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

Entered into by and between

The **CITY OF MATLOSANA** herein represented by

E.T. MOTSEMME

in his capacity as

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

And

Vacant

As the

Director: Electrical and Mechanical Services
(hereinafter referred to as the **Employee**)

For the Period

1 July 2014 to 30 June 2015

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The **CITY OF MATLOSANA** herein represented by **ELIE TSIETSI MOTSEMME (ID NR. 6506135623080)** in his capacity as the **MUNICIPAL MANAGER** (hereinafter referred to as the **Employer**) and..... **(ID NR. .....)** in his capacity as the **DIRECTOR ELECTRICAL AND MECHANICAL SERVICES** 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 ("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, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.

1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Employee** to a set of outcomes that will secure local government policy goals.

1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act and Section 57(4C) of the Systems Amendment Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act , Section 57(4C) of the Systems Amendment Act, as well as the employment contract entered into between the parties;

2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

2.3 specify accountabilities as set out in a performance plan, which forms an Annexure to the Performance Agreement;

2.4 monitor and measure performance against set targeted outputs;

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; 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 2014** and will rema
30 JUNE 2015 thereafter a new Performance Agreement, Performance Pl
Development Plan shall be concluded between the parties for the next fina
portion thereof.

3.2 This Agreement will terminate on the termination of the **Employee**'s contract

3.3 The content of this Agreement may be revised at any time during the a
period to determine the applicability of the matters agreed upon.

3.4 If at any time during the validity of this Agreement the work environment alte
result of government or council decisions or otherwise) to the extent that the
Agreement are no longer appropriate, the contents shall immediately be revis

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 **Emp**

4.1.2 the time frames within which those performance objectives and targe

4.2 The performance objectives and targets reflected in the Performance Plan (A
set by the **Employer** in consultation with the **Employee** and based or
Development Plan (IDP), Service Delivery and Budget Implementation Plan
Budget of the **Employer**, and shall include key objectives; key performance i
dates and weightings.

4.2.1 The key objectives describe the main tasks that need to be done.

4.2.2 The key performance indicators provide the details of the evidenc
provided to show that a key objective has been achieved.

4.2.3 The target dates describe the timeframe in which the work must be ac

4.2.4 The weightings show the relative importance of the key objectives to e

4.3 The **Employee**'s performance will, in addition, be measured in terms of cont
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 sy
Employer adopts or introduces for the **Employer**, management and munici
Employer.

5.2 The **Employee** accepts that the purpose of the performance management sy
provide a comprehensive system with specific performance standards
Employer, management and municipal staff to perform to the standards require

5.3 The **Employer** will consult the **Employee** about the specific performance star
be included in the performance management system as applicable to the **Empl**

5.4 T

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the CCRs

CR should be assessed accor
s have been met.

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ng should be multiplied by the
ng process, to provide a score.

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to add the scores and calculate

is calculated by using the applic
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performance of the **Employee** v

ology	Des
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ce y ns	Performance is sign standard expected in indicates that the E above fully effective r half of the performan and fully achieved a year.
tive	Performance fully expected in all areas indicates that the achieved effective significant performanc as specified in the PA

6.4 he **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.

5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.

5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

5.5.3 KPAs covering the main areas of work will account for 80% and CCRs 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	100%
Municipal Institutional Development and Transformation	0%
Local Economic Development (LED)	0%
Municipal Financial Viability and Management	0%
Good Governance and Public Participation	0%
Total	**100%**

5.7 In the case of 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 CCRs will make up the other 20% of the **Employee**'s assessment score. CCRs that are deemed to be most critical for the **Employee**'s specific job should be selected (√) from the list below as agreed to between the **Employer** and **Employee.**

CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES		
CORE MANAGERIAL COMPETENCIES (CMC)	√	**WEIGHT**
Strategic Capability and Leadership	√	10%
Programme and Project Management	√	5%
Financial Management	√	10%
Change Management	√	5%
Knowledge Management	√	5%
Service Delivery Innovation	√	5%
Problem Solving and Analysis	√	5%
People Management and Empowerment	√	5%
Client Orientation and Customer Focus	√	5%

CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES		
CORE MANAGERIAL COMPETENCIES (CMC)	√	**W**
Communication	√	
Honesty and Integrity	√	
CORE OCCUPATIONAL COMPETENCIES (COC)		
Competence in Self Management	√	
Interpretation of and implementation within the legislative an national policy frameworks	√	
Knowledge of Performance Management and Reporting	√	
Knowledge of global and South African specific political, social and economic contexts	√	
Competence in policy conceptualisation, analysis and implementation	√	
Knowledge of more than one functional municipal field / discipline	√	
Skills in Mediation	√	
Skills in Governance	√	
Competence as required by other national line sector departments	√	
Exceptional and dynamic creativity to improve the functioning of the municipality	√	
TOTAL PERCENTAGE		**10**

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

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** review the **Employee**'s performance at any stage while the contract of employ force.

6.3 Personal growth and development needs identified during any performance re must be documented in a Personal Development Plan as well as the actions implementation must take place within set time frames.

6.4 The **Employee**'s performance will be measured in terms of contributions to the g and strategies set out in the **Employer**'s SDBIP.

6.5 The annual performance appraisal will involve:

6.5.1 **Assessment of the achievement of results as outlined in the Perform**

(a) Each KPA should be assessed according to the extent to whic standards or performance indicators have been met and with du hoc tasks that had to be performed under the KPA.

(b) An indicative rating on the five-point scale should be provided for e

Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					

6.7 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established:-

6.7.1 Executive Mayor;
6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
6.7.3 Member of the Mayoral Committee;
6.7.4 Mayor and/or Municipal Manager from another municipality; and
6.7.5 Member of a ward committee as nominated by the Executive Mayor.

6.8 For purposes of evaluating the annual Performance of Managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established:-

6.8.1 Municipal Manager;
6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
6.8.3 Municipal Manager from another municipality.

6.9 The Manager responsible for Human Resources of the municipality must provide secretariat services to the evaluation panels referred to in paragraphs 6.7 and 6.8.

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 2014
Second quarter	:	October – December 2014
Third quarter	:	January – March 2015
Fourth quarter	:	April – June 2015

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 B).

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:

11.2.1

Performance Score		Performance Bonus Percentage
From	To	
130%	133%	5%
134%	137%	6%
138%	141%	7%
142%	145%	8%
146%	149%	9%
150%	153%	10%
154%	157%	11%
158%	161%	12%
162%	165%	13%
166%	169%	14%

11.3 In the case of unacceptable performance, the **Employer** shall –

11.3.1 provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and

11.3.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTE RESOLUTION

12.1 Any disputes about the nature of the **Employee**'s performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or

12.1.2 any other person appointed by the MEC.

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

whose decision shall be final and binding on both parties.

12.2 In the event that the mediation process contemplated above fails, clause 21.3 of the Contract of Employment shall apply.

13. GENERAL

13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Employer**.

13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

13.3 The performance assessment results of the Directors must be submitted to the municipal council 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 5 of the 2011 Performance Management System Framework and Policy document.

Thus **done** and **signed** at **KLERKSDORP** on this the **27** day of **JUNE 2014**.

AS WITNESSES:

1. _____

2. _____

_____
EMPLOYEE

Thus **done** and **signed** at **KLERKSDORP** on this the **27** day of **JUNE 2014**

AS WITNESSES:

1. _____

2. _____

_____
EMPLOYER

ANNEXURE "A"

Performance Plan

DIRECTOR: ELECTRICAL AND MECHANICAL SERVICES

.....

