PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MUNICIPALITY OF NDWEDWE,

AS REPRESENTED BY THE MUNICIPAL MANAGER S (56)

SDG KHUZWAYO

MUNICIPAL MANAGER

AND

XNE HLEKWANE

NAME OF DIRECTOR

(EMPLOYEE)

FOR THE FINANCIAL YEAR:

1 AUGUST 2023 – 30 JUNE 2024

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PERFORMANCE AGREEMENT

ENTERED INTO AND BETWEEN:

The Municipality of Ndwedwe herein represented by Disco Khuzwayo in his capacity as Municipal Manager hereinafter referred to as the Employer or Reporting Officer)
and Xolani Hlekwane Employee of the Municipality of Ndwedwe (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 Acts 32 of 2000 ("the System 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 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),4(A), (4B) and (5) of the Systems Acts 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.

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2.3 Specify accountabilities as set out in the Performance Plan.

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/her 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 1 August 2023 and will remain in force until 30 June 2024 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 anytime during the abovementioned period to determine the applicability of the matters agreed upon.

3.5 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.

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4. PERFORMANCE OBJECTIVES

4.1 The Employee Performance Plan (Annexure A) sets out-

4.1.1 The performance objectives and targets that must be met 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 the performance plan (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 weighting.

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, and the attainment of the Municipality of an Unqualified Audit Opinion.

4.5 In instances where the Municipality attains a negative audit outcome and the Employee is responsible for unauthorised, irregular, fruitless or wasteful expenditure, a performance bonus will not be paid to the Employee.

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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 standard 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 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 Competency Framework (CF) 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 the Competency Framework (CF) will account 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 10), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
Basic Service Delivery	5%
Municipal Institutional Development and Transformation	5%
Local Economic Development (LED)	5%
Municipal Financial Viability and Management	80%
Good Governance and Public Participation	5%
Total	100%

6.4 The Competency Framework (CF) will make the other 20% of the Employee's assessment score. The Competency Framework as contained in the Local Government Regulations on Appointment and Conditions of Employment of Senior Managers ,2014 must be used for this purpose. The Regulations state there is no hierarchical connotation to the structure and all competencies are essential to the role of a Senior Manager to influence high performance. All competencies must therefore be considered as measurable and critical in assessing the level of a Senior Manager's performance.

6.5 Competency framework structure

The competencies that appear in the competency framework are detailed below:

COMPETENCY FRAMEWORK FOR EMPLOYEE		
LEADING COMPETENCIES	**DESCRIPTION**	**WEIGHT %**
1. Strategic direction and Leadership	• Impact and influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness	10%
2. People Management	• Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management	10%
3. Financial Management	• Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring	20%
4. Change Leadership	• Change vision and strategy • Process Design and Improvement • Change impact monitoring and evaluation	10%

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5. Governance Leadership	• Policy Formulation • Risk and Compliance Management • Cooperative Governance	10%
CORE COMPETENCIES		**WEIGHT**
1. Moral competencies		10%
2. Planning and organising		10%
3. Analysis and innovation		10%
4. Knowledge and Information Management		5%
5. Communication		5%
TOTAL		**100%**

7. EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure 10) to this Agreement sets out-

7.1.1 The standards and procedures for evaluating Employee's performance; and

7.1.2 The intervals for the evaluation of the Employee's performance.

7.2 Despite the establishment of 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 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.

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.

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(c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the Competency Framework

(a) Each Competency 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 competency.

(c) The applicable assessment rating calculator must then be used to add the scores and calculate a final competency score.

7.5.3 Overall Rating

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

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and the Competency Framework:

LEVEL	TERMINOLOGY	DESCRIPTION	RATING
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicate that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the Performance Agreement and Performance Plan and maintained this in all areas of responsibility throughout the year.	
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.	
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the Performance Agreement and Performance Plan.	
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicate that the employee has achieved below fully effective results against	

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LEVEL	TERMINOLOGY	DESCRIPTION	RATING
		more than half the key performance criteria and indicators as specified in the Performance Agreement 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 below fully effective results against almost all of the performance criteria and indicators as specified in the Performance Agreement 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.	

7.7 For purpose of evaluating the performance of the Municipal Manager (Section 54 employees), an evaluation panel constituted by the following persons will be established-

7.7.1 Executive Mayor or Mayor.

7.7.2 Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee.

7.7.3 Member of the Mayoral or Executive Committee or in respect of a plenary type of Municipality, another member of a Council

7.7. 4 Mayor and/ or Municipal Manager from another Municipality and
Member of a ward committee as nominated by the Executive Mayor or Mayor

7.8 For purposes of evaluating the annual performance of Managers directly accountable to the Municipal Manager (Section 56 employees), an evaluation panel constituted by the following persons will be established-

7.8.1 Municipal Manager.

7.7.2 Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee.

7.7.3 Member of the Mayoral or Executive Committee or in respect of a plenary type Municipality, another member of Council

7.7. 4 Municipal Manager from another Municipality and

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The Manager responsible for Human Resources of the Municipality must provide secretariat services to the Evaluation Panels referred to above.

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:

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

8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.

8.3 Performance feedback must 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 the Performance Plan from time to time for operational reasons on agreement between both parties.

8.5 The Employer may amend the provisions of the Performance Plan whenever the Performance Management System is adopted, implemented, and /or amended as the case may be. 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 development gaps forms part of the Performance Agreement.

10. OBLIGATIONS 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 delegates such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in term of this Agreement; and

10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

11. CONSULTATION

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

i. A direct effect on the performance of any of the Employee's functions.

ii. Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.4 A substantial financial effect on the Employer.

11.2 The employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 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 inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance. In determining the performance bonus, the relevant percentage is based on the overall rating, calculated by using the applicable assessment –rating calculator; provided that –

a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

b) a score of 150% and above is awarded a performance bonus ranging from 10% to 14%

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

12.3.1 Provide systematic remedial of development support to assist the Employee to improve his or her performance; and

12.3.2 After appropriate performance and counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, and performance does not improve, 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 salary increment in the agreement must be mediated by –

(a) In the case of the Municipal Manager, 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 designated by the MEC; and

(b) In the case of the Managers directly accountable to the Municipal Manager, a member of the Municipal Council, provided that such member was not part of the

evaluation panel, within thirty days (30) of receipt of a formal dispute from the employee.

whose decision shall be final and binding on both parties.

14. GENERAL

14.1 The contents of the performance agreement must be made available to the public by the Employer in accordance with the Municipal Finance Management Act, 2003 and Section 46 of the Act.

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

14.3 The performance assessment results of the Municipal Manager must be submitted to the MEC responsible for Local Government in the Province as well as the National Minister responsible for Local Government within fourteen days (14) after the conclusion of the assessment.

Thus, done and signed at NDWEDWE on this the 30 day of August (Month) 2023 (Year)

AS WITNESSES:

1. _____

_____
EMPLOYEE

2. _____

AS WITNESSES:

1. _____

_____
EMPLOYER

2. _____

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CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

1. **Definitions**

In this Schedule "partner" means a person who permanently lives with another person in a manner as if married.

2. **General conduct**

A staff member of a municipality must at all times –

(a) loyally execute the lawful policies of the municipal council;
(b) perform the functions of office in good faith, diligently, honestly and in a transparent manner;
(c) act in such a way that the spirit, purport and objects of section 50 of the Local Government: Municipal Systems Act, Act 32 of 2000 are promoted;
(d) act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
(e) act impartially and treat all people, including other staff members, equally without favour or prejudice.

3. **Commitment to serving the public interest**

A staff member of a municipality is a public servant in a developmental local system, and must accordingly—
(a) implement the provisions of section 50 (2); of the Local Government: Municipal Systems Act, Act 32 of 2000;
(b) foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
(c) promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
(d) obtain copies of or information about the municipality's integrated development plan, and as far as possible within the ambit of the staff member's job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;
(e) participate in the overall performance management system for the municipality, as well as the staff member's individual performance appraisal and reward system, if such exists, in order to maximize the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

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4. **Personal gain**

(1) A staff member of a municipality may not—
(a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or (b) take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.

(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not –

(a) be a party to a contract for –

(i) the provision of goods or services to the municipality; or
(ii) the performance of any work for the municipality otherwise than as a staff member;

(b) obtain a financial interest in any business of the municipality; or

(c) be engaged in any business, trade or profession other than the work of the municipality.

5. **Disclosure of benefits**

(1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.
(2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

6. **Unauthorized disclosure of information**

(1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorized person.

(2) For the purpose of this item "privileged or confidential information" includes any information -
(a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
(b) discussed in closed session by the council or a committee of the council;
(c) disclosure of which would violate a person's right to privacy; or
(d) declared to be privileged, confidential or secret in terms of any law.

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(3) This item does not derogate from a person's right of access to information in terms of national legislation.

7. **Undue influence**

A staff member of a municipality may not –

(a) unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a councilor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;
(b) mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
(c) be involved in a business venture with a councilor without the prior written consent of the council of the municipality.

8. **Rewards, gifts and favors**

(1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for –

(a) persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
(b) making a representation to the council, or any structure or functionary of the council;
(c) disclosing any privileged or confidential information; or
(d) doing or not doing anything within that staff member's powers or duties.

(2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of sub item (1).

9. **Council property**

A staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.

10. **Payment of arrears**

A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from a staff member's salary after this period.

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11. **Participation in elections**

A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

12. **Sexual harassment**

A staff member of a municipality may not embark on any action amounting to sexual harassment.

13. **Reporting duty of staff members**

Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.

14. **Breaches of Code**

Breaches of this Code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(*h*) of this Act

14 A. Disciplinary steps

(1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach.

(2) Such other disciplinary steps may include –

(a) suspension without pay for no longer than three months;
(b) demotion;
(c) transfer to another post;
(d) reduction in salary, allowances or other benefits; or
(e) an appropriate fine.

EMPLOYEE SIGNATURE _____ PRINT NAME _____

EMPLOYER SIGNATURE _____ PRINT NAME _____

ANNEXURE A:

SDBIP - Top Layer (compulsory)

(Attached)

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ANNEXURE B:

Achievement Levels

The achievement levels indicated in the table below serve as a benchmark for appointments, succession planning and development interventions.

- Individuals falling within the Basic range are deemed unsuitable for the role of senior manager, and caution should be applied in promoting and appointing such persons.

- Individuals that operate in the Superior range are deemed highly competent and demonstrate an exceptional level of practical knowledge, attitude and quality. These individuals should be considered for higher positions, and should be earmarked for leadership programs and succession planning.

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

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COMPETENCY DESCRIPTIONS:

Cluster	Leading Competencies
Competency Name	Strategic Direction and Leadership
Competency Definition	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand institutional and departmental strategic objectives, but lacks the ability to inspire others to achieve set mandate • Describe how specific tasks link to institutional strategies but has limited influence in directing strategy • Has a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole • Demonstrate a basic understanding of key decision makers	• Give direction to a team in realising the institution's strategic mandate and set objectives • Has a positive impact and influence on the morale, engagement and participation of team members • Develop actions to execute and guide strategy implementation • Assist in defining performance measures to monitor the progress and effectiveness of the institution • Displays an awareness of institutional structures and political factors • Effectively communicate barriers to execute relevant parties • Provide guidance to all stakeholders in the achievement of the strategic mandate • Understanding the aim and objectives of the institution and relate it to own work	• Evaluate all activities to determine value and alignment to strategic intent • Display in-depth knowledge and understanding of strategic planning • Align strategy and goals across all functional areas • Actively define performance measures to monitor the progress and effectiveness of the institution • Consistently challenge strategy plans to ensure relevance • Understand institutional structures and political factors, and the consequences of actions • Empower others to follow strategic direction and deal with complex situations • Guide the institution through complex and ambiguous concern • Use understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances	• Structure and position the institution to local government priorities • Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework • Hold self-accountable for strategy execution and results • Provide impact and influence through building and maintaining strategic relationships • Create an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actions • Integrate various systems into a collective whole to optimise institutional performance management • Uses understanding of competing interests to manoeuvre successfully to a win/win outcome

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Cluster	Leading Competencies
Competency Name	People Management
Competency Definition	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Participate in team goal setting and problem solving. • Interact and collaborate with people of diverse backgrounds. • Aware of guidelines for employee development, but requires support in implementing development initiatives	• Seek opportunities to increase team contribution responsibility. • Respect and support the diverse nature of others and be aware of the benefits of a diverse approach. • Effectively delegate tasks and empower others to increase contribution and execute functions optimally. • Apply relevant employee legislation fairly and consistently. • Facilitate team goal-setting and problem-solving. • Effectively identify capacity requirements to fulfil the strategic mandate	• Identity ineffective team and work processes and recommend remedial interventions. • Recognize and reward effective and desired behavior. • Provide mentoring and guidance to others in order to increase personal effectiveness. • Identity development and learning needs within the team. • Build a work environment conducive to sharing, innovation, ethical behaviour and professionalism • Inspire a culture of performance excellence by giving and constructive feedback to the team • Achieve agreement or consensus in adversarial environment • Lead and unite diverse teams across divisions to achieve institutional objectives	• Develop and incorporate best practice people management processes, approaches and tools across the institution. • Foster a culture of discipline, responsibility and accountability. • Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution. • Develop comprehensive integrated strategies and to human capital development and management • Actively identify trends and predict capacity requirements to facilitate unified transition and performance management

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Cluster	Leading Competencies
Competency Name	Program and Project Management
Competency Definition	Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Initiate projects after approval from higher authorities • Understand procedures of program and project management methodology, and stakeholder involvement • Understand the rational of projects in relation to the institution's strategic objectives • Document and communicate factors and risks associated with own work • Use results and approaches of successful project implementation as guide	• Establish broad stakeholder involvement and communicate the project status and key milestones • Define the roles and responsibilities of the project team and create clarity around expectations • Find a balance between project deadline and the quality of deliverables • Identify appropriate project resources to facilitate the effective completion of the deliverables • Comply with statutory requirements and apply policies in a consistent manner • Monitor progress and use of resources and make needed adjustments to timelines, steps, and resource allocation	• Manage multiple programs and balance priorities and conflicts according to institutional goals • Apply effective risk management strategies through impact assessment and resource requirements • Modify project scope and budget when required without compromising the quality and objectives of the project • Involve top-level authorities and relevant stakeholders in seeking project buy-in • Identity and apply contemporary project methodology • Influence and motivate project team to deliver exceptional results • Monitor policy implementation and apply procedures to manage risks	• Understand and conceptualise the long-term implications of desired projects outcomes • Direct a comprehensive strategic macro and analysis and scope project accordingly to realise institutional objectives • Consider and initiate project focus on achievement of long-term objectives • Influence people in positions of authority to implement outcomes of projects • Lead and direct translation of policy into workable actions plans • Ensures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made needed

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Cluster	Leading Competencies
Competency Name	Financial Management
Competency Definition	Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand basic financial concepts and methods as they relate to institutional processes and activities • Display awareness into the various sources of financial data, reporting mechanisms financial governance, processes and systems • Understand the importance of financial accountability • Understand the importance asset control	• Exhibit knowledge of genera financial concepts, planning, budgeting, and forecasting and how they interrelate • Assess, identify and manage financial risks • Assume a cost-saving approach to financial management • Prepare financial report based on specified formats • Consider and understand the financial Implications of decision and suggestions • Ensure that delegation and instructions as required by National Treasury guidelines are reviewed and updated • Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget	• Take active ownership of planning, budgeting, and forecast processes and provides credible answers to queries within own responsibility • Prepare budgets that are aligned to the strategic objectives of the institution • Address complex budgeting and financial management concerns • Put system and processes in place to enhance the quality and integrity of financial management practices • Advise on policies and procedures regarding asset control • Promote National Treasury's regulatory framework for Financial Management	• Develop planning tools to assist in evaluating and monitoring future expenditure trends • Set budget frameworks for the institution • Set strategic direction for the institution on expenditure and other financial processes • Build and nurture partnerships to improve financial management and achieve financial savings • Actively identify and implement new methods to improve asset control • Display professionalism in dealing with financial date and processes

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Cluster	Leading Competencies
Competency Name	Change Leadership
Competency Definition	Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display an awareness of change interventions, and the benefits of transformation initiatives • Able to identify basic needs for change • Identify gaps between the current and desired state • Identify potential risk and challenges to transformation, including resistance to change factors • Participate in change programs and piloting change interventions • Understand the impact of change interventions on the institution within the broader scope of local government	• Perform an analysis of the change impact on the social, political and economic environment • Maintain calm and focus during change • Able to assist team members during change and keep them focus on the deliverables • Volunteer to lead change efforts outside of own work team • Able to gain buy-in and approval for change for relevant stakeholders • Identify change readiness levels and assist in resolving resistance to change factors • Design change interventions that are aligned with the institution's strategic objectives and goals	• Actively monitor change impact and result and convey progress to the relevant stakeholders • Secure buy- in and sponsorship for change initiative • Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness • Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change • Take the lead in impactful change programs • Benchmark change interventions against best change practices • Understand the impact and psychology of change, and put remedial interventions in place to facilitate effective transformation • Take calculated risk and seek new ideas from best practice scenarios, and identify the potential for implementation	• Sponsor change agents and create a network of change leaders who support the interventions • Actively adapt current structures and processes to incorporate the change interventions • Mentor and guide team members on the effects of change, resistance factors and how to integrate change • Motivate and inspire others around change initiatives

Cluster	Leading Competencies

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Competency Name	Governance Leadership
Competency Definition	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements • Understand the structure of cooperative government but requires guidance on fostering workable relationship between stakeholders • Provide input into policy formulation	• Display a thorough understanding of governance and risk and compliance factors and implement plans to address these • Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution • Actively drive policy formulation within the institution to ensure the achievement of objectives	• Able to link risk initiatives into key institutional objectives and drivers • Identify, analyse and measure risk, create valid risk forecasts, and map risk profiles • Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives • Demonstrate a thorough understanding of risk retention plans • Identify and implement comprehensive risk management systems and processes • Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement	• Demonstrate a high level of commitment in complying with governance requirements • Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework • Able to advise Local Government on risk management strategies, best practice interventions and compliance management • Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government • Able to shape, drive the formulation of policies on a macro level

Cluster	Core Competencies

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Competency Name	Moral Competence
Competency Definition	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence

ACHIEVEMENT LEVELS

BASIC	COMPETENT	ADVANCED	SUPERIOR
• Realise the impact of acting with integrity, but requires guidance and development in implementing principles • Follow the basic rules and regulations of the institution • Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent	• Conduct self in alignment with the values of Local Government and the institution • Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver • Actively report fraudulent activity and corruption within local government • Understand and honour the confidential nature of matters without seeking personal gain • Able to deal with situations of conflict of interest promptly and in the best interest of local government	• Identify, develop, and apply measures of self-correction • Able to gain trust and respect through aligning actions with commitments • Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders • Present values, beliefs and ideas that are congruent with the institution's rules and regulations • Takes an active stance against corruption and dishonesty when noted • Actively promote the value of the institution to internal and external stakeholders • Able to work in unity with a team and not seek personal gain • Apply universal moral principles consistently to achieve moral decisions	• Create an environment conducive of moral practices • Actively develop and implement measures to combat fraud and corruption • Set integrity standards and shared accountability measures across the institution to support the objectives of local government • Take responsibility for own actions and decisions, even if the consequences are unfavourable

Cluster	Core Competencies

Competency Name	Planning and Organising
Competency Definition	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Able to follow basic plans and organise tasks around set objectives • Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans • Able to follow existing plans and ensure that objectives are met • Focus on short-term objectives in developing plans and actions • Arrange information and resources required for a task, but require further structure and organisation	• Actively and appropriately organise information and resources required for a task • Recognise the urgency and importance of tasks • Balance short and long-term plans and goals and incorporate into the team's performance objectives • Schedule tasks to ensure they are performed within budget and with efficient use of time and resources • Measures progress and monitor performance results	• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities, and assign appropriate resources for successful implementation • Identify in advance required stages and actions to complete tasks and projects • Schedule realistic timelines, objectives and milestones for tasks and projects • Produce clear, detailed and comprehensive plans to achieve institutional objectives • Identify possible risk factors and design and implement appropriate contingency plans • Adapt plans in light of changing circumstances • Prioritise tasks and projects according to their relevant urgency and importance	• Focus on broad strategies and initiatives when developing plans and actions • Able to project and forecast short, medium and long term requirements of the institution and local government • Translate policy into relevant projects to facilitate the achievement of institutional objectives

Cluster	Core Competencies

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Competency Name	Analysis and Innovation
Competency Definition	Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand the basic operation of analysis, but lack detail and thoroughness • Able to balance independent analysis with requesting assistance from others • Recommend new ways to perform tasks within own function • Propose simple remedial interventions that marginally challenges the status quo • Listen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking.	• Demonstrate logical problem solving techniques and approaches and provide rationale for recommendations • Demonstrate objectivity, insight, and thoroughness when analysing problems • Able to break down complex problems into manageable parts and identify solutions • Consult internal and external stakeholders on opportunities to improve processes and service delivery • Clearly communicate the benefits of new opportunities and innovative solutions to stakeholders • Continuously identify opportunities to enhance internal processes • Identify and analyse opportunities conducive to innovative approaches and propose remedial intervention.	• Coaches team members on analytical and innovative approaches and techniques • Engage with appropriate individuals in analysing and resolving complex problems • Identify solutions on various areas in the institution • Formulate and implement new ideas throughout the institution • Able to gain approval and buy-in for proposed interventions from relevant stakeholders • Identify trends and best practices in process and service delivery and propose institutional application • Continuously engage in research to identify client needs.	• Demonstrate complex analytical and problem solving approaches and techniques • Create an environment conducive to analytical and fact-based problem-solving • Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence • Create an environment that fosters innovative thinking and follows a learning organisation approach • Be a thought leader on innovative customer service delivery, and process optimisation • Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences

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Cluster	Core Competencies

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Competency Name	Knowledge and Information Management		
Competency Definition	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government		
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Collect, categorise and track relevant information required for specific tasks and projects • Analyse and interpret information to draw conclusions • Seek new sources of information to increase the knowledge base • Regularly share information and knowledge with internal stakeholders and team members	• Use appropriate information systems and technology to manage institutional knowledge and information sharing • Evaluate data from various sources and use information effectively to influence decisions and provide solutions • Actively create mechanisms and structures for sharing of information • Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency	• Effectively predict future information and knowledge management requirements and systems • Develop standards and processes to meet future knowledge management needs • Share and promote best-practice knowledge management across various institutions • Establish accurate measures and monitoring systems for knowledge and information management. • Create a culture conducive of learning and knowledge sharing • Hold regular knowledge and information sharing sessions to elicit new ideas and share best practices approaches	• Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information • Establish partnerships across local government to facilitate knowledge management • Demonstrate a mature approach to knowledge and information sharing with an abundance and assistance approach. • Recognise and exploit knowledge points in interactions with internal and external stakeholders.

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Cluster	Core Competencies		
Competency Name	Results and Quality focus		
Competency Definition	Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.		
ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand quality of work but requires guidance in attending to important matters • Show a basic commitment to achieving the correct results • Produce the minimum level of results required in the role • Produce outcomes that is of a good standard • Focus on the quantity of output but requires development in incorporating the quality of work • Produce quality work in general circumstances, but fails to meet expectation when under pressure	• Focus on high-priority actions and does not become distracted by lower-priority activities • Display firm commitment and pride in achieving the correct results • Set quality standards and design processes and tasks around achieving set standards • Produce output of high quality • Able to balance the quantity and quality of results in order to achieve objectives • Monitors progress, quality of work and use of resources provide status updates and make adjustments as needed	• Consistently verify own standards and outcomes to ensure quality output • Focus on the end result and avoids being distracted • Demonstrate a determined and committed approach to achieving results and quality standards • Follow task and projects through to completion • Set challenging goals and objectives to self and team and display commitment to achieving expectations • Maintain a focus on quality outputs when placed under pressure • Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution	• Coach and guide others to exceed quality standards and results • Develop challenging, client-focused goals and sets high standards for personal performance • Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required • Work with team to set ambitious and challenging team goals, communicating long-and-short term expectations • Take appropriate risks to accomplish goals • Overcome setbacks and adjust action plans to realise goals • Focus people on critical activities that yield a high impact

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Cluster	Core Competencies		
Competency Name	Communication		
Competency Definition	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome		
ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools • Express ideas in a clear and focused manner, but does not always take the needs of the audience into consideration • Disseminate and convey information and knowledge adequately	• Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating • Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs • Adapt communication content and style to suit the audience and facilitate optimal information transfer • Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders • Compile clear, focused, concise and well-structured written documents.	• Effectively communicate high-risk and sensitive matters to relevant stakeholders • Develop a well-defined communication strategy • Balance political perspectives with institutional needs when communicating viewpoints on complex issues • Able to effectively direct negotiations around complex matters and arrive at a win-win situation that promotes Batho Pele principles • Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution • Able to communicate with the media with high levels of moral competence and discipline	• Regarded as a specialist in negotiations and representing the institution • Able to inspire and motivate others through positive communication that is impactful and relevant • Creates an environment conducive to transparent and productive communication and critical and appreciative conversations • Able to coordinate negotiations at different levels within local government and externally.

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ANNEXURE C:

PERSONAL DEVELOPMENT PLAN

MUNICIPALITY : NDWDWE LM.
INCUMBENT : CFO. (XNE HLEKWANE.
SALARY : R852 108.00
JOB TITLE : CHIEF FINANCIAL OFFICER(CFO)
REPORT TO : MUNICIPAL MANAGER

1. What are the competencies required for this job (refer to competency profile of job description)?

N/A

2. What competencies from the above list, does the job holder already possess?

N/A.

3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)

N/A

4. Actions/Training interventions to address the gaps/needs

N/A

5. Indicate the competencies required for future career progression/development

N/A

6. Actions/Training interventions to address future progression

N/A

7. Comments/Remarks of the Incumbent

N/A.

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8. Comments/Remarks of the supervisor

N/A

Agreed upon

Employer

Signature :

Supervisor :

Date : 30 August 2023

Employee

Signature :

Incumbent :

Date : 30 August 2023

Date of next review: 31 March 2024

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ANNEXURE D:

FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) XNE HLEKWANE. of

_____ (Postal

address) and _____

_____ (Residential address)

employed as CFO at the Ndwedwe LM.

Municipality 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 interest	**Nature**	**Nominal value**	**Name of Company or entity**
N/A			

2. **Directorships and Partnerships**

See information sheet: Note (2)

Name of Corporate entity, partnership or firm	**Type of business**	**Amount of Remuneration or Income**
N/A		

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3. **Remunerated work outside the Municipality (As sanctioned by Council)**

See information sheet: Note (3)

Name of Employer	Type of work	Amount of Remuneration or Income
N/A		

Council sanction confirmed :

Signature of Municipal Manager : _____ Date : _____

4. **Consultancies and retainer ships**

See information sheet: Note (4)

Name of client	Nature	Type of business activity	Value of benefits received
N/A			

5. **Sponsorships**

See information sheet: Note (5)

Source of sponsorship	Description of sponsorship	Value of sponsorship
N/A		

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

See information sheet: Note (6)

Description	Value	Source
N/A		

7. **Land and property**

See information sheet: Note (7)

Description	Extent	Area	Value
N/A			

SIGNATURE OF EMPLOYEE

DATE: _____

PLACE: Ndwedwe

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 Yes.

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

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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.

Commissioner of Oath /Justice of the Peace

Full first names and surname: THULISILE REBECCA MJIYANA (Block letters)

Designation (rank): HR OFFICER Ex Officio Republic of South Africa

Street address of institution: P100 MAIN ROAD

NDWEDWE, 4342

Date: 30 August 2023

Place: NDWEDWE

CONTENTS NOTED: MUNICIPAL MANAGER

DATE: 30 August 2023

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INFORMATION SHEET FOR THE GENERIC FINANCIAL

DISCLOSURE FORM

The following notes is a guide to assist with completing the Financial Disclosure form (Annexure A):

NOTE 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 recognised 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.

NOTE 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.

NOTE 3: **Remunerated work outside the Municipality (As sanctioned by Council)**

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, and work means rendering a service for which the person receives remuneration.

NOTE 4: **Consultancies and retainer ships**

Designated employees are required to disclose the following details with regard to consultancies and retainer ships:
- The nature of the consultancy or retainer ship 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 retainer ships.

NOTE 5: **Sponsorships**

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

- The source of the sponsorship;
- The description of the sponsorship; and
- The value of the sponsorship.

NOTE 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 R350.00;
- A description and the value of gifts from a single source which cumulatively exceed the value of R350.00 in the relevant 12 month period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantages 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.

NOTE 7: **Land and Property**

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

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

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