SENIOR MANAGEMENT SERVICES PERFORMANCE AGREEMENT

COUNCILLOR REV. T.D. BUTHELEZI

The Mayor of the Zululand District Municipality ("The Mayor")

AND

Mr. Z.W. MCINEKA

The Municipal Manager reporting to the Mayor ("The Municipal Manager")

Financial year: 01 July 2019 - 30 June 2020

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Zululand District Municipality herein represented by Councillor Rev. T.D. Buthelezi in his capacity as Mayor (hereinafter referred to as the Employer or Supervisor)

And

Mr. Z.W. Mcineka, Employee of the Municipality (hereinafter referred to as the Employee or

Municipal Manager).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

The Municipality has entered into a contract of employment with the Municipal 1.1

Manager for a period of five (5) years, ending on 31 July 2022 in terms of section

57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems

Act").

Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded 1.2

between the parties, requires the parties to conclude an annual performance

agreement.

The parties wish to ensure that they are clear about the goals to be achieved, and 1.3

secure the commitment of the Municipal Manager reporting to the Mayor to a set of

outcomes that will secure local government policy goals.

The parties wish to ensure that the Mayor will be responsible for facilitating the 1.4

setting and evaluation of performance objectives and targets on behalf of the

Municipality. The Mayor shall report to the Council in regard to the above.

Performance cycle: July 2019 - June 2020

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 employment contract 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 and Budget Implementation Plan (SDBIP) and the Budget of the municipality.
- 2.3 specify accountability as set out in a performance plan, reflected as Annexure A to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 monitor and measure the core competencies against competency behavioural standards;
- 2.6 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.7 in the event of outstanding performance, to appropriately reward the employee;
- 2.8 proactively focus on the development of the Municipal Manager (Personal Development Plan Annexure B);
- 2.9 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

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Municipal Manager

Performance cycle: July 2019 - June 2020

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence on the 1st of July 2019 and will be applicable until the

30th of June 2020. This agreement will remain until a new Performance Agreement is

concluded between the parties, if required during the performance cycle.

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 no later than the beginning of each

successive financial year.

3.3 This Agreement should be read in conjunction with the Contract of Employment and

this agreement will terminate on the termination of the Municipal Manager's

Contract of Employment.

3.4 The content of this Agreement may be revised at any time during the above-

mentioned period to determine the applicability of the matters agreed upon.

3.5 If at any time during the validity of this Agreement the work environment alters

(whether as a result of government or council decisions or otherwise) to the extent

that the contents of this Agreement are no longer appropriate, the contents shall

immediately be revised.

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

Municipal Manager; and

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- 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 Mayor in consultation with the Municipal Manager, and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP), and shall include key objectives, key performance indicators, target dates and weights.
- 4.3 The key objectives describe the main tasks that need to be done.
- 4.4 The key performance indicators provide a means to measure the extent to which a key objective has been achieved.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Municipal Manager accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Municipality, management and municipal staff to perform to the standards required.
- 5.2 The Mayor will consult the Municipal Manager about the specific performance standards that will be included in the Performance Management System as applicable to the Municipal Manager.
- 5.3 The Mayor 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.
- 5.4 The criteria upon which the performance of the Municipal Manager shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

- 5.5 The Municipal Manager must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and Competencies (Critical Leading Competencies (CLC's) and Core Competencies (CC's) respectively.
- 5.6 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.7 KPAs covering the main areas of work will account for 80% and CLC's and CC's will account for 20% of the final assessment.
- The Municipal Manager's assessment will be based on his performance in terms of the performance indicators identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Mayor and the Municipal Manager.

