The transparent, innovative and developmental municipality that improves the life of its people

PERFORMANCE AGREEMENT

COMMUNITY AND SAFETY SERVICES

MADE AND ENTERED INTO BY AND BETWEEN:

CHIEF ALBERT LUTHULI MUNICIPALITY

AS REPRESENTED BY THE MUNICIPAL MANAGER

MANDLA STANLEY DLAMINI

AND

JABULANI WONDERBOY SHABANGU
(ID: 730502 5515 08 9)

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE
FINANCIAL YEAR:
1 JULY 2021 - 30 JUNE 2021

PA MS JW

WHEREBY IT IS AGREED AS FOLLOWS:

1. Introduction	1.1 The Employer, **MANDLA STANLEY DLAMINI** has entered into a contract of employment with the Employee, **JABULANI WONDERBOY SHABANGU** (ID 730502 5515 08 9) in terms of section 57(1)(a) of the Local Government: Municipal Systems Act, 2000 (Act No 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), (4B), and (5) of the Systems Act.
2. Purpose of this Agreement	The purpose of this Agreement is to: 2.1 Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Act as well as the employment contract entered into between the parties; 2.2 Specify objectives in terms of the key performance indicators and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality; 2.3 Specify accountabilities as set out in a Performance Plan, which forms an Annexure to the Performance Agreement; 2.4 Monitor and measure performance against set targeted outputs; 2.5 Use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job; 2.6 In the event of outstanding performance, to appropriately reward the employee; 2.7 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.
3. Commencement and duration	3.1 This Agreement will commence on **1 July 2021** and will remain in force until **30 June 2021** thereafter a new Performance Agreement and Performance 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 the key performance areas (KPA's) and key performance indicators (KPIs) of this Agreement at any time during its term. 3.3 The parties will on an annual basis, in terms of the provisions of section 57(2)(a) of the Systems Act conclude a new Performance Agreement and Performance Plan that replaces this Agreement by not later than one month after the beginning of each successive financial year. 3.4 If at any time during the term of this agreement the work environment alters (whether as a result of Government or Council or otherwise) to the extent that the contents of this agreement are no longer appropriate, the contents will immediately be revised.
4. Performance Objectives	4.1 The Performance Plan (Annexure A) sets out: 4.1.1 Key Performance Areas that the employee should focus on; 4.1.2 Core competencies required from employees;

4.1.3 The strategic objectives, key performance indicators and targets that must be met by the Employee;

4.1.4 The time frames within which those performance objectives and targets must be met.

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

4.2.1 The strategic objectives describe the strategic intent of the organisation that needs to be achieved;

4.2.2 The key performance indicators provide the measurements on how a strategic objective needs to be 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 performance areas, key objectives and key performance indicators to each other.

5. Performance Management System

5.1 The Employee agrees to participate in the performance management system that the employer adopts or introduces for the employee, management and municipal staff.

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 management and municipal staff to perform to the standards required.

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

5.4 The Employee undertakes to actively focus towards the promotion and implementation of the KPA's, (including special projects relevant to the employees responsibilities) within the local government framework.

5.5 The criteria upon which the performance of the Employee shall be assessed consist of two components, Key Performance Areas and Core Competency Requirements, both of which shall be contained in the Performance Agreement:

5.5.1 The Employee shall be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Competency requirements respectively.

5.5.2 Each area of assessment shall 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 key performance indicators and projects deliverables identified as per the Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee. Refer example below.

No	Key Performance Areas (KPA's)	Weighting
1.	Good leadership and governance	52%
2.	Efficient and effective Information Communication Technology (ICT)	0%
3.	Transformed institution with competent and capable human capital	12%
4.	Financial healthier and sustainable environment	18%
5.	Provision of basic services	12%
6.	Sustainable Local Economic Development	6%
Total		100%

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

5.8 The Leading Managerial Competencies (LMCs) will make up the other 20% of the Employee's assessment score. Core Competencies (CCs) 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.

