



Midvaal Local Municipality
PO Box 9, Meyerton, 1960
Tel: 016 360 7400
Fax: 016 360 7519
www.midvaal.gov.za

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MIDVAAL LOCAL MUNICIPALITY

AS REPRESENTED BY THE MUNICIPAL MANAGER

**MR. ANTON M. GROENEWALD
MUNICIPAL MANAGER**

AND

**MR. SOLLY CAVE
EXECUTIVE DIRECTOR: CORPORATE SERVICES
(SC2944/09/2022 DATED 15 SEPTEMBER 2022)**

**FOR THE
FINANCIAL YEAR
1 NOVEMBER 2022 – 30 JUNE 2023**

MS
MS

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

**MIDVAAL LOCAL MUNICIPALITY
(GT422)**

herein represented by **MR. ANTON M. GROENEWALD** in his capacity as the **MUNICIPAL MANAGER** (herein after referred to as the Employer or Supervisor)

and

**MR. SOLLY CAVE
EXECUTIVE DIRECTOR: CORPORATE SERVICES**

Employee of the Municipality of **Midvaal** (hereinafter referred to as the Employee)

WHEREBY IT IS AGREED AS FOLLOWS:

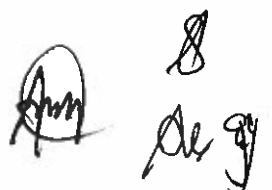
1. INTRODUCTION

- 1.1. The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2. Section 57 (1) (b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance Agreement.
- 1.3. The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4. The parties wish to ensure that there is compliance with Sections 57 (4A), 57 (4B) and 57 (5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 2.1. comply with the provisions of Section 57 (1)(b), (4A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2. specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;



- 2.3. specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4. monitor and measure performance against set targeted outputs;
- 2.5. use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to assess whether the Employee has met the performance expectations applicable to his/her job;
- 2.6. 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 November 2022** and will remain in force until **30 June 2023** where-after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of 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.

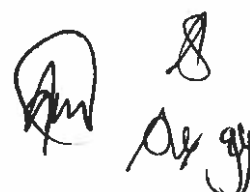
Handwritten signatures and initials in black ink, including a large signature on the left and several smaller initials on the right.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) as sets out –
- 4.1.1 the performance objectives and targets that must be met by the Employee; and
 - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in the consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer and shall include:
- 1. Key Objectives;
 - 2. Key Performance Indicators;
 - 3. Target Dates;
 - 4. Weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 5.2 The Employee accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standards that will be included in the Performance Management System as applicable to the Employee.

Handwritten signatures in black ink, including a large signature on the left and a smaller one on the right, with a date '24/03' written below the smaller signature.

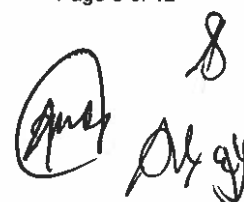
6. PERFORMANCE MANGEMENT AND DEVELOPMENT SYSTEM

The Employee agrees to participate in the **Performance Management and Development System** that the Employer adopts.

- 6.1 The Employee undertakes to actively focus towards the promotion and implementation of the KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.
- 6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Managerial Competencies (CMC's) respectively.
- 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.2.3 KPA's covering the main areas of work will account for 80% and CMC's will account for 20% of the final assessment.
- 6.3 The Employee's assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
KPA 1: Good Governance	40
KPA 2: Safety & Healthy Environments	
KPA 3: Community Development	
KPA 4: Institutional Transformation	45
KPA 5: Financial Sustainability	
KPA 6: Infrastructure & Sustainable Living Environments	
KPA 7: Communication & Customer Care	15
KPA 8: Economic Growth & Spatial Transformation	
Total	100 %

- 6.4 The CMC's will make up to the other 20% of the Employee's assessment score. CMC's that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list below as agreed to between the Employer and Employee:



CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)			
CORE MANAGERIAL COMPETENCIES (CMC)		√	WEIGHT
1. Strategic Direction & Leadership	<ul style="list-style-type: none"> • Impact & Influence • Institutional Performance Management • Strategic Planning & Management • Organisational Awareness 		10
2. People Management	<ul style="list-style-type: none"> • Human Capital Planning & Development • Diversity Management • Employee Relations Management • Negotiation & Dispute Management 		10
3. Program & Project Management	<ul style="list-style-type: none"> • Program & Project Planning & Implementation • Service Delivery Management • Program & Project Monitoring & Evaluation 	Compulsory	5
4. Financial Management	<ul style="list-style-type: none"> • Budget Planning & Execution • Financial Strategy & Delivery • Financial Reporting & Monitoring 		5
5. Change Leadership	<ul style="list-style-type: none"> • Change Vision & Strategy • Process Design & Improvement • Change Impact Monitoring & Evaluation 		5
6. Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk & Compliance Management • Co-operative Governance 		10
CORE OCCUPATIONAL COMPETENCIES			
7. Moral Competence			5
8. Planning & Organising			5
9. Analysis & Innovation			10
10. Knowledge & Information Management			10
11. Communication			10
12. Results & Quality Focus			5
Total percentage			100 %

7. EVALUATING PERFORMANCE

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

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

7.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

7.3 Personal growth and development needs identified during 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:

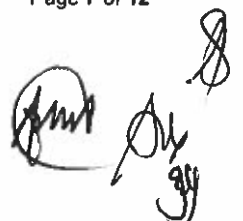
- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CMC's

- (a) Each CMC should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each CMC.
- (c) The applicable assessment rating calculator (refer to paragraph 7.5.1) must then be used to add the scores and calculate a final CMC score.

7.5.3 Overall rating

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



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

Level	Terminology	Description
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year.
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 PA 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 indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable Performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The Employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

7.7 The Evaluation Panel for reviewing performance

According to the Municipal Performance Management Regulations, 2006, Regulation 27(4)(d) stipulates that:

For purposes of evaluating the annual performance of managers directly accountable to the municipal managers:

- 7.7.1 Municipal Manager;
- 7.7.2 Chairperson or delegated member of the Performance & Audit Committee;
- 7.7.3 Relevant Member of the Mayoral Committee (MMC); and
- 7.7.4 Municipal Manager from another municipality and/or external specialist nominated by the Executive Mayor and/or Municipal Manager.

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

8.2 Quarterly Performance Reviews

Quarter	Period	Date for Performance Review
First Quarter	July – September	3 rd Thursday of October
Second Quarter	October – December	3 rd Thursday of January
Third Quarter	January – March	3 rd Thursday of April
Fourth Quarter & Annual	April – June	3 rd Thursday of July

For purposes of evaluating the quarterly performance of the Employee, an evaluation panel constituted by the following persons will be established –

8.2.1 Municipal Manager;

8.2.2 Portfolio Member of the Mayoral Committee (MMC);

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

8.4 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

8.5 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.

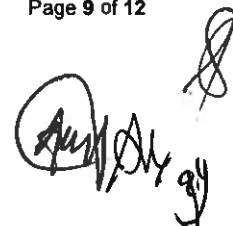
8.6 The Employer may amend the provisions of Annexure "A" whenever the Performance Management System is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

8.7 With reference to Section 3.6 of the Employment Contract entered into with the Employee, the particulars of Section 8 and 32 of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006, will be applicable as follows:

"32. (1) *The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.*

(2) *A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an 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 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%."

9. DEVELOPMENTAL REQUIREMENTS

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

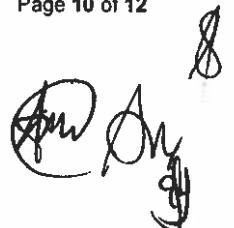
10. OBLIGATIONS OF THE EMPLOYER

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 delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and
- 10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time 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:
 - 11.1.1 A direct effect on the performance of any of the Employee's functions;
 - 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 11.1.3 A substantial financial effect on the Employer.
- 11.2 The Employer agrees to inform the Employee of the outcome of any decisions 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

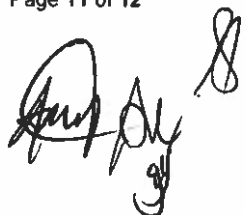
- 12.1 The evaluation of the Employee's performance will form the basis for evaluating performance or correcting unacceptable performance.
- 12.2 The employee will be subject to an annual performance appraisal (quarterly assessments) in terms of performance regulations. Provided that the employee shall be entitled to a performance bonus as contemplated in the Municipal Performance Regulations for Municipal Managers and Managers Directly accountable to Municipal Managers, 2006 and particularly Regulations 8 and 32 thereof. The performance contract entered between the employee and the employer will serve as a job description for the employee.
- 12.3 In the case of Unacceptable Performance, the Employer shall:
- 12.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his/her performance; and
- 12.3.2 After appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his/her duties.

