

# **BA-PHALABORWA MUNICIPALITY**



## **PERFORMANCE AGREEMENT**

**2025/2026**

**JB SELAPYANE**

**SENIOR MANAGER: CORPORATE SERVICES**

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**PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN:**

**THE BA-PHALABORWA MUNICIPALITY**

**AS REPRESENTED BY THE ACTING MUNICIPAL MANAGER**

**BUYS YI**

**(herein and after referred to as the Employer)**

**AND**

**SENIOR MANAGER: CORPORATE SERVICES**

**JB SELAPYANE**

**(herein and after referred to as the Employee)**

**FOR THE**

**FINANCIAL YEAR:**

**01 JULY 2025 – 30 JUNE 2026**

*JB*

## 1. INTRODUCTION

1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties";

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement;

1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals;

1.4 The Parties wish to ensure that there is compliance with Sections 57 (4A), 57 (4B) and 57 (5) of the Systems Act;

1.5 In this Agreement, the following terms will have the meaning ascribed thereto:

1.5.1 "this Agreement" – means the performance Agreement between the Employer and the Employee and the Annexures thereto;

1.5.2 "the Executive Committee" – means the Executive Committee of council constituted in terms of the Structures Act (Local Government: Municipal Structures Act 117 of 1998) as represented by its chairperson, the Mayor;

1.5.3 "the Employee" means the **Senior Manager: Corporate Services** appointed in terms of Section 56 of the Systems Act;

1.5.4 "the Employer" = means Ba-Phalaborwa Municipality; and

1.5.5 "the parties" means the Employer and the Employee.

## 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 Act as well as the employment contract entered into between the parties;
- 2.2 Specify objectives in terms of the key performance indicators 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 accountabilities as set out in a Performance Plan, which forms an Annexure to the Performance Agreement;
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 In the event of outstanding performance, to appropriately reward the employee;
- 2.7 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

## 3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on **01 JULY 2025** and will remain in force until **30 JUNE 2026** thereafter 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;

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4. [ Ba-Phalaborwa Municipality complies with the requirements of Protection of Personal Information Act 4 of 2013 and Promotion of Access to Information Act 2 of 2000.

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- 3.2 The parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31<sup>st</sup> of July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and
- 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, key performance indicators and targets that must be met by the Employee;
- 4.1.2 The time frames within which those performance objectives and targets must be met; and.
- 4.1.3 The core competency requirements (Annexure C – definitions) as the management skills regarded as critical to the position held by the Employee

4.2 The performance objectives, key performance indicators and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:

- 4.2.1 key objectives that describe the main tasks that need to be done;
- 4.2.2 key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved;
- 4.2.3 target dates that describe the time frame in which the targets must be achieved; and

4.2.4 weightings showing the relative importance of the key objectives to each other;

4.3 The Personal Development Plan (Annexure B) sets out the employee's personal development requirements in line with the objectives and targets of the Employer; and

4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

## **5. PERFORMANCE MANAGEMENT SYSTEM**

5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer;

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required;

5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee;

5.4 The Employee undertakes to actively focus towards the promotion and implementation of the 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 shall be assessed shall consist of two components, Operational Performance (in the form of key performance indicators (KPIs) under specific Key Performance Areas (KPAs)) and Core Competency Requirements (CCRs), both of which shall be contained in the Performance Agreement.

5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.

