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Witzenberg Municipality

PERFORMANCE AGREEMENT

Between

WITZENBERG MUNICIPALITY

("The Council")

Herein represented by the Acting Executive Mayor,
Clr Z Mdala,

And

Mr David Nasson,

("The Municipal Manager")

**Financial Year
2009/2010**

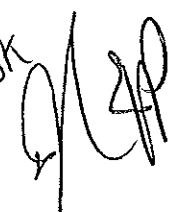
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1. RECORDAL

- 1.1. The Council and the Municipal Manager ("the parties") have entered into an Employment Contract ("the Employment Agreement").
- 1.2. The Employment Contract [read together with section 57 of the Local Government: Municipal Systems Act, 32 of 2000 ("the Systems Act")], provides for the parties to conclude a Performance Agreement by no later than 31 July of each year for the duration of the Employment Contract. Should the conclusion of the Performance Agreements not be completed by this date due to unforeseen circumstances, the parties may extend this date by mutual agreement.
- 1.3. The parties have taken into consideration the provisions of Chapter 6 of the Systems Act (sections 38 to 49) which deal with performance management, the Local Government: Municipal Planning and Performance Management Regulations, 2001 (published in Government Gazette No. 22602 of 24 August 2001), and the Local Government: Municipal Performance Management Regulations for Municipal Managers, 2006 (published in Government Gazette No 29089 of 1 August 2006).
- 1.4. The purpose of the Performance Agreement is to:
 - 1.4.1. 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;
 - 1.4.2. 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, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
 - 1.4.3. Specify accountabilities as set out in a performance scorecard, which forms an annexure to the performance agreement;
 - 1.4.4. Monitor and measure performance against set targeted outputs;
 - 1.4.5. Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
 - 1.4.6. In the event of outstanding performance, to appropriately reward the employee; and
 - 1.4.7. Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.
- 1.5. The parties wish to record the terms of the Performance Agreement as they hereby do.

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2. PERFORMANCE MANAGEMENT FRAMEWORK

2.1. It is recorded that –

2.1.1 The performance management framework utilized by the parties is a measurement tool for assessing an individual senior manager's contribution to his employer. It is the most significant component in the determination of the manager's performance bonus.

2.1.2 The basis for the measurement will be derived by the Acting Executive Mayor from the strategic priorities of Council, as depicted in its Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and any outcomes of strategic planning sessions of Council and the senior management team.

2.2 Annexed hereto marked "A" is the Performance Scorecard ("Plan") as agreed by the parties. It identifies the strategic aims, objectives, how the achievement of these objectives is to be measured, the proposed performance targets in respect of each objective, and the weighting, on a percentage basis, given to each strategic aim and/or objective. The Performance Scorecard consists of two key components:

2.2.1 Annexure A Part I: Functional Objectives in terms of the five national municipal Key Performance Areas (80% weighting);

2.2.2 Annexure B Part II: Core Competency Requirements which identify certain generic managerial competencies (20%); and


2.2.3 Annexure B: Personal Development Plan if required.

3. DURATION

3.1. The Performance Agreement must be entered into for each financial year of the municipality, or part thereof.

3.2. The Performance Agreement will be deemed to have commenced on 1 July 2009 ("the commencement date") and shall govern the performance of the Municipal Manager in the period from the commencement date until 30 June 2010.


3.3. Notwithstanding the provisions of clause 3.1, the parties shall nevertheless remain bound by the provisions of this Performance Agreement until the Municipal Manager has been paid his performance bonus in terms of clause 6.

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- 3.4. The Municipal Manager must be employed for at least four months of this evaluation period in order to be considered for the payment of a *pro rata* performance bonus in terms of this agreement.
- 3.5. The agreement will terminate on the termination of the employee's contract of employment.
- 3.6. If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must immediately be revised, by mutual agreement between the parties.

4. PERFORMANCE MANAGEMENT SYSTEM

- 4.1 The employee agrees to participate in the performance management system that the employer adopts or introduces for the municipality.
- 4.2 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.
- 4.3 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.
- 4.4 The employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (including special projects relevant to the employee's responsibilities) within the local government framework.
- 4.5 The criteria upon which the performance of the employee must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80: 20 allocated to the Key Performance Areas (KPA's) and the Core Competency Requirements (CCRs), respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPA's covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 4.6 The employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance scorecard which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

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5. PERFORMANCE OBJECTIVES

- 5.1 The performance scorecard sets out:
- (a) The performance objectives and targets that must be met by the employee; and
 - (b) The time frames within which those performance objectives and targets must be met.
- 5.2 The performance objectives and targets reflected in the performance scorecard 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 municipality, and shall include key objectives; key performance indicators; target dates and weightings.
- 5.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 5.4 The employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the employer's Integrated Development Plan.
- 5.5 The objectives set for the employee will be spread amongst the Key Performance Areas referred to in 4.5 to form 80% of the overall assessment. The content and weighting of these various objectives and the respective KPAs, as agreed between the employer and the employee, is documented in Appendix A (Part I). The 5 broad national KPA categories are:
- 5.5.1 Basic Service Delivery
 - 5.5.2 Municipal Institutional Development and Transformation
 - 5.5.3 Local Economic Development (LED)
 - 5.5.4 Municipal Financial Viability and Management
 - 5.5.5 Good Governance and Public Participation
- 5.6 The remaining 20% of the overall assessment will be comprised of the competencies of the Core Competency Requirements stipulated in section 26(8) of Regulation R805, *Local Government: Municipal Performance Management Regulations for Municipal Managers, 2006* (published in Government Gazette No 29089 of 1 August 2006, as agreed between the employer and employee and documented in Appendix A (Part II).

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6. REVIEW OF PERFORMANCE

- 6.1 The Acting Executive Mayor must initiate quarterly review and feedback sessions with the Municipal Manager during which progress on the objectives articulated in Appendix A will be reviewed and any potential obstacles to performance will be identified and corrective action agreed upon.
- 6.2 The performance of the employee in relation to his or her performance agreement must be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

Quarter	Period	Review Date
1 st quarter	July – September	October 2009
2 nd quarter	October – December	January 2010
3 rd quarter	January – March	April 2010
4 th quarter	April – June	July 2010

- 6.3 The outcomes of the review session shall be documented and distributed to the Municipal Manager after conclusion of the review session. This performance feedback must be based on the employer's assessment of the employee's performance, based on the objectives agreed upon and documented in Appendix A and B.
- 6.4 The employer must keep a record of the reviews and annual assessment meetings.
- 6.5 If the need arises during performance reviews to adapt performance indicators, objectives or targets due to unforeseen circumstances and/or operational requirements, then such changes will be by mutual agreement and will be reduced to writing in an appendix to this agreement within seven (7) days of such an agreement.
- 6.6 The employer may amend the provisions of the performance scorecard whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

7. ASSESSMENT PROCESS

- 7.1 As soon as possible after the conclusion of the financial year, but in any event by no later than 31 July, or by such later date as may be agreed by the parties in writing, the Acting Executive Mayor shall assess the performance and determine the score of the Municipal Manager in accordance with the assessment framework as set out in clause 2.1-2.2 above.

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- 7.2 The performance assessment will take place solely on the basis of the Performance Scorecard as described in 2.2 above.
- 7.3 The performance scorecard sets out –
- 7.3.1 The standards and procedures for evaluating the employee's performance; and
 - 7.3.2 The intervals for the evaluation of the employee's performance.
- 7.4 Despite the establishment of agreed intervals for evaluation, the employer may in addition review the employee's performance at any stage while the employment contract remains in force.
- 7.5 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 if so preferred.
- 7.6 The annual performance appraisal must involve:
- 7.6.1 Assessment of the achievement of results as outlined in the performance plan:
 - 7.6.1.1 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.
 - 7.6.1.2 An indicative rating on the five-point scale should be provided for each KPA.
 - 7.6.1.3 The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.
 - 7.6.2 Assessment of the CCRs:
 - 7.6.2.1 Each CCR should be assessed according to the extent to which the specified standards have been met.
 - 7.6.2.2 An indicative rating on the five-point scale should be provided for each CCR.

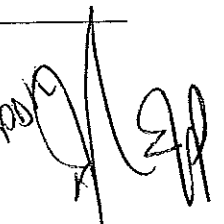
7.6.2.3 This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.

7.6.2.4 The applicable assessment-rating calculator must then be used to add the scores and calculate a final CCR score.

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

7.8 The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's:

Rating	Level	Description
5	Outstanding Performance	<ul style="list-style-type: none"> ➤ 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 scorecard and maintained this in all areas of responsibility throughout the year.
4	Performed significantly above expectations	<ul style="list-style-type: none"> ➤ 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	<ul style="list-style-type: none"> ➤ 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	Performance not fully effective	<ul style="list-style-type: none"> ➤ 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	<ul style="list-style-type: none"> ➤ Performance does not meet the standard expected for the job. ➤ The review/ assessment indicate 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.

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- 7.9 The outcome of the performance assessment will be documented in a report and the Acting Executive Mayor will provide feedback to the Municipal Manager within 10 working days after the assessment.
- 7.10 The Municipal Manager shall be given the opportunity to respond to the report in writing within 5 working days after receipt of the report.
- 7.11 Should the Acting Executive Mayor cease to hold this office of Council during the assessment period, the parties hereby agree that an interim assessment will take place at least 5 working days prior to the Acting Executive Mayor leaving this position. The parties hereby agree further that this assessment will carry a pro-rata weight in the annual assessment of the Municipal Manager, and that this specific provision will only be negated with the explicit consent of both parties.

8. THE ASSESSMENT PANEL

- 8.1 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established –
- 8.1.1 Acting Executive Mayor;
- 8.1.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 8.1.3 Member of the Mayoral Committee;
- 8.1.4 Mayor and/or Municipal Manager from another municipality;
- 8.1.5 Member of a ward committee as nominated by the Acting Executive Mayor; and
- 8.1.6 A Performance Management specialist appointed by the Acting Executive Mayor to assist with the process.
- 8.2 The manager responsible for human resources of the municipality must provide secretariat services to the assessment panel.

9. DEVELOPMENTAL REQUIREMENTS

- 9.1 A personal development plan (PDP) for addressing developmental gaps must form part of the performance agreement.
- 9.2 Any developmental gaps, initiatives and/ or remedial actions identified at any time during the duration of this agreement, including during performance review sessions, will be documented on the Personal Development Plan attached as "Appendix C" hereto.

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10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer must:


- 10.1.1 Create an enabling environment to facilitate effective performance by the employee;
- 10.1.2 Provide access to skills development and capacity building opportunities;
- 10.1.3 Work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- 10.1.4 On the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- 10.1.5 Make available to the employee such resources as the employee may reasonably require from time to time assisting him or she to meet the performance objectives and targets established in terms of the agreement.

11. CONSULTATION

11.1 The Employer agrees to consult the employee timeously where the exercising of the powers will have, amongst others:

- a. A direct effect on the performance of any of the employee's functions;
- b. Commit the employee to implement or to give effect to a decision made by the employer; and
- c. A substantial financial effect on the employer.

11.2 The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 above as soon as is practicable to enable the employee to take any necessary action without delay.

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12. MANAGING OF ASSESSMENT OUTCOMES

12.1 Rewarding Performance

- 12.1.1 The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.1.2 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator on the following basis:

Assessment Score	Percentage (%)	Bonus %
130	65.0	5
135	67.5	6
140	70.0	7
145	72.5	8
149	74.5	9
150	75.0	10
154	77.0	11
158	79.0	12
162	81.0	13
166	83.0	14

12.2 Handling Poor Performance.

- 12.2.1 In the case of unacceptable performance, the employer shall
 - (a) Provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
 - (b) If after appropriate performance counselling and guidance and/or support and reasonable time for improvement in performance, the performance does not improve, the employer may consider steps to terminate the employment of the employee on grounds of incapacity to carry out his or her duties.
- 12.2.2 Where the Acting Executive Mayor is, at any time during the Municipal Manager's employment, not satisfied with the Municipal Manager's performance with respect to any matter dealt with in this Agreement, the Acting Executive Mayor will define the nature of the performance problem and give

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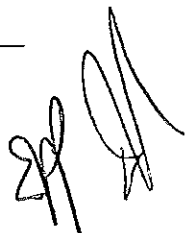
notice to the Municipal Manager to attend a meeting to discuss the performance.

- 12.2.3 During this meeting, the areas of concern will be pointed out by the Acting Executive Mayor and agreement will be reached on the remedies to be taken to address the noted areas of concern. The areas of concern and the remedies agreed will be documented for record purposes on the Personal Development Plan attached as Appendix C.
- 12.2.4 Over and above the ad hoc discussions provided for in 12.2.2 above, the Review Process set out in clause 6 will be utilised to identify and address any performance problems noted.
- 12.2.5 If at any stage thereafter the Acting Executive Mayor holds the view that the performance of the Municipal Manager is not satisfactory, the Municipality will, subject to compliance with applicable labour legislation, be entitled by notice in writing to terminate the Municipal Manager's employment in accordance with the employment contract of the Municipal Manager.

13. DISPUTE RESOLUTION

- 13.1 Any disputes about the nature and content of the employee's performance agreement, must be mediated by:
- 13.1.1 In the case of the Municipal Manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and
- 13.1.2 In the case of managers directly accountable to the Municipal Manager, the Executive Mayor within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.
- 13.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by:
- 13.2.1 In the case of the Municipal Manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and
- 13.2.2 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

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panel provided for in sub-regulation 27(4)(e), within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

13.3 The provisions of this clause shall not derogate whatsoever from the rights of the Council in terms of the Employment Contract.

14. ALIGNMENT WITH MUNICIPAL PERFORMANCE MANAGEMENT REGULATIONS

14.1 The parties agree that the abovementioned regulations were used as a guideline in drafting this agreement, and at the time of conclusion of this agreement certain aspects prescribed in the regulations require further clarification from the MEC for Local Government and/ or the National Department of Local Government.


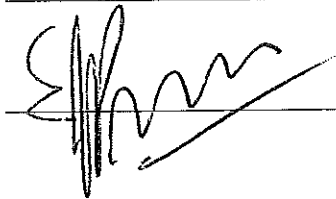
14.2 In the absence of clarity on the interpretation of any prescriptions of this agreement, the parties agree that any deviations from the agreement in this regard will be by mutual consent and with the approval of the municipal Council or a delegated authority of Council.

15. PROVISIONS OF THE EMPLOYMENT CONTRACT

The provisions of the Employment Contract *mutatis mutandis* apply to this Performance Agreement as if specifically incorporated herein.

Signed at Ceres on this the 05 day of August 2009.

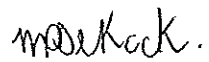
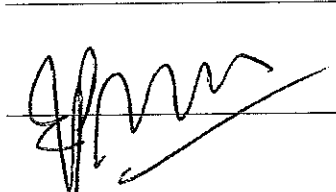
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Mr Z Maala
Acting Executive Mayor

Signed at Ceres on this the 05 day of August 2009.

AS WITNESSES:

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Mr D Nasson
Municipal Manager

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Appendix A: Performance Scorecard (1 July 2009 – 30 June 2010) Municipal Manager: Mr D Nasson

Evaluation Component	Weight	Score
PART I: NATIONAL KEY PERFORMANCE AREAS (80%)		
KPA A: Basic Service Delivery	20	
KPA B: Good Governance & Public Participation	35	
KPA C: Municipal Financial Viability & Management	15	
KPA D: Municipal Institutional Development & Transformation	20	
KPA E: Local Economic Development	10	
TOTAL	100	
PART II: CORE COMPETENCY REQUIREMENTS (20%)		
CCR 1: Strategic Capability & Leadership	20	
CCR 2: Financial Management	20	
CCR 3: People Management & Empowerment	20	
CCR 4: Client Orientation & Customer Focus (Good Housekeeping)	20	
CCR 5: Performance Management and Reporting	20	
TOTAL	100	

Part A - Performance Grid – Municipal Manager: Mr D Nasson
Weighting 80%

Action Program/ Priority/ KPA	Deliverable/ Objective	Key Performance Indicators	Performance Targets			Weight
			Average Contribution	Above Average Contribution	Outstanding Contribution	
(A) Municipal Key Performance Area: Service Delivery and Infrastructure Development (25%)						
A1. Strategic Management Process: Review and approval of Integrated Development Plan as part of a comprehensive strategic planning process and cycle (2009/10)	Establish a strategic management process that will produce a set of IDP products formally adopted by Council	<ul style="list-style-type: none"> ❖ Development of an annual strategic planning cycle to ensure strategic planning inputs to IDP ❖ Active engagement of Mayor in strategic planning ❖ Stakeholder inputs incorporated into reviewed IDP ❖ Comprehensive IDP document approved ❖ Executive Summary drafted ❖ Workshop key IDP components with Mayco 	<ul style="list-style-type: none"> ❖ Complete IDP Planning process established by 30 September 2009 ❖ Review IDP document completed by 30 May 2010. ❖ A focused strategic planning process as an input by politicians and management into the strategic planning process. 	<ul style="list-style-type: none"> ❖ Complete IDP Planning process by 10 September 2009 ❖ One Strategic Planning Workshop with SMT and Mayco completed by 30 October 2009. ❖ Situational Analyses completed by December 2009 ❖ Reviewed IDP document completed by 30 April 2010 ❖ Strategic planning inputs of Mayco accommodated in the budget and IDP. 	<ul style="list-style-type: none"> ❖ Process Plan Submitted to MAYCO AND Available for Council decision, 30 October 2009. ❖ Complete IDP Planning process by 10 September 2009 ❖ Full IDP package and products in place by 30 June 2010 ❖ Comprehensive IDP Report formally adopted by Council by 30 June 2010 ❖ Strategic Planning Process and cycle established and adopted by leadership for the next financial year. ❖ Mayco Strategic 	10

