

Steve Tshwete
Local Municipality

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE STEVE TSHWETE LOCAL MUNICIPALITY AS REPRESENTED BY

THOKOZILE ZULU

IN HER CAPACITY AS THE ACTING MUNICIPAL MANAGER

AND

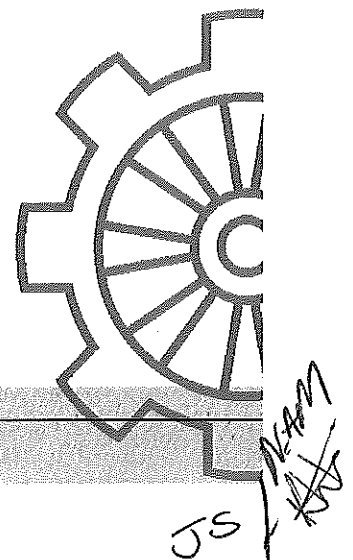
MOTHIBA DAVID MOGOFE

IN HIS CAPACITY AS CHIEF FINANCIAL OFFICER

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 July 2022 – 30 June 2023



PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Municipality of Steve Tshwete Local Municipality herein represented by **THOKOZILE ZULU** in her capacity as Acting Municipal Manager (hereinafter referred to as the Employer)

and

MOTHIBA DAVID MOGOFE employee of the Municipality of Steve Tshwete (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 in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out In the Performance Plan (**Annexure B**);
- 2.4 monitor and measure performance against set targeted outputs;

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- 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 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 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.

4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (**Annexure B**) 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
 - 4.1.3 the competency requirements (**Annexure C** – definitions) as the management skills regarded as critical to the position held by the employee.
- 4.2 The performance objectives and targets reflected in **Annexure B** are set by the Employer in consultation with the Employee and based on the Integrated

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Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

- 4.2.1 The key objectives describe the main tasks that need to be done.
 - 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 The personal development plan (**Annexure D**) sets out the Employee's personal development requirements in line with the objectives and targets of the employer; and
- 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.
- 5.4 The Employee undertakes to actively focus towards the promotion and implementation of the KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Competency Requirements (CCR's) respectively.
 - 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

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

5.5.4 The total score must be determined using the rating calculator

5.6 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 B**), 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
Infrastructure Development and Service Delivery	0
Spatial and Community Development	0
Local Economic Development (LED)	6
Municipal Institutional Development and Transformation	2
Financial Viability and Management	72
Good Governance and Public Participation	20
Total	100%

5.7 In the case of managers directly accountable to the Municipal Manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the Municipal Manager and the relevant manager.

5.8 The CCR's will make up the other 20% of the Employee's assessment score. CCR'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:

Leading Competencies	
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional Performance Management • Strategic Planning and Management • Organizational Awareness
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management
Programme and Project Management	<ul style="list-style-type: none"> • Programme and Project Planning and Implementation • Service Delivery Management • Programme and Project Monitoring and Evaluation •
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and

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	Monitoring
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and improvement • Change Impact Monitoring and Evaluation
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance
CORE COMPETENCE	
Moral Competence	
Planning and Organizing	
Analysis and innovation	
Knowledge and Information Management	
Results and Quality Focus	

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (**Annexure B**) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the Employee's performance; and
- 6.1.2 the intervals for the evaluation of the Employee's performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and Implementation must take place within set time frames.
- 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 6.5 The annual performance appraisal will involve:
- 6.5.1 Assessment of the achievement of results as outlined in the performance plan:
- (a) Each KPA should be assessed according to the extent to which the specified standards or performance Indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An Indicative rating on the five-point scale should be provided for each KPA.

- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

6.5.2. Assessment of the CCR's

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (b) An Indicative rating on the five-point scale should be provided for each CCR.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CCR score.

