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OVERBERG DISTRICT MUNICIPALITY

Performance Agreement 2024/2025

Draft

07/06/2024

MS M BOYCE

DIRECTOR: COMMUNITY SERVICES

PERFORMANCE AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

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THE EXECUTIVE AUTHORITY OF THE OVERBERG DISTRICT MUNICIPALITY

AS REPRESENTED BY THE MUNICIPAL MANAGER MR R BOSMAN

(herein and after referred as Employer)

AND

DIRECTOR: CORPORATE SERVICES ME M BOYCE

(herein and after referred as Employee)

FOR THE

PERIOD: 01 JULY 2024 - 30 JUNE 2025

1. INTRODUCTION

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- 1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act") Municipal Systems Amendment Act, Act 7 of 2011 ("the Amendment Act"). The Employee and the Employee are hereinafter referred as "the Parties";
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement;
- 1.3 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals;
- 1.4 The Parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act and Section 6(c) of the Amendment Act.
- 1.5 In this Agreement the following terms will have the meaning ascribed thereto:
 - 1.5.1 "this Agreement" means the performance agreement between the Employer and the Employee and the Annexures thereto;
 - 1.5.2 "the Executive Authority" means the Mayoral Committee of the Municipality constituted in terms of Section 55 of the Local Government: Municipal Structures Act 117 of 1998 ("Structures Act") as represented by its chairperson, the Executive Mayor;
 - 1.5.3 "the Employee: means the Director: Corporate Services appointed in terms of Section 56 of the Systems Act,
 - 1.5.4 "the Employer" means Overberg District Municipality.
 - 1.5.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

- 2.1 Comply with the provisions of Section 57(1)(b),(4A), (4B) and (5) of the Systems Act, and Section 6(c) of the Amendment Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);

- 4.2.1 Key objectives that describe the main tasks that needs to be done;
- 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved;
- 4.2.3 Target dates that describe the timeframe in which the work must be achieved; and
- 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 4.4 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. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the municipality adopted for the employees of the municipality;
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employees and relevant stakeholders to perform to the standards required;
- 5.3 The Employer will consult the employee about the specific performance standards and targets that will be included in the performance management system applicable to the employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas (including special projects relevant to the employee's responsibilities) within the local government framework;
- 5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement;
- 5.6 The Employee's assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery and Infrastructure	
Municipal Transformation and Institutional Development	
Local Economic Development (LED)	
Municipal Financial Viability and Management	
Good Governance, Public Participation Accountability and	
Transparency	
TOTAL	80%

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5.7 The Competencies will make up the other 20% of the Employee's assessment score. The Competencies consist of six (6) leading competencies which comprise of twenty (20) driving competencies that drive the strategic intent and direction of local government and six (6) core competencies which drive the execution of the leading competencies.

	ADING COMPETENCIES				
Strategic Capability and Leadership	 Impact and influence Institutional Performance Management Strategic Planning and Management Organisational Awareness 				
People Management	 Human Capital Planning and Development Diversity Management Employee Relation Management Negotiation and dispute Management 				
Program and Project Management	 Program and Project Planning and Implementation Service delivery Management Program and Project Monitoring and evaluation 				
Financial Management	 Budget Planning and Execution Financial strategy and Delivery Financial Reporting and Monitoring 				
Change Leadership	 Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and evaluation 				
Governance Leadership	 Policy Formulation Risk and compliance Management Cooperative Governance 				
CORE COMPETANCIES					
	Moral Competence				
Planning and Organising					
	Analysis and Innovation				
Knowled	Knowledge and Information Management				
Communication					
Result and Quality Focus					

6. PERFORMANCE ASSESSMENT

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- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
 - 6.1.1 The standards and procedures for evaluating the Employee's performance; and
 - 6.1.2 The intervals for the evaluation of the Employee's performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force;
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;
- 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP);
- 6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;
- 6.6 Assessment of the achievement of results as outlined in the performance plan:
 - 6.6.1 Each KPI or group of KPI's shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;
 - 6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPI's which will then be multiplied by the weighting to calculate the final score;
 - 6.6.3 The Employee will do a self-evaluation and submit it to the Employer prior to the formal assessments; and
 - 6.6.4 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.7 Assessment of the CCRs:
 - 6.7.1 Each CCR shall be assessed according to the extent to which the specified standards for the required proficiency level have been met;

