

## **PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN:**

**THE RUSTENBURG LOCAL MUNICIPALITY  
REPRESENTED BY**

**Nqobile Siyabonga Sithole**

in her capacity as the **Municipal Manager** of  
**Rustenburg Local Municipality**  
(the "Employer")

and

**Khathutshelo Maposa**

in his capacity as the **Chief Financial Officer** of  
**Rustenburg Local Municipality**  
(the "Employee")

(Collectively referred to as the "Parties")

**FOR THE PERIOD  
01 JULY 2017 – 30 JUNE 2018**

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## TABLE OF CONTENTS

1.	Introduction	2
2.	Purpose of this Agreement	3
3.	Commencement and Duration	3
4.	Performance Objectives	4
5.	Performance Management System	4
6.	Evaluating Performance	6
7.	Schedule of Performance Reviews	9
8.	Development Requirements	10
9.	Obligations of the employer	10
10.	Consultation	10
11.	Management of the Evaluation Outcomes	11
12.	Dispute Resolutions	12
13.	General	12
14.	Signatures	13

Annexure: A                      Performance Plan

Annexure: B                      Personal Development Plan

## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Rustenburg local Municipality represented by **Nqobile Siyabonga Sithole** in her capacity as Municipal Manager (hereinafter referred to as the Employer or Supervisor) and

**Khathutshelo Maposa** in his capacity as **Chief Financial Officer** (hereinafter referred to as the Employee).

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57 (1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act") the period **01 July 2017 to 30 June 2022**. The Employer and the Employee are hereinafter referred to 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) and 57(5) of the Systems Act.
- 1.5 In the agreement the following terms will have the meaning ascribed thereto:
  - 1.5.1 this agreement- means the performance agreement between the Employer and Employee and the Annexures thereto;
  - 1.5.2 the Municipal Manager- means the Municipal Manager of the Municipality appointed in terms Section 54A of the Local Government Municipal Systems Act;
  - 1.5.3 the Employee- means the manager appointed in terms of Section 56 of the Systems Act;
  - 1.5.4 the Employer- means Rustenburg Local Municipality; and
  - 1.5.5 the Parties- means the Employer and Employee.

## **2. PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1) (b), 4(a) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 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 Budget and Implementation Plan (SDBIP) and the budget of the municipality.
- 2.3 specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for employment and/or to assess whether the Employee has met the performance expectations applicable to his job;
- 2.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

## **3 COMMENCEMENT AND DURATION**

- 3.1 Notwithstanding the date of signature hereto, this Agreement will commence on **01 July 2017 to 30 June 2018** where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.3 If at any time during the validity of this Agreement the work environment alters to the extent that the contents of this Agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised.

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#### **4. PERFORMANCE OBJECTIVES**

- 4.1 The Performance Plan (Annexure A) 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.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Budget and Service Delivery, Budget and Implementation Plan of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.3 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.
- 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 Employer adopts or introduces for 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 Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

- 5.4 The employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the employee 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 (KPAs) and the Core Competency Requirements (CCRs), respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 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 constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

KEY PERFORMANCE AREAS	WEIGHTING
Basic Service Delivery	0
Municipal Institutional Development and Transformation	20
Local Economic Development	0
Municipal Financial Viability	57
Good Governance and Public Participation	23
Total	100%

- 5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager must be subject to negotiation between the municipal manager and the relevant manager.

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CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)						
Core Managerial and Occupational Competencies	√ (Indicate choice and proficiency level)					Weight
	Choice	Basic	Competent	Advanced	Expert	
<b>Core Managerial Competencies:</b>						
Strategic Capability and Leadership						
Programme and Project Management						
Financial Management	Compulsory				√	50%
Change Management						
Knowledge Management						
Service Delivery Innovation				√		10%
Problem Solving and Analysis						
People Management and Empowerment	Compulsory			√		20%
Client Orientation and Customer Focus	Compulsory			√		20%
Communication						
Honesty and Integrity						
<b>Core Occupational Competencies:</b>						
Competence in Self Management						
Interpretation of and implementation within the legislative and national policy frameworks						
Knowledge of developmental local government						
Knowledge of Performance Management and Reporting						
Knowledge of global and South African specific political, social and economic contexts						
Competence in policy conceptualisation, analysis and implementation						
Knowledge of more than one functional municipal field / discipline						
Skills in Mediation						
Skills in Governance						
Competence as required by other national line sector departments						
Exceptional and dynamic creativity to improve the functioning of the municipality						
<b>Total percentage</b>	-					100%

