

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

Acting Municipal Manager
(hereinafter referred to as the Employer)

and

NTSWAKI DOREEN MAKGETHA

as the

Acting Director: Local Economic Development
(hereinafter referred to as the Employee)

For the Period

1 September 2022 to 30 November 2022

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3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1 **SEPTEMBER 2022** and will remain in force until **30 NOVEMBER 2022** thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 This Agreement will terminate on the termination of the **Employee's** contract of employment.
- 3.3 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.
- 3.4 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**.

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| | | |
|--------------------------------------|---|------------------|
| Program and Project Management | <ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation | 8.33% |
| Financial Management | <ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring | 8.33% |
| Change Leadership | <ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation | 8.33% |
| Governance Leadership | <ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance | 8.33% |
| CORE COMPETENCIES | | WEIGHTING |
| 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% |
| TOTAL PERCENTAGE | | 100% |

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.

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- (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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 [Signature]

| 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

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:

| 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 15TH day of SEPTEMBER 2022

AS WITNESSES:

1. *J. Jansen*

[Signature]
EMPLOYEE

2. *[Signature]*

Thus done and signed at KLERKSDORP on this the 15TH day of SEPTEMBER 2022

AS WITNESSES:

1. *[Signature]*

[Signature]
EMPLOYER

2. *[Signature]*

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Performance Plan

ACTING DIRECTOR: LOCAL ECONOMIC DEVELOPMENT ND MAKGETHA

CITY OF MATLOSANA
Period 1 September 2022 to 30 November 2022

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ACTING DIRECTOR LOCAL ECONOMIC DEVELOPMENT
MS RD MAKGETHA

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

- 0.0% Services Delivery & Infrastructure Development (D)
- 13.8% Municipal Institutional Development and Transformation (3)
- 22.7% Local Economic Development (6)
- 49.9% Municipal Financial Viability & Management (9)
- 27.7% Good Governance and Public Participation (6)

