
GENERAL NOTICE

NOTICE 715 OF 2006

MINISTRY FOR PROVINCIAL AND LOCAL GOVERNMENT

DRAFT LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATIONS FOR SECTION 57 EMPLOYEES

I, Fholisani Sydney Mufamadi, Minister for Provincial and Local Government, in terms of section 120, read with section 72, of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), hereby publish the Draft Local Government: Municipal Performance Regulations for Section 57 Employees, *for* public comment.

F S MUFAMADI
Minister for Provincial and Local Government

Comments must be submitted ~~to~~:

The Director-General
For Attention: Ms S Makotoko
Private Bag X 804
Pretoria
0001

~~Or~~ by facsimile at: (012) 334 4889 or by e-mail to: jackeym@dplg.gov.za ~~or~~,
pieter@dplg.gov.za

Comments must be received by no later than 30 June 2006.

PREAMBLE

These regulations seek to set out how the performance ~~of~~ municipal councils will be uniformly directed, monitored and improved. The regulations reference both the Employment Contract of a Municipal Manager and other Section 57 managers, as well ~~as~~ the Performance Agreement that ~~is~~ entered into between respective municipal councils and Municipal Managers. These instruments wilt, in combination, ensure a basis ~~for~~ performance and continuous improvement in local government.

The Employment Contract ~~seeks~~ to specifically delineate the terms of employment ~~for~~ Municipal Managers, including **Section** 57 Managers. Similarly, the Performance

Agreement seeks to provide an assurance to the municipal council of what the relevant council can and should expect from their Municipal Manager and Accounting Officer.

Finally, these instruments will be most effective when considered in the context of enabling the implementation of a municipality's Integrated Development Plan (IDP). As such, they should simultaneously create an enabling environment for performance and enhanced accountability.

SCHEDULE CHAPTER 1 INTERPRETATION

Definitions

1. In these regulations a word or phrase to which a meaning has been assigned in the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), has that meaning and, unless the context otherwise indicates-

"Employee" means a person employed by a municipality as a municipal manager or as a manager directly accountable to a municipal manager;

"Employer" means the municipality employing a person as a municipal manager or as a manager directly accountable to a municipal manager and as represented by the Mayor or Executive Mayor.

"the Act" means the Local Government Municipal Systems Act, 2000.

CHAPTER 2

EMPLOYMENT CONTRACTS FOR MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO A MUNICIPAL MANAGER

General principles

2 (1) In accordance with section 57 of the Act a person may only be appointed as a municipal manager or a manager directly accountable to a municipal manager in terms of a written employment contract complying with the provisions of section 57 of the Act.

(2) The employment contract must include, subject to applicable labour legislation:

- (a) details of duties;
- (b) remuneration;
- (c) benefits; and
- (d) other terms and conditions of employment.

(3) The employment contract for a municipal manager must

- (a) be for a fixed term period of five years;
- (b) include a provision for cancellation of the contract, in the case of non-compliance with the employment contract or, where applicable, the performance agreement; and
- (c) stipulate the terms of the renewal of the employment contract, but only by agreement between the parties; and
- (d) reflect the values and principles referred to in section 50 of the Act, the Code of Conduct set out in Schedule 2 of the Act, and the management standards and practices contained in section 51 of the Act.

Parties

3. (1) The employment contract should clearly identify the municipality concerned by means of referring to its official name and should reflect the address of the municipality's principal place of business.

(2) The parties to the employment contract are the municipality as represented by the Mayor or Executive Mayor and the person to be appointed through the employment contract, referred to as the employee.

Establishment of contract

4. (1) The contract must provide for the employment to be subject to the terms and conditions of the Act as well as the Municipal Finance Management Act, 2003. In this

regard provision must be made for the responsibilities of the municipal manager in terms of section 55 of the Act and the provisions of the Municipal Finance Management Act, 2003.

(2) In the case of the municipal manager, the contract must provide for a commencement date and termination date.

(3) There should be no expectation that the contract will be renewed or extended beyond the term referred to in subitem (2) and that the employer's decision not to renew or extend the contract shall not constitute an unfair dismissal and that the employee shall not be entitled to any form of compensation.

