

MOSSEL BAY MUNICIPALITY

Performance Agreement

MADE AND ENTERED INTO BY AND BETWEEN:

THE MOSSEL BAY MUNICIPALITY
AS REPRESENTED BY THE MUNICIPAL MANAGER
Dr MICHELE GRATZ
(herein and after referred to as Employer)

AND

MR CHARL ABRAHAM MÖLLER
DIRECTOR: TOWN PLANNING AND BUILDING CONTROL
(herein and after referred to as Employee)

FOR THE

FINANCIAL YEAR: 1 JULY 2009 - 30 JUNE 2010



Handwritten signatures of the parties involved in the agreement, including Michele Gratz and Charl Abraham Möller.

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 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

- 2.1 Comply with the provisions of Section 57(1)(b),(4A) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to assess whether the Employee has met the performance expectations applicable to his/her job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

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3. DELIVERY

- 3.1 This Agreement will commence on the 01 July 2009 and will remain in force until 30 June 2010 where after a new Performance Agreement 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 each year. The parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than the beginning of each successive 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 abovementioned period to determine the applicability of the matters agreed upon.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out –
 - 4.1.1 The performance objectives and targets that must be met by the Employee; and
 - 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the 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 key objectives; key performance indicators; target dates and weightings.
- 4.3 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. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM.

- 5.1 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.

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- 5.2 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.
- 5.3 The Employee's assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, 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 Area
1	Basic Service Delivery
2	Municipal Transformation and Organisational Development
3	Local Economic Development
4	Municipal Financial Viability and Management
5	Good Governance and Public Participation
TOTAL 80%	

- 5.4 The CCR's will make up the other 20% of the Employee's assessment score. CCR's that are deemed to be most critical for the Employee's specific job are reflected in the list below as agreed to between the Employer and Employee:

CCR No	Core Competency Requirement
1	Strategic Capability and Leadership
2	Financial Management (compulsory)
3	Change Management
4	Knowledge Management
5	Problem Solving and Analysis
6	Programme and Project Management
7	Service Delivery Innovation
8	People Management and Empowerment (compulsory)
9	Client Orientation and Customer Focus (compulsory)
10	Communication
TOTAL 20%	

6. PERFORMANCE MANAGEMENT SYSTEM

- 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 Integrated Development Plan (IDP).
- 6.5 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

Level	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that they 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.

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6.6 For purposes of evaluating the performance of the Employee, an evaluation panel constituted of the following persons will be established –

- 6.6.1 Municipal Manager (primary assessor);
- 6.6.2 Chairperson of Portfolio Committee:..... (secondary assessor);
- 6.6.3 Chairperson of Performance Audit Committee (observer and to report to Council on process followed);
- 6.6.4 Municipal Manager from another municipality optionally (observer); and
- 6.6.5 Member of the Ward Committee optionally (observer).

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates with the understanding 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 2009	Informal: October 2009
2	October – December 2009	Developmental Panel Evaluation: February 2010
3	January – March 2010	Informal: April 2010
3	April-June 2010	Reward Panel Evaluation: August 2010

- 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.

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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 the 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; 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 clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

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11. REWARD

- 11.1 After the annual evaluation exercise has been completed, the employee will be eligible to receive a performance bonus based on the points calculated based on the weightings allocated to each performance objective in "Annexure A" of this agreement.
- 11.2 The performance bonus will be awarded based on the following scheme:
Performance Rating Bonus Amount:
00% - 45% Poor performance 0% of Total package
46% - 55% Average Performance 5% of Total Package
56% - 65% Fair Performance 8% of Total Package
66% - 75% Good Performance 11% of Total Package
76% - 100% Excellent Performance 14% of Total Package

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 Where the employer is, at any time during the employee's employment, not satisfied with the manager's performance with respect to any matter dealt with in this Agreement, the employer will give notice the employee to attend a meeting.
- 12.2 The employee will have the opportunity at the meeting to satisfy the employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 12.3 Where there is a dispute or difference as to the performance of the employee under this Agreement, the parties will confer with a view to resolving the dispute or difference.
- 12.4 In the case of unacceptable performance, the employer shall –
 - 12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 12.4.2 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.