LEADING COMPETENCIES			
Leading Managerial Competencies (LMCs)		**Indicate choice**	**Weight**
1.	**Strategic Leadership** • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness		8.3
2.	**People Management** • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management	Compulsory	8.3
3.	**Program and Project Management** • Program and Project Management and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation		8.3
4.	**Financial Management** • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring	Compulsory	8.3
4.	**Change Leadership** • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation		8.3
6.	**Governance Leadership** • Policy Formulation • Risk And Compliance Management • Cooperative Governance		8.3
Core Competencies (CCs)			
7.	Moral Competence		8.3
8.	Planning and Organisation		8.3
9.	Analysis and Innovation		8.3
10.	Knowledge and Information Management		8.3
11.	Communication		8.3
12.	Results and Quality Focus		8.3
	Total percentage	-	**100%**

7. 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;
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 timeframes.

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

6.5 The Annual Performance Appraisal will involve:

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

(a) Each KPA shall 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) Actuals are supplied for KPIs and Activities under each KPA as part of the Institutional Assessment. Based on the Target for an activity or KPI, over or under performance are calculated and converted to the 1-5 point scale. These scores are carried over to the applicable employee's performance plan. During assessment, the employee has a chance to submit evidence of performance.

(c) The applicable assessment rating calculator shall be used to calculate a final KPA score.

6.5.2 Assessment of the competencies

(a) Each competency shall be assessed according to the extent to which the specified standards have been met.

(b) An indicative rating on the five-point scale shall be provided for each competency.

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

(d) The applicable assessment rating calculator is then used to calculate a final competency score.

6.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcomes of the various weighted ratings contained in the Performance Plan, which 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 KPAs and Competency requirements:

Rating	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 Performance Agreement 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	Performance 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 Performance Agreement and Performance Plan.
2	Performance 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 Performance Agreement and Performance Plan.
1	Unacceptable Performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the Performance Agreement and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

6.7 For the purpose of evaluating the performance of the section 56 manager reporting to the municipal manager, an evaluation panel constituted of the following persons must be established -

	6.7.1 Municipal Manager (Chairperson); 6.7.2 Chairperson of the Performance Audit Committee; 6.7.3 Member of the Mayoral Executive Committee; and 6.7.4 Municipal Manager from another municipality. 6.8 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in Section 6.7.
8. Schedule for Performance Reviews	7.1 The performance of each Employee in relation to his/her Performance Agreement shall be reviewed within the month following the quarters as indicated with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory: **First quarter** : July - September (October 2021) **Second quarter** : October - December (January2021) **Third quarter** : January - March (April 2021) **Fourth quarter** : April - June (July 2021) 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 shall 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 shall be fully consulted before any such change is made.
9. Developmental Requirements	8.1 The Personal Development Plan (PDP) for addressing developmental gaps shall be documented as identified during any performance review discussions.
10. 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; 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.
11. Consultation	10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others: 10.1.1 A direct effect on the performance of any of the Employee's functions; 10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; 10.1.3 A substantial financial effect on the Employer. 10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. Management of Evaluation Outcomes

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

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

11.2.1 A score of 130% to 167% is awarded a performance bonus ranging from 5% to 14% in increments as follows:

% Rating over Performance	% Bonus
130% - 149%	5% - 9%
150% and above	10% - 14%

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

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

11.3.2 After appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider instituting disciplinary action, which may ultimately result in the termination of the contract of employment.

13. 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, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee

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

12.2.1 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) 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.

14. Amendment to Agreement

13.1 Amendments to the agreement will be in writing and can only be effected after discussion and agreement.

15. 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.

14.3 Performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus **done** and **signed** at **CAROLINA** on this the **5TH day of July 2021**

AS WITNESSES:

1. _____

2. _____

EMPLOYEE: J W SHABANGU
COMMUNITY AND SAFETY SERVICES

AS WITNESSES:

1. _____

2. _____

EMPLOYER: M S DLAMINI
MUNICIPAL MANAGER

ANNEXURE A

PERFORMANCE PLAN

Name:	**Jabulani Wonder Shabangu**
Position:	**Director: Community and Safety Services**
Accountable to:	**The Municipal Manager**
Period:	**1 July 2020 to 30 June 2021**

1. Overview

1.1 Purpose

The performance plan defines the Council's expectations of the Director: Community and Safety Services' performance agreement to which this document is attached and Section 57(5) of the Municipal Systems Act (2003), 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.

