

**PERFORMANCE AGREEMENT 2019/2020**

MADE AND ENTERED INTO BY AND BETWEEN

**JULIA LATA MATHEBE**

**"THE MAYOR"**

**(HEREINAFTER "THE EMPLOYER")**

ON BEHALF OF THE ELIAS MOTSOLEDI LOCAL MUNICIPALITY

AND

**MAHLAGAUME MESHACK KGWALE**

**"THE ACTING MUNICIPAL MANAGER"**

**(HEREIAFTER "THE EMPLOYEE")**

AND

JOINTLY REFERRED TO AS "THE PARTIES"

FOR

THE FINANCIAL YEAR 1<sup>ST</sup> JULY 2019 TO 30<sup>TH</sup> JUNE 2020

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## TABLE OF CONTENTS

No.	DESCRIPTION	PAGE
1	INTRODUCTION	3
2	PURPOSE OF THIS AGREEMENT	3
3	COMMENCEMENT AND DURATION	3
4	PERFORMANCE OBJECTIVES	4
5	PERFORMANCE MANAGEMENT SYSTEM	4-6
6	EVALUATING PERFORMANCE	6-10
7	OBLIGATIONS OF THE EMPLOYER	10
8	CONSULTATION	10
9	MANAGEMENT OF EVALUATION OUTCOMES	11
10	DISPUTES RESOLUTION	11
11	GENERAL	12
	ANNEXURE A – PERFORMANCE PLAN	13-14
	ANNEXURE B – PERSONAL DEVELOPMENT PLAN	15
	SCORING GUIDE	16
	A SAMPLE OF CALCULATIONS PROCEDURE	18

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## **1. INTRODUCTION**

- 1.1 The Elias Motsoaledi Municipality (EMLM) 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 (Mayor) and the Employee (Acting Municipal Manager) are herein 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. The Parties hereby conclude the Performance Agreement for the period **01<sup>st</sup> July 2019 to 30<sup>th</sup> June 2020**.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee (Acting Municipal Manager) reporting to the Employer (Mayor), to a set of actions that will secure local government policy goals.

## **2. PURPOSE OF THIS AGREEMENT**

The Parties agree that the purposes of this Agreement are to:

- 2.1 comply with the provisions of Section 57(1)(b), s57 (4)(a), s57(4)(b) and s57(5) of the Systems Act;
- 2.2 specify objectives, indicators and targets defined and agreed with the Employee and communicate to the Employee the Employer's expectations of the Employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the budget of the Employer;
- 2.3 specify areas of accountabilities as set out in the performance plan which is an annexure to this performance agreement;
- 2.4 monitor and measure performance of the Employee against the set targeted outputs;
- 2.5 establish a transparent and accountable working relationship between the Parties;
- 2.6 give effect to the Municipality's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery;
- 2.7 use the Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his job; and
- 2.8 in the event of outstanding performance, to appropriately reward the Employee.

## **3. COMMENCEMENT AND DURATION**

- 3.1 Regardless of the date of signature hereof, this Agreement shall be deemed to have commenced on the **01<sup>st</sup> July 2019 ending 30<sup>th</sup> June 2020**, and, subject to paragraph 3.3, will continue in force until a new Performance Agreement is concluded between the parties as contemplated in paragraph 3.2;
- 3.2 The Parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year as prescribed by s57(2)(a) of the Systems Act.

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- 3.3 This Agreement will terminate on the termination of the Employee's Contract of Employment for any reason as provided for in the Contract of Employment.
- 3.4 The contents 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 decision or otherwise) to an extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

#### **4. PERFORMANCE OBJECTIVES**

- 4.1 Annexure "A", the Performance Plan sets out:
  - 4.1.1 the performance indicators and targets that must be met by the Employee; and
  - 4.1.2 the time frames within which those performance indicators and targets must be met.
- 4.2 The performance indicators and targets reflected in Annexure "A" are set by the Employer in consultation with the Employee, and 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 Municipality's IDP.
- 4.5 The Municipality will make available to the Employee such subordinate employees as the Employee may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Employee to ensure that she complies with those performance obligations and targets.
- 4.6 The Employee will at his request be delegated such powers by the Employer as may in the discretion of the Municipality be reasonably required from time to time to enable him to meet the performance objectives and targets established in terms of this Agreement.

