



REVISED PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

**THE MOLEMOLE MUNICIPALITY
AS REPRESENTED BY
ACTING MUNICIPAL MANAGER**

**MR. K E MAKGATHO
(EMPLOYER)**

AND

**MR. Y WASILOTA
SENIOR MANAGER: TECHNICAL SERVICE
(EMPLOYEE)**

FOR THE

FINANCIAL YEAR: 01 JULY 2021 – 30 JUNE 2022

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Molemole Municipality herein represent by **Mr. K E Makgatho** in his capacity as Acting Municipal Manager (hereinafter referred to as the Employer or Senior Manager)
and
Mr Y Wasilota, Senior Manager: Technical Services of the Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (a) of the Local Government: Municipal Systems 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 (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/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 July 2021** and will remain in force until **30 June 2022** 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 should no new Agreement be concluded for whatever reason, notwithstanding 3.1, the provisions of the Agreement shall continue in force until termination of the Employment Contract.
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 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 Performance Plan / SDBIP (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 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.

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

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- 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 CF will account 20% of the final assessment.
- 6.3 The Employee's assessment will be based on his 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 (KPA'S)	WEIGHTING
Basic Service Delivery	80
Good Governance and Public Participation	20
20	100%

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6.4 The Competency Framework (CF) will make the other 20% of the Employee's assessment score. The CF as contained in the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers must be used for this purpose. The said Regulations state that 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.

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LEADING COMPETENCIES		WEIGHTING
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organizational Awareness 	5
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	5
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	20
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	5
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	5
CORE COMPETENCIES		WEIGHTING
Moral competencies		5
Planning and organizing		20
Analysis and innovation		5
Knowledge and Information Management		5
Communication		10
Results and Quality Focus		5
TOTAL		100%

6.6 Competency Descriptions and achievement levels explained

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

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<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • Give direction to a team in realizing 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 plans 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 execution to relevant parties • Provide guidance to all stakeholders in the achievement of the strategic mandate • Understand the aim and objectives of the institution and relate it to ownwork 	<ul style="list-style-type: none"> • 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 strategic 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 	<ul style="list-style-type: none"> • 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 byalty and innovation Display a superior level of self-discipline and integrity in actions • Integrate various Systems into a collective whole to optimize institutional performance management • Uses understanding of competing interests to maneuver 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, optimize talent and build and nurture relationships in order to achieve institutional objectives		
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • Seek opportunities to increase team contribution and 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 fulfill the strategic mandate 	<ul style="list-style-type: none"> • Identify 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 • Identify development and learning needs within the team • Build a work environment conducive to sharing, innovation, ethical behavior and professionalism • Inspire a culture of performance excellence by giving positive and constructive feedback to the team • Achieve agreement or consensus in adversarial environments • Lead and unite diverse teams across divisions to achieve institutional objectives 	<ul style="list-style-type: none"> • 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 approaches 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	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
<ul style="list-style-type: none"> • Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilizing 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 	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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 Bathe 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 	<ul style="list-style-type: none"> • 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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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
<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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 and monitoring and measuring success 	<ul style="list-style-type: none"> • 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 realize goals • Focus people on critical activities that yield a high impact

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7. EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) 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.
 - (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 competency levels
 - (a) Each leading and core competency contained in the Competency Framework must 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 CF 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 Competency Framework:

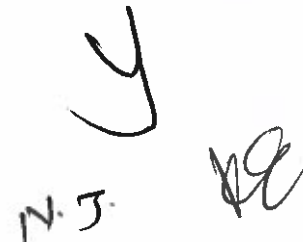
ACHIEVEMENT LEVEL	TERMINOLOGY	DESCRIPTION
5	Superior / Outstanding Performance	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods.


