

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE MSUKALIGWA LOCAL MUNICIPALITY
AS REPRESENTED BY THE MUNICIPAL MANAGER**

MAQHAWE KUNENE

AND

PHUMUZI JEREMIA NHLABATHI

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2023 - 30 JUNE 2024

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Msukaligwa Local Municipality herein represented by **Maqhawe Kunene** in his capacity as the **Municipal Manager** (hereinafter referred to as the **Employer** or Supervisor)

and

Phumuzi Jeremia Nhlabathi, Employee 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)(ii) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the municipality.
- 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.

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 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 employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, 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

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- 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 **01st of July 2023** and will remain in force until **30th of June 2024** 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 review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 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 because 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.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer** and shall include key objectives; key performance indicators; target 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 evidence that must be 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 achieved.
- 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 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.

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5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 5.4 The Employee undertakes to actively focus on 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 Competency Requirements (CRs) 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 CRs will account for 20% of the final assessment.
- 5.5.4 The total score must be determined using the rating calculator.
- 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
Municipal Institutional Development and Transformation	5%
Basic Service Delivery	10%
Local Economic Development (LED)	5%
Municipal Financial Viability and Management	70%
Good Governance and Public Participation	5%
Spatial Planning and Rationale	5%
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 CRs will make up the other 20% of the Employee's assessment score. CRs that are deemed to be most critical for the Employee's specific job should be selected (✓)

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from the list below as agreed to between the Employer and Employee. Three of the CRs are compulsory for Municipal Managers:

COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	√	WEIGHT
Strategic Direction and Leadership		5%
People Management		5%
Program and Project Management		10%
Financial Management		35%
Change Leadership		5%
Governance Leadership		5%
Communication		5%
CORE COMPETENCIES		
Moral Competence		5%
Planning and Organising		10%
Analysis and Innovation		5%
Knowledge and Information Management		5%
Results and Quality Focus		5%
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 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 IDP.

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6.5 The annual performance appraisal will involve:

6.5.1 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) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the CRs

- (a) Each CR should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each CR.
- (c) This rating should be multiplied by the weighting given to each CR during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CR score.

6.5.3 Overall rating

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

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

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					

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Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					
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 or 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 or executive committee or in respect of a plenary type municipality, another member of council;
- 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 or Mayor.

6.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, 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 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 6.8.4 Municipal manager from another municipality.

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- 6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

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 2023
Second quarter	:	October – December 2023
Third quarter	:	January – March 2024
Fourth quarter	:	April – June 2024

- 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 –

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- 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 total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:
- 11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 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 20.3 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 municipal manager 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.

Thus done and signed at Ermedo on this the 06 day of July 2023

AS WITNESSES:

1. [Signature]

[Signature]
EMPLOYEE

2. [Signature]

AS WITNESSES:

1. [Signature]

[Signature]
MUNICIPAL MANAGER

2. [Signature]

Performance Plan

Msukaligwa Local Municipality



Name: Nhlabathi, Phumuzi Jeremia
Position: Chief Financial Officer
Accountable to: Municipal Manager
Plan Period: 01 July 2023 – 30 June 2024

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1. Performance Plan Overview

1.1. Purpose

The performance plan defines the Council's expectations of the **Chief Financial Officer's** performance agreement to which this document is attached. Section 57 (4) of the Municipal Systems Act, 2000, provides that The performance agreement must include performance objectives and targets that must be met, and the time frames within which those performance objectives and targets must be met while Section 57 (5) provides that the performance objectives and targets referred to in subsection (4)(a) must be practical, measurable and based on the key performance indicators set out from time to time in the municipality's integrated development plan

1.2. Object of Local Government

The following are object of Local Government as contained in Section 152 of the Constitution of the Republic of South Africa, 1996 from which the **Chief Financial Officer's** performance indicators shall be based on:

- 1.2.1. Provide democratic and accountable government for local communities;
- 1.2.2. Ensure the provision of services to communities in a sustainable manner;
- 1.2.3. Promote social and economic development;
- 1.2.4. Promote a safe and healthy environment; and
- 1.2.5. Encourage the involvement of communities and community organisations in the matters of local government.