#### **5. PERFORMANCE MANAGEMENT SYSTEM**

- 5.1 The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the management of the Municipality and its staff.
- 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 Municipality, 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 (KPAs) (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 Areas (KPAs) and 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:

Organizational Key Performance Areas (KPA's)	Weighting
Spatial Rationale	10
Municipal Institutional Development and Transformation	10
Basic Service Delivery	40
Local Economic Development	10
Municipal Financial Viability and Management	20
Good Governance and Public Participation	10
<b>Total</b>	<b>100%</b>

- 5.7 The CCRs will make up the other 20% of the Employee's assessment score. CCRs that are deemed to be most critical for the employee's specific job should be selected from the list below as agreed to be between the Employer and the Employee and must be considered with due regard to the proficiency level agreed to:

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)		
LEADING COMPETENCIES		
		Weight
Strategic Direction and Leadership	*Impact and Influence. *Institutional Performance Management. *Strategic Planning and Management. *Organizational Awareness.	20
People Management	*Human Capital Planning and Development. *Diversity Management *Employee Relations Management. *Negotiation and Dispute Management.	20
Program and Project Management	*Program and Project Planning and Implementation. *Service Delivery Management. *Program and Project Monitoring and Evaluation.	10
Financial Management	*Budget Planning and Execution.	20

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	*Financial Strategy and Delivery *Financial Reporting and Monitoring.	
Change Leadership	*Change Vision and Strategy. *Process Design and Improvement. *Change Impact Monitoring and Evaluation.	10
Governance Leadership	*Policy Formulation. *Risk and Compliance Management. *Cooperative Governance.	20
<b>CORE COMPETENCIES</b>		
Moral Competence		
Planning and Organising		
Analysis and Innovation		
Knowledge and information Management		
Communication		
Results and Quality Focus		
<b>Total Percentage</b>		<b>100%</b>

## 6. EVALUATING PERFORMANCE

6.1 Annexure "A" to this Agreement sets out:

6.1.1 the standards and procedures for evaluating the Employee's performance; and

6.1.2 the intervals for the evaluation of the Employee's performance.

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

6.3 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.

6.4 The annual performance appraisals must involve:

(a) Assessment of the achievement of results as outlined in the performance plan:

(i) 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.

(ii) An indicative rating on the five-point scale should be provided for each KPA

(iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final score.

(b) Assessment of the CCRs

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- (i) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (ii) An indicative rating on the five-point scale should be provided for each CCR
- (iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- (iv) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR score.

Overall Rating

- (i) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisals.
- (ii) The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's (i.e the following table will be used in determining the payment of the reward):

PERFORMANCE APPRAISAL OF KPAs AND CCRs				
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE	PERFORMANCE BONUS RATIOS
Level 5:  Outstanding Performance	Performance far exceeds the standard expected for the job in all areas of the manager. The manager has achieved exceptional results against all performance criteria and indicators specified in the Performance Plan and maintained this in all areas of responsibility throughout the year.	5	75 – 100	<p>Maximum bonus allowed ifo. Regulations is between 10% and 14% of person's inclusive annual remuneration package</p> <p>The % as determined per Council Resolution is as follows:</p> <p>75 – 76% =10%</p> <p>77 – 78% =11%</p> <p>79 – 80% =12%</p> <p>81 – 84% =13%</p> <p>85 – 100% = 14%</p>