13. DISPUTE RESOLUTION

- 13.1 In the event that the employee is dissatisfied with any decision or action of the Council in terms of this Agreement, or where a dispute or difference arises as to the extent to which the employee has achieved the performance objectives and targets established in terms of this Agreement, the employee may within 3 working days meet with the

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employer with a view to resolving the issue. The employer will record the outcome of the meeting in writing.

- 13.2 If the parties could not resolve the issues within 10 working days, an independent arbiter, acceptable to both parties, should be appointed to resolve the matter within thirty days.
- 13.3 In the instance where the matters referred to in 13.2 were not successful, the matter should be referred to the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee or any other person appointed by the MEC.
- 13.4 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment shall apply.

14. GENERAL

- 14.1 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.
- 14.2 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.

Thus done and signed at MOSSEL BAY on this the 31st day of July 2009.

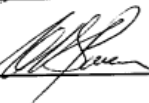
AS WITNESSES:

1. 
2. 


MUNICIPAL MANAGER

Thus done and signed at MOSSEL BAY on this the 31st day of July 2009.

AS WITNESSES:

1. 
2. 


DIRECTOR: TOWN PLANNING AND
BUILDING CONTROL

Annexure A

Performance Plan

Mr C Moller
Director: Town Planning and Development

KEY PERFORMANCE INDICATORS

The following Key Performance Indicators (KPI's) provide the details of the evidence that must be provided to show that a key objective has been obtained. The weightings show the relative importance of the key objectives to each other and should add up to 80.

National KPA	KPI Name	KPI Definition	Target Unit	Target Q1			Target Q2			Target Q3			Target Q4			Weighting
				Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	
BSD	Capital Project Performance	Delivery of capital projects as defined in the Departmental SDBIP	% of Projects completed													5
	Reporting	Address reporting requirements within the required timeframes														5
MFVM	SDBIP update + Reporting to council, NT, PT and IGNITE	Update of SDBIP on a monthly basis by the 10th of each month.	Monthly	100	100	100	100	100	100	100	100	100	100	100	100	100
GGPP	Submission of Annual Report information	Departmental Report submitted by 30 November	Nov 09					1								
	Responding to Audit Reports	Responding to reporting requirements as prescribed														5
MFVM	Updating of internal audit queries within 6 months (Management Tool) from date of reports	% of queries rectified within 6 months	% queries rectified / implemented	80	80	80	80	80	80	80	80	80	80	80	80	80
MFVM	Management Tool with regards to external audit queries	% of total queries rectified each month	% of target achieved			60	70	80								
MFVM	External Audit Report to be submitted as part of annual report	Report submitted by 31 December	100% reports submitted within timeframe								100					
	Departmental Management	Delivery of departmental management KPI's as defined in the Departmental SDBIP														5

