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

NJ TSOLELA

in his capacity as

<u>Executive Mayor</u> (hereinafter referred to as the **Employer**)

and

LESEGO SEAMETSO

as the

Acting Municipal Manager (hereinafter referred to as the Employee)

For the Period

1 July 2022 until 31 October 2022

less # 10 \$

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The CITY OF MATLOSANA herein represented by NTLUPHEKO JAMES TSOLELA (ID NR. 700603 5959 089) in his capacity as the EXECUTIVE MAYOR (hereinafter referred to as the Employer) and LESEGO SEAMETSO (ID NR. 8703010275080) in her capacity as the ACTING MUNICIPAL MANAGER of the Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

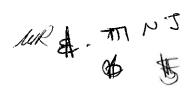
1. INTRODUCTION

- 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 -

- comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act , Section 57(4C) of the Systems Amendment Act, as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an Annexure to the Performance Agreement;
- 2.4 monitor and measure performance against set targeted outputs and outcomes;
- 2.5 use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; with Section 11 of this agreement and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.



3 COMMENCEMENT AND DURATION

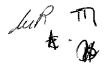
- 3.1 This Agreement will commence on the 1 JULY 2022 and will remain in force until 31 OCTOBER 2022 thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will include a new performance agreement that replaces this agreement at least once a year not later than 31st of July of the succeeding financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 The performance objectives and targets that must be met by the Employee; and
 - 4.1.2 The time frames within which those performance objectives and targets must be met.
 - 4.1.3 The Competencies (Annexure B) definitions in terms of regulation 21 of 17 January 2014 are required, to operate effectively as senior manager in the Local Government environment.
- 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 need 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**.





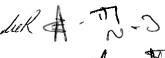
- The Employee accepts that the purpose of the performance management system will be to 5.2 provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about 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 KPA's (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.
 - 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	8.3%
Local Economic Development (LED)	03%
Municipal Financial Viability and Management	8.3%
Good Governance and Public Participation	83.3%
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	 Impact and Influence Institutional Performance Management Strategic Planning and Management Organisational Awareness 	8,33%
People Management	 Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management 	8,33%

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Program and Project	Program and Project Planning and ImplementationService Delivery Management	8.33%
Management	 Program and Project Monitoring and Evaluation 	5,557
	Budget Planning and Execution	
Financial Management	Financial Strategy and Delivery	8,33%
	Financial Reporting and Monitoring	·
	Change Vision and Strategy	
Change Leadership	Process Design and Improvement	8,33%
	 Change Impact Monitoring and Evaluation 	
	Policy Formulation	
Governance Leadership	Risk and Compliance Management	8,33%
	Cooperative Governance	
	CORE COMPETENCIES	WEIGHTING
Moral Competence		8,33%
Planning and Organising		8,33%
Analysis and Innovation		8,33%
Knowledge and Information Ma	ınagement	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.
- 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.
- 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.
- The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual 6.5 performance report prior to the performance assessment meetings to the evaluation panel chairperson for distribution to the panel members for preparation purposes.
- The Employee will submit quarterly performance reports on the implementation of the Financial 6.6 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.

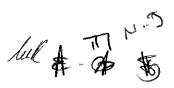
6.7.3 Overall rating

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.

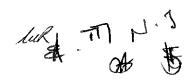


L.evel	Terminology	Description
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the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



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.
- 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:

Performa	nce Score	Domforman B B
From	То	Performance Bonus Percentage
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

- 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**.
- 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 30 day of JUNE 2022

AS WITNESSES:

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Thus done and signed at KLERKSDORP on this the 30 day of JUNE 2022

AS WITNESSES:

1. FOR

2 Adlesi

EMPLOYER

Performance Plan

ACTING MUNICIPAL MANAGER L SEAMETSO

CITY OF MATLOSANA Period 1 July 2022 until 31 October 2022





MUNICIPAL MANAGER.											CALLA WEIGHTH OF PERKEY PERKORMANCE AN Serves Delivey & Infrastructus Development (s) Municipal Institutional Development and Transtormation (3) Municipal Francial Weistley & Management (3) Good Governance and Public Per	VG PER KEY PE frastructure Devel Il Development an elopment (I) fability & Managei nd Public Perticipa	ERFORMANCE / opment (0) d Transformation (ment (3) ison (30)	Convo. A. Weiderling by Erk REF PERFORMANCE AREA (KPA) = (100%). Service Dulevey & Infrantruiter Development (ii) Municipal Insilational Development and Transformation (ii) Municipal Insilational Development and Transformation (ii) Municipal Finantial Weikely (iii) Sood Governance and Pubic Perticipalion (iii)	æ	85.58 0,0% 8.5% 0,0% 8.5%
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aeoivre& surburita	2,777	MIG (NDPG, EEDSM & DME included) funding spent to ensure the upgrading and maintenance of infrastructure in the City of Mattosana	Rand value spent on MIG grants (NDPG, EEDSM & DME included) allocated for the City of Mattosana spent	Spending at least 85% of MIG grante (NDPG, WMIG, EEDSM, INEP, DME & roll-overs included) allocated to the City of Mattosana by 30 June 2023	85% of R159 417 650 (R135 505 003)			1 5% 2 30% 3 60%	5% R6 775 250 30% R40 651 501 60% R81 303 002							Excel spreadsheet
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. ,-	2,77%	stive systems in 1 (1) of the	Percentage of the activities as Per the Council's approved a Financial Recovery Plan resolved a	2	RO										* II &	Approved Financial Recovery Plan
Inland	iemegensM lsions		Δ.	Plan by 30 June 2023				2 Nrof of aci	Nr of activities received / Nr of activities received / Nr 90% Nr of activities received / Nr of activities received / Nr of activities resulted						2.5 8	Updated FRP
	พ์จ							90% 4 Nr of of and	90%. Nr of activities received / Nr of activities resolved							

