

**Performance Agreement for the Acting Director: Public Safety
for the period 18 July 2023 – 30 June 2024.**

RUSTENBURG LOCAL MUNICIPALITY



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE RUSTENBURG LOCAL MUNICIPALITY
REPRESENTED BY**

Mr Keaobaka Ignatius Boikanyo

in his capacity as **Acting Municipal Manager of
Rustenburg Local Municipality**
(the "Employer")

And

Mr Mamacheu Ramothwala

in his capacity as the
Acting Director: Public Safety
of **Rustenburg Local Municipality**
(the "Employee")
(Collectively referred to as the "Parties")

FOR THE PERIOD 18 JULY 2023 – 30 JUNE 2024

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

CONTENTS

| | |
|--|----|
| PERFORMANCE AGREEMENT | 2 |
| 1. INTRODUCTION | 2 |
| 2. PURPOSE OF THIS AGREEMENT | 3 |
| 3. COMMENCEMENT AND DURATION | 3 |
| 4. PERFORMANCE OBJECTIVES | 4 |
| 5. PERFORMANCE MANAGEMENT SYSTEM | 4 |
| 6. COMPETENCY FRAMEWORK | 5 |
| 7. PERFORMANCE ASSESSMENT | 7 |
| 8. SCHEDULE FOR PERFORMANCE REVIEWS | 10 |
| 9. DEVELOPMENTAL REQUIREMENTS | 10 |
| 10. OBLIGATION OF THE EMPLOYER | 11 |
| 11. CONSULTATION..... | 11 |
| 12. MANAGEMENT OF EVALUATION OUTCOMES..... | 11 |
| 13. DISPUTE RESOLUTION | 12 |
| 14. GENERAL | 13 |
| 15. SIGNATORIES | 13 |

Annexure: A Performance Plan

Annexure: B Personal Development Action Plan

*RD
ME*

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Rustenburg Local Municipality represented by Mr Keabaka Ignatius Boikanyo in his capacity as Acting Municipal Manager (hereinafter referred to as the Employer or Supervisor) and Mr Mamacheu Ramothwala in his capacity as the Acting Director Public Safety (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”) from **18 July 2023 to 30 June 2024**. 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) and 57(5) of the Systems Act.
- 1.5. In the agreement the following terms will have the meaning ascribed thereto:
 - a) **this agreement**- means the performance agreement between the Employer and Employee and the Annexures thereto;
 - b) **the Municipal Manager**- means the Municipal Manager of the Rustenburg Local Municipality appointed in terms Section 54A of the Local Government Municipal Systems Act;
 - c) **the Employee**- means the manager appointed in terms of Section 56 of the Systems Act;
 - d) **the Employer**- means Rustenburg Local Municipality; and
 - e) **the Parties**- means the Employer and Employee.

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 2.1. comply with the provisions of Section 57(1) (b), (4A) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2. specify objectives and targets defined and agreed with the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery Budget and Implementation Plan (SDBIP) and the budget of the municipality.
- 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 employment and/or to assess 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

- 3.1. Notwithstanding the date of signature hereto, this Agreement will commence on the **18 July 2023 to 30 June 2024** where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.3. If at any stage during the validity of this Agreement the work environment alters to the extent that the contents of this Agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised.

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

4. PERFORMANCE OBJECTIVES

- 4.1. The Performance Plan (Annexure A) sets out-
- a) the performance objectives and targets that must be met by the Employee; and
 - b) 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, Budget and Service Delivery, Budget and implementation Plan of the Employer, and shall include key objectives; key performance indicators; target dates 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 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 municipality.
- 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 Key Performance Areas (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 must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

Areas (KPAs) and the Core Competency Requirements (CCRs), respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

- 5.6. The employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

| KEY PERFORMANCE AREAS | WEIGHTING |
|--|-----------|
| Basic Service Delivery | 55% |
| Local Economic Development | 0% |
| Municipal Financial Viability | 20% |
| Municipal Institutional Development and Transformation | 0% |
| Good Governance and Public Participation | 25% |
| Spatial Rationale | 0% |
| 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.

6. COMPETENCY FRAMEWORK

- 6.1. A person appointed as a senior manager must have the competencies as set out in this framework. Focus must also be placed on the following key factors:
- a) Critical leading competencies that drive the strategic intent and direction of local government;
 - b) Core competencies which senior managers are expected to possess, and which drive the execution of the leading competencies; and
 - c) The eight Batho Pele principles.
- 6.2. The competency framework consists of **six leading competencies** which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.
- 6.3. The competency framework further involves **six core competencies** that act as drivers to ensure that the leading competencies are executed at an optimal level.

