

**COLLINS CHABANE
LOCAL MUNICIPALITY**

Since 2016



PERFORMANCE AGREEMENT

2023/2024

Collins Chabane Municipality herein represented by

SHILENGE RICHARD RISENGA,

in his capacity as the Municipal Manager (hereinafter referred to as the Employer
or Supervisor)

and

MALULEKE NYELETI VANECIA,

employee of the Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. Introduction

- 1.1. The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) 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 This agreement does not at all replace the Employment Contract signed between the parties.
- 1.4 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.
- 1.5 The Parties wish to ensure that there is compliance with Sections 57 (4A), 57 (4B) and 57 (5) of the Systems Act.

2. Purpose of this Agreement

The purpose of this Agreement is to:

- 2.2 Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Act as well as the employment contract entered into between the parties
- 2.3 Specify objectives in terms of the key performance indicators 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
- 2.4 Specify accountabilities as set out in a Performance Plan, which forms an Annexure to the Performance Agreement
- 2.5 Monitor and measure performance against set targeted outputs
- 2.6 Use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his job
- 2.7 In the event of outstanding performance, to appropriately reward the employee
- 2.8 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery

3. Commencement and duration

- 3.1. This Agreement will commence on **1 July 2023** and will remain in force until **30 June 2024 (provided the employment contract signed with the employer is still in force)** thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or **any portion thereof**
- 3.2 The parties will review the provisions of this Agreement during June each year
- 3.3 The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than one month after the beginning of each successive financial year
- 3.4 This Agreement will **automatically terminate** on termination of the Employee's contract of employment for any reason
- 3.5 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon
- 3.6 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or Council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised

4. Performance Objectives

- 4.1. The Performance Plan (Annexure A) sets out-
- 4.1.1. Key Performance Areas that the employee should focus on
- 4.1.2. Core competencies required from employees
- 4.1.3. The performance objectives, key performance indicators, projects and targets that must be met by the Employee
- 4.1.4. The time frames within which those performance objectives and targets must be met
- 4.2. The performance objectives, key performance indicators and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include strategic objectives; key performance indicators, targets, projects and activities that may include dates and weightings. A description of these elements follows:
- 4.2.1. The strategic objectives describe the strategic intent of the organisation that needs to be achieved
- 4.2.2. The performance indicators provide the measurement on how a strategic objective needs to be achieved

- 4.2.3. The target dates describe the timeframe in which the work must be achieved
- 4.2.4. The weightings show the relative importance of the key performance areas, key objectives, key performance indicators to each other
- 4.2.5. The activities are the actions to be achieved within a project

5. Performance Management System

- 5.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer
- 5.2. The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required
- 5.3. The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee
- 5.4. The Employee undertakes to actively focus towards the promotion and implementation of the KPA's (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, Key Performance Areas and core Competency Requirements, both of which shall be contained in the Performance Agreement.
 - 5.5.1. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Competency Requirements (CCRs) respectively.
 - 5.5.2. KPA's covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
 - 5.5.3. Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 5.5.4. The Employee's assessment will be based on his performance in terms of the key performance indicator outputs / outcomes identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

| Key Performance Areas | Weighting |
|--|-----------|
| 1. Municipal Transformation and Organisational Development | 30.77% |
| 2. Spatial Rationale | 0 |
| 3. Basic Service Delivery and Infrastructure Development | 3.85% |
| 4. Local Economic Development | 0 |
| 5. Municipal Finance Management and Viability | 53.85% |
| 6. Good Governance and Public Participation | 11.53% |
| Total Weighting | 100% |

5.6. Municipal Manager's responsibilities are directed in terms of the abovementioned key performance areas.

5.7. The CCRs will make up the other 20% of the Employee's assessment score. The following CCRs are deemed to be most critical for the Employee's specific job.

| CORE MANAGERIAL COMPETENCIES: | Weight (75%) |
|--|---------------------|
| Strategic Capability and Leadership | 10 |
| Programme and Project Management | 10 |
| Financial Management(compulsory) | 10 |
| Change Management | 5 |
| Knowledge Management | 10 |
| Service Delivery Innovation | 5 |
| Problem Solving and Analysis | 5 |
| People Management and Empowerment(compulsory) | 10 |
| Client Orientation and Customer Focus(compulsory) | 10 |
| CORE OCCUPATIONAL COMPETENCIES: | Weight (25%) |
| Interpretation of and implementation within the legislative and national policy frameworks | 5 |
| Knowledge of developmental local government | 5 |
| Knowledge of more than one functional municipal field/discipline | 5 |
| Competence as required by other national line sector Departments | 5 |
| Exceptional and dynamic creativity to improve the functioning of the municipality | 5 |
| Total | 100% |

6. Evaluating Performance

6.1. The Performance Plan (Annexure A) to this Agreement sets out:

6.1.1. The standards and procedures for evaluating the Employee's performance

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 strategic objectives and strategies set out in the Employer's IDP