CITY OF MATLOSANA
Period 1 July 2014 to 30 June 2015

DIRECTOR ELECTRICAL AND MECHANICAL ENGINEERING
VACANT

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

Service Delivery & Infrastructure Development (21) 100%

IDP PROJECTS

Project ID.	Vote Nr	Item Nr.	Responsible Person	Key Performance Area (KPA)	Weighting	Objectives	Key Performance Indicators (KPI)	Annual Target	Quarter	Quarterly Projected Target	Rating Keys	Quarterly Actual Achievement	Expenditure	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence
IDP - MIG Grant Roll-Over	2050156036026	ELE1	D Ranonna	Service Delivery & Infrastructure Development	4.76%	To finalise the upgrading of the mechanical and electrical equipment at pump stations to ensure the maintenance of the existing infrastructure	Number of mechanical and electrical equipment at pump stations upgrades finalised	Finalising the upgrading of 2 mechanical and electrical equipment in pump stations (Volume 4) at Rietkuil - Jouberton (ward 12); Lorraine - Tigane (wards 1 & 2) to the amount of R994,614 by September 2014	1	2 Mechanical and electrical equipment in pump stations upgrades							2 Upgraded Networks. Proof of Payment. Photos.
									2	-							
									3	-							
									4	-							
IDP - MIG Grant	2418	ELE2	D Ranonna	ucture Development	4.76%	To install high mast lights to better service delivery	High mast lights installed in Khuma (Phase 4)	Installing 6 high mast lights in Khuma extensions 8, 9 and 11 (Wards 31 & 32) (Phase 4) at a cost of R2,000,000 by June 2015	1	Appointment of contractors							MM Resolution. Appointment letters of contractor.
									2	Material ordered							
									4	Civil works and							

ANNEXURE "B"

Personal Development Plan (PDP)

DIRECTOR: ELECTRICAL AND MECHANICAL SERVICES

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CITY OF MATLOSANA
Period 1 July 2014 to 30 June 2015

Explanatory Notes to the Personal Development Plan

1. Introduction

1.1 A Municipality should be committed to –

(a) the continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and
(b) managing training and development within the ambit of relevant national policies and legislation.

1.2 A Municipality should follow an integrated approach to Human Resource Development, that is:

(a) Human resource development should form an integral part of human resource planning and management.
(b) In order for a municipality's training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals, career pathing, scarce skills an talent management and succession planning.
(c) To ensure the necessary linkage with performance management, the municipality's Performance Management and Development System should provide for the Personal Development Plans of employees to be included in their annual Performance Agreements. Such approach will ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs are also identified during the performance management and appraisal process.
(d) Career-pathing and succession planning ensures that employees are placed and developed in jobs according to aptitude and identified potential and through training and development acquire the necessary competencies to prepare them for future positions. Scarce skills and talent management also requires appropriate training, education and development interventions.

2. Competence Modeling

2.1 What does an institution mean when it says an employee / prospective employee is competent if he / she fit a managerial competency framework or occupational competency profile? The institution is in fact expressing competence as a **future-oriented** ideal that they require to achieve their strategic objectives. The institution is in effect giving a depiction of the desired or required knowledge, skills and attributes for an individual in a specific position]. For competence to be useful, the associated competence should be greater than the observed performance as it will allow the individual growth towards this 'ideal'.

2.2 There is however a risk in expressing a required competence that a current or prospective employee should adhere to in the future, as the future is, by definition, uncertain. Managers cannot know how an employee will perform in the future nor can they know how employees that they did not select, did not promote, did not award a qualification to, might perform.