Performance Agreement for the Acting Director: Public Safety for the period 18 July 2023 – 30 June 2024

6.4. Competency Framework Structure

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

| CRITICAL LEADING COMPETENCIES | | |
|--------------------------------------|---|---------------|
| Six (6) Leading Competencies | Twenty (20) driving competencies | Weight |
| Strategic Direction and Leadership | <ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness | 10% |
| People Management | <ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management | 10% |
| Program and Project Management | <ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation | 10% |
| Financial Management | <ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring | 10% |
| Change Management | <ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation | 5% |
| Governance Leadership | <ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance | 10% |
| SIX (6) CORE COMPETENCIES | | |
| Moral Competence | | 5% |
| Planning and Organising | | 10% |
| Analysis and Innovation | | 10% |
| Knowledge and Information Management | | 10% |
| Communication | | 5% |
| Results and Quality Focus | | 5% |
| Total | | 100% |

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

7. PERFORMANCE ASSESSMENT

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 strategic objectives 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) Values are supplied for KPI's and Activities under each KPA as part of the Institutional Assessment. Based on the Target for an activity or KPI, over or under performance are calculated and converted to the 1-5-point scale automatically. These scores are carried over to the applicable employee's performance plan. During assessment, the employee has a chance to submit evidence of performance for appropriate rating
 - c) The assessment of the performance of the Employee is therefore based on the following rating scale for KPIs and subsequent Leading Competencies and Core Competencies:

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

| Level | Rating | Terminology | Description |
|-------|-----------|--|---|
| | 1 2 3 4 5 | | |
| 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 Performance Agreements 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 performances criteria and indicators as specified in the Performance Agreements and Performance Plan. |
| 1 | | Unacceptable Performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the Performance Agreements 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. |

d) The Employee will submit her self-evaluation to the Employer prior to the formal assessment with the Panel; and

e) An overall score will be calculated based on the total of the individual scores calculated above.

7.5.2. Assessment of the Leading Competencies and Core Competencies:

- a) There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance.
- b) All competencies must therefore be considered as measurable and critical in assessing the level of a senior manager's performance.

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

- c) The competency framework is underscored by four (4) achievement levels that act as benchmark and minimum requirements for other human capital interventions, which are, recruitment and selection, learning and development, succession and planning, and promotion.

7.5.3. Achievement Levels

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

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

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

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

7.6. Performance Assessment Panel

7.6.1. For purpose of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established:

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

- a) Municipal Manager;
- b) Chairperson of the Performance Audit Committee (PAC) or the Audit Committee (AC) in the absence of a Performance Audit Committee
- c) Member of the Mayoral or Executive Committee or in respect of a plenary type municipality, another member of Council.
- d) Municipal Manager from another municipality; and
- e) The Manager responsible for Human Resources of the municipality must provide Secretariat services to the evaluation panels.

8. SCHEDULE FOR PERFORMANCE REVIEWS

- 8.1. The performance of each employee in relation to his/her performance agreement must be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

1st quarter: Not later than end of the third week of October.
2nd quarter: Not later than end of the third week of January.
3rd quarter: Not later than end of the third week of April.
4th quarter and annual review: second week of August

- 8.2. The Employer shall keep a record of the mid-year review and annual assessment meetings
- 8.3. Performance feedback must be based on the Employer's assessment of the Employee's performance.
- 8.4. The Employer will be entitled to review and make reasonable changes to the provisions of **Annexure A** from time to time for operational reasons on agreement between both parties.
- 8.5. The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended on agreement with both parties.

9. DEVELOPMENTAL REQUIREMENTS

- 9.1. The Personal Development Plan (PDP) for addressing developmental gaps must form part of the performance agreement and will not be affected by the amendment.

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

10. OBLIGATION OF THE EMPLOYER

10.1. The Employer must –

- a) Create an enabling environment to facilitate effective performance by the employee.
- b) Provide access to skills development and capacity building opportunities.
- c) Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee.
- d) 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
- e) 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 –

- a) A direct effect on the performance of any of the Employee's functions.
- b) Commit the Employee to implement or to give effect to a decision made by the Employer; and
- c) A substantial financial effect on the Employee.

11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 11.1 above, 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 all-inclusive annual remuneration package shall be payable to the Employee in recognition of performance, in determining the performance bonus the relevant percentage is based on the

ME
②

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

14. GENERAL

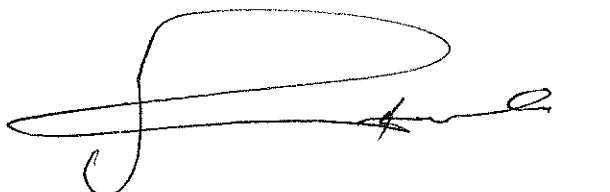
- 14.1. The contents of this performance agreement must be made available to the public by the Employer.
- 14.2. Nothing in this agreement diminishes the obligation, duties or accountabilities of the Employee in terms of his or her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

15. SIGNATORIES

Signed at **RUSTENBURG** on this 18 day of July 2023.