Key Performance Areas (KPA's)	Weighting
Basic Services Delivery & Infrastructure	20%
Municipal Transformation & Organizational Development	25%
Municipal Financial Viability & Management	30%
Good Governance & Public Participation	25%
Total	100%

5.9 The critical Leading Competencies (CLC) and Core Competencies (CC) as per Annexure A of the Local Government: Competency Framework for Senior Managers will make up the other 20% of the Employee's assessment score. There is no hierarchical connotation and all competencies are essential to the role of the Municipal Manager. All competencies must therefore be selected from the list below as agreed to between the Employer and the Employee:

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Performance cycle: July 2019 - June 2020 FKA

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CRITICAL LEADING	o COM	PETENCIES	WEIGH
Strategic Direction and Leadership		Impact and influence Institutional Performance Management Strategic Planning and Management Organisational Awareness	10%
Programme and Project Management		Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management	20%
Programme and Project Management	•	Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation	5%
Financial Management	•	Budget Planning and Evaluation Financial Strategy and Delivery Financial Reporting and Monitoring	10%
Change Leadership	•	Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation	5%
Governance Leadership	•	Policy Formulation Risk and Compliance Management Co-operative Governance	10%
CORE COMPET	TENCIE:	5	
Noral Competence			10%
lanning and Organising			5%
nalysis and Innovation			5%
nowledge and Information Management			5%
			5%
sults and Quality Focus			10%
tal percentage			100%

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- 6. **EVALUATING PERFORMANCE**
- 6.1 The Performance Plan (Annexure "A") to this Agreement sets out:
- 6.1.1 the standards and procedures for evaluating the Municipal Manager performance; and
- 6.1.2 the intervals for the evaluation of the Municipal Manager's performance.
- Despite the establishment of agreed intervals for evaluation, the Mayor may, in 6.2 addition, review the Municipal Manager's performance at any stage while the Contract of Employment remains in force.
- Personal growth and development needs identified during any performance review 6.3 discussion must be documented in Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 6.4 Any submission/achievement required in accordance with a KPI will be deemed to be submitted/achieved, only after the Mayor satisfied was that the submission/achievement was of sufficient quality.
- 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 must then be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the CLC's and CC's

- (a) Each CLC and CC 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 CLC and CC
- (c) This rating should be multiplied by the weighting given to each CLC and CC during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator must then be used to add the scores and calculate a final CLC and CC score.

6.5.3 Overall rating

- (a) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall ratings represent the outcome of the performance appraisal.
- 6.5.4 The assessment of the performance of the Municipal Manager will be based on the following achievement levels for KPA's and CLC and CCs:

Level	Terminology	Description
5	Superior	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods.
4	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses

Performance cycle: July 2019 - June 2020

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3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses.
2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.

- 6.6 For purpose of evaluating the annual performance of the Municipal Manager an evaluation panel constituted of the following persons must be established
 - a) Mayor;
 - b) Chairperson of performance audit committee
 - c) Member of the executive committee
 - d) Mayor from another district municipality
- 6.7 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panel referred to in sub-regulations (d) and (e) of the Municipals Systems Act (Act no 32 of 2000).

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the employee in relation to his performance agreement shall be reviewed on the dates provided by the Mayor and one member of the Executive Committee and in case of managers reporting to the Municipal Manager, the Municipal Manager with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter : 16 October 2019

Second quarter : 15 January 2020

Third quarter : 16 April 2020

Fourth quarter : 16 July 2020

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- 7.2 The Mayor shall keep record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the Mayor's assessment of the Municipal Manager's performance.
- 7.4 The Mayor will be entitled to review and make reasonable changes to the provision of Annexure A from time to time for operational reasons. The Municipal Manager will be fully consulted before any such change is made.
- 7.5 The Mayor 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 Municipal Manager will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

- 8.1 The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.
- 8.2 The Employer shall -
 - 8.1.1 create an enabling environment to facilitate effective performance by the employee;
 - 8.1.2 provide access to skills development and capacity building opportunities;
 - 8.1.3 work collaboratively with the Municipal Manager to solve problems and generate solutions to common problems that may impact on the performance of the Municipal Manager.

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- 8.1.4 on request of the Municipal Manager delegate such powers reasonably required by the Municipal Manager to enable him to meet the performance objectives and targets established in terms of this Agreement; and
- 8.1.5 make available to the Municipal Manager such resources as the Municipal Manager may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement.