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ACHIEVEMENT LEVEL	TERMINOLOGY	DESCRIPTION
		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	Advanced / Performance significantly above expectations	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in depths analyses. 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	Competent / Fully effective	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses. 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	Basic / Not fully effective	Applies basic concepts, methods and understanding of local government operations but requires supervision and development interventions 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 more than half the key performance criteria and indicators as specified in the Performance Agreement and Performance Plan.
1	Basic / Unacceptable Performance	Does not apply the basic concepts and methods to prove a basic understanding of local government operations and requires extensive supervision and development interventions 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 Executive Managers (Heads of Department – Section 56 employees), an evaluation panel constituted by the following persons will be established-

7.7.1 Municipal Manager;



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- 7.7.2 Member of the Audit Committee;
- 7.7.3 Member of the Executive Committee; and
- 7.7.4 Municipal Manager from another Municipality.

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	: 1 July 2021 – 30 September 2021
Second quarter	: 1 October 2021 – 31 December 2021
Third quarter	: 1 January 2022 – 31 March 2022
Fourth quarter	: 1 April 2022 – 30 June 2022

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 fully 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 development gaps is attached as **Annexure B**.

9.1 Noting the need to address development gaps in the municipalities, non-compliance with the Circular 60 on Minimum Requirements stipulates the following:

9.2 Failure to implement the requirements of the regulations will result in non-compliance with legislation.

9.3 If officials have not met the requirements of the regulations including the support provided in this Circular by the due date, Regulation 15 and 18 will immediately apply.

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- 9.4 Therefore, the continued employability of affected officials will be impacted upon. MFMA Circular No. 60 Minimum Competency Levels Regulations, Gazette 29967 April 2012.
- 9.5 Whilst the provisions of these regulations will apply consistently across all municipalities and municipal entities from the effective date of enforcement, National treasury will consider, "Special Merit Cases", delayed enforcement of certain provisions for a period of up to eighteen months from 1 January 2013.

10. OBLIGATIONS OF THE EMPLOYER

The Employer shall:

- 10.1 Create an enabling environment to facilitate effective performance by the Employee;
- 10.2 Provide access to skills development and capacity building opportunities;
- 10.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.4 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
- 10.5 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-
- 1.1.1 A direct effect on the performance of any of the Employee's functions;
- 1.1.2 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.

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 (12) months service on the current remuneration package by 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 of development support to assist the Employee to improve his or her performance; and

12.4.2 After appropriate performance and counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

A Score of 130% to 149% is awarded a performance bonus ranging from 5% - 9%

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

Score	Awarded %
130-133	5%
134-137	6%
138-141	7%
142-145	8%
146-149	9%
Score	Awarded %
150-153	10%
154-157	11%
158-161	12%
162-165	13%
166- above	14%

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 In the case of managers directly accountable to the municipal manager, the Executive Mayor or Mayor within thirty (30) days of receipt of formal dispute from the employee; whose decision shall be final and binding on both parties.

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- 13.2 Any dispute about the outcome of employee's performance evaluation, must be mediated by
 - 13.2.1 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in the sub regulation 27 (4) (e), within 30 days of receipt of formal dispute from the employee; whose decision shall be final and binding on both parties.
- 13.3 In the event that the mediation process contemplated above fails, clause 15 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 Annexure A may be made available to the public by the Employer.
- 14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.
- 14.3 This performance agreement must be submitted together with a signed code of conduct and a declaration of interest
- 14.4 The performance assessment results of the Municipal Manager and managers directly accountable to the Municipal Manager must be submitted to the MEC responsible for Cooperative Governance, Human Settlements and Traditional Affairs in Limpopo Province as well as the National Minister responsible for Cooperative governance and Traditional Affairs within fourteen (14) days after the conclusion of the assessment.

Thus done and signed at Magwadi on this the 14 day of March ~~2021~~ 2022

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature]
EMPLOYEE

AS WITNESSES:

- 1. [Signature]
- 2. _____

[Signature]
EMPLOYER

INDIVIDUAL PERFORMANCE PLAN (SDBIP 2021 / 2022) ANNEXURE A

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Key performance area (KPA) 2:		Basic service delivery														
Outcome 9:		Responsive, Accountable, Effective and Efficient Local Government System														
Outputs:		<ul style="list-style-type: none"> Improving access to basic services 														
Key Strategic Organizational objectives:		To provide sustainable basic services and infrastructure development														
IDP Ref no.	Priority area (IDP)	Key performance indicator	Project Name	Baseline	2021/22 annual target	Reviewed annual target	Quarter 1 target	Quarter 2 target	Quarter 3 target	Reviewed Quarter 3 Target	Quarter 4 Target	Reviewed Quarter 4 Target	2021/22 Annual Budget R	Reviewed annual budget	Means of verification	Weight
TE-CH-001 - 2021/22	Roads and Storm water Infrastructure	Number of Culvert Bridges Constructed	Construction of Culvert Bridges.	0	15x Culvert bridges constructed	None	Approved Specification Tender Advert	Tender award and signing contractual documents	15 x Culvert Bridges constructed	No Target	No target	15 x Culvert Bridges constructed	3 960 000	None	Approved Specification, Tender Advert, Appointment Letter and signed SLA and monthly progress report, Practical completion certificate	

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Key performance area (KPA) 2: Basic service delivery
Outcome 9: Responsive, Accountable, Effective and Efficient Local Government System
Outputs:

- Improving access to basic services

Key Strategic Organizational objectives: To provide sustainable basic services and infrastructure development

IDP Ref no.	Priority area (IDP)	Key performance indicator	Project Name	Baseline	2021/22 annual target	Reviewed annual target	Quarter 1 target	Quarter 2 target	Quarter 3 target	Reviewed Quarter 3 Target	Quarter 4 Target	Reviewed Quarter 4 Target	2021/22 Annual Budget R	Reviewed annual budget	Means of verification	Weight
TE CH-002 - 2021/22		Number of road kilometers upgraded	Upgrading of Mogwadi Internal Street from Gravel to Surface	3.5 km	400 meters	None	Approved Specification and Tender Advert	Tender Award for upgrading of 400m Mogwadi Internal Street	400m of road upgraded	None	No target	None	3 000 000	None	Appointment Letter and Signed SLA Monthly Progress Reports and Practical, Completion Certificate, Tender Advert and Approve Specification	

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Key performance area (KPA) 2: Basic service delivery
Outcome 9: Responsive, Accountable, Effective and Efficient Local Government System


Outputs:

- Improving access to basic services

Key Strategic Organizational objectives:

- To provide sustainable basic services and infrastructure development

IDP Ref no.	Priority area (IDP)	Key performance indicator	Project Name	Baseline	2021/22 annual target	Reviewed annual target	Quarter 1 target	Quarter 2 target	Quarter 3 target	Reviewed Quarter 3 Target	Quarter 4 Target	Reviewed Quarter 4 Target	2021/22 Annual Budget R	Reviewed annual budget	Means of verification	Weight
TE CH-03-2021/22		Number of road kilometers upgraded	Upgrading of Phaudi Internal Street from Gravel to Surface	New Indicator	2.5 km gravel to surfacing upgraded	None	Approved specification, tender advert and appointment for design of 2.5 km Internal street	Approved Specification and Tender Advert for Upgrading of 2.5km Internal Street	Appointment of a Service Provider for Upgrading of 2.5 km Phaudi Internal Street	None	2.5 km gravel road to surfacing upgraded	None	20 000	None	Approved Specification, Tender Advert, Advertisement Appointment Letter and Signed SLA Monthly Progress Reports and Practical and Completion	

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Key performance area (KPA) 2: Basic service delivery																
Outcome 9: Responsive, Accountable, Effective and Efficient Local Government System																
Outputs:																
• Improving access to basic services																
Key Strategic Organizational objectives: To provide sustainable basic services and infrastructure development																
IDP Ref no.	Priority area (IDP)	Key performance indicator	Project Name	Baseline	2021/22 annual target	Reviewed annual target	Quarter 1 target	Quarter 2 target	Quarter 3 target	Reviewed Quarter 3 Target	Quarter 4 Target	Reviewed Quarter 4 Target	2021/22 Annual Budget R	Reviewed annual budget	Means of verification	Weight
TE CH-004 - 2021/22		Number of road kilometers upgraded	Upgrading of Kgwadu to Botlokwa Primary school from gravel to surface phase 2	New Indicator	1.4 km	None	Approved specification and tender advert.	Tender Award and signing contractual documents	Construction of 1.4km	None	No Target	None	11 088 019	None	Tender advert and approved specification Appointments letter and Signed SLA, Monthly progress reports, and practical, completion certificate	
TE CH-006 - 2021/22		Number of road kilometers upgraded	Upgrading of Sako internal streets from Gravel to Tar	New Indicator	Design and upgrading of Sako Internal streets	None	Approved specification, tender advert and appointment for design of 2.1 km internal street	Approved Specification and Tender Advert for Construction of 400 m Sako Internal Street	Appointment of a Service Provider for Upgrading of 400m Sako Internal Street	None	400m Sako gravel road to surfacing upgraded	None	4 061 980	None	Tender advert Approved Specification, Appointment letter and signed SLA, Approved designs.	