(4) Employment in terms of the contract should further be subject to compliance with the following terms-

(a) the signing of a performance agreement within sixty (60) days after assumption of duty and annually within thirty (30) days after the commencement of the new financial year as provided;

(b) a probationary period of twelve (12) months;

(c) the submission of original certificates of the employee's academic and professional qualifications and proof of previous employment prior to or on the date of assumption of duty;

(d) the Code of Conduct as stipulated in Schedule 2 of the Act, which must form an appendix to the contract;

(e) disclosure of financial interests on an annual basis, which shall be lodged with the municipal council and be submitted on the date of assumption of duty; and

Place of work

5. The employee's place of work shall include the employer's area of jurisdiction' but he or she may be required to perform other duties or work at other places that may reasonably be required by the employer.

Official working hours

6 The employee shall work a minimum of eight (8) ~~hours~~ a day and forty ~~(40)~~ hours per week on a flexible basis between 07:00 and 17:00 ~~daily~~.

Remuneration

7. (1) The contract must provide that the employee shall ~~be~~ paid ~~an inclusive~~ annual remuneration package, to be indicated in Rand value and payable ~~in 12 equal~~ monthly instalments.

(2) The inclusive annual remuneration package consists of a ~~bask~~ salary and a flexible portion. The basic salary shall be at least 69% of the inclusive flexible remuneration package. The remaining part of the remuneration package is the ~~flexible~~ portion and may be structured by the ~~employee~~ as set out in subitem 4. ~~The rules~~ governing the structuring of the flexible portion ~~will be~~ provided by the employer.

(3) The inclusive remuneration package must be structured in accordance with the guidelines issued from time to time by the ~~South~~ African Revenue Service (SAM)

(4) The flexible portion may be structured as ~~follows~~:

- (a) Retirement or provident fund;
- (b) Contribution to a Medical Aid scheme;
- (c) Motor vehicle allowance;
- (d) Housing allowance;
- (e) 13th Cheque; and
- (f) ~~Non-pensionable allowance~~.

(5) The employee's inclusive annual remuneration package shall be ~~adjusted~~ annually linked to a cost-of-living increase, which is not performance based.

Pay progression and performance bonus

8. (7) ~~In addition to the annual cost-of-living increase, the employee shall be eligible~~ to be considered for a performance related increase (pay progression) on an annual basis.

(2) A performance bonus between 5% and 14% of the inclusive annual remuneration package may be paid to the employee after the end of the financial year and **only** after an evaluation of performance and approval of such evaluation **by** the Municipal Council, as a **reward** for outstanding performance.

Motor vehicle

9. (1) The employee must have a motor vehicle available for the proper performance **of** his or her functions and discharge of **his** or her duties, He or she should secure **his** or her own financing.

(2) The choice of motor **vehicle** referred to in subitem (1) is the exclusive discretion of the employee, provided that such vehicle must be suitable for official duties.

(3) The employee will not be entitled to use any vehicle of the employer for the performance of his or her official duties.

(4) **If** the employee utilizes his or her private vehicle to carry out **official** duties, **he** or she will be compensated for kilometres travelled in excess of 500 km per month, **according to the** tariffs payable for privately owned vehicles as prescribed by the Department of Transport.

Mobile phone

10. The employee shall be entitled to a mobile telephone for **official** purposes according to the policy of the Municipality or in accordance with a decision of Council.

Retirement and provident fund

11. The remuneration package may **include** a contribution to a retirement fund. If the employee, elects to structure for a **retirement/** provident fund contribution, he/ she shall supply the employer with proof of such membership.

Medical aid scheme

12. The remuneration package may include a contribution towards a medical aid scheme. If the employee chooses to become a member of and contribute to a medical aid scheme, he or she shall supply the employer with proof of such membership.'

Overtime work

13. (1) The employee shall place the whole of his or her time at the disposal of the Municipality and it will be required of the employee to work overtime, when required.

(2) The employee will not qualify for overtime remuneration or time off.

Deductions from salary

14. The employer shall be allowed to deduct such deductions from the employee's monthly all-inclusive remuneration package, any deductions for, *inter alia*, but not limited to, the recovery of debt, deductions in terms of legislation, collective agreements, ordered by the court, *etc.*

Leave

15. (1) The employee shall be entitled to ~~twenty-two~~ (22) working days annual leave with full pay every calendar year. If the employee is appointed after the commencement of an annual leave cycle, he or she shall be entitled to annual vacation leave on a pro rata basis determined as a fraction of the entitlement. The employee must take at least 10 (ten) consecutive ~~working~~ days leave within a twelve-month period.

(2) The employee shall be entitled to thirty-six (36) working days sick leave with full pay in a three-year cycle.

(3) The employee shall be entitled to four (4) consecutive calendar months' maternity leave to commence at any time from four (4) weeks before the expected date of birth or on a date from which the attending medical practitioner certifies that it is necessary for the employee's health or that of the unborn child.