- 6.7.2 A rating on the five-point scale shall be provided for each CCR which will then be multiplied by the weighting to calculate the final score; and
- 6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.8 Overall rating

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- 6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.4 and 6.7.3 above; and
- 6.8.2 Such overall rating represents the outcome of the performance appraisal.
- 6.9 The assessment of the performance of the Employee will be based on the following rating scale for KPI's:

Level	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that they employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

6.10 The assessment of the performance of the Employee will be based on the following rating scale for each CCR's.

Score	Level	Description
5	Superior	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods
4	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in- depth analyses
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
1-2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention

- 6.11 For purposes of evaluating the performance of the Employee at mid-year and year-end assessment, an evaluation panel constituted of the following persons will be established
 - 6.11.1 Municipal Manager;

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- 6.11.2 Municipal Manager from another municipality;
- 6.11.3 Chairperson of the Audit and Performance Audit Committee or in his/her absence thereof, his/her secunde;
- 6.11.4 A Member of the Mayoral Committee (Portfolio Chairperson); and
- 6.12 The Municipal Manager will give performance feedback within five (5) working days to the Employee after the assessment of the 1st and 3rd quarter, mid-year and year-end assessment meetings.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates with the understanding reviews in the first (1st) and third (3rd) quarter may be verbal if performance is satisfactory:

Quarte	r Review Period	Review to be completed by
1	July - September	
2	October – December	
3	January – March	
4	April - June	

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

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such Plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall-
 - 9.1.1 Create an enabling environment to facilitate effective performance by the employee;
 - 9.1.2 Provide access to skills development and capacity building opportunities;
 - 9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
 - 9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and
 - 9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others-
 - 10.1.1 A direct effect on the performance of any of the Employee's functions;
 - 10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 10.1.3 A substantial financial effect on the Employer.
- 10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;
- 11.2 The payment of the performance bonus is determined by the performance score obtained during the year-end performance assessment
- 11.3 The performance bonus will be awarded pro-rata according to the period of this agreement based on the following:

Performance Rating	Bonus	
0%-64%	0% of Total Package	
65%-66%	5% of Total Package	
67%-68%	6% of Total Package	
69%-70%	7% of Total Package	
71%-72%	8% of Total Package	
73%-74%	9% of Total Package	
75%-76%	10% of Total Package	
77%-78%	11% of Total Package	
79%-80%	12% of Total Package	
81%-82%	13% of Total Package	
83%-100%	14% of Total Package	

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, but only after three months after the start of this agreement's inception date, the Employee's performance will be evaluated for the period during which he/she was employed and he/she will be entitled

to a pro-rata performance bonus based on his/her evaluated performance for the period of actual service;

11.5 The Employer will submit the total score of the annual assessment and of the Employee, to full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 Where the Employer is, at any time during the employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the employer will give notice the employee to attend a meeting;
- 12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;
- 12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the parties will confer with a view to resolving the dispute or difference; and
- 12.4 In the case of unacceptable performance, the employer shall -
 - 12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 12.4.2 After appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

- 13.1 In the event that the employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may within three (3) working days meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;
- 13.2 If the parties could not resolve the issues within ten (10) working days, an independent arbiter, acceptable to both parties, should be appointed to resolve the matter within thirty (30) days;
- 13.3 In the instance where the matters referred to in 13.2 were not successful, the matter should be referred to 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 appointed by the MEC; and

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

14. GENERAL

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- 14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer; and
- 14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at	on the	day	of
2024.			
AS WITNESSES:			
1	DIRECTOR COMMUNITY SERVICES		
2			
Thus done and signed at 2024.	on the	day	of
AS WITNESSES:			
1	MUNICIPAL MANAGER		
2	_		

2024/2025

KEY PERFORMANCE INDICATORS

The following Key Performance Indicators (KPI's) provide the details of the evidence that must be provided to show that a key objective has been obtained. The weightings show the relative importance of the key objectives to each other and should add up to 80% of the total assessment score.