13. CONSEQUENCE MANAGEMENT FOR NON-PERFORMANCE

Poor work performance must be dealt with in accordance with Item 9 of Schedule 8 of the Labour Relations Act.

The guidelines in terms of Item 9 determines cases of dismissal for poor work performance: Any person determining whether a dismissal for poor work performance is unfair should consider-

- (a) whether or not the employee failed to meet a performance standard; and
- (b) if the employee did not meet a required performance standard whether or not-
- (i) the employee was aware, or could reasonably be expected to have been aware, of the required performance standard;
- (ii) the employee was given a fair opportunity to meet the required performance standard; and
- (iii) dismissal was an appropriate sanction for not meeting the required performance standard



14. DISPUTE RESOLUTION

14.1 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:

14.1.1 The Member of the Executive Council for Local Government in Gauteng (MEC) within Thirty (30) days of receipt of a formal dispute from the Employee; or

14.1.2 Any other person appointed by the MEC.

14.2 In the event that the mediation process contemplated above fails, Clause 19.3 of the Contract of Employment shall apply.

15. GENERAL

15.1 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.

15.2 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.

Thus, done and signed at Meyerton on this 30th day of MARCH 2023.

AS WITNESSES:

1. *Jed Youder*
2. *[Signature]*

[Signature]
**MR. SOLLY CAVE
EXECUTIVE DIRECTOR:
CORPORATE SERVICES**

AS WITNESSES:

1. *Jed Youder*
2. *[Signature]*

[Signature]
**MR. ANTON M. GROENEWALD
MUNICIPAL MANAGER**



PERFORMANCE PLAN

Entered into by and between

**MR. ANTON M. GROENEWALD
MUNICIPAL MANAGER**

["the Employer"]

and

**MR. SOLLY CAVE
EXECUTIVE DIRECTOR: CORPORATE SERVICES**

["the Employee"]



Four handwritten signatures are located in the bottom right corner of the page. Two are in blue ink and two are in black ink, corresponding to the parties mentioned in the document.

1. Purpose

The Performance Plan defines the Council's expectations of the **Executive Director: Corporate Services** Performance Agreement to which this document is attached and Section 57(5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the Key Performance Indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

2. Key responsibilities

The following Strategic Objectives of Midvaal Local Municipality will inform the **Executive Director: Corporate Services** performance against set performance indicators:

1. **To** promote increased participation and improved communication with all key internal and external stakeholders
2. **To** create a sustainable environment safe from harm
3. **To** create an environment focused on uplifting the youth, the poor and the most vulnerable
4. **To** transform and align the people, processes and systems of the municipality to achieve its objectives
5. **To** improve the financial sustainability and capacity of the municipality, whilst adhering to statutory requirements
6. **To** ensure efficient infrastructure and energy supply that will improve the quality of life of the community
7. **To** deliver inclusive and excellent services to the community
8. **To** facilitate sustainable economic empowerment for all communities within Midvaal and through the development of partnerships and innovation

3. Key Performance Areas

The following Key Performance Areas (KPAs) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

- 3.1 Municipal Transformation and Organizational Development.
- 3.2 Infrastructure Development and Service Delivery.
- 3.3 Local Economic Development.
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

Handwritten signatures and initials in black ink, located in the bottom right corner of the page. There are three distinct marks: a large signature on the left, a smaller signature in the middle, and a set of initials on the right.