(4) The employee shall **further** be entitled to a *maximum* of five (5) working days **family** responsibility leave per calendar year, which can be **utilised** for birth, illness or **death** of a close family member.

(5) The employer may grant ~~the~~ employee special leave with or without pay **for a** reasonable number of working days with prior approval in terms of the relevant special leave **policy** or by decision of council.

Precautionary suspension

16. (1) The employer may suspend an employee on full pay if he or she is alleged to have **committed** a serious offence and the employer believes his or her **presence at the workplace** might **jeopardise** any investigation into the alleged misconduct or endanger **the** well being or safety of any person or municipal property.

(2) The employee who is to be suspended shall be notified, in writing, of the reasons for his or her suspension **simultaneously** or at the latest within 24 hours after the suspension. He or she shall have the right to respond within seven (7) working days.

(3) **If an** employee **is** suspended as a precautionary measure, the employer must **hold** a disciplinary hearing within sixty (60) days, provided that the chairperson of the **hearing** may extend **such** period, failing which, the suspension shall be terminated in **writing and the** employee shall return to full duty.

Termination of contract

17. (1) The employee may terminate this contract by giving thirty (30) days written notice of termination **and** the employer may, in its sole discretion, waive any part of the **notice** period.

(2) The employment contract shall terminate at the end of the period provided for in **Hem 4(2)**.

(3) Parties shall **be** entitled to **terminate** the contract on breach of the 'material **terms of the contract** by the other **party** after first having given the other party fourteen (14)

days written notice calling upon the other party to rectify the breach and if such party **still** remains in breach or does not rectify the breach.

(4) The employer may further terminate the contract on account of misconduct on the part of the employee or due to unacceptable performance in terms of the performance management system after the relevant incapacity procedures have been followed. The employer shall comply with its disciplinary code and procedures and **if** there are none, with the disciplinary code and procedures of the South African Local Government Bargaining Council as well as with the Labour Relations Act, 1995 (Act No. 66 of 1995).

(5) Should the employee accept a nomination as a candidate for election as a member of a Council, Provincial or National Legislature or Parliament, he shall **be** deemed to have voluntarily terminated his services with the employer with effect from the **date** which he or she is issued a certificate in terms of section 31(3) of the Electoral Act, 1998 stating that he or she is a candidate in the relevant election or from the date on which **he** or she is nominated as a permanent candidate to the National Council of Provinces.

Variation

18. (1) The employment contract must provide that no addition to or variation **or** mutually agreed cancellation or novation **of** the contract and no waiver of any right arising from the contract or its breach or termination shall **be of** any force or effect unless reduced to writing and signed **by or** on behalf **of** both parties.

(2) The general conditions of service and benefits may **be** changed **from time to time by** means of Council Resolutions or regulations and/or guidelines in terms of the **Act** or other relevant legislation.

No indulgence

19. The employment contract must provide that no latitude, extension of time **or** other indulgence which **may be given or allowed by the employer to the employee in respect of** the performance **of** any obligation in terms of the contract, and no delay or forbearance in the enforcement of any right of any party arising from the contract, and no single or partial

exercise of any right by any party under the contract, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of arising from the contract or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term thereof.

Severability

20. Save to the extent contemplated in the contract, the parties should acknowledge and agree that each phrase, sentence, paragraph and clause of the contract is severable, the one from the other, notwithstanding the manner in which they may be linked together or grouped automatically and if in terms of any judgement or order, any phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining phrases, sentences, paragraphs and clauses, as the case may be, shall nevertheless continue to be of full force and effect.

General

21. The employment contract contemplated in these regulations must adhere to generally accepted principles of contract law and should contain provisions providing for good faith; interpretation; jurisdiction, with due regard to the jurisdiction of the Commission for Conciliation, Mediation and Arbitration (CCMA) to adjudicate disputes; *domicilia citandi et executandi* and the serving of notices.

CHAPTER 3

PERFORMANCE AGREEMENTS FOR MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO MUNICIPAL MANAGERS

Purpose of performance agreement

22. The purpose of the agreement is to:

(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) specify objectives and targets established for the employee and to communicate to the employee the employer's expectations of the employee's performance expectations and accountabilities;

(3) specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;

(4) monitor and measure performance against set targeted ~~outputs~~;

(5) use the performance agreement as the basis for assessing the suitability of the employee for permanent employment and/or to assess whether the employee has met the performance expectations applicable to his or her job;

(6) in the event of outstanding performance, to appropriately reward the employee in accordance with the employer's performance management policy; and

(7) give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

Commencement and duration

23. (1) The performance agreement will commence on a specified date and will remain in force until a specified date ~~whereafter~~ a new **performance** agreement is ~~to~~ be concluded between the parties for the next financial year or any portion thereof.