MUNICIPAL MANAGER

	Purflojio of Evidence	Signed-off SDRIP	planning template.	Attendance	Negletel	Notices, Agenda.	Attendance	- 100		Notices Agenda.	Register Minutes.				2021/22 Annual	Report MM	signed-off MM letter to AG				2021/22 Annual Performance	Report Council			positive Carcoc	Annual Report.	Council Resolution		MM Resolution.	Council	2021/22 Mid-Year	Assessment	į		Draft 2023/24 SDBIP Council	Resolution	
	Comments	S	pla	Att	2	No	AB S	Í		No 44	R				202	<u> 8</u>	iga #iga				20% Per	Ret			200	Ann	Š		MM	Cor	202	Ass	2		Dra	Res	
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	Quarterly Actual Achievement																															****					
	Rating																																				
	Quarterly Projected Target				Credible 2023/24 SDBIP inputs provided	2 LLF meetings attended	2 LLF meetings attended	2 LLF meelings attended	2 LLF meetings attended	3 SDBIP meetings conducted	3 SDBIP meetings	3 SDBIP meetings	conducted	s subir meetings conducted	2021/22 Annual Performance Report	(Unaudited Annual Report)	approved by the Municipal Manager					Draft 2021/22 Annual Report (Unsudited) tabled	In Council				2021/22 Audited Annual Report tabled in Council				2022/23 Mid-Year	approved by the Executive	fayor				Draft 2023/24 SDBIP tabled in Council
	Quarter	-	2		4	-		T	4	1	2		m	4		-	* 2	2	67	4		,		е .	4 .	2	_	4	-	2 -	22.4	9	M	4	- 0	3 6	4 G ta
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	Revised Target / Adjustment Budget																															2000					
	Budget	RO				RO				RO					RO						RO				RO				RO						R0		
	Annual Performance Target	Providing the office's SDBIP	mputs before the draft 2023/24	SUBIR IS SUDMITTED BY 31 May		Attending 8 LF meetings by 30	June 2023			Conducting 12 SDBIP meetings between MM and directors	(leading to quarterly performance assessments) by 30 June 2023				Approving the 2021/22 Annual Performance Report (Unaudited	unnual Report) by Municipal	nanager by 31 August 2022				Tabling the Draft 2021/22 Annual Report (Unaudited)	before Council by 31 November 2022			Tabling the Audited 2021/22	Annual Report before Council by	Ladiusy zuza		Approving the 2022/23 Mid-Year	seessment Report by the xecutive Mayor by 25 January	2023				Tabling the draft 2023/24 SDBIP R 0 by Council by 31 May 2023		
	Key Performance Indicators (KPt)	Office of the MM's SDBIP inputs	the draft 2023/24 DBIP is	Tabled		of LLF meetings	attended			Number of SDBIP meetings between MM and directors	(leading to quarterly performance (assessments) conducted			- 1		oproved by Municipal	Mathogal				121/22 Annual Report Bed) labled before				Audited 2021/22 Annual Report		,		sment	Kepont approved by the Executive Mayor					Draft 2023/24 SDBIP labled by T Council b		
	Objectives		directorates KPI's are catered	20			to ensure industrial harmony			To ensure that the set goals of council are achieved						0.					0	comply with section 121 and Creular 63 of MFMA				Annual Report to comply with	Section 12 to milmes			comply with section 72 of the	MFMA				SDBIP to comply with		
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Particle of Evidence		Executive Mayor Signature.	2023/24 SDBIP		Signed 2023/24	Performance	MM Resolution				Excel spreadsheet	with names of	male employees on the first three	highest levels of	management		Tool opposite the state of	with names of	male employees	on the trist mine highest levels of	management			2023/24 IDP	Council Resolution			Notice, Agenda.	Attendance				Notice Agenda	Minutes and	Attendance register Photos			ft 2022/23 IDP	Amendments.	incil Resolution	
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Key Performance Indicators (KPB)	-	by Executive Mayor				54A and 56 employees	signed		0.000		Number of male employees on						Number of female employees on	the first three highest levels of						Number of 2023/24 IDP Process T Plan labled in Council F	2			Number of community consultations meetings c					Rep Forum meetings					lumber of draft 2023/24	mended IDP tabled in Council		
Objectives		SDBIP to ensure compliance			To sign the 2023/24 SDBIP Performance Agreements to						Ε	employment equity target months employed in the first	levels of	management			E		three highest levels of	management				To give effect to the 2023/24 II					60	prioritization of projects			$\overline{}$	thy with	from external sector	departments		To table the draft 2023/24 IDP N	Amendments to comply with A legislation	- Table R	
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Porfloip of Evidence	Advertisement Public comments (if any)	Final 2022/23 Amended IDP Council Resolution	Programme Notice & Afterdance Afterdance Register Minutes Report to Risk Committee	Notice. Risk register register	Risk register Notices. Attendance register Risk Assessment report Resolution	2022/23 Flak Management Committee Committee Chafte, 2022/24 Risk Management implementation, MM resolution
Comments						
Planned Remedial Action						
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Revised Target / Adjustment Budget						
Budget	e R0	RO	© 2	0.0	R 0	0.0
Annual Performance Target	Inviting public comments after the tabling of the draft 2023/24 Amended IDP for inputs from the community by 30 April 2023	Approving the final 2023/24 Amended IDP by Council by 31 May 2023	Submitting 4 Risk management reports to ensure an effective risk management process to the Risk management Committee by 30 June 2023	Conducting 4 risk assessments with Council departments on emerging risks by 30 June 2023	Revising the 2022/23 Rak Register to determine the linkage between departmental objectives between and risk earbidy and approving one 2022/4 Rak Register by 30 June 2023	Approving the Risk management R set theigh documents (202223 or theight and 202224 implementation plan) by the municipal manager and council by 30 June 2023
Key Performance indicators (KPI)	Public comments invited by Council after tabling of the draft 2023/24 Amended IDP	Number of final 2023/24 Amended IDP approved by Council	Number of Rick management report submitted to the Rick Management Committee	Namber of Risk Assessment conducted on stakege and operational risks	Risk Ragister revised and approved to determine the link age between departmental objectives and risk activity	Rak managament strabgio documents reviewed and the strategies and counciled in manager and council
Objectivas		To approve the 2023/24 Amended IDP to comply with legislation	To submit a Risk management report to the Risk Management Committee to ensure good governance	To conduct raik assessments In on statements In on statements of the statement of the statement of governance and to comply with legislation	To revise the Risk Register to F defermine the linkage between a departmental objectives and list activity and the control of	To develop at shape of comments to ensure good of documents to ensure good of white to comply a with legislation of
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Notice Agenda.
Attendance
Register or Zoom
photo of
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Minutes.

Perfolio of Evidence

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per ficipation.
Attendances registers. Public comments.
2021/22 Oversight Resport. Council Resolution.