6.5.3 Overall rating

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

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

Rating	Terminology	Assessment rating description	Total Assessment score	Performance bonus percentiles / range
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The employee has achieved fully effective results against all performance criteria and indicators as specified performance agreement and the performance plan and maintained this in all areas of responsibility throughout the year	150% and above	10% -14%
			150 – 153.4	10%
			153.5 – 156.8	11%
			156.9 – 160.2	12%
			160.2 – 163.6	13%
			163.7- 166	14%
4	Performance Significantly above expectations	Performance is significantly higher that what is expected in this job. The appraisal indicated that the employee has achieved above the fully effective results against more than half of the performance criteria and indicators and fully	130% -149%	5% - 9%
			130 – 133.8	5%
			133.9 – 137.6	6%
			137.7 – 141.4	7%
			141.5 – 145.2	8%

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		achieved all others throughout the year	145.3 - 149	9%
3	Fully Effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the Performance Agreement and performance plan	100% - 129%	4%
2	Performance 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 indicated that the employee has achieved below fully effective results against more than half of the key performances criteria and indicators as specified in the performances agreement and performances plan	66% - 99%	Do not qualify for a performance related reward
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 performances criteria and indicators as specified in the performances agreement and performances plan. The employee has failed to demonstrate the commitment or ability to bring performances up to the level expected in the job despite management efforts to encourage improvement	33% - 65%	Do not qualify for a performance related reward

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

6.7.1 Municipal Manager

6.7.2 Chairperson of the Audit Committee;

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- 6.7.3 Ward committee member (on a rotational basis), where applicable;
- 6.7.4 Member of the Mayoral Committee; and
- 6.7.5 Mayor and/ or Municipal Manager from another Municipality.

7. SCHEDULE FOR PERFORMANCE REVIEWS

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

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

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

8. DEVELOPMENTAL REQUIREMENTS

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

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall-
 - 9.1.1 create an enabling environment to facilitate effective performance by the employee;
 - 9.1.2 provide access to skills development and capacity building opportunities;

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- 9.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 9.1.4 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
- 9.1.5 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.

10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others-
 - 10.1.1 A direct effect on the performance of any of the Employee's functions;
 - 10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 10.1.3 A substantial financial effect on the Employer.
- 10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 11.3 In the case of unacceptable performance, the Employer shall-
 - 11.3.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 11.3.2 after appropriate performance counseling and having provided the necessary guidance and or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

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12. DISPUTE RESOLUTION

12.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and / or any other matter provided for, shall be mediated by-

12.1.1 the MEC for local government In the province within thirty (30) days of receipt of a formal dispute from the Employee; or

12.1.2 any other person appointed by the MEC.

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

13. GENERAL


13.1 The contents of this agreement and the outcome of any review conducted in terms of **Annexure B** may be made available to the public by the Employer.

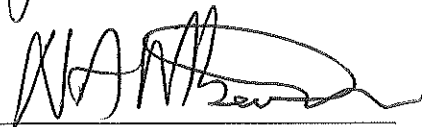
13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other Instruments.

13.3 The performance assessment of the Municipal Manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus done and signed at Middelburg on the31..... day ofJuly..... 2022.

AS WITNESSES:

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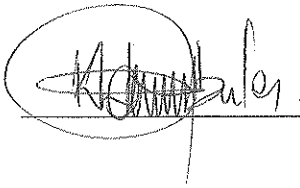
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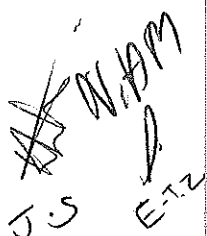


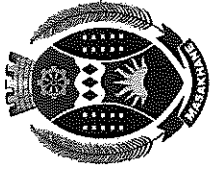


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**Steve Tshwete
Local Municipality**

ANNEXURE B

EXECUTIVE DIRECTOR FINANCIAL SERVICES

MOTHIBA DAVID MOGOFE

PERFORMANCE PLAN FOR 2022-2023

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Municipal name:

Steve Tshwete Local Municipality



Steve Tshwete
Local Municipality

DRAFT IPMS for Chief Financial Officer for the financial year 2022/2023

KPA	Sector	Outcome	Ref No.	Performance Indicator (Output level only)	Quarterly or Annually reporting	Unit of measurement	Indicator Formula	Baseline (Annual Performance of 2021/22 estimated)	Annual target for 2022/23	Target for 2022/23 per Quarter				POE		
										1st Quarter Planned Target	2nd Quarter Planned Target	3rd Quarter Planned Target	4th Quarter Planned Target			
Local Economic Development	Municipal Indicators	Growing inclusive local economies	LED1.11	Percentage of total municipal operating expenditure spent on contracted services physically residing within the municipal area (informed by MFMA Circular No. 7.1)	Q	%	(1) R-value of operating expenditure on contracted services within the municipal area / (2) Total municipal operating expenditure on contracted services within the municipal area	16.3% municipal operating expenditure spent on contracted services physically residing within the municipal area	15%	2	3	4	5	6	7	
										15%	15%	15%	15%	15%	15%	Procurement plan
Local Economic Development	Municipal Indicators	Improved ease of doing business within the municipal area	LED3.21	Percentage of revenue clearance certificates issued within 10 working days from the time of completed application received	Q	%	(1) Number of revenue clearance certificates issued within 10 working days of the time of completed submission / (2) Total number of revenue clearance completed submissions made to the municipality	25% of clearance certificates issued within 10 working days	100	25	25	25	25	25	25	Activity report from
										25	25	25	25	25	25	
KPA	Sector	Outcome	Ref No.	Performance Indicator (Output level only)	Quarterly or Annually reporting	Unit of measurement	Indicator Formula	Baseline (Annual Performance of 2020/21 estimated)	Annual target for 2021/22	Target for 2022/23 per Quarter				POE		
										1st Quarter Planned Target	2nd Quarter Planned Target	3rd Quarter Planned Target	4th Quarter Planned Target			
Municipal Institutional Development	Human Resources	Improved municipal capability	GG1.22	Percentage of vacant posts filled within 3 months (Financial Services)	Q	%	(1) Number of vacant posts filled within 3 months since the date (dd/mm/yyyy) of authority to proceed with filing the vacancy / (2) Number of vacant posts that have been filled	0% of post filled within 3 months	75%	2	3	4	5	6	7	
										75%	75%	75%	75%	75%	75%	Monthly Quarterly vacancy report
Sector	Outcome	Performance Objective	Ref No.	Performance Indicator (Output level only)	Quarterly or Annually reporting	Unit of measurement	Indicator Formula	Baseline (Annual Performance of 2020/21 estimated)	Annual target for 2021/22	Target for 2022/23 per Quarter				POE		
										1st Quarter Planned Target	2nd Quarter Planned Target	3rd Quarter Planned Target	4th Quarter Planned Target			
										2	3	4	5	6	7	

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12	Property valuation	Provide general valuation services to council	FV	7	Number of Supplementary valuation roll compiled by March 2021	A	No	2019/2020: 1 supplementary valuation roll submitted	1 supplementary valuation roll submitted	200	200	200	200	100%	QUARTELY SUBMISSION REPORT.
KPA	Sector	Outcome	Ref No.	Weighting	Performance Indicator (Output level only)	Quarterly or Annually reporting	Unit of measurement	Indicator Formula	Baseline (Annual Performance of 2020/21 estimated)	Annual target for 2021/22	1st Quarter Planned Target	2nd Quarter Planned Target	3rd Quarter Planned Target	4th Quarter Planned Target	FOR
				%											
13	Audit and Good Governance	Improved municipal administration	GG3.11	10	Number of repeat audit findings (Financial Services)	A	No	(1) Simple count of the number of repeat findings itemised in the Auditor-General's report of each municipality	0 of repeat audit findings	1	-	-	1	-	Management Report and Audit Outcome
14	Good Governance	Improved municipal administration	GG	1	Number of Strategic risk register developed	A	No	Simple count of the number of Strategic Risk registers developed	1 Strategic risk register developed	1	1	-	-	-	Risk Register
15	Good Governance	Improved municipal responsiveness	GG2.31	3	Percentage of official complaints responded to through the municipal complaint management system (Financial Services)	Q	%	((1) Number of official complaints responded to according to municipal norms and standards / (2) Number of official complaints received)	70% of official complaints responded	90%	90%	90%	90%	90%	Quarterly complaints report
16	Good Governance	Improved municipal administration	GG3.13	3	Percentage of administrative staff that have declared their financial interests (Financial Services)	A	%	((1) Number of administrative staff that have declared their financial interests / (2) Total number of municipal administrative staff)	New Baseline	100.00%	-	-	100.00%	-	List of employees that submitted financial interest
17	Good Governance	Improved municipal administration	GG	1	Number of Annual Report inputs submitted	Q	No	Simple count of the number of Annual Report inputs submitted	Compilation of the Departmental Draft and Final Annual report information submitted for 2019/2020 financial year by March 2021	2 Annual Report inputs submitted for draft and Final Annual Report	1 Draft Report	-	1 Final report	-	Process Plans, Draft and final report inputs
18	Good Governance	Improved municipal administration	GG	1	Number of organizational and CBB performance reports submitted	Q	No	Organizational and CBB Reports	4 OPMS and 4 CBB reports were prepared and submitted	8 (4 OPMS reports and 4 CBB Reports)	2	2	2	2	Quarterly reports (OPMS and CBB)
19	Good Governance	Improved municipal administration	GG	1	Number of performance reviews conducted	Q	No	Performance reviews conducted	1 Performance reviews conducted	1 Reviews conducted	-	1 (Q4/Annual 2021/2022)	1 (Q2 2022/2023)	-	Performance reviews/scorecards
Total Weighting															100

KEY PERFORMANCE AREA		Total Number of KPI's
Infrastructure Development and Basic Service Delivery		0
Spatial and Community Development		0

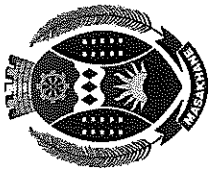
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5	5	Change Leadership	Able to direct and initiate institutional transformation on all levels in order to successfully drive and				
6	8	Governance Leadership	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to				
7	10	Moral competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence				
8	8	Planning and Organising	Able to plan, prioritize and organize information and resources effectively to ensure the quality of service				
9	10	Analysis and Innovation	Able to critically analyze information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives				

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**Steve Tshwete
Local Municipality**

ANNEXURE C

CORE COMPETENCIES (CCR)

Entered into by and between
Steve Tshwete Local Municipality
[“the Employer”]

THOKOZILE ZULU

and

MOTHIBA DAVID MOGOFE
[“the Employee”]

Period: 01 July 2022 – 30 June 2023

The CCRs will make up the other 20% of the **Employee's** assessment score as follows:

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Competencies	Components	Competency Definition	Weighting % (total 100%)
Leading competencies			
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	Provide and direct a vision for the institution, and inspire and deploy others to delivery on the strategic institutional mandate	7%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and dispute Management 	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives	5%
Programme and Project Management	<ul style="list-style-type: none"> • Programme and Project Planning and Implementation • Service Delivery Management • Programme and Project Monitoring and Evaluation 	Able to understand programme and project management methodology; plan, manage, monitor and evaluate specific activities in order to delivery on set objectives	8%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner	15%

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Competencies	Components	Competency Definition	Weighting % (total 100%)
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and improvement • Change Impact Monitoring and Evaluation 	Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community	5%
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance management • Cooperative Governance 	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships	8%
Core Competencies			
Moral competence	-	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence	10%
Planning and Organising	-	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk	8%

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Steve Tshwete
Local Municipality

PERSONAL DEVELOPMENT PLAN (PDP)

Entered into by and between
Steve Tshwete Local Municipality
[“the Employer”]

and

MOTHIBA DAVID MOGOFE

[“the Employee”]

Period: 01 July 2022 – 30 June 2023

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Explanatory Notes to the Personal Development Plan

1. Introduction

1.1 The Steve Tshwete Local Municipality is committed to –

- a) the continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and
- b) managing training and development within the ambit of relevant national policies and legislation.