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Obta

Problem solving and analysis	Systematically identifies analyses and resolves existing and anticipated problems in order to reach optimum solutions in a timely manner.	• Explains potential impact of problems to won working environment. • Demonstrates logical problem solving approach and provides rationale for proposed solutions. • Determines root causes of problems and evaluates whether solutions address root causes. • Demonstrates objectivity, thoroughness, insightfulness and probing behaviours when approaching problems. • Demonstrates the ability to break down complex problems into manageable parts and identify solutions.
People management and empowerment	Manages and encourages people, optimizes their outputs and effectively manages relationships in order to achieve organizational goals.	• Seeks opportunities to increase personal contribution and level of responsibility. • Supports and respects the individuality of others and recognizes the benefits of diversity of ideas and approaches. • Delegates and empowers others to increase contribution and level of responsibility. • Applies labour and employment legislation and regulations consistently. • Facilitates team goal setting and problem solving. • Recognizes individuals and teams and provides developmental feedback in accordance with performance management principles. • Adheres to internal and national standards with regards to HR practices. • Deals with labour matters. • Identifies competencies required and suitable resources for specific tasks. • Displays personal interest in the well-being of colleagues. • Able to manage own time as well as time of colleagues and other stakeholders. • Manages conflict through a participatory transparent approach.
Client orientation and customer focus	Willing and able to deliver services effectively and efficiently in order to put the spirit of customer service (Batho Pele) into practice.	• Develops clear and implementable service delivery improvement programmes. • Identifies opportunities to exceed the expectations of customers. • Designs internal work processes to improve customer service. • Adds value to the organization by providing exemplary customer service. • Applies customer rights in own work environment.
Communication	Exchanges information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the desired outcomes.	• Expresses ideas to individuals and groups both in formal and informal settings in an interesting and motivating way. • Receptive to alternative viewpoints. • Adapts communication content and style according to the audience, including managing body language effectively. • Delivers messages in a manner that gains support, commitment and agreement. • Writes well-structured complex documents. • Communicates controversial sensitive messages to stakeholders tactfully.

		• Listens well and is receptive. • Encourages participation and mutual understanding.
Honesty and integrity	Displays and builds the highest standards of ethical and moral conduct in order to promote confidence and trust in the Public Service.	• Conducts self in accordance with organizational code of conduct. • Admits won mistakes and weaknesses and seeks help from others were unable to deliver. • Reports fraud, corruption, nepotism and maladministration. • Honours the confidentiality of matters and does not use it for personal gain or the gain of others. • Discloses conflict of interest's issues. • Establishes trust and shows confidence in others. • Treats all employees with equal respect. • Undertakes roles and responsibilities in a sincere and honest manner. • Incorporates organizational values and beliefs into daily work. • Uses work time for organizational matters and not for personal matters. • Shares information openly, whilst respecting the principle of confidentiality.
CORE OCCUPATIONAL COMPETENCIES (COC)		
Criteria	**Description**	**Generic standards for 'outstanding' performance**
Interpretation of and implementation within the legislative an national policy frameworks	The ability to implement, manage and oversee the implementation of legislation and policy	• Implementing and overseeing the implementation and enforcement of policies and Bylaws • Establishing and maintaining a register of non-compliance with legislative requirements and regularly reporting these to the municipal council and other role players. For example, instances of non-compliance with the MFMA are required to be reported to the National Treasury • Regularly monitor and report to the municipal council on the implementation of policies and compliance with legislative requirements • Regularly reviewing and, where necessary, proposing to the municipal council amendment of policies and in the case of a municipality also By-laws to ensure their relevance and alignment with the strategies and goals • Monitor and ensure enforcement of municipal By-laws, including penalties and fines for non-compliance, within the municipality's area of jurisdiction • Regularly consider the impact of amendments to the Constitution, national and provincial legislation and policy, and the legislative framework governing local government on the municipality's By-laws and policies