Process Reports. Council Resolution

Quarterly report.
Notice, Minutes &
Attendance
Register

Action Plan
Register, Internal
audit progress
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Kay Performance Indicators (RPI)	Number of MPAC (e129(4) of the MFA4) meetings to monitor the performance and financial abusion in the City of Methosens conducted	and		Number of 2021/22 Oversight Report tabled before Council I	Number of UE&W Expenditure III reports issued to sound in montagate unauthorised. Importation and wealthold regular, fullibers and wealthold expenditure of the municipality's in performance and financial shunton.	Number of audit of performance is information the information professional assesses the efficiency assesses the efficiency of performance of office/henrees of performance performance of	Number of action plan negister Simulation and progress reports on the through Auditor-General in sport and the Internal Auditor's fartings submitted to the Audit Committee A submitted to the Audit Committee A
Objectives	To monitor the municipality's performance and financial althation by conducting regular MPAC meetings		participation on the results of the Annual Report to comply with legislation	To table the 2020/21 Oversight Report to camply with a 129(1) of the MFMA	To investigate unauthorised, inregular, kindese and wasteful expenditure of the municipality's performance and financial situation by conducting MPAC meetings.	To issue autil of performance information reports to ensure compliance with legislation	To report on recommendations asset by recommendations asset by them is said and AG to ensure sound financial and administrative management administrative management
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	Quarterly Projected Target	1 Activity report submitted to AC	1 Activity report submitted to AC	1 Activity report submitted to AC	1 Activity report submitted to AC			-1	Reviewed 2023/24 Internal			-	1	3-Year Risk Based Audit Plan 2023/24	
	Quarter	-	2	е .	4	1	2	Э	4		- (,	6	4	
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	Annual Performance Target	60	of rolling aut the audit plans by 30 June 2023			Adopting the reviewed 2023/24 Internal Audit Charter in exactifaires with IlÅ standards by 30 June 2023									
	Roy Performance Indicators (ICP)	D	progress of rowing out the audit of plans			Number of reviewed Internal Ad- Audit Charter adopted in Int accordance with IIA standards ac 30			Т	va la					
	Objectives	To issue activity reports to ensure good governance t				Ħ	legislation			To submit a Risk Based Audit Number of 3-Year Risk Based	Plan to comply with legislative	requirements t			
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Oct-22 advertised, shortlisting held f QUARTERLY COMPLIANCE INDICATORS QUARTERLY COMPLIANCE INDICATORS QUARTERLY COMPLIANCE INDICATORS Baseline (Annual Performance of 2021/22 estimated) Yes Does the municipality have an Internal Audit Unit?

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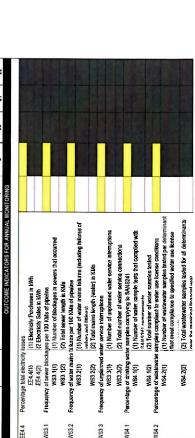
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Local Government: Competency Framework for Senior Managers

ACTING MUNICIPAL MANAGER L SEAMETSO

CITY OF MATLOSANA Period 1 July 2022 until 31 October 2022



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	 Impact and Influence Institutional Performance Management Strategic Planning and Management Organisational Awareness 						
People Management	 Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management 						
Program and Project Management	 Program and Project Planning and Implementation Service Delivery Management 						

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	Program and Project Monitoring and Evaluation				
	Budget Planning and Execution				
Financial Management	Financial Strategy and Delivery				
	Financial Reporting and Monitoring				
	Change Vision and Strategy				
Change Leadership	Process Design and Improvement				
	Change Impact Monitoring and Evaluation				
	Policy Formulation				
Governance Leadership	Risk and Compliance Management				
	Cooperative Governance				
	CORE COMPETENCIES				
	Moral Competence				
	Planning and Organising				
	Analysis and Innovation				
Kn	owledge 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 Competenc	Leading Competencies						
Competency Name	Strategic Direction a	Strategic Direction and Leadership						
Competency Definition	deliver on the strate	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate						
DAGIO		IENT LEVELS						
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	COMPETENT 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	strategic planning Align strategy and goals across all functional areas Actively define	SUPERIOR 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					



Cluster		Leading Compete	ncie	s				
Competency Name	ı	People Management						
Competency Definition	on	Effectively manag diversity, optimise order to achieve in	tale	spire and encourage nt and build and nurt utional objectives	peo ure r	ple, respect relationships in		
BASIC	1	ACHIEVEMI COMPETENT	ENT	LEVELS ADVANCED				
Participate in team goal-setting and	•	Seek	•	Identify ineffective	•	SUPERIOR Develop and incorporate best		
 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 		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		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		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		
				achieve institutional objectives		_		



Cluster		Leading Competencies					
Competency Name		Program and Proje	ct M	anagement			
Competency Definition	n	plan, manage, mor deliver on set object	itor :tive:		ager activ	ment methodology; ities in order to	
D.4010		ACHIEVEMI	ENT				
BASIC Initiate projects	 	COMPETENT Establish broad	-	ADVANCED Manage multiple	<u> </u>	SUPERIOR	
after approval from higher authorities Understand procedures of program and project management methodology, implications and stakeholder involvement Understand the rational 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	• Ear that a see Fibid op do like a new feet odd O s mac N a new a till	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 dentify appropriate project esources to acilitate the effective completion of the deliverables. Comply with statutory equirements and apply policies in a consistent manner Monitor progress and use of esources and nake needed adjustments to imelines, steps, and resource allocation.		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		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	



Cluster	Leading Compete	Leading Competencies					
Competency Name	Financial Manage	Financial Management					
Competency Definition	financial risk man accordance with r all financial transa	olan and manage budgets, o agement and administer pro recognised financial practice actions are managed in an e	ocurement processes in es. Further to ensure that				
BASIC	ACHIEVEN COMPETENT	MENT LEVELS ADVANCED	SUPERIOR				
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	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	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	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				
financial accountability Understand the importance of asset control	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	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	achieve financial savings Actively identify and implement new methods to improve asset control Display professionalism in dealing with financial data and processes				



Cluster	Leading Competer	Leading Competencies					
Competency Name	Change Leadershi	Change Leadership					
Competency Definitio	order to successfu professional and q ACHIEVEMI COMPETENT	initiate institutional transfor Ily drive and implement ner uality services to the comm ENT LEVELS ADVANCED	w initiatives and deliver				
 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 	 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 	 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 	 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 Competend	cies							
Competency Name	Governance Leader	Governance Leadership							
Competency Definition	and compliance required governance practice	ect and apply professiona uirements and apply a tho es and obligations. Furthe f relevant policies and enh ships	prough understanding of r, able to direct the						
		ACHIEVEMENT LEVELS							
BASIC	COMPETENT	ADVANCED	SUPERIOR						
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	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	 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 	 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 Competencie	s			-		
Competency Name		Moral Competence						
Competency Definition	n	Able to identify mor and integrity and co competence						
		ACHIEVEME	ENT	LEVELS				
BASIC Realise the impact		COMPETENT Conduct self in	-	ADVANCED	_	SUPERIOR Create an		
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		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		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	•	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		

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Cluster	Core	e Competencie	 s	_		
Competency Name		nning and Orga	nisin	g		
Competency Definition		e to plan, priorit ctively to ensur tingency plans	e the	ind organise information quality of service deli anage risk	on a	nd resources and build efficient
		ACHIEVEME	ENT	LEVELS	-	
BASIC		IPETENT		ADVANCED		SUPERIOR
 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 	Activ appro organ inforr resou for a Reco urger impo tasks Balar long- and g incor the te perfo object Sche ensu perfo budg efficie time a resou Meas progr monit	rely and opriately nise mation and urces required task ognise the ncy and rtance of some short and term plans goals and porate into eam's ormance of they are of and within et and with ent use of and urces sures ress and tor ormance		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	•	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 Competencie	s				
Competency Name	Analysis and Innov	Analysis and Innovation				
Competency Definition	establish and imple	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			
 Understand the basic operation problem solving of analysis, but lack detail and thoroughness Able to balance independent analysis with requesting assistance from 	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	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 buyin 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	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			



