

# PERFORMANCE AGREEMENT

IN TERMS OF THE:

**LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT,  
2000 (32 OF 2000), AS AMENDED**

AND

**LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR  
MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO  
MUNICIPAL MANAGERS, 2006**

AND

**LOCAL GOVERNMENT: REGULATIONS ON APPOINTMENT AND CONDITIONS  
OF EMPLOYMENT OF SENIOR MANAGERS, 2014**

Entered into by and between

The **CITY OF MATLOSANA** herein represented by

**MARY MOTLAGOMANG MOLAWA**

in her capacity as

**Acting Municipal Manager**

(hereinafter referred to as the **Employer**)

and

**MAKGANTSE JERMINA MASILO**

as the

**Acting Director: Community Development**

(hereinafter referred to as the **Employee**)

For the Period

1 November 2022 until 30 November 2022



# PERFORMANCE AGREEMENT

## ENTERED INTO BY AND BETWEEN:

The **CITY OF MATLOSANA** herein represented by **MARY MOTLAGOMANG MOLAWA (ID NR. 600903 0859 081)** in her capacity as the **ACTING MUNICIPAL MANAGER** (hereinafter referred to as the **Employer**) and **MATGANTSE JERMINA MASILO (ID NR. 600812 0811 085)** in her capacity as the **ACTING DIRECTOR: COMMUNITY DEVELOPMENT** of the Municipality (hereinafter referred to as the **Employee**).

## WHEREBY IT IS AGREED AS FOLLOWS:

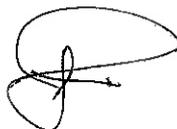
### 1. INTRODUCTION

- 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, as amended ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, as amended 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 and Section 57(4c) of the Systems Amendment 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 Systems Act, Section 57(4c) of the Systems Amendment 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 and outcomes;
- 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;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; with Section 11 of this agreement 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.



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### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 NOVEMBER 2022** and will remain in force until **30 NOVEMBER 2022**.
- 3.2 The parties will include a new performance agreement that replaces this agreement at least once a year not later than 31<sup>st</sup> of July of the succeeding financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment.
- 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.
  - 4.1.3 The Competencies (Annexure B) – definitions in terms of regulation 21 of 17 January 2014 are required, to operate effectively as senior manager in the Local Government environment.
- 4.2 The performance objectives and targets reflected in the Performance Plan (Annexure A) are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include:
  - 4.2.1 Key objectives that describe the main tasks that needs to be done.
  - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved.
  - 4.2.3 Target dates that describe the timeframe in which the work must be achieved.
  - 4.2.4 Weightings that show the relative importance of the key objectives to each other.
- 4.3 The Personnel Development Plan (Annexure C) sets out the employee's personnel development requirements in line with the objectives and targets of the employer.
- 4.4 The **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

### 5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employer**, management and municipal staff of the **Employer**.
- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.

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- 5.3 The **Employer** will consult the **Employee** about the specific performance standards and targets 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 of two components, both of which shall be contained in the 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 (KPA's) and the Competencies respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPA's covering the main areas of work will account for 80% and 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 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA's)	Weighting
Service Delivery & Infrastructure Development	12,5%
Municipal Institutional Development and Transformation	20,83%
Local Economic Development (LED)	0%
Municipal Financial Viability and Management	4.166%
Good Governance and Public Participation	62,5%
<b>Total</b>	<b>100%</b>

- 5.7 In the case of Senior 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 competencies will make up the other 20% of the **Employee's** assessment score. The competencies are split into two groups, Leading competencies that drive strategic intent and direction and Core competencies which drive the execution of the leading competencies.

LEADING COMPETENCIES		WEIGHTING
Strategic Direction and Leadership	<ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organisational Awareness</li> </ul>	8.33%
People Management	<ul style="list-style-type: none"> <li>• Human Capital Planning and Development</li> <li>• Diversity Management</li> <li>• Employee Relations Management</li> <li>• Negotiation and Dispute Management</li> </ul>	8.33%
Program and Project Management	<ul style="list-style-type: none"> <li>• Program and Project Planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Program and Project Monitoring and Evaluation</li> </ul>	8.33%

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Financial Management	<ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>	8.33%
Change Leadership	<ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and Improvement</li> <li>• Change Impact Monitoring and Evaluation</li> </ul>	8.33%&
Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>	8.33&
<b>CORE COMPETENCIES</b>		<b>WEIGHTING</b>
Moral Competence		8.33%
Planning and Organising		8.33%
Analysis and Innovation		8.33%
Knowledge and Information Management		8.33%
Communication		8.33%
Results and Quality Focus		8.33%
<b>TOTAL PERCENTAGE</b>		<b>100%</b>

## 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 (Annexure C) 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** SDBIP as described in 6.6 below.
- 6.5 The **Employee** will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report prior to the performance assessment meetings to the evaluation panel chairperson for distribution to the panel members for preparation purposes.
- 6.6 The **Employee** will submit quarterly performance reports on the implementation of the Financial Recovery Plan, on approved thereof.
- 6.7 The annual performance appraisal will involve:
- 6.7.1 **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) A rating on the five-point scale described in 6.7 below shall be provided for each KPI or group of KPI's which will then be multiplied by the weighting to calculate the score.

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- (c) The **Employee** will submit his/her self – evaluation to the **Employer** prior to the final assessment.
- (d) In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The **Employee** should provide sufficient evidence in such instances.
- (e) An overall score will be calculated based on the total of the individual scores calculated above.
- (f) The applicable assessment rating calculator must be used to add the scores and calculate a final KPA score.

**6.7.2 Assessment of the Competencies**

- (a) Each competency will be assessed in terms of the description provided in (Annexure B).
- (b) An indicative rating on the five-point scale should be provided for each competency.
- (c) This rating should be multiplied by the weighting given to each competency during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator must be used to add the scores and calculate a final competency score.

**6.7.3 Overall rating**

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

6.8 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and Competencies:

**Rating scale for KPA's**

Level	Terminology	Description
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.

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Level	Terminology	Description
2	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.

#### Rating scale for Competencies

Level	Terminology	Description
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
3	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
4	Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping direction and change, develops and applies comprehensive concepts and methods.

- 6.9 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established: -
- 6.9.1 Executive Mayor;
  - 6.9.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 6.9.3 Member of the Mayoral Committee;
  - 6.9.4 Mayor and/or Municipal Manager from another municipality; and
  - 6.9.5 Member of a ward committee as nominated by the Executive Mayor.
- 6.10 For purposes of evaluating the annual Performance of Senior Managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established:-
- 6.10.1 Municipal Manager;
  - 6.10.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 6.10.3 Municipal Manager from another municipality.
- 6.11 The Performance Management Unit of the municipality must provide secretariat services to the evaluation panels referred to in paragraphs 6.9 and 6.10.

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## 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 2022
<b>Second quarter</b>	:	October – December 2022
<b>Third quarter</b>	:	January – March 2023

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 C). Such plan may be implemented and/or amended as the case may be after each assessment.

## 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

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

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:

Performance Score		Performance Bonus Percentage
From	To	
130%	133%	5%
134%	137%	6%
138%	141%	7%
142%	145%	8%
146%	149%	9%
150%	153%	10%
154%	157%	11%
158%	161%	12%
162%	165%	13%
166%	169%	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.

12.1.3 In the case of Senior Managers directly accountable to the Municipal Manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

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12.2 In the event that the mediation process contemplated above fails, clause relevant of the Contract of Employment shall apply.

**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.

13.3 The performance assessment results of the **Employee** must be submitted to the municipal council by the **Employer** within fourteen (14) days after the conclusion of the assessment for information purposes.

**14. PERFORMANCE APPRAISALS**

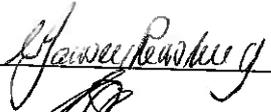
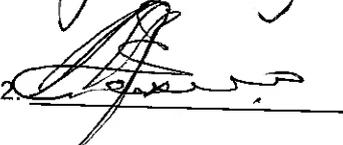
14.1 The **Employee** will be responsible for developing annual performance work plans and conducting performance appraisals with all staff in the Directorate as stipulated in Section 27 of the 2020 Performance Management System Framework document and Local Government Municipal Staff Regulations in terms of Gazette 45181, September 2021.

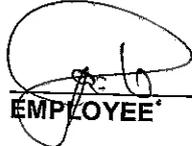
**15. MINIMUM COMPETENCY LEVELS**

15.1 The **Employee** shall ensure to attain the minimum competency levels required for the position within 18 months after the date of appointment, published in the Local Government Finance Management Act, 2003 Amendments to Municipal Regulations on Minimum Competency levels 2007, Government Notice 41996 of 26 October 2018.

Thus done and signed at KLERKSDORP on this the 01 day of NOVEMBER 2022

**AS WITNESSES:**

1.   


  
EMPLOYEE

Thus done and signed at KLERKSDORP on this the 01 day of NOVEMBER 2022

**AS WITNESSES:**

1.   
2. 