AS WITNESSES:

1. T. Mthethwa
2. Mabasa



**MR MAMACHEU RAMOTHWALA
ACTING DIRECTOR PUBLIC SAFETY**

Signed at **RUSTENBURG** on this 18 day of July 2023.

AS WITNESSES:

1. Exikente
2. Cee



**MR KEAOBARA IGNATIUS BOIKANYO
ACTING MUNICIPAL MANAGER**

**Performance Agreement for the Acting Director: Public Safety for the period 18
July 2023 – 30 June 2024**

overall rating, calculated by using the applicable assessment-rating calculator.

The performance bonus will be awarded based on the following scheme:

| No | Final Score | Per cent Performance Bonus |
|----|-----------------|----------------------------|
| | Below 130% | 0% |
| 1 | 130.0% | 5.0% |
| 2 | 131.0% -135.0% | 6.0% |
| 3 | 136.0% -140.0% | 7.0% |
| 4 | 141.0% - 145.0% | 8.0% |
| 5 | 146.0% - 149.0% | 9.0% |
| 6 | 150.0% -154.0% | 10.0% |
| 7 | 155.0% - 159.0% | 11.0% |
| 8 | 160.0% - 164.0% | 12.0% |
| 9 | 165.0% - 169.0% | 13.0% |
| 10 | Above 169% | 14.0% |

12.3. In the case of unacceptable and/or poor performance, the Employer shall –

- a) provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- b) 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 or her duties.

13. DISPUTE RESOLUTION

13.1. Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or salary increment in the agreement, must be mediated by –



- a) In the case of the municipal manager, the MEC for Local Government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC. whose decision shall be final and binding on both parties.

13.2. Any disputes about the outcome of the employee's performance evaluation, must be mediated by –


- a) In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e), within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.


@
ME

SIGNATURES

| SIGNED AND ACCEPTED ON BEHALF OF THE EMPLOYER | | SIGNED AND ACCEPTED BY THE EMPLOYEE | |
|--|--|--|--|
| NAME: MR KI BOIKANYO | | NAME: MR ME RAMOTHWALA | |
| SIGNATURE:  | | SIGNATURE:  | |
| DATE: 18/07/2023 | | DATE: 18/07/2024 | |

Witnesses:

1.  _____

2.  _____

Witnesses:

1.  _____

2.  _____

RUSTENBURG LOCAL MUNICIPALITY



PERFORMANCE PLAN 2023/2024 FOR

**Mr. Mamacheu Ramothwala
Acting Director: Public Safety**

Contents

| | | |
|----|---|----|
| 1. | BACKGROUND | 3 |
| 2. | DURATION AND CONDITIONS | 3 |
| 3. | POSITION PURPOSE | 3 |
| 4. | PERFORMANCE REVIEW PROCEDURE | 4 |
| 5. | FUNCTIONAL ALIGNMENT OF THE INDIVIDUALS PERFORMANCE SCORECARD TO THE INTERGRATED DEVELOPMENT PLAN (IDP) OF THE ORGANISATION | 5 |
| 6. | KEY PERFORMANCE AREA SCORECARD | |
| 7. | COMPETENCY REQUIREMENTS | |
| 8. | CONSOLIDATED SCORESHEET (PERFORMANCE ASSESSMENT CALCULATOR): MUNICIPAL MANAGER | 18 |

1. BACKGROUND

This Plan defines the council's expectations of the Acting Director: Public Safety in accordance with the acting director: Public Safety's performance agreement to which this document is attached. Section 57(5) of the Municipal System Act and the Performance Regulations gazette in Notice No 805, published on 1 August 2006, which provides the performance objectives and targets must be on the key performance indicators set out from time to time in the Municipality's Integrated Development Plan and determined by the Mayor (as represented of Council).

There are of 5 parts to this plan:

1. A statement about the purpose of the position
2. Performance review procedure
3. Technical Scorecard detailing key performance areas (KPA's) and their related performance indicators, weightings and target dates
4. Competency Requirements
5. Consolidated scorecard (Performance Assessment Calculator)

2. DURATION AND CONDITIONALITIES

2.1. The period of this amended **Performance Plan** is from 18 July 2023 to 30 June 2024.

2.2. There are no pre-and/or current Employment conditions attached to this Amended Performance Plan

Signed and accepted by the **Acting Director: Public Safety**:  Date: 18/07/2023

Signed by the **Acting Municipal Manager** on behalf of Employer:  Date: 18/07/2023

3. POSITION PURPOSE

The Director: Public Safety is required to:

- (i) Lead and direct the Directorate through effective strategies to fulfil the objects of local government provided for in the Constitution, 1996 and any other legislative framework that govern the local government
- (ii) Fostering relationships between the Municipal Council and its Social Partners with specific focus to the functional areas; and
- (iii) Creating an environment that defines the purpose and role of local government to involve people in shaping the future of communities

As the head of the Directorate of the municipality, the Acting Director is responsible for and performs the following functions:

- (i) Good governance and public participation
- (ii) Sustainable infrastructure and basic service delivery
- (iii) Local economic development
- (iv) Municipal transformation and organisation development and;
- (v) Municipal financial viability and management

4. PERFORMANCE REVIEW PROCEDURE

1. A performance review will be held on a quarterly basis with a formal performance review bi-annually in December/January and in June/July after the financial year with the understanding that review in the first and third quarter may be verbal if performance is satisfactory
2. The Municipal Manager may request input from agendas, minutes and "customers" on the Acting Director's performance throughout the review period. This may be done through discussion or by asking "customers" to complete a rating form to submit to the evaluation panel for consideration. Customers can comment on the Acting Director's performance since they have worked closely with him/her on some or all aspects of his job.
3. The Acting Director to prepare for quarterly performance evaluation by providing a brief description of achievements, including the reference to evidence, supporting documentation, (documents, reports and/or resolutions with dates of submission) in the relevant column in section 4 (KPA) score card below). Achievement to be reported on cumulatively)
4. The Acting Director to provide a rating for himself/herself for the final assessment against the agreed objectives in the column provided in the KPA scorecard.
5. The Acting Director and Evaluation panel to meet to conduct formal performance rating and agree final scores. It may be necessary to have two meetings i.e give the Director scores and allow him/her time to consider them before final agreement. In the event of disagreement, the evaluation panel has the final say with regard to the final score that is given.
6. The evaluation panel to provide ratings of the Acting Director's performance against agreed objectives as a result of portfolio of evidence and/or comments and customer input.
7. Initially the scoring should be recorded on the scorecard then transferred onto the consolidated score sheet
8. Any reasons for non-compliance should be recorded during the review session by keeping of minutes of the review session.
9. The assessment of the performance of the Acting Director will be based on the following rating scale for KPA's:

| Terminology | Description | Rating Level |
|---------------------------|---|--------------|
| Outstanding Performance | Performance far exceeds the standard expected of the Acting Director at this level. The appraisal indicates that the Acting Director has achieved above fully effective results against all performance criteria and indicators are specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year | 5 |
| Performance Significantly | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Acting Director has achieved all others through the year | 4 |

me

CP

| | | |
|---------------------------------|---|---|
| above expectation | | |
| Fully Effective | Performance fully meets the standards expected in the job. The appraisal indicates that the Acting Director has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | 3 |
| Performance not fully Effective | Performance is below the standard required for the job. Performance meets some of the standards expected for the job. The review/assessment indicates that the Acting Director has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan | 2 |
| Unacceptable Performance | Performance does not meet the standard for the job. The review/assessment indicates that the Acting Director has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The Acting Director has failed to demonstrate the commitment or ability to bring the performance up to the level of expected in the job despite management efforts to encourage improvement. | 1 |

10. Only those items relevant for the review period in question should be scored
11. The assessment of the performance of the Acting Director on all Competencies will be based on the rating scale as reflected in section 4 of the performance plan.
12. The Municipal Manager and Acting Director to prepare and agree on a personal development plan (PDP) for addressing developmental gaps.
13. The Municipal Manager and Acting Director to set new objectives, targets, performance indicators, weighting and dates etc. for the following financial year.
14. Poor work performance will be dealt with in terms of regulation 32 (3) of the Performance gazetted in Notice No 805, Published on 1 August 2006.

5. FUNCTIONAL ALIGNMENT OF THE INDIVIDUAL PERFORMANCE SCORECARD TO THE INTEGRATED DEVELOPMENT PLAN (IDP) OF THE ORGANISATION.

The integrated Development Plan (IDP) 2020/2021 of the Rustenburg Local Municipality is aligned to the prescribed National Key Performance Areas, viz:

- 1) Basic Service delivery and Infrastructure Development
- 2) Local Economic Development
- 3) Municipal Financial Viability and Management
- 4) Good Governance and Public Participation
- 5) Municipal Institutional Development and Transformation
- 6) Spatial Rational

All Directorates within the Organisation are accountable for the successful fulfilment of the IDP's specific programmes as espoused under each of the above National Key Performance Areas.