1.2 Objectives of Local Government

The following objectives of local government will inform the Director: Community and Safety Services' performance against set performance indicators:

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

1.3 Key Performance Areas

The following Key Performance Areas (KPAs) as outlined in the Local Government: Municipal Planning and Performance Management Regulations, R805 (2006) inform the strategic objectives listed in the table below:

3.1 Municipal Transformation and Organisational Development
3.2 Infrastructure Development and Service Delivery
3.3 Local Economic Development (LED)
3.4 Municipal Financial Viability and Management
3.5 Good Governance and Public Participation
3.6 Spatial Rationale and Municipal Planning Alignment

1.4 BSC Perspectives

The BSC Methodology was used for the development of the Performance Management System and will read as follows:

4.1 Community Satisfaction
4.2 Financial Perspective
4.3 Institutional Processes
4.4 Learning and Growth

1.5 Strategic Objectives

- To ensure provision of basic services (Refuse Removal)
- To ensure sustainable local economic development
- To ensure ...Community and Safety Services - Capital Projects (2018/19)

2. The Position

2.1 Purpose of the Position

To create and render effective and efficient community and safety services

2.2 The Director: Community and Safety Services is accountable and responsible for amongst others:

2.2.1 Waste Management

- Rendering refuse removal services in a number of areas
- Supplying refuse bins to billable households
- Maintaining landfill sites

2.2.2 Infrastructure Development and Maintenance

- Maintaining municipal cemeteries
- Establishing new cemeteries
- Construction of taxi ranks

2.2.3 Library Services

2.2.4 Disaster Management

- Reporting on disaster incidents and attendance within 24 hours
- Conducting disaster management awareness campaigns

2.2.5 Safety Management (Roads)

- Implementing traffic law enforcement programs
- Issuing traffic fines

2.2.6 Budget Management

- Managing departmental capital budget (operational)

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3. **Strategic Objectives as the 2020-2021 SDBIP**

STRATEGIC OBJECTIVE 1: TO ENSURE GOOD LEADERSHIP AND GOVERNANCE

No	Key Performance Indicator	Department	Baseline	Annual Target	Weight	Score	Achieved/ Not achieved	Portfolio of evidence
KPA: POLICIES AND PROCEDURES								
1.	Number of developed and reviewed policies	Corporate Services	38	5				
2.	Number of departmental service charters developed	Corporate Services	2	3				
KPA: GOVERNANCE STRUCTURES								
3.	Number of departmental strategies and department plans approved	All Departments	9	1				
KPA: GOOD GOVERNANCE AND LEADERSHIP								
4.	Number of management reports submitted to relevant governance structures	All Departments/ Council and Executive	60	96				
5.	Number of meetings attended	All Departments/ Council and Executive	417	443				
6.	Percentage of forum meetings attended as per invitation	All Departments	100%	100%				
7.	Percentage of internal audit findings resolved within 90 days after internal audit report has been issued	Office of the Municipal Manager	100%	100%				
8.	Percentage of external audit findings resolved within legislated 60 days (31 January)	Office of the Municipal Manager	100%	100%				
9.	Number of unqualified audit opinion received	Office of the Municipal Manager	1	1				
KPA: LEGAL AND COMPLIANCE								
10.	Number of by-laws reviewed and drafted	Corporate Services	2	4				
KPA: DISASTER MANAGEMENT								
11.	Percentage of disaster incidents of attended	Community and Safety Services	82%	100%				
12.	Number of disaster awareness programme conducted	Community and Safety Services	4	4				