1.3. Key Performance Areas

The following Key Performance Areas (KPAs) as outlined in the Local Government: Municipal Planning and Performance Management Regulations, 2001, inform the Strategic Objectives listed below:

- 1.3.1. Municipal Transformation and Organizational Development;
- 1.3.2. Basic Service Delivery and Infrastructure Development;
- 1.3.3. Local Economic Development;
- 1.3.4. Municipal Financial Viability and Management;
- 1.3.5. Good Governance and Public Participation; and
- 1.3.6. Spatial Planning.

1.4. Strategic Objectives

The municipality has developed Key Performance Indicators based on the Institutional Strategic Objectives as set out in the municipal IDP. The following are therefore the municipal strategic objectives to be achieved:

- 1.4.1. To build a capable workforce to deliver services and strengthen the fight against fraud and corruption.
- 1.4.2. To provide sustainable and reliable services to communities.
- 1.4.3. To coordinate efforts to address unemployment and poverty.
- 1.4.4. To improve the viability and management of municipal finances.
- 1.4.5. To strengthen public participation, corporate governance and accountability.
- 1.4.6. To ensure long term planning that provides for social cohesion and spatial transformation.

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2. Position Goal and Purpose

Position Goal

To improve and maintain the viability and management of municipal finances

Position Purpose

- 2.1.1. Sustainable debtor's management and collection of outstanding debtors;
- 2.1.2. Timeous payment of creditors and contractual responsibilities;
- 2.1.3. Management of salaries and related functions;
- 2.1.4. Proper functioning of supply chain processes;
- 2.1.5. Assistance with budget processes and reporting;
- 2.1.6. Ensure proper functioning of all financial systems; and
- 2.1.7. Assisting other departments regarding financial and budget information.
- 2.1.8. The Chief Financial Officer is accountable and responsible for amongst others:
 - (a) To be administratively in charge of the budget and treasury office;
 - (b) To advise the accounting officer on the exercise of powers and duties assigned to the accounting officer in terms of the MFMA;
 - (c) To assist the accounting officer in the administration of the municipality's bank account and in the preparation and implementation of the municipality's budget;
 - (d) To advise senior managers and other senior officials in the exercise of powers and duties assigned to them in terms of Section 78 and 79 of the MFMA;
 - (e) To perform such budgeting, accounting, analysis, financial reporting, cash management, debt management, supply chain management, financial management, review and other duties as may be delegated by the accounting officer to the CFO in terms of Section 29 of the MFMA.
- 2.1.9. The CFO is accountable to the accounting officer for the performance of the duties referred to herewith.

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3. Performance Scorecard

The following is a performance scorecard containing Key Performance Areas (KPA's), Strategic Objectives, Key Performance Indicators (KPI's), quarterly targets and evidence required. This includes quarterly deliverables on planned projects.

No	Performance Objective	Key Performance Indicator	Department	Baseline 2022/2023	Quarterly Targets 2023-2024				Annual Target 2023/2024	Means of Verification
					Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Functional Area: Revenue Management and Credit Control										
066	To ensure indigent consumers are registered and receive Free Basic Services	Number of indigent households receiving Free Basic services (FBS) by 30 th June 2024	Financial Services	3000	3500	3500	1000	1000	9000	- Accumulated Indigent subsidies report
070	To ensure necessary strategies are implemented to collect revenue	Improved Revenue collection for the financial year ending 30 th June 2024	Financial Services	62% in revenue collected	75%	75%	75%	75%	75%	- Billing report (age analysis)
072/1	To ensure compliance to the Municipal Property Rates Act	Number of Valuation Roll Reconciliation between System & Valuation Rolls for the year ending 30 th June 2024	Financial Service	100% compliance	0	0	0	1	1	- Council resolution on approval of the valuation roll - Proof of gazetting on the Government printing works and local news paper
Functional Area: Expenditure Management										
A18	To ensure compliance with VAT Act	Number of VAT201 submitted to SARS on a monthly basis	Financial Services	12	3	3	3	3	12	- Proof of VAT201 submitted to SARS
A19	To ensure compliance with Income tax Act	Number of MP201 submitted to SARS on monthly basis	Financial Services	12	3	3	3	3	12	- Proof of MP201 submitted to SARS
Functional Area: Asset Management										