4. Midvaal Local Municipality's Key Performance Areas (KPA's) as defined in the Integrated Development Plan (IDP):

KPA 1 Good Governance

To promote increased participation and improved communication with all key internal and external stakeholders

KPA 2 Safe & Healthy Environments

To create a sustainable environment safe from harm

KPA 3 Community Development

To create an environment focused on uplifting the youth, the poor and the most vulnerable

KPA 4 Institutional Transformation

To transform and align the people, processes and systems of the municipality to achieve its objectives

KPA 5 Financial Stability

To improve the financial sustainability and capacity of the municipality, while adhering to statutory requirements

KPA 6 Infrastructure & Sustainable Living Environments

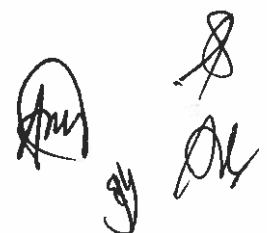
To ensure efficient infrastructure and energy supply that will improve the quality of life of the community

KPA 7 Communication & Customer Care

To deliver inclusive and excellent services to the community

KPA 8 Economic Growth & Spatial Transformation

To facilitate sustainable economic empowerment for all communities within Midvaal and through the development of partnerships and innovation

Handwritten signatures and initials in black ink, including a large signature on the left and several smaller initials on the right.

KPA 1: Good Governance	KPA 2: Safe & Healthy Environments	KPA 3: Community Development	KPA 4: Institutional Development	KPA 5: Financial Stability	KPA 6: Infrastructure & Sustainable Living Environments	KPA 7: Communication & Customer Care	KPA 8: Economic Growth & Spatial Transformation
KFA 1: Governance Structures	KFA 5: Safety and Security	KFA 9: Parks and Sports & Recreation	KFA 13: Human Resources & Skills Development	KFA 17: Financial Management	KFA 21: Electricity, Energy Efficiency and Renewable Energy	KFA 27: Communication & Marketing	KFA 29: Municipal Planning & Built Environment
KFA 2: Risk Management	KFA 6: Emergency Services	KFA 10: Libraries, Arts & Culture and Special Programmes	KFA 14: Monitoring & Evaluation and Performance Management	KFA 18: Revenue Management	KFA 22: Roads & Stormwater Infrastructure	KFA 28: Customer Relations	KFA 30: Spatial Planning and Investment
KFA 3: Stakeholder Participation	KFA 7: Disaster Management	KFA 11: Health, ECD and Social	KFA 15: Information Technology	KFA 19: Supply Change Management	KFA 23: Water & Sanitation Infrastructure		KFA 31: Local Economic Development
KFA 4: Intergovernmental Relations	KFA 8: Environmental Health	KFA 12: Cemeteries & Crematoria	KFA 16: Policies, Processes and Procedures	KFA 20: Assets Equipment & Fleet Management	KFA 24: Solid Waste Management		
					KFA 25: Project Management & Public Facilities		
					KFA 26: Climate Change Adaptation and Mitigation		