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Action Program/ Priority / KPA	Deliverable/ Objective	Key Performance Indicators	Performance Targets			Weight
			Average Contribution	Above Average Contribution	Outstanding Contribution	
A2. Optimisation of the municipal service delivery model.	To establish a decentralised service delivery model that will ensure a better service in the constituent towns of the municipality	<ul style="list-style-type: none"> ❖ Area management established through weekly deployment of Directors to outlying areas. ❖ Directors empowered to check and control service quality by centralised directorates and report directly to the municipal manager on deviations. ❖ Establishment of effective and friendly customer care behaviour, systems and opportunities in towns. ❖ Area service delivery protocol established 	<ul style="list-style-type: none"> ❖ Re-establishment of area management through written instructions and delegations to Directors. ❖ Write up a protocol to ensure positive working relationship between line management and deployed directors. 	<ul style="list-style-type: none"> ❖ Decentralised service delivery protocol drafted and circulated to all parties by March 2010. ❖ Evidence provided of efficient recording and reaction to complaints including the establishment of a complaints office/channel/control and feedback approach to public complaints and requests in towns. ❖ Monthly reporting to mm by deployed directors on time spent in outlying areas and issues resolved on the state of efficiency of service delivery in towns. ❖ Media Advertisement of area management initiative and 	<ul style="list-style-type: none"> ❖ Decentralised service delivery protocol adopted and implemented by 31 May 2010. ❖ Evidence provided by mm that area management is no longer dominated by the silo effect of directorates. ❖ Evidence provided of successful complaints management system. ❖ Evidence provided of increasing customer satisfaction. ❖ Report back on the state of service delivery in outlying 	10

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Action Program/ Priority/ KPA	Deliverable/ Objective	Key Performance Indicators	Performance Targets			Weight
			Average Contribution	Above Average Contribution	Outstanding Contribution	
				invitation to engage with deployed directors placed every quarter.	towns established. ❖ Media advertisement and other means of communication of area management initiative and invitation to engage with deployed directors placed monthly.	
(B) Municipal Key Performance Area: Good Governance and Public Participation (35%)						
B1. Performance Management of S.56 Directors	Performance Agreements concluded with all directors and performance reviewed and assessed.	<ul style="list-style-type: none"> ❖ Performance agreements in place for all Directors ❖ Quarterly reviews conducted and reports submitted ❖ Performance assessments of Directors concluded ❖ Assessment report submitted to Executive Mayor ❖ Monthly one-on-one meetings with Directors. 	<ul style="list-style-type: none"> ❖ Evidence provide that performance assessment backlog on 2008/9 was eradicated. ❖ Evidence that 2009/10 PMS agreements are completed. ❖ At least 1 review to take place during first quarter of 2009/10 	<ul style="list-style-type: none"> ❖ Assessment of all directors finalized by 30 July 2009 ❖ Report submitted to Mayco within required timeframe. ❖ Scorecards utilized as effective management and monitoring tool with monthly 1-on-1 meetings with directors ❖ Develop performance evaluation process 	<ul style="list-style-type: none"> ❖ Significant impact experienced as a result of management of director's scorecards for interim period (Perceptions of Executive Mayor & Portfolio Chairs/ Mayco to be solicited) ❖ PMS Agreements and Assessment completed for next level of managers 	5

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Action Program/ Priority / KPA	Deliverable/ Objective	Key Performance Indicators	Performance Targets			Weight
			Average Contribution	Above Average Contribution	Outstanding Contribution	
B2. Performance Management	Design and implement an effective Performance Management policy framework	<ul style="list-style-type: none"> ❖ PMS Framework approved and adopted by Council ❖ Integrated PMS Scorecard adopted by Council. 	<ul style="list-style-type: none"> ❖ First draft completed by 30 November 2009 and inputs solicited from top management team 	<ul style="list-style-type: none"> ❖ First draft work shopped by 28 February with MAYCO 	<ul style="list-style-type: none"> ❖ Final draft completed by 30 June 2010 and work shopped with MAYCO ❖ Corporate Scorecard for 2009/2010 adopted by Council by 30 June 2010 	5
B3. Promote and confirm the integrity of the municipality.	To take independent decisive action on allegations of corruption and/or inefficiency of management and political leadership	<ul style="list-style-type: none"> ❖ Allegations of corruption and or inefficiency solicited and documented for investigation and or disciplinary action. ❖ Disciplinary Actions taken against guilty parties. ❖ Cases reported to the public protector, police or auditor general. ❖ Meet with all staff and inculcate message of clean, corruption free 	<ul style="list-style-type: none"> ❖ Investigate and report on the most efficient and effective method of managing internal and external auditing from the MM's office. ❖ List of alleged illegal transactions (if any) available noting the alleged parties or structures involved. 	<ul style="list-style-type: none"> ❖ Investigation completed and report submitted to Mayo. ❖ Re-enforcement of anti-corruption policy through specific actions confirmed. ❖ Investigate all allegations of irregular appointments, land 	<ul style="list-style-type: none"> ❖ Internal and External audit recommendations implemented by 31 March 2010 ❖ Anti-corruption policy and Behaviour Code advanced in the organisation through at least one mass meeting. 	10

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Action Program/ Priority/ KPA	Deliverable/ Objective	Key Performance Indicators	Performance Targets			Weight
			Average Contribution	Above Average Contribution	Outstanding Contribution	
B4. Approval and Submission of Annual Report	Submission of Annual Report as required by MFMA	<ul style="list-style-type: none"> ❖ Inputs solicited from Directors ❖ Annual Report submitted to Council ❖ Annual Report submitted to DPLG, PGWC and NT as required by regulations 	<ul style="list-style-type: none"> ❖ List of illegal or irregular appointments (if any) or reappointments reported/identified, citing the alleged parties, individuals or structures involved. 	<ul style="list-style-type: none"> ❖ transactions and reappointments or irregular disciplinary actions. ❖ Reports available. ❖ All staff spoken to about corruption 	<ul style="list-style-type: none"> ❖ Decisive disciplinary action taken against staff or politicians/parties involved in deviant behaviour in all matters reported. ❖ Restitution of damage where individuals were disadvantaged by deviant behaviour ❖ Recovery of fruitless and/or unauthorised expenditure in all cases. ❖ All staff addressed at least twice. 	5
B5. Communication	Ensure effective and timely communications of relevant information	<ul style="list-style-type: none"> ❖ Newsletters or press reports ❖ Feedback to stakeholders on the achievement of targets set out in IDP. ❖ Communication Strategy in place. ❖ Staff newsletter introduced. ❖ Council newsletter launched ❖ Review of IT policy, web site, 	<ul style="list-style-type: none"> ❖ Reaction time to Correspondence of the Municipality set and enforced ❖ First Communication Draft Plan work shopped with MAYCO by 31 May 2010 	<ul style="list-style-type: none"> ❖ Revisit Telephone and IT policy ❖ Update website and ensure accessibility ❖ Two Council newsletters published. ❖ Two staff newsletters 	<ul style="list-style-type: none"> ❖ Plan submitted to Council for approval by 30 June 2010. ❖ Two Council and three staff newsletters released. ❖ Telephone cost- 	5

Witzenberg Municipality

Action Program/ Priority/ KPA	Deliverable/ Objective	Key Performance Indicators	Performance Targets			Weight
			Average Contribution	Above Average Contribution	Outstanding Contribution	
B6. Customer Care	To establish an effective customer care service	❖ Focus actively on meeting customer needs in a timely and appropriate manner Telephone costs and efficiency.	❖ Frontline staff training needs and training group identified and defined. ❖ A reduction in municipal telephone costs (cell phones and landlines). ❖ More effective management of municipal vehicle fleet. ❖ Faster response to letters, e-mails and faxes	❖ All frontline staff and telephone receptionists scheduled for training in customer care and telephone etiquette. ❖ Customer Care Policy developed	❖ Draft Customer Care Policy adopted by MAYCO ❖ 80% of frontline staff trained in customer care. ❖ Draft Policy available for submission	5
(C) Municipal Key Performance Area: Financial Viability and Efficient Financial Management (15%)						
C1. Drafting and Approval of 2009/10 Budget and SDBIP	The Strategic Plan of the Council resourced in accordance with MFMA guidelines	❖ Inputs provided into budget and SDBIP by Mayco and SWT ❖ Budget and SDBIP approved by Council	❖ Draft budget presented to Mayco and Council by 30 March 2009	❖ Budget approved by Council within statutory timeframe of 31 May 2010 ❖ SDBIP submitted to Executive Mayor within 14 days of approval of budget	❖ SDBIP approved by Executive Mayor during same time as budget	10

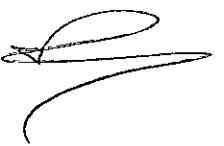
Witzenberg Municipality

Action Program/ Priority/ KPA	Deliverable/ Objective	Key/ Performance Indicators	Performance Targets			Weight
			Average Contribution	Above Average Contribution	Outstanding Contribution	
C2. Execution of Role as Accounting Officer	Improve financial management of the Municipality via compliance with financial legislation	<ul style="list-style-type: none"> ❖ Executive Mayor advised of MFMA responsibilities ❖ Reports submitted to Council on a regular basis ❖ Key Senior Managers and Councilors trained on MFMA ❖ Regular monitoring of expenditure of budget ❖ Regular monitoring of overtime on a formal basis. ❖ Section 71 reports submitted. ❖ Administration of leave assessed and corrected. 	<ul style="list-style-type: none"> ❖ Financial reports submitted to Executive Mayor timeously ❖ CAPEX and OPEX monitored on a continuous basis ❖ Potential problem areas identified and addressed ❖ Leave administration risks assessed and report available. 	<ul style="list-style-type: none"> ❖ Mid-year budget and performance report submitted to Executive Mayor in terms of MFMA s.72 ❖ Website information compliant with MFMA s.75 ❖ Oversight Report drafted by 31 March ❖ Staff informed of leave administration procedures and the sanctions for deviation from procedure. 	<ul style="list-style-type: none"> ❖ Municipality 80% compliant with MFMA ❖ Oversight Report submitted to Council by 31 March 2010 	5
(D) Municipal Key Performance Area: Municipal Transformation and Institutional Development (15%)						
D1. Review of organizational structure in alignment with corporate strategy	To ensure that organisational resources are optimally deployed to fulfill strategic mandate	<ul style="list-style-type: none"> ❖ Background document and criteria provided to directors ❖ Macro organisation adopted ❖ Micro-structure review reports received from Directors ❖ Consultative meetings held with unions and senior management ❖ Report submitted to Council 	<ul style="list-style-type: none"> ❖ Organizational review workshops facilitated with Senior Management. ❖ Directors submit directorate reviews in terms of guidelines by 31 May 2010 ❖ Macro organisation 	<ul style="list-style-type: none"> ❖ Director's micro organisation structures received from Directors after consultation with unions as per directorate reviews in terms of guidelines by 30 June 2010. 	<ul style="list-style-type: none"> ❖ Macro Report adopted by Mayo by 30 June 2010 ❖ Micro Organisation signed off by MM by 31 May 2010. 	15

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Action Program/ Priority/ KPA	Deliverable/ Objective	Key Performance Indicators	Performance Targets			Weight
			Average Contribution	Above Average Contribution	Outstanding Contribution	
D2. Policy Audit	To ensure that Council's developmental and delivery objectives are supported by formal, updated and relevant policies and guidelines	<ul style="list-style-type: none"> ❖ Policy audit completed for all directorates by 30 April 2009 ❖ Implementation Plan for development/updating of priority policies submitted to Mayco ❖ 2009/10 Budget reflects resources allocated to addressing priority policy areas 	<ul style="list-style-type: none"> ❖ Policy audit initiated for all directorates by 30 September 2009 	<ul style="list-style-type: none"> ❖ Policy audit completed for all directorates by 30 Sept 2009 ❖ Implementation Plan for development/ updating of priority policies submitted to Mayco by 31 January 2010 	<ul style="list-style-type: none"> ❖ Three key policies approved by Council by 30 Jun 2010 	5

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Action Program/ Priority/ KPA	Deliverable/ Objective	Key Performance Indicators	Performance Targets			Weight
			Average Contribution	Above Average Contribution	Outstanding Contribution	
(E) Municipal Key Performance Area: Economic Development & Sustainable Growth (10%)						
E1. Formulate a Local Economic Development (LED) Plan for the Municipality	For Council to approve a reviewed effective LED Strategy for Witzenberg Municipality	<ul style="list-style-type: none"> ❖ Submit a Service Level Agreement with Tourism Bureau to MM ❖ Arrangement of a Indaba regarding LED ❖ Draft LED Plan developed with Mayco and Senior Management Team ❖ Strategic framework submitted to Mayco. ❖ Role and Function Clarification at management and political leadership level. ❖ Liaison with WESGRO ❖ Liaison with District Municipality ❖ LED Summit before October 2009 - review of LED Before end of December 2009 	<ul style="list-style-type: none"> ❖ Submit a Service Level Agreement between Tourism Bureau and Municipality to MM by 28 February 2010. ❖ Present document on Clarification with regard to confusion of roles and responsibilities regarding LED. ❖ Arrangement of LED Indaba by 31 March 2010 ❖ Drafted LED Plan be developed and presented to MM by 30 April 2010 	<ul style="list-style-type: none"> ❖ Establishment of a high level Advisory Forum on primary LED projects. ❖ Draft work shopped with Mayco and Senior Management Team by 31 May 2010 	<ul style="list-style-type: none"> ❖ Draft Plan submitted to Council for approval by 31 May 2010 ❖ Two innovative LED initiatives submitted to Council for consideration. 	5

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Action Program/ Priority// KPA	Deliverable/ Objective	Key Performance Indicators	Performance Targets			Weight
			Average Contribution	Above Average Contribution	Outstanding Contribution	
E2. Ensure the development and implementation of an SME Plan for the Municipality	To ensure that new and emerging entrepreneurs are successfully promoted	<ul style="list-style-type: none"> ❖ Analyse and measure the current level of appointment of SME's by Municipality ❖ Draft SME Plan SME Plan Work shopped with stakeholders ❖ SME Plan work shopped with Mayco and Senior Management Team ❖ SME Plan submitted to Council 	<ul style="list-style-type: none"> ❖ Draft SME Plan developed and presented to MM by 30 April 2010 	<ul style="list-style-type: none"> ❖ Draft submitted to Mayco and Senior Management Team by 31 May 2010 	<ul style="list-style-type: none"> ❖ Draft Plan submitted to Council for approval by 30 June 2010 	5
Witzenberg Municipality						

Appendix A: Part 11: Core Competency Performance Scorecard (1 July 2009 - June 2010)

Municipal Manager: Mr D Nasson
Appendix A/Part 11 : Core Competency Requirements (20%)

CCR	Objective	Key Performance Indicators	Weight	Rating	Score
1. Strategic capability & leadership	Determines and articulates the vision, sets the direction for the Municipality and inspires staff to achieve council's objectives	<ul style="list-style-type: none"> ❖ Gives direction to team in realising the organisation's strategic objectives ❖ Creates and secures commitment to a clear vision ❖ Develops detailed action plans(Business plans) to execute strategic initiatives ❖ Builds and supports a high-performance team. ❖ Regular, well managed team meetings. ❖ Inspires staff with own behaviour – "walks the talk" ❖ Is visible, approachable and earns respect ❖ Manages and calculates risks ❖ Acts decisively having assessed the risks ❖ Communicates strategic plan to the Directors. ❖ Bi-weekly strategic sessions with Executive Mayor ❖ Inspires and shows loyalty to the organization. ❖ Identifies priorities in conjunction with Executive Mayor 	20		
2. Finance Management	The effective and optimal use of business and financial skills.	<ul style="list-style-type: none"> ❖ Sets strategic direction in the allocation of funds. ❖ Demonstrates knowledge of financial planning, budgeting and forecasting. ❖ Manages and monitors financial risk; ❖ Looks for new opportunities to obtain and save funds; ❖ Prepares financial reports and guidelines based on prescribed format; ❖ Understands and weighs up financial implications of proposals ❖ Understands, analyses and monitors financial reports; ❖ Aligns expenditure to cash flow projections; ❖ Ensures effective utilisation of financial resources; ❖ Develops corrective measures/actions to ensure alignment of budget to financial resources ❖ Prepares own budget in line with the strategic objectives of the organisation. ❖ Ensures that value for money service is provided. ❖ Ensures that Council's resources are used effectively. 	20		

Witzenberg Municipality



CCR	Objective	Key Performance Indicators	Weight	Rating	Score
3. People Management and Empowerment	Manages and encourages staff to optimise their performance.	<ul style="list-style-type: none"> ❖ Seeks opportunities to increase personal contribution and level of responsibility; ❖ Supports and respects the individuality of staff; ❖ Recognises the benefits of diversity of ideas and approaches; ❖ Delegates and empowers others to increase contribution and level of responsibility; ❖ Facilitates team goal-setting and problem-solving; ❖ Provides regular feedbacks to staff. ❖ Deals with labour matters; ❖ Code of Conduct circulated to all staff. ❖ Displays personal interest in the well-being of colleagues; ❖ Able to manage own time as well as time of colleagues and other stakeholders; and ❖ Manages conflict through a participatory/transparent approach. ❖ Facilitates the empowerment of women. ❖ Ensures that EF-policy is applied. 	20		
4. Client Orientation, Customer Focus and Good Housekeeping	Understands customer needs and actively focuses on meeting and exceeding the needs in a timely and appropriate manner	<ul style="list-style-type: none"> ❖ Letters acknowledged one week, full reply two weeks ❖ All motor vehicle usage managed and controlled. ❖ Ensures professional and courteous service; ❖ Takes personal responsibility for providing excellent service quality; ❖ Makes clients and their needs a primary focus of actions; ❖ Corrects problems promptly, without being defensive; ❖ Supports others to take personal responsibility to deliver excellent customer service; ❖ Defines a client service vision and how it strategically fits within the organisation; ❖ All staff aware of Batho Pele principles. ❖ Demonstrates personal commitment to the client service vision through own actions and attitudes ❖ Sets the climate and creates a culture to attain client focused outcomes, (i.e. performance management, resource allocation etc.) ❖ Sets clear objectives for reports and agree on expected standards ❖ Regular 1-on-1 meetings held with direct reports to monitor performance ❖ Input provided to SDBIP reports and SDBIP utilised as monitoring tool ❖ Service delivery challenges identified and addressed through reporting systems and mechanisms ❖ Interpret business information intelligently and translate it into appropriate actions or objectives 	20		
5. Performance Management & Reporting	To inculcate a performance culture within the directorate.		20		

MUNICIPAL MANAGER: _____



DATE: _____

EXECUTIVE MAYOR : _____

DATE: _____