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Level 4: Performance significantly above expectations	Performance is significantly higher than the standard expected for the job in all areas. The manager has achieved above fully effective results against more than half of the performance criteria and indicators specified in the Performance Plan and fully achieved all others throughout the year.	4	65 – 74	<p>Maximum bonus allowed ito. Regulations is between 5% and 9% of person's inclusive annual remuneration package</p> <p>The % as determined per Council Resolution is as follows:</p> <p>65 – 66%=5%</p> <p>67 – 68%=6%</p> <p>69 –70% = 7%</p> <p>71-72% =8%</p> <p>73 – 74% =9%</p>
Level 3: Fully effective	Performance fully meets the standard expected for the job in all areas. The manager has achieved effective results against all significant performance criteria and indicators specified in the Performance Plan and may have achieved results significantly above expectations in one or two less significant areas throughout the year.	3	51 – 64	No bonus
Level 2: Performance not fully satisfactory	Performance is below the standard required for the job in key areas. The manager has achieved adequate results against many key performance criteria and indicators specified in the Performance Plan but did not fully achieved adequate results against others during the course of the year. Improvement in these areas is necessary to bring performance up to the standard expected.	2	31 – 50	No bonus

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Level 1: Unacceptable performance	Performance does not meet the standard required for the job. The manager has not met one or more fundamental requirements and/or is achieving results that are well below the performance criteria and indicators in a number of significant areas of responsibility. The manager has failed to demonstrate the commitment or ability to bring performance up to the level expected despite efforts to encourage improvement.	1	Less than 30	No bonus
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## 6.5 Reward for Performance

6.5.1 The performance bonus will be determined by the Municipal Council based on affordability and the stipulations of the Performance Agreement.

6.5.2 A merit reward for performance in addition to the annual reviewed remuneration will be considered by the Council not later than September under the following conditions:

- a) The payment of the reward will be based on the period under review and result of the performance score;
- b) The amount of the reward will not exceed 14% of the Employee's total remuneration, but will be subjected to affordability to the Municipality; and
- c) The performance score will be obtained by using the performance plan.
- d) Where external factors have a negative influence on the result of the performance as scrutinized and recommended by the Performance Audit Committee, the Municipality may grant a reward (see Regulation Number 29089 of 01 August 2006);
- e) The reward if granted, will be paid annually after the compilation of the financial statements and after finalisation of the performance appraisal;
- f) The final outcome of the performance appraisal will determine the reward;

6.6 For purpose of evaluating the annual performance of the Manager Directly Accountable to the Municipal Manager, an Evaluation Panel constituted of the following persons may be established –

- (i) Municipal Manager;
- (ii) Chairperson or the relevant member of the Audit Committee;
- (iii) The Member of the Executive Committee; and
- (iv) Municipal Manager from another Municipality.

6.7 The manager responsible for performance management of the municipality or delegated assignee must provide secretariat services to the Evaluation Panel referred to above.

## Schedule for Performance Reviews

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

First quarter: July — September;

Second quarter: As soon as it is reasonably practicable after January;

Third quarter : April — June;

Fourth quarter: As soon as it is reasonably practical after November or after issuance of the Audit Report thereof.

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

6.10 Performance feedback must be based on the Employer's assessment of the Employee's performance.

6.11 The Employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.

6.12 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented or amended as the case may be on agreement between both parties.

## **7. OBLIGATIONS OF THE EMPLOYER**

The Employer must –

- (1) Create an enabling environment to facilitate effective performance by the employee;
- (2) Provide access to skills development and capacity building opportunities;
- (3) Work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- (4) On the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- (5) Make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement

## **8. CONSULTATION**

8.1 The Employer agrees to consult the Employee timeously where the exercising of the Employer's powers will –

8.1.1 have a direct effect on the performance of any of the Employee's functions;

8.1.2 commit the Employee to implement or to give effect to a decision made by the Executive Committee;

8.1.3 have a substantial financial effect on the Municipality.

8.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 8.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

## **9. MANAGEMENT OF EVALUATION OUTCOMES**

9.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

9.2 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on an overall rating, calculated by using the applicable assessment rating calculator; provided that:

- a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

9.3 In the case of unacceptable performance, the Employer shall:

- Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the Employer may, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Employee to terminate the Employee's employment in accordance with the notice period set out in the Employee's contract of employment.