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Key performance area (KPA) 2: Basic service delivery																
Outcome 9: Responsive, Accountable, Effective and Efficient Local Government System																
Outputs: Improving access to basic services																
Key Strategic Organizational objectives: To provide sustainable basic services and infrastructure development																
IDP Ref no.	Priority area (IDP)	Key performance indicator	Project Name	Baseline	2021/22 annual target	Reviewed annual target	Quarter 1 target	Quarter 2 target	Quarter 3 target	Reviewed Quarter 3 Target	Quarter 4 Target	Reviewed Quarter 4 Target	2021/22 Annual Budget R	Reviewed annual budget	Means of verification	Weight
TE CH-007-2021/22		Number of office blocks extended	Extension of Mogwadi office block		1x Mogwadi Office block extended	None	No Target	Approved Specification and Tender Advert	Tender Award and signing contractual documents.	No Target	Mogwadi Office block extended	Tender Award and signing contractual documents Mogwadi Office block extended	2 000 000	None	Approved Specification, tender advert, Appointment letter and signed SLA, Completion certificate	
TE CH-008-2021/22	Electricity services	Number of smart meters procured and delivered	Procurement of smart meters	550	150	None	No Target	Approved Specification and Tender Advert	Tender Award and signing contractual documents.	None	150 Smart meters delivered	None	500 000	310 000	Approved Specification, tender advert, Appointment letter and signed SLA, Delivery note	

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Key performance area (KPA) 2: Basic service delivery																
Outcome 9: Responsive, Accountable, Effective and Efficient Local Government System																
Outputs: Improving access to basic services																
Key Strategic Organizational objectives: To provide sustainable basic services and infrastructure development																
IDP Ref no.	Priority area (IDP)	Key performance indicator	Project Name	Baseline	2021/22 annual target	Reviewed annual target	Quarter 1 target	Quarter 2 target	Quarter 3 target	Reviewed Quarter 3 Target	Quarter 4 Target	Reviewed Quarter 4 Target	2021/22 Annual Budget R	Reviewed annual budget	Means of verification	Weight
TE CH-009 - 2021/22	Electricity services	Number of households electrified	Electrification of 278 Households in Fatima Village	500	278	None	Approved Specification and Tender Advert	Tender Award and Signing of Contractual documents.	Project design complete	None	278 households electrified	None	10 000 00	None	Approved specification, tender advert, appointment letter and signed SLA	
TE CH-010 - 2021/22		Number of High Mast Lights installed	Supply and Installation of High Mast Lights	3 x High Mast Lights installed	6	None	Approved Specification and Tender Advert	Tender Award and signing contractual documents	3 high mast lights installed	No target	3 high mast lights installed	6 high mast lights installed	3 600 00	2,772,147	Approved Specification, Tender Advert Appointment Letter and Signed SLA	Monthly Progress Reports and Practical and Completion Certificate.