6.5. The Annual performance appraisal will involve:

6.5.1. Assessment of the achievement of results as outlined in the Performance Plan

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA
- (b) Values on actual performance are supplied for KPI's and Activities under each KPA as part of the Institutional Assessment. Based on the Target for an activity or KPI, over or under performance are calculated and converted to the 1-5-point scale. These scores are carried over to the applicable employee's performance plan. During assessment, the employee has a chance to motivate for higher scores. The panel members have a chance to ask questions regarding
- (c) The final scores are converted to % Performance by making use of COGTA Performance Assessment Rating Calculator

6.5.2. Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met
- (b) An indicative rating on the five-point scale should be provided for each CCR
- (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score
- (d) The score is translated to a final CCR percentage through COGTA Performance Assessment Rating Calculator (refer to paragraph 6.5.1)

6.5.3. Overall rating

An overall rating is calculated by using the Performance Assessment Rating Calculator whereby a weighting of 80% is applied to KPA performance and a weighting of 20% to CCR's.

6.6. The assessment of the performance of the Employee by panel members will be based on the following rating scale for KPA's and CCRs:

| The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCs: | | | | |
|---|--|---|--|--|
| 5 | 4 | 3 | 2 | 1 |
| Outstanding Performance | Performance Significantly Above Expectations | Fully Effective | Not Fully Effective | Unacceptable Performance |
| Performance far exceeds the standard expected of an employee at this level. | Performance is significantly higher than the standard expected in the job. | Performance fully meets the standards expected in all areas of the job. | Performance is below the standard required for the job in key areas. | Performance does not meet the standard expected for the job. |

6.7. For purposes of evaluating the annual performance of the Director, an evaluation panel constituted of the following persons must be established –

- 6.7.1. Municipal Manager
- 6.7.2. Chairperson of the Performance Audit Committee or a member of the Performance Audit Committee in the absence of the Chairperson of the Performance Audit Committee;
- 6.7.3. Member of the Executive Committee
- 6.7.4. Mayor or municipal manager from another municipality; and
- 6.7.5. The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

7. Schedule for Performance Reviews

7.1. The performance of each Employee in relation to his Performance Agreement shall be reviewed within the month following the quarters as indicated with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

- First quarter: July – September 2023
- Second quarter: October – December 2023
- Third quarter: January – March 2024
- Fourth quarter: April – June 2024

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

8. Developmental Requirements

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

9. Obligations of the Employer

The Employer shall:

- 9.1. Create an enabling environment to facilitate effective performance by the employee
- 9.2. Provide access to skills development and capacity building opportunities
- 9.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee
- 9.4. On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement
- 9.5. Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him 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
 - 10.1.3. A substantial financial effect on the Employer

10.1.4. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in as soon as is practicable to enable the Employee to take any necessary action without delay

11. Management of Evaluation Outcomes

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

11.2. A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

| % Rating Over Performance % | % Rating Over Performance % Bonus |
|-----------------------------|-----------------------------------|
| 130 - 133.8 | 5% |
| 133.9 – 137.6 | 6% |
| 137.7 – 141.4 | 7% |
| 141.5 - 145.2 | 8% |
| 145.3 – 149 | 9% |
| 150 – 153.4 | 10% |
| 153.5 – 156.8 | 11% |
| 156.9 – 160.2 | 12% |
| 160.2 – 163.6 | 13% |
| 163.7 – 167 | 14% |

11.3. In the case of unacceptable performance, the Employer shall:

11.4. Provide systematic remedial or developmental support to assist the Employee to improve his performance

11.5. 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 duties

12. Dispute Resolution

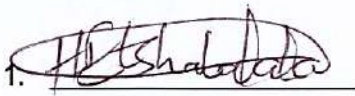
- 12.1. Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee or any other person appointed by the MEC

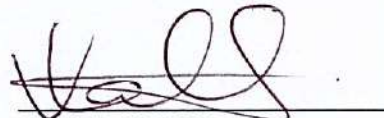
13. General

- 13.1. The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer
- 13.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments
- 13.3. The performance assessment results of the Municipal Manager must be submitted to the MEC responsible for local government in the relevant province as well as the National Minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

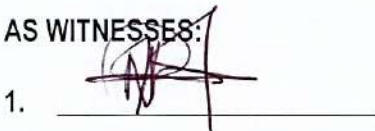
Thus, done and signed at ... Malamulele ... on the 19 day of July 2023

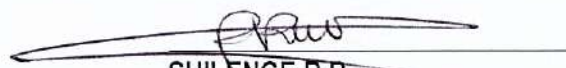
AS WITNESSES:

1. 


MALULEKE N.V
CHIEF FINANCIAL OFFICER

AS WITNESSES:

1. 