5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

5.5.3 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 / her performance in terms of the key performance indicator outputs / outcomes 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 Employer and Employee:

KPA No.	Key Performance Areas	100%
1	Spatial Rationale	0%
2	Basic Service Delivery	0%
3	Municipal Financial Viability and Management	4%
4	Local Economic Development (LED)	0%
5	Municipal Institutional Development and Transformation	52%
6	Good Governance and Public Participation	44%
		<b>Converted to 80%</b>

5.7 Manager's responsibilities are also directed in terms of the abovementioned key performance areas. In the case of managers directly accountable to the Municipal Manager, other key performance areas related to the functional area of the relevant manager can be added subject to negotiation between the municipal manager and the relevant manager

5.8 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 between the Employer and Employee. Three of the CCRs are compulsory for Municipal Managers:

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CORE MANAGERIAL COMPETENCIES <sup>1</sup>	√ 2	WEIGHTING %	LEVEL <sup>3</sup>
Strategic Capability and Leadership		10	
Programme and Project Management		10	
Financial Management	√	5	
Change Management		10	
Knowledge Management		15	
Service Delivery Innovation		5	
Problem Solving and Analysis		10	
People Management and Empowerment	√	15	
Client Orientation and Customer Focus	√	5	
Communication		5	
Accountability and Ethical Conduct		10	
TOTAL PERCENTAGE		100%	
Converted to 20%			

<sup>1</sup>As published and defined within the Draft Competency Guidelines,  
Government Gazette 23, March 2007

<sup>2</sup>√ Compulsory for municipal manager

<sup>3</sup>Proficiency level (1, 2 or 3) as stipulated in the Draft Competency  
Guidelines, Government Gazette 23, March 2007

## 6. PERFORMANCE ASSESSMENT

6.1 The Performance Plan (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;

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6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;

6.4 The Employee's performance will be measured in terms of contributions to the strategic objectives and strategies set out in the Employer's IDP

6.5 The Annual performance appraisal will involve:

6.5.1 Assessment of the achievement of results as outlined in the Performance Plan

(a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to *ad-hoc* tasks that had to be performed under the KPA

(b) 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 where a disagreement

(c) The Employee will submit his self-evaluation to the Employer prior to the formal assessment; and

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

6.5.2 Assessment of the CCRs:

(a) Each CCR should be assessed according to the extent to which the specified standards have been met

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

(c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score



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

### 6.5.3 Overall rating

- (a) An overall rating is calculated by adding the overall scores as calculated in 6.5.1 (d) and 6.5.2 (d) above; and
- (b) Such overall rating represents the outcome of the performance appraisal.

6.6 The assessment of the performance of the Employee will be based on the following rating scale for KPIs and CCRs:

Level	% score	Terminology	Description
5	167	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	133 – 166	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	100 – 132	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 PA and Performance Plan.
2	67 – 99	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 PA and Performance Plan.
1	0- 66	Unacceptable	Performance does not meet the standard expected for the

Level	% score	Terminology	Description
		Performance	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 PA 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.

6.7 For purpose of evaluating the performance of the Employee for the mid-year and year-end reviews, an evaluation panel constituted of the following persons will be established:

6.7.1 Municipal Manager

6.7.2 Chairperson of the Performance Audit Committee (PAC) or the Audit Committee (AC) in the absence of a performance audit committee

6.7.3 The Portfolio Councillor as Chairperson and a member of the executive committee (Exco);

6.7.4 A Municipal Manager from another municipality; and

6.7.5 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels.

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

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

Quarter	Review Period	Review to be completed by
1	July – September 2025	October 2025
2	October – December 2025	February 2026
3	January – March 2026	April 2026
4	April – June 2026	August 2026

7.2 The Employer shall keep a record of the mid-year review and annual assessment meetings;



7.3. Performance feedback shall be based on the Employer's assessment of the Employee's performance;

7.4. The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made;

7.5. The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

## **8. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B. Such Plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

## **9. OBLIGATIONS OF THE EMPLOYER**

9.1. The Employer shall:

9.1.1. Create an enabling environment to facilitate effective performance by the employee;

9.1.2. Provide access to skills development and capacity building opportunities;

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

9.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5. Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/her to meet the performance objectives and targets established in terms of this Agreement.

