

CITY OF TSHWANE
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PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE CITY OF TSHWANE
AS REPRESENTED BY THE CITY MANAGER**

MR JASON NGOBENI

AND

**MS. LINDIWE KWELE
DEPUTY CITY MANAGER: STRATEGY DEVELOPMENT
& IMPLEMENTATION**

FOR THE

**FINANCIAL YEAR: 1 SEPTEMBER 2011
- 30 JUNE 2012**

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The City of Tshwane (CoT) herein represented by Mr. Jason Ngobeni in his capacity as City Manager (hereinafter referred to as the **Employer** or Supervisor)

And

Ms. Lindiwe Kwele, employee of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

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

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 national and municipal key performance areas (KPA's), key performance indicators (KPI's) 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 specify and plan for competency gaps as set out in a personal development plan (PDP), which forms an annexure to the performance agreement (a PDP for addressing developmental gaps which have been identified during the previous financial year must form part of the annual revised performance agreement);
- 2.5 monitor and measure performance against set targeted outputs;

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- 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; and
- 2.8 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 1 February 2012 and will remain in force until 30 June 2012. 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.
- 3.2 The parties will review the provisions of this Agreement during June to July each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year not later than 31 July of each successive financial year for the next financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 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. The **Employee** will be fully consulted before any such change is made.
- 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 KEY PERFORMANCE AREAS (KPA's)

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 the KPA's, KPI's and targets that must be met by the **Employee**; and
 - 4.1.2 the time frames within which those KPA's, KPI's and targets must be met.
- 4.2 The KPA's, KPI's 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 KPA's, KPI's and targets, target dates and weightings.
 - 4.2.1 The KPA's describe the main tasks that need to be done.
 - 4.2.2 The KPI's provide the details of the evidence that must be provided to show that a KPA has been achieved.
 - 4.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 4.2.4 The weightings show the relative importance of the KPA's to each other.

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 KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, 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 KPA's 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 KPA's 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 outputs/outcomes (performance indicators) identified as per the 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**.
- 5.7 The CCR's will make up the other 20% of the **Employee's** assessment score. The CCRs of the Deputy City Manager are in Annexure A to this agreement.

CORE MANAGERIAL COMPETENCIES (CMC)	WEIGHT
Service Delivery Innovation	10
People Management and Empowerment (Compulsory)	3
Client Orientation and Customer focus (compulsory)	3
Financial Management (compulsory)	4
Total weight	20

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 **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 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 goals 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 and its indicator(s) will 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 will be used for each KPA and indicator (see paragraph 6.6).

6.5.2 Assessment of the CCR's

- (a) Each applicable CCR and its indicator(s) will be assessed according to the extent to which the performance indicators and standards have been met.
- (b) An indicative rating on the five-point scale will be provided for each CCR and indicator (see paragraph 6.6).
- (c) This rating will be multiplied by the weighting given to each CCR during the contracting process, to provide a score.

6.5.3 Overall rating

An overall rating will be calculated. 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 KPA's and CCRs:

Description		Rating
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.	5
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.	4
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.	3

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

- 6.7 Each KPI (outputs and CCR's) will be rated according to the abovementioned five-point scale. The score of each KPI is calculated as follows:

$$\text{Weight per indicator} \times \frac{\text{rate}}{3}$$

The sum of respectively all the output KPI scores and all the CC KPI scores is converted to 80% and 20%. The sum of these two scores is used for calculating performance bonuses (see paragraph 11.2)

- 6.8 For purposes of evaluating the annual performance of the Deputy City Manager, an evaluation panel constituted of the following persons must be established -

- 6.8.1 City Manager;
- 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 6.8.4 City Manager from another municipality.