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National KPA	KPI Name	KPI Definition	Target Unit	Target Q1			Target Q2			Target Q3			Target Q4			Weighting
				Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	
GGPP	Effective and compliant procurement practices	No of successful appeals against municipality on the awarding of tenders.	% of successful appeals	0	0	0	0	0	0	0	0	0	0	0	0	0
MTID	Average lapse time between date allocated on Collaborator document flow system and date addressed should not exceed 10 working days	% within 10 working days	% within required timeframe	95	95	95	95	95	95	95	95	95	95	95	95	95
GGPP	Liaison with Leadership	Participation in directors meeting	% Bi-weekly meetings	80	80	80	80	80	80	80	80	80	80	80	80	80
GGPP	Liaison with Leadership	Meetings with management team per month	% Bi-weekly meetings	80	80	80	80	80	80	80	80	80	80	80	80	80
GGPP	Implementation of Council resolutions	Items implemented within required timeframe	% delivered within required timeframe	100	100	100	100	100	100	100	100	100	100	100	100	100
MTID	Implementation of assignments from municipal manager	All assignment implemented within required timeframes	% of assignments addressed	100	100	100	100	100	100	100	100	100	100	100	100	100
MTID	Skills Development	# of targeted individuals trained as per workplace skills plan	# trained					2								2
MTID	Compliance to safety regulations	Implementation and management of safety measures														5
MTID	Compliance to safety regulations	Monitor and address safety issues	% monthly monitoring and addressed		60	70	70	70	70	90	90	90	90	90	90	90
MTID	Compliance to safety regulations	Plan and budget for safety related shortcomings	Plan for adjustment estimate					1								
GGPP	Review of by-laws and policies	# of policies and by-laws reviewed and updated	1 per quarter			1		1						1		5
	Safeguarding of assets	Assets recorded and safeguarded														5

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National KPA	KPI Name	KPI Definition	Target Unit	Target Q1			Target Q2			Target Q3			Target Q4			Weighting	
				Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10		
MTID	Maintenance of municipal buildings	Recorded in Insurance Portfolio and submit to Insurers	% completed			100											
MFVM	Survey of all fixed and loose assets for impairment (idle/obsolete/broken and useful life)	Annual impairment completed	1 Complete impairment report	1													
MFVM	Updating of Insurance Portfolio with all new capitalised, written-off and redundant assets	Recorded in Insurance Portfolio and submit to Insurers	% of changes updated on portfolio	100	100	100	100	100	100	100	100	100	100	100	100	100	100
MFVM	Updating of annual renewal of Insurance Portfolio	Completion of Portfolio by September and March	2 Complete Portfolio	1													1
	Building Control	Effective Building Control Unit															5
MTID	Effective building control service delivery	Delegations and powers for building control officers & processes duly followed	% compliance		100	100	100	100	100	100	100	100	100	100	100	100	100
BSD	Effective building control service delivery	Site inspections and action taken within 5 working days after identification / reporting of irregularities by staff	% compliance		100	100	100	100	100	100	100	100	100	100	100	100	100
MTID	Effective building control service delivery	Reviews / spot checks by HOD and register of reviews undertaken updated	% compliance		100	100	100	100	100	100	100	100	100	100	100	100	100
MTID	Effective building control service delivery	Info required for all legal actions delivered within 10 working days after request	% compliance		100	100	100	100	100	100	100	100	100	100	100	100	100
	Building Plans	Effective Administration of Building Plans															5
BSD	Effective building control service delivery	Ensure that all building plans approved are disabled friendly and comply with NBR	% compliance		100	100	100	100	100	100	100	100	100	100	100	100	100

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National KPA	KPI Name	KPI Definition	Target Unit	Target Q1			Target Q2			Target Q3			Target Q4			Weighting
				Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	
BSD	Approval of building plans	90% of building plans approved/processed within 30 days	% completed	90	90	90	90	90	90	90	90	90	90	90	90	
BSD	Building plans scanned and processed	100% of building plans scanned and processed within 5 days	% completed	100	100	100	100	100	100	100	100	100	100	100	100	
BSD	Average number of building inspections per day	Average number of building inspections per day = 6	% of target achieved	100	100	100	100	100	100	100	100	100	100	100	100	5
	Town Planning	Effective town planning														5
BSD	Building line relaxation approvals	90% of building line relaxations approved within 30 days in terms of delegated authority	% completed	90	90	90	90	90	90	90	90	90	90	90	90	
BSD	Zoning certificates issued	95% of zoning certificates issued within 5 working days	% completed	100	100	100	100	100	100	100	100	100	100	100	100	
BSD	Land use applications processed	90% of land use applications processed within 120 days	% completed	90	90	90	90	90	90	90	90	90	90	90	90	
	Town Planning	Strategic Town Planning														
LED	Spatial Development Plan	Strategic Plan for growth and development of the overall municipal area	% completed							100						5
LED	Spatial Development Plan	Submission of three precinct plans	% completed				1				1				1	5
LED	Promotion, upgrading and development of municipal public areas	Development of strategy to promote, develop and upgrade the caravan parks, public open spaces and The Point	% completed												100	5
	Municipal Buildings	Management of municipal buildings														5
MTID	Maintenance of municipal buildings	Develop and implement maintenance plan for	% completed											100		