## 6 EVALUATING PERFORMANCE

--- 6.1 The Performance Plan (**Annexure A**) to this Agreement sets out -

- a. the standards and procedures for evaluating the Employee's performance; and
- b. the intervals for the evaluation of the Employee's performance.

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- 6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 6.5 The annual performance appraisal must involve:
- a. Assessment of the achievement of results as outlined in the performance plan:
    - (i) 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.
    - (ii) An indicative rating on the five-point scale should be provided for each KPA.
    - (iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.
  - b. Assessment of the CCR's
    - (i) Each CCR should be assessed according to the extent to which the specified standards have been met.
    - (ii) An indicative rating on the five-point scale should be provided for each CCR.
    - (iii) This rating should be multiplied by the weighting given to each CCR during the contracting process to provide a score.
    - iv) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR score.



c. Overall rating

- (i) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
- (ii) The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCR's:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance <b>far exceeds</b> the standard expected of an employee 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 <b>significantly higher</b> 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 achieves all others throughout the year.					
3	Fully effective	Performance <b>fully meets the standards</b> 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 <b>below the standard</b> 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 <b>does not meet the standard</b> expected for the job. The review/assessment indicates that the employee has achieved 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.					

- d) For purposes of evaluating the **annual performance** of the managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established -
- (i) Municipal Manager;
  - (ii) Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - (iii) Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
  - (iv) Municipal manager from another municipality.

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1 The performance of each employee in relation to his/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:
- 1<sup>st</sup> quarter: Not later than end of the second week of October.
  - 2<sup>nd</sup> quarter: Not later than end of the first week of January.
  - 3<sup>rd</sup> quarter: Not later than end of the second week of April.
  - 4<sup>th</sup> quarter and annual review: First week of August
- 7.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback must 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 on agreement between both parties.
- 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 on agreement with both parties.

## **8. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing developmental gaps must form part of the performance agreement. (For the remainder of the 2017/2018 financial year it will not be applicable)

## **9. OBLIGATION OF THE EMPLOYER**

### **9.1 The Employer must –**

- a. Create an enabling environment to facilitate effective performance by the employee;
- b. Provide access to skills development and capacity building opportunities;
- c. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- d. 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
- e. Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

## **10. CONSULTATION**

### **10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –**

- 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.

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 10.1 above, as soon as is practicable to enable the Employee to take any necessary action without delay.

## 11. MANAGEMENT OF EVALUATION OUTCOMES

11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

11.2 A performance bonus of 5% to 14% of the all-inclusive annual remuneration package shall be paid to the Employee in recognition of performance, in determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator.

The performance bonus will be awarded based on the following scheme:

**A score of 130 - 149% is awarded a bonus from 5% - 9% and a score of 150% and above is awarded a bonus from 10% - 14%;**

No	Final Score	Per cent Performance Bonus
1	130.0%	5.0%
2	131.0% -135.0%	6.0%
3	136.0% -140.0%	7.0%
4	141.0% - 145.0%	8.0%
5	146.0% - 149.0%	9.0%
6	150.0% -154.0%	10.0%
7	155.0% - 159.0%	11.0%
8	160.0% - 164.0%	12.0%
9	165.0% - 169.0%	13.0%
10	170.0% - 175.0%	14.0%

11.3 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
- after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider



steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

## **12. DISPUTE RESOLUTION**

**12.1** Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the agreement, must be mediated by –

- (a) In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

**12.2** Any disputes about the outcome of the employee's performance evaluation, must be mediated by –

- (a) In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e), within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

## **13. GENERAL**

**13.1** The contents of this performance agreement must be made available to the public by the Employer;

**13.2** Nothing in this agreement diminishes the obligation, duties or accountabilities of the Employee in terms of his or her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

#### 14. SIGNATURES

Signed at **RUSTENBURG** on this 30 day of July 2017

##### AS WITNESSES:

1. 