## **10. DISPUTES RESOLUTION**

10.1 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 the Mayor within thirty days (30) of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.

10.2 Any disputes about the outcome of the Employee's performance evaluation must be mediated by a member of the municipal council, provided that such member was not part of the Evaluation Panel provided for in sub-regulation 27(4), within thirty (30) days of receipt of a formal dispute from the employee.

10.3 Nothing contained in this Agreement in any way limits the right of the Employer to terminate the Employee's Contract of Employment with or without notice for any other breach by the Employee of his obligations to the Municipality or for any other valid reason in law.

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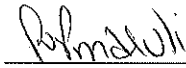
**11. GENERAL**

- 11.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential, and may be made available to the public by the Municipality, where appropriate.
- 11.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his Contract of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 11.3 At the end of the tunnel, the Employee may not be assessed if s/he presents to be in the employ of the Employer for a period of less than six (06) months.

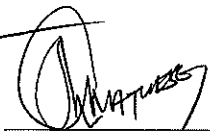
Signed at Groblersdal, Elias Motsoaledi Local Municipality, on this 25 day of July 2019.

  
M.M KGWALE  
ACTING MUNICIPAL MANAGER

**AS WITNESSES:**

  
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Signed at Groblersdal, Elias Motsoaledi Local Municipality, on this 25 day of July 2019.

  
J.L MATHEBE  
MAYOR

**AS WITNESSES:**

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## ANNEXURE A: PERFORMANCE PLAN

### KPA 2: INSTITUTIONAL DEVELOPMENT AND MUNICIPAL TRANSFORMATION

Strategic Objectives: To build capable, responsive, accountable, effective and efficient municipal institutions and administration

Programme	Key performance indicator	Weighting	Budget Source	Audited baseline 2017/18	Annual target	2019/2020				Evidence
						1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
Performance Management	% of KPIs and projects attaining organisational targets (total organisation) by 30 June 2020	10	Opex	67%	95%	25%	50%	75%	95%	Performance report
	Final SDBIP approved by Mayor within 28 days after approval of IDP/Budget	5	n/a	1	1	n/a	n/a	n/a	1	Approved SDBIP

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**KPA 5: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT**

**Strategic Objectives: To improve sound and municipal financial management**

Programme	Key performance indicator	Weighting	Budget Source	Audited baseline 2017/18	Annual target	2019/2020				Evidence
						1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
Expenditure	% spend of the Total Operational Budget excluding non-cash items by the 30 June 2020	10	Opex	86%	95%	25%	50%	75%	95%	Budget report
	Remuneration (Employee Related Costs and Councillors Remuneration) as % of Total Operating Expenditure per quarter	5	Opex	<44%	25% to 40%	25% to 40%	25% to 40%	25% to 40%	25% to 40%	Section 71 report

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**KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION**

**Strategic objectives: To enhance good governance and public participation**

Programme	Key performance indicator	Weighting	Budget Source	Audited baseline 2017/18	Annual target	2019/2020				Evidence
						1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
Good Governance and oversight	Submission of Final audited consolidated Annual Report to Council on or before end of January 2020	5	n/a	1	1	n/a	n/a	1	n/a	Council resolution
	Submission of annual report Oversight Report to Council by March 2020	5	n/a	new	1	n/a	n/a	1	n/a	Council resolution
	2019/20 IDP review process Plan approved by August 2019	5	n/a	new	1	n/a	n/a	n/a	n/a	Council resolution
IDP Development	Final IDP tabled and approved by Council by the 31 May 2020	5	n/a	1	1	n/a	n/a	n/a	1	Council resolution

