

# **PERFORMANCE AGREEMENT**

MADE AND ENTERED INTO BY AND BETWEEN:

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

**MAQHAWE KUNENE**

AND

**HILDA MAGANYA**

**THE EMPLOYEE OF THE MUNICIPALITY**

FOR THE

**FINANCIAL YEAR: 1 AUGUST 2022 - 31 OCTOBER 2022**

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## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

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

and

**Hilda Maganya**, 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 **01<sup>st</sup> of August 2022** and will remain in force until **31<sup>st</sup> of 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 review the provisions of this Agreement during June of 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 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.
- 4.2 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 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 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 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:

<b>Key Performance Areas (KPA's)</b>	<b>Weighting</b>
Basic Service Delivery	5%
Municipal Institutional Development and Transformation	5%
Local Economic Development (LED)	40%
Municipal Financial Viability and Management	5%
Good Governance and Public Participation	5%
Spatial Planning and Rationale	40%
<b>Total</b>	<b>100%</b>

- 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:

<b>COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>		
<b>LEADING COMPETENCIES</b>	√	<b>WEIGHT</b>
Strategic Direction and Leadership		10%
People Management		10%
Program and Project Management		10%
Financial Management		10%
Change Leadership		5%
Governance Leadership		10%
<b>CORE COMPETENCIES</b>		
Moral Competence		10%
Planning and Organising		10%
Analysis and Innovation		5%
Knowledge and Information Management		5%
Communication		5%
Results and Quality Focus		10%
Total percentage	-	<b>100%</b>

## 6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the Employee's performance; and
- 6.1.2 the intervals for the evaluation of the Employee's performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan 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:

<b>First quarter</b>	:	July – September 2022
<b>Second quarter</b>	:	October – December 2022
<b>Third quarter</b>	:	January – March 2023
<b>Fourth quarter</b>	:	April – June 2023

- 7.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

## 8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure 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.

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**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.

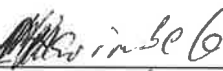

Thus done and signed at Ermebo.....on this the 29 day of August..... 2022

**AS WITNESSES:**

1.   
2. 

  
**EMPLOYEE**

**AS WITNESSES:**

1.   
2. 

  
**MUNICIPAL MANAGER**

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# Performance Plan

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## Msukaligwa Local Municipality

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**Name:** Maganya, Hilda  
**Position:** Acting Director Planning and Economic Development  
**Accountable to:** Municipal Manager  
**Plan Period:** 01 August 2022 – 31 October 2022

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## 1. Performance Plan Overview

### 1.1. Purpose

The performance plan defines the Council's expectations of the **Acting Director Planning and Economic Development'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 **Acting Director Planning and Economic Development'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 (KPA's) 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 and Rationale.

### 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

Ensuring a municipality with patriotic citizenry, improved economy and quality of life, well planned residential settlement and business establishments and accountable local government.

### Position Purpose

- 2.1.1. Stimulating local economy to promote economic growth, development and poverty alleviation;
- 2.1.2. Town planning and related activities compliant to legislation and applicable regulation;
- 2.1.3. Improving service standards through adopting ethos of good governance and measurable service delivery techniques;
- 2.1.4. Enhancing effectiveness and efficiency in the utility of available resources;
- 2.1.5. Working in partnership with all stakeholders to ensure high standards in service delivery is achieved; and
- 2.1.6. Setting realistic goals and working hard to achieve them.

## 3. Performance Scorecard

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

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No	Performance Objective	Key Performance Indicator	Department	Baseline 2021/2022	Quarterly Targets 2022-2023				Annual Target 2022/2023	Means of Verification
					Quarter 1	Quarter 2	Quarter 3	Quarter 4		
<b>Functional Area: Sustainable Human Settlement</b>										
103	To ensure that communities are settled on approved townships to access municipal services	Number of informal settlements formalized by 30 June 2023	Planning and Economic Development	New indicator	0	0	0	1	1	- Approved Layout Plan
105	To ensure continuous communication on development between the municipality and DHS is maintained	Number of quarterly meetings held with the Provincial Department of Human Settlement by June 2023	Planning and Economic Development	4 meetings held	1	1	1	1	4	- Minutes and attendance register of meetings
<b>Functional Area: Land Use Management</b>										
106	To ensure timeous processing of building plans	Percentage of compliant building plans processed within 60 days	Planning and Economic Development	100% compliant building plans processed within 60 days	100%	100%	100%	100%	100%	- Building plan register - Building plans and approval or disapproval letters
107	To ensure that inspections on buildings land use are done and contraventions notices are served	Number of building and land use contraventions issued quarterly	Planning and Economic Development	102 building and land use contraventions issued	25	25	25	25	100	- Listing of notices and notices served
108	To ensure timeous referral and processing of buildings land use contraventions	Percentage of building and land use contraventions referred to Legal section after 60 days (Within 90 days from date of first notice)	Planning and Economic Development	100% building and land use contraventions referred to Legal section	100%	100%	100%	100%	100%	- Listing of notices issued and notices issued - Memo to legal

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109	To ensure timely consideration of compliant Land Use and Land Development Applications	Percentage of compliant Land Use and Land Development Applications considered by the Land Development Officer within 30 days	Planning and Economic Development	100%	100%	100%	100%	100%	100%	100%	services - Listing of applications considered by LDO
110	To ensure Building Regulations and land use compliant structures and organized settlements	Percentage of SPLUMA compliant Certificates issued within 28 days	Planning and Economic Development	100%	100%	100%	100%	100%	100%	100%	- List of SPLUMA Applications received - SPLUMA Certificate and decline letters
111	To ensure that all land use building complaint are timeously investigated and addressed.	Percentage of land use and building complaints investigated within 14 days	Planning and Economic Development	100%	100%	100%	100%	100%	100%	100%	- List of land use and building complaints - Inspection report
<b>Functional Area: Human Resource Management and Development</b>											
007_4	To reduce municipal expenditure and enhance revenue	Percentage reduction on overtime expenditure by 30 June 2023	Planning and Economic Development	R 22 000 spent on overtime	12.5%	25%	37%	50%	50%	50%	- Quarterly expenditure reports
<b>Functional Area: Governance and Public Participation</b>											
A010	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 2023	Planning and Economic Development	12 risks action plans developed	60%	60%	70%	70%	70%	70%	- Quarterly Reports

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#### 4. Competencies

Competency	Definitions	Weighting
<b>Leading Competencies (70%)</b>		
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	10%
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	10%
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	10%
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.	10%
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%
<b>Core Competencies (30%)</b>		
Moral Competence	Must be able to provide an environment in which principled behaviours are instilled and the ability to judge moral issues logically.	10%
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.	10%
<b>Sectional Total:</b>		<b>100%</b>

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## 5. Summary Scorecard

Key Performance Areas	IDP Objective	KPA Weighting (%)	Assessment Weighting	1st Assessment	2nd Assessment	Total Score
	<b>Performance Areas</b>					
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	5%				
LED	To encourage shared economic growth and development	40%				
Financial Viability	To ensure development of institutional capacity and efficient financial management geared towards efficient service delivery	5%				
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	40%				
<b>Total</b>		<b>100%</b>				
<b>Core Competency Requirements</b>			<b>20%</b>			

## 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.

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- 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 prepared 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><b>Undertaking of the employer /superior</b></p> <p>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><b>Undertaking of the employee</b></p> <p>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><b>Signed and accepted by the Municipal Manager /Supervisor on behalf of Council:</b></p>	<p><b>Signed and accepted by the Employee:</b></p>
<p><b>Signature:</b> </p>	<p><b>Signature:</b> </p>
<p><b>Date:</b> 27/8/22</p>	<p><b>Date:</b> 29/08/2022</p>