9. CONSULTATION

- 9.1 The Mayor agrees to consult the Municipal Manager timely where the exercising of the powers will have amongst others:
 - 9.1.1 a direct effect on the performance of any of the Municipal Manager's functions;

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Municipal Manager

- 9.1.2 commit the Municipal Manager to implement or to give effect to a decision made by the Mayor; and
- 9.1.3 a substantial financial effect on the Municipality.
- 9.2 The Mayor agrees to inform the Municipal Manager 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 Municipal Manager to take any necessary action without delay.

10. MANAGEMENT OF EVALUATION OUTCOMES

- 10.1 The evaluation of the Municipal Mangers performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 10.2 A performance bonus for the Municipal Manager in recognition of outstanding performance to be constituted as follows:

a) a score of 130 to 149 is awarded a performance bonus ranging from 5% to 9%

SCORE	AWARDED %	
130-133	5%	
134-137	6%	
138-141	7%	
142-145	8%	
146-149	9%	_

b) a score of 150- 166 and above is awarded a performance bonus ranging from 10% to 14%.

SCORE	AWARDED %
150-153	10%
154-157	11%
158-161	12%
162-165	13%
166-ABOVE	14%

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Performance cycle: July 2019 - June 2020

Municipal Manager

10.3 In the case of unacceptable (basic) performance, the Mayor shall -

a) provide systematic remedial or developmental support to assist the Municipal

Manager 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 Mayor may consider alternative steps as advised through a

formal disciplinary hearing.

11. DISPUTES RESOLUTION

11.1 In the event that the employee is dissatisfied with any decision or action of the

Council in terms of this Agreement, or where a dispute or difference arises as to

the extent to which the employee has achieved the performance objectives and

targets established in terms of this Agreement, the employee may meet with the

employer with a view to resolving the issue.

11.2 During the meeting the employer will record the outcome of the meeting in

writing.

11.3 If the parties could not resolve the issues as mentioned in 11.1 the matter should

be referred to the Municipal Council (or any other person appointed by the

Council provided that such member was not part of the evaluation panel provided

for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006,)

within thirty (30) days of receipt of a formal dispute from the Municipal Manager

11.4 If the parties do not agree, the dispute may be referred to a mediator, mutually

agreed upon by both parties whose decision shall be final and binding on matters

covered in this agreement.

11.5 In the event that the mediation process contemplated above fails, clause 20.3 of

the Contract of Employment shall apply.

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12. GENERAL

- 12.1 The contents of the Agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Municipality, where appropriate.
- 12.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of The Municipal Manager in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 12.3 The performance assessment results of the Municipal Manager must be submitted to the MEC for Local Government in the provincial government and the National Minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

AS WITNESSES:

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THE MAYOR ZULULAND DISTRICT MUNICIPALITY

Signed at Ulundi on this day of July 2019

AS WITNESSES:

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MUNICIPAL MANAGER: ZULULAND DISTRICT

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anagement	Basic S	Service Delivery & Ir	frastructure	Key Performanc
Apply sound financial management practises to keep a positive cash balance, coverage and liquidity ratios	are entitled to	private sector to accelerate provision of universal, equitable & consistent access to the municipal services that local communities	Build adequate capacity, eliminate operational inefficiencies, streamline and refine processes and systems, and establish partnerships with	Strategic Objective(Department)
Budget&Treasu ry			Planning	Departmen t Responsible
Percentage of irregular, Fruitless and Quarterly Waste Expenditure resolved		Sec 43(Reg 10 (a)): Percentage of households with access to basic level of sanitation	Sec 43 (Reg 10 (a)): Percentage of households with access to basic level of water	KPI
Quarterly		Annually	Annually	Target Measuring Annual Frequency Target
75%of Irregular, Fruitless and Waste Expenditure resolved	83.79	890 households have access to basic level of sanitation	households have access to basic level of water 141396	
15% of Irregular, Fruitless and Waste Expenditure resolved	83.90	households have access to basic level of sanitation	households have access to basic level of water 140666	
20%of Irregular, Fruitless and Waste Expenditure resolved	84.01	households have access to basic level of sanitation	households have access to basic level of water 140886	
20%of Irregular, Fruitless and Waste Expenditure resolved	84.14	households have access to basic level of sanitation	access to basic level of water 141126	
lrregular, Fruitless and Waste Expenditure resolved	84.27	households have access to basic level of sanitation	households have access to basic level of water 141396	
MPAC minutes, council minutes, Audit Comm report		Engineers Certificate; Survey	Certificate; Survey	Supportive