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Key performance area (KPA) 2: Basic service delivery																
Outcome 9: Responsive, Accountable, Effective and Efficient Local Government System																
Outputs: Improving access to basic services																
Key Strategic Organizational objectives: To provide sustainable basic services and infrastructure development																
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TE CH-011 - 2021/22		Number of Diesel Generators supplied and installed.	Supply and Installation of 2 Diesel Generators in municipal buildings	02	2 Diesel Generators installed	None	Approved Specification and Tender Advert.	Tender Award And Signing Contractual Documents.	2 x Diesel Generators to be installed.	None	No Target	None	700 000	None	Approved Specification, Tender Advert Appointment Letter, Signed SLA and completion certificate	
TE CH OP-001 - 2021/22	Internal Audit	Percentage of internal audit queries addressed	Implementation of Internal Audit action plan	No queries raised	100%	None	25%	50%	75%	None	100%	None	Opex	None	Updated Internal Audit action plan	
TE CH OP-002 - 2021/22	AG Action Plan	Percentage of AG Action Plan implemented	Implementation of AG Action Plan	0% of AG Action Plan implemented	100%	None	No Target	No Target	50%	None	100%	None	Opex	None	Update AG Action plan	


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Key performance area (KPA) 2:																
Basic service delivery																
Outcome 9:																
Responsive, Accountable, Effective and Efficient Local Government System																
Outputs:																
<ul style="list-style-type: none"> Improving access to basic services 																
Key Strategic Organizational objectives:																
To provide sustainable basic services and infrastructure development																
IDP Ref no.	Priority area (IDP)	Key performance indicator	Project Name	Baseline	2021/22 annual target	Reviewed annual target	Quarter 1 target	Quarter 2 target	Quarter 3 target	Reviewed Quarter 3 Target	Quarter 4 Target	Reviewed Quarter 4 Target	2021/22 Annual Budget R	Reviewed annual budget	Means of verification	Weight
TECH OP-003 - 2021/22	Risk Management	Percentage of risk register implemented	Implementation of Risk Register	100%	100%	None	100%	100%	100%	None	100%	None	Opex	None	Updated Strategic risk register	
TECH OP-004 - 2021/22	Council Resolutions	Percentage of Council resolutions implemented	Implementation of Council resolutions	100%	100%	None	100%	100%	100%	None	100%	None	Opex	None	Updated Council resolution register	
TECH OP-005 - 2021/22	Audit Committee Resolutions	Percentage of Audit Committee resolutions implemented	Implementation of Audit Committee resolutions	100% of Audit committee resolutions implemented	100%	None	100%	100%	100%	None	100%	None	Opex	None	Updated Audit Committee resolution register	
TECH OP-006 - 2021/22	Road and Storm Water	No. of km of gravel roads maintained	Maintenance of gravel roads	603 km of gravel roads maintained	603 km of gravel roads maintained	None	151 kms maintained	151 kms maintained	151 kms maintained	None	150 kms maintained	None	Opex	None	Signed weekly reports and monthly reports	

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Key performance area (KPA) 2: Basic service delivery																
Outcome 9: Responsive, Accountable, Effective and Efficient Local Government System																
Outputs:																
• Improving access to basic services																
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TE CH OP-007 - 2021/22	MIG EXPENDITURE MANAGEMENT	Percentage of MIG expenditure reported	Management of Municipal Infrastructure Grant (MIG)	99.9	100% Expenditure on MIG funded projects	None	10% Expenditure on MIG funded projects	40% Expenditure on MIG funded projects	75% Expenditure on MIG funded projects	No Target	100% Expenditure on MIG funded projects	Tender Award and signing contractual documents Mogwadi Office block extended	OPEX	None	DoRA monthly Report (Monthly Progress Summary report, Proof of Actual Expenditure-1084)	
TE CH OP-012 - 2021/22	Roads and Storm water Infrastructure	Number of Bridges Repaired	Repair of Sefoloko low level Bridge	New Indicator	1x Sefoloko low level Bridge repaired	None	No Target	Approved Specification Tender Advert	Tender award and signing contractual documents	None	1x Sefoloko low level Bridge repaired	None	1 000 000	None	Approved Specification, Tender Advert, Appointment Letter, signed SLA and Completion certificate	

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MR. Y WASILOTA
14/03/2022

DATE



MR. MAKGATHOKE
14/03/2022

DATE

PERSONAL DEVELOPMENT PLAN

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2021 / 2022 (ANNEXURE B)

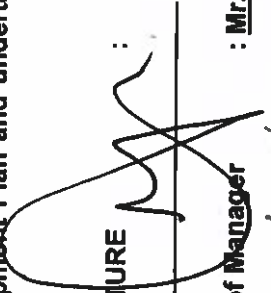
PERSONAL DEVELOPMENT PLAN

Name & Surname : YETA WASILOTA
Job Title : SENIOR MANAGER TECHNICAL SERVICES
Employee Number : 5000

