOR COMMUNITY SERVICES

EMPLOYER : UMUZIWABANTU LOCAL MUNICIPALITY

COMPETENCY TO BE ADDRESSED	PROPOSED ACTIONS	TIME-FRAME	EXPECTED OUTCOME

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APPENDIX 1

1.1 Obligations of the Employer (Key Assumptions)

1.2 Office Accommodation

During the full period of the performance agreement the employer shall provide adequate office accommodation for the Director. The occupational cost including the attendant ground rent obligations will be borne by the Employer.

1.2.1 Personnel

The employer shall be required to hire support staff to help the Director.

1.2.2 Facilities and Equipment

1.2.3 During the full period of the performance contract, the employer shall avail to the Director all existing facilities and equipment which he will need in executing his duties.

1.3 Other provisions

1.3.1 Approvals

The Employer shall make a decision/comment on items submitted for approval/comment within two (2) week of receipt of the items.

1.3.2 Tasks to the Employer

The employer undertakes to execute all crucial activities that fall under his responsibility as required by this contract in order not to derail the continuity of office operations. If there is failure on the employer's part and the Director feels that the attainment of targets of this contract is at stake, the two parties will meet and agree on the way forward.

1.3.3 Substitution of the Director

The employer reserves the right to take appropriate action to replace the Director as per employment contract of the Director.

2 Obligations of the Director

2.1 Conditions of service

2.1.1 The Director shall be the Head of Community Services, subject to the conditions of service as stipulated by the employer. The conditions of service of the Director shall include but not restricted to:

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**PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR
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2.1.1.1 Setting of specific of targets for employees reporting to him.

2.1.1.2 Advise Municipal Manager on all matters including progress made in the implementation of the annual service delivery and budget implementation plan.

2.1.1.3 Setting and monitoring of performance indicators for the department and execute corrective measures as and when necessary.

2.1.1.4 Ensuring that the department's office assets are in a good working condition.

2.1.1.5 Provision of high quality service within the department in a cost effective manner within agreed time frames.

2.1.1.6 Completing and submitting performance reports for the *department*, to the Municipal Manager on a quarterly basis for information and reviewal purposes.

2.1.1.7 Assessing performance reports for designated staff where necessary.

2.1.1.8 Preparation of the department's budget and once approved, adhering to it.

2.1.1.9 Implementing strategies to improve the reporting systems of the department.

Attending meetings and other occasions on behalf of the Municipal Manager's office.

2.1.2 The Director shall ensure that the municipal staff has access to, and is well informed about, the disciplinary procedure of the municipality.



2.1.3 Making recommendations to the Municipal Manager to appoint staff in the department's function as the need arises.

2.1.4 Determining the optimum staff level necessary for the accomplishment of targets and advising the employer on reduction or increase of staff in the office. Staff restructuring or reduction will utilize the existing municipal 'staff pool' as will be mutually agreed between the employer and the Director in fulfilment of the current staff reduction/retainment policy. If such staffs are to be laid off due to the staff reduction policy, the cost of severance and other terminal benefits shall be borne by the employer as required by the Labour Laws of RSA.

2.1.5 Carrying out all the necessary office staff training as shall be mutually agreed with the employer.

2.2 Standard of Service

2.2.1 The Director shall exercise all his skills, reasonable care, responsibility and diligence in discharge of his duties under this contract. The Director shall do so with sound professional conduct in accordance with generally accepted standards.


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**PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR
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2.2.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Director in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

2.2.3 Supervision of Personnel in the Municipality

The Director undertakes to supervise personnel in the office. If he is dissatisfied with performance of any staff, provisions of the relevant internal policy and legislative framework of RSA shall apply.

2.2.4 Targets and Milestones

2.2.5 The Director shall do all in his power to achieve the targets and milestones indicated in the municipal IDP, SDBIP and Performance Management System.

2.2.1 The Director undertakes to achieve the parent targets, which shall be directly related to the expected improvement in the level of services and therefore improvement in the quality of life within the municipality. The parent targets are those defined as performance requirements in Section 4 of this contract.

2.3 Reporting

2.3.1 The Director shall submit detailed quarterly reports on the operation of the department to the employer. The reports shall include details of achievement of targets and milestones for that quarter for information purposes. The quarterly report should reach the employer within one month after the quarter in question has lapsed.

2.3.2 The Director also undertakes to submit any other report/s as required by the employer.

2.4 Expenditure

The Director shall be responsible for the implementation of the approved operational and capital budget of the department.

2.5 Maintenance of Assets (fixed and movable) in the Municipality

The Director shall assist the Municipal Manager in the maintenance of assets in the department with the Municipal manager having authority to enter into service contracts with service providers to carry out such maintenance.

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**PERFORMANCE CONTRACT OF THE DIRECTOR COMMUNITY SERVICES, ADVOCATE BRIJRAJ FOR
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2.6 Purchases

- 2.6.1 The Director undertakes to utilize the most recently approved Municipal Supply Chain Management Policy (SCM) to handle all procurement within the municipality, according to the provisions of this contract. No procurement shall be allowed to proceed outside of the approved SCM policy, and the Municipal Internal Audit shall ensure that no payments are effected contrary to this arrangement.

2.7 Books and Records

The Director shall keep accurate books and records of all finance operations and shall permit the employer to inspect them and make copies where necessary.

2.8 Financial Procedures

Financial year shall commence on the 1st July 2014 and end on the 30th June 2015, such period defined as the financial year shall be used for purposes of budgets, expenditures, cash flows and other operational requirements.

- 2.8.1 The employer reserves the right to ensure that finances are operated in accordance with the government's financial regulations and can utilize the services of an auditor in this regard.

- 2.8.2 The Director must ensure strict adherence of all approved municipal financial policies, including issues of cost effectiveness, cost efficiency and over expenditure.




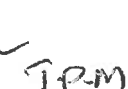

2.9 Budget

- 2.9.1 During the budget process the Director shall make the necessary submissions to Treasury reflecting the projected financial needs of his department for the following financial year.

- 2.9.2 The approval of the departmental budget shall constitute the authority to the Director to incur expenditure accordingly and in line with the performance targets indicated in this performance contract.

2.10 Liability

The Director shall be responsible towards the municipality for the performance of services in accordance with the provisions of this contract, subject to the following limitation.

    
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LKN

Commitment of Management Team reporting directly to the Director: Community Services

I, Mr/Ms R. NOLYU, Manager Protection services, hereby make this commitment to support the Director: Community Services, Advocate R Brijraj to achieve targets as set in this performance contract between him and the employer. As a support manager, I understand that his targets are impossible to achieve without my full support and co-operation. I, therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

1. Signed by


MANAGER: PROTECTION SERVICES

I, Mr/Ms M. C. MUBANGATHA, Manager Cleansing, Parks and Gardens, hereby make this commitment to support the Director: Community services, Advocate R Brijraj to achieve targets as set in this performance contract between him and the employer. As a support manager, I understand that his targets are impossible to achieve without my full support and co-operation. I, therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.


2. Signed by

 M. C. MUBANGATHA
MANAGER: CLEANSING, PARKS AND RECREATION

  NM TAM
LKN

I, Mr/Ms S. N. Zungu Manager Community facilities, hereby make this commitment to support the Director: Community Services, Advocate R Brijraj, to achieve targets as set in this performance contract between him and the employer. As a support manager, I understand that his targets are impossible to achieve without my full support and co-operation. I, therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

3. Signed by



MANAGER: COMMUNITY FACILITIES



LKW



TPM