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Annexure A

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Reviewed Disaster Risk Management plan tabled	to Council	Reviewed Disaster Management Framework tabled to Council	Number of kilometres road upgraded per annum	Number of kilometres road regravelled per annum	Number of kilometres roads bladed per annum	Reviewed RED Strategy tabled to Council
Table Disaster Risk Management Plan review		Table Disaster Management Framework review to Council by June	Upgrade roads to permanent surface by 30 June (DR 1206)	Kilometres of gravel roads to be regravelled	Kilometres of gravel roads to be bladed	Review the Reginal Economic Development (RED) Strategy an table to Council by 30 June
To ensure the well-being of all in the Overberg through the nonvision of	unough the provision of efficient basic services and infrastructure (SG1)	To ensure the well-being of all in the Overberg through the provision of efficient basic services and infrastructure (SG1)	To ensure the well-being of a in the Overberg through the provision of efficient basic services and infrastructure (SG1)	To ensure the well-being of all in the Overberg through the provision of efficient basic services and infrastructure (SG1)	To ensure the well-being of all in the Overberg through the provision of efficient basic services and infrastructure (SG1)	To promote regional economic development by supporting initiatives in the district for the development of a sustainable district economy (SG2)
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	Number of reports tabled per annum	% of Capital budget spent (Actual amount spent on capital/total capital budget of directorate)	Number of reviews executed per annum	% of Council resolutions executed per annum (Total executed/total taken on a specific period)
	Submit feasibility study report on the resort function to Council.	Percentage of the Directorate Corporate Services capital budget to be spent by June	Review quarterly the Directorate risk register at a Line Management meeting	Execute Council Resolutions within three months after approval
· · · · · · · · · · · · · · · · · · ·	To promote regional economic development by supporting initiatives in the district for the development of a sustainable district economy (SG2)	To attain and maintain financial viability and sustainability by executing accounting services in accordance with National policy and guidelines	To ensure good goverriances practices by providing a democratic and pro-active accountable government and ensuring community participation through IGR Structures	To ensure good governances practices by providing a democratic and pro-active accountable government and ensuring community participation through IGR Structures
	Regional Economic Development	Municipal Financial Viability and Management	Good Governance and Community Participation	Good Governance and Community Participation
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% of performance agreements concluded	% of year-end performance evaluations conducted	% of mid-year performance evaluations conducted.
Conclude performance agreements for all direct reportees by 30 July of each year	Conduct year-end evaluation of performance of all direct reportees by 30 August each year	Conduct mid-year evaluation of performance of all direct reportees by January of each year.
To ensure municipal transformation and institutional development by creating a staff structure that would adhere to the principles of employment equity and promote skills development	To ensure municipal transformation and institutional development by creating a staff structure that would adhere to the principles of employment equity and promote skills development	To ensure municipal transformation and institutional development by creating a staff structure that would adhere to the principles of employment equity and promote skills development
Municipal Transformation and Institutional Development	Municipal Transformation and Institutional Development	Municipal Transformation and Institutional Development
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	۲-1	90% per annum	90% per annum	90% per annum
	۳	90% per annum	90% per annum	90% per annum
2025	Skills gaps analysis and training needs submitted by 31 January	90% of the KPI's of the Department have been met (Total KPI's met on year-to-date/Total KPI's)	90% of the KPI's of the Department have been met (Total KPI's met on year-to-date/Total KPI's)	90% of the KPI's of the Department have been met (Total KPI's met on year-to-date/Total KPI's)
2024/2025	Submit skills gap and training needs to the SDF	Effective directing and supervision of the Department Environmental Management	Effective directing and supervision of the Department Emergency Services	Effective directing and supervision of the Department Municipal Health
	To ensure municipal transformation and institutional development by creating a staff structure that would adhere to the principles of employment equity and promote skills development	To ensure good governance practices by providing a democratic and pro-active accountable government and ensuring community participation through existing IDP structures	To ensure good governance practices by providing a democratic and pro-active accountable government and ensuring community participation through existing IDP structures	To ensure good gove nance practices by providing a democratic and pro-active accountable government and ensuring community participation through existing IDP structures
	Municipal Transformation and Institutional Development	Good Governance and Community Participation	Good Governance and Community Participation	Good Governance and Community Participation
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e4e3	90% of the KPI's of the Department have been met (Total KPI's met on year-to-date/Total KPI's)	90% of the KPI's of the Department have been met (Totai KPI's met on year-to-date/Total KPI's)	
C202/4202	Effective directing and supervision of the Department LED/Resorts	Effective directing and supervision of the Department Roads	
· · · · ·	To ensure good governance practices by providing a democratic and pro-active accountable government and ensuring community participation through existing IDP structures	To ensure good governance practices by providing a democratic and pro-active accountable government and ensuring community participation through existing IDP structures	• •
	Good Governance and Community Participation	Good Governance and Community Participation	
	<u> </u>	<u> </u>	
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Signed and accepted by the Director. Community Services

