# Sedibeng District Municipality PERFORMANCE AGREEMENT

# PERFORMANCE AGREEMENT

## For Section 57 Employees

## MADE AND ENTERED INTO BY AND BETWEEN:

## THE SEDIBENG DISTRICT MUNICIPALITY,

## MOTSUMI MATHE

## AND

## Lungile Patience Thwala

**EXECUTIVE DIRECTOR: TRANSPORT, INFRANSTRUCTURE AND ENVIRONMENT**

## THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

## FINANCIAL YEAR:

## 01 November 2024 to 30 June 2025

**PERFORMANCE AGREEMENT**
**ENTERED INTO BY AND BETWEEN:**

The Sedibeng District Municipality herein represented by **Motsumi F Mathe** in his capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

and

**Lungile Patience Thwala**
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 56(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 56(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 56(4A), 56(4B) and 56(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 56(1)(b),(4A),(4B) and (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;

2.6 In the event of outstanding performance, to appropriately reward the employee; and

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 the 01 January 2025 and will remain in force until 30 June 2025 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 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.

3.3 This Agreement will terminate on the termination of the **Employee**'s contract of employment.

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 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.

4.2.1 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

4.3 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 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 three components, which shall be contained in the Performance Agreement.

5.5.1 The **Employee** must be assessed against all three components, with a weighting of 40:40:20 (in the case of the Municipal Manager) and 40:40:20 (in the case of Executive Directors reporting directly to Municipal Manager) allocated to the Growth and Development Strategy (GDS and 5-year IDP), the

SDBIP and the Core Competency Requirements (CCRs) respectively.

5.5.2 Main areas of work will account for 80% and CCRs will account for 20% of the final assessment

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

5.6 The **Employee**'s assessment will be based on his / her performance in terms of the outputs identified as per attached Performance Plan (**Annexure B**). 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 Executive Director.

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.**

| CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR) | | |
|---|---|---|
| **Core Managerial and Occupational Competencies** | **(Indicate choice)** | **Weight** |
| ***Core Managerial Competencies:*** | | |
| Strategic Capability and Leadership | | |
| Programme and Project Management | | |
| Financial Management | | |
| Change Management | | |
| Knowledge Management | | |
| Service Delivery Innovation | | |
| Problem Solving and Analysis | | |
| People Management and Empowerment | | |
| Client Orientation and Customer Focus | | |
| Communication | | |
| Honesty and Integrity | | |
| ***Core Occupational Competencies:*** | | |
| Competence in Self-Management | | |
| Interpretation of and implementation within the legislative and national policy frameworks | | |
| Knowledge of developmental local government | | |
| Knowledge of Performance Management and Reporting | | |
| Knowledge of global and South African specific political, social and economic contexts | | |
| Competence in policy conceptualization, analysis, and | | |

| | | |
|---|---|---|
| implementation | | |
| Knowledge of more than one functional municipal field / discipline | | |
| Skills in Mediation | | |
| Skills in Governance | | |
| Competence as required by other national line sector departments | | |
| Exceptional and dynamic creativity to improve the functioning of the municipality | | |
| **Total percentage** | | |

## 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 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.

(c) The applicable assessment rating calculator 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.

(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) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR 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 under Annexure C

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

6.7.1 Municipal Manager;
6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
6.7.4 Municipal manager from another municipality.

6.9 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 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:

Third quarter: January – March 2025

Fourth quarter: April – June 2025

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.

## 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 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 execution 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 The payments of Bonuses are based on the affordability of the Council.

11.3 A performance bonus of from 5% to 14% of the all-inclusive annual remuneration package maybe paid to the **Employee** in recognition of outstanding performance to be calculated as follows:

| | | |
|---|---|---|

| TABLE FOR BONUS CALCULATIONS | | |
|---|---|---|
| SCORES | PERCENTAGE BONUS | INCREMENTS |
| 67 | 5.00 | |
| 68 | 5.27 | 0.27273 |
| 69 | 5.55 | 0.27273 |
| 70 | 5.82 | 0.27273 |
| 71 | 6.09 | 0.27273 |
| 72 | 6.36 | 0.27273 |
| 73 | 6.64 | 0.27273 |
| 74 | 6.91 | 0.27273 |
| 75 | 7.18 | 0.27273 |
| 76 | 7.45 | 0.27273 |
| 77 | 7.73 | 0.27273 |
| 78 | 8.00 | 0.27273 |
| 79 | 8.27 | 0.27273 |
| 80 | 8.55 | 0.27273 |
| 81 | 8.82 | 0.27273 |
| 82 | 9.09 | 0.27273 |
| 83 | 9.36 | 0.27273 |
| 84 | 9.64 | 0.27273 |
| 85 | 9.91 | 0.27273 |
| 86 | 10.18 | 0.27273 |
| 87 | 10.45 | 0.27273 |
| 88 | 10.73 | 0.27273 |
| 89 | 11.00 | 0.27273 |
| 90 | 11.27 | 0.27273 |
| 91 | 11.55 | 0.27273 |
| 92 | 11.82 | 0.27273 |
| 93 | 12.09 | 0.27273 |
| 94 | 12.36 | 0.27273 |
| 95 | 12.64 | 0.27273 |
| 96 | 12.91 | 0.27273 |
| 97 | 13.18 | 0.27273 |
| 98 | 13.45 | 0.27273 |
| 99 | 13.73 | 0.27273 |
| 100 | 14 | 0.27273 |

11.3 The table below illustrate the eligibility of a performance bonus based on the overall Performance score of the Employee:

| Level | Score (%) | Bonus |
|---|---|---|
| 1 | 0-24.4 | 0 |
| 2 | 25-49.4 | 0 |
| 3 | 50-66.4 | 0 |
| 4 | 67-82.4 | 5-9.09 |
| 5 | 83-100 | 9.36-14 |

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 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, 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.

**AS WITNESSES:**

1. _____

2. _____

_____
**EXECUTIVE DIRECTOR**

26/05/2025
**DATE**

**AS WITNESSES:**

1. _____

2. _____

_____
**MUNICIPAL MANAGER**

02/06/2025
**DATE**


# REVISED-SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN

## 2024/25 FINANCIAL YEAR

## SEDIBENG DISTRICT MUNICIPALITY

## 1. INTRODUCTION

The Service Delivery and Budget Implementation Plan (SDBIP) is a management, implementation and monitoring tool that assists the Executive Mayor, Councilors, Municipal Manager, senior managers and community. It ensures that appropriate information is circulated internally and externally for purposes of monitoring the execution of the budget, performance of senior management and achievement of the strategic objectives set by council.

It also enables the Municipal Manager to monitor the performance of senior managers, the Executive Mayor to monitor the performance of the Municipal Manager, and for the community to monitor the performance of the municipality.

## 2. LEGISLATIVE BACKGROUND

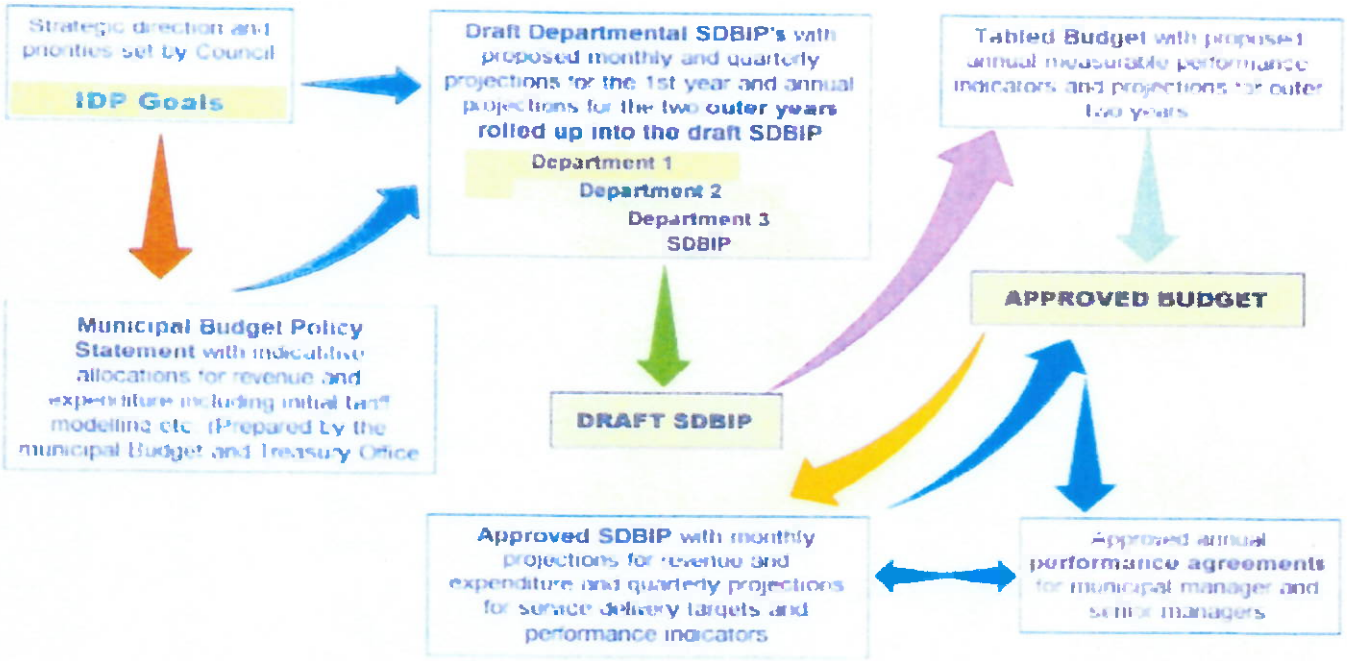
Revised SDBIP is prepared in terms of Section *54(1) (c) (ii) of the Municipal Finance Management Act (MFMA) and National Treasury Circular No.13 and the Budgeting and the Reporting Regulations*

The process of implementing and monitoring of the SDBIP legislated and is done and reported as defined in the table below:

| ***FREQUENCY AND NATURE OF REPORT*** | ***MANDATE*** | ***RECIPIENTS*** |
|---|---|---|
| ***Monthly reporting on actual revenue targets and spending against budget no later than 10 working days after the end of each month*** | *Section 71 of the MFMA* | 1. *National Treasury* |
| ***Quarterly progress report*** | *Section 41 (1) (e) of the Systems Act,*<br>*Section 166 (2) (a) (v) and (vii) of the Municipal Management Finance Act (MFMA) and Regulation 7 of Municipal Planning and Performance Management Regulations.* | 1. *Municipal Manager /MANCO*<br>2. *Section 80 Committee*<br>3. *Audit Committee*<br>4. *Mayoral Committee*<br>5. *National Treasury* |
| ***Mid-year performance assessment*** | *Section 72 of the MFMA.*<br>*Section 13 (2) (a) of Municipal Planning and Performance Management Regulations 2001.* | 1. *Municipal Manager / MANCO*<br>2. *Mayoral Committee*<br>3. *Audit Committee*<br>4. *Council*<br>5. *Provincial Government*<br>6. *National Treasury* |
| ***Annual report (to be tabled before Council by 31 January (draft and approved / published by 31 March each year)*** | *Sections 121 and 127 of the MFMA, as read with Section 46 of the Systems Act and Section 6 of the Systems Amendment Act.* | 1. *Municipal Manager / MANCO*<br>2. *Audit Committee*<br>3. *Mayoral Committee*<br>4. *Council*<br>5. *Auditor-General*<br>6. *Provincial Government*<br>7. *National Treasury*<br>8. *Local Community* |

## 3. THE PROCESS OF DEVELOPING THE SDBIP

**The diagram below illustrates the process in line with the MFMA and National Treasury Circular No.13:**




## 4. FACTORS CONSIDERED FOR THE COMPILATION OF THE TOP-LAYER SDBIP

The SDBIP emanates from the 5 years IDP (as annually reviewed) which is a key planning documents that sets out the mission, vision, and strategic objectives of Sedibeng District Municipality as well as service delivery indicators that are realistic and attainable.

The Top-Layer SDBIP was then drafted through a one-on-one session with each cluster. Upon conclusion of this document, all the Executive Directors were given the final draft and offered to make input and comment to ensure that they take ownership of the content of their cluster plans.

The SDBIP was developed in an alignment with the following:

- Growth Development Strategy of the Region
- The IDP Objectives and strategies
- The National KPA's and COGTA KPI's
- 2024/25 Approved Sedibeng District Municipality Budget

| SEDIBENG DISTRICT MUNICIPALITY | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REVISED-SEDIBENG SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN 2024-25 | | | | | | | | | | | | | | |
| TRANSPORT, INFRASTRUCTURE AND ENVIROMENT – CUSTODIAN: EXECUTIVE DIRECTOR | | | | | | | | | | | | | | |
| **IDP Strategy** | **Priority Area** | **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)** | **POEs required** |
| **KPA 4: BASIC SERVICES AND INFRASTRUCTURE** | | | | | | | | | | | | | | |
| **Creating work opportunities through Public Social Programmes** | **Expanded Public Works Programme (EPWP)** | To create decent work and sustainable livelihoods, education, health, rural development, food security and land reform | G1 | Number of temporary job opportunities created through EPWP and submit a report together signed contracts of the beneficiaries | G1.1 | EPWP 92 beneficiaries employed in the previous financial year 2024/25 | Opex | DPW | 55 | N/A | N/A | 55 Job opportunities created through EPWP | N/A | Report on job opportunities created, signed contracts of beneficiaries and attendance registers |
| **Plan and develop accessible, safe and affordable public transport systems and facilities.** | **Integrated Transport Plan (ITP)** | To promote effective Integrated Service and Public transport operations | G2 | Number of engagements held with Public Transport stakeholders, that is, , Mini bus transport, Meter taxi, Learner Transport and Bus transport and reports submitted by 30 June 2025 | G2.1 | Four Public Transport stakeholder engagements held in2024/25 financial year | Opex | Own Municipality funds | Four quarterly ITP stakeholder engagement reports by 30 June 2025 | Convene One (1) stakeholders' engagement with PTI | Convene One (1) stakeholders' engagement with PTI | Convene One (1) stakeholders' engagement with PTI | Convene One (1) stakeholders' engagement with PTI | Quarterly Reports, Attendance Register and Minuets |
| **Plan for effective, efficient and sustainable Road infrastructural projects** | **Roads Asset Management System (RAMS)** | To improve accessibility and mobility in the region | G3 | Number of quarterly reports on the assessment of roads, bridges, inventory on road furniture and traffic count conducted by June 2025 | G3.1 | Four quarterly reports on Rural Roads Assets Management System | Opex | Dept. of Transport | Four quarterly reports on the assessment of roads, bridges, inventory on road furniture and traffic counting by 30 June 2025 | Conduct One 1 Quarterly assessment on Rural Road Management System, and report | Conduct One 1 Quarterly assessment on Rural Road Management System, and report | Conduct One 1 Quarterly assessment on Rural Road Management System, and report | Conduct One 1 Quarterly assessment on Rural Road Management System, and report | Quarterly Reports on the assessment of roads, bridges, inventory on road furniture and traffic count conducted |
| **LICENSE SERVICE CENTRES** | | | | | | | | | | | | | | |
| **Render effective, efficient and customer-oriented licensing services in the region** | **License Service Centers** | To ensure effective delivery of licensing services | G4 | Number of quarterly reports on the Driver licenses processed by 30 June 2025 | G4.1 | Four (4) Quarterly reports in 2024/25 | Opex | Own Municipality funds | Process 18744 Drivers' License applications and submit quarterly reports, thereof. | Process 4686 Drivers' License applications, and report | Process 4686 Drivers' License applications, and report | Process 4686 Drivers' License applications, and report | Process 4686 Drivers' License applications, and report | Quarterly Report on Drivers' License applications processed |
| | | | G5 | Number of quarterly reports on Learner Drivers' Licenses processed by 30 June 2025 | G5.1 | Four (4) Quarterly reports in 2024/25 | Opex | Own Municipality funds | Process 26632 Learners' Drivers' License applications and submit quarterly | Process 6658 Drivers' License applications, and report | Process 6658 Drivers' License applications, and report | Process 6658 Drivers' License applications, and report | Process 6658 Drivers' License applications, and report | Quarterly Report on Learners' Drivers' License applications processed |

| SEDIBENG DISTRICT MUNICIPALITY | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REVISED-SEDIBENG SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN 2024-25 | | | | | | | | | | | | | | |
| TRANSPORT, INFRASTRUCTURE AND ENVIROMENT – CUSTODIAN: EXECUTIVE DIRECTOR | | | | | | | | | | | | | | |
| | | | | | | | | | reports, thereof. | | | | | |
| | | | G6 | Number of quarterly reports on PRDP processed by 30 June 2025 | G6.1 | Four (4) Quarterly reports in 2024/25 | Opex | Own Municipality funds | Process 7220 PRDP applications and submit quarterly reports, thereof. | Process 1805 PRDP applications, and report | Process 1805 PRDP applications, and report | Process 1805 PRDP applications, and report | Process 1805 PRDP applications, and report | Quarterly Report on PRDP applications processed |
| | | | G7 | Number of quarterly reports on Vehicle Roadworthy certificates processed by 30 June 2025 | G7.1 | Four (4) Quarterly reports in 2024/25 financial year | Opex | Own Municipality funds | Conduct 2494 vehicles roadworthy testing, and submit quarterly reports, thereof. | Process 608 Vehicle testing applications, and report | Process 608 Vehicle testing applications, and report | Process 608 Vehicle testing applications, and report | Process 608 Vehicle testing applications, and report | Quarterly Report on Vehicles Roadworthy Testing certificates processed |
| AIR QUALITY, ENVIRONMENT AND MUNICIPAL HEALTH SERVICES | | | | | | | | | | | | | | |
| **Implementation of effective environmental management in the region** | **Air Quality** | Ensure that ambient air quality monitoring stations re operational and reporting to SAAQIS stations | G8 | Number of quarterly reports on operations of ambient air quality monitoring stations(Meyerton and Vanderbijlpark) and their reporting to SAAQIS Vanderbijlpark by 30 June 2025 | G8.1 | Four quarterly reports on the ambient air quality monitoring stations submitted in 2024/25 financial year | Opex | Own Municipality funds | Ensure compliance to Ambient Air Quality through Monitoring Stations in both Vanderbijlpark and Meyerton and produce report | Monitor Ambient Air Quality Monitoring Stations and submit report | Monitor Ambient Air Quality Monitoring Stations and submit report | Monitor Ambient Air Quality Monitoring Stations and submit report | Monitor Ambient Air Quality Monitoring Stations and submit report | Quarterly Reports on operations of Ambient Air Quality monitoring stations |
| | **License inspection** | Monitor industries that are both compliant and non-compliant | G9 | Number of inspections conducted to license industries and submitted reports by 30 June 2025 | G9.1 | 18 inspections conducted to licensed industries | Opex | Own municipality funds | Ensure compliance by all industries operating in the region and produce quarterly reports | Conduct 4 inspection and produce report | Conduct 4 inspection and produce report | Conduct 4 inspection and produce report | Conduct 4 inspection and produce report | Quarterly Reports on inspections conducted |
| **Implementation of effective environmental management in the region** | **Environmental Awareness** | To promote and effective Integrated Service that addresses the Socio-economic and environmental development imperatives of the Region | G10 | Number of Environmental Awareness Campaigns, that is. Arbor Day, World Wetlands Day and World Environmental Day held by 30 June 2025 | G10.1 | Three(3) Environmental Awareness campaigns held on 2024/25 | Opex | Own Municipality funds | Three (3) Environmental Awareness Campaigns held by and submitted reports by 30 June 2025 | Conduct one Arbor Day I Awareness Campaign | | Conduct one World Wetlands Day Awareness Campaign | Conduct one World Environmental Day Awareness Campaign | Environmental Awareness Campaign quarterly reports and attendance registers |
| **Ensure a safe and healthy environment for people to live and work in and reduce environmental health risk** | **Municipal Health Services** | To promote Effective and sustainable municipal health services in the district | G11 | Number of quarterly reports on Municipal Health Services such as food premises inspection, ECD's centers and funeral | G11.1 | Four Quarterly Reports on MHS in 2024/25 | Opex | Own Municipality funds | Render four (4) quarterly Municipal Health Services inspections such as food premises inspection, ECD's centers | Render Municipal Health Services inspections in Emfuleni area | Render Municipal Health Services inspections in Emfuleni area | 1Render Municipal Health Services inspections in Emfuleni area | Render Municipal Health Services inspections in Emfuleni area | Quarterly reports on the rendering of Municipal Heath Services |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | parlors inspections, Rendered across three (3) Local Municipalities' areas | | | | | and funeral parlors inspections within Emfuleni, Lesedi & Midvaal areas, and report | | | | | |

**Annexure A**

# PERFORMANCE PLAN

**Entered into by and between**

**MUNICIPAL MANAGER**

**Motsumi Mathe**

**["the *Employer*"]**

**and**

**EXECUTIVE DIRECTOR**

**Lungile Patience Thwala**

**["the *Employee*"]**

## 1. PURPOSE

The performance plan defines the Council's expectations of the Executive Director's performance agreement to which this document is attached and Section 56 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 as reviewed annually.

## 2. KEY RESPONSIBILITIES OF THE MUNICIPAL MANAGER

***[Executive Directors support the Municipal Manager to achieve objectives as per roles and responsibilities of the Municipal Manager below]:***

(a) The Municipal Manager as head of administration is responsible for policy direction of the council and accountable for:

(b) Responsible for the management of the municipality's administration in accordance with the Local Government: Municipal Systems Act of 2000 and other legislation applicable to the municipality.

(c) The formation and development of an economical, efficient, effective and accountable administration.

(d) Equipped to carry out tasks of implementing the municipal integrated development plan in accordance with chapter 5 of the Local Government: Municipal Systems Act of 2000.

(e) Implementation of the municipal integrated development plan and the monitoring of progress with implementation of the plan.

(f) Management and provision of service to the local community in a sustainable and equitable manner.

(g) Appointment of staff other than section 56 managers accountable to the Municipal Manager subject to the Employment Equity Act No. 55 of 1998.

(h) Management, effective utilisation and training of staff.

(i) The promotion of sound labour relations and compliance by the municipality with applicable labour legislation.

(j) Advising Council and political office bearers of the municipality.

(k) Managing communication between the municipality's administration and its political structure and political office bearers.

(l) Carrying out the decision of the political structures and political office bearers of the municipality.

(m) The administration and implementation of the municipal by-laws and other

legislations.

(n) Exercise of any powers and performance of any duties delegated by the municipal council, or sub-delegating authorities of the municipality, to the Municipal Manager in terms of the Local Government: Municipal Systems Act of 2000.

(o) Facilitating participation by the local community in the affairs of the municipality.

(p) Implementation of the national and provincial legislation applicable to the municipality,

(q) The performance of any other function that may be assigned by the municipal council.

## 3. THE SCORECARD OF THE EXECUTIVE DIRECTOR

3.1 The scorecard is made up of the following:

| KEY PERFORMANCE AREAS (KPA'S) WEIGHTING | | ABSOLUTE WEIGHTING | WEIGHTED AVERAGE |
|---|---|---|---|
| Basic Service Delivery | | 30% | 60% |
| Municipal Institutional Development and Transformation | | 20% | |
| Local Economic Development (LED) | | 10% | |
| Municipal Financial Viability and Management | | 20% | |
| Good Governance and Public Participation | | 20% | |
| **Total** | | **100 %** | |
| **CORE COMPETENCY REQUIREMENTS WEIGHTING** | | | |
| | **Select (✓)** | **Split per CCR** | **20%** |
| 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%** | |
| **Risk Management** | | | 10% |
| **Implementation of Audit Recommendations** and/or Management Audit Action Plans | | | 10% |
| OVERALL **WEIGHTINGS** | | | **100%** |

**Annexure B**

# PERSONAL DEVELOPMENT PLAN (PDP)

ENTERED INTO BY AND BETWEEN:

## SEDIBENG DISTRICT MUNICIPALITY

AS REPRESENTED BY THE

## MUNICIPAL MANAGER

**Motsumi Mathe**

["the *Employer*"]

AND

## EXECUTIVE DIRECTOR

**Lungile Patience Thwala**

["the *Employee*"]

## 1. PERSONAL DEVELOPMENT PLAN (PDP)

| **Skills Performance Gap** *(in order of priority)* | **Type of development expected** *(short course / workshop / training / conference / etc.)* | **Expected Timeframe (Duration)** | **Work Opportunity / performance area to practise skill** | **Further detail** *(resources requirements, additional notes)* |
|---|---|---|---|---|
| **MFMP** | **COURSE** | **12 Months** | **Workplace (TIE Cluster)** | **Study time required** |
| **Environmental Management (Climate Change)** | **International Training Program on Environmental Management for Developing Countries (External Sponsor)** | **1 Month** | **Workplace (TIE Cluster)** | **Programme attendance permission & Study time required** |
| **Infrastructure & Transport Development** | **IMESA Annual Conference** | **5 Days** | **Workplace (TIE Cluster)** | **Attendance Permission & Conference Fees** |

## 2. CORE COMPETENCY REQUIREMENTS WEIGHTING

| **CORE COMPETENCY REQUIREMENTS WEIGHTING** | | | |
|---|---|---|---|
| | **Select (✓)** | **Split per CCR** | **20%** |
| 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%** | |

## ADDENDUM – PERFORMANCE AGREEMENT: SECTION 56/57 MANAGERS

- The Revenue Enhancement Performance Agreement is hereby signed and acknowledged as an Addendum to the original and overall Performance Agreement:
    - That, this shall constitute a contribution of 10% under Municipal Financial Viability and Management;
    - That, this fundraising process in on risk basis and there shall be no success fee payable to an incumbent, rather higher score (1 – 5) based on the amount of capital raised;
    - That, Performance Assessment shall be undertaken minimal at Midyear (January) and annual (July) basis;
    - In all instances, an employee shall be appraised and rewarded on any concluded fundraising done and achieved (confirmation letter/money in municipal account;

| Amount | % Weighting | Score Achieved |
|---|---|---|
| R0 | 0 | 0 |
| <R10 million | 2% | 1 |
| R10 million - <R50 million | 4% | 2 |
| R50 million – <R100 million | 6% | 3 |
| R100 million – <R500 million | 8% | 4 |
| >R500 million | 10% | 5 |

**Municipal Manager:** _____ **Date:** 17/04/2025

**Senior Manager:** _____ **Date:** 26/05/2025

**Witness 1:** _____ **Date:** 26/05/2025

**Witness 2:** _____ **Date:** 26/05/2025