



**PERFORMANCE AGREEMENT
OF
Mr R.S RUITERS
DIRECTOR INFRASTRUCTURE
FOR THE 2012/13 FINANCIAL YEAR**

PERFORMANCE AGREEMENT

made and entered into by and between

MAFIKENG LOCAL MUNICIPALITY

Between

R.S Ruiters

in his capacity as **Director: Infrastructure**

AND

K.F Rabanye

In his capacity as the **Municipal Manager**

Of

MAFIKENG LOCAL MUNICIPALITY

(the employer)

(Collectively referred to as the "Parties")

For the

FINANCIAL YEAR: 01 July 2012 – 30 June 2013

Mafikeng Local Municipality - 2012/2013

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PERFORMANCE AGREEMENT

Entered into by and between:

The Mafikeng Local Municipality represented by **Ranko Ruiters** in his capacity as **Director: Infrastructure** (hereinafter referred to as the Employee)

And

Kgotso Rabanye in his capacity as the **Municipal Manager** (hereinafter referred to as the Employer).

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") for a period of **5 years**, ending **May 2017**. 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), 57 (4B) and 57 (5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1) (B), (4A, (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 specify objectives and targets established for the Employee and to
Communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 specify accountabilities as set out in the Performance Plan (Annexure A);
- 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 permanent 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 This Agreement will commence on the **01 July 2012** and will remain in force until **30 June 2013** 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 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of the Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of the 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 the performance objectives and targets that must be met by the Employee; and
- 4.1.2 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 and the Budget 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 Employer, management and municipality 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.

6. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS

- 6.1 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.

6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

6.2.1 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 Managerial Competencies (CMS's respectively)

6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

6.2.3 KPA's covering the main areas of work will account for 80% and CMS's will account for 20% of the final assessment.

6.3 The Employee's assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan (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
Basic Service Delivery	60
Municipal Institutional Development and Transformation	10
Local Economic Development	10
Municipal Financial Viability	10
Good Governance and Public Participation	10
Total	100%

6.4 The CMC's will make up the other 20% of the Employee's assessment score. CMC's that are deemed to be most critical for the Employee's specific job should

be selected from the list below as agreed to between the Employer and Employee:

CORE COMPETENCY REQUIREMENT FOR EMPLOYEES		
CORE MANAGERIAL COMPETENCIES (CMC)		WEIGHT
Strategic Capability		5
Programme and Project Management		30
Financial Management	Compulsory	15
Change Management		
Knowledge Management		
Service Delivery Innovation		15
Problem Solving and Analytical Thinking		
People and diversity Management	Compulsory	5
Client Orientation and Customer Focus	Compulsory	5
Communications		
Accountability and Ethical Conduct		10
Policy Conceptualization and Implementation		5
Mediation skills		
Advanced negotiation skills		
Partnerships and stakeholder relations		
Supply Chain Management		10
TOTAL		100%

7. EVALUATION PERFORMANCE

- 7.1 The Performance Plan (Annexure A) to this Agreement sets out-
 - 7.1.1 the standards and procedures for evaluating the Employee's performance; and
 - 7.1.2 the intervals for the evaluation of the Employee's performance.
- 7.2 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.
- 7.3 Personal growth and development needs identified during and 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.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve:
 - 7.5.1 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) An indicative rating on the five-point scale should be provided for each KPA.
 - (c) The applicable assessment rating calculator (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CMC's

Level	Terminology	Description	Rating			
			1	2	3	4
5	Outstanding performance	Performance far exceeds 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 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 achieves all others throughout the year.				
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.				
2	Not fully effective	Performance is below standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.				
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that 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.				

- (a) Each CMC 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 CMC.

- (c) The applicable assessment rating calculator (refer to paragraph 7.5.1) must then be used to add the scores and calculate a final CMC score.

7.5.3 Overall rating

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

- 7.6 The assessment of the performance of the Employee will be based on the following rating scale of KPA's and CMC's.

- 7.7 For purposes of evaluating performance of the employee, an evaluation panel constituted by the following persons will be established to –

- 7.7.1 Chairperson of the Audit Committee
- 7.7.2 Ward Committee member[on a rotational basis],where applicable
- 7.7.3 Member of the Mayoral Committee; and
- 7.7.4 Municipal Manager or his delegate

The **Employee's Performance** shall be evaluated by the Municipal Manager and moderated by the Audit Committee. The Executive Mayor will report to Council.

8. SCHEDULE FOR PERFORMANCE REVIEWS

- 8.1 The performance of each employee in relation to his/her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

1st quarter: Not later than end of third week of October.

2nd quarter: Not later than end of third week of January

3rd quarter: Not later than end of third week of April

4th quarter and annual review: First week of August.

- 8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 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 consulted before any such change is made.
- 8.5 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.

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATION OF THE EMPLOYER

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

11. CONSULTATION

11.1 the Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others-

- 11.1.1 A direct effect on the performance of any of the Employee's functions;
- 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.3 A substantial financial effect on the Employer.

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

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package shall be paid to the Employee in recognition of performance, and subject to an evaluation report provided for in 7.7 supra.

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

FINAL SCORE	BONUS AMOUNT
150% - above	10 - 14% of inclusive annual Package
130% - 149%	5 - 9% of inclusive annual Package
Below 129%	0% Bonus

- 12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (End of financial year) subject to a fully effective assessment

12.4 In the case of unacceptable performance, the Employer shall-

- 12.4.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.4.2 after appropriate performance counseling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 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 –

- 13.1.1 the parties to the agreement within thirty [30] receipt of a formal dispute from the Employee; or
- 13.1.2 The Executive Mayor within thirty [30] days of receipt of a formal dispute from the Employee; or
- 13.1.3 Any other person appointed by the Mayor.

13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the contract of Employment shall apply.

14. GENERAL

- 14.1 The contents of this agreement and the outcome of any review conducted in terms of this of Annexure A may be made available to the public by the employer,
- 14.2 Nothing in this agreement diminishes the obligation, 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.

Thus done and signed at _____ on this _____ day of _____
2012.

AS WITNESSES

1. _____

2. _____

R.S RUITERS
DIRECTOR: INFRASTRUCTURE

Signed at **MAFIKENG** on this _____ day of _____ 2012.

AS WITNESSES

1. _____

2. _____

K.RABANYE
MUNICIPAL MANAGER

ANNEXURE A: PERFORMANCE PLAN

	KPA: BASIC SERVICE DELIVERY AND INFRASTRUCTURE INVESTMENT											
Performance Objective	Weighting		Key Performance Indicator	Baseline	Annual Target	Budget	Quarterly Targets				Evidence	Means of Verification
	PO	KPI					Q1	Q2	Q3	Q4		
To facilitate the provision water and sanitation to rural and urban of areas		3	Integrated Infrastructure Master Plan developed	-	June 2013	R 1 m				Plan developed	Approved Copy of the Plan	Signed off by accounting officer
		2	Number of Households provided with portable water	13000 h/h provided	13000	R68.711 m	13000	13000	13000	13000	Report	Signed off by accounting officer
		3	Water Sector Plan(WSDP) developed and approved	2010 draft WSDP developed	Jun-13	-	25%	50%	75%	Final Document	Coy of the Plan	Signed off by accounting officer
		3	No. of water meters replaced	153 meters replaced	2500 meters June 2013	R1,5m	500	695	695	610	Inspection Report	Signed off by accounting officer
		3	Water conservation Demand Management Plan Approved	-	June 2013	R500 000	Sourcing Funds	Service Level Agreement	Consultations	Approved	Resolution of Council	Signed off by accounting officer
		2	Number of Households Provided with free basic water(rural areas)	22000 households provided during 2011/12	22000	R 2,95m	22000	22000	22000	22000	Council Report	Signed off by accounting officer
Provide sanitation (Operations and Maintenance)		2	Number of Households Provided with access to basic house sewer connections	All 13000h/h provided	13000	R 20,808m	13000	13000	13000	13000	Infrastructure Report	Signed off by accounting officer
		2	Mega liters of waste discharged that meets waste discharge standards	20.4ml per day treated during 2011/12	20,4 MI per day		20,4 MI per day	20,4 MI per day	20,4 MI per day	20,4 MI per day	Infrastructure Reports	Signed off by accounting officer

Performance Objective	Weighting		Key Performance Indicator	Baseline	Annual Target	Budget	Quarterly Targets				Evidence	Means of Verification
	PO	KPI					Q1	Q2	Q3	Q4		
To Construct, Upgrade and Maintain Roads			Length of road and stormwater upgraded from gravel to surface at - Schoongesicht, Setlopo, Dithakong, TsaGaSehuba&Matlho nyane	Rural roads upgrade in Lotlhakane, Mooipan to Nooitgedacht attend to	3,6 Km by March 2013	R 4m	Site establishment, contracting	Construction of the roads bed and subgrade layer	Construction of the Sub-base and Construction of the base-course and surfacing	Project hand over	Infrastructure Reports	Signed off by accounting officer
			Provision of a tar road from Kaalpan to Nooitgedacht (Phase 2)	Phase 1 started during 2011/12 Financial Year	1.2 km. of access road by 30 December 2012	R 2m	Appointment of a contractor and consultant	Construction of the structural layers including surfacing	Project Hand Over	-	Infrastructure Reports	Signed off by accounting officer
			Provision of a tar road in ward 23 (phase 2)	Phase 1 completed during 2011/12 Financial Year	2,5 km. of road to be completed by 30 March 2013	R 7.6m	Site establishment, contracting	Construction of the roads bed and subgrade layer	Construction of the Sub-base and Construction of the base-course and surfacing	Project hand over	Infrastructure Reports	Signed off by accounting officer
			Length of internal roads (urban) patched and resealed	Internal roads attended to during 2011	5,25km by June 2013	R 13,578 m	1,2 km.	1.75 km.	1,3 km.	1 km.	Infrastructure Reports	Signed off by accounting officer
			Number of Street names replaced	None	100		10	30	30	30		Signed off by accounting officer

Performance Objective	Weighting		Key Performance Indicator	Baseline	Annual target	Budget	Quarterly Targets				Evidence	Means of Verification
	PO	KPI					Q1	Q2	Q3	Q4		
To Construct, Upgrade and Maintain Roads			Length of internal roads (rural) regravelled	Rural roads upgraded in Lotlhakane, Mooipan to Nooitgedacht	6.7kms by June 2013 (Magogoe Central – 2.3km, Tontonyane access road – 1.5km, Tshunyane access road – 0.8 km, Extension 38 – 1.1km)		2.3km	1.5km	0.8km	1.1km	Infrastructure report	Signed off by accounting officer
			Km of Roads and Storm-water upgraded in Magelelo, Phadima, MadibeMakgabane&Kabe Phase II	Phase 1 completed	Km completed by June 2013	R 5.6m	Site establishment, contracting	Construction of the roads bed and subgrade layer	Construction of the Sub-base, base-course and surfacing	Project hand over	Infrastructure Reports	Signed off by accounting officer
			Kilometers of roads rehabilitated in Montshioa	Some roads were rehabilitated during 2011/12	Km completed by June 2013	R 4m	Site establishment, contracting	Construction of the roads bed and subgrade layer	Construction of the Sub-base, base-course and surfacing	Project hand over	Infrastructure Reports	Signed off by accounting officer
			Kilometers of roads upgraded in ward 12	Some roads were upgraded in ward 12	Km completed by June 2013	R 3.5m	Site establishment, contracting	Construction of the roads bed and subgrade layer	Construction of the Sub-base, base-course and surfacing	Project hand over	Infrastructure Reports	Signed off by accounting officer
			Kim of roads provided at Magogoe koi-koi ward 22– Phase I	-	... km. of road to be completed by June 2013	R 8.4m	Site establishment, contracting	Construction of the roads bed and subgrade layer	Construction of the Sub-base, base-course and surfacing	Project hand over	Infrastructure Reports	Signed off by accounting officer
			Completion of a bridge in Tontonyane (phase 2)	Phase1 completed in 2010/11	1 bridge by March 2013	R 3,4m	Site establishment, contracting	Construction of the roads bed and subgrade layer	Construction of the Sub-base, base-course and surfacing	Project hand over	Certificate of completion	Signed off by accounting officer

			Construction of bridges between Dithakong&Ditshilo (Ward 23)	-	2 Bridges to be constructed by March 2013	R 5m	Site establishment, contracting	Construction of the roads bed and subgrade layer	Construction of the Sub-base, base-course and surfacing	Project hand over	Certificate of completion	Signed off by accounting officer
			Construction of a bridge and internal roads between Ramoile section and Phatsima	-	1 bridge and 4km. Of internal roads by March 2013	R 5m	Site establishment, contracting	Construction of the roads bed and subgrade layer	Construction of the Sub-base, base-course and surfacing	Project hand over	Certificate of completion	Signed off by accounting officer
Maintain storm water			Storm water master plan developed	Draft in place	By June 2013	R 1m	Appointment of the service provider	Storm water drainage analysis	Report and Completion	Adoption of the plan	Copy of the plan and Council Resolution	Signed off by accounting officer
			Kilometers of storm water maintained	Adhoc	25kms	R500 00	5km	10km	5km	5km	Infrastructure report	Signed off by accounting officer

Performance Objective	Weighting		Key Performance Indicator	Baseline	Annual Target	Budget	Quarterly Targets				Evidence	Means of Verification
	PO	KPI					Q1	Q2	Q3	Q4		
Facilitate Provision of Energy			Number of reports on the facilitation of the commissioning of 11kv bulk electrical link line submitted	-	2 reports	R 2216736.33	1 report	Report	-	-	Copies of reports	Signed off by accounting officer

			Number of reports on rural households electricity connections submitted	Some wards were provided with electricity during 2012/12	4 reports by Jun 2013 (1112 connections at Imperial Reserve Ext 38 RDP Phase 1 (Ward 8), 150 connections at 600 – Ramatlabama (Ward 3), 200 connections at Bethel (Ward 25), 78 connections at Mabudutshwane (Ward 2), 242 connections at Majemantsho Ext (Ward 21), 376 connections at Makhubung Ext Phase 2 (Ward 1), 169 connections at Makouspan – Mandela Park, 20 connections at Mafikeng Farms 1 - Dimorogwane Farms (Ward 3), 25 connections at Mafikeng farms 2 - Vrede (Ward 24), 25 connections at Mafikeng farms 3 - Gelukspan (Ward 25), Infill's at Ward 4)	ESKOM funds	1 report	1 report	1 report	1 report	Completion certificate	Signed off by accounting officer
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			Number of households provided with free electricity	9000	9000	R 2 700 000.00	9000	9000	9000	9000	FBS report	Signed off by accounting officer
			Construction of Solar Plants facilitated	-	at Ward 2 (Mmabatho Town and Townlands), 27 (Rooigrond), 4 (Ottoshoop) by April 2013	R 16 000 000 (investor)	Consultations	1 st phase starts	Report		Report	Signed off by accounting officer
			Application for installation of solar geysers to RDP and other households	None	By December 2012	Operational	Appointment of the service provider and submission of application		-	-	Copy of application and confirmation of receipt by Eskom	Signed off by accounting officer
			Public Light master Plan developed	No plan in place	September 2012		Public light master plan				Copy of the master plan	Signed off by accounting officer
			Streetlights in Mmabatho, Mafikeng (Libertus& Golf View), Montshioa, Danville and all main roads coming in and out of town rehabilitated	2250	7500 by December 2012	R 5m	Appointment of the service provider	All targeted areas rehabilitated			Report	Signed off by accounting officer
			Number of reports on maintenance of public lights submitted	Adhoc	4 reports by June 2013	-	1 report	1 report	1 Report	1 report	Copies of Reports	Signed off by accounting officer
			Number of reports on maintenance of traffic lights submitted	-	30	-	1 report	1 report	1 Report	1 report	Report	Signed off by accounting officer

Performance Objective	Weighting		Key Performance Indicator	Baseline	Annual Target	Budget	Quarterly Targets				Evidence	Means of Verification
	PO	KPI					Q1	Q2	Q3	Q4		
Facilitate Provision of Energy			Number of High Mast Lights installed (Ward 26 (MadibeGaKubu) and Ward 11 (Mococeng, Seweding, PholaLomanyane and Majemantsho)	-	21 lights by September 2012 (MadibeGaKubu) and Ward 11 (Mococeng, Seweding, Phola Lomanyane and Majemantsho) by September 2012	R 7,4m	21 lights by September 2012	-	-	-	Completion certificate	Signed off by accounting officer
Provide and maintain community infrastructure			Multi-purpose Centers Built in 4,6 and 25	New	3 By December 2012	R 12m	Appointment service provider	Construction	-	-	Completion Certificate	Signed off by accounting officer
			Danville Stadium Upgraded	Exists	March 2013	R 5m	Appointment of a service provider	25% completion	50% completion	Completion	Completion Certificate	Signed off by accounting officer

KPA: INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION

Generic Management Functions

Performance Objective	Weighting		Key Performance Indicator	Baseline	Annual Target	Budget	Quarterly Targets				Evidence	Means of Verification
	PO	KPI					Q1	Q2	Q3	Q4		
Promote Communication			Workshop held to communicate municipal IDP within the department	-	September 2012	Operational	Worksh op held by August 2012	-	-	-	Signed attendance registers and copies of presentations	Signed off by Accounting Officer
			Workshop held communicate the Top Layer and Technical SDBIP within the department		September 2012	Operational	Worksh op held by August 2012				Signed attendance registers and copies of presentations	Signed off by Accounting Officer

			Number of departmental contributions (articles) towards municipal newsletter		4	Operational	1	1	1	1	Copies of municipal newsletter with four articles featuring departmental programmes	Signed off by Accounting Officer
Promote Planning and performance management			Number of departmental meetings held		4	Operational	1	1	1	1	Signed attendance register and agenda of meetings	Signed off by Accounting Officer
			Departmental 2013/14 technical SDBIP submitted	2011/12 SDBIP submitted	May 2013	Operational	-	-	-	SDBIP submitted	Copy of the 2013/14 Technical SDBIP	Signed off by Accounting Officer
			Number of quarterly performance reports submitted	4 reports were submitted	4 quarterly reports	Operational	1 report	1 report	1 report	1 report	Copies of reports	Signed off by Accounting Officer
			Number of departmental annual performance report submitted	2010/11 annual report submitted	1 annual report by June 2013	Operational			Draft report	Final report	Copy of a report	Signed off by Accounting Officer
			Number of individual performance assessments conducted and submitted	-	4 assessments reports	Operational	1 assessment report	1 assessment report	1 assessment report	1 assessment report	Copies of assessments report	Signed off by Accounting Officer
			Number of formal performance assessment and feedback sessions held with immediate reports	-	4	Operational	1	1	1	1	Report signed by the director and immediate report indicating that performance assessment sessions took place	Signed off by Accounting Officer
Achieve positive employee climate			Departmental Team Building exercise held		December 2012	Operational		100%			Report of departmental team building exercise	Signed off by Accounting Officer
			Percentage of overtime claims reduced	Overtime to be worked at the budget compilation	30%	Operational	30%	30%	30%	30%	Report	Signed off by the MM

KPA: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

Generic Management Functions

Performance Objective	Weighting		Key Performance Indicator	Baseline	Annual Target	Budget	Quarterly Targets				Evidence	Means of Verification
	PO	KPI					Q1	Q2	Q3	Q4		
Promote sound and sustainable financial management			Date of submission of MFMA compliant multi-year budget to budget office	2012/13 multi-year budget submitted	30 November 2012	Operational	-	30 November 2012	-	-	Copy of a submitted budget	Signed off by Accounting Officer
			% capital budget actually spent on capital project identified for the financial year.		100%	Operational	100%	100%	100%	100%	Expenditure report	Signed off by Accounting Officer
			% expenditure on operating budget not exceeding budgeted amount.		100%	Operational	100%	100%	100%	100%	Expenditure report	Signed off by Accounting Officer

KPA: LOCAL ECONOMIC DEVELOPMENT

Generic Management Functions

Performance Objective	Weighting		Key Performance Indicator	Baseline	Annual Target	Budget	Quarterly Targets				Evidence	Means of Verification
	PO	KPI					Q1	Q2	Q3	Q4		
Promote Local Economic Development			Number of EWP beneficiaries engaged	500 EPWP beneficiaries where engaged during 2011/12	400	Operational	400				Engagement report	Signed off by Accounting Officer
			Number of jobs created through the implementation of MIG projects		500				500		Report	Signed off by Accounting Officer

KPA: GOOG GOVERNANCE

Generic Management Functions

Performance Objective	Weighting		Key Performance Indicator	Baseline	Annual Target	Budget	Quarterly Targets				Evidence	Means of Verification
	PO	KPI					Q1	Q2	Q3	Q4		
Promote Good governance			% internal and external audit queries resolved		100%	Operational	100%	100%	100%	100%	Reports	

CORE MANAGEMENT COMPETENCIES

The competency level will be assessed according to the extent to which specified standards have been met.

Competency	Definition	Standards
Strategic Capability and Leadership	Must be able to provide a vision, set the direction for the municipality and inspire others in order to deliver on the municipality's mandate.	<ul style="list-style-type: none"> Evaluates all activities to determine value added and alignment with the organizations' strategic goals Displays and contributes in-depth knowledge to strategic planning at the organizational level. Ensure alignment of strategies across various functional areas to the organization strategy Defines performance measures to evaluate the success of organization's strategy Monitors and review strategic plans consistently and takes corrective action to keep plans on track in light of new challenges in the environment Promotes organization's mission and vision to all relevant stakeholders Empowers others to deal with complex and ambiguous situations. Develops and implements risk management. Achieves agreement or consensus in an adversarial environment
Programme and Project Management	Must be able to plan, manage, monitor and evaluate specific activities in order to ensure that policies are implemented and that Local Government objectives are achieved.	<ul style="list-style-type: none"> Manages multiple projects and balances priorities and conflicts between projects based on broader organizational goals. Manages risks across multiple projects by examining total resource requirements and assessing impact of projects on the day-to-day operations. Modifies project approach and budget without compromising the quality of outcomes and the desired results
Financial Management	Must be able to know, understand and comply with the Municipal Finance Management Act No 56 of 2003	<ul style="list-style-type: none"> Takes ownership of key planning, budgeting and forecasting processes and answers questions related to topics within own responsibility. Formulates long term financial plans and resource allocations. Develops and implements systems, procedures and processes in order to improve financial management Advises on policies and procedures regarding asset control. Dynamically allocate resources according to internal and external objectives.
Service Delivery	Must be able to explore and implement new ways of	<ul style="list-style-type: none"> Formulates and implements new ideas throughout the organization. Ensures buy-in from key stakeholders

Competency	Definition	Standards
Innovation	delivering services that contribute to the improvement of municipal processes in order to achieve municipal goals.	<ul style="list-style-type: none"> • Consults and utilizes international best practices in SDI/ • Coaches others on innovation techniques • Inspires service providers to improve delivery of services

Competency	Definition	Standards
People Management and Empowerment	Must be able to manage and encourage people, optimize their outputs and effectively manage relationships in order to achieve the municipality's goals.	<ul style="list-style-type: none"> • Analyses ineffective team and work processes and recommends improvement • Recognizes and rewards desired behaviours and results • Mentors and counsels others • Addresses balance between individual career expectations and organizational needs. • Considers developmental needs of personnel when building teams and assigning tasks. • Establishes an environment in which personnel can maximize their potential.
Client Orientation and Customer Focus	Must be willing and able to deliver services effectively and efficiently in order to put the spirit of customer service (Batho Pele) into practice.	<ul style="list-style-type: none"> • Coaches others about the importance and application of customer and client knowledge. • Fosters an environment in which customer satisfaction is valued and delivered. • Addresses and resolves high risk high profile stakeholder issues. • Takes advantage of opportunities to learn about stakeholders and brings this information to own functional area.
Communication	Must be able to exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence other to achieve the desired outcomes.	<ul style="list-style-type: none"> • Communicates high risk sensitive matters to all relevant stakeholders • Develops well defined communication strategy • Balances political views with organizational needs which communicating differing view points on complex issues. • Communicates with the media without compromising the integrity of the organization
Core Occupational Competencies		
Knowledge of Performance Management and	The ability to support the implementation of performance management and reporting in the	<ul style="list-style-type: none"> • Knowledge and understanding of the legislative framework governing performance management in local government. • Supporting and contributing to the timely preparation, submission and publication of

Reporting	municipality.	<p>statutory reports including annual report, in-year reporting.</p> <ul style="list-style-type: none"> • Ability to interpret the performance information. • Advanced knowledge of performance management issues and concepts. • • Thorough understanding of reporting requirements
Competence in policy conceptualization and implementation	Ability to support and contribute to the formulation of policy and by laws as well as ability to implement, manage and oversee the implementation of policy with the area of responsibility	<ul style="list-style-type: none"> • Ability to analyze regulatory frameworks and various models of policy processes.

ANNEXURE B

PERSONAL DEVELOPMENT PLAN (PDP)

made and entered into by and between

MAFIKENG LOCAL MUNICIPALITY

herein represented by

KGOTSO RABANYE

in his capacity as MUNICIPAL MANAGER

(hereinafter referred to as the “**EMPLOYER**”)

And

RANKO RUITERS

in his capacity as the DIRECTOR INFRASTRUCTURE

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 integrated to 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 Appendix.

- (a) Competency assessment instruments, which are dealt with more specifically in Appendix 1 and 2, 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 1 of Appendix 1, entitled Skills / Performance Gap. The following should be carefully determined during such a process:
 - (i) Organisational needs, which include the following:
 - Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
 - 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) Next, the prioritisation of the training needs (1 to...) 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 Plan and the Workplace Skills Plan.
- (d) Consideration must then be given to the expected outcomes, to be listed in column 2 of Appendix 1, so that once the intervention is completed the impact it had can be measured against relevant output indicators.
- (e) 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 Appendix 1, 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 the skills gap and expected outcomes identified. Unit standards usually have measurable assessment criteria to determine achieved competency.

- (f) 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
- (g) Column 4 of Appendix 1: 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.
- (h) The suggested time frames (column 5 of Appendix 1) 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
- (i) Work opportunity created to practice skill / development areas, in column 6 of appendix 1, further ensures internalization 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).
- (j) The final column, column 7 of appendix 1, 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 the Director: Infrastructure,

Mr R. Ruiters

01 July 2012 to 30 June 2013

Skills / Performance Gab (in order of priority	Outcomes Expected (measurable indicators, quantity, quality and time frames)	Suggested training and development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill / development area	Support Person
1. Municipal financial management.	The Director will be able to manage allocated budget in line with applicable legislation.	Financial management for non- finance Manager.	External service provider.	.3 months	Efficiency in budgeting and budget control.	Senior Manager: Training
2. Supply chain management & Contract Management	Certificate of accreditation	Course contents are directly applicable to job area	Attend block course at accredited institution	Sept 12 – Feb13	Enhanced procurement and policy implementation skills	MM to approve attendance
CPMD	Municipal strategic, leadership , and financial management	Course contents are directly applicable to job area	Attend block course at accredited institution	12 Months	Enhanced leaderships skills	MM to approve attendance