Knowledge of Performance Management and Reporting	The ability to support the implementation of the performance reporting process of the municipality.	• Knowledge and understanding of the local government legislative framework governing performance reporting. • Within the area of responsibility, supporting, implementing and maintaining the performance management system. In the case of a municipal entity also supporting and contributing to the regular monitoring, measuring, reviewing and reporting of the entity's performance to its parent municipality • Contribute to the timely preparation, submission and publication of statutory reports relating to performance. For example the annual performance report (section 121(3) and (4) of the MFMA), mid-year performance reporting (sections 72 of the MFMA) of a municipality and in the case of a municipal entity, an assessment of the entity's performance (section 121(4) of the MFMA), mid-year performance reporting (section 88 of the MFMA), etc. • Within the area of responsibility, ensure that the content of performance reporting is specific (unambiguous), measurable, accurate and valid, reliable and time specific. • Within the area of responsibility, analyze and evaluate the performance reports to understand the impact on, and to guide planning in respect of, strategies and goals including the implementation of the budget and service delivery and budget implementation plan (SDBIP) and policies. • Within the area of responsibility, analyze and evaluate the performance of Service delivery mechanisms (internal and external) and outsourced service agreements against performance targets; and • Within the municipality , analyze and evaluate the performance of each of its municipal entities against the service level agreement and performance targets for that entity • Within the area of responsibility, ensuring that there is a link between the performance indicators and targets and the integrated development plan (IDP), service delivery and budget implementation plan (SDBIP) and the individual performance agreements of officials. • Within the area of responsibility, ensuring that the remuneration and appraisal system is performance based and that all performance bonuses are only awarded after consideration of actual performance of the municipality against the performance targets for a specific period. • Regularly benchmark the performance of the area of responsibility against the performance of functions of similar and/or comparable municipalities to improve and guide in the planning and delivery of services.
Knowledge of global and South African specific political, social and economic contexts		• Understanding the local government environment (including legislative, social, political and economic) and the ability to analyze the financial and non-financial impact of changes in the external and internal environment that could affect the municipality/ municipal entity and recognizing when this necessitates change

Competence in policy conceptualization, analysis and implementation	The ability to guide, support and contribute to the formulation of policy, and in the case of a municipality also By-laws	• Excellent verbal communication and writing s to research and analyze complex information • Guiding and supporting the municipal council of adopting policies and making By-laws. This advising council on the financial and non-fina proposed policies and By-laws OR in the cas entity guiding and supporting the board of dir process of adopting policies including advisin and non-financial impact of proposed policies • Overseeing and managing the administrative process for adopting policies and in the case also making By-laws. • Conceptualizing, formulating and drafting poli case of a municipality also By-laws in alignme integrated development plan (IDP), the Const and provincial legislation and policy, and the l framework governing local government, havin cooperative government. This process should consideration of and alignment with existing p laws and be within budget constraints.
Knowledge of more than one functional municipal field / discipline		• Knowledge and understanding of the municipa environment (internal and external), the Const and provincial legislation and policy, and the le framework governing local government as wel municipality's By-laws and policies.
Competence as required by other national line sector departments	Within the area of responsibility, the ability to guide, establish and maintain appropriate stakeholder relations.	• Within the area of responsibility, knowledge ar of stakeholders and recognizing the varying re with stakeholders and the impact on the munic municipality's impact on its stakeholders. • Within the area of responsibility, establishing a effective and relevant external stakeholder rela include relations with the community, local bus benefit organizations and other spheres of gov including neighbouring municipalities and relati of external service delivery mechanisms, outsou agreements, etc and, in the case of a municipal Private Partnerships (PPPs) • Within the area of responsibility, ensuring stake consultation (internal and external) and advising officer on stakeholder consultation as envisaged by the Municipal Systems Act and the MFMA. T managing stakeholder expectations.
Exceptional and dynamic creativity to improve the functioning of the municipality	The ability to guide the management of change for the municipality within the area of responsibility.	• Managing and implementing change management w responsibility • The ability to be proactive and find creative and inno to change • Consultation with and management of various stakeh to the change • Managing and resolving any resistance to change • Contributing and supporting the accounting officer wi of strategies and goals with the need for change.

OATH/AFFIRMATION

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

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

   (ii) Do you have any objection to taking the prescribed oath or affirmation?
   Answer NO

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

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

Commissioner of Oath /Justice of the Peace

Full first names and surname: _____

(Block letters) MR. O.C. POWRIE

PMS CO-ORDINATOR
CITY OF MATLOSANA
COMMISSIONER OF OATHS
EX OFFICO

Designation (rank) _____ Ex Officio Republic of South Africa

Street address of institution _____

_____

Date 27/06/2014 Place KLERKSDORP

_____ 27/06/2014

CONTENTS NOTED: Municipal Manager **DATE**