NUMBER PER KPA	RESPONSIBLE DEPARTMENT	KPI NO	KPA NO	KPA DESCRIPTION	STRATEGIC OBJECTIVE	KFA NO	KFA DESCRIPTION	KEY PERFORMANCE INDICATOR (KPI) 2022/2023	DEFINITION	WEIGHTINGS	5-YEAR TARGET 2022 - 2027	REVIEWED SERVICE DELIVERY & BUDGET IMPLEMENTATION PLAN			
2	CORP	KPI 018	KPA 1	Good Governance	To promote increased participation and improved communication with all key internal and external stakeholders	KFA 03	Stakeholder Participation	Number of events arranged per approved year planner	(1) Council Related Events, approved per Year Planner associated = (1) Draft Year Planner submitted to Head of Department and signed off by Head of Department by 15 Jul 2022 (2) Year Planner approved by Mayoral Committee by 30 Aug 2022 (Mayoral Committee Resolution) (3) Evidence of execution of event planned (1) Report submitted to Mayoral Committee to reflect (1.1) Type of meeting (1.2) Purpose of the Meeting (1.3) Department (1.4) Delegate attended (1.5) Narrative Report from relevant department. (2) Report submitted into reporting cycle within one month after the end of the quarter. (3) Proof of submission into reporting cycle = signature and data receipt by Committees	10	15	1	1	1	
3	CORP	KPI 019	KPA 1	Good Governance	To promote increased participation and improved communication with all key internal and external stakeholders	KFA 04	Inter-governmental Relations	Number of Mayoral Committee reports on formalised inter-governmental Relations (IGR) Fora meetings attended, per quarter		10	20	1	1	1	
5	CORP	KPI 020.2	KPA 1	Good Governance	To promote increased participation and improved communication with all key internal and external stakeholders	KFA 01	Governance Structures	Percentage findings addressed on OPCA Plan	External findings on the OPCA Plan 2021/2022 addressed = OPCA Plan approved by the Municipal Manager on 31 Dec 2022 versus OPCA Plan audited and signed off by internal audit on 30 Jun 2023	10	100%	-	-	95%	
1	CORP	KPI 021	KPA 4	Institutional Development	To transform and align the people, processes and systems of the municipality to achieve its objectives	KFA 15	Information Technology	Average percentage compliance to baseline turn-around time to attend to calls logged via the ICT Help Desk, per month	Definition amendment: Monthly ICT Service Desk Report signed off by the Director: ICT by the 10 th working day monthly wherein compliance to the baseline reaction time to calls is reported, i.e. Number of calls logged, attended to within/outside time limit reported, not to exceed target	9	90%	95%	95%	95%	
2	CORP	KPI 022	KPA 4	Institutional Transformation	To transform and align the people, processes and systems of the municipality to achieve its objectives	KFA 16	Policies, Processes & Procedures	Report status quo of Council's policies to Council	Report to Council = Register of all existing policies reported to Council according to the following format, namely: (1) Policy Description (2) Responsible Department & Relevant Section (3) Policy Owner (3) Council Resolution and date of Council meeting policy was approved, by 30 Sep 2022	9	-	1	-	-	-
3	CORP	KPI 023	KPA 4	Institutional Transformation	To transform and align the people, processes and systems of the municipality to achieve its objectives	KFA 16	Policies, Processes & Procedures	Number of average working days legal actions is assessed	Turnaround time for all legal actions reflecting turn-around time to be within 4 working days (as per court rules, i.e. first day out and last day in, excluding weekends and public holidays) = Date of receipt by Legal Section vs date assessed (determination of legal process to be followed) (2) Report to Mayoral Committee on all legal matters (i.e. legal opinions, assistance and any other matters) attended to, quarterly. Report submitted into the reporting cycle within 10 working days after the end of the quarter	9	4	4	4	4	4
1	CORP	KPI 025	KPA 7	Communication & Customer Care	To deliver inclusive and excellent services to the community	KFA 28	Customer Relations	Number of customer satisfaction outcome survey reports distributed to Mayoral Committee members and HOD's quarterly	Survey report to reflect: (1) The 5 most common complaints (2) The 5 most common affected areas (3) % Level of satisfaction per department (4) Report emailed to all stakeholders (Mayoral Committee, Heads of Department & Committees) by the 15 th working day, quarterly	10	20	1	1	1	1

Handwritten signatures and initials on the right side of the page.

2	CORP	KPI 026	KPA 7	Communication & Customer Care	To deliver inclusive and excellent services to the community	KFA 27	Communication & Marketing	Percentage compliance to the requirements of Section 75 (MFMA) in terms of the Website updating monthly	(1) Website updated within 5 working days after date of the Council Resolution. (2) Monthly Section 75 MFMA compliance checklist signed-off by Acting Executive Director: Corporate Services within 5 working days, after end of each month	5	100%	100%	100%	100%
10	CORP	KPI 027	KPA 1	Good Governance	To promote increased participation and improved communication with all key internal and external stakeholders	KFA 01	Governance Structures	Number of Ward Committee meetings arranged annually	Meetings arranged according to Council approved Annual Year Planner. (Ward Committee meeting represents either establishment or ordinary meeting chaired by the Speaker or Ward Councillor)	10	15	15	15	15
5	CORP	KPI 028	KPA 4	Institutional Transformation	To transform and align the people, processes and systems of the municipality to achieve its objectives	KFA 13	Human Resources & Skills Development	(NKPI - 6) - Percentage of a municipality's budget actually spent on implementing its Workplace Skills Plan (WSP)	Accumulative percentage of municipal budget allocated for training viz % spent reported as per the Solar print-out on Vote (All expenditure to include VAT) and signed off by Director	9	-	-	-	95%
6	CORP	KPI 029	KPA 4	Institutional Transformation	To transform and align the people, processes and systems of the municipality to achieve its objectives	KFA 13	Human Resources & Skills Development	(NKPI - 5) - Number of people from employment equity target groups employed in the three highest levels of management in compliance with a municipality's approved Employment Equity Plan	Report (2022) submitted into reporting cycle by Jan 2023, signature and date of Committee Clerk, to Mayoral Committee, on verified number of appointed staff on the 3 highest levels (Section 56/57, Directors & Deputy Director) as per the municipality's Annual Employment Equity Plan	9	0	0	0	1