## **10. CONSULTATION**

10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others:

10.1.1 A direct effect on the performance of any of the Employee's functions

10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer

10.1.3 A substantial financial effect on the Employer

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay

## **11. MANAGEMENT OF EVALUATION OUTCOMES**

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

11.2 A performance bonus of 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

11.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

11.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

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

11.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance;

11.3.2 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.

## **12. DISPUTE RESOLUTION**

12.1 In the event that the Employee is dissatisfied with any decision or action of the Employer 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 within 3 (three) business days, meet with the Employer with a view to resolving the issue. The employer will record the outcome of the meeting in writing;

12.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days; and

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

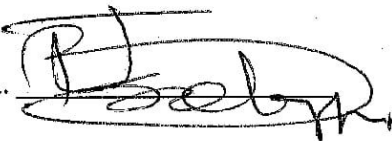
### 13. GENERAL

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

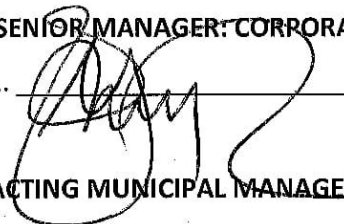
13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments; and

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

Thus done and signed at Phalaborwa on this the 25 day of July 2025

1. 

SENIOR MANAGER: CORPORATE SERVICES

2. 

ACTING MUNICIPAL MANAGER

### 3. WITNESS

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# **Annexure A**

## **PERFORMANCE PLAN**

**ENTERED INTO BY AND BETWEEN**

**BAPHALABORWA MUNICIPALITY**

**AS REPRESENTED BY THE ACTING MUNICIPAL MANAGER**

**BUYS YI**

**["the Employer"]**

**AND**

**JB SELAPYANE**

**SENIOR MANAGER CORPORATE SERVICES**

**["the Employee"]**

## CORPORATE SERVICES

### SENIOR MANAGER CORPORATE SERVICES SCORECARD 2025 - 2026

**VISION :** " Provision of quality services for community well-being and tourism development"

**MISSION:** "To provide quality infrastructure and affordable services, promote sustainable economic growth, financial viability, sound administration and accountable governance" .

**VALUES:** Efficiency and effectiveness; Accountability; Innovation and creativity; Professionalism and hospitality; Transparency and fairness; Continuous learning; and Conservation conscious.

**FUNCTIONAL AREA:** CORPORATE SERVICES

**Quarterly Projections of Service Delivery Targets and Performance Indicators per KPA**



# **KPA 1: SPATIAL RATIONALE**

# KPA 2:

## BASIC SERVICE DELIVERY

# **KPA 3:**

# **MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT**

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KPA 3: Municipal Financial Viability and Management 4%													
PMS No. & Performance Area	Cluster	IDP Objective	Key Performance Indicator	Key performance indicator weight	Responsible Manager	Baseline	Annual Target 30/06/2026	Budget	2025/26 Quarterly Projections				Evidence Required
									1 <sup>st</sup> Quarter (1 Jul – 30 Sept 25)	2 <sup>nd</sup> Quarter (1 Oct – 31 Dec 25)	3 <sup>rd</sup> Quarter (1 Jan – 31 Mar 26)	4 <sup>th</sup> Quarter (1 Apr – 30 Jun 26)	
3.1 Financial Viability													
3.1.1	Governance and administration	Improve financial viability	R-value and % departmental of Budget spent per quarter by 30/06/2026		Senior Manager Corporate Services	100%	100%		25%	50%	75%	100%	Expenditure report

**22** | Ba-Phalaborwa Municipality complies with the requirements of Protection of Personal Information Act 4 of 2013 and Promotion of Access to Information Act 2 of 2000.

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## **KPA 4:**

# **LOCAL ECONOMIC DEVELOPMENT**

JB

**KPA: 5**

# **MUNICIPAL TRANSFORMATION & INSTITUTIONAL DEVELOPMENT**

JS



KPA 5: Municipal Transformation and Institutional Development 61%													
PMS No. & Performance Area	Cluster	IDP Objective	Key Performance Indicator	Key performance indicator weight	Responsible Manager	Baseline	Annual Target 30/06/2026	Budget	2025/2026 Quarterly Projections				Evidence Required
									1 <sup>st</sup> Quarter (1 Jul 30 Sept 25)	2 <sup>nd</sup> Quarter (1 Oct – 31 Dec 25)	3 <sup>rd</sup> Quarter (1 Jan – 31 Mar26)	4 <sup>th</sup> Quarter (1 Apr – 30 Jun 26)	
5.1 Organizational Design & Human Resource													
5.1.1	Good governance and administration	Attract, develop and retain best human capital	Number of Reviewed and approved Municipal Organizational structure by 30/06/2026		Senior Manager Corporate Services	1	1	OPEX	n/a	n/a	n/a	1	Council resolution on Reviewed organizational structure with dates
5.1.2	Good governance and administration	Attract, develop and retain best human capital	Number of monthly Departmental Safety meetings held by 30/06/2026		Senior Manager Corporate Services	11	11	OPEX	3	5	8	11	Agenda, safety minutes and attendance register
5.1.3	Good governance and administration	Advance good corporate governance	Number of HR policies reviewed by 30/06/2026		Senior Manager Corporate Services	7	6	OPEX	n/a	n/a	n/a	6	Council Resolutions on Reviewed policies and copies of Reviewed Policies. 1. Shift Work Policy 2. Training and Development Policy 3. ICT Security Policy 4. Data Backup Policy 5. Privacy Policy 6. Staff Provisioning Policy 7. Record

25 | Ba-Phalaborwa Municipality complies with the requirements of Protection of Personal Information Act 4 of 2013 and Promotion of Access to Information Act 2 of 2000.

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KPA 5: Municipal Transformation and Institutional Development 61%													
PMS No. & Performance Area	Cluster	IDP Objective	Key Performance Indicator	Key performance indicator weight	Responsible Manager	Baseline	Annual Target 30/06/2026	Budget	2025/2026 Quarterly Projections				Evidence Required
									1 <sup>st</sup> Quarter (1 Jul 30 Sept 25)	2 <sup>nd</sup> Quarter (1 Oct – 31 Dec 25)	3 <sup>rd</sup> Quarter (1 Jan – 31 Mar26)	4 <sup>th</sup> Quarter (1 Apr – 30 Jun 26)	
													Management Policy
5.1.4	Good governance and administration	Attract, develop and retain best human capital	Number of prioritised vacant positions to be filled per quarter by 30/06/2026		Senior Manager Corporate Services	18	10	OPEX	n/a	n/a	n/a	10	Recruitment plan on critical positions and Appointment letters
5.1.5	Good governance and administration	Attract, develop and retain best human capital	Number of Corporate Calendars developed and approved by Council 30/06/2026		Senior Manager Corporate Services	1	1	OPEX	n/a	n/a	n/a	1	Council resolution and approved calendar
5.2 Employment Equity													
5.2.1	Good governance and administration	Advance good corporate governance	Number of EEP Post filled on Level 0,2,3 filled by 30/06/2026		Senior Manager Corporate Services	2	2	OPEX	n/a	n/a	n/a	2	Implementation report on the Equity Plan & appointment letters
5.2.2	Good governance and administration	Advance good corporate governance	Number of Employee Wellness Plan developed by 30/06/2026		Senior Manager Corporate Services	1	1	OPEX	n/a	n/a	n/a	1	Approved Employee Strategy
5.3 Skills Development													
5.3.1	Good governance and administration	Attract, develop and retain best human capital	Number of Reviewed and submitted Skills Development Plan by 30/04/2026		Senior Manager Corporate Services	1	1	OPEX	n/a	n/a	n/a	1	Work Skills Plan & proof of submission to LG SETA
5.3.2	Good governance	Attract, develop and retain best	Amount of Municipal budget allocated		Senior Manager	R1 255 545.09	R1 652 174.00	OPEX	R413 043,50	R413 043,50	R413 043,50	R413 043,50	Expenditure reports;

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KPA 5: Municipal Transformation and Institutional Development 61%													
PMS No. & Performance Area	Cluster	IDP Objective	Key Performance Indicator	Key performance indicator weight	Responsible Manager	Baseline	Annual Target 30/06/2026	Budget	2025/2026 Quarterly Projections				Evidence Required
									1 <sup>st</sup> Quarter (1 Jul 30 Sept 25)	2 <sup>nd</sup> Quarter (1 Oct – 31 Dec 25)	3 <sup>rd</sup> Quarter (1 Jan – 31 Mar26)	4 <sup>th</sup> Quarter (1 Apr – 30 Jun 26)	
5.4 Performance Management System													
5.4.1	Good governance and administration	Good corporate governance and public participation	Number of monthly scheduled Senior Management meetings held by 30/06/2026		Senior Manager Corporate Services	16	11	OPEX	3	3	3	2	Minutes of Senior Management meetings, attendance registers
5.4.2	Good governance and administration	Advance good corporate governance	Number of monthly scheduled departmental meetings held by 30/06/2026		Senior Manager Corporate Services	11	11	OPEX	3	3	3	2	Departmental minutes , attendance registers
5.4.3	Good governance and administration	Advance good corporate governance	Number of monthly scheduled departmental Portfolio Committee meeting held by 30/06/2026		Senior Manager Corporate Services	12	11	OPEX	3	3	3	2	Portfolio committee minutes, attendance registers
5.4.4	Good governance and administration	Advance good corporate governance	Number of Signed Performance Agreements by 30/07/2025 ( one month after the start of each financial year		Senior Manager Corporate Services	1	1	OPEX	1	n/a	n/a	n/a	Signed performance agreement
5.4.5	Good Governance and administration	Attract, develop and retain best human capital	Number of Staff below Senior Managers who signed Performance Agreements		Senior Manager Corporate Services	New	Post level 5,6,7, and 8	OPEX	Post level 5	Post level 6	Post level 7	Post level 8	Signed performance agreements

27 | Ba-Phalaborwa Municipality complies with the requirements of Protection of Personal Information Act 4 of 2013 and Promotion of Access to Information Act 2 of 2000.

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## **KPA 6:**

# **GOOD GOVERNANCE & PUBLIC PARTICIPATION**



KPA 6: Good Governance and Public Participation 35%													
PMS No. & Performance Area	Cluster	IDP Objective	Key Performance Indicators	Key performance indicator weight	Responsible Manager	Baseline	Annual Target 30/06/2026	Budget	2025/2026 Quarterly Projections				Evidence Required
									1 <sup>st</sup> Quarter (1 Jul – 30 Sept 25)	2 <sup>nd</sup> Quarter 1 Oct – 31 Dec 25)	3 <sup>rd</sup> Quarter 1 Jan – 31 Mar 26)	4 <sup>th</sup> Quarter (1 Apr – 30 Jun 26)	
6.1 Council and Executive Management													
6.1.1	Good governance and administration	Advance good corporate governance	Number of scheduled Council meetings held by 30/06/2026		Senior Manager Corporate Services	12	8	OPEX	1	1	3	3	Minutes of council meetings, attendance registers
6.1.2	Good governance and administration	Advance good corporate governance	Number of monthly scheduled EXCO meetings held by 30/06/2026		Senior Manager Corporate Services	14	8	OPEX	1	1	3	3	Minutes of EXCO meetings, attendance registers
6.2 Corporate Governance													
6.2.1	Good governance and administration	Advance good corporate governance	Number of Local Labour Forum meetings convened by 30/06/2026		Senior Manager Corporate Services	11	11	OPEX	3	2	3	3	LLF minutes, invitations, and attendance register.
6.3 Information Technology													
6.3.1	Good governance and administration	Advance good corporate governance	Number of ICT Disaster Recovery Plans Implemented by 30/06/2026		Senior Manager Corporate Services	1	1	OPEX	n/a	n/a	n/a	1	Implemented ICT Disaster Recovery Strategy
6.4 Internal Audit & Audit Committee													
6.4.1	Good governance and administration	Advance good corporate governance	% implementation of Audit Committee resolutions by 30/06/2026		Senior Manager Corporate Services	90%	90%	OPEX	25%	50%	75%	90%	Audit committee resolution register