1.2 The Steve Tshwete Local Municipality will follow an integrated approach to Human Resource Development, that is:

- a) Human resource development will form an integral part of human resource planning and management.
- b) In order for the Steve Tshwete Local Municipality's training and development strategy and plans to be successful it will be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals, career pathing, scarce skills and talent management and succession planning.
- c) To ensure the necessary linkage with performance management, the municipality's Performance Management and Development System will provide for the Personal Development Plans of employees to be included in their annual Performance Agreements. Such approach will ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs are also identified during the performance management and appraisal process.
- d) Career-pathing and succession planning ensures that employees are placed and developed in jobs according to aptitude and identified potential and through training and development acquire the necessary competencies to prepare them for future positions. Scarce skills and talent management also requires appropriate training, education and development interventions.

2. Competence Modelling

2.1. What does an institution mean when it says an employee/prospective employee is competent if he/she fits a managerial competency framework or occupational competency profile? The institution is in fact expressing competence as a **future-oriented** ideal that they require to achieve their strategic objectives [The institution is in effect giving a depiction of the desired or required knowledge, skills and attributes for an individual in a specific position]. For competence to be useful, the associated competence should be greater than the observed performance as it will allow the individual growth towards this 'ideal'.

2.2. There is however a risk in expressing a required competence that a current or prospective employee should adhere to in the future, as the future is, by definition, uncertain. Managers cannot know how an employee will perform in the future nor can they know how employees that they did not select, did not promote, did not award a qualification to, might perform.

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2.3. Moreover, managers do not make their expressions in a social vacuum. They do so within a social context in which there are various actors, various stakeholders, with different interests, accountabilities, different things they are trying to achieve and various ways in which others will hold them accountable. If managers are selecting employees, they shall similarly have to justify their decisions to others. Relevance thus becomes an obvious issue that affects the level of confidence in such a decision. Various human resources procedures and systems need to be established to maintain the relevance of the expression of competence to the requirements of the employer. Confidence is the basis on which the various parties implicated in the decisions and actions taken within a competence system will seek to account to others for those decisions and actions.

2.4. When linking a decision that a prospective employee / current employee is competent the communication is based on what may be called conventions of assessment. Some common understanding is achieved by which a certain set of arrangements become socially accepted as the basis for linking different contexts. Contexts differ, in particular in terms of time. So performance in the past is linked to future situations in which desired performance is anticipated. This linking of contexts will normally involve some model, some way of accounting for the claimed link. The **COGTA** has decided on:

2.4.1.A managerial competency framework as an expression of required managerial competencies.

2.4.2. Occupational competency profiles as expression of occupation / post competency requirements.

3. **Compiling the Personal Development Plan attached as the Appendix.**

3.1 The aim of the compilation of Personal Development Plans (PDPs) is to identify, prioritise and implement training needs

3.2 The Local Government: Municipal Systems Act: Guidelines: Generic senior management competency framework and occupational competency profiles provides comprehensive information on the relevance of items 2.4.1 and 2.4.2 above to the PDP process. The Municipal Finance Management Competency Regulations, such as those developed by the National Treasury and other line sector departments' legislated competency requirements need also be taken into consideration during the PDP process.

3.3 The assessment results of a manager against the minimum requirements contained in the managerial competency framework and occupational competency profiles will assist a manager, in consultation with his / her employee, to **compile a Personal Development Plan** as follows:

(a) The identified training needs should be **entered into column 1 of the Appendix, entitled Skills/Performance Gap**. The following should be carefully determined during such a process:

i) Organisational needs, which include the following:

- Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
- The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job

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description should be compared to the current competency profile of the employee to determine the individual's competency gaps.