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073	To ensure that all infrastructure assets are accounted for	Number of Fixed Asset Register (FAR) updates by the 30 th June 2024	Financial Services	2 FAR updates conducted.	0	0	0	1	1	- Assets Register (Infrastructure)
073/1	To ensure that all moveable assets are accounted for	Number of Fixed Asset Register (FAR) updates by the 30 th June 2024	Financial Services	2 FAR updates conducted.	0	0	1	1	2	- Assets Register (Moveable)
Functional Area: Supply Chain Management										
067	To ensure that all bids above R200 000 are awarded within 90 days from date of closure	Number of reports for bids awarded within 90 days from the date of closure by 30 June 2024	Financial Services.	XX bids awarded within 90 days	1	1	1	1	4	- Quarterly reports on awarded bids
067/1	To ensure Compliance with SCM Policy	Number of Quarterly SCM Reports submitted to Council by 30 June 2024	Financial Services	Quarterly Reports	1	1	1	1	4	- SCM Quarterly Reports - Council resolution
Functional Area: Stores Management										
073/2	To ensure stores are kept at minimum level	Number of stock count conducted by 30 June 2024	Financial Services	Quarterly reports	1	1	1	1	4	- Stock count reports
A20	To ensure compliance with cost curtailment measures	Number of procurement plan developed and implemented by 30 June 2024	Financial Services	Quarterly reports	1	1	1	1	4	- Procurement performance report
Functional Area: Financial Reporting and Budgeting										
076	To ensure that the revised, draft and final budgets are approved by the Council within legally prescribed timeframes	Number of budgets approved by 31 st May 2024	Financial Services	budgets approved	0	0	2	1	3	- Budget report - Council Resolutions
077	To ensure that the AFS are completed and submitted to all relevant stakeholders as prescribed by the MFMA	Number of Annual Financial Statements compiled and submitted to relevant stakeholders by 31 st August 2023	Financial Services	1 AFS submitted to relevant stakeholders	1	0	0	0	1	- AFS - Submission letters - Proof of submission
A21	To ensure compliance with Section 71 of the	Number of section 71 reports submitted to the	Financial Services	section 71 monthly	3	3	3	3	12	- Section 71 report

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MFMA	Mayor and PT within 10 days after each month end	reports submitted							- Proof of submission to EM and PT
A22	To ensure compliance to Section 52 of the MFMA	Number of section 52 reports submitted to the Council within 30 days after the end of each quarter	4 section 52 reports submitted.	1	1	1	1	4	- Sec 52 Reports - Council resolution
078	To ensure compliance with Section 72 of the MFMA	Number of Section 72 Reports submitted to the Mayor, PT and NT by 25 th of January 2024	1 Section 72 Report submitted	0	0	1	0	1	- Section 72 Report - Proof of submission to EM, NT and PT
080	To ensure compliance with Section 11 of the MFMA	Number of section 11 quarterly reports submitted to the Council, PT and AG within 30 days after the end of each quarter	section 11 quarterly reports submitted	1	1	1	1	4	- Sec 11 Reports - Council resolution - Proof of submission to AG and PT
081	To ensure compliance to Section 32 of the MFMA	Number of Section 32 quarterly reports submitted to the Council, PT and AG within 30 days after the end of each quarter	Section 32 quarterly reports submitted	1	1	1	1	4	- Reports on UIFW - Council resolution - Proof of submission to AG and PT COGTA
Functional Area: Governance and Public Participation									
A23	To strengthen corporate governance and accountability	Number of Financial Services Section 80 committee meetings held by 30 June 2024	New Indicator	3	3	3	3	12	- Minutes and Attendance Registers of the sitting of Sec. 80 committees
G04/1	To improve the municipality's audit	Percentage Internal Audit findings address by 30 June	New Indicator				100%	100%	- Updated Internal Audit Action

