

# PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAANDA PRINGLE RAEDANI

# **AND**

CHIEF FINANCIAL OFFICER: FINANCIAL MANAGEMENT SERVICES

DOROTHY SEKGOLOLO DIALE

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2018 TO 30 JUNE 2019

er: M.P.

#### PERFOMANCE MANAGEMENT AGREEMENT

#### **ENTERED INTO BY AND BETWEEN**

MOGALE CITY LOCAL MUNICIPALITY herein represented by M.P. RAEDANI as the MUNICIPAL MANAGER (hereinafter referred to as the Employer or Supervisor)

And

DOROTHY SEKGOLOLO DIALE as the CHIEF FINANCIAL OFFICER: FINANCIAL MANAGEMENT SERVICES of MOGALE CITY LOCAL 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 Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as the "the Parties".
- 1.2 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.
- 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B), 57(C) and 57(5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014.

# 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), (4C) and (5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014 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 whether the employee has met the performance expectations applicable to his job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

#### 3. COMMENCEMENT AND DURATION

- This Agreement will commence on the **01 JULY 2018** and will remain in force until **30 JUNE 2019**; 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 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.3 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.
- 3.4 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 A) sets out-
  - 4.1.1 The performance objectives and targets that must be met by the Employee; and
  - 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the



Budget of the Employer, and shall include key objectives; key performance indicators; target and weightings.

- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe within which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 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

- 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.

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

- The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 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 (KPAs) and the Core Competency Requirements (CCRs)/ Core Managerial Competencies (CMC) respectively.
  - 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
  - 6.2.3 KPAs covering the main areas of work will account for 80 weighting and CCRs will account for 20 weighting of the final assessment.

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NO

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 (as outlined within the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006), and will constitute 80 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee:

KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING %
Service Delivery and Infrastructure Development	0%
Financial Viability	30%
Good Governance & Public Participation	60%
Municipal Transformation& Organizational Development	0%
Local Economic Development	10%
Total	100%

6.4 The Leading & Core Competencies will make up the other 20% of the Employee's assessment score. The competency framework consists of six (6) leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.

The six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level.

LEADING COMPETENCY I	REQUIREMENTS	WEIGHTS %
Strategic Direction and Leadership	<ul> <li>Impact and influence</li> <li>Institutional Performance         Management</li> <li>Strategic Planning and Management</li> <li>Organizational Awareness</li> </ul>	20%
People Management and Empowerment	<ul> <li>Human Capital Planning &amp; Development</li> <li>Diversity Management</li> <li>Employee Relations Management</li> <li>Negotiation and Dispute Management</li> </ul>	10%
Program & Project Management	<ul> <li>Program &amp; Project Planning and Implementation</li> <li>Service Delivery Management</li> <li>Program &amp; Project Monitoring &amp; Evaluation</li> </ul>	10%
Financial Management	<ul> <li>Budget Planning &amp; Execution</li> <li>Financial Strategy &amp; Delivery</li> <li>Financial Reporting &amp; Monitoring</li> </ul>	20%
Change Leadership	Change Vision & Strategy	15%

2018/2019 Performance Management Agreement entered into by and between Municipal Manager: M.P. Raedani and Chief Financial Officer: Financial Management Services: Dorothy Diale Page

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LEADING COMPETENCY	REQUIREMENTS	WEIGHTS %
	<ul> <li>Process Design &amp; Improvement</li> <li>Change Impact Monitoring &amp; Evaluation</li> </ul>	
Governance Leadership	<ul> <li>Policy Formulation</li> <li>Risk and Compliance Management</li> <li>Cooperative Governance</li> </ul>	25%
COR	E COMPETENCIES	_
	Moral Competence	
	Planning and Organizing	
	Analysis and Innovation	
Knowledg	ge and Information Management	
	Communication	
F	lesult and Quality Focus	
TOTAL		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 (PDP) 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 hoc tasks that had to be performed under the KPA;
    - (b) An indicative rating on the five-point scale should be provided for each KPA;

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

# 7.5.2 Assessment of the Competencies

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

### 7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the 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 CCRs:

OVERALL PERFORMANCE	RATING	PERFORMANCE SCORE
Unacceptable Performance	1	0% - 59% and below
Performance does not meet the standard expected for the job. The employee has failed to demonstrate the commitment level expected in the job despite management efforts to encourage improvement.		
Performance Not Fully Effective	2	60% – 74%
Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job.		
Performance Fully Effective	3	75% – 79 %
Performance fully meets the standards expected in all areas of the job		
Performance Significantly Above Expectations/	4	80% – 89 %



OVERALL PERFORMANCE	RATING	PERFORMANCE SCORE
Exceptional Performance		
Performance is significantly higher than the standard expected in the job.		
Outstanding Performance	5	90% – 100 %
Performance far exceeds the standard expected of an employee at this level.		

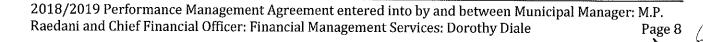
- 7.7 For purposes of evaluating the performance of the Executive Manager: Community Development Services, an evaluation panel constituted by the following persons must be established
  - 7.7.1 Municipal Manager;
  - 7.7.2 Chairperson of the Performance Audit Committee or Audit Committee in the absence of a Performance Audit Committee;
  - 7.7.3 Member of the Mayoral Committee;
  - 7.7.4 Municipal Manager from another Municipality; and

# 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or 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:

Quarter	Timeline	Date of the Review
First Quarter	July – September 2018	Second week of October 2018
Second Quarter	October – December 2018	Second week of January 2019
Third Quarter	January – March 2019	Second week of April 2019
Fourth Quarter	April – June 2018	Not applicable

8.2 The Employer shall keep a record of all formal and informal reviews, including 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 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 solutions to common problems that my 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;

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- 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 rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of performance and the amount payable would be calculated on the following basis:

		Performance Rating	Bonus Amount
1.	0% - 59%	Performance Unacceptable	0% of total package
2.	60% - 69%	Performance Not Fully Effective	
3.	70% - 79%	Performance Fully Effective	Remuneration Progression
4.	80% - 89%	Performance Significantly Above Expectations/ Exceptional Performance	Remuneration Progression     5% - 9% of Total Package
5.	90% - 100%	Outstanding Performance	Remuneration Progression     10% - 14% of total package

- 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 or her performance; and
  - 12.3.2 after appropriate counseling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

#### 13. DISPUTE RESOLUTION

13.1 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provide for, shall be mediated by –

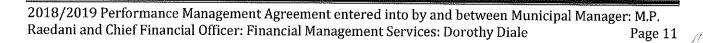
13.1.1 In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

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

#### 14. GENERAL

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

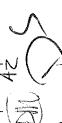


	ne obligations, duties or accountabilities of the if employment, or the effects of existing or new r other instruments.
Thus done and signed at hougestoneon the	is the 13 day of MAJ 2019
AS WITNESSES:	The state of the s
1. Hawa	
2. Notetsi	EMPLOYEE (Chief Financial Officer)
Thus done and signed at Kengersdap on the	is the and day of May 2018
AS WITNESSES:	
1. marke	EMPLOYER (Municipal Manager)
2. Chipre	, <u> </u>

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	RESPONSIBLE PERSON		Chief Financial Officer				Chief Financial Officer		Chief Financial	Officer		, d	Officer				RESPONSIBLE PERSON		Chief Financial Officer			Chief Financial Officer	
	TYPE OF EVIDENCE PER QUARTER		In-year monitoring report	-				Billing report		Creditors report		•	management		osts.		TYPE OF EVIDENCE PER QUARTER		OPCA Progress report			FCMM report	
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		Chief Financial Officer				Chief Financial	}		RESPONSIBLE PERSON		Chief Financial Officer		1	RESPONSIBLE PERSON	Chief Financial Officer	Chief Financial Officer
:		MFMA implementation monitoring cheklist	and proof of submission			Quarterly report on SCM	}		PER	1	Township Approval Report			EVIDENCE	Project Plan that informs the Budget signed by relevent \$56 submitted to Budget and Treasury	Six (6) 2018/2019 Performance Management Agreements signed with Managers
100%	100%	100%	100%	100%	100%	100%	100%		PROGRAM ME/ PROJECT MILESTON	100%	100%	100%		ω	Project Pk Budget sign submitte	Six (e) 2018 Managemen with
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		% compliance to the MFMA				% implementation of SCM operations	checklist		KEY PERFORMANCE INDICATOR	% completeness of r	customers registered in	San			(Strategic Planning and Management) Approved Departmental Strategic Plan aligned to the SDBIP (to inform the 2019/2020 budget) (Project Plan that informs the Budget)	No. of Individual Performance Management Agreements signed with Managers by 31 August 2018
		All Wards				All Wards		7: 10%	WARD\$ TO BENEFIT		All Wards			WEIGH!	w	5
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	ĸ	% development review of job profiles as per CSS schedule	3= 100% before 31 May 2019	Signed schedule from ODD	Chief Financial	
***			4= 100% before 30 April 2019		Officer	
			5= 100% before 31 March 2019			
People Management and Empowerment	'n	Development of Personal Development Plans (PDFs) for Managers	1=PDPs developed and 2=PDPs developed and 2=PDPs developed and 2=PDPs developed and 3=PDPs developed and 4=PDPs developed and 3=PDPs de	Proof on the submission of PDPs for Managers submitted to Learning and Development Subdivision for implementation	Chief Financial Officer	
	ห	Time taken to finalise employee grievances within the prescribed timelines	1= 100% disputes finalised 16 2= 100% disputes finalised 11. 15 days after the set 15 days after the set 16 days after the set 17 days after the set 18 days after the set 100% disputes finalised 1100% disputes finalised	Grievance procedure form, list of grievances (register) and the report	Chief Financial Officer	
Program and Project Management	10	Service Delivery Management	1= 80% implementation of the BOW implementation of the SPEBIN SPE	SDBIP Quarterly Performance Reports from Monitoring and Evaluation Division	Chief Financial Officer	



					***************************************	
Financial Management	<b>0</b>	% Negative Variance on operational budget spent	expenditure expenditure 2= 6% unauthorised expenditure expenditure expenditure expenditure expenditure expenditure expenditure f= 5% savings 5= 10% savings	1 July 2018 to 30 June 2019 In year monitoring report	Chief Financial Officer	
	10	% of Financial Management Grant spent at the end of financial year	1= 92% Spent 2= 94% Spent 3= 96% Spent 4= 98% Spent 5= 100% Spent	1 July 2018 to 30 June 2019 In year monitoring report	Chief Financial Officer	
	ဟ	% Change Management Plan Implementation	1=59% and Below 2=60-79% Implementation 3=80% Implementation 4=82% Implementation 5=84%Implementation	Change Management Plan for implementation of the MSCOA and SCM	Chief Financial Officer	
Change Leadership	10	Communication to employees	1= 2 meetings 2= 3 meetings 3= 4 meetings 4= 5 meetings 5= 6 meetings	Agenda and Attendance Register of departmental meetings	Chief Financial Officer	
	10	(Property Rates; Municipal Property Rates By-Laws; Credit Control and Debt Collecton; Asset Management, Virement; Unauthorised, Iragular, Frulfess and Wasteful Expenditure; Corporate Social Responsibility Fund and Supply Chain Management Policies)	1=59% and Below 2=60-79% 3=80% 4=81-90% 5=91-100%	Revised and Developed Policies vs Policies submitted to Council in the 2016/2019 financial year for Approval	Chief Financial Officer	
Governance Leadership	10	% Implementation of the annual risk management implementation plan	1=59% and Below 2=60-79% 3=80% 4=82% 5=84%	Dashboard Risk Management Reports from M&E	Chief Financial Officer	
	<b>60</b>	% implementation of the record management policy	1=59% and Below 2=60-79% 3=80% 4=82% 5=84%	Checkist on completeness from CSS and the Department MunAdmin report mail book with reference	Chief Financial Officer	
Total=100 Signed and Accepted By the Chief Financial Officer	nancial Off	ficer				The state of the s
Dorothy Diale		61				
Approved by the Municipal Manager, Maanda Pringle Raedani Date: 30   5   00		and a				
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