SHILENGE R.R
MUNICIPAL MANAGER

**COLLINS CHABANE
LOCAL MUNICIPALITY**
since 2011



ANNEXURE A

PERFORMANCE PLAN

**CHIEF FINANCIAL OFFICER: MALULEKE N.V
2023/24**

TABLE OF CONTENTS

| | |
|--|----|
| 1.LEGISLATION | 2 |
| 2.STRATEGIC OBJECTIVES | 2 |
| 3.KPA 1: INSTITUTIONAL TRANSFORMATION AND DEVELOPMENT | 3 |
| 4.KPA 3: BASIC SERVICE DELIVERY & INFRASTRUCTURE DEVELOPMENT | 5 |
| 5. KPA 5: MUNICIPAL FINANCE MANAGEMENT AND VIABILITY | 6 |
| 6. KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION | 10 |
| 7. PERFORMANCE WEIGHTINGS PER KEY PERFORMANCE AREAS | 11 |
| 8. PERFORMANCE EVALUATION..... | 12 |
| 9. PERFORMANCE ASSESSMENT | 13 |
| 10. PERSONAL DEVELOPMENT PLANS (PDP) | 13 |
| 11. SIGNATURES..... | 13 |

1. LEGISLATION

The following legislation governs the development of the SDBIP and Performance management plan and functions within the Budget and Treasury Office.

a. Legislation Governing the Development of the SDBIP and Performance Contracts of Section 57 Managers

- **Municipal Finance Management Act 56 of 2003 (MFMA)**, requires municipalities to develop Service Delivery and Budget Implementation Plan (SDBIP) and must be signed by the Mayor within 28 days after the budget has been approved.
- **Municipal Systems Act 32 of 2000**, requires municipalities to develop Performance Management Plan that must be reviewed quarterly. The performance management plan must be aligned to the IDP and indicate measurable and realistic targets for each Key Performance Indicator.
- **Performance Regulations, 2006, for managers reporting to the municipal manager and the municipal manger**, outlines the process of the development of Performance agreements. The MFMA, 56 of 2003, further requires that Section 56 manager and municipal manager must develop performance agreement that must be signed by the municipal manager and the Mayor respectively. This Performance plans must be linked to the SDBIP, IDP and Budget.

b. Legislation Governing the departmental Functions:

- The Constitution
- The Municipal System Act, 32 of 2000
- The Municipal Structures Act
- Municipal Finance Management Act 56 of 2003
- Performance regulations of 2006

2. STRATEGIC OBJECTIVES

Chapter two of the IDP indicates Municipal Strategic Objectives which further indicates what the municipality needs to achieve. These strategic objectives were developed to ensure that all National Key Performance Areas are addressed.

Table A: Strategic Objectives are as follows:

| KPA | STRATEGIC OBJECTIVES |
|--|--|
| 1. Municipal Transformation and Organisational Development | Improved governance and administration |
| 2. Spatial Rationale | Integrated spatial and human settlement |
| 3. Basic Service Delivery and Infrastructure Development | Improved access to sustainable basic services and Promote community well-being and environmental welfare |
| 4. Local Economic Development | Integrated Local economy |
| 5. Municipal Finance Management and Viability | Sound Financial Management and Viability |
| 6. Good Governance and Public Participation | Improved governance and administration and Effective Community Participation |

3.KPA 1: INSTITUTIONAL TRANSFORMATION AND DEVELOPMENT

| KPA 1: INSTITUTIONAL TRANSFORMATION AND DEVELOPMENT; KPA WEIGHT =30.77% | | | | | | | | | | | | | |
|--|---|---------------|---|---------------------------------|----------------|--------------|------------|------------|---|--|--|--|---|
| OUTCOME NINE: RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM | | | | | | | | | | | | | |
| OUTPUT 6: ADMINISTRATIVE AND FINANCIAL CAPABILITY | | | | | | | | | | | | | |
| STRATEGIC OBJECTIVE: IMPROVED GOVERNANCE AND ADMINISTRATION | | | | | | | | | | | | | |
| No. | Key Performance Indicators/Measurable Objective | Baseline | Annual Targets | Project Name | Funding Source | Budget 23/24 | Start Date | End Date | 1st Q Target | 2nd Q Targets | 3rd Q Targets | 4th Q Targets | Portfolio of Evidence |
| 01 | To submit departmental inputs to the annual report by 30 June 2024 | New indicator | departmental inputs to the annual report submitted by 30 June 2024 | Annual Report | Own funding | Opex | 01/07/2023 | 30/06/2024 | N/A | Departmental inputs to the annual report submitted | Departmental inputs to the annual report submitted | N/A | Submission proof (E-mail correspondence) |
| 02 | To submit departmental inputs on quarterly SDBIP report by 30 June 2024 | New indicator | Departmental inputs on quarterly SDBIP report submitted by 30 June 2024 | SDBIP Quarterly Report | Own funding | Opex | 01/07/2023 | 30/06/2024 | Departmental inputs on the quarterly SDBIP submitted | Departmental inputs on the quarterly SDBIP submitted | Departmental inputs on the quarterly SDBIP submitted | Departmental inputs on the quarterly SDBIP submitted | Submission proof (E-mail correspondence) |
| 03 | % of departmental managers performance agreements signed by 30 June 2024 | New indicator | 100% of departmental managers performance agreements signed by 30 June 2024 | Managers Performance Agreements | Own funding | Opex | 01/07/2023 | 30/06/2024 | 100% of departmental managers performance agreements signed | N/A | N/A | N/A | Signed performance agreements |
| 04 | Number of performance assessment conducted by 30 June 2024 (middle managers) | New indicator | 1 performance assessment conducted by 30 June 2024 (middle managers) | Performance Assessment | Own funding | Opex | 01/07/2023 | 30/06/2024 | N/A | N/A | Conduct formal mid-year performance assessment | N/A | Performance assessment report |