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outcome	2024	60 Audit findings received	0	0	80%	0	80%	Plan
G04/2 To improve the municipality's audit outcome	Percentage of audit findings addressed by 30 June 2024	Corporate Services	60	0	80%	0	80%	- Updated AG Audit Action Plan
G04/3 To mitigate and address identified strategic and operational risks	Percentage of action plan implemented to address strategic and operational risks identified per quarter by 30 June 2024	Corporate Services	40	60%	70%	70%	70%	- Quarterly Reports
G04/4 To reduce municipal expenditure and enhance revenue	Percentage reduction on overtime expenditure by 30 June 2024	Corporate Services	50%	25%	37%	50%	50%	- Quarterly expenditure reports
G04/5 To ensure that resolutions of the Council are implemented	Percentage of Council resolutions implemented by 30 June 2023	Corporate Services	95%	95%	95%	95%	95%	- Listing Council Resolutions - Resolutions Implementation Report

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4. Competencies

Competency	Definitions	Weighting
Leading Competencies (70%)		
Strategic Capability and Leadership	Must be able to provide vision, set the direction for the municipality and inspire others in order to deliver on the municipality's mandate	5%
People and Diversity Management	Must be able to manage and encourage people, optimize their outputs and effectively manage relationships in order to achieve the municipality's goals	5%
Programme and Project Management	Must be able to plan, manage, monitor and evaluate specific activities in order to ensure that policies are implemented and that Local Government objectives are achieved	10%
Financial Management	Must be able to know, understand and comply with the Municipal Finance Management Act No 56 of 2003	35%
Change Management	Must be able to initiate and support municipal transformation and change in order to successfully implement new initiatives and deliver on service delivery commitments	5%
Governance Leadership	Must be able to provide strategic direction, plans and policies, effective oversight, regulation, motivation, and partnerships that integrate all systems to achieve results.	5%
Communication	Must be able to exchange 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	5%
Core Competencies (30%)		
Moral Competence	Must be able to provide an environment in which principled behaviours are instilled and the ability to judge moral issues logically.	5%
Planning and Organising	Must be able to focus ideas, organise necessary resources and decide on what steps to take in order to achieve a particular goal.	10%
Analysis and Innovation	Must be able to systematically identify, analyse and resolve existing and anticipated problems while also be able to explore and implement new ways of delivering services in order to reach optimum solutions.	5%
Knowledge and Information Management	Must be able to promote the generation and sharing of knowledge and learning in order to enhance the collective knowledge of the municipality.	5%
Results and Quality Focus	Must be able to align the employee's key skills and setting plans for the delivery of certain results.	5%
Sectional Total:		100%

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5. Summary Scorecard

Key Performance Areas	IDP Objective		KPA Weighting (%)	Assessment Weighting	1 st Assessment	2 nd Assessment	Total Score
	Performance Areas						
Municipal Transformation and Organisational Development	To develop institutional capacity and improve effective management of resources		5%	80%			
Basic Service Deliver	To ensure long term planning and provision of sustainable services delivery and maintenance of infrastructure		10%				
LED	To encourage shared economic growth and development		5%				
Financial Viability	To ensure development of institutional capacity and efficient financial management geared towards efficient service delivery		70%				
Good Governance and Public Participation	To practice good governance and promote a culture of community participation in the affairs of the municipality		5%				
Spatial Planning and Rationale	To ensure integrated long term planning		5%				
Total			100%				
Core Competency Requirements				20%			

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6. Rating Scale

The assessment of the performance of the Employee will be based on the following rating scale for KPAs and CMCs:

5	4	3	2	1
Outstanding Performance	Performance Significantly Above Expectation	Fully Effective	Not Fully Effective	Unacceptable Performance
Performance far exceeding 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 KPA and Performance Plan and maintained this in all areas of responsibility throughout the year	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.	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.	Performance is below the standard required for the job in key areas. Performance meets some the standards expected for the job. The review/ assessment indicates that the employee has achieved below fully effective results against more than half of the key performance criteria and indicators as specified in the PA and Performance Plan.	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.

7. Performance Assessment Process

The following steps will be followed to ensure a fully participative and compliant performance assessment process is adhered to.

7.1. Performance Assessment:

- 7.1.1. Formal assessment between employee and employer will take place twice a year to measure the performance of the employee against the agreed performance targets for the half yearly and yearly reviews respectively.
- 7.1.2. Progress against the KPA's and Targets will be captured in preparation for the review.

- 7.1.3. Score of 1-5 will be calculated based upon the progress against targets.
- 7.1.4. KPI's and activities are audited and copied to the Performance Plans before assessment date.
- 7.1.5. The employer must keep a record of the mid-year review and annual assessment meetings.
- 7.1.6. The employee being assessed will compile a portfolio of evidence confirming the level of performance achieved for a given assessment period and made available to the Panel on request. One independent person may be assigned to act as an observer

7.2. The processes for determining employee rating

- 7.2.1. The employee to motivate for the higher ratings where applicable.
- 7.2.2. The panel to rate the achievement for the KPI's on a 5 point scale. Decimal places can be used.
- 7.2.3. The panel to rate the employee's core competency requirements (CCR) on the 5point scale. Decimal places can be used.
- 7.2.4. The panel scores are averaged to derive at a total score per KPI/Activity/CCR. Overall scores are calculated by taking weightings in to account where applicable.
- 7.2.5. The final KPI's rating will account for 80% of the final assessment total. The CCR's are to account for 20% of the final assessment total.
- 7.2.6. The 5 point rating scale referred to in regulation 805 correspond as follows:

Rating:	1	2	3	4	5
Score:	0-66	67-99	100-132	133-166	167

- 7.2.7. The assessment rating calculator is used to calculate the overall %score for performance.
- 7.2.8. The half-year review rating can be used in combination with the annual Performance Assessments to arrive at a final Annual rating score.
- 7.2.9. The performance bonus percentage described in the performance agreement will be calculated on a sliding scale of the all-inclusive remuneration package as indicated in the table below:



% Rating Over Performance	% Bonus
130-149%	5-9%
150% and above	10-14%

- 7.2.10. The personal development plan (PDP) can be reviewed after the performance review has been finalized in case more clarity has been established on what the essential development needs for the relevant person will be.
- 7.2.11. The results of the performance and development review (PDR) will be submitted to the performance Audit committee for approval of the assessment/s.
- 7.2.12. The performance assessment results of the municipal Manager will also be submitted to the MEC responsible for local government in the relevant province.

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8. Approval of the personal performance plan

The process followed ensures individual alignment to the strategic intent of the institution and give clear direction on what needs to be achieved through a self-directed approach to execute on the objectives, build sound relationships, develop human capital and to strengthen the organization through excellent performance. This plan has been derived from intense workshops to ensure integration, motivation and self-direction. The employer and employee both have responsibilities and accountabilities in getting value from this plan. Neither party can succeed without the support of the other.

<p>Undertaking of the employer /superior On behalf of my organization, I undertake to ensure that a work environment conducive for excellent employee performance is established and maintained, as such, I undertake to lead to the best of my ability, communicate comprehensively and empower managers and employees. Employees will have access to ongoing learning, will be coached, and will clearly understand what is expected of them. I herewith approve this performance plan.</p>	<p>Undertaking of the employee I herewith confirm that I understand the strategic importance of my position within the broader organization. I furthermore confirm that I understand the purpose of my position, as well as the criteria on which my performance will be evaluated twice annually. As such, I therefore commit to do my utmost to live up to the expectations and to serve the organization, my superiors, my colleagues and the community with loyalty, integrity and enthusiasm at all times. I hereby confirm and accept the conditions to this plan.</p>
<p>Signed and accepted by the Municipal Manager /Supervisor on behalf of Council:</p> <p style="text-align: center;"></p>	<p>Signed and accepted by the Employee:</p> <p style="text-align: center;"></p>
<p>Signature:</p> <p>Date: 06 July 23</p>	<p>Signature:</p> <p>Date: 23 July 23</p>

PERSONAL DEVELOPMENT PLAN (PDP)