  
EMPLOYER


ACTING DIRECTORATE COMMUNITY DEVELOPMENT  
MS. MU HANISLO

202223 SDBIP

TOTAL WEIGHTING PER KEY PERFORMANCE AREA (KPA) = 100%

- Service Delivery & Infrastructure Development (3)
- Municipal Infrastructure Development and Transformation (5)
- Local Economic Development (5)
- Municipal Financial Stability & Management (1)
- Good Governance and Public Participation (13)

12.5%  
20.0%  
0.0%  
4.2%  
52.5%  
100%

Top Layer / Bottom Layer	IDP Linkage / Project ID	Budget Linkage	Item No.	Responsible Person	Key Performance Area (KPA)	Back to Backs	Weighting	Objective	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Target / Adjustment Budget	Quarterly Projected Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure	Reason for Delay/Non	Planned Remedial Action	Comments	Portfolio of Evidence										
IDP PROJECTS	IDP Linkage 1 - Output 1	30152293810NKP952ZWM	LB1	NS Mampara	Service Delivery & Infrastructure Development Area (KPA)	Good Governance	4.5%	To address shortcomings by improving library services and maintenance	Shortcomings at various libraries improved according to the approved project business plan 2023	Improving library services and maintenance at all 12 libraries according to the operational activities on the approved project business plan by 30 June 2023	R 216 000		Application process	Application process		Application has been submitted to Province					Business Plan Reports to Province Reconciliation Receipts Proof of payment Vote numbers: GD40									
IDP PROJECTS	IDP Linkage 9 - Output 9	30152293810NKP952ZWM	LB2	NS Mampara	Service Delivery & Infrastructure Development Area (KPA)	Good Governance	4.5%	To address supplementary shortcomings at various libraries	Supplementary improvements at various libraries done	Improving supplementary shortcomings at all 12 libraries according to the operational activities on the approved project business plan by 30 June 2023	R 684 000		Application process	Application process		Application has been submitted to Province					Business Plan Reports to Province Reconciliation Receipts Proof of payment Vote numbers: GD40									
IDP PROJECTS	Operational - Outcome 9 - Output 6	N/A	DD1	MM Mawwa	Municipal Infrastructure Development and Performance Area (KPA)	Financial Management	4.5%	To ensure an effective external audit process (exception report / communications)	Percentage of external audit queries answered within required time frame	Answering 100% of all the external audit queries (exception report / communications) received from the Auditor-General within the required time frame by 31 December 2022	R 0		100%		No audit queries (exception report / communications) received from the Auditor-General during 1st quarter						Tracking document Exception letters / notes									
IDP PROJECTS	Operational - Outcome 9 - Output 6	N/A	DD2	MM Mawwa	Good Governance and Public Participation	Financial Management	4.5%	To ensure that all audit findings raised in the AG Report and Management Report are assigned, monitored and executed effectively and consistently	Percentage of assigned audit findings raised in the AG Report and Management Report received	Resolving at least 100% of assigned audit findings raised in the AG Report and Management Report by 30 June 2023 (PAP)	R 0		100%		No assigned audit findings received for 2020/21						2020/21 FY PAP 2021/22 FY PAP									

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Top Layer / Bottom Layer	IDP Linkage / Project ID	Budget Linkage	Item Nr.	Responsible Person	Key Performance Area (KPA)	Strategic Objectives	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Target / Adjustment Budget	Start / End Line	Quarter	Quantity / Projected Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure / Revenue	Reason for Deviation	Planned Remedial Action	Comments	Profile of Evidence	
TL			DCD3	MM Molloy	Financial Management	4.54%	To ensure an effective revenue collection system in terms of (1) The Municipal Finance Act of 2003, as amended (Council's Financial Recovery Plan)	Percentage of the activities as per the Council's approved Financial Recovery Plan (review)	R:0			1	Nr of activities received / Nr of activities resolved	90%						Approved Financial Recovery Plan Management response / Progress Updated FRP report	
TL		N/A	DCD4	MM Molloy	Municipal Financial Weakly & Management	4.54%	To ensure that the all the departments KPIs are achieved for SDRP is subject	Number of SDRP inputs provided before the start of 2022/23 SDRP is submitted by 31 May 2023	R:0			1	Nr of activities received / Nr of activities resolved	90%						Approved SDRP planning template Attendance Register	
TL		N/A	DCD5	MM Molloy	Good Governance and Public Participation	4.54%	To attend to all LIF meetings to ensure institutional harmony	Number of LIF meetings attended	R:0			1	Nr of activities received / Nr of activities resolved	90%						4 Meetings were arranged, but 3 were postponed	
TL		N/A	DCD6	MM Molloy	Municipal Institutional Development and Public Participation	4.54%	To ensure that the set goals of council are achieved	Number of SDRP meetings with senior personnel in own directorate conducted	R:0			1	Nr of activities received / Nr of activities resolved	90%							N/A: Agenda Attendance Register Minutes
TL		ZM	PAR1	Auditor Director Parks & Cemeteries	Good Governance	4.54%	To address aviation facilities to the community and to comply with legislation	Number of annual PC Pelear Airport licenses renewed	R:6 979			1	Nr of activities received / Nr of activities resolved	90%						Annual safety inspection on equipment report Inspection notes Invoice Approved License	
TL		N/A	PAR2	Assistant Director Parks & Cemeteries	Good Governance and Public Participation	4.54%	To manage the airport effectively to comply with legislation	Number of inspections conducted at the PC Pelear Airport	R:0			1	Nr of activities received / Nr of activities resolved	90%						Inspection Report	

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Top Layer / Bottom Layer	IDP Linkage / Project ID	Budget	Responsible Person	Key Performance Area (KPA)	Back to Back	Weighting	Objectives	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Budget / Approved Budget	Start Date	Quarter	Inter 2022/23 Revised DIP Labelled	Rating Key	Quantity Actual Achievement	Actual Expenditure / Revenue	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence
2B	Operational	N/A	NS Muzpara	Good Governance and Public Participation	Public Participation	4.54%	To present awareness programmes by promoting library awareness and other venues in the GCM municipal area by 30 June 2023	Number of awareness programmes presented at libraries and other venues	Presenting 144 awareness programmes at libraries and other venues in the GCM municipal area by 30 June 2023	R 0		1 27 Programmes presented 2 15 Programmes presented 3 44 Programmes presented 4 58 Programmes presented	1 27 Programmes presented 2 15 Programmes presented 3 44 Programmes presented 4 58 Programmes presented			65 Programmes presented				The demand was high	Notices Attendance Register Progress report
2B	Operational	N/A	A van Zyl	Good Governance and Public Participation	Public Participation	4.54%	To provide an educational service	Number of consultation sessions conducted	Conducting at least 75 consultation sessions with educators, learners and general public to promote heritage awareness and disseminate educational content by 30 June 2023	R 0		1 15 Consultation sessions conducted 2 15 Consultation sessions conducted 3 20 Consultation sessions conducted 4 25 Consultation sessions conducted	1 15 Consultation sessions conducted 2 15 Consultation sessions conducted 3 20 Consultation sessions conducted 4 25 Consultation sessions conducted			15 Consultation sessions conducted					Consultation notes Forms Report to Director
2B	Operational	N/A	A van Zyl	Good Governance and Public Participation	Public Participation	4.54%	To provide an educational service	Number of lifelong skills development programs presented	Presenting / facilitating at least 8 lifelong skills development programs to adults and youth to empower them to develop entrepreneurial and life skills by 30 June 2023	R 0		1 2 Lifelong skills development programmes presented / facilitated 2 2 Lifelong skills development programmes presented / facilitated 3 2 Lifelong skills development programmes presented / facilitated 4 2 Lifelong skills development programmes presented / facilitated	1 2 Lifelong skills development programmes presented / facilitated 2 2 Lifelong skills development programmes presented / facilitated 3 2 Lifelong skills development programmes presented / facilitated 4 2 Lifelong skills development programmes presented / facilitated			2 Lifelong skills development programmes presented					Programme Attendance register Report to Director Photographic Video
2B	Operational	N/A	A van Zyl	Good Governance and Public Participation	Public Participation	4.54%	To provide an educational service	Number of educational programs presented	Presenting at least 20 educational programs to SA history and culture heritage knowledge of GCM municipal area in particular by 30 June 2023	R 0		1 4 Educational programs presented 2 4 Educational programs presented 3 6 Educational programs presented 4 6 Educational programs presented	1 4 Educational programs presented 2 4 Educational programs presented 3 6 Educational programs presented 4 6 Educational programs presented			16 Educational programs presented				The over achievement on museum was due to high demand of educators requesting visits to our cultural heritage museum in the amount of 100000. The amount of 100000 contributed to the increase in educational programs to be arranged during next year	Museum / safe booking form. Photos Report to Director
2B	Operational	N/A	A van Zyl	Good Governance and Public Participation	Public Participation	4.54%	To manage heritage resources by promoting heritage awareness	Number of heritage awareness projects conducted	Conducting 5 heritage awareness projects to increase knowledge regarding heritage and provide cultural heritage and national unity by 30 June 2023	R 0		1 1 Project conducted 2 1 Project conducted 3 1 Project conducted 4 2 Projects conducted	1 1 Project conducted 2 1 Project conducted 3 1 Project conducted 4 2 Projects conducted			1 Project conducted					Programme Photographic Evidence Report to Director
2B	Operational	N/A	A van Zyl	Good Governance and Public Participation	Good Governance	4.54%	To ensure sound sport administration	Number of sport council meetings held	Conducting 4 sport council meetings to ensure the smooth running of sport clubs by 30 June 2023	R 0		1 1 Sport council meeting conducted 2 1 Sport council meeting conducted 3 1 Sport council meeting conducted 4 1 Sport council meeting conducted	1 1 Sport council meeting conducted 2 1 Sport council meeting conducted 3 1 Sport council meeting conducted 4 1 Sport council meeting conducted			0 Sport Council Meeting conducted				As a previous meeting will be held during the second quarter	Notices & Agendas Attendance register Minutes

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BL	Operational	30002280610PRG47ZZMM	SP02	v Sengma	Good Governance and Public Participation	4.54%	To co-ordinating sport events in collaboration with sport clubs, federations and non-governmental organisations to provide sport in the CoM municipal area.	Number of sport events in collaboration with sport clubs, federations and non-governmental organisations co-ordinated	Co-ordinating 4 sport events in collaboration with sport clubs, federations and non-governmental organisations to provide sport in the CoM municipal area by 30 June 2023	R 150 000	3 Sport events co-ordinated	1 Event co-ordinated R27 500 2 Event co-ordinated R75 000 3 Event co-ordinated R112 500 4 Event co-ordinated R150 000	1 Event co-ordinated R 29 943.8	Includes: Video Programme of sport events Photos Invoices OOAO
						100%								

100%

RPM 22  
TL 7 BL 16

M MASILO  
ACTING DIRECTOR COMMUNITY DEVELOPMENT

LEASMEISO  
ACTING MUNICIPAL MANAGER

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# Performance Plan

**ACTING DIRECTOR:  
COMMUNITY DEVELOPMENT  
MJ MASILO**

CITY OF MATLOSANA  
Period 1 November 2022 until 30 November 2022

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# Local Government: Competency Framework for Senior Managers

**ACTING DIRECTOR:  
COMMUNITY DEVELOPMENT  
MJ MASILO**

CITY OF MATLOSANA  
Period 1 November 2022 until 30 November 2022

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Program and Project Management	<ul style="list-style-type: none"> <li>• Program and Project Planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Program and Project Monitoring and Evaluation</li> </ul>
Financial Management	<ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>
Change Leadership	<ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and Improvement</li> <li>• Change Impact Monitoring and Evaluation</li> </ul>
Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>
<b>CORE COMPETENCIES</b>	
Moral Competence	
Planning and Organising	
Analysis and Innovation	
Knowledge and Information Management	
Communication	
Results and Quality Focus	

#### 4. Minimum Requirements

The minimum requirements that accompany the competency framework, but do not govern the selected competencies, as set out in annexure B of the minimum competency requirements for Senior Managers, refer to the level of higher education qualification, work experience and knowledge that are needed to operate effectively in the local government environment.

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5. Competency Descriptions

<b>Cluster</b>		Leading Competencies	
<b>Competency Name</b>		Strategic Direction and Leadership	
<b>Competency Definition</b>		Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate	
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none"> <li>Understand institutional and departmental strategic objectives, but lacks the ability to inspire others to achieve set mandate</li> <li>Describe how specific tasks link to institutional strategies but has limited influence in directing strategy</li> <li>Has a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole</li> <li>Demonstrate a basic understanding of key decision- makers</li> </ul>	<ul style="list-style-type: none"> <li>Give direction to a team in realising the institution's strategic mandate and set objectives</li> <li>Has a positive impact and influence on the morale, engagement and participation of team members</li> <li>Develop actions plans to execute and guide strategy implementation</li> <li>Assist in defining performance measures to monitor the progress and effectiveness of the institution</li> <li>Displays an awareness of institutional structures and political factors</li> <li>Effectively communicate barriers to execution to relevant parties</li> <li>Provide guidance to all stakeholders in the achievement of the strategic mandate</li> <li>Understand the aim and objectives of the institution and relate it to own work</li> </ul>	<ul style="list-style-type: none"> <li>Evaluate all activities to determine value and alignment to strategic intent</li> <li>Display in-depth knowledge and understanding of strategic planning</li> <li>Align strategy and goals across all functional areas</li> <li>Actively define performance measures to monitor the progress and effectiveness of the institution</li> <li>Consistently challenge strategic plans to ensure relevance</li> <li>Understand institutional structures and political factors, and the consequences of actions</li> <li>Empower others to follow strategic direction and deal with complex situations</li> <li>Guide the institution through complex and ambiguous concern</li> <li>Use understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances</li> </ul>	<ul style="list-style-type: none"> <li>Structure and position the institution to local government priorities</li> <li>Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework</li> <li>Hold self accountable for strategy execution and results</li> <li>Provide impact and influence through building and maintaining strategic relationships</li> <li>Create an environmental that facilitates loyalty and innovation Display a superior level of self-discipline and integrity in actions</li> <li>Integrate various systems into a collective whole to optimise institutional performance management</li> <li>Uses understanding of competing interests to manoeuvre successfully to a win/win outcome</li> </ul>

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<b>Cluster</b>	Leading Competencies		
<b>Competency Name</b>	People Management		
<b>Competency Definition</b>	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>• Participate in team goal-setting and problem solving</li> <li>• Interact and collaborate with people of diverse backgrounds</li> <li>• Aware of guidelines for employee development, but requires support in implementing development initiatives</li> </ul>	<ul style="list-style-type: none"> <li>• Seek opportunities to increase team contribution and responsibility</li> <li>• Respect and support the diverse nature of others and be aware of the benefits of a diverse approach</li> <li>• Effectively delegate tasks and empower others to increase contribution and execute functions optimally</li> <li>• Apply relevant employee legislation fairly and consistently</li> <li>• Facilitate team goal-setting and problem-solving</li> <li>• Effectively identify capacity requirements to fulfil the strategic mandate</li> </ul>	<ul style="list-style-type: none"> <li>• Identify ineffective team and work processes and recommend remedial interventions</li> <li>• Recognise and reward effective and desired behaviour</li> <li>• Provide mentoring and guidance to others in order to increase personal effectiveness</li> <li>• Identify development and learning needs within the team</li> <li>• Build a work environment conducive to sharing, innovation, ethical behaviour and professionalism</li> <li>• Inspire a culture of performance excellence by giving positive and constructive feedback to the team</li> <li>• Achieve agreement or consensus in adversarial environments</li> <li>• Lead and unite diverse teams across divisions to achieve institutional objectives</li> </ul>	<ul style="list-style-type: none"> <li>• Develop and incorporate best practice people management processes, approaches and tools across the institution</li> <li>• Foster a culture of discipline, responsibility and accountability</li> <li>• Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution</li> <li>• Develop comprehensive integrated strategies and approaches to human capital development and management</li> <li>• Actively identify trends and predict capacity requirements to facilitate unified transition and performance management</li> </ul>

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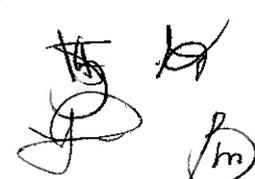
<b>Cluster</b>	Leading Competencies		
<b>Competency Name</b>	Program and Project Management		
<b>Competency Definition</b>	Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>• Initiate projects after approval from higher authorities</li> <li>• Understand procedures of program and project management methodology, implications and stakeholder involvement</li> <li>• Understand the rational of projects in relation to the institution's strategic objectives</li> <li>• Document and communicate factors and risk associated with own work</li> <li>• Use results and approaches of successful project implementation as guide</li> </ul>	<ul style="list-style-type: none"> <li>• Establish broad stakeholder involvement and communicate the project status and key milestones</li> <li>• Define the roles and responsibilities of the project team and create clarity around expectations</li> <li>• Find a balance between project deadline and the quality of deliverables</li> <li>• Identify appropriate project resources to facilitate the effective completion of the deliverables</li> <li>• Comply with statutory requirements and apply policies in a consistent manner</li> <li>• Monitor progress and use of resources and make needed adjustments to timelines, steps, and resource allocation</li> </ul>	<ul style="list-style-type: none"> <li>• Manage multiple programs and balance priorities and conflicts according to institutional goals</li> <li>• Apply effective risk management strategies through impact assessment and resource requirements</li> <li>• Modify project scope and budget when required without compromising the quality and objectives of the project</li> <li>• Involve top-level authorities and relevant stakeholders in seeking project buy-in</li> <li>• Identify and apply contemporary project management methodology</li> <li>• Influence and motivate project team to deliver exceptional results</li> <li>• Monitor policy implementation and apply procedures to manage risks</li> </ul>	<ul style="list-style-type: none"> <li>• Understand and conceptualise the long-term implications of desired project outcomes</li> <li>• Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives</li> <li>• Consider and initiate projects that focus on achievement of the long-term objectives</li> <li>• Influence people in positions of authority to implement outcomes of projects</li> <li>• Lead and direct translation of policy into workable actions plans</li> <li>• Ensures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed</li> </ul>

<b>Cluster</b>	Leading Competencies		
<b>Competency Name</b>	Financial Management		
<b>Competency Definition</b>	Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>• Understand basic financial concepts and methods as they relate to institutional processes and activities</li> <li>• Display awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systems</li> <li>• Understand the importance of financial accountability</li> <li>• Understand the importance of asset control</li> </ul>	<ul style="list-style-type: none"> <li>• Exhibit knowledge of general financial concepts, planning, budgeting, and forecasting and how they interrelate</li> <li>• Assess, identify and manage financial risks</li> <li>• Assume a cost-saving approach to financial management</li> <li>• Prepare financial reports based on specified formats</li> <li>• Consider and understand the financial implications of decisions and suggestions</li> <li>• Ensure that delegation and instructions as required by National Treasury guidelines are reviewed and updated</li> <li>• Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget</li> </ul>	<ul style="list-style-type: none"> <li>• Take active ownership of planning, budgeting, and forecast processes and provides credible answers to queries within own responsibility</li> <li>• Prepare budgets that are aligned to the strategic objectives of the institution</li> <li>• Address complex budgeting and financial management concerns</li> <li>• Put systems and processes in place to enhance the quality and integrity of financial management practices</li> <li>• Advise on policies and procedures regarding asset control</li> <li>• Promote National Treasury's regulatory framework for Financial Management</li> </ul>	<ul style="list-style-type: none"> <li>• Develop planning tools to assist in evaluating and monitoring future expenditure trends</li> <li>• Set budget frameworks for the institution</li> <li>• Set strategic direction for the institution on expenditure and other financial processes</li> <li>• Build and nurture partnerships to improve financial management and achieve financial savings</li> <li>• Actively identify and implement new methods to improve asset control</li> <li>• Display professionalism in dealing with financial data and processes</li> </ul>

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<b>Cluster</b>	Leading Competencies		
<b>Competency Name</b>	Change Leadership		
<b>Competency Definition</b>	Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>• Display an awareness of change interventions, and the benefits of transformation initiatives</li> <li>• Able to identify basic needs for change</li> <li>• Identify gaps between the current and desired state</li> <li>• Identify potential risk and challenges to transformation, including resistance to change factors</li> <li>• Participate in change programs and piloting change interventions</li> <li>• Understand the impact of change interventions on the institution within the broader scope of local government</li> </ul>	<ul style="list-style-type: none"> <li>• Perform an analysis of the change impact on the social, political and economic environment</li> <li>• Maintain calm and focus during change</li> <li>• Able to assist team members during change and keep them focused on the deliverables</li> <li>• Volunteer to lead change efforts outside of own work team</li> <li>• Able to gain buy-in and approval for change from relevant stakeholders</li> <li>• Identify change readiness levels and assist in resolving resistance to change factors</li> <li>• Design change interventions that are aligned with the institution's strategic objectives and goals</li> </ul>	<ul style="list-style-type: none"> <li>• Actively monitor change impact and results and convey progress to relevant stakeholders</li> <li>• Secure buy-in and sponsorship for change initiatives</li> <li>• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness</li> <li>• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change</li> <li>• Take the lead in impactful change programs</li> <li>• Benchmark change interventions against best change practices</li> <li>• Understand the impact and psychology of change, and put remedial interventions in place to facilitate effective transformation</li> <li>• Take calculated risk and seek new ideas from best practice scenarios, and identify the potential for implementation</li> </ul>	<ul style="list-style-type: none"> <li>• Sponsor change agents and create a network of change leaders who support the interventions</li> <li>• Actively adapt current structures and processes to incorporate the change interventions</li> <li>• Mentor and guide team members on the effects of change, resistance factors and how to integrate change</li> <li>• Motivate and inspire others around change initiatives</li> </ul>

<b>Cluster</b>	Leading Competencies		
<b>Competency Name</b>	Governance Leadership		
<b>Competency Definition</b>	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>• Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements</li> <li>• Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders</li> <li>• Provide input into policy formulation</li> </ul>	<ul style="list-style-type: none"> <li>• Display a thorough understanding of governance and risk and compliance factors and implement plans to address these</li> <li>• Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution</li> <li>• Actively drive policy formulation within the institution to ensure the achievement of objectives</li> </ul>	<ul style="list-style-type: none"> <li>• Able to link risk initiatives into key institutional objectives and drivers</li> <li>• Identify, analyse and measure risk, create valid risk forecasts, and map risk profiles</li> <li>• Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives</li> <li>• Demonstrate a thorough understanding of risk retention plans</li> <li>• Identify and implement comprehensive risk management systems and processes</li> <li>• Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrate a high level of commitment in complying with governance requirements</li> <li>• Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework</li> <li>• Able to advise Local Government on risk management strategies, best practice interventions and compliance management</li> <li>• Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government</li> <li>• Able to shape, direct and drive the formulation of policies on a macro level</li> </ul>

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<b>Cluster</b>	Core Competencies		
<b>Competency Name</b>	Moral Competence		
<b>Competency Definition</b>	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>Realise the impact of acting with integrity, but requires guidance and development in implementing principles</li> <li>Follow the basic rules and regulations of the institution</li> <li>Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent</li> </ul>	<ul style="list-style-type: none"> <li>Conduct self in alignment with the values of Local Government and the institution</li> <li>Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver</li> <li>Actively report fraudulent activity and corruption within local government</li> <li>Understand and honour the confidential nature of matters without seeking personal gain</li> <li>Able to deal with situations of conflict of interest promptly and in the best interest of local government</li> </ul>	<ul style="list-style-type: none"> <li>Identify, develop, and apply measures of self-correction</li> <li>Able to gain trust and respect through aligning actions with commitments</li> <li>Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders</li> <li>Present values, beliefs and ideas that are congruent with the institution's rules and regulations</li> <li>Takes an active stance against corruption and dishonesty when noted</li> <li>Actively promote the value of the institution to internal and external stakeholders</li> <li>Able to work in unity with a team and not seek personal gain</li> <li>Apply universal moral principles consistently to achieve moral decisions</li> </ul>	<ul style="list-style-type: none"> <li>Create an environment conducive of moral practices</li> <li>Actively develop and implement measures to combat fraud and corruption</li> <li>Set integrity standards and shared accountability measures across the institution to support the objectives of local government</li> <li>Take responsibility for own actions and decisions, even if the consequences are unfavourable</li> </ul>

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<b>Cluster</b>	Core Competencies		
<b>Competency Name</b>	Planning and Organising		
<b>Competency Definition</b>	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>• Able to follow basic plans and organise tasks around set objectives</li> <li>• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans</li> <li>• Able to follow existing plans and ensure that objectives are met</li> <li>• Focus on short-term objectives in developing plans and actions</li> <li>• Arrange information and resources required for a task, but require further structure and organisation</li> </ul>	<ul style="list-style-type: none"> <li>• Actively and appropriately organise information and resources required for a task</li> <li>• Recognise the urgency and importance of tasks</li> <li>• Balance short and long-term plans and goals and incorporate into the team's performance objectives</li> <li>• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources</li> <li>• Measures progress and monitor performance results</li> </ul>	<ul style="list-style-type: none"> <li>• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities, and assign appropriate resources for successful implementation</li> <li>• Identify in advance required stages and actions to complete tasks and projects</li> <li>• Schedule realistic timelines, objectives and milestones for tasks and projects</li> <li>• Produce clear, detailed and comprehensive plans to achieve institutional objectives</li> <li>• Identify possible risk factors and design and implement appropriate contingency plans</li> <li>• Adapt plans in light of changing circumstances</li> <li>• Prioritise tasks and projects according to their relevant urgency and importance</li> </ul>	<ul style="list-style-type: none"> <li>• Focus on broad strategies and initiatives when developing plans and actions</li> <li>• Able to project and forecast short, medium and long term requirements of the institution and local government</li> <li>• Translate policy into relevant projects to facilitate the achievement of institutional objectives</li> </ul>

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<b>Cluster</b>	Core Competencies		
<b>Competency Name</b>	Analysis and Innovation		
<b>Competency Definition</b>	Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>Understand the basic operation problem solving of analysis, but lack detail and thoroughness</li> <li>Able to balance independent analysis with requesting assistance from others</li> <li>Recommend new ways to perform tasks within own function</li> <li>Propose simple remedial interventions that marginally challenges the status quo</li> <li>Listen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrate Logical techniques and approaches and provide rationale for recommendations</li> <li>Demonstrate objectivity, insight, and thoroughness when analysing problems</li> <li>Able to break down complex problems into manageable parts and identify solutions</li> <li>Consult internal and external stakeholders on opportunities to improve processes and service delivery</li> <li>Clearly communicate the benefits of new opportunities and innovative solutions to stakeholders</li> <li>Continuously identify opportunities to enhance internal processes</li> <li>Identify and analyse opportunities conducive to innovative approaches and propose remedial intervention</li> </ul>	<ul style="list-style-type: none"> <li>Coaches team members on analytical and innovative approaches and techniques</li> <li>Engage with appropriate individuals in analysing and resolving complex problems</li> <li>Identify solutions on various areas in the institution</li> <li>Formulate and implement new ideas throughout the institution</li> <li>Able to gain approval and buy-in for proposed interventions from relevant stakeholders</li> <li>Identify trends and best practices in process and service delivery and propose institutional application</li> <li>Continuously engage in research to identify client needs</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrate complex analytical and problem solving approaches and techniques</li> <li>Create an environment conducive to analytical and fact-based problem-solving</li> <li>Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence</li> <li>Create an environment that fosters innovative thinking and follows a learning organisation approach</li> <li>Be a thought leader on innovative customer service delivery, and process optimisation</li> <li>Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences</li> </ul>

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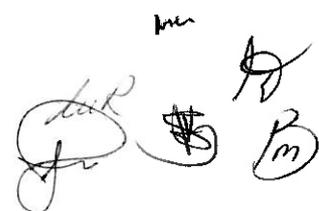
<b>Cluster</b>	Core Competencies		
<b>Competency Name</b>	Knowledge and Information Management		
<b>Competency Definition</b>	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>• Collect, categorise and track relevant information required for specific tasks and projects</li> <li>• Analyse and interpret information to draw conclusions</li> <li>• Seek new sources of information to increase the knowledge base</li> <li>• Regularly share information and knowledge with internal stakeholders and team members</li> </ul>	<ul style="list-style-type: none"> <li>• Use appropriate information systems and technology to manage institutional knowledge and information sharing</li> <li>• Evaluate data from various sources and use information effectively to influence decisions and provide solutions</li> <li>• Actively create mechanisms and structures for sharing of information</li> <li>• Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency</li> </ul>	<ul style="list-style-type: none"> <li>• Effectively predict future information and knowledge management requirements and systems</li> <li>• Develop standards and processes to meet future knowledge management needs</li> <li>• Share and promote best- practice knowledge management across various institutions</li> <li>• Establish accurate measures and monitoring systems for knowledge and information management</li> <li>• Create a culture conducive of learning and knowledge sharing</li> <li>• Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches</li> </ul>	<ul style="list-style-type: none"> <li>• Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information</li> <li>• Establish partnerships across local government to facilitate knowledge management</li> <li>• Demonstrate a mature approach to knowledge and information sharing with an abundance and assistance approach</li> <li>• Recognise and exploit knowledge points in interactions with internal and external stakeholders</li> </ul>

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<b>Cluster</b>	Core Competencies		
<b>Competency Name</b>	Communication		
<b>Competency Definition</b>	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>• Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools</li> <li>• Express ideas in a clear and focused manner, but does not always take the needs of the audience into consideration</li> <li>• Disseminate and convey information and knowledge adequately</li> </ul>	<ul style="list-style-type: none"> <li>• Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating</li> <li>• Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs</li> <li>• Adapt communication content and style to suit the audience and facilitate optimal information transfer</li> <li>• Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders</li> <li>• Compile clear focused, concise and well-structured written documents</li> </ul>	<ul style="list-style-type: none"> <li>• Effectively communicate high-risk and sensitive matters to relevant stakeholders</li> <li>• Develop a well-defined communication strategy</li> <li>• Balance political perspectives with institutional needs when communicating viewpoints on complex issues</li> <li>• Able to effectively direct negotiations around complex matters and arrive at a win-win situation that promotes Batho Pele principles</li> <li>• Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution</li> <li>• Able to communicate with the media with high levels of moral competence and discipline</li> </ul>	<ul style="list-style-type: none"> <li>• Regarded as a specialist in negotiations and representing the institution</li> <li>• Able to inspire and motivate others through positive communication that is impactful and relevant</li> <li>• Creates an environment conducive to transparent and productive communication and critical and appreciative conversations</li> <li>• Able to coordinate negotiations at different levels within local government and externally</li> </ul>

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<b>Cluster</b>	Core Competencies		
<b>Competency Name</b>	Results and Quality Focus		
<b>Competency Definition</b>	Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives		
<b>ACHIEVEMENT LEVELS</b>			
<b>BASIC</b>	<b>COMPETENT</b>	<b>ADVANCED</b>	<b>SUPERIOR</b>
<ul style="list-style-type: none"> <li>• Understand quality of work but requires guidance in attending to important matters</li> <li>• Show a basic commitment to achieving the correct results</li> <li>• Produce the minimum level of results required in the role</li> <li>• Produce outcomes that is of a good standard</li> <li>• Focus on the quantity of output but requires development in incorporating the quality of work</li> <li>• Produce quality work in general circumstances, but fails to meet expectation when under pressure</li> </ul>	<ul style="list-style-type: none"> <li>• Focus on high-priority actions and does not become distracted by lower-priority activities</li> <li>• Display firm commitment and pride in achieving the correct results</li> <li>• Set quality standards and design processes and tasks around achieving set standards</li> <li>• Produce output of high quality</li> <li>• Able to balance the quantity and quality of results in order to achieve objectives</li> <li>• Monitors progress, quality of work, and use of resources; provide status updates, and make adjustments as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Consistently verify own standards and outcomes to ensure quality output</li> <li>• Focus on the end result and avoids being distracted</li> <li>• Demonstrate a determined and committed approach to achieving results and quality standards</li> <li>• Follow task and projects through to completion</li> <li>• Set challenging goals and objectives to self and team and display commitment to achieving expectations</li> <li>• Maintain a focus on quality outputs when placed under pressure</li> <li>• Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution</li> </ul>	<ul style="list-style-type: none"> <li>• Coach and guide others to exceed quality standards and results</li> <li>• Develop challenging, client-focused goals and sets high standards for personal performance</li> <li>• Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required</li> <li>• Work with team to set ambitious and challenging team goals, communicating long-and short-term expectations</li> <li>• Take appropriate risks to accomplish goals</li> <li>• Overcome setbacks and adjust action plans to realise goals</li> <li>• Focus people on critical activities that yield a high impact</li> </ul>

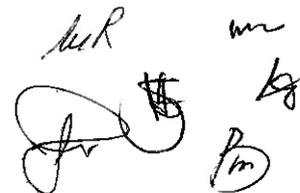


**6. Achievement Levels**

The achievement levels indicated in the table below serve as a benchmark for appointments, succession planning and development interventions.

- 6.1 Individuals falling within the Basic range are deemed unsuitable for the role of senior manager, and caution should be applied in promoting and appointing such persons.
- 6.2 Individuals that operate in the Superior range are deemed highly competent and demonstrate an exceptional level of practical knowledge, attitude and quality. These individuals should be considered for higher positions, and should be earmarked for leadership programs and succession planning.

Level	Terminology	Description
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
3	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
4	Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping direction and change, develops and applies comprehensive concepts and methods.

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# Personal Development Plan (PDP)

**ACTING DIRECTOR:  
COMMUNITY DEVELOPMENT  
MJ MASILO**

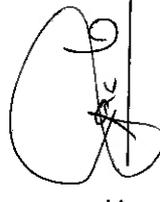
CITY OF MATLOSANA  
Period 1 November 2022 until 30 November 2022

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**Personal Development Plan of: Ms MJ Masilo**

**Compiled on: 1 November 2022**

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
1.	Adjusted CPMD training to be in line with published in the Local Government Finance Management Act, 2003 Amendments to Municipal Regulations on Minimum Competency levels 2007, Government Notice 41996 of 26 October 2018.					Skills
2.						
3.						
4.						

Acting Director's signature: 

Acting Municipal Manager's signature: 



**DISCLOSURE FORM FOR BENEFITS AND INTERESTS**

I, the undersigned (Surname and Initials) \_\_\_\_\_

Postal Address \_\_\_\_\_

Residential Address \_\_\_\_\_

Position Held \_\_\_\_\_

Name of Municipality \_\_\_\_\_

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

hereby certify that the following information is complete and correct to the best of my knowledge:

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

Number of shares/Extent of financial interest	Nature	Nominal Value	Name of Company/Entity

**2. Interest in a trust**

Name of trust	Amount of Remuneration/ Income

**3. Membership, directorships and partnerships**

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

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**4. Remunerated work outside the Municipality (Must be sanctioned by Council.)**

Name of Employer	Type of Work	Amount of remuneration/ Income

Confidential  
Signature by Acting Municipal Manager: \_\_\_\_\_ *mm*

Date: 1 November 2022

**5. Consultancies, Retainer ships and Relationship**

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

**6. Subsidies, grants and sponsorships by any organisation**

Source of assistance	Descriptions of assistance	Value of assistance

**7. Gifts and Hospitality from a source rather than a family member**

Description	Value	Member

**8. Land and Property**

Description	Extent	Area	Value

*[Signature]*  
SIGNATURE OF SENIOR MANAGER

DATE: 1 November 2022

PLACE: Klerksdorp

*[Handwritten initials and marks]*



# PERFORMANCE AGREEMENT

IN TERMS OF THE:

LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT,  
2000 (32 OF 2000), AS AMENDED

AND

LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR  
MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO  
MUNICIPAL MANAGERS, 2006

AND

LOCAL GOVERNMENT: REGULATIONS ON APPOINTMENT AND CONDITIONS  
OF EMPLOYMENT OF SENIOR MANAGERS, 2014

Entered into by and between

The CITY OF MATLOSANA herein represented by

**MARY MOTLAGOMANG MOLAWA**

in her capacity as

**Acting Municipal Manager**  
(hereinafter referred to as the **Employer**)

and

**MAKGANTSE JERMINA MASILO**

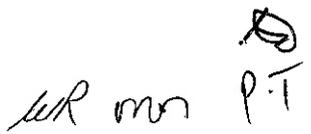
as the

**Acting Director: Community Development**  
(hereinafter referred to as the **Employee**)

For the Period

1 December 2022 until 31 December 2022

*mm*  


*HR mon p.t*  


# PERFORMANCE AGREEMENT

## ENTERED INTO BY AND BETWEEN:

The **CITY OF MATLOSANA** herein represented by **MARY MOTLAGOMANG MOLAWA (ID NR. 600903 0859 081)** in her capacity as the **ACTING MUNICIPAL MANAGER** (hereinafter referred to as the **Employer**) and **MATGANTSE JERMINA MASILO (ID NR. 600812 0811 085)** in her capacity as the **ACTING DIRECTOR: COMMUNITY DEVELOPMENT** of the Municipality (hereinafter referred to as the **Employee**).

## WHEREBY IT IS AGREED AS FOLLOWS:

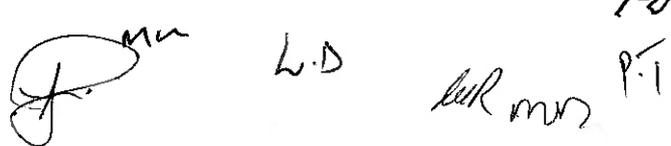
### 1. INTRODUCTION

- 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, as amended ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, as amended 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 and Section 57(4c) of the Systems Amendment 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 Systems Act, Section 57(4c) of the Systems Amendment 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 and outcomes;
- 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;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; with Section 11 of this agreement 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.

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### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 DECEMBER 2022** and will remain in force until **31 DECEMBER 2022**.
- 3.2 The parties will include a new performance agreement that replaces this agreement at least once a year not later than 31<sup>st</sup> of July of the succeeding financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment.
- 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.
- 4.1.3 The Competencies (Annexure B) – definitions in terms of regulation 21 of 17 January 2014 are required, to operate effectively as senior manager in the Local Government environment.
- 4.2 The performance objectives and targets reflected in the Performance Plan (Annexure A) are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include:
- 4.2.1 Key objectives that describe the main tasks that needs to be done.
- 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 4.2.3 Target dates that describe the timeframe in which the work must be achieved.
- 4.2.4 Weightings that show the relative importance of the key objectives to each other.
- 4.3 The Personnel Development Plan (Annexure C) sets out the employee's personnel development requirements in line with the objectives and targets of the employer.
- 4.4 The **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

### 5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employer**, management and municipal staff of the **Employer**.
- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.

- 5.3 The **Employer** will consult the **Employee** about the specific performance standards and targets 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 of two components, both of which shall be contained in the 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 (KPA's) and the Competencies respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPA's covering the main areas of work will account for 80% and 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 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA's)	Weighting
Service Delivery & Infrastructure Development	12,5%
Municipal Institutional Development and Transformation	20,83%
Local Economic Development (LED)	0%
Municipal Financial Viability and Management	4.166%
Good Governance and Public Participation	62,5%
<b>Total</b>	<b>100%</b>

- 5.7 In the case of Senior 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 competencies will make up the other 20% of the **Employee's** assessment score. The competencies are split into two groups, Leading competencies that drive strategic intent and direction and Core competencies which drive the execution of the leading competencies.

LEADING COMPETENCIES		WEIGHTING
Strategic Direction and Leadership	<ul style="list-style-type: none"> <li>Impact and Influence</li> <li>Institutional Performance Management</li> <li>Strategic Planning and Management</li> <li>Organisational Awareness</li> </ul>	8.33%
People Management	<ul style="list-style-type: none"> <li>Human Capital Planning and Development</li> <li>Diversity Management</li> <li>Employee Relations Management</li> <li>Negotiation and Dispute Management</li> </ul>	8.33%
Program and Project Management	<ul style="list-style-type: none"> <li>Program and Project Planning and Implementation</li> <li>Service Delivery Management</li> <li>Program and Project Monitoring and Evaluation</li> </ul>	8.33%

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Financial Management	<ul style="list-style-type: none"> <li>Budget Planning and Execution</li> <li>Financial Strategy and Delivery</li> <li>Financial Reporting and Monitoring</li> </ul>	8.33%
Change Leadership	<ul style="list-style-type: none"> <li>Change Vision and Strategy</li> <li>Process Design and Improvement</li> <li>Change Impact Monitoring and Evaluation</li> </ul>	8.33%&
Governance Leadership	<ul style="list-style-type: none"> <li>Policy Formulation</li> <li>Risk and Compliance Management</li> <li>Cooperative Governance</li> </ul>	8.33&
<b>CORE COMPETENCIES</b>		<b>WEIGHTING</b>
Moral Competence		8.33%
Planning and Organising		8.33%
Analysis and Innovation		8.33%
Knowledge and Information Management		8.33%
Communication		8.33%
Results and Quality Focus		8.33%
<b>TOTAL PERCENTAGE</b>		<b>100%</b>

## 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 (Annexure C) 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** SDBIP as described in 6.6 below.
- 6.5 The **Employee** will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report prior to the performance assessment meetings to the evaluation panel chairperson for distribution to the panel members for preparation purposes.
- 6.6 The **Employee** will submit quarterly performance reports on the implementation of the Financial Recovery Plan, on approved thereof.
- 6.7 The annual performance appraisal will involve:
- 6.7.1 **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) A rating on the five-point scale described in 6.7 below shall be provided for each KPI or group of KPI's which will then be multiplied by the weighting to calculate the score.

- (c) The **Employee** will submit his/her self – evaluation to the **Employer** prior to the final assessment.
- (d) In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The **Employee** should provide sufficient evidence in such instances.
- (e) An overall score will be calculated based on the total of the individual scores calculated above.
- (f) The applicable assessment rating calculator must be used to add the scores and calculate a final KPA score.

**6.7.2 Assessment of the Competencies**

- (a) Each competency will be assessed in terms of the description provided in (Annexure B).
- (b) An indicative rating on the five-point scale should be provided for each competency.
- (c) This rating should be multiplied by the weighting given to each competency during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator must be used to add the scores and calculate a final competency score.

**6.7.3 Overall rating**

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

6.8 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and Competencies:

**Rating scale for KPA's**

Level	Terminology	Description
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.

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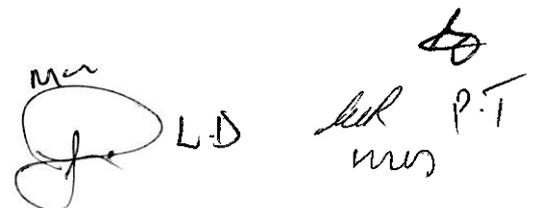
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Level	Terminology	Description
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below 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.

### Rating scale for Competencies

Level	Terminology	Description
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
3	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
4	Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping direction and change, develops and applies comprehensive concepts and methods.

- 6.9 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established: -
- 6.9.1 Executive Mayor;
  - 6.9.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 6.9.3 Member of the Mayoral Committee;
  - 6.9.4 Mayor and/or Municipal Manager from another municipality; and
  - 6.9.5 Member of a ward committee as nominated by the Executive Mayor.
- 6.10 For purposes of evaluating the annual Performance of Senior Managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established:-
- 6.10.1 Municipal Manager;
  - 6.10.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 6.10.3 Municipal Manager from another municipality.
- 6.11 The Performance Management Unit of the municipality must provide secretariat services to the evaluation panels referred to in paragraphs 6.9 and 6.10.


  
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## 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:

First quarter	:	July – September 2022
Second quarter	:	October – December 2022
Third quarter	:	January – March 2023

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 C). Such plan may be implemented and/or amended as the case may be after each assessment.

## 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

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

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:

Performance Score		Performance Bonus Percentage
From	To	
130%	133%	5%
134%	137%	6%
138%	141%	7%
142%	145%	8%
146%	149%	9%
150%	153%	10%
154%	157%	11%
158%	161%	12%
162%	165%	13%
166%	169%	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.

12.1.3 In the case of Senior Managers directly accountable to the Municipal Manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

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12.2 In the event that the mediation process contemplated above fails, clause relevant of the Contract of Employment shall apply.

**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.

13.3 The performance assessment results of the **Employee** must be submitted to the municipal council by the **Employer** within fourteen (14) days after the conclusion of the assessment for information purposes.

**14. PERFORMANCE APPRAISALS**

14.1 The **Employee** will be responsible for developing annual performance work plans and conducting performance appraisals with all staff in the Directorate as stipulated in Section 27 of the 2020 Performance Management System Framework document and Local Government Municipal Staff Regulations in terms of Gazette 45181, September 2021.

**15. MINIMUM COMPETENCY LEVELS**

15.1 The **Employee** shall ensure to attain the minimum competency levels required for the position within 18 months after the date of appointment, published in the Local Government Finance Management Act, 2003 Amendments to Municipal Regulations on Minimum Competency levels 2007, Government Notice 41996 of 26 October 2018.

Thus done and signed at KLERKSDORP on this the 01 day of DECEMBER 2022

**AS WITNESSES:**

1. *[Signature]*

*[Signature]*  
**EMPLOYEE**

2. \_\_\_\_\_

Thus done and signed at KLERKSDORP on this the 01 day of DECEMBER 2022

**AS WITNESSES:**

1. \_\_\_\_\_

*[Signature]*  
**EMPLOYER**

2. \_\_\_\_\_

# PERFORMANCE AGREEMENT

IN TERMS OF THE:

LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT,  
2000 (32 OF 2000), AS AMENDED

AND

LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR  
MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO  
MUNICIPAL MANAGERS, 2006

AND

LOCAL GOVERNMENT: REGULATIONS ON APPOINTMENT AND CONDITIONS  
OF EMPLOYMENT OF SENIOR MANAGERS, 2014

Entered into by and between

The CITY OF MATLOSANA herein represented by

**LESEGO SEAMETSO**

in her capacity as

**Municipal Manager**

(hereinafter referred to as the Employer)

and

**MAKGANTSE JERMINA MASILO**

as the

**Acting Director: Community Development**

(hereinafter referred to as the Employee)

For the Period

1 February 2023 until 30 April 2023



# PERFORMANCE AGREEMENT

## ENTERED INTO BY AND BETWEEN:

The CITY OF MATLOSANA herein represented by LESEGO SEAMETSO (ID NR. 8703010275080) in her capacity as the **ACTING MUNICIPAL MANAGER** (hereinafter referred to as the **Employer**) and **MATGANTSE JERMINA MASILO (ID NR. 600812 0811 085)** in her capacity as the **ACTING DIRECTOR: COMMUNITY DEVELOPMENT** 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, as amended ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, as amended 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 and Section 57(4c) of the Systems Amendment 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 Systems Act, Section 57(4c) of the Systems Amendment 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 and outcomes;
- 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;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; with Section 11 of this agreement 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 **1 FEBRUARY 2023** and will remain in force until **30 APRIL 2023**.
- 3.2 The parties will include a new performance agreement that replaces this agreement at least once a year not later than 31<sup>st</sup> of July of the succeeding financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment.
- 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.
  - 4.1.3 The Competencies (Annexure B) – definitions in terms of regulation 21 of 17 January 2014 are required, to operate effectively as senior manager in the Local Government environment.
- 4.2 The performance objectives and targets reflected in the Performance Plan (Annexure A) are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include:
  - 4.2.1 Key objectives that describe the main tasks that needs to be done.
  - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved.
  - 4.2.3 Target dates that describe the timeframe in which the work must be achieved.
  - 4.2.4 Weightings that show the relative importance of the key objectives to each other.
- 4.3 The Personnel Development Plan (Annexure C) sets out the employee's personnel development requirements in line with the objectives and targets of the employer.
- 4.4 The **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

### 5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employer**, management and municipal staff of the **Employer**.
- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.



- 5.3 The **Employer** will consult the **Employee** about the specific performance standards and targets 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 of two components, both of which shall be contained in the 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 (KPA's) and the Competencies respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPA's covering the main areas of work will account for 80% and 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 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA's)	Weighting
Service Delivery & Infrastructure Development	12,5%
Municipal Institutional Development and Transformation	20,83%
Local Economic Development (LED)	0%
Municipal Financial Viability and Management	4.166%
Good Governance and Public Participation	62,5%
<b>Total</b>	<b>100%</b>

- 5.7 In the case of Senior 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 competencies will make up the other 20% of the **Employee's** assessment score. The competencies are split into two groups, Leading competencies that drive strategic intent and direction and Core competencies which drive the execution of the leading competencies.

LEADING COMPETENCIES		WEIGHTING
Strategic Direction and Leadership	<ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organisational Awareness</li> </ul>	8.33%
People Management	<ul style="list-style-type: none"> <li>• Human Capital Planning and Development</li> <li>• Diversity Management</li> <li>• Employee Relations Management</li> <li>• Negotiation and Dispute Management</li> </ul>	8.33%
Program and Project Management	<ul style="list-style-type: none"> <li>• Program and Project Planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Program and Project Monitoring and Evaluation</li> </ul>	8.33%
Financial Management	<ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> </ul>	8.33%

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	<ul style="list-style-type: none"> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>	
Change Leadership	<ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and Improvement</li> <li>• Change Impact Monitoring and Evaluation</li> </ul>	8.33%&
Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>	8.33&
<b>CORE COMPETENCIES</b>		<b>WEIGHTING</b>
Moral Competence		8.33%
Planning and Organising		8.33%
Analysis and Innovation		8.33%
Knowledge and Information Management		8.33%
Communication		8.33%
Results and Quality Focus		8.33%
<b>TOTAL PERCENTAGE</b>		<b>100%</b>

## 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 (Annexure C) 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** SDBIP as described in 6.6 below.
- 6.5 The **Employee** will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report prior to the performance assessment meetings to the evaluation panel chairperson for distribution to the panel members for preparation purposes.
- 6.6 The **Employee** will submit quarterly performance reports on the implementation of the Financial Recovery Plan, on approved thereof.
- 6.7 The annual performance appraisal will involve:
- 6.7.1 **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) A rating on the five-point scale described in 6.7 below shall be provided for each KPI or group of KPI's which will then be multiplied by the weighting to calculate the score.
- (c) The **Employee** will submit his/her self – evaluation to the **Employer** prior to the final assessment.

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- (d) In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The **Employee** should provide sufficient evidence in such instances.
- (e) An overall score will be calculated based on the total of the individual scores calculated above.
- (f) The applicable assessment rating calculator must be used to add the scores and calculate a final KPA score.

**6.7.2 Assessment of the Competencies**

- (a) Each competency will be assessed in terms of the description provided in (Annexure B).
- (b) An indicative rating on the five-point scale should be provided for each competency.
- (c) This rating should be multiplied by the weighting given to each competency during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator must be used to add the scores and calculate a final competency score.

**6.7.3 Overall rating**

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

6.8 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and Competencies:

**Rating scale for KPA's**

Level	Terminology	Description
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.
2	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.

Level	Terminology	Description
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.

#### Rating scale for Competencies

Level	Terminology	Description
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
3	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
4	Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping direction and change, develops and applies comprehensive concepts and methods.

- 6.9 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established: -
- 6.9.1 Executive Mayor;
  - 6.9.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 6.9.3 Member of the Mayoral Committee;
  - 6.9.4 Mayor and/or Municipal Manager from another municipality; and
  - 6.9.5 Member of a ward committee as nominated by the Executive Mayor.
- 6.10 For purposes of evaluating the annual Performance of Senior Managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established:-
- 6.10.1 Municipal Manager;
  - 6.10.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 6.10.3 Municipal Manager from another municipality.
- 6.11 The Performance Management Unit of the municipality must provide secretariat services to the evaluation panels referred to in paragraphs 6.9 and 6.10.

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## 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:

**Third quarter** : February – March 2023  
**Fourth quarter** : April 2023

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 C). Such plan may be implemented and/or amended as the case may be after each assessment.

## 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:

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134%	137%	6%
138%	141%	7%
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- 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.
- 12.1.3 In the case of Senior Managers directly accountable to the Municipal Manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

12.2 In the event that the mediation process contemplated above fails, clause relevant of the Contract of Employment shall apply.

**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.
- 13.3 The performance assessment results of the **Employee** must be submitted to the municipal council by the **Employer** within fourteen (14) days after the conclusion of the assessment for information purposes.

**14. PERFORMANCE APPRAISALS**

- 14.1 The **Employee** will be responsible for developing annual performance work plans and conducting performance appraisals with all staff in the Directorate as stipulated in Section 27 of the 2020 Performance Management System Framework document and Local Government Municipal Staff Regulations in terms of Gazette 45181, September 2021.

**15. MINIMUM COMPETENCY LEVELS**

- 15.1 The **Employee** shall ensure to attain the minimum competency levels required for the position within 18 months after the date of appointment, published in the Local Government Finance Management Act, 2003 Amendments to Municipal Regulations on Minimum Competency levels 2007, Government Notice 41996 of 26 October 2018.

Thus done and signed at KLERKSDORP on this the 01 day of FEBRUARY 2023

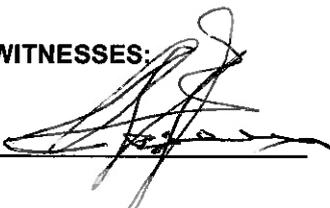
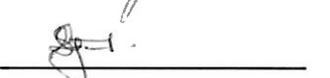
**AS WITNESSES:**

1.   
2. 

  
**EMPLOYEE**

Thus done and signed at KLERKSDORP on this the 01 day of FEBRUARY 2023

**AS WITNESSES:**

1.   
2. 

  
**EMPLOYER**



# Performance Plan

**ACTING DIRECTOR:  
COMMUNITY DEVELOPMENT  
MJ MASILO**

CITY OF MATLOSANA  
Period 1 February 2023 until 30 April 2023

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ACTING DIRECTORATE COMMUNITY DEVELOPMENT  
MS M. MASILO

TOTAL WEIGHTING PER KEY PERFORMANCE AREA (KPA) = 100%

- Service Delivery & Infrastructure Development (3)
- Municipal Institutional Development and Transformation (6)
- Local Economic Development (0)
- Municipal Financial Viability & Management (1)
- Good Governance and Public Participation (13)
- 100%

12.5%

20.0%

0.0%

4.2%

62.5%

100%

IDP Layer / Bottom Layer / Top Layer /	IDP Linkage / Project ID	Budget Linkage	Item Nr.	Responsible Person	Key Performance Area (KPA)	Back to Back to	Weighting	Objective	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Target / Adjustment Budget	Base Line	Quarter	Quarterly Projected Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure / Revenue	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence											
TL	IDP Linkage 1 - Output 1 Equitable Share Grant - Outcome 9 - Output 1	30152320861N0F08Z2YM 301523208610W0F5Z2YM	1	NS Mampema	Service Delivery & Infrastructure Development	Good Governance	4.54%	To address shortcomings by improving library services and maintenance on the approved project business plan by 30 June 2023	Shortcomings at various libraries improved according to the approved project business plan	Improving library services and maintenance at all 12 libraries according to the operational activities on the approved project business plan by 30 June 2023	R 216 000		Paper of return letters, Purchase office	1	Application process	Application has been submitted to Province								Business Plan attached. Reports to province. Reconciliation spreadsheet. Requisitions. Proof of payment. Vote numbers. COAG	Business Plan attached. Reports to province. Reconciliation spreadsheet. Requisitions. Proof of payment. Vote numbers. COAG								
														2	SCM process	Requisitions for purchase of furniture and equipment, and promotional material have been submitted to SCM							Business Plan attached. Grant application has been transferred but not yet been transferred due to Province system issues.	Business Plan attached. Grant application has been transferred due to Province system issues.									
														3	R 216 000																		
														4																			
TL	IDP Linkage 1 - Output 1 DORA Grant - Outcome 9 - Output 1	30152320860N0P02Z2YM	2	NS Mampema	Service Delivery & Infrastructure Development	Good Governance	4.54%	To address supplementary improvements (shortcomings) at various libraries	Supplementary improvements at various libraries done	Improving supplementary shortcomings at all 12 libraries according to the operational activities on the approved project business plan by 30 June 2023	R 694 000	Shortcomings and maintenance at 12 libraries agreed with the	1	Application process	Application has been submitted to Province									Business Plan attached. Reconciliation spreadsheet. Requisitions. Proof of payment. Vote numbers. COAG	Business Plan attached. Reconciliation spreadsheet. Requisitions. Proof of payment. Vote numbers. COAG								
													2	SCM process	Purchase requisition for internet in libraries has been submitted to Province. Job card for servicing air conditioners has been submitted to Electrical Department. Request for quotation for installation of water tanks for six libraries has been submitted to SCM.							Business Plan attached. Grant application has been transferred but not yet been transferred due to Province system issues.	Business Plan attached. Grant application has been transferred due to Province system issues.										
													3	R 694 000																			
													4																				
BL	IDP Linkage 5 - Output 5 Operational - Outcome 9 - Output 5	N/A	DCD1	Mf Masilo	Municipal Institutional Development and Transformation	Financial Management	4.54%	To ensure an effective external audit process (Exception report/ communications)	Percentage of external audit queries answered within required time frame	Answering 100% of all the directorate's audit queries (Exception report/ communications) received from the Auditor General within the required time frame by 31 December 2022	R 0	100% of all the directorate's audit queries answered within required time frame	1	100% of all audit queries received / Nr of audit queries answered	No audit queries (exception report/ communications) received from the Auditor General during 1st quarter									Tracking document. Execution letters / notes	Tracking document. Execution letters / notes								
													2	100% of all audit queries received / Nr of audit queries answered	No audit queries (exception report/ communications) received from the Auditor General during the 2nd quarter																		
													3																				
													4																				

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Top Layer / Bottom Layer	IP Linkage / Project ID	Budget Label	Item No.	Responsible Person	Key Performance Area (KPA)	Performance Area (PFA)	Back to Basics	Weighting	Objectives	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Budget / Adjusted Budget	Base Line	Quarter	Quarterly Proposed Target	Rating Key	Quantity Actual Achievement	Actual Expenditure / Revenue	Reason for Delay/Non	Planned Remedial Action	Comments	Period of Evidence	
TL			DD02		Good Governance and Public Participation	Good Governance	Financial Management	4.5%	To ensure that all audit findings raised in the AG Report and Management Report assigned, monitored and executed effectively and consistently	Percentage of assigned audit findings raised in the AG Report and Management Report resolved	Resolving at least 100% of assigned audit findings raised in the 2021/22 AG Report and Management Report by 30 June 2023 (PFA04)	R 0		1 Assigned audit finding received / assigned	1	Nr of assigned audit findings received / Nr of assigned audit findings resolved (2022/21 FY)		No assigned audit finding received for 2020/21						2020/21 FY PAAP 2021/22 FY PAAP
TL			DD03	MJ Mestlo	Municipal Financial Viability & Management	Financial Management	Financial Management	4.5%	To ensure an effective revenue collection systems in terms of section 64 (1) of the Municipal Finance Management Act No. 56 of 2003, as amended (Council's Financial Recovery Plan)	Percentage of the activities approved for the Council's approved Financial Recovery Plan resolved	Resolving at least 90% of all the activities approved for the Council's approved Financial Recovery Plan by 30 June 2023	R 0		100%	1	Nr of assigned audit findings received / Nr of assigned audit findings resolved (2021/22 FY)		The assessment and development of a Financial Recovery Plan approved: CC108/2022 dated 20/11/2022.						Approved Financial Recovery Plan Management Updated FFR Report
EL			DD04	MJ Mestlo	Good Governance	Good Governance	Good Governance	4.5%	To ensure that all the directorates KPI's are catered for	Directorates SDBIP inputs provided before the 2023/24 SDBIP is tabled	Providing the office's SDBIP inputs before the draft 2023/24 SDBIP is submitted by 31 May 2023	R 0		Creditable 2023/24 SDBIP inputs provided	1	Nr of activities received / Nr of activities resolved								Signal of SDBIP planning template Attendance Register
EL			DD05	MJ Mestlo	Good Governance and Institutional Development and Public Participation	Institutional Capacity	Institutional Capacity	4.5%	To attend to all LIF meetings to ensure industrial harmony	Number of LIF meetings attended	Attending 9 LIF meetings by 30 June 2023	R 0		12 LIF meetings attended	1	2 LIF meetings attended / 3 SDBIP meetings conducted		1 LIF meeting attended						Notices, Agenda Attendance register Minutes
EL			DD06	MJ Mestlo	Good Governance and Municipal Institutional Development and Public Participation	Good Governance	Good Governance	4.5%	To ensure that the set goals of the council are achieved	Number of SDBIP meetings with senior personnel in own directorate concluded	Conducting 12 SDBIP meetings with senior personnel in own directorate by 30 June 2023	R 0		12 SDBIP meetings conducted	1	3 SDBIP meetings conducted / 3 SDBIP meetings held		3 SDBIP meetings concluded						Notices, Agenda Attendance Register Minutes
TL			PART	Assistant Director Parks & Crematoriums	Municipal Institutional Development and Public Participation	Good Governance	Good Governance	4.5%	To enhance aviation facilities to the community and to comply with legislation	Number of annual PC Pelear Airport licenses received	Receiving the annual PC Pelear Airport license to obtain authority to operate an airport by 30 June 2023	R 6 979		PC Pelear Airport license renewed R5 130 paid	1	PC Pelear Airport license renewed R6 979								Annual safety assessment equipment report Inspection Notice Invoice Approved License

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Top Layer / Bottom Layer	IDP linkage / Project No.	Budget linkage	Item No.	Responsible Person	Key Performance Area (KPA)	Back to Basics	Weighting	Objectives	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Target / Approved Budget	Base Line	Quarter	Quantity Proposed Target	Rating Key	Quantity Actual Achievement	Actual Expenditure / Remaining	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence	
BL	Operational	N/A	PAR2	Assistant Director Parks & Cemeteries	Good Governance and Public Participation	Good Governance	4.54%	To manage the airport effectively to comply with legislation	Number of inspections conducted at the PC Peleer Airport	Conducting 12 inspections at PC Peleer Airport to ensure aviation safety by 30 June 2023	R 0		12 PC Peleer Airport inspections	1	3 PC Peleer Airport inspections conducted		3 PC Peleer Airport inspections conducted					Inspection Report	
BL	Operational	N/A	PAR3	Assistant Director Parks & Cemeteries	Good Governance and Public Participation	Good Governance	4.54%	To enhance and conserve the biodiversity in the City of Mafikoso area	Percentage of biodiversity priority area within the municipality protected	Protecting 100% of the biodiversity area in the City of Mafikoso area in terms of game counting and grading of the breaker by 20 June 2023	R 0		100% Biodiversity area / 100% game counting / 100% grading of the breaker	1	Number of the biodiversity area enhanced and conserved (Game counting)		515 Game counted / 515 Game counted (Game counting)					Report taken Council Before and After pictures	
TL	Operational	N/A	REF1	Assistant Director Parks & Cemeteries	Good Governance and Public Participation	Infrastructure Services	4.54%	To provide basic municipal services	The percentage of households in the Colliery area with access to basic level of refuse removal	Providing at least 85% of households in the Colliery area with access to basic level of refuse removal by 30 June 2023	R 0		170 789 with access to 82% refuse removal	1	100% of Hh with access to basic level of Hh refuse removal							Register Town maps	
BL	Operational	70102200030MRCZYM	REF2	T du Plessis	Good Governance and Public Participation	Infrastructure Services	4.54%	To purchase mass containers to enhance efficiency in new promulgated areas and replace old / broken containers	Number of plastic containers purchased and distributed	Purchasing and distributing 2 547 x 240l dualbins for new promulgated areas and replacement of old / broken containers in the Mafikoso area by June 2023	R 1 065 250		1 411 Dualbins distributed	1	2 547 x 240l dualbins purchased		2 119 x 240l dualbins purchased, but still awaiting delivery	R1 564 775.55	Less dualbins were purchased due to escalation costs, but 1 271 dualbins were purchased from the remaining amount. (R100 409) still broken containers. Awaiting delivery through				Tender document, Appointment letter, Register of bins distributed
BL	Operational	N/A	OH1	NM Mafikoso	Municipal Institutional Development and Public Participation	Infrastructure Capacity	4.54%	To enhance healthy lifestyles and improve health of employees	Number of health promotions programmes conducted	Conducting 8 health promotions programmes as identified by 30 June 2023	R 0		8 Health programmes concluded	1	2 Health promotions programmes concluded		2 Health promotions programmes concluded						Notice Programme Attendance Register Lesson Plan Report

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Top Layer / Bottom Layer	IP / Budget Linkage	Budget	Item Nr.	Responsible Person	Key Performance Indicators (KPIs)	Objectives	Key Performance Indicators (KPIs)	Annual Performance Target	Budget	Revised Budget	Admitted Budget	Base Line	Quarter	Start / End Date	Rating Key	Quarterly Actual Achievement	Actual Expenditure / Revenue	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence	
TL	Compliance	1505208620PRMRCZZHO	OH22	Mk Mokoena	Annual COIDA assessment process administered	To ensure compliance with Compensation Act (COIDA) and Injuries Disease Act (IDA) to prevent legal litigations	4.54%	Good Governance	Annual COIDA assessment process by 30 June 2023	R 3 300 000		Return of earnings received COIDA payment linked Letter of good standing R2 766 181 spent	1 2 3 4	1 2 3 4							RUE COIDA assessment document Request for payment Proof of payment Letter of good standing	
TL	Operational	N/A	UB3	NS Mngoma	Number of awareness programmes presented at libraries in the COIDA venues	To present awareness programmes by promoting library visit through outreach visits, forums and youth	4.54%	Public Participation	Presenting 144 awareness programmes at libraries and other venues in the CoM municipal area by 30 June 2023	R 0		111 Awareness forums / events presented	1 2 3 4	1 2 3 4							The demand was high	Notices Attendance Register Progress report
BL	Operational	N/A	MU31	A van Zyl	Number of consultation sessions conducted	To provide an educational services	4.54%	Public Participation	Conducting at least 75 consultation sessions with educators, subject matter experts and general public upon request to promote heritage awareness and disseminate educational content by 30 June 2023	R 0		55 Consultation sessions conducted	1 2 3 4	1 2 3 4							Consultation proof forms. Report to Director	
TL	Operational	N/A	MU32	A van Zyl	Number of lifelong skills development programs presented	To provide an educational services	4.54%	Public Participation	Presenting / facilitating at least 8 lifelong skills development programs for adults and youth to enhance their skills by 30 June 2023	R 0		8 Lifelong skills development programs presented / facilitated	1 2 3 4	1 2 3 4							Programme Attendance register Report to Director Photographic evidence	
BL	Operational	N/A	MU33	A van Zyl	Number of educational programs presented	To provide an educational services	4.54%	Good Governance and Public Participation	Presenting at least 20 educational programs to learners and adults to expand their knowledge of history and cultural heritage in general and that of CoM municipal area in particular by 30 June 2023	R 0		27 Educational programs presented	1 2 3 4	1 2 3 4							The over achievement on museum was due to high demand of educators requesting visits to our museum. The museum in general has been in the spotlight of the heritage pioneer exhibitor also contributed to the increase in educational programs. To be amended during mid-year	Museum / site booking form. Photos. Report to Director
BL	Operational	N/A	MU34	A van Zyl	Number of heritage awareness projects presented	To manage heritage resources by promoting heritage awareness	4.54%	Public Participation	Conveying 5 heritage awareness projects to disseminate knowledge regarding heritage and cultural heritage and national unity by 30 June 2023	R 0		5 Heritage awareness projects conveyed	1 2 3 4	1 2 3 4								Programme Photographic evidence Report to Director

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Top Layer / Bottom Layer	IDP Linkage / Project ID	Budget linkage	Item Nr.	Responsible Person	Key Performance Area (KPA)	Back to Basics	Weighting	Objectives	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Target / Adjustment Budget	Base Line	Quarter	Drift - 2022/23 Revised KPI Label	Rating Key	Quarterly Actual Achievement	Actual Expenditure / Revenue	Reason for Deviation	Planned Remedial Action	Comments	Periodic Evidence
BL		SPO1			4.54%	To ensure sound sport administration	Number of sport council meetings held	Conducting 4 sport council meetings to ensure the smooth running of sport clubs by 30 June 2023	R 0				1	1 Sport council meeting conducted	0 Sports Council Meeting conducted		There was no quorum	An additional meeting will be held during the second quarter		Notices & Agendas, Attendance Register, Minutes		
				V Songwe	Good Governance and Public Participation	Good Governance							2	1 Sport council meeting conducted		0 Sports Council Meeting conducted		Some of the Sport Council members were occupied to reach a quorum. Two (2) meetings could not have been conducted. In order to elect new members an AGM needs to be scheduled	In the main-line members are to be occupied to reach a quorum and to arrange an AGM.			
													3	1 Sport council meeting conducted								
													4	1 Sport council meeting conducted								
BL		SPO2			4.54%	To co-ordinating sport events in collaboration with sport clubs, federations and non-governmental organisations to develop sport in the CoM municipal area	Number of sport events in collaboration with sport clubs, federations and non-governmental organisations co-ordinated	Co-ordinating 4 sport events in collaboration with sport clubs, federations and non-governmental organisations to ensure the promotion of sport in the CoM municipal area by 30 June 2023	R 150 000				1	1 Event co-ordinated R29 843.9		1 Event co-ordinated	R 29 843.9					Invites, Notice, Programme of sport events, Photos, Invoices, GO4
				V Songwe	Good Governance and Public Participation	Public Participation							2	1 Event co-ordinated R75 000		1 Event co-ordinated	R 29 840					
													3	1 Event co-ordinated R12 900								
													4	1 Event co-ordinated R150 000								
					100%																	

KPr 22  
TE-7-BL-43

  
N. MASILO  
ACTING DIRECTOR COMMUNITY DEVELOPMENT

  
MUNICIPAL MANAGER





  
LM

**MUNICIPAL NAME** MALICHERANA

**OUTPUT INDICATORS FOR ANNUAL REPORTING - 2022-23**

Performance Indicator	Data element	Annual target for 2022/2023	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		Reasons for no data, if not provided, or to be undertaken, date when data will be available
			Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	
ENM1.1: Percentage of A2 meeting delivery providing adequate data for a 'Healthy City' municipal area	ENM1.1(1) (1) Number of fully operational AQ measuring stations	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ENM2.1: Percentage of income streams administered (excluding revenue support services)	ENM2.1(1) (1) Total number of government owned (all spheres) employing services within municipal area	0	0	0	0	0	0	0	0	0	
ENM3.1: Percentage of income streams administered (excluding revenue support services)	ENM3.1(1) (1) Total number of government owned (all spheres) employing services within municipal area	0	0	0	0	0	0	0	0	0	
ENM4.1: Percentage of households in priority areas within the municipality	ENM4.1(1) (1) Total number of households in priority areas within the municipality	0.34%	0.34%	0.34%	0.34%	0.34%	0.34%	0.34%	0.34%	0.34%	
ENM4.1.2: (2) Total municipal area as a whole	ENM4.1.2(1) (1) Total municipal area as a whole	100%	100%	100%	100%	100%	100%	100%	100%	100%	
ENM4.2: Percentage of households in priority areas protected	ENM4.2(1) (1) Total number of households in priority areas protected	100%	100%	100%	100%	100%	100%	100%	100%	100%	
ENM4.2.1: (2) Total municipal area as a whole	ENM4.2.1(1) (1) Total number of households in priority areas protected	100%	100%	100%	100%	100%	100%	100%	100%	100%	
ENM4.2.2: (2) Total municipal area as a whole	ENM4.2.2(1) (1) Total number of households in priority areas protected	100%	100%	100%	100%	100%	100%	100%	100%	100%	

**ANNUAL COMPLIANCE INDICATORS**

Indicator	Target	Actual	Compliance
COM 1: Number of non-owned sports fields and facilities	350	350	100%
COM 2: Square meters of municipal public outdoor recreation space	3,200,000.000	3,200,000.000	100%

**Outcome Indicator Reporting Template 2022-23**

Performance Indicator	Ref No. (if any)	Baseline Performance of 2021/22 (estimated)	Medium term target for 2022/23 (estimated)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
H33.8: Average number of library visits per library	H33.8(1)	7,800	7,800																						
H33.7: Percentage of municipal cemetery plots available	H33.7(1)	0.61%	1%																						