| | | | | | | | | | | | | | |
|----|--|---------------|---|-------------------------|-------------|------|------------|------------|---|--|--|--|---|
| 05 | To sign performance agreement within one month after the start of the new financial year by 31 July 2023 | New indicator | Performance agreement signed within one month after the start of the new financial year by 31 July 2023 | Performance Agreement | Own funding | Opex | 01/07/2023 | 30/06/2024 | signed performance agreement within one month after the start of the new financial year | N/A | N/A | N/A | signed performance agreement |
| 06 | To provide inputs on back to basic quarterly report prepared by 30 June 2024 | New indicator | Inputs provided on back to basic quarterly report prepared by 30 June 2024 | Back To Basic Quarterly | Own funding | Opex | 01/07/2023 | 30/06/2024 | Departmental inputs on the quarterly back to basic submitted | Departmental inputs on the quarterly back to basic submitted | Departmental inputs on the quarterly back to basic submitted | Departmental inputs on the quarterly back to basic submitted | Submission proof (E-mail correspondence) |
| 07 | Frequent Monitoring of the departmental Attendance Register by 30 June 2024 | New indicator | Weekly Monitoring of the departmental Attendance Register by 30 June 2024 | Attendance Register | Own funding | Opex | 01/07/2023 | 30/06/2024 | Monitoring and Controlling of the departmental attendance register | Monitoring and Controlling of the departmental attendance register | Monitoring and Controlling of the departmental attendance register | Monitoring and Controlling of the departmental attendance register | Controlled and Monitored departmental attendance register |
| 08 | To obtain unqualified AG audit opinion by 31 December 2023 | New indicator | unqualified AG audit opinion obtained by 31 December 2023 | Audit opinion | Own funding | Opex | 01/07/2023 | 30/06/2024 | N/A | Obtaining of unqualified audit opinion | N/A | N/A | Audit report |

4.KPA 3: BASIC SERVICE DELIVERY & INFRASTRUCTURE DEVELOPMENT

| KPA 3: BASIC SERVICE DELIVERY & INFRASTRUCTURE DEVELOPMENT: KPA WEIGHT=3.85% | | | | | | | | | | | | | |
|--|---|---------------|---|---------------------|----------------|--------------|------------|------------|--|--|--|--|---|
| OUTCOME NINE: RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM | | | | | | | | | | | | | |
| OUTPUT 2: IMPROVING ACCESS TO BASIC SERVICES, | | | | | | | | | | | | | |
| OUTPUT 3: IMPLEMENTATION OF THE COMMUNITY WORK PROGRAMME | | | | | | | | | | | | | |
| STRATEGIC OBJECTIVES: IMPROVED ACCESS TO SUSTAINABLE BASIC SERVICES AND PROMOTE COMMUNITY WELL-BEING AND ENVIRONMENTAL WELFARE | | | | | | | | | | | | | |
| No. | Key Performance Indicators/Measurable Objective | Baseline | Annual Targets | Project Name | Funding Source | Budget 23/24 | Start Date | End Date | 1st Q Target | 2nd Q Targets | 3rd Q Targets | 4th Q Targets | Portfolio of Evidence |
| 09 | % of house with access to free basic electricity on quarterly basis by 30 June 2024 | New indicator | 100% house with access to free basic electricity on quarterly basis by 30 June 2024 | Free basic services | Own funding | Opex | 01/06/2023 | 30/06/2024 | 100% house with access to free basic electricity on quarterly basis as per approved beneficiary list | 100% house with access to free basic electricity on quarterly basis as per approved beneficiary list | 100% house with access to free basic electricity on quarterly basis as per approved beneficiary list | 100% house with access to free basic electricity on quarterly basis as per approved beneficiary list | Indigent register ,monthly Eskom billing report |

5. KPA 5: MUNICIPAL FINANCE MANAGEMENT AND VIABILITY

KPA 5: MUNICIPAL FINANCE MANAGEMENT AND VIABILITY KPA WEIGHT =53.85%

OUTCOME NINE: RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM

OUTPUT 6: ADMINISTRATIVE AND FINANCIAL CAPABILITY

STRATEGIC OBJECTIVE: SOUND FINANCIAL MANAGEMENT AND VIABILITY

| No. | Key Performance Indicators/Measurable Objective | Baseline | Annual Targets | Project Name | Funding Source | Budget 23/24 | Start Date | End Date | 1st Q Target | 2nd Q Targets | 3rd Q Targets | 4th Q Targets | Portfolio of Evidence |
|-----|--|---------------|--|--|----------------|--------------|------------|------------|---|---|--|---|--|
| 10 | To updated assets register by 30 June 2024 | New indicator | Assets register updated by 30 June 2024 | Assets register | Own funding | Opex | 01/07/2023 | 30/06/2024 | N/A | N/A | N/A | Assets register updated | Updated assets register |
| 11 | To Submit mid-term budget & performance assessment report to council by 30 June 2024 | New indicator | Mid-term budget & performance assessment report submitted to council by 30 June 2024 | Mid-term budget and assessment report. | Own funding | Opex | 01/07/2023 | 30/06/2024 | N/A | N/A | Mid-term budget and performance report submitted to council for approval | | Minutes of council meeting ,attendance register and council resolution |
| 12 | % of departmental own capital budget spent(Excluding grants) | New indicator | 100% of departmental own capital budget spent(Excluding grants) | capital budget excluding grants | Own funding | Opex | 01/06/2023 | 30/06/2023 | 100% spending on quarterly projected capital budget | 100% spending on quarterly projected capital budget | 100% spending on quarterly projected capital budget | 100% spending on quarterly projected capital budget | Capital expenditure report |

| | | | | | | | | | | | | | |
|----|--|---------------|--|-----------------------------|-------------|------|------------|------------|--|--|--|--|--|
| 13 | % Revenue collected by 30 June 2024 | New indicator | 100% Revenue collected by 30 June 2024 | Revenue Management | Own Funding | OPEX | 01/07/2023 | 30/06/2024 | 100% Quarterly Projected Revenue collected | 100% Quarterly Projected Revenue collected | 100% Quarterly Projected Revenue collected | 100% Quarterly Projected Revenue collected | Revenue collection report |
| 14 | To develop Interim Financial Statement and Submit to Municipal Manager by 30 June 2024 | New indicator | Interim Financial Statement developed and Submitted to Municipal Manager by 30 June 2024 | Interim Financial Statement | Own Funding | OPEX | 01/07/2023 | 30/06/2024 | N/A | N/A | N/A | Interim financial statements | Q3: Interim financial statements |
| 15 | To submit the Annual Financial Statement to AGSA, Treasuries and COGHSTA by 31 August 2023 | New indicator | AFS to AGSA, Treasuries and COGHSTA by 31/08/2023 | AFS | Own Funding | OPEX | 01/07/2023 | 30/06/2024 | AFS submitted | N/A | N/A | N/A | Q1: AFS and Acknowledgements of Submission |
| 16 | To adjust the budget and submit to Council for approval by 28 February 2024 | New indicator | Budget adjustment and approved by Council by 28 February 2024 | Budget adjustment | Own Funding | OPEX | 01/07/2023 | 30/06/2024 | N/A | N/A | Midyear budget adjustment | N/A | Q3: Adjusted budget & Council Resolution |
| 17 | To submit 24/25 draft budget to Council by 31 March 2024 | New indicator | 24/25 Draft Budget Submitted to Council by 31 March 2024 | Draft Budget development | Own Funding | OPEX | 01/07/2023 | 30/06/2024 | N/A | N/A | draft budget submitted | N/A | Q3: Draft Budget and Council Resolution |

| | | | | | | | | | | | | | | |
|----|--|---------------|--|---------------------------------------|-------------|----------------|------------|------------|---|---|---|---|---|---|
| 18 | To submit Final budget by 31 May 2024 | New indicator | 2024/25 Final Budget Submitted to Council by 31 May 2024 | Budget development | Own Funding | OPEX | 01/07/2023 | 30/06/2024 | N/A | N/A | N/A | N/A | Final Budget submitted | Q4: Final Budget & Council Resolution |
| 19 | Number of section 52 report submitted to Council within 30 days after the end of the quarter by 30 June 2024 | New indicator | 4 section 52 report submitted to Council within 30 days after the end of the quarter by 30 June 2024 | Section 52 Reports | Own Funding | OPEX | 01/07/2023 | 30/06/2024 | 1 section 52 report submitted to Council within 30 days after the end of the quarter | 1 section 52 report submitted to Council within 30 days after the end of the quarter | 1 section 52 report submitted to Council within 30 days after the end of the quarter | 1 section 52 report submitted to Council within 30 days after the end of the quarter | 1 section 52 report submitted to Council within 30 days after the end of the quarter | Q1-Q4 Section 52 Reports Submitted in & Council Resolutions |
| 20 | Number of section 71 report submitted to Mayor & Provincial Treasury within 10 days after the end of the Month by 30 June 2024 | New indicator | 12 section 71 report submitted Mayor & Provincial Treasury within 10 days after the end of the Month by 30 June 2024 | Section 71 Reports | Own Funding | OPEX | 01/07/2023 | 30/06/2024 | 3 section 71 report submitted Mayor & Provincial Treasury within 10 days after the end of the Month | 3 section 71 report submitted Mayor & Provincial Treasury within 10 days after the end of the Month | 3 section 71 report submitted Mayor & Provincial Treasury within 10 days after the end of the Month | 3 section 71 report submitted Mayor & Provincial Treasury within 10 days after the end of the Month | 3 section 71 report submitted Mayor & Provincial Treasury within 10 days after the end of the Month | Q1-Q4 71 Reports and Acknowledgement of Receipts |
| 21 | To Purchase & Machinery Plant by 30 June 2024 (tipper truck) | New indicator | Vehicles & Machinery Plant purchased by 30 June 2024 (tipper truck) | Purchasing Vehicles & Machinery Plant | Own Funding | R 1 000 000.00 | 01/07/2023 | 30/06/2024 | Appointment of service provider from a poll | Delivery of the tipper truck | N/A | N/A | N/A | Q:3 Section 72 report and Acknowledgement of Receipts |

| | | | | | | | | | | | | | |
|----|---|---------------|---|------------------------------------|-------------|------------|------------|------------|--|-----|---------------------------------|------------------------------|---|
| 22 | To Procure and install Office Furniture by 30 June 2024 | New indicator | Office Furniture Procured and installed by 30 June 2024 | Procurement of office furniture | Own Funding | R 100 000 | 01/07/2023 | 30/06/2024 | N/A | N/A | Appointment of service provider | Delivery of office furniture | Q1: appointment letter Q2: delivery note |
| 23 | To purchase fleet management system by 30 June 2024 | New indicator | Fleet management system purchased by 30 June 2024 | Tracking System For Motor Vehicles | Own Funding | 540 000.00 | 01/07/2023 | 30/06/2024 | Appointment of service provider and installation of system | N/A | N/A | N/A | Q3: appointment letter Q4: delivery note |

6. KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION

KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION KPA WEIGH=11.53%

OUTCOME NINE: RESPONSIVE, ACCOUNTABLE, EFFECTIVE AND EFFICIENT LOCAL GOVERNMENT SYSTEM

OUTPUT 5: DEEPEN DEMOCRACY THROUGH A REFINED WARD COMMITTEE MODEL

OUTPUT 6: ADMINISTRATIVE AND FINANCIAL CAPABILITY

STRATEGIC OBJECTIVE: IMPROVED GOVERNANCE AND ADMINISTRATION AND EFFECTIVE COMMUNITY PARTICIPATION

| No. | Key Performance Indicators/Measurable Objective | Baseline | Annual Targets | Project Name | Funding Source | Budget 23/24 | Start Date | End Date | 1st Q Target | 2nd Q Targets | 3rd Q Targets | 4th Q Targets | Portfolio of Evidence |
|-----|---|---------------|--|---------------------------------|----------------|--------------|------------|------------|--------------|---------------|---|---|--|
| 24 | % Implementation of 100% recommendations by auditor general by 30 June 2024 | New indicator | 100% Implementation of 100% recommendations by auditor general by 30 June 2024 | Auditor general recommendations | Own funding | Opex | 01/07/2023 | 30/06/2024 | N/A | N/A | Implemented 100% recommendations by auditor general | Implemented 100% recommendations by auditor general | Progress report on the AG action plan |
| 25 | % Implementation of 100% recommendations by internal audit by 30 June 2024 | New indicator | 100% Implementation of 100% recommendations by internal audit by 30 June 2024 | Auditor general recommendations | Own funding | Opex | 01/07/2023 | 30/06/2024 | N/A | N/A | Implemented 100% recommendations by internal audit | Implemented 100% recommendations by internal audit | Progress report on the internal audit action plan |
| 26 | Number of Portfolio Committee meetings held by 30 June 2024 | 12 | 12 portfolio committee meetings held by 30 June 2024 | portfolio committee | Own funding | Opex | 01/07/2023 | 30/06/2024 | 3 | 3 | 3 | 3 | Portfolio Committee Minutes & Attendance Registers |

7. PERFORMANCE WEIGHTINGS PER KEY PERFORMANCE AREAS

The criterion upon which the performance of the employee must be assessed consists of 2 components both of which must be contained in the performance agreement.

The employee will be assessed against both components, with a weight of 80:20 allocated to the Key Performance Areas (KPA) 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 CCR will account for 20% of final assessment.

Table B: WEIGHTING ON KPAs

| KEY PERFORMANCE AREAS | WEIGHT |
|--|--------|
| 1. Municipal Transformation and Organisational Development | 30.77% |
| 2. Spatial Rationale | 0 |
| 3. Basic Service Delivery and Infrastructure Development | 3.85% |
| 4. Local Economic Development | 0 |
| 5. Municipal Finance Management and Viability | 53.85% |
| 6. Good Governance and Public Participation | 11.53% |
| TOTAL WEIGHTING | 100% |

TABLE C: CORE COMPETENCY REQUIREMENTS (CCRs)

| CORE MANAGERIAL COMPETENCIES: | Weight (75%) |
|--|---------------------|
| Strategic Capability and Leadership | 10 |
| Programme and Project Management | 10 |
| Financial Management(compulsory) | 10 |
| Change Management | 5 |
| Knowledge Management | 10 |
| Service Delivery Innovation | 5 |
| Problem Solving and Analysis | 5 |
| People Management and Empowerment(compulsory) | 10 |
| Client Orientation and Customer Focus(compulsory) | 10 |
| CORE OCCUPATIONAL COMPETENCIES: | Weight (25%) |
| Interpretation of and implementation within the legislative and national policy frameworks | 5 |
| Knowledge of developmental local government | 5 |
| Knowledge of more than one functional municipal field/discipline | 5 |
| Competence as required by other national line sector Departments | 5 |
| Exceptional and dynamic creativity to improve the functioning of the municipality | 5 |
| Total | 100% |

8. PERFORMANCE EVALUATION

Performance evaluation will be done in line with section 23(c) of the Performance Regulation of 2006: Performance Regulation of Managers Reporting to the Municipal Manager and the Municipal Manager.