Signed and accepted by the Municipal Manager

Date

Date

Annexure A

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Annexure B

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2024/2025 COMPETENCIES

The assessment of the Core Competency Requirements (CCRs) will account for twenty percent (20%) of the total employee assessment score.

	LEADING COMPETENCIES	<u>Weight</u>
	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic	
	institutional mandate	
Strategic Capability and	Impact and influence	2
Leadership	 Institutional Performance Management 	
	 Strategic Planning and Management 	
	Organisational Awareness	
	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture	
	relationships in order to achieve institutional objectives	
Doorle Management	Human Capital Planning and Development	2
	Diversity Management	
	Employee Relation Management	
	Negotiation and dispute Management	
	Able to understand program and project management methodology; plan, manage, monitor and evaluate	
	specific activities in order to deliver on set objectives	(
Manadement	 Program and Project Planning and Implementation 	N
Mallagerieur	Service delivery Management	
	Program and Project Monitoring and evaluation	
	Able to compile, plan and manage budgets, control cash flow, institute financial risk management and	
	administer procurement processes in accordance with recognised financial practices. Further to ensure that all	
Einancial Manadement	financial transactions are managed in an ethical manner	~
	Budget Planning and Execution	
	Financial strategy and Delivery	
	Financial Reporting and Monitoring	
	Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement	
	new initiatives and deliver professional and quality services to the community	c
Change Leadership	Change Vision and Strategy	V
	Process Design and Improvement	
	Change Impact Monitoring and evaluation	
	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a	
	thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation	
Governance	of relevant policies and enhance cooperative governance relation	~
Leadership	Policy Formulation	-
	Risk and compliance Management	
	Cooperative Governance	

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Annexure B

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	rity and consistently display		ure the quality of service		lement fact-based solutions	ategic objectives		Ign various processes and		nanner appropriate for the	achieve the desired outcome	s while consistently striving to	o actively monitor and measure		Total
<u>CORE COMPETANCIES</u>	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display	behaviour that reflects moral competence	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service	delivery and build efficient contingency plans to manage risk	Able to critically analyse information, challenges and trends to establish and implement fact-based solutions	that are innovative to improve institutional processes in order to achieve key strategic objectives		Able to:promote the generation and sharing of knowledge and information unrough various processes and	media, in order to enhance the collective knowledge base of local government	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the	audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome	Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to	exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure	results and quality against identified objectives	
		Moral Competence	Planning and	Organising		Analysis and Innovation	Knowledge and	Information	Management		Communication		Result and Quality	Focus	

Signed and accepted by the Director of Community Services

Date

Signed and accepted by the Municipal Manager

Date

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Annexure C

PERSONAL DEVELOPMENT PLAN

	Self	
humphoddo ynow	Technical Knowledge	
	30 June 2025	
	Online or physically	
Iraming	Attendance of relevant congress, seminars, forums, courses,	
	Keep abreast of technology, best practices, etc.	·
Skills Performance Gap Outcomes Expected	Continuous Professional Development	

Signed and accepted by the Director of Community Services

Date

Signed and accepted by the Municipal Manager

Date

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