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Programme	Key performance indicator	Weighting	Budget Source	Audited baseline 2017/18	Annual target	2019/2020				Evidence
						1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
Audit	Obtain an Unqualified Auditor General opinion for the 2018/19 financial year	10	n/a	Unqualified Audit Opinion	Unqualified Audit Opinion	n/a	Unqualified Opinion	n/a	n/a	AGSA audit report
	% of Auditor General matters resolved as per the approved audit action plan by 30 June 2020 (Total organization)	10	n/a	82%	100%	n/a	n/a	50%	100%	Audit action plan
Audit	% of Internal Audit Findings resolved per quarter as per the Audit Plan (total organisation)	5	n/a	new	100%	25%	65%	75%	100%	Quarterly IA status reports

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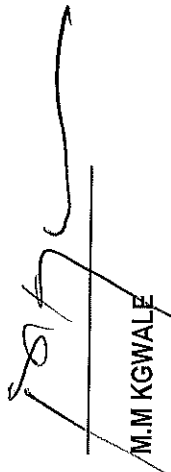


Programme	Key performance indicator	Weighting	Budget Source	Audited baseline 2017/18	Annual target	2019/2020				Evidence
						1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
Risk management	number of security risk assessment conducted by 30 June 2020	5	n/a	New	4	1	2	3	4	Quarterly Risk management Report
	Number of project risk assessments conducted by 30 June 2020	5	n/a	New	4	1	2	3	4	Attendance register and minutes
	number of Risk Management reports submitted to the Risk Management Committee per quarter	5	n/a	new	4	1	2	3	4	Quarterly Risk management Report
	Number of quarterly Risk Management Committee meetings convened by June 2020	5	n/a	new	4	1	2	3	4	Attendance register and minutes
	% execution of identified risk management plan within prescribed timeframes per quarter (total organisation)	5	n/a	100%	100%	50%	75%	85%	100%	Quarterly Risk assessment reports

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1. ANNEXURE B: EMPLOYEE'S PERSONAL DEVELOPMENT PLAN FOR THE PERIOD JULY 2019 - JUNE 2020

Skills / performance Gap (in order of priority)	Outcomes expected (measurable indicators)	Suggested training and / or development activity	Suggested mode of delivery	Suggested time frames	Work opportunity to practice skills or development area	Support person
Advanced knowledge in public sector Monitoring and Evaluation	Masters in Management (Monitoring and Evaluation)	Masters class	Block release	1 year	Municipality	Mayor

  
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**ACTING MUNICIPAL MANAGER**

25/07/2019  
 DATE



2. SCORING GUIDE AGAINST THE KPI WEIGHTING

Weighting	Performance Levels as per PMS Framework				
	1	2	3	4	5
1	0.2	0.4	0.6	0.8	1
2	0.4	0.8	1.2	1.6	2
3	0.6	1.2	1.8	2.4	3
4	0.8	1.6	2.4	3.2	4
5	1	2	3	4	5
6	1.2	2.4	3.6	4.8	6
7	1.4	2.8	4.2	5.6	7
8	1.6	3.2	4.8	6.4	8
10	2	4	6	8	10
11	2.2	4.4	6.6	8.8	11
12	2.4	4.8	7.2	9.6	12
13	2.6	5.2	7.8	10.4	13
14	2.8	5.6	8.4	11.2	14

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Weighting	Performance Levels as per PMS Framework				
	1	2	3	4	5
15	3	6	9	12	15
20	4	8	12	16	20
25	5	10	15	20	25
30	6	12	18	24	30
35	7	14	21	28	35
40	8	16	24	32	40
45	9	18	27	36	45
50	10	20	30	40	50

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### 3. A SAMPLE OF CALCULATIONS PROCEDURE / METHODOLOGY

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#### CCR

CONVERT TO 20%: FINAL SCORE DIVIDE BY WEIGHTING MULTIPLY BY 20

e.g  $86 \div 100 \times 20 = 17.2$

#### KPA

CONVERT TO 80%: FINAL SCORE DIVIDE BY WEIGHTING MULTIPLY BY 80

e.g KPA:  $77 \div 101 \times 80 = 60.9$

TOTAL: e.g KPA + CCR = 78.1

PERFORMANCE LEVEL .....(1 to 5) = (5% to 14% BONUS)