	F					
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				
		ACHIEVEM	<u>ENT</u>			
BASIC College entaggrice		COMPETENT	_	ADVANCED		SUPERIOR
 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 		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		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	•	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



Cluster	Core Competencie	es				
Competency Name	Communication	Communication				
Competency Definition	and concise mann- effectively convey, the desired outcon	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 Demonstrate an	• Express ideas to	ADVANCED Effectively	SUPERIOR Regarded as a			
 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 	 Express ideas to individuals and groups in formal and informal settings in an 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 	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	 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 Competencie	es			
Competency Name	Results and Quali	Results and Quality Focus			
Competency Definition	and objectives wh encourage others monitor and meas	igh quality standards, focus ile consistently striving to e to meet quality standards. ure results and quality agai	xceed expectations and Further, to actively		
	ACHIEVEM	ENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR		
 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 	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	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	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.

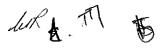
Level	Terminology	Description
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and 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.



Personal Development Plan (PDP)

ACTING MUNICIPAL MANAGER L SEAMETSO

CITY OF MATLOSANA Period 1 July 2022 until 31 October 2022



Personal Development Plan of: Ms L Seametso

Compiled on: 1 July 2022

	1			-	
7. Support Person	Skills	;			· ·
6. Work opportunity created to practice skill / development area	e Management Act, Government Notice				
5. Suggested Time Frames	to be in line with published in the Local Government Finance Management Act, unicipal Regulations on Minimum Competency levels 2007, Government Notice 18.				
4. Suggested mode of delivery	oublished in the Loca ns on Minimum Com				
3. Suggested training and / or development activity	ning to be in line with to Municipal Regulatic r 2018.				
2. Outcomes Expected (measurable indicators: quantity, quality and time frames)	Adjusted CPMD training to 2003 Amendments to Muni 41996 of 26 October 2018.				
1. Skills / Performance Gap (in order of priority)	1.	2.	3.	4.	

iture:

Municipal Manager signature:

Executive Mayor signature:

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DISCLOSURE FORM FOR BENEFITS AND INTERESTS

I, the undersigned (S	urname	and Initials)										
SEAME				- ·								
Postal Address	20	Box 10	PEZC									
KLERKS	KUERKSDORP 2570											
Residential Address _\ LO CHAMI LIZA												
AVENUE	FLA	MMOOC	>_									
Position Held	IREC	TOP COR	PORATE	ACT	ING MM							
Name of Municipality		ITY OF	MATIC	SA)A							
Tel: <u>018487</u>	8011	Email: <u>\</u>	samet	∞@\	clerkedon are							
hereby certify that t of my knowledge:	he follo	owing informa	tion is comp	lete and	correct to the best							
1. Shares, securitie financial institution	s and c	other financial	interests (No	ot bank a	accounts with							
Number of shares/Extent of financial interest	Natur	е	Nominal Va	lue	Name of Company/Entity							
NOVE	_											
		· · · · · · · · · · · · · · · · · · ·		•								
2. Interest in a trust												
z. mtorost m a d'ast												
Name of trust			Amount of Remuneration! Income									
NONE												
3. Membership, dire	ectors	nips and partn	erships									
Name of corporate e	entity	Type of k	usinass	Amou	unt of							
partnership or firm	····· y ,	. 700 01 1		1	neration/ Income							
NONE												

luk # - To

4. Remunerated w	ork outsi	de the Muni	cipality (M	ust be san	ctioned by Council.)
Name of Employer		Туре о	f Work	Amou	unt of remuneration/ ne
NONE '					
OnwEde (C)				_	
Confidential			T/		
Signature by Executi	ve Mayor:				
Date: 30 June 2022	_				
5. Consultancies, l	Retainer s	ships and R	elationshi)	
Name of Client	Nature		Type of b	usiness	Value of any
NONE			activity		benefits received
10000					
	L				1
6. Subsidies, grant	ts and sp	onsorships	by any org	anisation	
Source of assistance		escriptions essistance	of	Value	e of assistance
NONE					
7. Gifts and Hospit	ality from	n a source ra	ather than	a family m	nember
Description		/alue		Mem	
MILE					*****
			_		
8. Land and Prope	rty				
Description	Description		Ar	ea	Value
REETDENTIAL		F	ANNO	0 R1.4 m	
SIGNATURE OF SE	UOD MAN	IACED			

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PLACE: Klerksdorp

DATE: <u>30 June 2022</u>

OATH/AFFIRMATION

1.	l cert follow	ify that before administering the oath/affirmation I asked the deponent the ving questions and wrote down her/his answers in his/her presence:
	(i)	Do you know and understand the contents of the declaration? Answer
	(ii)	Do you have any objection to taking the prescribed oath or affirmation? AnswerNo
	(iii)	Do you consider the prescribed oath or affirmation to be binding on your conscience? Answer
2.	the co	ify that the deponent has acknowledged that she/he knows and understand ontents of this declaration. The deponent utters the following words: "I sweathe contents of this declaration are true, so help me God." / "I truly affirm that ontents of the declaration are true". The signature/mark of the deponent if the declaration in my presence.
Comm	رار nission	C JANSEN VAN RENSBURG PERFORMANCE MANAGEMENT OFFICER CITY OF MATLOSANA COMMISSIONER OF OATHS EX OFFICIO
•		ior of outil Againee of the Feate
Full fire	st nam	es and surname: <u>Cherèl Jansen van Rensburg</u> (Block letters)
Desigr	nation (rank) Acting Performance Manager Ex Officio Republic of South Africa
Street	addres	es of institution Bram Fischer Street
		Klerksdorp
Date _	3(0 June 2022 Place Klerksdorp
	<	20 June 2002
CONT	ENTE	NOTED: EXECUTIVE MAYOR 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

NTLUPHEKO JAMES TSOLELA

in his capacity as

<u>Executive Mayor</u> (hereinafter referred to as the **Employer**)

and

MARY MOTLAGOMANG MOLAWA

as the

Acting Municipal Manager (hereinafter referred to as the Employee)

For the Period

1 November 2022 until 30 November 2022

Sheet who of the

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The CITY OF MATLOSANA herein represented by NTLUPHEKO JAMES TSOLELA (ID NR. 700603 5959 089) in his capacity as the EXECUTIVE MAYOR (hereinafter referred to as the Employer) and MARY MOTLAGOMANG MOLAWA (ID NR. 600903 0859 081) in her capacity as the ACTING MUNICIPAL MANAGER 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