2. 



**Kathutshelo Maposa**  
**Chief Financial Officer**

Signed at **RUSTENBURG** on this 31<sup>st</sup> day of July 2017

##### AS WITNESSES:

1. 

2. 



**Nqobile Siyabonga Sithole**  
**Municipal Manager**

PERFORMANCE PLAN : CHIEF FINANCIAL OFFICER 2017/2018

NATIONAL KPA 4 : MUNICIPAL FINANCIAL VIABILITY

Strategic Priority	Objective	Project Owner	Project	Project Manager	Sub Project	Sub Project Manager	Baseline	Weighting	KPI No.	Key Performance Indicator	Annual Target	Q1 Target - Sept 2017	Q2 Target - Dec 2017	Q3 Target - Mar 2018	Q4 Target - June 2018	Portfolio of Evidence
3. Ensure sustainable municipal financial systems to support municipal programmes and ensure internal financial sustainability	3.1 Develop and implement integrated financial systems to support municipal programmes and ensure internal financial sustainability	CFO	Increase number of indigents (both formal and informal residents)	Unit Manager : Revenue	Indigent registration	Section Manager: Credit control and debt collection	3000 registered indigents	3	2	% increase in number of registered and approved indigents on free basic services	100% increase of registered and approved indigents earning less than R3 500	30%	60%	80%	100%	Indigent list. Monthly reports
		CFO	Accelerate spending on capital project in line with procurement plan and cash flow	Director RRT, DTIS and PMU manager.	Spending of conditional grants	Unit Manager: PMU, Financial Management, RRT and	68%	3	3	% Capital expenditure over the approved budget;	95% of the municipality's capital budget actually spent on capital projects identified for a particular financial year. In terms of the municipality's registered projects, develop plan	R13 153 640	R26 307 281	R39 460 921	R52 614 562	Expenditure Report, Extract of expenditure per capital project as per the approved SDBIP.
	3.2 Develop and implement integrated financial systems to support municipal programmes and ensure internal financial sustainability	CFO	Accelerate spending on operational project in line cash flow projections	All the directors	Spending on operational budget	RLM Unit Managers	76%	3	4	% operational expenditure on the approved budget;	Spend 95% expenditure on the approved operational budget by 30 June 2018	R 58 121 800	R 232 487 200	R 435 913 500	R 552 157 100	Expenditure Report. An extract of the expenditure on the approved operational projects as per the approved integrated development plan and the SDEIP
		CFO	Enhance revenue collection	ALL	Implement credit control and debt collection processes	Unit manager: Revenue	Average collection is 90%	3	5	% of revenue collection rate;	R4 627 538 000	R462 753 800	R1 851 015 200	R3 470 653 500	R4 386 161 100	Billing Report Debtors Age Analysis
4. Develop and implement integrated financial systems to support municipal programmes and ensure internal financial sustainability	4.1 Long term financial sustainable	CFO	Long term financial sustainable	CFO	Savings towards building financial reserves	Unit Manager Financial Control	New KPI	3	6	% of collected revenue set aside as reserves	R3 600 000 000	R72 000 000	R144 000 000	R216 000 000	R252 000 000	Billing Report Bank Statements
		CFO	1. Provide assurance that sufficient Revenue will be generated to repay Liabilities.	Unit Manager Financial Manager, Revenue and billing.	Intensify debt collection and cash flow management.	Section Manager : Financial statements and reports on Billing, Revenue, SCM and Financial control		2	7A	Achievement of positive financial ratio (Debt Coverage: 45%.)	60 000 000	15 000 000	30 000 000	45 000 000	60 000 000	Monthly/Quarterly Reports
	4.2 Ability to meet at least its monthly fixed operating commitments from cash and short-term investment.	CFO	2. Ability to pay back its Short-term Liabilities with its Short-term Assets.					2	7B	Achievement of positive financial ratio (Current Ratio: 1.2 )	Achievement of positive financial ratio (Current Ratio: 1.2 )	Achievement of positive financial ratio (Current Ratio: 1.2 )	Achievement of positive financial ratio (Current Ratio: 1.2 )	Achievement of positive financial ratio (Current Ratio: 1.2 )	Achievement of positive financial ratio (Current Ratio: 1.2 )	Monthly/Quarterly Reports

