



PERFORMANCE AGREEMENT

For Section 56 Employees

MADE AND ENTERED INTO BY AND BETWEEN:

SEDIBENG DISTRICT MUNICIPALITY

STANLEY KHANYILE

(MUNICIPAL MANAGER)

AND

ZWELIBANZI MAJOLA

(EXECUTIVE DIRECTOR: STRATEGIC PLANNING AND ECONOMIC
DEVELOPMENT)

FOR THE PERIOD: 01 JULY 2019 TO 30 JUNE 2020

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Sedibeng District Municipality herein represented by Stanley Khanyile in his capacity as Municipal Manager (hereinafter referred to as the **Employer**)

and

Zwelibanzi Majola 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), 57(4A), 57(4B) and 57(5) of the Act as well as the employment contract entered into between the parties;
- 2.2 Specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 Specify 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; In the event of outstanding performance, to appropriately reward the employee; and

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2.6 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

- a) This Agreement will commence on the 01 July 2019 and will remain in force until 30 June 2020 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.
- b) The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- c) This Agreement will terminate on the termination of the **Employee's** contract of employment.
- d) 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.
- e) If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out-

- 4.1.1 The performance objectives and targets that must be met by the **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 the Performance Plan (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.

- 4.2.1 The key objectives describe the main tasks that need to be done.
- 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective 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 key objectives to each other.
- 4.2.5 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**.

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- 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 (2) components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The **Employee** must be assessed against all three components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCR) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 Main areas of work will account for 60%, Risk Management will account for 10%, Implementation of Audit Recommendations and / or Management Audit Action Plans will account for 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 attached Performance Plan (**Annexure A**). and the weightings agreed to between the **Employer** and **Employee**:
- 5.7 In the case of managers directly accountable to the Municipal Manager, the weighting of key performance areas related to the functional area of the relevant manager must be 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**.
- 5.9 Performance Weighting:

KEY PERFORMANCE AREAS WEIGHTING		ABSOLUTE WEIGHTING	WEIGHTED AVERAGE
Basic Service Delivery		20%	80%
Municipal Transformation and Institutional Development		10%	
Good Governance and Public Participation		30%	
Municipal Financial Viability and Management		20%	
Local Economic Development		20%	
TOTAL		100%	
CORE COMPETENCY REQUIREMENTS WEIGHTING			
		Split per CCR	20%
Financial Management	✓	20%	20%
Strategic Capability and Leadership	✓	20%	
People Management and Empowerment	✓	20%	

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Client Orientation and Customer Focus	√	10%	
Service Delivery Innovations	√	20%	
Communications	√	10%	
TOTAL		100%	
OVERALL WEIGHTINGS			100%

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 discussions should be documented in a Personal Development Plan as well as the actions agreed to and implementation should take place within the set timeframes.

6.4 The Employee's performance will be measured in terms of contributions to the goals, strategies and performance indicators 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 (SDBIP):

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA as described in 6.10 below.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score

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.

6.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator 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: as included in the Performance Plan (Annexure A)

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6.7 For purposes of evaluating the annual performance of managers directly accountable to the municipal manager, an evaluation panel constituted of the following persons must be established -

6.7.1 Municipal Manager

6.7.2 Chairperson of the Audit Committee or the Deputy Chairperson if the Chairperson is absent

6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;

6.7.4 Municipal Manager from another municipality

Manager responsible for Human Resources of the municipality must provide secretariat services to the evaluation panel

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 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 2019	October 2019 (Informal)
2	October – December 2019	February 2020
3	January to March 2020	April 2020 (Informal)
4	April – June 2020	November 2020

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 in the Performance Plan (Annexure A)

9. OBLIGATIONS OF THE EMPLOYER

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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 to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agree 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 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 from 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee (subject to budget availability) in recognition of outstanding performance to calculated as follows:

11.3

Score	Performance Rating		Bonus %
5	Score above 90%	Outstanding Performance	10% - 14% of total package
4	Score from 80% and 90%	Significantly above expectation	5%-9% of total package
3	Score from 70% - 80%	Fully Effective	0%
2	Score below 70%	Ineffective and Unacceptable Performance	0% bonus and remedial action required

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- 11.4 In the case of unacceptable performance, the Employer shall –:
- 11.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 11.4.2 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.

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 any other matter provided for, shall be mediated by –
- 12.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 12.1.2 Any other person appointed by the MEC.
 - 12.1.3 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) of the Municipal Performance Regulations, 2006, 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 In the event that the mediation process contemplated above fails, clause 20.3 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.
- 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 and to the Mayoral Committee of Sedibeng District Municipality within thirty (30) days after the conclusion of the assessment.

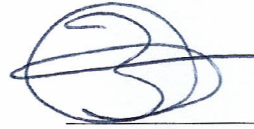
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This done and signed at VEREENIGING on the 30th day of JUNE 2019

AS WITNESSES:

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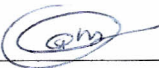
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**EXECUTIVE DIRECTOR
Z. MAJOLA**

AS WITNESSES:

1. 

2. 



**MUNICIPAL MANAGER
S. KHANYILE**

ANNEXURE A



PERFORMANCE PLAN

EXECUTIVE DIRECTOR: STRATEGIC PLANNING AND ECONOMIC DEVELOPMENT

2019/20 FINANCIAL YEAR

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1. PURPOSE

The Performance Plan defines the council's expectation of the Executive Director: Strategic Planning and Economic Development's performance agreement to which this document is attached and of the Municipal Systems Act (MSA) which provides that the performance objectives and targets must be based on the Integrated Development Plan of the municipality.

2. KEY RESPONSIBILITIES OF THE EXECUTIVE DIRECTOR: STRATEGIC PLANNING AND ECONOMIC DEVELOPMENT

- a) Providing strategic leadership in the Strategic Planning and Economic Development Cluster.
- b) Ensure coherent strategic planning through Spatial Development Framework (SDF)
- c) Coordinate the development of Growth and Development Strategy.
- d) Responsible for the development of Integrated Development Plan.
- e) Ensure Effective implementation of Spatial Planning And Land Use Management Act (SPLUMA) in the Region
- f) Establishing and maintaining a system for monitoring the successful implementation of local economic development
- g) Co-ordinate the process of lobbying funds for the strategic projects of the municipality.
- h) Co-ordinate the Implementation of the Southern Corridor Regional Implementation Plan
- i) Create work opportunities in public social programmes
- j) Coordinate support of Local SMMEs and Co-operatives
- k) Promote Regional Tourism
- l) Provide a central market distribution system for the region and maximize municipal revenue through effective monitoring of the Fresh Produce Market

Furthermore, each Executive Director is further expected to monitor the implementation of the IDP projects as outlined in Chapter 4 of the Sedibeng District Municipality Integrated Development Plan 2019/20.

3. THE SCORECARD OF THE EXECUTIVE DIRECTOR: STRATEGIC PLANNING AND ECONOMIC DEVELOPMENT

The scorecard is made up of the following:

Scorecard item	Weighting
i) The Service Delivery and Budget Implementation Plan (SDBIP) of the cluster	60%
ii) Implementation of Audit Recommendations and/ or Management audit action plans for both internal audit and External Audit (relevant to the cluster)	10%
iii) Risk Management of the cluster	10%
iv) Core Managerial Competencies	20%
TOTAL	100%

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SEDIBENG DISTRICT MUNICIPALITY														
STRATEGIC PLANNING AND ECONOMIC DEVELOPMENT - CUSTODIAN: EXECUTIVE DIRECTOR SPED														
REINVENTING THE ECONOMY AND REINTEGRATING THE REGION														
SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP) FOR THE YEAR ENDING 30 JUNE 2020														
Priority Area	IDP Strategy	IDP Objective	Objective No:	Key Performance Indicator (KPI)	KPI No:	Baseline	Budget Amount	Funding Source	Annual Target	Quarter One (1)	Quarter Two (2)	Quarter Three (3)	Quarter Four (4)	POE Required
KPA 2: LOCAL ECONOMIC DEVELOPMENT														
INTEGRATED DEVELOPMENT PLAN (IDP)														
GDS III	Consolidate, Review and monitor Growth and Development Strategy (GDS)	To co-ordinate the implementation of Regional Growth and development strategy	E1	Number of Reports on Growth and Development Strategy	E1.1	2017/2018 Progress report on GDS III	R 2 379 105	OPEX	Produce four (4) reports on Growth and Development Strategy	Produce one (1) report on Growth and Development Strategy	Produce one (1) report on Growth and Development Strategy	Produce one (1) report on Growth and Development Strategy	Produce one (1) report on Growth and Development Strategy	4 Report on GDS
IDP	Coordinate developmentally-oriented municipal planning	To determine and plan for the developmental needs of the people of Sedibeng District	E2	Number of Integrated Development Plans developed	E2.1	2017/2018 IDP			Develop one (1) approved IDP	Develop one (1) IDP Process Plan and submit to council for approval	-	Submit Draft 2018/19 IDP to council for approval	Submit Draft 2018/19 IDP to council for approval	1. Approved IDP Process Plan and council 2. Council Resolution for submission of
DEVELOPMENT PLANNING AND HUMAN SETTLEMENTS														
Development of Spatial Development Framework	Review of sector development plan and strategies	To ensure coherent strategic planning through Spatial Development Framework (SDF)	E3	Number of sector Development Plans reviewed	E3.1	1 Spatial Development Framework adopted in 2015 2017/18 SDF	R 1 002 603	OPEX	Review one SDF and submit to council for approval	-	-	Review SDF to align with the SDM IDP for alignment	-	Approved SDF and council resolution
Housing and Urban Renewal programme	Promote Urban Renewal and modernize urban development	To redress the spatial distortions of the Region	E4	Number reports on Housing and urban renewal programmes coordinated	E4.1	Housing and urban renewal programmes coordinated in the previous financial year			Co-ordinate and produce four (4) reports on housing and urban renewal programmes	Co-ordinate and produce one (1) report on housing and urban renewal programmes	Co-ordinate and produce one (1) report on housing and urban renewal programmes	Co-ordinate and produce one (1) report on housing and urban renewal programmes	Co-ordinate and produce one (1) report on housing and urban renewal programmes	Reports on monitoring of housing and urban renewal programmes
Regional Southern Corridor Projects reporting.	Co-ordinate the development of the Regional Southern Corridor	Promote Regional Economic Development	E5	Number of reports on the implementation plans of Regional Southern Corridor Projects	E5.1	Southern Corridor Regional Implementation Plan.			Coordinate and produce four (4) reports on (RSC Projects	Coordinate and produce one (1) reports on (RSC Projects	Coordinate and produce one (1) reports on (RSC Projects	Coordinate and produce one (1) reports on (RSC Projects	Coordinate and produce one (1) reports on (RSC Projects	Reports on implementation of Southern Corridor Regional Implementation plan
SPLUMA Implementation	To assist the Region to address past spatial imbalances and land-use	To provide inclusive developmental, equitable and efficient spatial planning of the	E6	Number of reports on implementation of SPLUMA in the Region	E6.1	SPLUMA			Coordinate the Implementation of SPLUMA in the region and report quarterly	Coordinate the Implementation of SPLUMA in the region and report	Coordinate the Implementation of SPLUMA in the region and report	Coordinate the Implementation of SPLUMA in the region and report	Coordinate the Implementation of SPLUMA in the region and report	Reports on implementation of SPLUMA
LOCAL ECONOMIC DEVELOPMENT														
EPWP	Creating work opportunities in public social programmes	To create decent work & sustainable livelihoods.	E8	Number Expanded Public Works Program (EPWP) beneficiaries employed	E8.1	92 EPWP beneficiaries employed in the previous financial year	R 1 173 000	OPEX/EPWP Grant	Employ 80 EPWP beneficiaries	-	Employ 80 EPWP beneficiaries	-	-	EPWP Report
SMME and Cooperatives Development	Coordinate support to local to SMMEs and Cooperatives			Number of SMMEs and Cooperatives capacitated	E8.2	50 Cooperatives and SMMEs trained in the previous financial year			Coordinate support to Capacitate fourty (40) SMMEs and Co-ops	Coordinate support to Capacitate ten (10) SMMEs and Co-ops	Coordinate support to Capacitate ten (10) SMMEs and Co-ops	Coordinate support to Capacitate ten (10) SMMEs and Co-ops	Coordinate support to Capacitate ten (10) SMMEs and Co-ops	SMME and Cooperatives Development Reports
TOURISM														
Tourism Demand	Participation in Provincial marketing initiatives	To create Tourism demand in the region	E9	Number of reports on marketing and Tourism initiatives participated	E9.1	Participated in Four Tourism Initiatives in the previous financial year	R 3 276 664	OPEX	Identify and participate in one (1) Marketing and Tourism initiative and produce one report	-	-	Identify and participate in one (1) Marketing and Tourism initiative and produce one report	-	Tourism Reports
Tourism Supply	Development of product and skills in the tourism industry	To promote and Develop Tourism	E10	Number of reports on development and tourism awareness	E10.1	Four Awareness programmes in the previous FY			Facilitate four (4) skills development and tourism awareness programmes and	Facilitate one (1) skills development and tourism awareness	Facilitate one (1) skills development and tourism awareness	Facilitate one (1) skills development and tourism awareness programme and	Facilitate one (1) skills development and tourism awareness	Tourism Awareness Reports
FRESH PRODUCE MARKET														
Fresh Produce Market	To provide a central market distribution system for the region and	To determine and plan for the developmental needs of the people of Sedibeng	E11	Number of Fresh Produce Markets reports submitted to council	E11.1	Four (4) Fresh Produce Market Reports in the previous FY	R 12 090 62	OPEX	Produce four (4) Fresh Produce Market Reports a	Produce one (1) Fresh Produce Market Reports	Produce one (1) Fresh Produce Market Reports	Produce one (1) Fresh Produce Market Reports	Produce one (1) Fresh Produce Market Reports	Four Fresh Produce Market reports

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4. PERSONAL DEVELOPMENT PLAN (PDP)

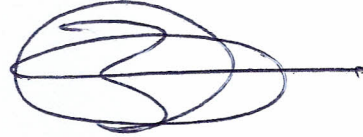
Skills Performance Gap (in order of priority)	Type of development expected (Short Course/ Workshop / Training /Conference etc.)	Expected Timeframe	Work opportunity / performance area to practise the skill	Further detail (Resource requirements, additional notes)

5. CORE COMPETENCY REQUIREMENTS WEIGHTING

5. CORE COMPETENCY REQUIREMENTS WEIGHTING		
		Split per CCR
Financial Management	√	20%
Strategic Capability and Leadership	√	20%
People Management and Empowerment	√	20%
Client Orientation and Customer Focus	√	10%
Service Delivery Innovations	√	20%
Communications	√	10%
TOTAL		100%
OVERALL WEIGHTINGS		

6. ACCEPTANCE OF THE PLAN

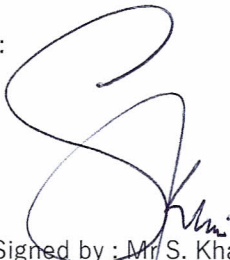
This Performance Plan is hereby accepted by;



Mr Zwelibanzi Majola
Executive Director:
Strategic Planning and Economic Development

Date:

30 JUNE 2019



and Signed by : Mr S. Khanyile
Municipal Manager

Date:

30 JUNE 2019