(2) The parties will review the provisions of this agreement during June each year. The parties will conclude a new performance agreement that replaces the previous agreement at least once a year by not later than the beginning of each successive financial year.

(3) The agreement will terminate on the termination of the employee's contract of employment for any reason,

(4) The content of the agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.

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

Performance objectives

24. (1) The performance plan sets out:

- (a) The performance objectives and targets that must be met by the employee; and
- (b) the time frames within which those performance objectives and targets must be met.

(2) The performance objectives and targets reflected in the performance plan are set by the employer in consultation with the employee and based on the Integrated Development Plan and the Budget of the employer, and shall include key objectives; key performance indicators; target dates and weightings.

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

(4) 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.

Performance managementsystem

25. (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.

(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.

(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.

(4) The employee agrees to participate in the performance management and development system that the employer adopts.

(5) The employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (including special projects relevant to the employee's responsibilities) within the local government framework.

(6) The criteria upon which the performance of the employee shall be assessed shall consist of two components, both of which shall be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Managerial Competencies (CMCs) respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPA's covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.

(7) The employee's assessment will be based on his or her performance in terms of the outputs/ outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings reflected agreed to between the employer and employee.

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	
Municipal Institutional Development and Transformation	
Local Economic Development (LED)	
Municipal Financial Viability and Management	
Good Governance and Public Participation	
Total	100%

(8) The **CMCs** will make up the other 20% of the employee's assessment score. CMCs that are deemed to be most critical **for** the employee's specific **job** should be selected from the **list** below as agreed to between the employer **and the** employee.

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES		
CORE MANAGERIAL COMPETENCIES (CMC)	✓	WEIGHT
Strategic Capability		
Programme and Project Management		
Financial Management		
Change Management		
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analytical Thinking		
People and Diversity Management		
Client Orientation		
Communication		

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES		
CORE MANAGERIAL COMPETENCIES (CMC)	✓	WEIGHT
Accountability and Ethical Conduct		
Policy conceptualisation and implementation		
Mediation skills		
Advanced negotiation skills		
Advanced influencing skills		
Partnership and stakeholder relations		
Supply chain management		
		100%

Evaluating performance

26. (1) The performance plan sets out -

- (a) the standards and procedures for evaluating the employee's performance; and
- (b) the intervals for the evaluation of the employee's performance.

(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.

(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.

(4) The employee's performance will be measured in terms of contributions to the goals and strategies set out in the employer's IDP.

(5) The annual performance appraisal will involve:

- (a) Assessment of the achievement of results as outlined in the performance plan:

- (i) 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.
- (ii) **An** indicative rating on the five-point scale should be provided for each **KPA.**
- (iii) The **applicable** assessment rating calculator must then be used to add the scores and calculate a final KPA score.

(b) Assessment of the CMCs

- (i) Each CMC should be assessed according to the extent to which the specified standards **have been** met.
- (ii) An indicative rating on the five-point scale should be provided for each **CMC.**
- (iii) **This** rating should be multiplied by the weighting given to each CMC during the contracting process, to provide a score.
- (iv) The applicable assessment rating calculator must then be used to add **the** scores and calculate a final CMC score.

(c) Overall rating

- (i) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall (rating represents the outcome of the performance appraisal.
- (ii) The assessment of the performance of the employee **will** be based on the **following** rating scale for KPA's and Core Managerial Competencies:

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 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.					

Level	Terminology	Description	Rating				
			1	2	3	4	5
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 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.					

(d) For purposes of evaluating the performance of the employee, an evaluation panel constituted by the following persons will be established -

- (i) Executive Mayor/ Mayor;
- (ii) Chairperson of the audit committee;
- (iii) Ward committee member (on a rotational basis), where applicable;
- (iv) Member of the mayoral committee; and
- (v) Mayor and/or municipal manager from another municipality.

Schedule for performance reviews

27. (1) The performance of the employee in relation to his ~~or 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**:

First quarter	July - September.....
Second quarter	October - December.. ..
Third quarter	January - March.....
Fourth quarter	April - June.. ..

(2) The employer shall keep a **record** of ~~the~~ mid-year **review and** annual assessment meetings.

(3) Performance feedback shall be based on ~~the~~ employer's assessment of ~~the~~ employee's **performance**.