ME

KP

KEY PERFORMANCE INDICATORS

6.1 Key Performance Area (KPA 5): Basic Services and infrastructure Development (55)

| Key Focus Area | Strategies | Area/ Locality (Ward/ Area) | KPI No: | Key Performance Indicator (KPI) | POE | Baseline 2022/23 | 2023/24 Annual Target | Annual Budget 2023/24 R'000 | 2023/24 Performance Targets per Quarter | | | | Weighting |
|------------------------------|---|-----------------------------|---------|--|---|--|--|-----------------------------|---|--|--|--|-----------|
| | | | | | | | | | Q1 | Q2 | Q3 | Q4 | |
| Strategic Goal | | | | | | | | | | | | | |
| Key Focus Area | Strategies | Area/ Locality (Ward/ Area) | 1 | Number of Fire Houses renovated by 30 June 2024 | Quarterly progress report | Phatsima fire house was refurbished | 1 x Rustenburg Fire station Hot Drill Zone Refurbished | R300 000.00 | Quarterly progress report | Quarterly progress report | Quarterly progress report | 1 x Rustenburg Fire station Hot Drill Zone Refurbished | 10 |
| Strategic Goal | | | | | | | | | | | | | |
| City of smart liveable homes | Putting people first in or services | All Wards | 2 | Number of functional CCTV control room by 30 June 2024 | Quarterly progress report | 1 X CCTV Control Room is functional | 1 x CCTV control room functional by July 2024 | R000 | Quarterly progress report | Quarterly progress report | Quarterly progress report | 1 x CCTV control room functional | 5 |
| City of smart liveable homes | Encourage community's participation and involvement on issues | All Wards | 3 | Number of fire safety compliance inspections conducted by 30 June 2024 | Quarterly report | 800 fire safety compliance inspections conducted | 900 fire safety compliance inspections | R000 | 250 fire safety compliance inspections | 500 fire safety compliance inspections | 750 fire safety compliance inspections | 1000 fire safety compliance inspections | 10 |
| City of smart liveable homes | Promotion of road & fire safety | All wards | 4 | Number of road safety education campaigns conducted by 30 June 2024 | Report on road safety | 40 road safety education campaigns | 40 x road safety | R000 | 10 | 20 | 30 | 40 | 10 |
| City of smart liveable homes | Putting people first in or services | All Wards | 5 | Number of crime prevention operations conducted by 30 June 2024 | Report on crime prevention operations conducted | 20 x crime prevention operations conducted | 20 x crime prevention operations conducted | R000 | 5 x crime prevention operations conducted | 10 x crime prevention operations conducted | 15 x crime prevention operations conducted | 20 x crime prevention operations conducted | 10 |
| City of smart liveable homes | Functional Community Policing Forums (CPF's) | All Wards | 6 | Number of functional CPF's by 30 June 2024 | Quarterly report & attendance register | New | 20 x CPF activities to be attended | R000 | 5 | 10 | 15 | 20 | 5 |
| Fire Services | Improve fire safety compliance at business premises | All Wards | 7 | Percentage of compliance with the required attendance time for structural firefighting incidents by 30 June 2024 | Register of fire incidents & Quarterly reports | New | 98% | R000 | 98% | 98% | 98% | 98% | 5 |

MC

Key Performance Area (KPA 3) Municipal Financial Viability and Management (20)

| Key Focus Area | Strategies | Area/ Locality (Ward/ Area) | KPI No: | KPI | POE | Baseline 2022/23 | 2023/24 Annual Target | Annual Budget 2023/24 R'000 | 2023/24 Performance Targets per Quarter | | | | Weighting |
|--|--------------------|-----------------------------|---------|--|---------------------------------------|------------------|-----------------------|-----------------------------|---|-----------|----------|--------------|-----------|
| | | | | | | | | | Q1 | Q2 | Q3 | Q4 | |
| Strategic Goal GOAL 11 City of sustainable and efficient resource management | Revenue collection | Municipal wide | 8 | Rand value of Licensing and Testing revenue by 30 June 2024 | Signed monthly reconciliation reports | (R30m) | (R34m) | (R000) | R8.5m | R17m | R25.5m | R35m | 10 |
| GOAL 11 City of sustainable and efficient resource management | Revenue collection | Municipal wide | 9 | Collection rate (in Rands) of Emergency & Disaster management revenue by 30 June 2024 | Quarterly report on revenue collected | (R613 500) | (R650 000.00) | (R000) | R162 500 | R325. 000 | R487 500 | R650 000. 00 | 5 |
| GOAL 11 City of sustainable and efficient resource management | Revenue collection | Municipal wide | 10 | Collection rate (in Rands) of Law Enforcement & Traffic Services revenue by 30 June 2024 | Quarterly report on revenue collected | (R7m) | (R8m) | (R000) | R2m | R4m | R6m | R8m | 5 |
| WEIGHTING: 20 | | | | | | | | | | | | | |

mc

(K3)