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The purpose of this Agreement is to -

- 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;
- specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an Annexure to the Performance Agreement;
- 2.4 monitor and measure performance against set targeted outputs and outcomes;
- 2.5 use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; with Section 11 of this agreement and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

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3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1 NOVEMBER 2022 and will remain in force until 30 NOVEMBER 2022.
- 3.2 The parties will include a new performance agreement that replaces this agreement at least once a year not later than 31st of July of the succeeding financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 The performance objectives and targets that must be met by the Employee; and
 - 4.1.2 The time frames within which those performance objectives and targets must be met.
 - 4.1.3 The Competencies (Annexure B) definitions in terms of regulation 21 of 17 January 2014 are required, to operate effectively as senior manager in the Local Government environment.
- 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 need 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.
- 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

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

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- 5.3 The **Employer** will consult the **Employee** about the specific performance standards and targets that will be included in the performance management system as applicable to the **Employee**.
- The **Employee** undertakes to actively focus towards the promotion and implementation of the KPA's (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.
- 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	8.3%
Local Economic Development (LED)	03%
Municipal Financial Viability and Management	8.3%
Good Governance and Public Participation	83.3%
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						
Strategic Direction and Leadership	 Impact and Influence Institutional Performance Management Strategic Planning and Management Organisational Awareness 	8,33%				
People Management	 Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management 	8,33%				
Program and Project Management	 Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	8,33%				
Financial Management	 Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring 	8,33%				

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Change Leadership	 Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	8,33%				
Governance Leadership	8,33%					
	WEIGHTING					
Moral Competence	Moral Competence					
Planning and Organising		8,33% 8,33%				
Analysis and Innovation		8,33%				
Knowledge and Information Ma	anagement	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.

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

6.7.2 Assessment of the Competencies

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

6.7.3 Overall rating

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

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

Rating scale for KPA's

Level	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.

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

Rating scale for Competencies

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

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

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7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter : July – September 2022 Second quarter : October – December 2022

7.2 The Employer shall keep a record of the mid vedir leview and annual assessment meetings.

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

7.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of (Annexure A) from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.

7.5 The **Employer** may amend the provisions of (Annexure A) whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the **Employee** will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as (Annexure C). Such plan may be implemented and/or amended as the case may be after each assessment.

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall -
 - 9.1.1 Create an enabling environment to facilitate effective performance by the employee:
 - 9.1.2 Provide access to skills development and capacity building opportunities;
 - 9.1.3 Work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
 - 9.1.4 On the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
 - 9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

- 10.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others
 - 10.1.1 A direct effect on the performance of any of the Employee's functions;
 - 10.1.2 Commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and

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

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Employee**'s performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

Performa	nce Score	D. C. D. C.
From	30% 133% 34% 137% 38% 141% 42% 145% 46% 149% 50% 153% 54% 157% 58% 161%	Performance Bonus Percentage
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**.
- 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 01 day of NOVEMBER 2022

AS WITNESSES:

1. Lower Reastring

EMPLOYEE

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

AS WITNESSES:

EMPLOYER

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Markein institutional Development and Transformakon (3)
Lond Exception Tolendopment of Markein Severe Objective of Markein Severe of Public Perspetation (3)
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		Key Parformance Indicators. (KPI)	Rand value spent on MIG grants (NDPG, EEDSM & DME				Key Parformance indicators (KPI)	Percentage of external audit queries answered within					retroenage or assigned audit findings raised in the AG Report and Management Report resolved					32	Financial Recovery Plan resolved				
		Objectives		ensure the upgrading and maintenance of infrastructure in the City of Matiosana			Objectives	To ensure an effective external audit process	(Exception report)			Т	the state of the sea about findings raised in the AG Report and Management Report are essigned, monitored and executed effectively and consistently					To ensure an effective	terms of section 64 (1) of the Management Act No 56 of	Zuos, as amended (councits Financial Recovery Plan)			
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	Forfolio of Evidence		Executive Mayor	Signature	-2023/24 SDBIP			Signed 2023/24	Performance	MM Resolution			Excel	spreadsheet with	employees on the	first three highest	levels of management	Fyrel	spreadsheet with	names of male	employees on the	next trees agrees levels of management		2023/24 IDP Process Plan. Council Resolution			Notice. Agenda.	Minutes and Altendance register Photos		Notice. Agenda.	Minutes and Attendance	egister, Photos	Jraff 2022/23	IDP Amendments.	Sesolution
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	Annual Performance Target	Control of the Control of the Control	Westerning Intel 2023/24 SUBIE	after approval of budget) by 30	lune 2023		Total Control	Performance Agreements with	ection 54A & 56 employees by	30 June 2023			on the first three highest levels of	anagement by 30 June 2023	(Excluding section 54A and 58	(malest		Employing 9 female employees R 0	anagement by 30 June 2023	(Excluding section 54A and 56	employees)			Process Plan in Council by 31 August 2021			consultations meetings by 31	y 2023		Conducting 2 Rep Forum R 0 meetings by 30 June 2023			Tabling the draft 2023/24 R 0	ch 2023	
	Key Performance Indicators (KPI)	Final 2023/24 chBib source	by Executive Mayor		,		Mismbar of 2022/24 Dodonous	Agreements with section 54A					highest levels of		E a	•		Number of female employees on Er			- G		Number of 2023/24 IDP Process Ta	Par tabled in Council Au		Number of community Co		Ma		Number of Rep Forum meetings Concordinged			Number of draft 2023/24 Tak Amended IDP babled in Crimcil Am		
AND REPORTED THE CONTRACTOR OF THE PERSON OF	Objectives .	To approve the final 2023/24	SDBIP to ensure compliance	with legislation			To sign the 2023/24	Performance Agreements to	comply with legislation			The number of neonle from		Ħ	management			The number of people from employment emily target	_	levels of	management		To give effect to the 2023/24					legislation and chain inputs of from local community for prioritization of projects			legislation and obtain inputs from external sector	departments	To table the draft 2023/24 IDP N Amendments to comply with A	egislation	
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MUNICIPAL MANAGER