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Strategic Priority	Objective	Project Owner	Project	Project Manager	Sub Project	Sub Project Manager	Baseline	Weighting	KPI No.	Key Performance Indicator	Annual Target	Q1 Target - Sept 2017	Q2 Target - Dec 2017	Q3 Target - Mar 2018	Q4 Target - June 2018	Portfolio of Evidence
Develop and implement integrated financial systems to support municipal programmes and ensure internal financial sustainability	Accelerate operating and capital grant funded project	CFO		Director RRT, DTIS, CD and Manager in the office of the MM	Spent all grant received from National and Provincial government in line with payment schedule	Unit Manager RRT, Financial Control, PMU and Library Information	New KPI	3	8	% Spending on conditional grants	95% expenditure on allocated grants	10%	40%	70%	95%	Expenditure Report
	Obtain unqualified audit report	CFO		Unit Manager : Financial Control	Address all the prior year qualifications and exceptions raised during audit.	Section Manager : Financial statements and reports	82%	3	9	Number of qualification findings addressed	Address qualification findings and Obtain an unqualified audit opinion by 30 November 2017	N/A	Address qualification findings and Obtain an unqualified audit opinion by 30 November 2017	N/A	N/A	Audit Report 2017 Audit Action Plan
Develop and implement integrated financial systems to support municipal programmes and ensure internal financial sustainability	Budget according to IDP priorities	CFO		DCFO	Provide support on city's strategic budgeting process	Unit Manager Financial Control	New KPI	3	10	Completion of 2018/19 budget by 31 May 2018	Completion of 2018/19 budget by 31 May 2018	N/A	N/A	Compilation of 2017/18 draft budget	Compilation of 2017/18 final budget	Budget document
	Implement Municipal Property Rates Act	CFO		DCFO	Comply Supplementary Valuation Rolls	Section Manager : Financial statements and reports, Billing, Revenue, SCM and Financial control	New KPI	3	11	Number of supplementary Valuations Roll caused during the financial year	One Supplementary Valuation Roll released by end of 31 March 2018	N/A	N/A	One Supplementary Valuation Roll released by end of 31 March 2018	N/A	Supplementary Roll
Implement sound financial management and compliance	Reduce Council Debts	CFO		DCFO	Collection of outstanding debts	Section Manager: Credit control and debt collection	New KPI	3	12	% Reduction in debtors book (R3.5 billion)	5% reduction in debtors book	0% reduction in debtors book	1% reduction in debtors book	3% reduction in debtors book	5% reduction in debtors book	Debtors Age Analysis
	Assets Management	CFO		DCFO	Updating of Assets Records	Section Manager : Assets Management	New KPI	3	13	Number of times the assets verification is performed	Four asset verification performed	Perform one assets verification in a quarter	Perform one assets verification in a quarter	Perform one assets verification in a quarter	Perform one assets verification in a quarter	Assets court sheets Assets counts reports
Implement sound financial management and compliance	Compliance with statutory reporting	CFO		DCFO	Compilation of section 71 Report	Unit Manager Financial Control	New KPI	3	14	Number of Section 71 reports compiled	Compile 12 section 71 Reports	Compile three section 71 Reports	Compile three section 71 Reports	Compile three section 71 Reports	Compile three section 71 Reports	Section 71 reports
Implement sound financial management and compliance	Compliance with statutory reporting	CFO		DCFO	Compilation of section 72 Report	Unit Manager Financial Control	New KPI	3	15	Number of Section 72 reports compiled	Compile one section 72 Reports	N/A	N/A	Compile one section 72 Reports	N/A	Section 72 report

Handwritten signature and initials.



Strategic Priority	Objective	Project Owner	Project	Project Manager	Sub Project	Sub Project Manager	Baseline	Weighting	KPI No.	Key Performance Indicator	Annual Target	Q1 Target - Sept 2017	Q2 Target - Dec 2017	Q3 Target - Mar 2018	Q4 Target - June 2018	Portfolio of Evidence
	Develop and Implement integrated financial systems to support municipal programmes and financial sustainability	CFO	Compilation of Annual Financial Statements	DCFO	Submit financial statements in compliance with MFMA for the previous financial year	Section Manager : Financial statements and reports	New KPI	3	16	Compilation and submission of the Annual Financial Statements by 31 August 2017	Compilation and submission of the Annual Financial Statements by 31 August 2017	N/A	N/A	N/A	N/A	Annual Financial Statements Perform one assets verification in a quarter
		CFO	Risk Management	DCFO	Monitoring of top 10 risks for the Cluster. Advise and assist units within the cluster on risk management. Backlog report back to Risk Management component on progress. Monitoring implementation of action plans on the Risk Register for the current year	Section Manager : Financial statements and reports. Billing, Revenue, SCM and Financial control	New KPI	3	17	Number of risk report to manage all top 10 cluster risks and keep them within acceptable levels	Produce a quarterly risk report to manage all top 10 cluster risks and keep them within acceptable levels	Updated Risk Register Quarterly Risk report by 31 December 2017	Updated Risk Register Quarterly Risk report by 31 March 2018	Updated Risk Register Quarterly Risk report by 30 June 2018	Updated Risk Register Quarterly Risk assessment report	Risk Register, Quarterly Risk assessment report
	Implement sound and sustainable financial management and compliance	CFO	Reconciliations and Pay Admin	DCFO	Performing bank reconciliations for all accounts on a monthly basis and resolving any non reconciling items timeously	Section Manager : Financial statements and reports. Billing, Revenue, SCM and Financial control	New KPI	3	18	Number of bank reconciliation statements prepared	Performance of 12 sets of Bank Reconciliations (monthly) by the 10th working day after month end	3 bank reconciliations completed by 30 September 2017	3 bank reconciliations completed by 31 December 2017	3 bank reconciliations completed by 31 March 2018	3 bank reconciliations completed by 30 June 2018	Bank reconciliations statement
		CFO	Continuous Improvement	DCFO	Letters of awards	Section Manager : Financial statements and reports. Billing, Revenue, SCM and Financial control	New KPI	3	19	Number of days in which the appointment letters were issued from the adjudication date	All letters of award issued within 21 calendar days from the date of finalisation of award.	100%	100%	100%	100%	Appointment Letters Minutes of BAC meeting
		CFO	Review of SCM Policy	DCFO	Review of SCM Policy	Section Manager : Financial statements and reports. Billing, Revenue, SCM and Financial control	New KPI	0	20	No. of deviations resulting in unauthorized, nullness and withdrawal expenditure. (RPI Withdrawn)	Deviation Report to Council	0	0	0	0	Deviation Report / Council Resolution
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CHIEF FINANCIAL OFFICER : PERFORMANCE PLAN 2017-2018

NATIONAL KPA 2 : MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION

Strategic Priority	Objective	Project Owner	Project	Project Manager	Sub Project	Sub Project Manager	Baseline	Weighting	KPI No.	Key Performance Indicator	Annual Target	Q1 Target Sept 2017	Q2 Target Dec 2017	Q3 Target	Q4 Target	Portfolio of Evidence
7. Drive optimal municipal institutional development, transformation and capacity building	7.2 Develop, implement and review internal policies and procedures on a regular bases.	CFO	Revised Accounting policies approved by Council by 30 June 2018	CFO	Accounting Policy	Deputy CFO	Reviewed Annually	3	1	Number of Budget related policies reviewed.	7	N/A	N/A	7 tabled drafts policies	7 Approved policies	Q3: - Revised Policy and Council minutes from tabling of Policies Q4: - Approved Policy and Council Minutes
			Revised Borrowing Framework Policy and Guidelines approved by Council by 30 June 2018	CFO	Borrowing Framework Policy and Guidelines	Deputy CFO	Reviewed Annually	3								
			Revised Budget policy approved by Council by 30 June 2017	CFO	Budget Policy	Deputy CFO	Reviewed Annually	3								
			Revised Credit Control and Debt Collection policy approved by Council by 30 June 2018	CFO	Credit Control and Debt Collection Policy	Deputy CFO	Reviewed Annually	3								
			Revised Indigent policy approved by Council by 30 June 2018	CFO	Indigent Policy	Deputy CFO	Reviewed Annually	3								
			Revised Investment Framework Policy and Guidelines approved by Council by 30 June 2018	CFO	Rates Policy	Deputy CFO	Reviewed Annually	3								
			Revised Rates policy approved by Council by 30 June 2018	CFO	Tariff Policy	Deputy CFO	Reviewed Annually	2								
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NATIONAL KPA 5 : GOOD GOVERNANCE AND PUBLIC PARTICIPATION