Key Performance Area (KPA 2): MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT (25)

| Key Focus Area | Strategies | Area/ Locality (Ward/ Area) | KPI No: | KPI | POE | Baseline 202/23 | 2023/24 Annual Target | Annual Budget 2023/24 R'000 | 2023/24 Performance Targets per Quarter | | | | 2023/24 Annual Target | Weighting |
|---|--|-----------------------------|---------|---|--|--|----------------------------|-----------------------------|---|--------------------------|--------------------------|--------------------------|-----------------------|-----------|
| Strategic Goal | | | | | | | | | Q1 | Q2 | Q3 | Q4 | | |
| Strategic Objective: Achieve operational efficiency | | | | | | | | | | | | | | |
| An Efficient, Effective and Well Governed City | Ensure efficient, effective, and accountable, and transparent Governance Culture | | 11 | Number of formal performance review sessions with direct reportees conducted by June 2024 | 4x Attendance registers 4x Signed performance agreements 4x Performance Plans 4x Reporting Templates 4x Feedback assessment meetings | 4 x Unit Head Performance Plans | 4 X formal review sessions | R000 | 1x formal review session | 1x formal review session | 1x formal review session | 1x formal review session | | 5 |
| An Efficient, Effective and Well Governed City | Ensure inclusive and participatory integrated planning | Institutional | 12 | % of Directorate's risks mitigated by 30 June 2024 | Quarterly risk mitigation register | 100% | All | R000 | 100% | 100% | 100% | 100% | | 5 |
| An Efficient, Effective and Well Governed City | Ensure inclusive and participatory integrated planning | Institutional | 13 | % of PAAP Queries responded to by 30 June 2024 | Quarterly PAAP Report PAAP Register | New | New | R000 | 100% | 100% | 100% | 100% | | 5 |
| An Efficient, Effective and Well Governed City | Inculcate a culture of quality performance | Institutional | 14 | % of 2022/2023 Council Resolutions responded to by 30 June 2024 | Progress report on Council Resolutions responded to Council agenda | All council resolutions for 2022/23 responded to | 100% | R000 | 100% | 100% | 100% | 100% | | 5 |


me

2023/2024 DPS TECHNICAL SCORECARD FOR THE PERIOD 18 July 2023 – 30 JUNE 2024

| Key Focus Area | Strategies | Area/ Locality (Ward/ Area) | KPI No: | KPI | POE | Baseline 202/23 | 2023/24 Annual Target | Annual Budget 2023/24 R'000 | 2023/24 Performance Targets per Quarter | | | | 2023/24 Annual Target | Weighting |
|---|--|-----------------------------|---------|---|--|-----------------|-----------------------------------|-----------------------------|---|---|---|---|-----------------------|-----------|
| Strategic Goal | | | | | | | | | | | | | | |
| Strategic Objective: Achieve operational efficiency | | | | | | | | | | | | | | |
| An Efficient, Effective and Well Governed City | Inculcate a culture of quality performance | Institutional | 15 | Number of Directorate's contracts monitored by 30 June 2024 | Progress report on contracts monitored | New | 4 contracts monitored per quarter | R000 | 4 | 4 | 4 | 4 | 4 | 5 |
| | | | | | | WEIGHTING: 25 | | | | | | | | |



M RAMOTHWALA
ACTING DIRECTOR PUBLIC SAFETY


KI BOKANYO
ACTING MUNICIPAL MANAGER

7.1 Competency Description: Core Managerial Competencies

| Cluster | Leading Competencies | | Weight |
|-------------------------------|--|--|--------|
| Competency Name | Strategic Direction and Leadership ¹ | | |
| Competency Definition | Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate | | |
| ACHIEVEMENT LEVELS – ADVANCED | | | |
| | <ul style="list-style-type: none">Evaluate all activities to determine value and alignment to strategic intentDisplay in-depth knowledge and understanding of strategic planningAlign strategy and goals across all functional areasActively define performance measures to monitor the progress and effectiveness of the institutionConsistently challenge strategic plans to ensure relevanceUnderstand institutional structures and political factors, and the consequences of actionsEmpower others to follow strategic direction and deal with complex situationsGuide the institution through complex and ambiguous concernUse understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances | | 15 |

ME

| Cluster | Leading Competencies | Weight |
|---|---|------------------|
| Competency Name | People Management ² | |
| Competency Definition | Effectively manage, inspire and encourage people, optimize talent and build nature relationships in order to achieve institutional objectives | |
| ACHIEVEMENT LEVELS - ADVANCED | | |
| <ul style="list-style-type: none"> Identify ineffective team and work processes and recommend remedial interventions Recognize and reward effective and desired behaviour Provide mentoring and guidance to others in order to increase personal effectiveness Identify development and learning needs within the team Build a work environment conducive to sharing, innovation, ethical behaviour and professionalism Inspire a culture of performance excellence by giving positive and constructive feedback to the team Achieve agreement or consensus in adversarial environments Lead and unite diverse teams across divisions to achieve institutional objectives | | 10 Compulsory |

| Cluster | Leading Competencies | Weight |
|--|---|--------|
| Competency Name | Program and Project Management ³ | |
| Competency Definition | Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives | |
| ACHIEVEMENT LEVELS – ADVANCED | | |
| <ul style="list-style-type: none"> Manage multiple programs and balance priorities and conflicts according to institutional goals Apply effective risk management strategies through impact assessment and resource requirements | | 10 |