9. PERFORMANCE ASSESSMENT

| | Score | Definition |
|--|-------|---|
| Outstanding Performance | 5 | 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. |
| Performance Significantly Above Expectations | 4 | 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. |
| Fully Effective | 3 | 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. |
| Not Fully Effective | 2 | 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. |
| Unacceptable Performance | 1 | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. |

10. PERSONAL DEVELOPMENT PLANS (PDP)

Section 29 of the Performance Regulation of 2006, requires that managers must develop personal Development Plan that must address all gaps and this plan must be part of the performance agreement.

This performance is signed in line with the Municipal Finance Management Act 56 of 2003. All s57 Managers are required performance plan and sign performance agreements with the accounting officer.

This performance plan serves as an Annexure to the signed Performance Agreement.

11. SIGNATURES

DATE 19-July-2023

CHIEF FINANCIAL OFFICER *N.V*
MALULEKE N.V

DATE 19-07-2023

RR
SHILENGE R.R
MUNICIPAL MANAGER



ANNEXURE B

PERSONAL DEVELOPMENT PLAN

2023/2024

Collins Chabane Local Municipality herein represented by

SHILENGE R.R,

In his capacity as the Municipal Manager (hereinafter referred to as the Employer or Supervisor)

and

MALULEKE N.V,

Employee of the Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

The Aim of the Personal Development Plan (PDP) is to ensure that Employees are skilled to meet Objectives as set out in the Performance Management Agreement as prescribed by legislation. Successful career path planning ensures competent employees for current and possible future positions. It there for identifies, prioritise and implement training needs

Legislative needs taken into account comes from the Municipal Systems Act Guidelines: Generic senior management competency framework and occupational competency profiles, Municipal Finance Management Competency Regulations, such as those developed by the National Treasury and other line sector departments' legislated competency requirements need also be taken into consideration during the PDP process.

2. COMPETENCY MODELLING

The COGTA has decided that a competency development model will consist of both managerial and occupational competencies:

- Managerial competencies should express those competencies, which are generic of all management positions.
- Occupational competence refers to competencies which are job/function specific.

3. COMPILING THE PERSONAL DEVELOPMENT PLAN ATTACHED AS THE APPENDIX

The Municipal Manager, in consultation with the employee is to compile a Personal Development Plan. The PDP has 7 columns that need to be completed. Appendix A serves as the Action Plan for the PDP

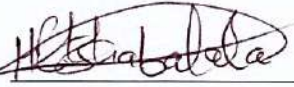
3.1. Table 1: Action Plan for PDP

| 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 |
|---|---|---|------------------------------|-------------------------|---|-------------------|
| Municipal governance | Certificate | Advance certificate :Municipal governance | Training | -+12 months | Managing projects | Municipal manager |
| GIS geographical information system mapping | Certificate | National certificate geography information science | Training | -+12 months | geographical information system mapping | Municipal manager |
| occupational directed education training and development practice | Certificate | National certificate: occupational directed education training and development practice | Training | -+12 months | training and development | Municipal manager |
| Municipal Integrated development planning | Certificate | National certificate :Municipal Integrated development planning | Training | -+12 months | Municipal planning | Municipal manager |
| Monitoring and evaluation | Certificate | Advance certificate :monitoring and evaluation | Training | -+12 months | Monitoring and evaluation projects | Municipal manager |

| | | | | | | |
|---------------------|-------------|---|----------|-------------|---|-------------------|
| Employment equity | Certificate | National certificate organisational transformation and change management | Training | -+12 months | organisational transformation and change management | Municipal manager |
| Contract management | Certificate | Contract management | Training | -+12 months | Managing projects | Municipal manager |
| Project management | Certificate | Project management | Training | -+12 months | Managing projects | Municipal manager |

Thus, done and signed at Malamuleke on the 19 day of July 2023

AS WITNESSES:


1.  _____



CHIEF FINANCIAL OFFICER
MALULEKE N.V

AS WITNESSES:

1.  _____



MUNICIPAL MANAGER
SHILENGE R.R

COLLINS CHABANE
LOCAL MUNICIPALITY
SINCE 2016



ANNEXURE C

FINANCIAL DISCLOSURES

CHIEF FINANCIAL OFFICER: MALULEKE N.V
2023/24

STRICTLY CONFIDENTIAL
Financial Disclosure Form

CONFIDENTIAL

I, the undersigned (surname and initials) Nyeleli Vanecia Maluleke
(Postal address) P.O. Box 459 Giyani

(Residential address) House 617 Section E Giyani
(Position held) Chief financial Officer

(Name of Municipality) Collins Chabane Local Municipality
Tel: 067 413 0916 Fax: _____

Hereby certify that the following information is complete and correct to the best of my knowledge:

1. Shares and other financial interests (Not bank accounts with financial institutions.) See information sheet: note (1)

| Number of shares/Extent of financial interests | Nature | Nominal Value | Name of Company/Entity |
|--|--------|---------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

2. Directorships and partnerships See information sheet: note (2)

| Name of corporate entity, partnership or firm | Type of business | Amount of Remuneration/Income |
|---|----------------------|-------------------------------|
| <u>Maxakadzi furniture</u> | <u>Manufacturing</u> | <u>R500 000 p/a</u> |
| | | |
| | | |

3. Remunerated work outside the Municipality must be sanctioned by Council. See information sheet: note (3)

| Name of Employer | Type of Employment | Amount of Remuneration/Income |
|----------------------------|--------------------|-------------------------------|
| <u>Maxakadzi furniture</u> | <u>Carpenter</u> | <u>R500 000 p/a</u> |
| | | |
| | | |

4. Consultancies and retainerships

See information sheet: note (4)

| Name of client | Nature | Type of business activity | Value of any benefits received |
|----------------|--------|---------------------------|--------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

5. Sponsorships

See information sheet: note (5)

| Source of assistance/sponsorship | Description of assistance/ Sponsorship | Value of assistance/sponsorship |
|----------------------------------|---|---------------------------------|
| | | |
| | | |
| | | |
| | | |

6. Gifts and hospitality from a source other than a family member

See information sheet: note (6)

| Description | Value | Source |
|-------------|-------|--------|
| | | |
| | | |
| | | |

7. Land and property

See information sheet: note (7)

| Description | Extent | Area | Value |
|--|--------|-------------------------|-----------|
| House 29 Hendrik Harsmanshof Avenue, Philip Nel Park | | Philip Nel Park 0269 | R 800 000 |
| | | | |

SIGNATURE OF EMPLOYEE : [Signature]
 DATE : 19/07/2023
 PLACE : Malamulele

OATH/AFFIRMATION

1. I certify that before administering the oath/~~affirmation~~ I asked the deponent the following questions and wrote down her/his answers in his/her presence:

(i) Do you know and understand the contents of the declaration?

Answer YES

(ii) Do you have any objection to taking the prescribed oath or ~~affirmation~~?

Answer NO

(iii) Do you consider the prescribed oath or ~~affirmation~~ to be binding on your conscience?

Answer YES

2. I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

[Signature]
Commissioner of Oath/Justice of the Peace

Full first names and surname: JIMMY NDOY (Block letters)

Designation (rank) Cap Ex Officio Republic of South Africa

Street address of institution HOSPITAL Street

Date 19/07/2023 Place MALAMULELE



CONTENTS NOTED: SHILENGE RR

SIGNATURE : [Signature]

DATE : 19/07/2023

INFORMATION SHEET FOR THE FINANCIAL DISCLOSURE FORM

The following notes is a guide to assist with completing the attached Financial Disclosure form (Appendix C):

1. SHARES AND OTHER FINANCIAL INTERESTS

Designated employees are required to disclose the following details with regard to shares and other financial interests held in any private or public company or any other corporate entity recognized by law:

- The number, nature and nominal value of shares of any type;
- The nature and value of any other financial interests held in any private or public company or any other corporate entity; and
- The name of that entity.

2. DIRECTORSHIPS AND PARTNERSHIPS

Designated employees are required to disclose the following details with regard to directorships and partnerships:

- The name and type of business activity of the corporate entity or partnership/s; and
- The amount of any remuneration received for such directorship or partnership/s.

Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.

Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

3. REMUNERATED WORK OUTSIDE THE PUBLIC SERVICE (ALL REMUNERATED EMPLOYMENT MUST BE SANCTIONED PRIOR TO THE WORK BEING DONE.)

Designated employees are required to disclose the following details with regard to remunerated work outside the public service.

- The type of work;
- The name and type of business activity of the employer; and
- The amount of the remuneration received for such work.

Remuneration means the receipt of benefits in cash or kind.

Work means rendering a service for which the person receives remuneration.

4. CONSULTANCIES AND RETAINERSHIPS

Designated employees are required to disclose the following details with regard to consultancies and retainerships:

- The nature of the consultancy or retainerships of any kind;
- The name and type of business activity, of the client concerned; and
- The value of any benefits received for such consultancy or retainerships.

5. SPONSORSHIPS

Designated employees are required to disclose the following details with regard to sponsorships:

- The source and description of direct financial sponsorship or assistance; and
- The value of the sponsorship or assistance.

6. GIFTS AND HOSPITALITY FROM A SOURCE OTHER THAN A FAMILY MEMBER

Designated employees are required to disclose the following details with regard to gifts and hospitality:

- A description and the value and source of a gift with a value in excess of R350;
- A description and the value of gifts from a single source which cumulatively exceed the value of R350 in the relevant 12-month period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantage that they received from any source e.g. any discount prices or rates that are not available to the general public.

All personal gifts within the family and hospitality of a traditional or cultural nature need not be disclosed.

7. LAND AND PROPERTY

Designated employees are required to disclose the following details with regard to their ownership and other interest's in land and property (residential or otherwise both inside and outside the Republic):

- A description and extent of the land or property;
- The area in which it is situated; and
- The value of the interest.