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	Portollo of Evidence		Advertisement Public comments	(if arry)			Final 2022/23	Council	Resolution		Programme Notice & Attendance	Report to Risk	P			Notice Risk register Attendance	register.			Risk register.	Notices.	register Risk	Assessment report. Resolution	2022/23 Risk	Committee	Charter, 2023/24 Risk Management	Implementation,	Will Constitute.		
	Comments																													
	Plannad Remedial Action																													
	Reason for Deviation																													
	Actual Expenditure f Revenue																										İ	T		
	Quarterly Actual Achievement		ı				_				1 Risk management report submitted to the Risk Management Committee on					1 Risk Assessment conducted per Council department								2022/23 Risk Management	epproved by Municipal	Solid St. Line 2022 C.C.				
	Rafing			(d					1	_			-			ľ				2			J			
	Quarterly Projected Target			1	Public comments unded		1		Carl append A meeting	IDP approved by Council	1 Risk management report submitted to the Risk Management Committee		1 Risk management report submitted to the Risk Management Committee	1 Risk management report submitted to the Risk Management Committee	1 Risk management report submitted to the Risk Management Committee	1 Risk Assessment conducted with Council departments	1 Risk Assessment conducted with Council departments	1 Risk Assessment conducted with Council departments	1 Risk Assessment conducted with Council departments				2022/23 Risk Register revised and 2023/24 Risk Register approved	2022/23 Risk Management Committee Charter	approved by Municipal			2023/24 Risk Management	Implementation Plan approved by the Municipal Manager	
	Quarter			kado				, r	-	4	-		23	6	4	-	2	ю	4	-		6	4		-		3 6	,	4	
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	Revised Target / Adjustment Budget																													
	Budget	Ro				80					0					R0				RO				RO						
	Annual Performance Target	Inviting public comments after	the tabling of the draft 2023/24	Amended IDP for inputs from the	CONTINUE OF A SHARE CONTINUE	Approving the final 2023/24	Amended IDP by Council by 31	May 2023			Submitting 4 Risk management reports to ensure an effective risk management process to the Risk Management Committee by	30 June 2023				Conducting 4 risk assessments with Council departments on emerging risks by 30 June 2023					Register to determine the linkage between departmental	objectives and risk activity and	approving one 202324 Klak Register by 30 June 2023	E	Charter and 2023/24 implementation plan) by the	municipal manager and council	200 00110 000			
THE RESERVED TO SERVED THE PARTY OF THE PART	Key Performance Indicators (KPI)	Public comments invited by	Council after tabling of the draft	2023/24 Amended IDP			d IDP approved by				Number of Risk management report submitted to the Risk Management Committee					Number of Risk Assessment conducted on strategic and operational risks				Risk Register revised and	쿌	objectives and risk activity		Risk management strategic / documents reviewed and						
	Objectives	To invite public comments	after the tabling of the draft	IDP to comply with legislation and to obtain incute from the	community	To approve the 2023/24	Amended IDP to comply with	legislation			To submit a Hisk management report to the Risk Management Committee to ensure good governance					To conduct risk assessments on strategic and operational risks to ensure good overnance and to cramby	wth legislation			To revise the Risk Register to	between departmental	objectives and risk activity		To develop strategic documents to ensure good						
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	Consments																																							
	Planned Remedial Action																								Audit of performance information	report-4th quarter will be considered in the meeting	scheduled for the 31 October	2022							To audit all signed off findings and subrait IA report at the next	AC meeting				
	Reason for Deviation																									information was delayed due to late submission of 4th quarter		auditing of Annual performance report before submission to AG							PAAP is done eletronically and no completed findings were	signed off for audit.				
	Actual Expenditure / Revenue																																							
	Quarterly Actual Achievement	6 Public participation	meetings conducted				1 MPAC reports issued to	daled 30/8/2022											1 UIF&W Expenditure report issued to Council, CC	139/2022 dated 30/8/2022					4th Quarter report of	2020/21 performance information not completed									Internal audit progress report not completed					
	Rating												2				4			12.0	j														2 2		G			
	Quarterly Projected Target	6 Public participation	meetings conducted	3 Public participation meetings conducted	18 Public participation meetings conducted	6 Public participation meetings conducted	MPAC reports Issued		1 MPAC reports issued	1 MPAC reports issued	1 MPAC reports issued		1 Public participation	neeting conducted			2021/22 Oversight Report tabled	i i	1 UIF &W Expenditure report issued		I UIF&W Expenditure	report issued	report issued	1 UIF&W Expenditure report issued	4th Quarter report of	2020/21 performance information to Council				1st Quarter report of 2021/22 performance information to Gouncil	2nd Quarter report of	2021/22 performance information to Council	3rd Quarter report of	2021/22 performance information to Council	1 Internal audit progress report submitted to Audit	Committee		1 Progress report (internal	updated action plan register to the Audit	
	e Quarter		-	64	~	4		-	2	m	4		,	e	4.	- C4	es 012022 9	4		-	,	7	3	4	4	2.5	,-			2 22 22	25	2 2 2	F 1	4 1 2	-	c	3 .		4	
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	Annual Performance Target	Conducting 33 public	participation (s129(4) of the	performance and financial	situation in the City of Matlosana by 30 June 2023		Issuing 4 MPAC reports to council which assess the	efficiency and effectiveness of	achieved by Council by 30 June	5023		Conducting 1 public participation meeting on the results of the	2021/22 Annual Report by 31		Jahlim the 2024/22 Quercinh	Report before Council by 31	March 2023	feeting 4 I IIC 9 IV Consodift to	reports to council to investigate	unburnonsed, sregular, fruitless and wasteful expenditure of the	municipality's performance end financial situation by 30 June	2023				information reports to the Audit Committee to assess the	fficiency and effectiveness of	Council by 30 June 2023							ats on	to the Audit Committee on findings raised by the Internal	Audit and Auditor-General by 30 June 2023			
	Key Performante Indicators (RPI)	Number of MPAC (s129(4) of the	MFMA) meetings to monitor the performance and financial		conducted		Number of MPAC progress reports issued to council which	assess the efficiency and				Number of public participation meetings conducted on the				Report tabled before Council		Number of IIIF & M. Evnendhus			ure of the municipality's noce and financial	situation			-	assess the efficiency and									٠.	Auditor-General's report and Ite Internal Auditor's findings fin				
	Objectives	To monitor the municipality's	performance and financial situation by conducting	regular MPAC meetings			2 progress re compliance	with legislation					the Annual Report to comply with legislation		To table the 2020/21	yldmos	with 8,129(1) of the MFMA	To investigate unauthorised			and financial situation by conducting MPAC meetings.					compliance with legislation									ħ	ensure sound financial and Ir	esc.			
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Postfolio of Evidence	4 Activity Reports. Audit Committee	minutes. Proof of submission to	WW		Reviewed	2023/24 Internal	Audit Charter	Attendance	Register, AC	3-Year Risk	Based Audit Plan	2023/24 approved	Committee	Minutes
Comments														
Planned Ramedial Action														
Reason for Deviation														
Actual Expenditure / Revenue														
Quarierly Actual Achlevement	1 Activity report submitted to AC									,				
Rading		E		•		7	1					-		
Quarterly Projected Target	1 Activity report submitted to AC	1 Activity report submitted to AC	1 Activity report submitted to AC	1 Activity report submitted to AC				Reviewed 2023/24 Internal Audit Charter					3-Year Risk Based Audit	9h 2023/24
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Revised Target // Adjustment Budget Badget					EZA	1025	S box	, evien		pes	eg:	ksiA	Year	3-
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Annual Performance Target	62	of rolling out the audit plans by 30 June 2023			2324	accordance with 114 clandards	by 30 June 2023	82	-	-	Committee for annroval by 30	June 2023		
Key Performance Indicators (KPI)		progress of rolling out the audit plans			Number of reviewed Internal	arrie			Т	-	the Audit Committee for approval Committee for approval Soundities for approval Committee for approval Committee for approval Committee for approval Soundities for approval Committee			
Objectives	To issue activity reports to ensure good governance				To adopt the Internal Audit	legislation			To enthmit a Blok Bacad Bridd Manhow of 2 Very Blok Bonne	Flan for normaly with legislative	requirements			
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Performance Plan

ACTING MUNICIPAL MANAGER MM MOLAWA

CITY OF MATLOSANA
Period 1 November 2022 until 30 November 2022

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Local Government: Competency Framework for Senior Managers

ACTING MUNICIPAL MANAGER MM MOLAWA

CITY OF MATLOSANA
Period 1 November 2022 until 30 November 2022

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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	 Impact and Influence Institutional Performance Management Strategic Planning and Management Organisational Awareness
People Management	 Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management
Program and Project Management	 Program and Project Planning and Implementation Service Delivery Management



	Program and Project Monitoring and Evaluation								
	Budget Planning and Execution								
Financial Management	Financial Strategy and Delivery								
	Financial Reporting and Monitoring								
	Change Vision and Strategy								
Change Leadership Process Design and Improvement									
Change Impact Monitoring and Evaluation									
	Policy Formulation								
Governance Leadership	Risk and Compliance Management								
	Cooperative Governance								
	CORE COMPETENCIES								
	Moral Competence								
	Planning and Organising								
	Analysis and Innovation								
Kno	owledge and Information Management								
	Communication								
	Results and Quality Focus								

4. Minimum Requirements

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

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5. Competency Descriptions

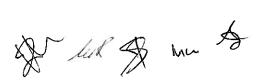
Cluster	Leading Competenci	ies	
Competency Name	Strategic Direction a	nd Leadership	
Competency Definition	deliver on the strateg	vision for the institution, and gic institutional mandate	inspire and deploy others to
BASIC		ENT LEVELS	
 Understand 	COMPETENT Give direction to a	ADVANCED Evaluate all activities	SUPERIOR • Structure and
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	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	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	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 Com		Leading Compete	ncie	S		
Competency Name People Managem			ent			
Competency Definition	Competency Definition Effectively manage, inspire and e diversity, optimise talent and built order to achieve institutional objective.				peo _l ure r	ple, respect elationships in
		ACHIEVEM	ENT	LEVELS		•
BASIC		COMPETENT		ADVANCED		SUPERIOR
 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 	•	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		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		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



Cluster	Leading Competencies					
Competency Name	Program and Proje	ct M	lanagement			
Competency Definition	Able to understand plan, manage, mor deliver on set object	nitor	gram and project man and evaluate specific s	ager activ	ment methodology; vities in order to	
		ACHIEVEM	ENT	LEVELS		
BASIC	ļ	COMPETENT		ADVANCED		SUPERIOR
 Initiate projects after approval from higher authorities Understand procedures of program and project management methodology, implications and stakeholder involvement Understand the rational 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 		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		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	•	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



Cluster	Lea	Leading Competencies				
Competency Name	ancial Managem	nent				
Competency Definition	n fina	ancial risk manag cordance with re- financial transac	geme cogr tions	nd manage budgets, c ent and administer pro nised financial practice s are managed in an e	cure s. F	ement processes in urther to ensure that
BASIC	00	ACHIEVEME MPETENT	ENT			
Understand basic	• Exh	ibit knowledge	•	ADVANCED Take active	•	SUPERIOR Develop planning
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	final plan bud fore how inter Assa and final Assa savi to fir man Preport of the	ications of isions and gestions and gestions ure that gation and ructions as uired by onal Treasury lelines are ewed and atted attify and ement proper litoring and uation etices to ure ropriate anding against		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	•	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



Cluster	Leading Competen	Leading Competencies		
Competency Name	Change Leadership	p		
Competency Definitio	professional and quality services to the community			
BASIC	COMPETENT	ENT LEVELS	CURERIOR	
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	 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 	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	SUPERIOR 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	
		interventions in place to facilitate effective transformation Take calculated risk and seek new ideas from best practice scenarios, and identify the potential for implementation		

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Cluster	Leading Competen	Leading Competencies			
Competency Name	Governance Leade	ership			
Competency Definition	and compliance red governance practic conceptualisation of governance relation		prough understanding of r, able to direct the		
		ENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR		
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	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	 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 	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 Competencie	Core Competencies			
Competency Name	Moral Competenc	e			
Competency Definition	Able to identify mo and integrity and o competence	oral triggers, apply reasonin consistently display behavio	g that promotes honesty ur that reflects moral		
		ENT LEVELS	VIF		
BASIC	COMPETENT	ADVANCED	SUPERIOR		
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	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	with the institution's rules and regulations Takes an active stance against corruption and dishonesty when	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		

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Cluster	Core Competencie	Core Competencies			
Competency Name	Competency Name Planning and Organising				
Competency Definition	n effectively to ensur	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficier contingency plans to manage risk			
		ENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR		
 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 	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	 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 	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 Competencie	Core Competencies				
Competency Name	Analysis and Innov	Analysis and Innovation				
Competency Definition	establish and imple	alyse information, challengement fact-based solutions al processes in order to ac	that are innovative to			
	ACHIEVEM	ENT LEVELS				
BASIC	COMPETENT	ADVANCED	SUPERIOR			
 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 	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	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 buyin 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	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 Info	ormati	on Management		
Competency Definition	on .	information through the collective know	vario ledge	base of local govern	edia	, in order to enhance
		ACHIEVEME	NT L			
BASIC	 	COMPETENT		ADVANCED		SUPERIOR
 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 	•	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		Effectively predict future information and knowledge management requirements and systems Develop standards and processes to meet future knowledge management needs Share and promote pest- practice knowledge management across various nstitutions Establish accurate measures and monitoring systems for knowledge and information management Create a culture conducive of earning and knowledge sharing Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches	•	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

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Cluster	Core Competencies	Core Competencies		
Competency Name				
Competency Definitio	the desired outcome			
		ENT LEVELS		
BASIC	COMPETENT	ADVANCED	SUPERIOR	
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	 Express ideas to individuals and groups in formal and informal settings in an 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 	Effectively communicate highrisk 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	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	