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					Municipal Financial Viability &
envirgiment	of the administrative and political	Ensuring effective and informed municipal decision-making through a well-	maintaining a system whereby community satisfaction with municipal services is assessed	Effectively responding to community enquiries with an effective customer care unit	systems and processes to respond to the demand for services
		Corporate	Off		TV Better I const
Achieving a desirable audit opinion	Number of Council meetings held by Quarterly specified date	specified date	specified date	Percentage of logged complaints resolved	
Annually	Quarterly	Quarterly		Annually	
June 2020 Unqualified Audit Opinio	4 Council Meetings held by 30	Meetings held by 30 June 2020	life survey (18/19) conducted by 30 June 2020	70% of logged querries resolved per quarter	al es es ented age in age in to to led f f nd ridon by 2020
June 2020 2019 Unqualified measured in Audit Opinion 4thy Quarter	1 Council Meetingheld by 30 Sept	Meeting held by 30 Sept 2019	the 4th quarter	10% of logged querries resolved per quarter	
	1 Council Meeting held by 30 Dec	Meeting held by 30 Dec 2019	the 4th quarter	logged querries resolved per quarter	
2020 measured in 4thy Quarter	1 Council Meeting held by 30 Mar	Meeting held by 30 Mar 2020	the 4th quarter	logged querries resolved per quarter	
2020 Unqualified Audit Opinion	1 Council Meeting held by 30 June	Meetings held by 30 June 2020	the 4th quarter	logged querries resolved per quarter duarter	
AG report	Council Minutes		report; Minutes of Portfolio Committee	Ouality of life	

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			Systematic review and monitoring implementation of all municipal policies, bylaws, strategies plans and frameworks in line with any applicable legislation
Community	Community Budget&Treasury	Planning	Corporate Budget&Treasu TY
Human resources strategy developed Annually and submitted to MM by 30 June 2020	Community Municipal Health bylaws gazzetted by specified date Budget&Treasu Sec 43 (Reg 10 (c)): Percentage of capital budget actually spent on projects identified in IDP	Water bylaws workshopped with Council by specified date	ryunicipal code (Policy, strategy and framework database) developed by specified date Percentage of disconnections implemented to identified non-paying customers in accordance with the adopted water bylaws by specified date
ed Annually	1st quarter Quarterly	1st quarter	Quarterly
Human resources strategy developed and submitted to MM by 30 June 2020	Measured in the 2nd quarter 100%	Measured in the 2nd quarter	code compiled and tabled to council for adoption by 30 Mar 2020 100% disconnections implemented to identified non-paying customers in accordance with the adopted water bylaws by 30 June 2020
Measured in the 4th quarter	30-Sep-19 20%	30-Sep-19	session conducted by 30 Sept 2019 Measured in the 4th quarter
Measured in the 4th quarter	Measured in the 2nd quarter 50%	Measured in the 2nd quarter	ard Quarter Measured in the 4th quarter
Measured in the 4th quarter	Measured in the 2nd quarter 20%	Measured in the 2nd quarter	code compiled and tabled to council for adoption by 30 Mar 2020 Measured in the 4th quarter
Measured in the 4th quarter	the 2nd quarter 10%	Measured in the 2nd quarter	3rd Quarter Measured in the 4th quarter
Receipt by MM	AFS	Council minutes	resolution Finance Report
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management and oversight	progressively improve service delivery performance through improvement of business processes and systems, performance auditing, risk	Monitoring, review and					auditing and oversight	₩ ₩	accountability amongst employees through	facilitating a culture of bublic service and			encourage orderly collective bargaining	promote and	unions active in the	recognised worker
Munic.Mngs. Off		Munic.Mngs.	rγ	Budget&Treasu	Corporate	Corporate	Corporate					Corporate				Corporate
Number of Performance Audit Committee meetings held by specified date	specified date	Number of key business processes	Operating Expenditure	Budget&Treasu Remuneration as % of Total	Sec 43 (Reg 10 (e)): Number of EE target groups employed in three highest levels of management	Sec 43(reg 10)(f): Percentage of Municipal budget actually spent on	filled according to the adopted				Council by 30 June 2020	1 service delivery charter tabled to				meetings held by specified date
Quarterly		2nd quarter		Annually	Annually	Annually	Yiiidaiy	3				Annually				7
100% of Performance Audit Committee Meetings per quarter held by 30 June	quarter	Measured in	1.31%	32.95%	0	1.6M 100%	85%		Council by 30 June 2020	tabled to	_	1 service			held by 30	نه
Performance Audit Committee Meeting held by 30 Sept 2019	quarter	Measured in	34		0					quarter	the 4th	Measured in			hy 30 Sept	_
Performance Audit Committee Meeting held by 30 Dec 2019	(SOPs)docum ents submitted to MM by 30 Dec 2019	10 business	34							quarter	the 4th	Measured in			hy 30 Dec	Labour
Performance Audit Committee Meeting held by 30 Mar 2020		Measured in the 2nd	34		0					duarrei	the 4th	Measured in			by 30 Mar	Labour
Performance Audit Committee d Meeting held by 30 Jun 2020	quarter	Measured in the 2nd	34	 	G					qualici	the 4th	Measured in		2020	by 30 Jun	
Audit Committee Minutes		Receipt by MM		AFS	те кероп	I I		AFS			Resolution	Council				Forum Minutes