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National KPA	KPI Name	KPI Definition	Target Unit	Target Q1			Target Q2			Target Q3			Target Q4			Weighting
				Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	
		municipal buildings														
MTID	Extension of municipal office space	Feasibility study on long term office space requirements and present various options	% completed		100											
MTID	Extension of municipal office space	Finalise tender specifications of overall project approved which should include accessibility for the disabled	% completed					100								
MTID	Extension of municipal office space	Project Management of approved project	% completed							10	20	30	40	45	50	

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CORE COMPETENCY FRAMEWORK

Core Managerial Skill	Select prof. level (refer Annexure C)	Definition	Weighting	Comments
Strategic Leadership and Management	A	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	2	
Programme and project management	A	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	1	
Financial Management	B	Skills required to manage projects and/or department work within the constraints of a budget. This includes being able to plan a budget at the beginning of the financial year, controlling costs throughout the year by allocating resources appropriately and understanding and anticipating the impact of other departments on own budget and adopting where necessary.	2	
Change Management	B	Skills to initiate and support municipal transformation and change in order to implement new initiatives successfully and deliver on service delivery commitments.	1	
Knowledge management	C	This includes the working knowledge of Council regulations, by-laws and policies, National, Provincial and Local Government structures and applicable legislation.	1	
Planning and organising	A	Skills required to plan and organise an activity so that a specific goal is achieved. This requires setting priorities and allocating time and resources. It involves being aware of the interrelationships among activities in a project and then planning tasks and resource allocation accordingly. It requires being able to work effectively under short deadlines.	2	
Problem solving and analytical thinking	C	Be able to systematically identify, analyse and resolve existing and anticipated problems in order to reach optimum solutions in a timely manner	1	
People and diversity management	C	Skills to manage and encourage people, optimise their outputs and effectively manage relationships. This includes holding regular meetings with his/ her team so that information can be shared and so that the team is aware of decisions that may affect them. It also involves distributing workloads so 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 the municipality	2	




Core Managerial Skill	Select prof. level (refer Annexure C)	Definition	Weighting	Comments
Client orientation and customer focus	A	Whether providing a service to an internal or external customer this means trying to determine the needs of the customer and then meeting those 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 argument. Ideally managers are required to be proactive by trying to understand needs of the customer and providing an appropriate service based on these underlying needs	2	
Service delivery innovation	A	This is about wanting 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 rather are encouraged to use their initiative to make sure that things get done accurately and efficiently.	2	
Communication	C	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.	1	
Accountability and ethical conduct	C	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		
Advanced negotiation skills	C	Skills required negotiating favourable deals for the municipality by preparing for negotiations which require a risk analysis to be conducted since the outcome is not necessarily predictable. This includes applying skills and techniques of negotiating that show an understanding of the other parties needs and agenda.	1	
Supply chain management		Understanding of the policy approved by Council, appointment and management of services providers within the approved framework		
Computer literacy		Skills required to use office based equipment in order to do one's job. This include word processing, developing and working with spreadsheets and creating reports		
Report writing	B	Skills required to write complex reports by collecting and presenting relevant information and tailoring the report to the requirements of the targeted audience	1	
Statistical Data	C	The collection and management of data on a monthly basis as required by legislation, provincial and national departments and to measure the performance of the municipality	1	

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