- Specific competency gaps as identified during the probation period and performance appraisal of the employee.

ii) Individual training needs that are job / career related.

- (b) Next, the **prioritisation of the training needs [1 to ...] in column 1 should also be determined** since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritized for purposes of accommodating critical / strategic training and development needs in the HR Plan, Personal Development Plans and the Workplace Skills Plan.
- c) Consideration must then be given to the **outcomes expected in column 2 of the Appendix**, so that once the intervention is completed the impact it had can be measured against relevant output indicators.
- d) **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 interventions should be listed in **column 3 of the Appendix, entitled: Suggested training and / or development activity**. The training / development must also be conducted either in line with a recognised qualification from a tertiary institution or unit standards registered on the National Qualifications Framework (South African Qualifications Authority), 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 with regard to a specific outcome / skills gap identified (and registered with the South African Qualifications Authority). Unit standards usually have measurable assessment criteria to determine achieved competency. There is more detail on this in item 4 below.
- e) **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.
- f) **Column 4 of the Appendix: The suggested mode of delivery** refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity should impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him / her to read e.g. legislation]; internal or external training provision; coaching and / or mentoring and exchange programmes, etc.
- g) The **suggested time frames (column 5 of the Appendix)** enable managers to effectively plan for the annum e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.
- h) **Work opportunity created to practice skill / development areas, in column 6 of the Appendix**, further ensures internalisation 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).

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(i) The final column, **column 7 of the Appendix**, provides the employee with a **support person** that could act as coach or mentor with regard to the area of learning.

3.4 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 (LGSETA).

3.5 Funding should be made available for training, education and development, in line with the Skills Development Act, at least 1% of the personnel budget must be earmarked for it. Additional funding can also be secured in terms of the provisions of the Skills Development Levies Act from the LGSETA if:

- (a) A Skills Development Facilitator has been appointed.
- (b) The Workplace Skills Plan has been submitted.

4. Life-long learning

4.1 It was agreed that an outcomes-based Lifelong Learning Development Framework would be the basis on which Curriculum 2005 would be developed. The basic principle is that learners should be able to progress to higher levels of achievement by mastering prescribed learning outcomes. Learning programmes should thus facilitate progression from one phase or learning outcome to another and from any starting point in the education and training system. Prior knowledge (acquired informally or by work experience, would also have to be assessed and credited. National qualifications would be awarded, at each of the levels of the National Qualifications Framework (NQF) [see the attached definitions] provided that candidates have accumulated certain combinations of credits and have abided by probable rules of combinations required for such qualifications.

4.2 Eight learning areas were identified to form the basis of all education up to the Further Education and Training Certificate:

Nr.	Learning Area
1	Language, Literacy and Communication
2	Mathematical Literacy, Mathematics and Mathematical Science
3	Human and Social Sciences
4	Natural Sciences
5	Technology
6	Arts and Culture
7	Economic and Management Sciences
8	Life Orientation

4.3 As is clear from the definitions, there will be four phases, with Adult Basic Education and Training (ABET) linked to the first three. The history of school education had the effect that the majority of the adult population for black communities, were provided with inadequate education or no schooling. Thus ABET is viewed as a

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force for social participation and economic development and has been brought into the mainstream of the education and training system. The underlying principles are that ABET should provide a general basic education, promote critical thinking and empower individuals to participate in all aspects of society, and promote active learning methods, and, ABET should lead to nationally recognized certificates based on clear national standards assessed as learning outcomes.

4.4 Once the foundation phase is addressed the other phases can follow suit. In this regard the discussion in item 3.3 (d) refers. Note should also be taken that in addressing professionalization within the local government sector there may be a need to develop vocational qualifications.

PERSONAL DEVELOPMENT PLAN

Skills performance gap (in order of priority)	Outcomes expected <i>(measurable indicators, quantity, quality and time frames)</i>	Suggested training and/or development activity	Suggested mode of delivery	Suggested time frame	Work opportunity created to practice skills/ development area	Support persons
None						

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