(4) The employer will be entitled to review and make reasonable changes to ~~the~~ provisions of the performance plan from time to time for operational **reasons**. ~~The~~ employee will be fully consulted before any such change **is made**.

(5) The employer may amend the provisions of the **performance** plan 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.

Developmental **requirements**

28. A personal development plan (**PDP**) ~~for~~ addressing developmental gaps must form part of the performance agreement.

Obligations of the employer

29. The Employer shall -

(1) create an enabling environment to facilitate effective performance by the employee;

(2) provide access to ~~skills~~ development and capacity building opportunities;

(3) work collaboratively with the employee to solve problems and generate ~~solutions~~ to ~~common~~ problems that may impact on the performance of the employee;

(4) on the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and

(5) make available to ~~the~~ employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

Consultation

30. (1) The employer agrees to consult the employee timeously where the exercising of the powers ~~will~~ have amongst others –

(a) a direct effect on the performance of any of the employee's functions;

(b) commit the employee to implement or to give effect to a decision made by the employer, and

(c) a substantial financial effect on the employer.

(2) The employer agrees to ~~inform~~ the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in subitem (1) as soon as ~~is~~ practicable to enable the employee to take any necessary action without delay.

Management of evaluation outcomes

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

(2) A performance bonus of 5-14% may be paid to an employee in recognition of outstanding performance.

(3) The employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band after completion of at least twelve months service at the current remuneration package on 30 June, subject to a fully effective assessment.

(4) In the case of unacceptable performance, the employer shall –

- (a) provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
- (b) after appropriate performance counselling, and having provided the necessary guidance and/ or support and 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.

Dispute resolution

32. (1) Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or salary increment in this agreement, shall be mediated by –

- (a) the MEC for focal government in the province within thirty (30) days of receipt of a formal dispute from the employee: or
- (b) any other person appointed by the MEC.

(2) In the event that the mediation process contemplated above fails, the relevant clause in the employment contract shall apply.

General

33. (1) The contents of the agreement and the outcome of any review conducted in terms of the performance plan may be made available to the public by the employer.

(2) Nothing in this agreement diminishes the obligations, duties or accountabilities of the employee in terms of his or her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

CHAPTER 4**JOB DESCRIPTION FOR MUNICIPAL MANAGERS****Outline of job description**

34. The job description for the post of Municipal Manager must contain the following components:

- (a) job details;
- (b) location of post on organogram;
- (c) job purpose;
- (d) main objectives;
- (e) inherent requirements of the job (competency profile), including learning field and indicators and key competencies;
- (f) Career path,
- (g) provision for amendments to the job description; and
- (h) provisions relating to the performance agreement.

Job purpose

35. The job purpose for the municipal manager should provide for:

(1) leadership and direction of the administration of the municipality through effective strategies to fulfil the objects of government in the Constitution, 1996 and any other legislative framework that governs local government;

(2) fostering relationships between the Municipal Council and the administrative arm of the municipality as well as other key stakeholders; and

(3) creating an environment that defines the purpose and role of local government as a means to involve people in shaping the future of communities.

Main objectives

36. As the head of administration and the accounting officer of the municipality, the municipal manager shall be responsible and accountable for and perform the following functions, which must be detailed in the job description:

- (a) municipal transformation and organisation development;
- (b) basic service delivery;
- (c) local economic development;
- (d) municipal viability and management; and
- (e) good governance and public participation.

Inherent requirements of the job

37. (1) The job description must provide for a recognised B degree in Public Administration, Accounting, Economics of relevant fields.

(2) Provision must be made for a minimum of five (5) years experience at senior management level.

(3) The key competencies contained in the job description must distinguish between core managerial competencies and post specific competencies.

(4) Post specific competencies should provide for knowledge, skills, communication and exceptional and dynamic creativity to improve the functioning of the municipality, including financial competencies.

Short title

38. These regulations are called the Local Government: Municipal Performance Regulations For Section 57 Employees, 2006, and takes effect on the date of publication thereof, except Chapter 2 which takes effect with the signing of any new employment Contract for municipal managers or managers directly accountable to municipal managers.

ANNEXURE A

PRO FORMA EMPLOYMENT CONTRACT FOR MUNICIPAL MANAGERS

(Including Code of Conduct and Financial Disclosure Form)

ANNEXURE B

PRO FORMA PERFORMANCE AGREEMENT FOR MUNICIPAL MANAGERS

(Including Performance Plan and Personal Development Plan)

Note: Annexure A and B available on the Department of Provincial and Local Government's website at www.dplg.gov.za