A. Groenewald
Municipal Manager

S. Cave
Executive Director: Corporate Services

Date: 13.4.2023

Date: 30 MARCH 23



**PERSONAL DEVELOPMENT PLAN
(PDP)**

ENTERED INTO BY AND BETWEEN:

MIDVAAL LOCAL MUNICIPALITY

AS REPRESENTED BY THE MUNICIPAL MANAGER

**MR. ANTON M. GROENEWALD
MUNICIPAL MANAGER
[“the Employer”]**

and

**MR. SOLLY CAVE
EXECUTIVE DIRECTOR: CORPORATE SERVICES
[“the Employee”]**

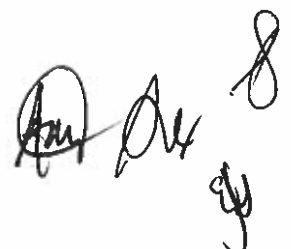
Handwritten signatures in black ink, including a large signature on the left and a smaller one on the right.

1. A Municipality should be committed to:

- (a) the continuous training and development of its employees to achieve its Vision, Mission and Strategic Objectives and empower employees; and
- (b) managing training and development within the ambit of relevant National policies and legislation.

2. A Municipality should follow an integrated approach to Human Resource Management, that is:

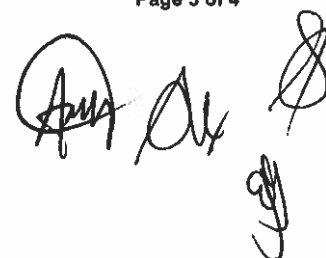
- (a) Human Resource development forms and integral part of human resource planning and management.
- (b) In order for training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals and career pathing.
- (c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approach will also ensure the alignment of individual performance objectives to the Municipality's Strategic Objectives, and that training and development needs can be identified through performance management and appraisal.
- (d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development, they can acquire the necessary competencies to prepare for future positions. A Comprehensive Competency Framework and Profile for Municipal Managers are attached and these should be linked to relevant registered unit standards to specifically assist in compiling Personal Development Plans in consultation with their managers.
- (e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.

Handwritten signatures and initials in black ink, including a large '8' and a signature that appears to be 'A. D. K.'.

3. **The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs**
4. **Compiling the Personal Development Plan attached as Appendix**
 - (a) Competency assessment instruments, which are dealt with more specifically in Appendix 1 and 2, should be established to assist with the objective assessment of employees' actual competencies against their job specific competency profiles and managerial competencies at a given period in time with the purpose of identifying training needs or skills gap.
 - (b) The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his/her employee, to compile a Personal Development Plan. The identified training needs should be entered into Column 1 of Appendix 1, entitled Skills/Performance Gap.

The following should be carefully determined during such a process:

- (i) Organisational needs, which include the following:
 - o Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
 - o The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
 - o Specific competency gaps as identified during the probation period and performance appraisal of the employee.
- (ii) Individual training needs that are job / career related.
- (c) Next, the prioritization of the training needs [1 to ...] should be listed since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs be should be prioritized for purposes of accommodating critical/strategic training and development needs in the HR Plan, Personal Development Plans and the Workplace Skills Plan.

The bottom right corner of the page contains several handwritten signatures and initials. There are three distinct signatures, one of which is a large, stylized 'S' or 'D' shape. Below these, there are some smaller initials and a vertical scribble.

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