No	Key Performance Indicator	Department	Baseline	Annual Target	Weight	Score	Achieved/ Not achieved	Portfolio of evidence
KPA: TRAFFIC MANAGEMENT								
13.	Number of traffic law enforcement programmes implemented	Community and Safety Services	6	12				
14.	Percentage increase in traffic fines issued	Community and Safety Services	23.6%	20%				
KPA: PERFORMANCE REPORTING								
15.	Percentage of senior management performance agreements approved by 31 July	Performance Management	100%	100%				
16.	Percentage of senior management performance agreements submitted to relevant stakeholders by 14 August	Performance Management	5%	100%				
17.	Percentage of annual performance assessment of senior management by 30 July	Performance Management	0%	100%				

STRATEGIC OBJECTIVE 3: TO ENSURE TRANSFORMED INSTITUTION WITH COMPETENT AND CAPABLE HUMAN CAPITAL

No	Key Performance Indicator	Department	Baseline	Annual Target	Weight	Score	Achieved/ Not achieved	Portfolio of evidence
KPA: LEARNING AND DEVELOPMENT								
18.	Number of library awareness programme implemented	Community And Safety	30	30				
19.	Number of environmental campaigns conducted	Community and Safety Services	4	4				
KPA: MANAGEMENT OF VACANCIES								
20.	Number of intern positions filled	All Departments	4	5				
KPA: LEAVE MANAGEMENT								
21.	Number of monthly leave registers approved	All Departments	12	12				

STRATEGIC OBJECTIVE 4: TO ENSURE FINANCIAL HEALTHIER AND SUSTAINABLE ENVIRONMENT

No	Key Performance Indicator	Department	Baseline	Annual Target	Weight	Score	Achieved/ Not achieved	Portfolio of evidence
KPA: REVENUE MANAGEMENT								
22.	Number of additional grants sourced	All departments	0	2				

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No	Key Performance Indicator	Department	Baseline	Annual Target	Weight	Score	Achieved/ Not achieved	Portfolio of evidence
23.	Revenue collected through issued traffic infringements summons	Community and Safety Services	103 500	168 000				
KPA: EXPENDITURE MANAGEMENT								
24.	Percentage of capital expenditure spent	Financial Services	100%	90%				
KPA: UNAUTHORISED, IRREGULAR, FRUITLESS AND WASTEFUL EXPENDITURE (UIF)								
25.	Percentage reduction of unauthorised expenditure	Financial Services	100%	5%				
26.	Percentage reduction of irregular expenditure incurred during the financial year	Financial Services	100%	5%				
27.	Percentage reduction of fruitless and wasteful expenditure	Financial Services	46%	5%				

STRATEGIC OBJECTIVE 5: TO ENSURE PROVISION OF BASIC SERVICES

No	Key Performance Indicator	Department	Baseline	Annual Target	Weight	Score	Achieved/ Not achieved	Portfolio of evidence
KPA: WASTE MANAGEMENT								
28.	Number of areas receiving refuse removal services	Community and Safety Services	6	6				
29.	Number of refuse bins supplied to billable households.	Community and Safety Services	501	500				
30.	Number of disposal sites maintained	Community and Safety Services	1	5				
31.	Number of cemeteries maintained	Community and Safety Services	6	6				

STRATEGIC OBJECTIVE 6: TO ENSURE SUSTAINABLE LOCAL ECONOMIC DEVELOPMENT

No	Key Performance Indicator	Department	Baseline	Annual Target	Weight	Score	Achieved/ Not achieved	Portfolio of evidence
KPA: Social Development								

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No	Key Performance Indicator	Department	Baseline					
				Annual Target	Weight	Score	Achieved/ Not achieved	Portfolio of evidence
32.	Number of sports and cultural events organised for the community	Community and Safety Services	4	1				
33.	Number of Moral Regeneration Movement structures supported	Community and Safety Services	8	2				

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6. Approval of the Performance Plan

The process followed ensures individual alignment to the strategic intent of the institution and gives clear direction on what needs to be achieved through a self-directed approach to execute on the objectives, to build sound relationships, to develop human capital and to strengthen the organisation through excellent performance. This plan has derived from intense work shopping to ensure integration, motivation and self-direction. The employer and employee both have responsibilities and accountabilities in getting value from this plan. Neither party can succeed without the support of the other.

Undertaking of the employee

I herewith confirm that I understand the strategic importance of my position within the broader organisation. I furthermore confirm that I understand the purpose of my position, as well as the criteria on which my performance shall be evaluated twice annually. As such, I therefore commit to do my utmost to live up to these expectations and to serve the organisation, my superiors, my colleagues and the community with loyalty, integrity and enthusiasm at all times. I hereby confirm and accept the conditions to this plan.

Signed and accepted by the Employee

Date: 30/09/20

Undertaking of the employer / superior

On behalf of my organisation, I undertake to ensure that a work environment conducive for excellent employee performance is established and maintained. As such, I undertake to lead to the best of my ability, communicate comprehensively, and empower managers and employees. Employees shall have access to ongoing learning, shall be coached, and shall clearly understand what is expected of them. I herewith approve this Performance Plan.

Signed and accepted by the Municipal Manager on behalf of Council

Date: 30/07/20

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7. Performance Assessment Process

The following steps shall be followed to ensure a fully participative and compliant performance assessment process is adhered to.

1. Performance Reviews

   1.1 Formal assessments between employee and employer will take place twice a year to measure the performance of the employee against the agreed performance targets for the half yearly and yearly time period
   1.2 Progress against the KPI's and Activities shall be captured in preparation for the review.
   1.3 Scores of 1-5 shall be calculated based on the progress against targets.
   1.4 Organisational KPI's and activities results are audited and copied to the Performance Plans before assessment date.
   1.5 The employer must keep a record of the mid-year review and annual assessment meetings.

2. The employee being assessed will compile a portfolio of evidence confirming the level of performance achieved for a given review period and made available to the Panel such evidence on request.

3. The process for determining Employee ratings are as follows:

   3.1 The employee to motivate for higher or lower ratings where applicable.
   3.2 The panel to rate the achievement for the KPI's and that of activities on a 5 point scale. Decimal places may be used.
   3.3 The panel to rate the employee's core competency requirements (CCR) on the 5 point scale. Decimal places may be used.
   3.4 The panel scores are averaged to derive at a total score per KPI / Activity / CCR. Overall scores are calculated by taking weightings into account where applicable.
   3.5 The final KPI's and Activities rating will account for 80% of the final assessment total. The CCRs are to account for 20% of the final assessment total.

4. The five point rating scale referred to in regulation 805 correspond as follows:

Rating	1	2	3	4	5
% Score	0-66	67-99	100-132	133-166	167+

5. The assessment-rating calculator is used to calculate the overall % score for performance.

6. The half-year review rating may be used in combination with the annual performance assessment to derive at a final Annual rating score.

7 The performance bonus percentages described in the performance agreement shall be calculated on a sliding scale of the all-inclusive remuneration package as indicated in table below:

% Rating over Performance	% Bonus
130% - 149%	5% - 9%
150% and above	10% - 14%

8. The results of the performance and development review (PDR) shall be submitted to the Municipal Manager for final approval of the assessment/s.

9. The performance assessment results of the Municipal Manager shall also be submitted to the MEC responsible for Local Government in the relevant Province.

ANNEXURE B

PERSONAL DEVELOPMENT PLAN (PDP)

entered into by and between

THE CHIEF ALBERT LUTHULI MUNICIPALITY
herein represented by the Municipal Manager

MANDLA STANLEY DLAMINI

and

THE DIRECTOR:
COMMUNITY AND SAFETY SERVICES

JABULANI WONDERBOY SHABANGU

1. Personal Development Plan

1.1 A municipality should be committed to –

(a) The continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and

(b) Managing training and development within the ambit of relevant national policies and legislation.

1.2 A municipality should follow an integrated approach to Human Resource Management, that is:

(a) Human resource development forms an integral part of human resource planning and management.

(b) In order for training and development strategy and plans to be successful it shall be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals and career-pathing.

(c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs can be identified through performance management and appraisal.

(d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached and these shall be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.