Page 5

| | |
|---|--|
| <ul style="list-style-type: none"> • Modify project scope and budget when required without compromising the quality and objectives of the project • Involve top-level authorities and relevant stakeholders in seeking project buy-in • Identify and apply contemporary project management methodology • Influence and motivate project team to deliver exceptional results • Monitor policy implementation and apply procedures to manage risks | |
|---|--|

| Cluster | Leading Competencies | Weight |
|--|--|------------|
| Competency Name | Financial Management ⁴ | |
| Competency Definition | Able to compile, and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognized financial practices. Further to ensure that all financial transactions are managed in an ethical manner | |
| ACHIEVEMENT LEVELS - COMPETENT | | |
| <ul style="list-style-type: none"> • Take active ownership of planning, budgeting, and forecast processes and provides credible answers to queries within own responsibility • Prepare budgets that are aligned to the strategic objectives of the institution • Address complex budgeting and financial management concerns • Put systems and processes in place to enhance the quality and integrity of financial management practices • Advise on policies and procedures regarding asset control • Promote National Treasury's regulatory framework for Financial Management | | 15 |
| | | Compulsory |

ME

| Cluster | Leading Competencies | Weight |
|--|--|--------|
| Competency Name | Change Leadership ⁵ | |
| Competency Definition | Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community | |
| ACHIEVEMENT LEVELS - ADVANCED | | |
| <ul style="list-style-type: none">Actively monitor change impact and results and convey progress to relevant stakeholdersSecure buy-in and sponsorship for change initiativesContinuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectivenessBuild and nurture relationships with various stakeholders to establish strategic alliance in facilitating changeTake the lead in impactful change programsBenchmark change interventions against best change practicesUnderstand the impact and psychology of change, and put remedial interventions in place to facilitate effective transformationTake calculated risk and seek new ideas from best practice scenarios, and identify the potential for implementation | | 10 |

| Cluster | Leading Competencies | Weight |
|---|--|--------|
| Competency Name | Governance Leadership ⁶ | |
| Competency Definition | Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualization of relevant policies and enhance cooperative governance relationships | |
| ACHIEVEMENT LEVELS - ADVANCED | | |
| <ul style="list-style-type: none">• Able to link risk initiatives into key institutional objectives and drivers• Identify, analyses and measure risk, create valid risk forecast, and map risk profiles• Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives• Demonstrate a thorough understanding of risk retention plans | | 10 |

| | |
|---|--|
| <ul style="list-style-type: none"> Identify an implement comprehensive risk management systems and processes Implement and monitor and formulation of policies, identify and analyses constraints and challenges with implementations and provide recommendations for improvement | |
|---|--|

Competency Description: CORE Occupational COMPETENCIES

| Cluster | Core Competencies | | Weight |
|---|--|--|--------|
| Competency Name | Moral Competence ¹ | | |
| Competency Definition | Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence | | |
| ACHIEVEMENT LEVELS - ADVANCED | | | |
| <ul style="list-style-type: none">Identify, develop, and apply measures of self-correctionAble to gain trust and respect through aligning actions with commitmentsMake proposals and recommendation that are transparent and gain the approval of relevant stakeholdersPresent values, beliefs and ides that are congruent with the institution’s rules and regulationsTake an active stance against corruption and dishonesty when notedActively promote the value of the institution to internal and external stakeholdersAble to work in unity with a team and not seek personal gainApply universal moral principles consistently to achieve moral decisions | | | 10 |

ME

| Cluster | Core Competencies | | Weight |
|--|---|--|--------|
| Competency Name | Analysis and Innovation ³ | | |
| Competency Definition | Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives | | |
| ACHIEVEMENT LEVELS - ADVANCED | | | |
| <ul style="list-style-type: none">Coaches team members on analytical and innovative approaches and techniquesEngage with appropriate individuals in analyzing and resolving complex problemsIdentify solutions on various areas in the institutionFormulate and implement new ideas throughout the institutionAble to gain approval and buy in for proposed interventions from relevant stakeholdersIdentify trends and best practices in process and service delivery and propose institutional applicationContinuously engage in research to identify client needs | | | 5 |