Entered into by and between

THE MUNICIPAL MANAGER
MAQHAWWE KUNENE

AND

THE CHIEF FINANCIAL OFFICER
PHUMUZI JEREMIA NHLABATHI

Period: 1st of July 2023 to 30th of June 2024

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1. PERSONAL DEVELOPMENT PLAN

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 management, that is:-

- (a) Human resource development forms an integral part of human resource planning and management.
- (b) In order for 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 and career pathing.
- (c) To ensure necessary linkage with performance management, the performance management and development system provides for the Personal Development Plan of employees to be included in their annual performance agreements. Such approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives and that training and development needs can be identified through performance management and appraisals.
- (d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development, they can acquire necessary competencies to prepare them for future positions. A comprehensive competency framework and profile Municipal Managers are attached and these should be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.
- (e) Personal Development Plans are compiled for individual employees and the data collected from all employees in the municipality form the basis for prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all trainings and education activities in the municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.

1.3. The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs.

1.4. Compiling the Personal Development Plan attached as Appendixes provides for:-

- (a) Competency assessment instruments, which are dealt with more specifically in Appendix 1 and 2, should be established to assist with the objectives assessment of employees' actual competencies against their job specific competency profiles and managerial competencies at a given period | time with the purpose of identifying training needs or skills gaps.
- (b) The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his/her employee to compile a Personal Development Plan. The identified training needs should be entered into column 1 of Appendix 1, entitled Skills / Performance Gap. The following should be carefully determined during such processes:
 - (i) Organisational needs including the following:

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- Strategic development priorities and competency requirements in line with the municipality's strategic objectives.
 - The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
 - Specific competence gaps as identified during the probation period and performance appraisal of the employee.
- (ii) Individual training needs that are job / career related.
- (c) Next, the prioritization of the training needs should be listed since it may not be possible to address all identified training needs in specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritised for purposes of accommodating critical / strategic training and development needs in the HR Plan, Personal Development Plan and Workplace Skills Plan.
- (d) Consideration must then be given to the expected outcome to be listed in column 2 of Appendix 1, so that once the intervention is completed the impact it had can be measured against relevant output indicators.
- (e) An appropriate intervention should be identified to address training needs / skills gaps and the outcome to be achieved but with due regard to cost effectiveness. These should be listed in column 3 of Appendix 1 titled: Suggested Training / Development Activity Undertaken. It is important to determine through the training / Human Resource Development / Skills Development Unit within the municipality whether unit standards have been developed and registered with the South African Qualifications Authority that are in line with the skills gaps and expected outcomes identified. Unit standards usually have measurable assessment criteria to determine achieved competency.
- (f) Guidelines regarding the number of training days per employee and the nomination of employees should on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training intervention.
- (g) Column 4 of Appendix 1, the suggested mode of delivery refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity should impact on delivery back in the workplace. Mode of delivery consists of amongst others, self-study [The official takes upon him / her to read e.g. legislation; internal or external training provision; coaching and / or mentoring and exchange programmes, etc.
- (h) The suggested timeframes (column 5 of Appendix 1) enable managers to effectively plan for the year e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.
- (i) Work opportunities created to practice skills / development areas in column 6 of Appendix 1, further ensures internalization of information gained as well as return on investment (not just nice to have skill but a necessary to have skill that is used in the workplace).
- (j) The final column, column 7 of Appendix 1, provides the employee with a support person that could act as a coach or mentor with regard to the area of learning.

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PERSONAL DEVELOPMENT PLAN


Name of Employee: P J Nhlabathi

1. Skills / performance Gap (in order of priority)	2. Outcome Expected (measurable indicators: quantity, quality and timeframes)	3. Suggested training and / or Development activity	4. Suggested mode of Delivery	5. Suggested Timeframes	6. Work Opportunity created to practice skill / development area	7. Support Personnel
1. Supply Chain Management	Effective and efficient procurement of goods and services	Supply chain management Training	On Job training	01 August 2023- 30 June 2023		
2.						

Thus done and signed at Evunoko on this 06 day of July 2023


As witnesses:

1. 


Employee

As witnesses:

1. 


Supervisor/Municipal Manager

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