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Cluster		Core Competencies					
Competency Name		Results and Quality	Results and Quality Focus				
Competency Definition	n	and objectives whil encourage others t monitor and measu	gh quality standards, focus e consistently striving to e o meet quality standards. I are results and quality agai	exceed expectations and Further, to actively			
BASIC	_	ACHIEVEME COMPETENT	ENT LEVELS ADVANCED				
Understand quality	•	Focus on high-	Consistently verify	• Coach and guide			
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	•	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	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	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			

6. Achievement Levels

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

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

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

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Personal Development Plan (PDP)

ACTING MUNICIPAL MANAGER MM MOLAWA

CITY OF MATLOSANA
Period 1 November 2022 until 30 November 2022



Personal Development Plan of: Ms MM Molawa

Compiled on: 1 November 2022

	,				
7. Support Person	Skills				
6. Work opportunity created to practice skill / development area	se Management Act, Government Notice				
5. Suggested Time Frames	Government Financ petency levels 2007,				
4. Suggested mode of delivery	oublished in the Loca ns on Minimum Com				
3. Suggested training and / or development activity	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.				
Z. Outcomes Expected (measurable indicators: quantity, quality and time frames)	Adjusted CPMD training 2003 Amendments to M 41996 of 26 October 20				
1. Skills / Performance Gap (in order of priority)		2.	3.	4.	

Executive Mayor signature:

Acting Municipal Manager signature: MC

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DISCLOSURE FORM FOR BENEFITS AND INTERESTS

l, the undersigned (S	Surname	and Initials)		
	MM	Molawa		
Postal Address	60	Wildelbers	Street	
	areenl	nills		
Residential Address	60	Wildelbees	Street	
	Neen	mls		
Position Held	Actino	Municipa	al Manader	
	M	atlosang	0.	
Геl: <u>08 487 8</u>		Email: N	nmolauna	clevicedourson
				"
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Name of Employer		Type of Work		Amount of remuneration Income	
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Confidential					
Signature by Exec	utive May	or:	\gg		
Date: <u>1 November</u>	2022	Œ,	,		
5. Consultancies	s, Retain	er ships and R	elationship		
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PLACE: Klerksdorp

lar w

DATE: 1 November 2022

OATH/AFFIRMATION

r. i	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
er th th	certify that the deponent has acknowledged that she/he knows and understands he contents of this declaration. The deponent utters the following words: "I swear hat the contents of this declaration are true, so help me God." / "I truly affirm that he contents of the declaration are true". The signature/mark of the deponent is flixed to the declaration in my presence.
Commis	sioner of Oath /Justice of the Peace
Full first i	names and surname: <u>Cherèl Jansen van Rensburg</u> (Block letters)
Designat of South	ion (rank) <u>Manager Performance Management</u> Ex Officio Republic Africa
Street ad	dress of institution <u>C/o Bram Fischer and Emily Hobhouse Streets</u>
	Klerksdorp
Date	01 November 2022 Place Klerksdorp
	01 November 2022
CONTEN	TS NOTED: Executive Mayor 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

NTLUPHEKO JAMES TSOLELA

in his capacity as

Executive Mayor (hereinafter referred to as the Employer)

and

MARY MOTLAGOMANG MOLAWA

as the

Acting Municipal Manager (hereinafter referred to as the Employee)

For the Period

1 December 2022 until 31 December 2022

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The CITY OF MATLOSANA herein represented by NTLUPHEKO JAMES TSOLELA (ID NR. 700603 5959 089) in his capacity as the EXECUTIVE MAYOR (hereinafter referred to as the Employer) and MARY MOTLAGOMANG MOLAWA (ID NR. 600903 0859 081) in her capacity as the ACTING MUNICIPAL MANAGER 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 -

- 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;
- in the event of outstanding performance, to appropriately reward the employee; with Section 11 of this agreement and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

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3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1 DECEMBER 2022 and will remain in force until 31 DECEMBER 2022.
- 3.2 The parties will include a new performance agreement that replaces this agreement at least once a year not later than 31st of July of the succeeding financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the marters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 The performance objectives and targets that must be met by the Employee; and
 - 4.1.2 The time frames within which those performance objectives and targets must be met.
 - 4.1.3 The Competencies (Annexure B) definitions in terms of regulation 21 of 17 January 2014 are required, to operate effectively as senior manager in the Local Government environment.
- 4.2 The performance objectives and targets reflected in the Performance Plan (Annexure A) are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include:
 - 4.2.1 Key objectives that describe the main tasks that need to be done.
 - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 Target dates that describe the timeframe in which the work must be achieved.
 - 4.2.4 Weightings that show the relative importance of the key objectives to each other.
- 4.3 The Personnel Development Plan (Annexure C) sets out the employee's personnel development requirements in line with the objectives and targets of the employer.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

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

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- 5.3 The **Employer** will consult the **Employee** about the specific performance standards and targets that will be included in the performance management system as applicable to the **Employee**.
- The **Employee** undertakes to actively focus towards the promotion and implementation of the KPA's (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.
- 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	8.3%
Local Economic Development (LED)	0.3%
Municipal Financial Viability and Management	8.3%
Good Governance and Public Participation	83.3%
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.

	WEIGHTING	
Strategic Direction and Leadership	 Impact and Influence Institutional Performance Management Strategic Planning and Management Organisational Awareness 	8,33%
People Management	 Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management 	8,33%
Program and Project Management	 Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	8,33%
Financial Management	Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring	8,33%

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Change Leadership	 Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	8,33%
Governance Leadership	 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 Ma	anagement	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.

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

6.7.2 Assessment of the Competencies

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

6.7.3 Overall rating

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

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

Rating scale for KPA's

Level	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.

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

Rating scale for Competencies

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

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

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7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter : July – September 2022 Second quarter : October – December 2022

7.2 The Employer shall keep a record of the mid verified lew and annual assessment meetings.

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

7.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of (Annexure A) from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.

7.5 The **Employer** may amend the provisions of (Annexure A) whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the **Employee** will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as (Annexure C). Such plan may be implemented and/or amended as the case may be after each assessment.

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall -
 - 9.1.1 Create an enabling environment to facilitate effective performance by the employee:
 - 9.1.2 Provide access to skills development and capacity building opportunities;
 - 9.1.3 Work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
 - 9.1.4 On the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
 - 9.1.5 Make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

- 10.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others
 - 10.1.1 A direct effect on the performance of any of the **Employee**'s functions;
 - 10.1.2 Commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and

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

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Employee**'s performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

Performa	nce Score	Dorformonos Ponus Bersentes
From	То	Performance Bonus Percentage
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**.
- 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. 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 01 day of DECEMBER 2022

AS WITNESSES:

EMPLOYEE

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

AS WITNESSES:

1. (N.QQ.)

EMPL OYER

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