**29 |** Ba-Phalaborwa Municipality complies with the requirements of Protection of Personal Information Act 4 of 2013 and Promotion of Access to Information Act 2 of 2000.

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KPA 6: Good Governance and Public Participation 35%													
PMS No. & Performance Area	Cluster	IDP Objective	Key Performance Indicators	Key performance indicator weight	Responsible Manager	Baseline	Annual Target 30/06/2026	Budget	2025/2026 Quarterly Projections				Evidence Required
									1 <sup>st</sup> Quarter (1 Jul – 30 Sept 25)	2 <sup>nd</sup> Quarter 1 Oct – 31 Dec 25)	3 <sup>rd</sup> Quarter 1 Jan – 31 Mar 26)	4 <sup>th</sup> Quarter (1 Apr – 30 Jun 26)	
6.4.2	Good governance and administration	Advance good corporate governance	% implementation of Internal Audit Action Plan by 30/06/2026		Senior Manager Corporate Services	90%	90%	OPEX	25%	50%	75%	90%	Internal Audit Follow-up Report
6.4.3	Good governance and administration	Good corporate governance and public participation	% of audit queries addressed by 30/06/2026		Senior Manager Corporate Services	75%	90%	OPEX	10%	50%	75%	90%	Audited AG Action Plan
6.5 Risk Management													
6.5.1	Good governance and administration	Good corporate governance and public participation	% on implementation Risk Management action plans per quarter by 30/06/2026		Senior Manager Corporate Services	75%	90%	OPEX	10%	50%	75%	90%	Quarterly implementation Report



# **CAPITAL PROJECTS PER RESPONSIBLE MANAGER**

Capital projects										
Responsible Manager	Project Name	Total Capital Budget (R'000)	Planned Start Date	Planned Completion Date	Ward No.	Quarterly Outputs 2025/26				Weight
						1 <sup>st</sup> Quarter 01 Jul - 30 Sept 2025	2 <sup>nd</sup> Quarter 01 Oct - 31 Dec 2025	3 <sup>rd</sup> Quarter 01 Jan - 31 Mar 2026	4 <sup>th</sup> Quarter 01 Apr - 30 Jun 2026	
Office Furniture and Equipment										
Senior Manager Corporate	Office Furniture and Equipment	R 1 700 000. 00	01/07/25	30/06/26		Advertisement for appointment of the service provider	Appointment of the service provider	Requisition Delivery note	Requisition Delivery note	Request for purchase and Payment certificate Expenditure report



Employee's Signature:

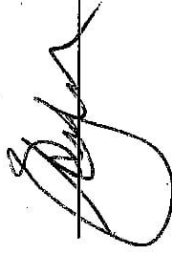


Date:

25/07/2025

Witness

Acting Municipal Manager's Signature:



Date:

## **PERSONAL DEVELOPMENT PLAN**

**(PDP)**

**ENTERED INTO BY AND BETWEEN:**

**BAPHALABORWA MUNICIPALITY**

**AS REPRESENTED BY THE ACTING MUNICIPAL MANAGER**

**BUYS YI**

**["the Employer"]**

**AND**

**SELAPYANE JAMELA BERLINA**

**SENIOR MANAGER CORPORATE SERVICES**

**["the Employee"]**

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# Personal Development Action Plan