| Cluster | Core Competencies | | Weight |
|-------------------------------|--|--|--------|
| Competency Name | Communication ⁵ | | |
| Competency Definition | Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome | | |
| ACHIEVEMENT LEVELS - ADVANCED | | | |
| | <ul style="list-style-type: none">• Effectively communicate high-risk and sensitive matters to relevant stakeholders• Develop a well-defined communication strategy• Valance political perspectives with institutional needs when communicating viewpoints on complex issues• Able to effectively direct negotiations around complex matters and arrive at a win-win situation that promotes Batho Pele principles• Market and promote the institution to eternal stakeholders and seek to enhance a positive image of the institution | | 5 |

| | |
|--|--|
| <ul style="list-style-type: none"> • Able to communicate with the media with high levels of moral competence and discipline | |
|--|--|

| Cluster | Core Competencies | Weight |
|--|--|--------|
| Competency Name | Knowledge and Information Management ⁴ | |
| Competency Definition | Able to Promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government | |
| ACHIEVEMENT LEVELS - COMPETENT | | |
| <ul style="list-style-type: none"> • Effectively predict future information and knowledge management requirements and systems • Develop standards and processes to meet future knowledge management needs • Share and promote best-practice knowledge management across various institutions • Establish accurate measures and monitoring systems for knowledge and information management • Create a culture conducive of learning and knowledge sharing • Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches | | 5 |

| Cluster | Core Competencies | Weight |
|--|--|--------|
| Competency Name | Results and Quality Focus ⁶ | |
| Competency Definition | Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards, Further, to actively monitor and measure results and quality against identified objectives | |
| ACHIEVEMENT LEVELS - ADVANCED | | |
| <ul style="list-style-type: none"> • Consistently verify own standards and outcomes to ensure quality output • Focus on the end result and avoids being distracted • Demonstrate a determined and committed approach to achieving results and quality standards | | 5 |

ME

| | |
|--|--|
| <ul style="list-style-type: none">• Follow task and projects through to completion• Set challenging goals and objectives to self and team and display commitment to achieving expectations• Maintain a focus on quality outputs when placed under pressure• Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution | |
|--|--|

6. CONSOLIDATED SCORESHEET (PERFORMANCE ASSESSMENT CALCULATOR): DIRECTOR

In terms of Regulations 805 of 2006, the Employee will be scored on a ratio of 80% for Key Performance Areas (KPA's) and 20% for Core Competency Requirements (CCRs) It is also required that the KPA's relevant to the Employees Functions also be weighted in terms of importance out of a total of 100%, contributing to the 80% contribution to KPA's. It is also necessary to allocate weighting amongst KPI's and Projects where applicable. A Summary of total weightings are indicated below.

| Key Performance Areas (KPA's) | KPA Weighting s | Assess Weighting s | Weighted Score | Panel Score |
|---|-----------------------|--------------------------|-------------------|----------------|
| Basic Service and Infrastructure Development | 55 | | | |
| Municipal Institutional Development and Transformation | 25 | | | |
| Local Economic Development (LED) | | | | |
| Municipal Financial Viability and Management | 20 | | | |
| Good Governance and Public Participation | | | | |
| Spatial Rationale | | | | |
| Total KPA's = (KPA's Weighted Score/100%) x 80% | 100 | | | |
| Total Core Competency Requirements (CCRs) = (CCRs Weighted Score/100%) x 20% | | | | |
| TOTAL WEIGHTED SCORE (KPA's + CCRs) | | | | |
| TOTAL WEIGHTED SCORE CONVERTED TO % = (TOTAL WEIGHTED SCORE/3) x 100% | | | | |

N.B. The consolidated Performance Evaluation Results will be attached separately in the assessment report for the incumbent.

ANNEXURE B

PERSONAL DEVELOPMENT ACTION PLAN AFTER THE PERFORMANCE REVIEWS

After concluding the performance reviews for the Director, the outcome of the performance reviews influences the amendment of the Personal Development Action Plan. The personal growth and the development needs identified during the performance review session must be documented in the revised Personal Development Plan to accommodate the new needs as identified during the performance review discussions. The new Personal Development Plan shall amongst others include the actions agreed to and the implementation must take place within the set time frames. Below is the Personal Development Plan Action Plan.

| Skills Performance Gap | Outcomes Expected | Suggested Training / Development | Suggested Mode of Delivery | Suggested Time Frames | Support Person |
|---|--|----------------------------------|---|-----------------------|----------------|
| Change Management | Completion of a short course on Change Management | Attendance of class | Attendance of classes for 3 months | June 2024 | N/A |
| Strategic Management | Completion of a short course on Strategic management | Attendance of class | Attendance of classes for 3 months | June 2024 | N/A |
| ITLMPQ-SA RTMC AARTO DMISA & SAESI IMPSSA | Workshop and seminars | Attendance of conference | Attendance of workshop and conference as and when necessary | June 2024 | N/A |

2023/2024 DPS TECHNICAL SCORECARD FOR THE PERIOD 18 July 2023 – 30 JUNE 2024

MC