(e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the Municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.

1.3 The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs.

1.4 Compiling the Personal Development Plan attached at Appendix.

(a) Competency assessment instruments, which are dealt with more specifically in Appendix 1 and 2, shall be established to assist with the objective assessment of employees' actual competencies against their job specific competency profiles and managerial competencies at a given period in time with the purpose of identifying training needs or skills gaps.

(b) The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his or her employee, to compile a Personal Development Plan. The identified training needs shall be entered into Column 1 of Appendix 1, entitled Skills / Performance Gap.

The following shall be carefully determined during such a process:

(i) Organisational needs, which include the following:

- Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
- The competency requirements of individual jobs.
- The relevant job requirements (job competency profile) as identified in the job description shall be compared to the current competency profile of the employee to determine the individual's competency gaps.
- Specific competency gaps as identified during the probation period and performance appraisal of the employee.

(ii) Individual training needs that are job / career related.

(c) Next, the prioritisation of the training needs [1 to ...] shall be listed since it may not be possible to address all identified training needs in a specific financial year. It is however, of critical importance that training needs be addressed on a phased and priority basis.

This implies that all these needs shall be prioritised for purposes of accommodating critical / strategic training and development needs in the HR Plan, Personal Development Plans and the Workplace Skills Plan.

(d) Consideration must then be given to the expected outcomes, **to be listed in Column 2 of Appendix 1**, so that once the intervention is completed the impact it had can be measured against relevant output indicators.

(e) An appropriate intervention should be identified to address training needs /skills gaps and the outcome to be achieved but with due regard to cost effectiveness. **These shall be listed in Column 3 of Appendix 1** entitled: Suggested training and/or development activity in line with the National Qualifications Framework, which could enable the trainee to obtain recognition towards a qualification for training undertaken. It is important to determine through the Training / Human Resource Development / Skills Development Unit within the municipality whether unit standards have been developed and registered with the South African Qualifications Authority that are in line with the skills gap and expected outcomes identified. Unit standards usually have measurable assessment criteria to determine achieved competency.

(f) Guidelines regarding the number of training days per employee and the nominations of employees: An employee should on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training interventions.

(g) The suggested mode of delivery **(Column 4 of Appendix 1)** refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity shall impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [the official takes it upon him or her to read e.g. legislation]; internal or external training provision; coaching and/or mentoring and exchange programmes, etc.

(h) The suggested time frames (**Column 5 of Appendix 1**) enable managers to effectively plan for the annum e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.

(i) Work opportunity created to practice skill / development areas, in **Column 6 of Appendix 1**, further ensures internalisation of information gained as well as return on investment (not just a nice to have skill but a necessary to have skill that is used in the workplace).

(j) The final column, **Column 7 of Appendix 1**, provides the employee with a support person that could act as coach or mentor with regard to the area of learning.

APPENDIX 1

Personal Development Plan of the Director: Community and Safety Services, J W Shabangu

Skills/Performance Gap (in order of priority)	**Outcomes Expected** (measurable indicators: quantity, quality and time frames)	**Suggested Training and/or Development Activity**	**Suggested Mode of Delivery**	**Suggested Time Frames**	**Work Opportunity Created to Practice Skill / Development Area**	**Support Person**
Public Sector Problem Analysis and Problem solving	Identify, structure, and assess and prioritise sectoral specific policy issues and problems and mobilising resources for programme setting -Analyse possible problems or constraints that might occur when preparing for policy formulation and implementation -Design/formulate sectoral specific policies and programmes to achieve policy objectives -Direct and control the implementation of sectoral specific policy programmes-monitor, evaluate and review the outputs and outcomes of sectoral specific public policy programmes -Facilitate the solving of problems or challenges after implementation of policies-determine whether policies have achieved their outputs and service delivery goals	Public Policy, Problem Solving and Analysis for Public Sector Managers	Distance learning with block release	December 2021		Municipal Manager

JW

m-s

Signed by Employee

Date: 31/07/2020

Signed by Municipal Manager for Council

Date: 31/07/20