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regular co-ordination of Integovernmental Relations	alignment between the	Establishing							1
		Munic.Mngs.		-	Off.	Munic Mngs		=	Munic.Mngs.
	Meetings held by specified date	Number of District Technical			specified date	Number of MPAC meetings held by			Number of Audit Committee reports 2nd and 4th quarter submitted to Council
		Quarterly				Quarterly			2nd and 4th quarter
Relations Meetings held by 30 June 2020	Intergovernm ental	16 District Technical	Jun 2020	held by 30	Meetings	4 MPAC		4th quarter	Measured in the 2nd and
Meetings held by 30 Sept 2019		4 District Technical	2019	by 30 Sept	Meeting held	4 MPAC	30 Dec 2019	Report tabled 4th quarter to Council by	1 Audit Committee
Relations Meetings held by 30 Sept 2019	Intergovernm	4 District Technical	2019	by 30 Dec	Meeting held	1 MPAC			the 2nd and
Meetings held by 30 Sept 2019	Intergovernm ental	4 District Technical	2020	by 30 Mar	Meeting held	1 MPAC	30 Dec 2019	Report tabled to Council by	Committee
Meetings held by 30 Sept 2019	ntergovernm Intergovernm Intergovernm Intergovernm Meetings	4 District Technical	2020	by 30 Jun	Meeting held Meeting held Meeting held Meeting held Council	1 MPAC	30 Dec 2019 30 Jun 2020 Resolution	Report tabled Report tabled Reports; to Council by to Council by Council	Committee
	Meetings	Technical		Resolution	Council	MPAC Minutes;	Resolution	Reports; Council	Committee

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ANNEXURE B PERSONAL DEVELOPMENT PLAN (PDP)

MUNICIPAL MANAGER

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OUTCOMES EXPECTED	 Acquisition by MM of TQM Skills. 	Continuous improvement. In depth knowledge on change management and strategic communication.	
SUGGESTED TIME FRAMES	30 June 2020	30 June 2022	
ACTION /TRAINING AND/OR DEVELOPMENT ACTIVITY	Attend Project & Risk Management Course	To enrol in Masters of Business Administration (MBA)	
SKILLS/PERFORMANCE GAP	contentious issues to ensure that the end-results are achieved may be lacking.	against expectations that are aligned with the organisation's strategic objectives and mandate.	 Ability to identify underlying patterns and trends when processing novel information may be lacking. Creativity and innovation may be lacking.
COMPETENCY REQUIRED	RESULTS & QUALITY FOCUS	• CHANGE LEADERSHIP	* ANALYSIS & INNOVATION

Signed and accepted by the Municipal Manager:

Judung 20 . Date: 20 MAY

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Date:

Signed by the Mayor on behalf of the Municipality: