



**Witzenberg Municipality**

## PERFORMANCE AGREEMENT

Between

**WITZENBERG MUNICIPALITY**

("The Council")

Herein represented by the Municipal Manager,  
**Mr D Nasson,**

And

**Mr M Mpeluza**

("The Director: Corporate Services")

**Financial Year  
2009/2010**

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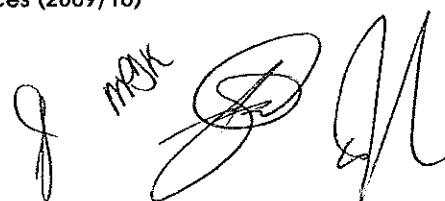
## ANNEXURES

<i>Appendix A:</i>	<i>Part I: Functional KPA Objectives</i>	A-1
	<i>Part II: Core Competency Requirements (CCRs)</i>	
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## 1. RECORDAL

- 1.1. The Municipal Manager and the Director ("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 within 90 days after appointment and after that 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 plan, 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.

## 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.

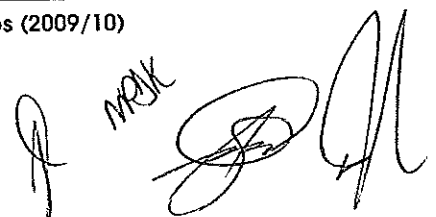
2.1.2 The basis for the measurement will be derived by the Executive Mayor from the strategic priorities of Council, as depicted in its Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and any outcomes of strategic planning sessions of Council and the senior 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 may consists of two key components:

- 2.3 2.3.1 Annexure A: Part 1: Functional Objectives in terms of the five national municipal Key Performance Areas (80% weighting) and Annexure A: Part 11: Core Competency Requirements which identify certain generic managerial competencies (20%).  
2.3.2 Annexure B: Personal Development Plan if required.

## 3. DURATION

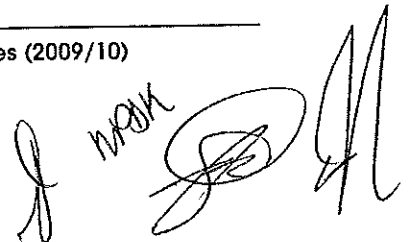
- 3.1. The Performance Agreement must be entered into for each financial year of the municipality, or part thereof.
- 3.2. The Performance Agreement will be deemed to have commenced on 1 October 2009 ("the commencement date") and shall govern the performance of the Director in the period from the commencement 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 employee has been paid his performance bonus in terms of clause 6 if allowed within the law and/or agreement.



- 3.4. The Director 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 may be revised by mutual agreement between the parties.

#### 4. PERFORMANCE MANAGEMENT SYSTEM

- 4.1 The employee agrees to participate in the performance management framework or 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 plan which are linked to the KPA's, which

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constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.



*Monwabisi Mpeluza*  
*[Handwritten signatures]*

## 5. PERFORMANCE OBJECTIVES

- 5.1 The performance plan 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 plan 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. 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 11.

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## 6. REVIEW OF PERFORMANCE

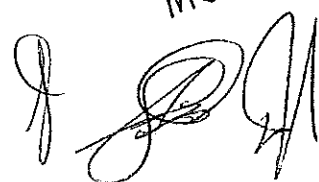
- 6.1 The Municipal Manager must initiate quarterly review and feedback sessions with the Municipal Manager during which progress on the objectives articulated in Appendix A will be reviewed and any potential obstacles to performance will be identified and corrective action agreed upon.
- 6.2 The performance 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 third quarter may be verbal if performance is satisfactory:

Quarter	Period	Review Date
1 <sup>st</sup> quarter	July - September	N/A
2 <sup>nd</sup> quarter	October - December	January 2010
3 <sup>rd</sup> quarter	January - March	April 2010
4 <sup>th</sup> quarter	April - June	July 2010


- 6.3 The outcomes of the review session shall be documented and distributed to the employee 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.
- 6.4 The employer must keep a record of the reviews and annual assessment meetings according to the regulations.
- 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 plan 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 2009, or by such later date as may be agreed by the parties in writing, the Municipal Manager shall assess the

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- performance and determine the score of the Director in accordance with the assessment framework as set out in clause 2.1-2.2 above.
- 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 plan 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.

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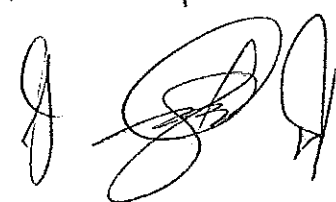
7.6.2.3 This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.

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	<b>Outstanding Performance</b>	<ul style="list-style-type: none"> <li>➤ Performance far exceeds the standard expected of an employee at this level.</li> <li>➤ 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.</li> </ul>
4	<b>Performed significantly above expectations</b>	<ul style="list-style-type: none"> <li>➤ Performance is significantly higher than the standard expected in the job.</li> <li>➤ 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.</li> </ul>
3	<b>Fully effective</b>	<ul style="list-style-type: none"> <li>➤ Performance fully meets the standards expected in all areas of the job.</li> <li>➤ 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</li> </ul>
2	<b>Performance not fully effective</b>	<ul style="list-style-type: none"> <li>➤ Performance is below the standard required for the job in key areas.</li> <li>➤ Performance meets some of the standards expected for the job.</li> <li>➤ 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</li> </ul>
1	<b>Unacceptable performance</b>	<ul style="list-style-type: none"> <li>➤ Performance does not meet the standard expected for the job.</li> <li>➤ 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.</li> <li>➤ 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.</li> </ul>

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- 7.9 The outcome of the performance assessment will be documented in a review report and the Municipal Manager will provide feedback to the Director within 10 working days after the assessment.
- 7.10 The Director shall be given the opportunity to respond to the report in writing within 10 working days after receipt of the report.
- 7.11 Should the Municipal Manager cease to hold this office during the assessment period, the parties hereby agree that an interim assessment will take place at least 5 working days prior to the Municipal Manager 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.

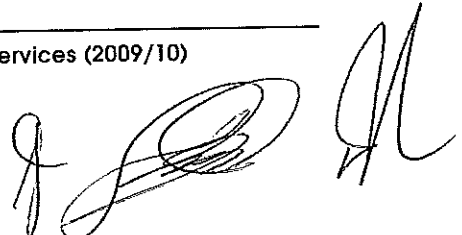
## 8. THE ASSESSMENT PANEL

- 8.1 For purposes of evaluating the annual performance of the Director, an evaluation panel constituted of the following persons must be established –
- 8.1.1 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 Executive Mayor; and
  - 8.1.6 A Performance Management specialist appointed by the Municipal Manager 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 may 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, may be documented on the PDP which may be attached as "Annexure B" hereto.

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## 10. OBLIGATIONS OF THE EMPLOYER

### 10.1 The Employer must

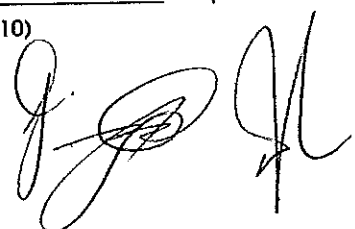
- 10.1.1 create an enabling environment to facilitate effective performance by the employee;
- 10.1.2 provide access to skills development and capacity building opportunities;
- 10.1.3 work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on 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 assessment-rating calculator on the following basis (Assessment score included as an example only):

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
- Provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
  - 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 Municipal Manager is, at any time during the Director's employment, not satisfied with the Director's performance with respect to any matter dealt with in this Agreement, the Municipal Manager will define the nature of the performance problem and give notice to the Municipal Manager to attend a meeting to discuss the performance.

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- 12.2.3 During this meeting, the areas of concern will be pointed out by the Municipal Manager and agreement will be reached on the remedies to be taken to address the noted areas of concern.
- 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 Municipal Manager holds the view that the performance of the Director is not satisfactory, the Municipality will, subject to compliance with applicable labour legislation, be entitled by notice in writing to terminate the Director's employment in accordance with the employment contract of the Director.

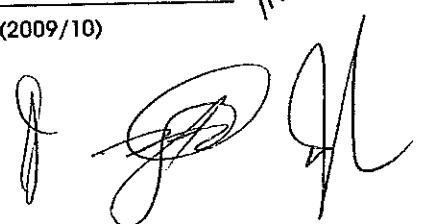
### 13. DISPUTE RESOLUTION

- 13.1 Any disputes about the nature and content of the employee's performance agreement, must be mediated by 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 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), 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 or court precedent.
- 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.

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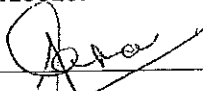
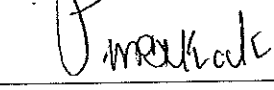


### 15. PROVISIONS OF THE EMPLOYMENT CONTRACT

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

Signed at Ceres on this the 15..... day of 12..... 2009.

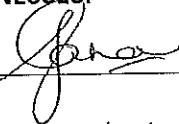
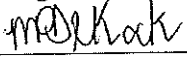
**AS WITNESSES:**

- 1.  \_\_\_\_\_
- 2.  \_\_\_\_\_

  
\_\_\_\_\_  
Mr M Mpeluza  
Director: Corporate Services

Signed at Ceres on this the 15<sup>th</sup>..... day of December..... 2009.

**AS WITNESSES:**

- 1.  \_\_\_\_\_
- 2.  \_\_\_\_\_

  
\_\_\_\_\_  
Mr D Masson  
Municipal Manager

## Appendix A: Performance Scorecard (1 October 2009 – 30 June 2010)



Directorate: Corporate Services

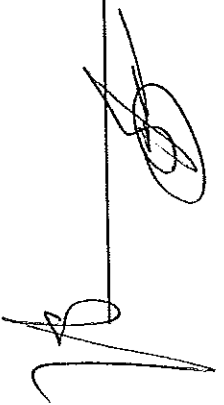
Director: Mr M Mpeluza

Evaluation Component	Weight	Score*
<b>NATIONAL KEY PERFORMANCE AREAS</b>		
KPA 1: Basic Service Delivery	44	
KPA 2: Municipal Institutional Development & Transformation	20	
KPA 3: Local Economic Development	14	
KPA 4: Municipal Financial Viability & Management	10	
KPA 5: Good Governance & Public Participation	12	
<b>CORE COMPETENCY REQUIREMENTS</b>		
CCR 1: Strategic Capability & Leadership	20	
CCR 2: Financial Management	20	
CCR 3: People Management & Empowerment	20	
CCR 4: Client Orientation & Customer Focus	20	
CCR 5: Performance Management & Reporting	20	
<b>TOTAL</b>	<b>100</b>	

\*Scores will be factored and converted to DPLG Guidelines using the Scoring Calculator

**Part A: National Key Performance Areas**


Function/ Service Area	Objective	Performance Indicators	Performance Targets to 30 June 2009			Weight	Rating	Score
			Fully Effective (3)	Exceeds (4)	Outstanding (5)			
<b>KPA 1: Basic Service Delivery (20%)</b>								
1.1 Administration	To deliver an administrative support service To ensure effective IT management	<ul style="list-style-type: none"> <li>❖ Handover of cheque, cash &amp; postal orders to Fin Serv, daily</li> <li>❖ Prepare monthly report on overdue actions</li> <li>❖ Receipt, scan &amp; filing of taxes daily</li> <li>❖ Attend to complainants</li> <li>❖ Control server down time</li> <li>❖ Replace computers in terms of program</li> <li>❖ Oversight over service provider</li> </ul>	<ul style="list-style-type: none"> <li>❖ Filing done within 24 hours</li> <li>❖ Attend to complaints within 7 calendar days</li> <li>❖ Server to be restored with 48 hours</li> <li>❖ Replace 15 computers by 31 March</li> </ul>	<ul style="list-style-type: none"> <li>❖ Filing done within 24 hours</li> <li>❖ Attend to complaints within 7 calendar days</li> <li>❖ Server to be restored with 48 hours</li> <li>❖ Replace 15 computers by 28 February</li> </ul>	<ul style="list-style-type: none"> <li>❖ Filing done within 24 hours</li> <li>❖ Attend to complaints within 7 calendar days</li> <li>❖ Server to be restored with 48 hours</li> <li>❖ Replace 15 computers by 31 January</li> </ul>	10		



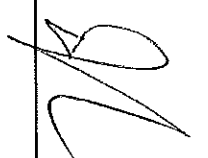
Function/ Service Area	Objective	Performance Indicators	Fully Effective (3)	Performance Exceeds Targets to 30 June 2009 Exceeds (4)	Outstanding (5)	Weight	Rating	Score
1.2 Council	To provide political guidance and monitoring	<ul style="list-style-type: none"> <li>❖ Attend council meetings</li> <li>❖ Attend committee meetings</li> <li>❖ Postponement of agenda items for reasons other than due to requests for add info</li> <li>❖ Considering of disciplinary action against Councillors in terms of Code of Conduct, on receipt of written request</li> <li>❖ Attend Public Participation meetings</li> <li>❖ Convening of ordinary Council meetings</li> <li>❖ Convene ordinary committee meetings (to sect 80</li> <li>❖ Convene meetings with CDW's</li> </ul>	<ul style="list-style-type: none"> <li>❖ Disciplinary action against Councillors within 21 calendar days</li> </ul>	<ul style="list-style-type: none"> <li>❖ Disciplinary action against Councillors within 21 calendar days</li> </ul>	<ul style="list-style-type: none"> <li>❖ Disciplinary action against Councillors within 21 calendar days</li> </ul>	6		




Function/ Service Area	Objective	Performance Indicators	Fully Effective (3)	Performance Targets to 30 June 2009 Exceeds (4)	Outstanding (5)	Weight	Rating	Score
1.3 Executive	To provide strategic support To provide secretariat services	<ul style="list-style-type: none"> <li>❖ To ensure that agendas and minutes are processed and distributed within time-frame</li> <li>❖ To attend all meetings where expected</li> <li>❖ To convene management meetings within directorate</li> <li>❖ Compile dept review for annual report</li> <li>❖ Publish dates of meetings in newspapers and display in libraries</li> <li>❖ Distribute minutes to all line managers</li> <li>❖ Compile monthly dept report</li> </ul>	<ul style="list-style-type: none"> <li>❖ Inform public within 30 days of resolutions taken</li> <li>❖ Dept report within 7 days after month end</li> </ul>	<ul style="list-style-type: none"> <li>❖ Inform public with 14 days of resolutions taken</li> <li>❖ Dept report within 7 days after month end</li> </ul>	<ul style="list-style-type: none"> <li>❖ Inform public within 7 days of resolutions taken</li> <li>❖ Dept report within 7 days after month end</li> </ul>	8		

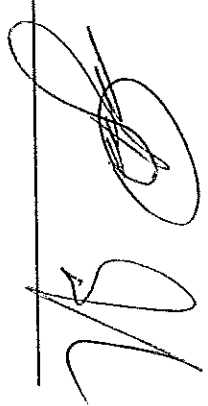



Function/ Service Area	Objective	Performance Indicators	Fully Effective (3)	Performance Targets to 30 June 2009 Exceeds (4)	Outstanding (5)	Weight	Rating	Score
1.4 Marketing & Communication	To promote Witzenberg as a safe, friendly, hygienic, efficient & effective municipal area To develop and implement marketing strategy To provide accurate and timely information and news about the Mun to the community To develop internal newsletter on a monthly basis To provide accurate and relevant information to other spheres of Government	<ul style="list-style-type: none"> <li>❖ Complete info performance newsletter, internal newsletter</li> <li>❖ Host or participate in prov Imbizo's</li> <li>❖ Submit Vuna award application</li> <li>❖ To host or undertake visits for International relations</li> <li>❖ Develop marketing strategy</li> <li>❖ Branding of corporate buildings</li> <li>❖ Procure marketing &amp; promotional material</li> </ul>	<ul style="list-style-type: none"> <li>❖ Contact targeted countries for International relations</li> <li>❖ 2 Imbizo's by 30 June</li> <li>❖ Submit Vuna application by 31 December</li> <li>❖ 4 Engagements by 30 June</li> <li>❖ Marketing strategy to be developed by 31 December</li> <li>❖ Five corp buildings branded</li> <li>❖ Banners, posters &amp; bill boards to be ready by 31 March</li> </ul>	<ul style="list-style-type: none"> <li>❖ 2 Imbizo's by 31 May</li> <li>❖ Submit Vuna application by 31 December</li> <li>❖ 4 Engagements by 30 June</li> <li>❖ Marketing strategy to be approved by 31 December</li> <li>❖ Five corp buildings branded</li> <li>❖ Banners, posters &amp; bill boards to be ready by 28 February</li> </ul>	<ul style="list-style-type: none"> <li>❖ 2 Imbizo's by 30 April</li> <li>❖ Submit Vuna application by 31 December</li> <li>❖ 4 Engagements by 30 June</li> <li>❖ Marketing strategy to be implemented by 31 December</li> <li>❖ Five corp buildings branded</li> <li>❖ Banners, posters &amp; bill boards to be ready by 31 January</li> </ul>	10		

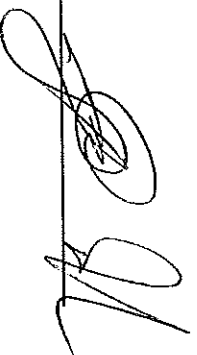
1.5 Tourism	To ensure tourism development in order to create economical growth	<ul style="list-style-type: none"> <li>❖ Assistance to &amp; by w/being tourism board</li> <li>❖ Attend meetings</li> <li>❖ Participate in brand awareness expo</li> </ul>	❖ On regular basis	❖ On regular basis	❖ On regular basis												
<b>KPA 2: Municipal Institutional Development (20%)</b>																	
2.1 Property services: Administration & Maintenance	To perform contact management on Municipal investment properties and PPE buildings To maintain & upgrade Mun buildings	<ul style="list-style-type: none"> <li>❖ Implementation of phase 1 &amp; 2 of Land Audit</li> <li>❖ Development of a investment property register</li> <li>❖ Develop model for internal charges</li> <li>❖ regarding office accommodation</li> <li>❖ Re-design municipal offices</li> <li>❖ Implement a contract management system</li> <li>❖ Attend to complaints or requests</li> </ul>	<ul style="list-style-type: none"> <li>❖ Implement phase 1 &amp; 2 by 31 March</li> <li>❖ Develop register by 31 December</li> <li>❖ Develop model by 31 December</li> <li>❖ Design to be completed by 31 October</li> <li>❖ System implemented by 31 March</li> <li>❖ Attend to complaints or requests within 7 calendar days</li> </ul>	<ul style="list-style-type: none"> <li>❖ Implement phase 1 &amp; 2 by 31 January</li> <li>❖ Develop register by 15 December</li> <li>❖ Develop model by 15 December</li> <li>❖ Design approved by Council by 30 November</li> <li>❖ System implemented by 28 February</li> <li>❖ Attend to complaints or requests within 7 calendar days</li> </ul>	<ul style="list-style-type: none"> <li>❖ Implement phase 1 &amp; 2 by 31 December</li> <li>❖ Develop register by 30 November</li> <li>❖ Develop model by 30 November</li> <li>❖ Contractor appointed by 31 January</li> <li>❖ System implemented by 31 January</li> <li>❖ Attend to complaints or requests within 7 calendar days</li> </ul>						5						

<p>2.2 Development and Retention of Scarce and Specialist Skills</p>	<p>To identify scarce and special skills and to devise strategies to retain them</p>	<ul style="list-style-type: none"> <li>❖ Survey of organisational climate</li> <li>❖ Compile database of scarce and special skills</li> <li>❖ Research mechanisms to attract and retain skills identified</li> <li>❖ Draft Staff Retention Policy workshopped with role-players</li> <li>❖ Submit final draft for approval</li> </ul>	<ul style="list-style-type: none"> <li>❖ Database compiled</li> <li>❖ Extensive research and consultation completed</li> <li>❖ Draft Policy presented to Directors</li> </ul>	<ul style="list-style-type: none"> <li>❖ Input and support of LEF secured through policy workshop</li> </ul>	<ul style="list-style-type: none"> <li>❖ Policy adopted by Council by 30 June 2009 with at least three innovative initiatives</li> </ul>	<p>5</p>		
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<p><b>2.3 Human Resources</b></p>	<p>To recruit and perform selection of new appointments in terms of approved EE plan To provide accurate and timely employee benefit info for the employee to make informed decisions To deliver support in terms of Health and Safety issues To provide training in terms of the skills development plan To administer the labour relation aspects of the Mun</p>	<ul style="list-style-type: none"> <li>❖ Develop HR operational plan</li> <li>❖ Review organogram</li> <li>❖ Compile &amp; submit EE plan report to Dept Labour</li> <li>❖ Compile recruitment &amp; section policy</li> <li>❖ Appointment to EE Plan</li> <li>❖ Appoint employee within 60 calendar days of request</li> <li>❖ Compile &amp; submit HR policies to Council</li> <li>❖ Conduct HR Situational analysis</li> <li>❖ Perform induction sessions</li> <li>❖ Capture &amp; monitor approved leave forms</li> <li>❖ Inform medical fund &amp; salary section of changes to medical aid fund options</li> <li>❖ Reduce % of injuries on duty by compliance with Occ Health &amp; Safety Act</li> <li>❖ Conduct skills audit</li> </ul>	<ul style="list-style-type: none"> <li>❖ HR operational plan to be approved by 31 October</li> <li>❖ Recruitment &amp; section policy by 31 October</li> <li>❖ HR policies to Council by 31 October</li> <li>❖ Skills audit by 28 February</li> <li>❖ Skills Plan to LG Seto by 30 June</li> <li>❖ 45 Employees trained to Work Skills Plan</li> <li>❖ ABET training to 70 employees by 31 December</li> <li>❖ Learner ship – 22</li> <li>❖ Wellness policy developed by 31 October</li> </ul>	<ul style="list-style-type: none"> <li>❖ HR operational plan to be approved by 15 October</li> <li>❖ Recruitment &amp; section policy by 15 October</li> <li>❖ HR policies to Council by 31 October</li> <li>❖ Skills audit by 15 February</li> <li>❖ Skills Plan to LG Seto by 31 May</li> <li>❖ 100 Employees trained to Work Skills Plan</li> <li>❖ ABET training to 70 employees by 30 November</li> <li>❖ Learner ship – 50</li> <li>❖ Wellness policy developed by 15 October</li> </ul>	<ul style="list-style-type: none"> <li>❖ HR operational plan to be approved by 7 October</li> <li>❖ Recruitment &amp; section policy by 7 October</li> <li>❖ HR policies to Council by 31 October</li> <li>❖ Skills audit by 31 January</li> <li>❖ Skills Plan to LG Seto by 30 April</li> <li>❖ 187 Employees trained to Work Skills Plan</li> <li>❖ ABET training to 70 employees by 31 October</li> <li>❖ Learner ship – 88</li> <li>❖ Wellness policy developed by 7 October</li> </ul>	<p>5</p>
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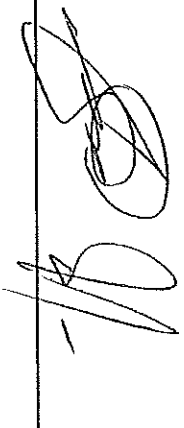
		<ul style="list-style-type: none"> <li>❖ Submit skills plan to LG Setra</li> <li>❖ Train staff to approved Work Skills Plan</li> <li>❖ Abet training</li> <li>❖ Learner ships</li> <li>❖ Submit report on Work Skills Plan</li> <li>❖ Comply with Labour legislation, disciplinary &amp; grievance procedures, BD &amp; CCM; cases by attending within legal timeframes</li> <li>❖ Develop an employee wellness policy</li> </ul>	❖	❖	❖			
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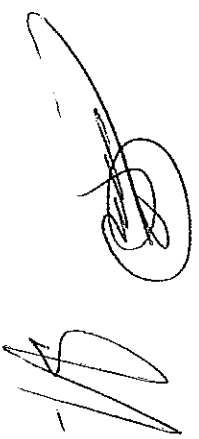
2.4 Management and Leadership Development	To investigate and develop a customised management and leadership development program	<ul style="list-style-type: none"> <li>❖ Identify needs</li> <li>❖ Consult on requirements</li> <li>❖ Draft specifications on requirements</li> <li>❖ Agreement on way forward</li> </ul>	<ul style="list-style-type: none"> <li>❖ Survey and record needs of top 80 before 1 January 2009</li> <li>❖ Engage on requirements before 1 April 2009</li> <li>❖ Proposal solicited on approach, costing and methodology of MDP</li> <li>❖ Ensure that sufficient resources are allocated in 2009/10 Budget for MDP</li> </ul>	<ul style="list-style-type: none"> <li>❖ Agreement in principle secured by 30 June 2009</li> </ul>	<ul style="list-style-type: none"> <li>❖ Innovative programme with funding adopted by Council by 30 June 2009</li> </ul>	5	
<b>KPA 3: Local Economic Development (18%)</b>							
3.1 Management of Council land	To develop a strategic plan for the management and administration of Council's property portfolio thereby creating economic development opportunities	<ul style="list-style-type: none"> <li>❖ Adopt by-law</li> <li>❖ Develop policies and strategic plan</li> <li>❖ Develop database of assets</li> <li>❖ Manage contracts to optimise potential income</li> </ul>	<ul style="list-style-type: none"> <li>❖ By-law drafted, workshopped and approved</li> <li>❖ Land audit database updated and finalised</li> <li>❖ All current commercial contracts scrutinised to optimise potential income</li> </ul>	<ul style="list-style-type: none"> <li>❖ Strategic plan developed for the sale and lease of municipal land</li> <li>❖ Proposal adopted by Council to address 50% of commercial contracts to be renegotiated or amended to optimise income</li> </ul>	<ul style="list-style-type: none"> <li>❖ Agreements in place for 3 strategic projects in terms of approved strategy (different land uses – e.g. housing, parking, commercial)</li> </ul>	10	
3.2 Land reform	To ensure that sustainable land reform initiatives is lodged	<ul style="list-style-type: none"> <li>❖ Develop land reform strategy</li> </ul>	<ul style="list-style-type: none"> <li>❖ To be developed by 31 March</li> </ul>	<ul style="list-style-type: none"> <li>❖ Developed by 15 March</li> </ul>	<ul style="list-style-type: none"> <li>❖ Developed by 28 February</li> </ul>	4	



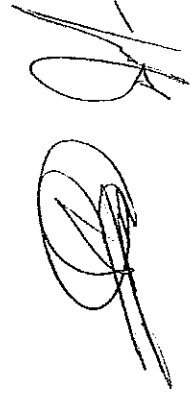
KPA 4: Municipal Financial Viability & Management (10%)						
4.1 Financial Management	To practice sound financial management in the directorate and utilise municipal resources optimally through the consistent application of the Financial Protocol	<ul style="list-style-type: none"> <li>❖ Financial Protocol signed with CFO</li> <li>❖ Financial Protocol workshopped in Directorate with all managers</li> <li>❖ Protocol applied diligently and consistently:                             <ul style="list-style-type: none"> <li>- Budgeting</li> <li>- Revenue</li> <li>- Expenditure control</li> <li>- Asset Management</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>❖ Protocol applied diligently and consistently according to agreed standards</li> <li>❖ Fiduciary duties discharged in accordance with S78 of the MFMA</li> </ul>	<ul style="list-style-type: none"> <li>❖ Operational efficiencies bring about demonstrable savings and/or revenue enhancement</li> </ul>	<ul style="list-style-type: none"> <li>❖ Significant additional external funding arrangements concluded</li> </ul>	10



KPA 5: Good Governance & Public Participation (12%)								
5.1 Corporate governance	To implement systems, and controls to embed Section 53 and 59 into the organisation's practices	<ul style="list-style-type: none"> <li>❖ Sessions by Manager: Legal Services with Directors on both manuals</li> <li>❖ Present manuals to Council and have it adopted as policy</li> <li>❖ Speaker and DCS meet quarterly to discuss compliance with Section 53 manual</li> <li>❖ Provide Section 53 and 59 manual to all Directors, managers and heads and have them sign acknowledgment after training session</li> <li>❖ Monitor compliance with section 59 manual</li> </ul>	<ul style="list-style-type: none"> <li>❖ Manager: Legal Services compile manuals</li> <li>❖ Manager: Legal Services meet and orientate Directors before 1 March 2010</li> <li>❖ DCS and Manager: Legal Services assess compliance with manuals on regular basis</li> </ul>	<ul style="list-style-type: none"> <li>❖ Technical presentation workshoped with abovementioned parties</li> </ul>	<ul style="list-style-type: none"> <li>❖ All relevant staff capacitated through training workshop</li> <li>❖ Annual review of functionality of s53 &amp; s59 manual completed by 30 June 2010</li> </ul>	4		



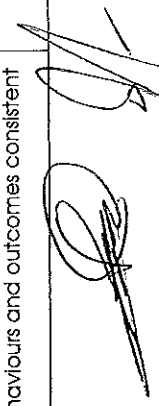
<p><b>5.2 Governance (policy reform)</b></p>	<p>To conduct a comprehensive policy audit</p>	<ul style="list-style-type: none"> <li>❖ Policies/by-laws with inception dates for each service area/ Directorate</li> <li>❖ Action plan to address by-law gaps in 2009/10 FY</li> </ul>	<ul style="list-style-type: none"> <li>❖ Design templates and process plan for by-law/ policy audit</li> <li>❖ Facilitate policy and by-law Audit in conjunction with directorates</li> <li>❖ Instructions, process plan and templates provided to all directors on a CD</li> <li>❖ Report submitted to MM by 30 June 2010</li> </ul>	<ul style="list-style-type: none"> <li>❖ Facilitate drafting of integrated report on status of by-laws/ policies</li> <li>❖ Priorities identified for development in current financial year</li> <li>❖ Additional funding (internal or external) sourced for drafting of Corporate Services by-laws/ policies</li> </ul>	<ul style="list-style-type: none"> <li>❖ Current/ updated Municipal Code in place by 30 June 2010</li> <li>❖ 2009/10 budget reflects resources required to address priorities identified for drafting in 2010/11 financial year</li> </ul>	<p>4</p>	
<p><b>5.3 Committee and secretariat services</b></p>	<p>To enhance the effective functioning of committees</p>	<ul style="list-style-type: none"> <li>❖ To establish a system to ensure execution of resolutions is monitored</li> </ul>	<ul style="list-style-type: none"> <li>❖ To initiate an "action minute" system in all committees of Council to enhance execution and service delivery</li> <li>❖ Monthly statement of executed and un-executed resolutions submitted to Municipal Manager</li> </ul>	<ul style="list-style-type: none"> <li>❖ Monitor Collaborator for execution of resolutions and decisions</li> <li>❖ To implement an "action minute" system in all committees of Council to enhance execution and service delivery</li> </ul>	<ul style="list-style-type: none"> <li>❖ Protocol drafted for MM to assist with the monitoring of decisions and resolutions via Collaborator</li> <li>❖ Innovative initiatives implemented to enhance effective functioning of committees of Council</li> <li>❖ Demonstrable efficiencies realised in functioning of committees through enhancements to secretariat services</li> </ul>	<p>4</p>	



**Part B: Core Competency Requirements (20%)**

CCR	Objective	Key Performance Indicators	Weight	Rating	Score
Strategic capability & leadership	Determines and articulates the vision, sets the direction for the organisation and / or unit and inspires others to deliver on the organisational mandate	<ul style="list-style-type: none"> <li>• Gives direction to team in realising the organisation's strategic objectives</li> <li>• Creates and secures commitment to a clear vision</li> <li>• Develops detailed action plans to execute strategic initiatives</li> <li>• Achieves strategic objectives against specified performance measures</li> <li>• Translates strategies into action plans</li> <li>• Builds and supports a high-performance team</li> <li>• Seeks mutual benefit/win-win outcomes for all concerned</li> <li>• Inspires staff with own behaviour – "walks the talk"</li> <li>• Is visible, approachable and earns respect</li> <li>• Manages and calculates risks</li> <li>• Acts decisively having assessed the risks</li> <li>• Communicates strategic plan to the organisation</li> <li>• Utilises strategic planning methods and tools</li> <li>• Initiates and manages change in pursuit of strategic objectives</li> <li>• Inspires and shows loyalty</li> <li>• Priorities identified in conjunction with portfolio councillor</li> </ul>	20		
Financial Management	The effective and optimal use of business and financial skills in the effective and efficient utilisation of municipal resources in order to maximise resources and minimise risks	<ul style="list-style-type: none"> <li>• Sets strategic direction in the allocation of funding based on the utilization of cost-benefit thinking to established business priorities</li> <li>• Demonstrates knowledge of general concepts of financial planning, budgeting and forecasting and how they interrelate;</li> <li>• Manages and monitors financial risk;</li> <li>• Continuously looks for new opportunities to obtain and save funds;</li> <li>• Prepares financial reports and guidelines based on prescribed format;</li> <li>• Understands and weighs up financial implications of propositions;</li> <li>• Understands, analyses and monitors financial reports;</li> <li>• Aligns expenditure to cash flow projections;</li> <li>• Ensures effective utilisation of financial resources;</li> <li>• Develops corrective measures/actions to ensure alignment of budget to financial resources</li> <li>• Prepares own budget in line with the strategic objectives of the organisation.</li> </ul>	20		

CCR	Objective	Key Performance Indicators	Weight	Rating	Score
People Management and Empowerment	Manages and encourages people, optimises their outputs and effectively manages relationships in order to achieve organisational goals.	<ul style="list-style-type: none"> <li>Seeks opportunities to increase personal contribution and level of responsibility;</li> <li>Supports and respects the individuality of others and recognises the benefits of diversity of ideas and approaches;</li> <li>Delegates and empowers others to increase contribution and level of responsibility;</li> <li>Applies labour and employment legislation and regulations consistently;</li> <li>Facilitates team goal-setting and problem-solving;</li> <li>Recognises individuals and teams and provides developmental feedback in accordance with performance management principles;</li> <li>Adheres to internal and national standards with regards to HR practices;</li> <li>Deals with labour matters;</li> <li>Identifies competencies required and suitable resources for specific tasks;</li> <li>Displays personal interest in the well-being of colleagues;</li> <li>Able to manage own time as well as time of colleagues and other stakeholders; and</li> <li>Manages conflict through a participatory transparent approach.</li> </ul>	20		
Client Orientation and Customer Focus	Understands the service needs of a client/customer (internal or external) and actively focuses on anticipating, meeting and exceeding the needs in a timely and appropriate manner	<ul style="list-style-type: none"> <li>Understands the range of clients to be served;</li> <li>Follows through on client enquiries, requests, and complaints in a timely manner;</li> <li>Advises clients about status of issue or progress of projects;</li> <li>Maintains clear communication with clients regarding mutual expectations and monitors client satisfaction;</li> <li>Distributes helpful information to clients;</li> <li>Ensures professional and courteous service;</li> <li>Takes personal responsibility for providing excellent service quality;</li> <li>Makes clients and their needs a primary focus of actions;</li> <li>Corrects problems promptly, without being defensive;</li> <li>Supports others to take personal responsibility to deliver excellent customer service;</li> <li>Effectively represents the needs and interests of the client;</li> <li>Understands the client's issues and seeks information about their current and future requirements;</li> <li>Is accessible and models prompt, attentive service;</li> <li>Defines a client service vision and how it strategically fits within the organisation;</li> <li>Takes specific and sustained action to implement the client service vision;</li> <li>Implements client satisfaction feedback to ensure provision of quality service;</li> <li>Clearly articulates an organisational vision that supports a client-focused workforce;</li> <li>Aligns the organisational structure and management processes to support the client vision</li> <li>Demonstrates personal commitment to the client service vision through own actions and attitudes</li> <li>Recognises individuals and areas that are demonstrating behaviours and outcomes consistent with the client service vision.</li> </ul>	20		



CCR	Objective	Key Performance Indicators	Weight	Rating	Score
Performance Management & Reporting	To inculcate a performance culture within the directorate as a basis for accountable governance	<ul style="list-style-type: none"> <li>• Sets the climate and creates a culture to attain client focused outcomes, (i.e. performance management, resource allocation etc.)</li> <li>• Sets clear objectives for reports and agree on expected standards</li> <li>• Regular 1-on-1 meetings held with direct reports to monitor performance</li> <li>• Input provided to SDBIP reports and SDBIP utilised as monitoring tool</li> <li>• Service delivery challenges identified and addressed through reporting systems and mechanisms</li> <li>• To Interpret business information intelligently and translate it into appropriate actions or objectives</li> </ul>	20		