7. SCHEDULE FOR PERFORMANCE COACHING

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

First quarter (July to September)	:	October 2011
Second quarter (October to December)	:	January 2012
Third quarter (January to March)	:	April 2012
Fourth quarter (April to June)	:	July 2012

- 7.2 The responsibility for rescheduling a canceled coaching session will be with the individual who requested the rescheduling.
- 7.3 The fourth quarter coaching is followed up by a review which may be conducted concurrently with the coaching session.
- 7.4 The Employer shall keep a record of the mid-year coaching and annual assessment meetings.
- 7.5 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

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- 7.6 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.
- 7.7 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 will be provided when required.

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 to assist 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**; and
- 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 between 5% and 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

Score	Performance Rating		Bonus Amount
5	Score Above 150%	Outstanding Performance	10%-14% of Total Package
4	Score of 130% - 149%	Significantly above Expectation	5% - 9% of Total Package
3	Score of 100% - 129%	Fully effective	0%
2	Below 100%	Not fully Effective and Unacceptable Performance	No Bonus but Remedial Action is required

- 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; and
- 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 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 -

12.1.1 In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

- 12.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by-

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

- 12.3 In the event that the mediation processes contemplated above fails, clause 22 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**.

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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.

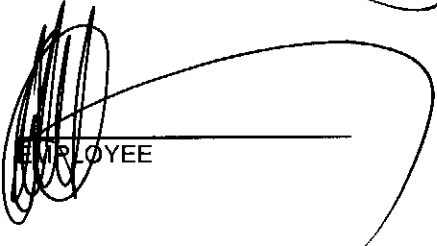
13.3 The performance assessment results must be submitted to the Mayoral Committee of the CoT within thirty (30) days after conclusion of the assessment.

Thus done and signed at Bhewani on this the 26th day of January 2012

AS WITNESSES:

1.  _____

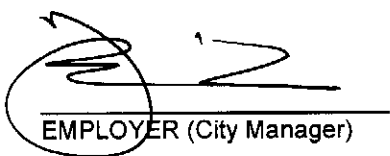
2. _____

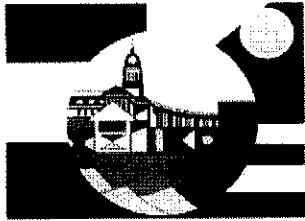

EMPLOYEE

AS WITNESSES:

1. _____

2. _____


EMPLOYER (City Manager)



CITY OF TSHWANE
We are the future

ANNEXURE A PERFORMANCE PLAN

FOR

**LINDIWE KWELE
DEPUTY CITY MANAGER: STRATEGY
DEVELOPMENT & IMPLEMENTATION**

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1. PURPOSE

The performance plan defines the Council's expectations of the Deputy City Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and SDBIP, as reviewed annually.

2. OBJECTIVES OF LOCAL GOVERNMENT

The following objectives of local government informed the IDP of the CoT and will inform the Deputy City Manager's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3. SCORECARD OF THE DEPUTY CITY MANAGER

- 3.1 The City of Tshwane approved 7 strategic objectives in the IDP of 2011-2016. The targets to achieve the objectives for the FY2011-16 were defined in the EM approved SDBIP of 2011-12. The Deputy City Manager is required to ensure that all targets, programmes and projects as committed on the IDP and SDBIP are delivered according to the commitments of the EM, Mayoral Committee and Council

A key principle is that owner departments must lead all the programmes allocated to them in the SDBIP, and ensure that contributor departments contribute, comply and report.

The scorecard of the Deputy City Manager is made up of the following:

- Core managerial competencies of the DCM (3.2 below)
- Core service delivery targets of the DCM (3.3 below)

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3.2 CORE MANAGERIAL COMPETENCIES OF THE DEPUTY CITY MANAGER

The core managerial competencies form 20% of the Deputy City Manager's total score. The core managerial competencies consist of the following:

CORE MANAGERIAL COMPETENCIES (CMC)	COT STRATEGIC OBJECTIVE	INTENTION OF STRATEGIC OBJECTIVE	DESCRIPTION OF WHAT IS REQUIRED BY THE	WEIGHT
Financial Management (Compulsory)	6 Ensure financial sustainability	<ul style="list-style-type: none"> Ensuring financial synergy (balance between where to invest, where to harvest, how to balance risk and how to ensure customers pay) Ensure financial liquidity (ability to be in a positive cash flow position, to be able to pay our short term financial obligations) Effective and efficient revenue, debtor and credit rating system. The system must ensure financial synergies that will ensure the optimum receipt of payment for services provided. Re-evaluation of the financial management system. An improved credit rating to; negotiate better terms with regards external funding and loans, increase the level of public private partnership interventions and funding from both Provincial and National Government. 	<p>Expenditure Management programme</p> <ul style="list-style-type: none"> The Deputy City Manager ensures spending takes place in terms of corporate targets by: <ul style="list-style-type: none"> Addressing reasons for non-performance of the departments. <p>Asset management programme</p> <ul style="list-style-type: none"> Puts in place measures to ensure that the corporate asset register complies with all AG requirements. 	2
Service Delivery Innovation	5 Promote Sound governance	<ul style="list-style-type: none"> Internal control system encompassing legislation, policies, procedures and people. Directing and control management activities with good systems and processes. Focus on the integration of systems and processes. Managing our processes to achieve economies of scale or value chain integration. Establishment of entities in line with Section 93(F) of the Local Government Municipal Systems Act 	<p>Corporate portfolio Management Programme</p> <ul style="list-style-type: none"> The Deputy City Manager addresses all non-compliant departments with regard to plans and reports (monthly) The Deputy City Manager puts in place measures to address all areas of poor performance to fast track delivery. (monthly) The Deputy City Manager ensures that all performance reports its legislation are submitted quarterly to council within legislated timelines 	2 2 2

CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC OBJECTIVE	INTENTION OF STRATEGIC OBJECTIVE	DESCRIPTION OF WHAT IS REQUIRED BY THE	WEIGHT
			<p>Audit programme</p> <ul style="list-style-type: none"> The Deputy City Manager monthly monitors and reports on all issues raised by the AG until 100% resolved. The Deputy City Manager ensures that all performance reports are integrated with financial reporting and audited monthly 	<p>2</p> <p>2</p>
Human resource management	7 Organisational development and transformation	<ul style="list-style-type: none"> Capacitate people on business processes to be effective leaders. Putting in place processes and steps to create entrepreneurship, ownership and instil a sense of pride in achieving the vision and mission of CoT. Effective decision-making through empowered leaders. Building continuity and sustainability of institutional arrangements. Leadership taking ownership of decision and results. Building a centre of excellence through research and development. 	<p>Optimised human capital programme</p> <ul style="list-style-type: none"> The Deputy City Manager ensures that SEDs attends at least 4 capacity development programmes per annum Puts in place measures and reports monthly on computer literacy of all staff. 	<p>2</p> <p>1</p>
Client Orientation and Customer Focus (Compulsory)	4. Foster participatory democracy and Batho Pele principles through a caring, accessible and accountable service	<ul style="list-style-type: none"> Having satisfied customers. Positive customer relationships. Implement Batho Pele to ensure an accessible and accountable service. 	<p>Customer relationship management programme</p> <ul style="list-style-type: none"> Provide responses to petitions within timelines and requirements communicated so that the CoT can achieve its target of responding to petitions within 90 days Provides community feedback on the CoT performance quarterly <p>Customer centricity programme</p> <ul style="list-style-type: none"> Ensures integrated customer care services. 	<p>2</p> <p>1</p>
SUB TOTAL				20

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3.3 DETAILED SCORECARD OF THE DEPUTY CITY MANAGER

The outcome targets on the City scorecard are achieved only if the outputs of the SDBIP are achieved. However, for purposes of measuring the performance of the Deputy City Manager against the entire SDBIP, the following KPAs totalling 80 points of the Deputy City Manager's scorecard will be used:

The detailed scorecard of the Deputy City Manager summarises the specific requirements of the Deputy City Manager and indicates in detail how the items above are measured and scored.

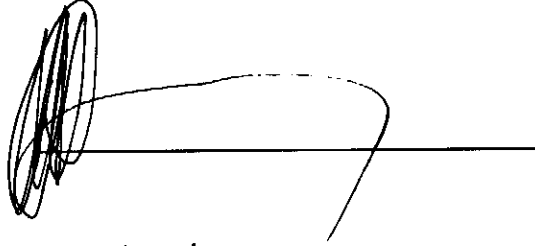
KPA	Performance Indicator	Weight	Cumulative Program Baseline (with effect from 01.07.2011)	Year end Target	5-Year Target (2011/2012)	Quarterly Roll Out of year-end target				Evidence Reference
						Q1	Q2	Q3	Q4	
To ensure the delivery of the core service delivery programmes of the SDBIP * Urban Design (Spatial Planning), * Facilitate economic growth, * * Sound governance practices To ensure performance of opex expenditure targets and revenue targets of the SDBIP Intention All opex expenditure targets and revenue targets are achieved	% of quarterly planned core service delivery targets reached for programmes on the approved Corporate 2011/12 SDBIP	20		100%	100%	100%	100%	100%	100%	* QPR * Quarterly audited performance report
	% of quarterly planned opex and revenue targets reached on the approved Corporate 2011/12 SDBIP	10		100%	100%	100%	100%	100%	100%	* QPR * Quarterly audited performance report

KPA	Performance Indicator	Weight	Cumulative Program Baseline (with effect from 01.07.2011)	Year end Target	5-Year Target (2011/2012)	Quarterly Roll Out of year-end target				Evidence Reference
						Q1	Q2	Q3	Q4	
To ensure budgeted performance of capital projects Intention All capex is spent as per milestones planned. There is no over-expenditure and under-expenditure is only due to proven efficiencies.	% of quarterly planned capital budget targets reached for programmes on the approved Corporate 2011/12 SDBIP	10		100%	100%	100%	100%	100%	100%	* QPR * Quarterly audited performance report
To ensure the performance of capital projects against set milestones Intention All capital projects are delivered according to their planned milestones.	% of quarterly planned capital projects milestones reached on the approved Corporate 2011/12 SDBIP	10		100%	100%	100%	100%	100%	100%	* QPR * Quarterly audited performance report
Additional external revenue sourced to fund under resourced projects/ programmes	% of under-resourced projects. programmes funded due to additional external revenue sourced	10		100%	100%	100%	100%	100%	100%	* MAYCO approved financial reports * Council Approved Adjusted budget
To ensure delivery of capital projects on a corporate level	% of quarterly planned targets reached on corporate level of all capital projects on the approved Corporate 2011/12 SDBIP	20		100%	100%	100%	100%	100%	100%	* QPR * Quarterly audited performance report
SUB-TOTAL FOR CORE DELIVERY PROGRAMMES		80								
SUB-TOTAL FOR CORE MANAGEMENT COMPETENCIES		20								
TOTAL		100								

4 ACCEPTANCE OF PLAN

**PERFORMANCE PLAN FOR Ms. Lindiwe Kwele: Deputy City Manager for the Period:
February 2012 to June 2012**

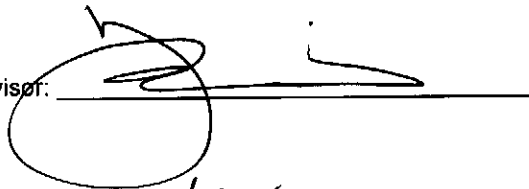
Signed and accepted by Ms. L. Kwele

A handwritten signature in black ink, consisting of a large, circular scribble on the left and a long, horizontal stroke extending to the right, crossing a horizontal line.

Date:

26/01/2012

Signed by the incumbent's immediate supervisor:

A handwritten signature in black ink, featuring a large, circular scribble on the left and a horizontal stroke extending to the right, crossing a horizontal line.

Date:

6/2/2012