Strategic Priority	Objective	Project Owner	Project	Project Manager	Sub Project	Sub Project Manager	Baseline	Weighting	KPI No.	Key Performance Indicator	Annual Target	Q1 Target - Sept 2017	Q2 Target - Dec 2017	Q3 Target - Mar 2018	Q4 Target - June 2018	Portfolio of Evidence	
6. Uphold good governance and public participation principles	6.1 Drive good governance and legislative compliance in all municipal processes	CFO	Development of IDP document	CFO	Consolidation of directorate inputs	Deputy CFO	Approved 5 year IDP	3	21	Percentage completion of reviewed/demanded 5-year IDP	100%	25%	50%	75%	100%	Acknowledgement of Receipt	
			Compile and annually update the Municipality's Medium Term Income and Expenditure Framework	CFO	Co-ordinate and compile an Operating Budget which is sustainable and affordable to the rate payer/consumer	Deputy CFO	New KPI	6	22	Percentage completion of the MTRF budget 2018/19 aligned to the IDP	Council approved MTRF budget aligned to IDP by 30 May 2017	N/A	N/A	N/A	100%	Council Resolution & Minutes MTRF	
				CFO	Co-ordinate and compile a 3 year Capital Budget which is affordable and in line with the financial modality strategy	Deputy CFO					Council approved draft Capital budget in line with finance modality strategy by 30 May 2017	N/A	N/A	Draft submitted to Council in line with finance modality strategy by 30/05/2018	100%	Council Resolution & Minutes/Budget	
		Development of Top Layer SDBIP	CFO	Consolidation of directorate inputs	Deputy CFO	Jun-17	2	23	Percentage completion of the 2016/2019 SDBIP that is aligned to the IDP	An approved Technical SDBIP that is aligned to the IDP by the 30 June 2016	N/A	N/A	N/A	100%	Approved SDBIP Council Resolution		
			CFO	Performance Management System Implementation	CFO	Consolidation of directorate inputs	Deputy CFO	4 quarterly reports	2	24	Percentage Implementation of the Performance Management System	100% 4 X Quarterly performance assessment reports submitted to council for each quarter.	100% 4 X Quarterly performance assessment reports submitted to council for each quarter.	100% 4 X Quarterly performance assessment reports submitted to council for each quarter.	100% 4 X Quarterly performance assessment reports submitted to council for each quarter.	100% 4 X Quarterly performance assessment reports submitted to council for each quarter.	Signed performance agreements; minutes of assessments; attendance registers
	Municipal manager	Risk Management	CFO	Risk Assessment	Deputy CFO	New KPI	2	25	Number of risk assessment sessions conducted	Produce a quarterly risk report to manage all top 10 cluster risks and keep them within acceptable levels	4	1	2	3	4	Risk Register; Risk Mitigation Plan	
	Municipal manager	Public Participation	CFO	Public Participation	Deputy CFO	New KPI	2	26	Percentage of public participation meetings attended	100%	100%	100%	100%	100%	Attendance Registers (Mayoral Representative Forum, Multi-Stakeholder, Annual Report and Steering committee Communication of audit findings)		
	CFO	Consolidation of directorate inputs	CFO	Operation Clean Audit	Deputy CFO	New KPI	3	27	Percentage response to external audit queries within 2 working days						100%	Communication of audit findings	
	CFO	Consolidation of directorate inputs	CFO	Operation Clean Audit	Deputy CFO	New KPI	3	28	Percentage response to internal audit queries within 5 working days	100%	100%	100%	100%	100%	100%	Communication of audit findings	

K MAPOSA  
CHIEF FINANCIAL OFFICER  
DATE 19-10-17

N S SITHOLE  
MUNICIPAL MANAGER  
DATE 19-10-17

55

## **PERSONAL DEVELOPMENT PLAN (PDP)**

Entered into by and between

**Nqobile Siyabonga Sithole**

["the Employer"]

and

**Khathutshelo Maposa**

["the Employee"]

NSS K.