Skills Performance Gap	Outcomes Expected	Suggested Training / Development Activity	Suggested Mode of Delivery	Suggested Time Frames	Work Opportunity Created to Practice Skill / Development	Support Person
Advanced Management and Leadership Skills	Exhibit advanced leadership and Management skills and coaching	Attending Classes and Mentorship	Block Release	18 Months	Management and Leadership	Municipal Manager

Employee's Signature:



Date: 25/07/2025

Acting Municipal Manager's Signature:



Date: 25/7/2025

# Annexure C

## CORE COMPETENCY FRAMEWORK

ENTERED INTO BY AND BETWEEN:

BA-PHALABORWA MUNICIPALITY

AS REPRESENTED BY THE ACTING MUNICIPAL MANAGER

YI BUYS

['the Employer']

AND

JB SELAPYANE

SENIOR MANAGER CORPORATE SERVICES

["the Employee"]

## CORE COMPETENCY FRAMEWORK: SENIOR MANAGER CORPORATE SERVICES

Core Managerial Skills	Definitions	Weight
Strategic Leadership and Management	Skills to be able to provide a vision, set the direction for the Municipality or department and inspire others in order to deliver on the Municipality's mandate	10
Programme and Project Management	Skills to enable the individual to plan, manage, monitor and evaluate specific activities in order to ensure that policies are implemented and that local government objectives are achieved	10
Financial Management	Skills required in managing projects and/or departmental work within the constraints of a budget. This includes being able to plan a budget at the beginning of the financial year, controlling expenditure throughout the year by allocating resources efficiently and understanding and anticipating the impact of other departments on won budget	5
Change Management	Skills to initiate and support municipal transformation and change in order to implement new initiatives successfully and deliver on service delivery commitments	10
Knowledge Management	Skills to enable individuals, teams and entire organisation to collectively create, share and apply knowledge, to better achieve institutional objectives	15
Problem Solving and Analytical Thinking	Skills to be able to systematically identify, analyse and resolve existing and anticipated problems in order to reach optimum solutions in a timely manner.	10
People and Diversity Management	Skills to manage and encourage people, optimize their outputs, and effectively manage relationships. This includes holding regular information sharing sessions to ensure that team members are made aware of decisions that may affect them. It also involves distribution of workloads to ensure that individual skills are used appropriately and so that the work is evenly spread, making sure that the team has the necessary tools and resources in order to do their work and motivating the team so that they are committed to achieving the goals of the department and ultimately those of the Municipality.	15
Client Orientation and Customer Focus	The Skill to seek to understand the needs of the customer and meeting the needs. At a minimum, employees are required to react to queries, keeping promises, being honest in all their dealings, adhering to policies, procedures and delegations, keeping the client up to date, being friendly and helpful and solving problems quickly and without arguments. Ideally, managers are required to be proactive by trying to understand the needs of the customer and providing an appropriate service based on those underlying needs.	5
Service Delivery Innovation	The Skill to work well to achieve a high standard by trying to improve on the way things are done and by working towards achieving the work objectives. It is also about putting plans into action, meeting deadlines, taking initiative and solving problems to make sure that things get done. Employees do not wait to be told to do something, but are encouraged to use their initiative to make sure things get done accurately and efficiently.	5
Communication	Skills to be able to exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the desired outcomes.	5
Accountability and Ethical Conduct	Must be able to display and build the highest standards of ethical and moral conduct in order to promote confidence and trust in the Municipality.	10
Total		100

**37 |** Ba-Phalaborwa Municipality complies with the requirements of Protection of Personal Information Act 4 of 2013 and Promotion of Access to Information Act 2 of 2000.

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Employee's Signature:



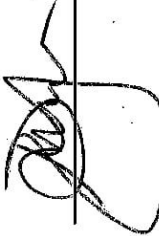
Date:

25/07/2025

Witness

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Acting Municipal Manager's Signature:



Date:

25/7/2025