| Operational | IDP Linkage / Bottom Layer / Top Layer / | Project ID | Budget Linkage | Item No. | Responsible Person | Key Performance Area (KPA) | Objectives | 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 | Community | Portfolio of Evidence | | |
|-------------|--|------------|----------------|----------|--------------------|--|--|--|--|--------|------------------------------------|-----------|---------|--|------------|------------------------------|------------------------------|----------------------|-------------------------|-----------|-----------------------|--|--|
| TL | Operational - Outcome 9 - Output 6 | DLED1 | N/A | | LL Fourie | Municipal Institutional Development and Transformation | To ensure an effective external audit process (exception report / communications) are assigned, reviewed and executed effectively and consistently | 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 | | | 1 | 100% Nr of audit queries received / Nr of audit queries answered | | | | | | | | | Tracking document, Exception letters / notes |
| | | | | | | | | | | | | | 2 | 100% Nr of audit queries received / Nr of audit queries answered | | | | | | | | | |
| | | | | | | | | | | | | | 3 | - | | | | | | | | | |
| | | | | | | | | | | | | | 4 | - | | | | | | | | | |
| TL | Operational - Outcome 8 - Output 6 | DLED2 | N/A | | TSR Nkhumiso | Good Governance and Public Participation | To ensure that all audit findings raised in the AG Report and Management Report are assigned, reviewed 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 2020/21 and 2021/22 AG Report and Management Report by 30 June 2023 (PAAP) | R 0 | | | 1 | 100% Nr of assigned audit findings received / Nr of assigned audit findings resolved (2020/21 FY) | | | | | | | | 2020/21 FY PAAP 2021/22 FY PAAP | |
| | | | | | | | | | | | | | 2 | 100% Nr of assigned audit findings received / Nr of assigned audit findings resolved (2020/21 FY) | | | | | | | | | |
| | | | | | | | | | | | | | 3 | 90% Nr of assigned audit findings received / Nr of assigned audit findings resolved (2021/22 FY) | | | | | | | | | |
| | | | | | | | | | | | | | 4 | 90% Nr of assigned audit findings received / Nr of assigned audit findings resolved (2021/22 FY) | | | | | | | | | |
| TL | Operational - Outcome 9 - Output 5 | DLED3 | N/A | | TSR Nkhumiso | Municipal Financial Viability & Management | To ensure an effective revenue collection systems in terms of section 54 (3) of the Municipal Finance Management Act No 56 of 2003, as amended (Council's Financial Recovery Plan) | Percentage of the activities as per the Council's approved Financial Recovery Plan resolved | Resolving at least 90% of all the activities as per the Council's approved Financial Recovery Plan by 30 June 2023 | R 0 | | | 1 | 50% Nr of activities received / Nr of activities resolved | | | | | | | | Approved Financial Recovery Plan Management response / progress Updated FRP report | |
| | | | | | | | | | | | | | 2 | 50% Nr of activities received / Nr of activities resolved | | | | | | | | | |
| | | | | | | | | | | | | | 3 | 90% Nr of activities received / Nr of activities resolved | | | | | | | | | |
| | | | | | | | | | | | | | 4 | 90% Nr of activities received / Nr of activities resolved | | | | | | | | | |
| BL | Operational - Outcome 9 - Output 5 | DLED4 | N/A | | LL Fourie | Good Governance and Public Participation | To ensure that all the directorate KPIs are called for | Directorate's SDBIP inputs provided before the 2023/24 SDBIP is tabled | Providing the office's SDBIP inputs before the start 2023/24 SDBIP is submitted by 31 May 2023 | R 0 | | | 1 | - | | | | | | | | Signed-off SDBIP planning template Attendance Register | |
| | | | | | | | | | | | | | 2 | - | | | | | | | | | |
| | | | | | | | | | | | | | 3 | - | | | | | | | | | |
| | | | | | | | | | | | | | 4 | Credible 2023/24 SDBIP inputs provided | | | | | | | | | |
| TL | Operational | DLED5 | N/A | | LL Fourie | Municipal Institutional Development and Transformation | To attend to all LLF meetings to ensure industrial harmony | Number of LLF meetings attended | Attending 8 LLF meetings by 30 June 2023 | R 0 | | | 1 | 2 LLF meetings attended | | | | | | | | Notices Agenda Attendance register. Minutes | |
| | | | | | | | | | | | | | 2 | 2 LLF meetings attended | | | | | | | | | |
| | | | | | | | | | | | | | 3 | 2 LLF meetings attended | | | | | | | | | |
| | | | | | | | | | | | | | 4 | 2 LLF meetings attended | | | | | | | | | |

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| Top Layer / Bottom Layer | IDP Linkage / Project ID | Budget Linkage | Item Nr. | Responsible Person | Key Performance Area (KPA) | Objectives | 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 | | | | | | | | | |
|--------------------------|-----------------------------------|--------------------|----------|--------------------|--|---|---|--|-------------|------------------------------------|-----------|---------|---|------------|------------------------------|------------------------------|----------------------|-------------------------|----------|-----------------------|--|--|--|--|--|--|--|--|--|
| BL | Operational | N/A | DLED6 | LL Fourie | Good Governance and Public Participation | To ensure that the set goals of 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 | | | 1 | 3 SDBIP meetings conducted | | | | | | | | Notice, Agenda, Attendance Register, Minutes | | | | | | | | |
| | | | | | | | | | | | | 2 | 3 SDBIP meetings conducted | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 3 | 3 SDBIP meetings conducted | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 4 | 3 SDBIP meetings conducted | | | | | | | | | | | | | | | | |
| BL | Operational | N/A | DLED7 | LL Fourie | Good Governance and Public Participation | To promote employment, advance social and economic welfare, contribute to transforming the mining industry and ensure that mining companies contribute to the development of the areas where they operate | Number of reports on Corporate Social Investment / Social Labour Plan projects implemented submitted to Council by 30 June 2023 | Submitting 4 reports on Corporate Social Investment / Social Labour Plan projects implemented to Council by 30 June 2023 | R 0 | | | 1 | 1 Report on Corporate Social Investment / Social Labour Plan projects implemented submitted | | | | | | | | Corporate Social Investment / Social Labour Plan projects implementation plan, Reports, Council resolution | | | | | | | | |
| | | | | | | | | | | | | 2 | 1 Report on Corporate Social Investment / Social Labour Plan projects implemented submitted | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 3 | 1 Report on Corporate Social Investment / Social Labour Plan projects implemented submitted | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 4 | 1 Report on Corporate Social Investment / Social Labour Plan projects implemented submitted | | | | | | | | | | | | | | | | |
| TL | National KPI Outcome 8 - Output 3 | N/A | LED1 | J Danks | Local Economic Development | To create jobs to reduce unemployment and enhance local economic development activities | Number of permanent / sustainable jobs which exceed 3 months | Creating 150 permanent / sustainable jobs which exceed 3 months through the Municipality's local economic development initiatives including capital projects by 30 June 2023 | R 0 | | | 1 | 20 Permanent / sustainable jobs created | | | | | | | | Attendance Register, Confirmation letter | | | | | | | | |
| | | | | | | | | | | | | 2 | 50 Permanent / sustainable jobs created | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 3 | 20 Permanent / sustainable jobs created | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 4 | 10 Permanent / sustainable jobs created | | | | | | | | | | | | | | | | |
| TL | Outcome 9 | 8510206490PRMRZZYM | LED2 | J Danks | Local Economic Development | To ensure alignment between LED strategies and NDP - Vision 2030 to synergize the communication between the three spheres of government | Number of cooperatives and SME's established and functional | Establishing / restructuring 2 functional cooperatives and 6 SME's in the Makhamsa area by 30 June 2023 | R 1 500 000 | | | 1 | 1 Closed quotation | | | | | | | | Tender documents, Appointment letters, SLA's, Cooperative certificate/Py certificate, Meeting documents, Site reports, Report & Council Resolution | | | | | | | | |
| | | | | | | | | | | | | 2 | 2 Cooperatives and 6 SME's appointed | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 3 | Coaching and mentoring of cooperatives and SME's | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 4 | 2 Cooperatives and 6 SME's 100% sustainable R1 500 000 | | | | | | | | | | | | | | | | |
| BL | Operational | N/A | LED3 | J Danks | Local Economic Development | To conduct consultations meeting to share information with all relevant stakeholders aimed at the economic revitalisation of these areas to support the development of Small Enterprises, cooperatives and Small Micro and Medium Enterprises (SMEs), to grow | Number of LED consultation meetings conducted with stakeholders | Conducting 4 LED consultation meetings with stakeholders by 30 June 2023 | R 0 | | | 1 | 1 LED consultation meeting conducted | | | | | | | | Notice & Attendance Register, Minutes, Agenda | | | | | | | | |
| | | | | | | | | | | | | 2 | 1 LED consultation meeting conducted | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 3 | 1 LED consultation meeting conducted | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 4 | 1 LED consultation meeting conducted | | | | | | | | | | | | | | | | |

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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 | Quantity Projected / Target | Rating Key | Quarterly Actual Achievement | Actual Expenditure / Revenue | Reason for Deviation | Planned Remedial Action | Comments | Portfolio of Evidence | |
|--------------------------|--------------------------|-----------------------|----------|--------------------|--|----------------------|-----------|---|--|--|-----------|--------------------------------------|-----------|---------|---|------------|------------------------------|------------------------------|----------------------|-------------------------|----------|--------------------------------------|--|
| BL | Operational | N/A | LED4 | J Danka | Local Economic Development | Public Participation | 4.5% | To conduct consultations meeting to share information with all relevant stakeholders aimed at the economic revitalisation of these areas to support the development of Small Enterprises, cooperatives and Small, Micro and Medium Enterprise (SMEs), to grow | Number of SME workshops conducted to capacitate SMEs and cooperatives | Conducting 4 SME workshops to capacitate SMEs and cooperatives by 30 June 2023 | R 0 | | | 1 | 1 SME workshop conducted | | | | | | | Notice & Attendance Register Minutes | |
| BL | Operational | 65102300129P/RM/CZ2WM | COM1 | N Makgetha | Managed Financial Viability & Local Economic Development | Financial Management | 4.5% | To increase marketing initiatives in all sectors for local economic development and growth and the expansion of the tourism sector | Rand value spent on marketing activities | Spending on marketing activities according to Marketing Plan by 30 June 2023 | R 650 865 | | | 1 | 9% | | | | | | | Invoices Expenditure | |
| BL | Operational | N/A | COM2 | N Makgetha | Managed Financial Viability & Local Economic Development | Financial Management | 4.5% | To promote the city and communicate programmes to ensure a well informed community | Number of external newsletters compiled and distributed regarding Council affairs to the community | Compiling and distributing 6 external newsletters regarding Council affairs to the community by 30 June 2023 | R 0 | | | 1 | 1 External newsletters compiled and distributed | | | | | | | | Invoices Expenditure |
| BL | Operational | N/A | COM3 | N Makgetha | Municipal Institutional Development and | Public Participation | 4.5% | To distribute internal & external newsletters to ensure transparency with Council affairs | Number of internal newsletters compiled & distributed to all employees of Council | Compiling & distributing 6 internal newsletters to all employees of Council by 30 June 2023 | R 0 | | | 1 | 2 Internal newsletters compiled and distributed | | | | | | | | Invoices Expenditure |
| BL | Operational | N/A | FFM1 | T Monyetsi | Good Governance and | Good Governance | 4.5% | To provide an enabling environment at the Matielana Fresh Produce Market and to comply with legislation | The Fresh Produce Market Policy reviewed and approved | Reviewing and approving the Fresh Produce Market Policy by 31 December 2022 | R 0 | | | 1 | 1 Policy workshop with Fresh Produce Market Council | | | | | | | | Draft Market By-Law Nobe. Reviewed Market By-Law Nobe. Attendance Register of workshop. Council resolution |
| BL | Operational | N/A | FFM2 | T Monyetsi | Local Economic Development | Public Participation | 4.5% | To provide an enabling environment at the Matielana Fresh Produce Market and to comply with legislation | Number of OHS recommendations implemented at the FPM to ensure an regulatory environment | Resolving at least 50% of all Occupational Health & Safety recommendations by 30 June 2023 | R 0 | | | 1 | 80% of OHS recommendations received / Nr of OHS recommendations | | | | | | | | Monthly Occupational Health and Safety recommendation. Proof of resolved recommendations |

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| Top Layer / Bottom Layer | IDP Linkage / Project ID | Budget Linkage | Item No. | Responsible Person | Key Performance Area (KPA) | Back to Basics | Weighting | Objectives | Key Performance Indicator (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 Derelict | Planned Remedial Action | Comments | Portfolio of Evidence | |
|--------------------------|--------------------------|----------------------|----------|--------------------|--|----------------------|-----------|--|---|--|--------------|--------------------------------------|-----------|------------------------------|----------------------------|------------|------------------------------|------------------------------|---------------------|-------------------------|----------|---|---|
| BL | Operational | 8005230130FPMR02ZVM | FPM4 | T Mnyatsi | Municipal Financial Viability & Management | Financial Management | 4,5% | To promote the fresh produce market to ensure a well informed community | Rend value spent on fresh produce market programmes | Spending on fresh produce market programmes by 30 June 2023 | R 157 714 | | | 1 | 25% R39 426 collected | | | | | | | Invoices Expenditure Vole(GO 4) | |
| | | | | | | | | | | | | | 2 | 50% R19 857 collected | | | | | | | | | |
| | | | | | | | | | | | | | 3 | 75% R118 286 collected | | | | | | | | | |
| | | | | | | | | | | | | | 4 | 100% R157 714 collected | | | | | | | | | |
| BL | Operational | 8005230130FPMR02ZVM | FPM4 | T Mnyatsi | Municipal Financial Viability & Management | Financial Management | 4,5% | To facilitate the Mallosana Agricultural Production and Fresh Produce Market in terms of food security and to provide a trading platform | Number of Mallosana Agricultural Markets (Farmers Market) facilitated | Facilitating the implementation of 2 Mallosana Agricultural markets (Farmers Market) by 30 June 2022 | R 0 | | | 1 | - | | | | | | | Invoices Expenditure Vole(GO 4) | |
| | | | | | | | | | | | | | 2 | 1 Farmers Market facilitated | | | | | | | | | |
| | | | | | | | | | | | | | 3 | - | | | | | | | | | |
| | | | | | | | | | | | | | 4 | 1 Farmers Market facilitated | | | | | | | | | |
| BL | Operational | 80051400830FPFZZZZVM | FFM5 | T Mnyatsi | Municipal Financial Viability & Management | Financial Management | 4,5% | To collect revenue to ensure financial sustainability | Rend value revenue collected from rental estate | Collecting revenue from rental estate by 30 June 2023 | R 733 600 | | | 1 | 25% R183 400 collected | | | | | | | GO40 / Income Vole Receipts FreshMark System printout | |
| | | | | | | | | | | | | | 2 | 50% R366 800 collected | | | | | | | | | |
| | | | | | | | | | | | | | 3 | 75% R550 200 collected | | | | | | | | | |
| | | | | | | | | | | | | | 4 | 100% R733 600 collected | | | | | | | | | |
| BL | Operational | 80051400830FPFZZZZVM | FFM6 | T Mnyatsi | Municipal Financial Viability & Management | Financial Management | 4,5% | To collect revenue to ensure financial sustainability | Rend value revenue collected from opening and cooling rooms | Collecting revenue from opening & cooling rooms by 30 June 2023 | R 1 362 400 | | | 1 | 25% R340 600 collected | | | | | | | GO40 / Income Vole Receipts FreshMark System printout | |
| | | | | | | | | | | | | | 2 | 50% R681 200 collected | | | | | | | | | |
| | | | | | | | | | | | | | 3 | 75% R1 021 800 collected | | | | | | | | | |
| | | | | | | | | | | | | | 4 | 100% R1 362 400 collected | | | | | | | | | |
| BL | Operational | 80051380820RZZZZVM | FFM7 | T Mnyatsi | Municipal Financial Viability & Management | Financial Management | 4,5% | To collect revenue to ensure financial sustainability | Rend value revenue collected from market commission (dues) | Collecting revenue from market commission (dues) by 30 June 2023 | R 18 864 000 | | | 1 | 25% R4 716 000 collected | | | | | | | GO40 / Income Vole Receipts FreshMark System printout | |
| | | | | | | | | | | | | | 2 | 50% R9 432 000 collected | | | | | | | | | |
| | | | | | | | | | | | | | 3 | 75% R14 148 000 collected | | | | | | | | | |
| | | | | | | | | | | | | | 4 | 100% R18 864 000 collected | | | | | | | | | |
| BL | Operational | 80051400830FPFZZZZVM | FFM8 | T Mnyatsi | Municipal Financial Viability & Management | Financial Management | 4,5% | To collect revenue to ensure financial sustainability | Rend value revenue collected from rental of carriages | Collecting revenue from rental of carriages by 30 June 2023 | R 25 569 | | | 1 | 25% R6 422 collected | | | | | | | | GO40 / Income Vole Receipts FreshMark System printout |
| | | | | | | | | | | | | | 2 | 50% R12 985 collected | | | | | | | | | |
| | | | | | | | | | | | | | 3 | 75% R19 477 collected | | | | | | | | | |
| | | | | | | | | | | | | | 4 | 100% R25 569 collected | | | | | | | | | |

KPI's 22

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L. SENELE

ACTING MUNICIPAL MANAGER

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Local Government: Competency Framework for Senior Managers

ACTING DIRECTOR: LOCAL ECONOMIC DEVELOPMENT ND MAKGETHA

CITY OF MATLOSANA
Period 1 September 2022 to 30 November 2022

Handwritten signatures and initials:
L.H.G.
L.H.G.

LOCAL GOVERNMENT: COMPETENCY FRAMEWORK FOR SENIOR MANAGERS

1. Definitions

In this framework –

“**core competencies**” are competencies that cut across all levels of work in a municipality and enhance contextualised leadership that guarantees service delivery impact; and

“**leading competencies**” means competencies that are required to develop clear institutional strategy, initiate, drive and implement programs to achieve long-term sustainable and measurable service delivery performance results.

2. Competency Framework

- 2.1 This competency framework replaces regulation 26(8) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, (Government Notice No. 805) as published in *Government Gazette No. 29089* of 1 August 2006.
- 2.2 A person appointed as a senior manager must have the competencies as set out in this framework. Focus must also be placed on the following key factors:
 - (a) Critical leading competencies that drive the strategic intent and direction of local government;
 - (b) Core competencies which senior managers are expected to possess, and which drive the execution of the leading competencies; and
 - (c) The eight Batho Pele principles.
- 2.3 The competency framework consists of six leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.
- 2.4 The competency framework further involves six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level.
- 2.5 There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. All competencies must therefore be considered as measurable and critical in assessing the level of a senior manager's performance.
- 2.6 The competency framework is underscored by four (5) achievement levels that act as benchmark and minimum requirements for other human capital interventions, which are, recruitment and selection, learning and development, succession planning, and promotion.

3. Competency Framework Structure

The competencies that appear in the competency framework are detailed below.

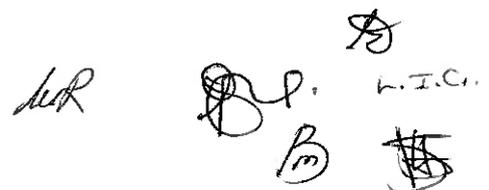
| LEADING COMPETENCIES | |
|--------------------------------------|---|
| Strategic Direction and Leadership | <ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness |
| People Management | <ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management |
| Program and Project Management | <ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation |
| Financial Management | <ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring |
| Change Leadership | <ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation |
| Governance Leadership | <ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance |
| CORE COMPETENCIES | |
| 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.

5. Competency Descriptions

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


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

MR

Prof.

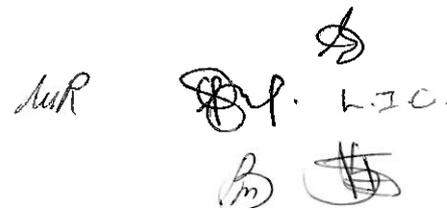
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| Cluster | Leading Competencies | | |
|---|---|---|---|
| Competency Name | Program and Project Management | | |
| Competency Definition | Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities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

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



 LUR
 B.Y.
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 B


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

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

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


 L.I.C.



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

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

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



 L.I.C.

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



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

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. |

AS
LR *BP* *L.I.C.*
M *TS*

Personal Development Plan (PDP)

**ACTING DIRECTOR: LOCAL
ECONOMIC DEVELOPMENT
NM MAKGETHA**

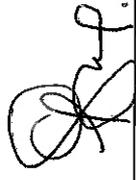
CITY OF MATLOSANA
Period 1 September 2022 to 30 November 2022

MR *BY* *5*
m *L.I.G.*

Personal Development Plan of: Ms NM Makgetha

Compiled on: 15 September 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. | | | | Government Act, Government Notice | Skills |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |

Acting Director's signature: 

Acting Municipal Manager's signature: 

ack
L.I.C.




DISCLOSURE FORM FOR BENEFITS AND INTERESTS

I, the undersigned (Surname and Initials)
Makgetha ND

Postal Address 15 B Harry str

Residential Address 15 B Harry str
meiringspark, klerksdorp

Position Held Acting Director: Local Economic Dev

Name of Municipality City of Matlosana

Tel: 0794650980 Email: ndphele@gmail.com

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 |
|---------------|--------------------------------|
| | N/A |
| | |

3. Membership, directorships and partnerships

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

P. M. LUR

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: _____

Date: 15 September 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

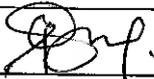
| Source of assistance | Descriptions of assistance | Value of assistance |
|----------------------|----------------------------|---------------------|
| | | |
| | | |

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

| Description | Value | Member |
|-------------|-------|--------|
| | | |
| | | |

8. Land and Property

| Description | Extent | Area | Value |
|-------------|--------|------|-------|
| | | | |
| | | | |


SIGNATURE OF ACTING SENIOR MANAGER

DATE: 15 September 2022

PLACE: Klerksdorp


L.I.G.
 

OATH/AFFIRMATION

1. I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:

(i) Do you know and understand the contents of the declaration?

Answer Yes

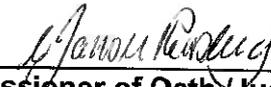
(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer No

(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer Yes

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



Commissioner of Oath Justice of the Peace

Full first names and surname: CHERËL JANSEN VAN RENSBURG (Block letters)

Designation (rank) MANAGER PERFORMANCE MANAGEMENT Ex Officio Republic of South Africa

Street address of institution BRAM FISCHER STREET

KLERKSDORP

Date 15 SEPTEMBER 2022 Place KLERKSDORP



CONTENTS NOTED: ACTING MUNICIPAL MANAGER

15 September 2022
DATE

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

NTSWAKI DOREEN MAKGETHA

as the

Acting Director: Local Economic Development
(hereinafter referred to as the Employee)

For the Period

1 December 2022 to 28 February 2023

man *L.D* *ler* *NDM*
mn *P.T*
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 **NTSWAKI DOREEN MAKGETHA (ID NR. 7711010471089)** in his capacity as the **ACTING DIRECTOR: LOCAL ECONOMIC 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.

L.B *MR* *P.T*
an *MN* *NDM*

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 DECEMBER 2022** and will remain in force until **28 FEBRUARY 2023** thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 This Agreement will terminate on the termination of the **Employee's** contract of employment.
- 3.3 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.
- 3.4 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 | 0% |
| Municipal Institutional Development and Transformation | 13.6% |
| Local Economic Development (LED) | 22.72% |
| Municipal Financial Viability and Management | 40.91% |
| Good Governance and Public Participation | 22.72% |
| Total | 100% |

- 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"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness | 8.33% |
| People Management | <ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management | 8.33% |

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 L.S. [Signature] P.T. NDM

| | | |
|--------------------------------------|---|------------------|
| Program and Project Management | <ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation | 8.33% |
| Financial Management | <ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring | 8.33% |
| Change Leadership | <ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation | 8.33% |
| Governance Leadership | <ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance | 8.33% |
| CORE COMPETENCIES | | WEIGHTING |
| 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% |
| TOTAL PERCENTAGE | | 100% |

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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 L.D. [initials] NBM
 m [initials] P.T

| 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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 M.M
 NDM
 P.T

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 2023 – 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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P.T

- 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.

*L.S. LRP NDM
mm mm P.T*

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 MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

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. MIMIMUM 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 1ST ay of DECEMBER 2022

AS WITNESSES:

1. 

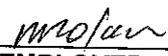

EMPLOYEE

2. 

Thus done and signed at KLERKSDORP on this the 1ST day of DECEMBER 2022

AS WITNESSES:

1. 


EMPLOYER

2. 