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SKILL / PERFORMANCE GAP	OUTCOME EXPECTED	SUGGESTED TRAINING / DEVELOPMENT ACTIVITY	SUGGESTED MODE OF DELIVERY (Lectures, Online, Distant Learning, Visual)	SUGGESTED TIMEFRAME	WORK OPPORTUNITY CREATED TO PRACTICE SKILL	SUPPORT PERSON
Project and Programme Management	Master's degree in Programme Management	Programme Management	Online Learning	18 months		ML Mosena
Executive Management	Certificate in Executive Management	Executive Management Developmental	Online Learning	6 month		ML Mosena


I agree with the objectives as set out in the above Performance and Development Plan and undertake to achieve the objectives as agreed on.

SIGNATURE: 

Name of Manager: Mr. Y Wasilota

Date: 14/03/22

I undertake to support (WASILOTA) with the achievement of the above Performance and Development Plan

SIGNATURE: 

Name of Reporting: Mr. Makgatho K E

Date: 14/03/22

CODE OF CONDUCT (ANNEXURE C)



Molemole Municipality

**CODE OF CONDUCT FOR
MOLEMOLE LOCAL
MUNICIPAL EMPLOYEES**

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TABLE OF CONTENTS

1. Definitions.
2. General Conduct.
3. Commitment to serving the public.
4. Personal gains.
5. Disclosure of benefits.
6. Unauthorized disclosure of information.
7. Undue influence.
8. Rewards, gifts and favors.
9. Council property.
10. Payment arrears.
11. Participation in elections.
12. Sexual Harassment.
13. Reporting duty of staff members.
14. Breaches of Code.

1. Definitions

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

2. General Conduct

A staff member of Molemole Municipality must at all times-

- a. Loyal execute the lawful policies of the municipality
- 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, purpose and objects of section 50 of Municipal System Act 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;
- e. Act impartially and treat all people, including other employees, equally without favor or prejudice.

3. Commitment to serving the public

A staff member of Molemole Municipality is a public servant in a developmental local system and must accordingly –

- a. Implement the provisions of section 50(2) of Municipal System Act 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 IDP, and as far as possible within the ambit of the employee's job description, seek to implement the objectives set out in the IDP, 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 employee'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.

4. Personal Gain

- 1) A staff member of Molemole Municipality may not -
 - a. Use the position or privileges of an employee, or confidential information obtained as an employee, for private gain or to improperly benefit another person;
 - b. Take a decision on behalf of Molemole Local Municipality concerning a matter in which that employee or that employee'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 the Municipality an employee of the Municipality shall not;
 - a. be a party to or beneficiary under a contract for-
 - i. the provision of goods or services to Molemole Local Municipality; or
 - ii. the performance of any work for Molemole local Municipality otherwise than as an employee
 - b. obtain a financial interest in any business of Molemole Local Municipality;
 - c. Be engaged in any business, trade or profession other than the work of Molemole Local Municipality.

5. Disclosure of benefits

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- 1) An employee of Molemole Local 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 Molemole Local Municipality, must disclose in writing full particulars of the benefit to the council.
- 2) This item does not apply to a benefit which an employee, or a spouse, life partner, business associate or close family member, has or acquires in common with other residents of Molemole Local Municipality.

6. Unauthorized disclosure of information

- 1) An employee of Molemole Local Municipality shall not without permission disclose any privileged or confidential information obtain as an employee 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 council, 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
 - d. Declared to be privileged, confidential or secret in terms of any law.
- 3) This item does not derogate from a person's right of access to Information in terms of national legislation.

7. Undue Influence

An employee of Molemole Local municipality may not -

- a. Unduly influence or attempt to influence the council of Molemole Local 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
- c. Be involved in a business venture with a councilor without the prior written consent of the council of Molemole Local municipality.

8. Rewards, gifts and favors

- 1) An employee of Molemole Local municipality may not request, solicit or accept any reward, gift or favor for-
 - a. Persuading the council of Molemole Local 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 council;
 - c. Disclosing any privileged or confidential information;
 - d. Doing or not doing anything within that employee's powers or duties.

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

9. Council property

An employee of Molemole Local Municipality shall not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the Municipality to which the employee has no right.

10. Payment of arrears

An employee of Molemole Local Municipality may not be in arrears to the Municipality for rates and service charges for a period longer than 3 months, and Molemole Local Municipality shall deduct outstanding amounts from an employee's salary after this period.

11. Participation in elections

An employee of Molemole Local Municipality shall not participate in an election of the council of Molemole Local Municipality other than in an official capacity or pursuant to any constitutional right.

12. Sexual Harassment

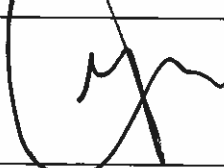
An employee of Molemole Local Municipality may not embark on any action amounting to sexual harassment.

13. Reporting duty of employees

Whenever an employee of Molemole Local Municipality has reasonable grounds for believing that there has been a breach of this Code, the employee must without delay report the matter to his immediate supervisor 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 Molemole Local Municipality envisaged in section 67 (1) (h) of the Municipal Systems Act and or the South African Local Government Bargaining Council's Collective Agreement on Disciplinary Code and Procedures.

Signature	
Initials and Surname	Mr. Y Washlota
Designation	Senior Manager: Technical Services
Date	14/03/2022

Handwritten initials/signature

DECLARATION OF INTEREST (ANNEXURE D)

DECLARATION OF INTEREST (ANNEXURE D)

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FINANCIAL DISCLOSURE FORM

ANNEXURE A

I, the undersigned (surname and initials) WASILOTA Y.

(Postal address) 16 BEN FLUER 38 Burger Street
Polokwane 0699

(Residential address)

(Position held) SAME AS ABOVE
SENIOR MANAGER: TECHNICAL SERVICES.

(Name of Department) TECHNICAL SERVICES.

Tel 081563 9315. Fax

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

1. Shares and other financial interest
See information sheet: note

Number of shares/Extent of financial interests	Nature	Nominal Value	Name of Company/Entity
100	TRANSPORT	30 000	KURHULA ESTATE GROUP
	DRY CLEANING	30000	
	Student Accom	20 000	

2. Directorships and partnerships
See information sheet: note

Name of corporate entity or partnership	Type of business	Amount of Remuneration
KURHULA ESTATES GROUP	DRY CLEANING + LAUNDRY	36 000
	TRANSPORTATION	30000
	STUDENT ACCOMMODATION	20 000

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3. Remunerated work outside the public service

Must be sanctioned by your Executing Authority. See information sheet: note

Name of Employer	Type of work	Amount of remuneration

Name of Executing Authority Position

Signature of Executing Authority Date

4. Consultancies and retainerships

See information sheet: note

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

5. Sponsorships

See information sheet: note

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

6. Gifts and hospitality from a source other than a family member
See information sheet: note

Description	Value	Source
N/A	N/A	N/A

7. Land and property
See information sheet: note

Description	Value	Area	Value
House	1 000 000	Vanderbijlpark.	1 000 000
Land (Residential)	600 000	Polokwane	600 000
House	600 000	Malamulele	600 800

.....
SIGNATURE OF EMPLOYEE

DATE:

14/03/2022

PLACE:

Magwadi

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OATH/ AFFIRMATION

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

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

Answer ... YES

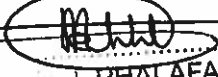
(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer ... NO

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

Answer ... YES

2. I certify that the deponent has knowledge 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.

CST
M.J. PHALAFALA
7.1864172.....



Commissioner of Oath/ Justice of the Peace

Full first names and surname MOROTOLA JOHANNA PHALAFALA

(Block letters)

Designation (rank) CONSTABLE Ex Officio Republic of South Africa

Street Address of institution 182 KEEROM STREET

Date 2022-03-10 Place BEMBRON

NOTE:

Remember that a copy of the completed form must be submitted by the EA to the commission for purposes of recording it in the Register of Designated Employee's Interests.