## 1. Personal Development Plan

- 1.1.1 A Municipality should be committed to –
- (a) the continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and
  - (b) Managing training and development within the ambit of relevant national policies and legislation.
- 1.1.2 A Municipality should follow an integrated approach to Human Resource Management, that is:
- (a) Human resource development forms an integral part of human resource planning and management.
  - (b) In order for training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals and career pathing.
  - (c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs can be identified through performance management and appraisal.
  - (d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached and these should be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.
  - (e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.
- 1.1.3 The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs.
- 1.1.4 Compiling the Personal Development Plan attached at Annexure B.
- (a) Competency assessment instruments, which are dealt with more specifically in main Performance agreement, should be established to assist with the objective assessment of employees' actual competencies against their job specific competency profiles and managerial competencies at a given period in time with the purpose of identifying training needs or skills gaps.
  - (b) The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his / her employee, to **compile a Personal Development Plan**. The identified training needs should be **entered into column on Annexure B, entitled Skills / Performance Gap**. The following should be carefully determined during such a process:
    - (i) Organisational needs, which include the following:
      - o Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
      - o The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job

description should be compared to the current competency profile of the employee to determine the individual's competency gaps.

- Specific competency gaps as identified during the probation period and performance appraisal of the employee.

(ii) Individual training needs that are job / career related.

- (c) The **prioritization of the training needs [1 to 1] should be listed** since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritized for purposes of accommodating critical / strategic training and development needs in the HR Plan, Personal Development Plans and the Workplace Skills Plan.
- (d) Consideration must then be given to the **expected outcomes**, to be listed in **column 2 of Annexure B**, so that once the intervention is completed the impact it had can be measured against relevant output indicators.
- (d) **An appropriate intervention** should be identified to address training needs / skills gaps and the outcome to be achieved but with due regard to cost effectiveness. These should be listed in **column 3 of Annexure B, entitled: Suggested training and / or development activity** in line with the National Qualifications Framework, which could enable the trainee to obtain recognition towards a qualification for training undertaken. It is important to determine through the Training / Human Resource Development / Skills Development Unit within the municipality whether unit standards have been developed and registered with the South African Qualifications Authority that are in line with the skills gap and expected outcomes identified. Unit standards usually have measurable assessment criteria to determine achieved competency.
- (e) **Guidelines regarding the number of training days per employee and the nominations of employees:** An employee should on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training interventions.
- (f) **Column 4 of Annexure B: The suggested mode of delivery** refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity should impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him / her to read e.g. legislation]; internal or external training provision; coaching and / or mentoring and exchange programmes, etc.
- (g) The **suggested time frames (column 5 of Annexure B)** enable managers to effectively plan for the annum e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.
- (h) **Work opportunity created to practice skill / development areas, in column 6 of Annexure B**, further ensures internalisation of information gained as well as return on investment (not just a nice to have skill but a necessary to have skill that is used in the workplace).
- (i) The final column, **column 7 of Annexure B**, provides the employee with a **support person** that could act as coach or mentor with regard to the area of learning.



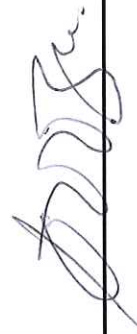
Personal Development Plan of:

Khathutshelo Maposa

Annexure B

1. Skills / Performance Gap (in order of priority)	2. Outcomes Expected (measurable indicators: quantity, quality and time frames)	3. Suggested training and / or development activity	4. Suggested mode of delivery	5. Suggested Time Frames	6. Work opportunity created to practice skill / development area	7. Support Person
GRAP Training	Ability to compile Understand new GRAP standards.	Formal accredited qualification.	Short course in GRAP	June 2018	Update of 2017/18 financial year accounting policies	Municipal Manager

Employee's signature :



Manager's signature:

