

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY



PERFORMANCE AGREEMENT: 2021/2022

Entered into by and between

MBIZANA LOCAL MUNICIPALITY

("the Employer")

Represented by the Municipal Manager: Mr. L. Mahlaka

Duly authorized by the Council

AND

Mr. Z. Gwala

["the Employee"]

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ACRONYMS

SDBIP	-	Service Delivery and Budget Implementation Plan
BEE	-	Black Economic Empowerment
MM	-	Municipal Manager
EXCO	-	Executive Committee
SM	-	Senior Manager
HoD	-	Head of Department
IDP	-	Integrated Development Plan
LED	-	Local Economic Development
MFMA	-	Municipal Finance Management Act, No. 56 of 2003
KPA	-	Key Performance Area
KPI	-	Key Performance Indicators
CCR	-	Core Competency Requirements
RSA	-	Republic of South Africa
SCM	-	Supply Chain Management
NEDLAC	-	National Economic Development and Labour Council
PDP	-	Personal Development Plan
PA	-	Performance Agreement
PP	-	Performance Plan

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DEFINITIONS

Ruling Language - Refers to the language parties to the contract choose to use as a medium for formal communication between themselves.

Financial Year- Refers to the 12-month period which the organization determines as its budget year.

GENERAL PROVISIONS

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Senior Manager: Corporate Services for a period of five (5) years, ending on 28 February 2023, in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1) (b) of the Municipal Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement. That the parties hereby agree to have this contract developed in terms of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Senior Manager: Corporate Services Senior Manager reporting to the Municipal Manager representing the municipality, to a set of actions that will secure local government policy goals.

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- 1.4 This performance contract is between **Zihle Gwala**, the Senior Manager: Corporate Services, and **Luvuyo Mahlaka**, the Municipal Manager. It is for the 2021/2022 financial year only. The expected performance reflected in this contract is based on the Integrated Development Plan 2018/19 to 2021/22 reviewed and the 2021/2022 Service Delivery and Budget Implementation Plan. The two afore-mentioned documents have been adopted as the working documents of Mbizana Local Municipality and therefore, shall be the basis of performance assessment.

2. STRATEGIC OBJECTIVE

The Senior Manager: Corporate Services has the overall responsibility of ensuring that he shall be, subject to the policy directions of the Municipality, responsible and accountable for administratively being in charge of the Corporate Services department, performing functions such as **human resources management, information communication technology, corporate auxiliary services, and any other functions** as may be delegated to him by the Municipal Manager.

In addition to the above, he shall be responsible for ensuring that the municipality has and maintains -

- (i) Management of municipal corporate services department in accordance with applicable legislation and ensuring the development and the implementation of policies and plans; and
- (ii) Ensuring compliance with the reporting processes as required in different legislation and municipal policies.

3. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT

If the Senior Manager: Corporate Services achieves outstanding performance, he shall qualify for the annual performance bonus in accordance with clause 6 of the contract of employment, as amended, entered into between the Municipal Manager and the Senior Manager on the 9th of March 2018, as well as the results of the performance evaluation agreed to in this contract. The acceptability of the level of his performance or otherwise shall

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be determined and declared by the performance evaluation team in accordance with the provision of this agreement, following the receipt of a report on the Senior Manager: Corporate Services achievement or otherwise of the KPIs as reflected in clause 4 of this contract.

Annexure A as attached has listed Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) that are worth 100 points in total. Each KPA and CCR consists of Key Performance Indicators that have different weightings; which weightings are then converted by the adopted rating calculator into the final weightings; which final weightings are to be assessed. The achievement of above 160 percent shall be regarded as 100% cash bonus warranting, above 130 percent to 160 percent, as average and warranting a proportional percentage of performance bonus, above 80 percent to 130 percent shall warrant some form of in-kind recognition, and below 50 percent, shall require the employer to effect remedial measures that may include an incapacity disciplinary enquiry.

A performance bonus for outstanding performance or an in-kind recognition of effective performance shall only be effected after,

- I. The Annual Report for the financial year under review has been tabled and adopted by the Municipal Council;
- II. An evaluation of performance in accordance with the provisions of regulation 23, and this contract; and
- III. Approval of such evaluation by the Municipal Council as a reward for outstanding performance or effective performance.

The increment for 2021/22 shall be based on the provisions of the Local Government: Municipal Performance Regulations for Municipal Managers directly accountable to Municipal Managers, 2006. The employer shall grant an annual salary adjustment linked to a cost-of-living adjustment based on market indicators, which is not performance based.

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4. EVALUATING PERFORMANCE

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

The annual performance appraisal will involve:

- I. Assessment of the achievement of results as outlined in the performance plan;
- II. Assessing the extent to which the specified standards or KPIs have been met with due regard to ad-hoc tasks that had to be performed under the KPAs and CCRs.

The criterion upon which the performance of the employee shall be assessed consists of two components, both of which shall be contained in the performance plan:-

- I. The employee must be assessed against both components, with a weighting of 80:20 allocated to the KPAs and the CCRs respectively;
- II. Each area of assessment will be weighted and will contribute a specific part to the total score.

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A five-point rating scale to be used for both KPAs and CCRs, is as depicted hereunder:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The key appraisal indicates that the employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	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 PA 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					

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		of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					
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The performance bonus payment shall be categorized into two bands with multiple ranges per band.

The first performance bonus (cash rewards) payment band ranges between 5% and 9% of the all-inclusive remuneration package, as follows:

- I. A score of above 130% to 136%, to qualify for a 5% bonus;
- II. A score of above 136% to 142%, to qualify for a 7% bonus;
- III. A score of above 142% to 149%, to qualify for a 9% bonus.

The second performance bonus (cash rewards) payment band ranges between 10% and 14% of the all-inclusive remuneration package, as follows:

- I. A score of 150% to 155%, to qualify for a 10% bonus;
- II. A score of above 155% to 160%, to qualify for a 13% bonus;
- III. A score of above 160%, to qualify for a 14% bonus.

A performance bonus may not be paid on a pro-rata basis as the bonus is paid annually after complying with the legal requirements captured in this contract and the applicable laws.

The performance achievement ranging from 80% to 130% shall be regarded as fully effective and therefore warranting the employer to acknowledge and or recognize the employee, whichever is necessary. This category of performance acknowledgement and recognition is a non-financial rewards system. It will apply as follows:

- i. A score of 80% to 100%, to receive a letter of acknowledgement and recognition issued by the Municipal Manager;

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- ii. A score of above 100% to 120%, to receive a recognition certificate from the Mayor;
- iii. A score of above 120% to 130%, to receive an academic/skills development programme grant to a maximum of R20 000.00 only; this to be paid directly to a learning institution of choice. The selected Programme must be linked to the personal development plan (Annexure B).

A level of performance achievement of below 50% shall warrant the employer to execute corrective measures that may include disciplinary measures due to incapacity.

5. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure "B".

6. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

Where the employer, at any time during the Senior Manager: Corporate Services' employment, is not satisfied with the Senior Manager's performance with respect to any matter dealt with in this Agreement, the employer will give notice to the Senior Manager: Corporate Services to attend a monitoring and review meeting.

The Senior Manager will have the opportunity at the meeting to satisfy the Municipal Manager or the monitoring and evaluation team of the measures being taken to ensure that his performance becomes satisfactory and any program, including any dates, for implementing these measures.

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7. RULING LANGUAGE

The contract is made out in the English language, which shall be the ruling language. All correspondence between the parties to this contract and all reports and documents pertaining to this contract shall be in English language.

8. TERM OF CONTRACT

This contract shall be deemed to have been entered on the 1st of July 2021 and will expire on the 30th of June 2022. The parties will conclude a new performance agreement that replaces this Agreement by not later than 31 July 2022. This Agreement will terminate on the termination of the Senior Manager: Corporate Services' contract of employment for any reason.

9. LIMITATIONS OF THE CONTRACT

This contract is an agreement between the employer and the Senior Manager about the expected performance of the latter during the specified term. This contract is subject to the employment contract Manager entered into on accepting his position and to South African legislation. In the case of any ambiguity, the employment contract shall prevail over this performance contract. Nothing contained in this Agreement in any way limits the right of the employer to terminate the Senior Manager's contract of employment with or without notice for any other breach by the Senior Manager of his obligations to the Municipality or for any other valid reason in law.

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10. MONITORING AND EVALUATION

The monitoring and performance reviews for each quarter as determined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers 2006, shall be comprised of the Municipal Manager, and their brief will be to assess the performance of the Senior Manager: Corporate Services in line with the performance requirements as outlined in Annexure A of this contract. Despite the in-year reviews, the employer shall establish an assessment team to conduct an annual performance review; the team shall be composed as follows:

- I. Municipal Manager,
- II. Chairperson of the Audit Committee,
- III. A member of the Executive Committee, and
- IV. Municipal Manager from another municipality.

The Manager: Internal Audit Services shall provide secretariat services to the assessment team referred to above.

11. DISPUTE RESOLUTION

In case of disputes, which cannot be resolved through negotiations and mediation, the employee has a right to refer the case to the Mayor who must settle the case within thirty (30) days of receipt of a formal written dispute. The decision of the Mayor shall be deemed final and binding on both parties.

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12. Jurisdiction

Regardless of the place of execution, performance or domicile of the parties, this contract and all modifications and amendments hereof shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.

13. WHOLE AGREEMENT

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Senior Manager: Corporate Services with effect from 01 July 2021.

No agreement, varying, adding to, deleting from or canceling this contract, shall be effective unless reduced to writing and signed by both parties. The following annexure and appendices attached to this contract will have the same force and effect as if they were written in this section of the contract:

ANNEXURE A: PERFORMANCE PLAN

ANNEXURE B: PERSONAL DEVELOPMENT PLAN

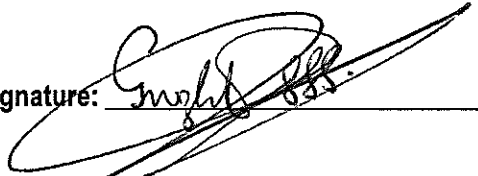
APPENDIX 1: COMMITMENT OF MANAGEMENT TEAM

APPENDIX 2: OBLIGATIONS OF THE EMPLOYER

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SIGNED at MBIZANA this 29 day of JULY 2021.


SENIOR MANAGER: CORPORATE SERVICES


Signature: 

Name Printed: GWALA, ZIHLE

WITNESSES

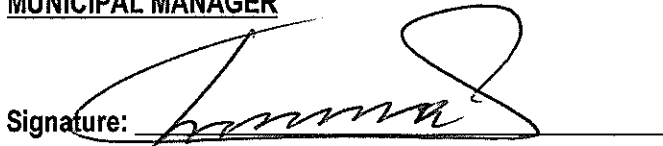
1. Signature:  Name Printed: BEWU ZINANDA

2. Signature:  Name Printed: DINA HANDEKA

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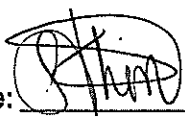
FOR AND ON BEHALF OF MBIZANA LOCAL MUNICIPALITY

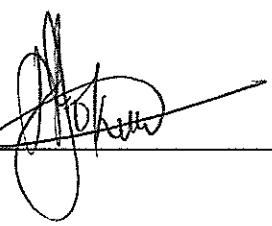
MUNICIPAL MANAGER

Signature: 

Name Printed: LUVUYO MAKHALA

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1. Signature:  Name Printed: NONCEDO LIVI

2. Signature:  Name Printed: NWABISA JEKWE

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ANNEXURE "A"

PERFORMANCE PLAN

14. KEY PERFORMANCE AREAS (KPAS) FOR 2021/2021

1. BASIC SERVICE DELIVERY

OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATION	MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY		
1.1. To reduce access roads backlog by constructing 13.2 kms by end June 2022	5	6.25	By constructing 13,2 kms of gravel access roads by end June 2022	30/06/2022	As per the approved designs and specification	13.2 km of road constructed by June 2021.	R11 069 828-00	Signed Completion Certificate by Senior Manager
1.3. To construct one Civic Centre/Town Hall in Bizana by end June 2022	5	6.25	Constructed Phase 3 of the Civic Centre	30/06/2022	As per approved designs and specifications	Phase three (3) of the Civic Hall completed	R 28 402 021	Practical Completion Certificate

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1.14.1 Providing of 4000 beneficiaries with free grid electricity & 5150 FBAE by June 2022	4	5	Number of beneficiaries receiving free grid subsidy & receiving FBAE	30/06/2022	As per the provisions of MFMA, Systems Act and WMLM indigent Policy	4000 indigent people receiving free grid electricity and FBAE by June 2022	R 5 470 956.00	Beneficiary list and invoices
TOTAL	14	17.5					R 44 942 805	

2. LOCAL ECONOMIC DEVELOPMENT (LED)

OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATION	MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY		
2.16. To grow the local economy to 20% by 2032	8	10	Number of hosted infrastructure development imbizo, business conference and business plans developed	30/06/2022	Municipal Systems Act.	1 Hosted Infrastructure Development	R 1 325 911	Approved Concept Document; Attendance Register, Report, 3 x Business plans

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TOTAL	8	10						14	R 1 325 911	
								Imbizo, 1 Business Conference and 3 Business plans developed by June 2022		

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3. MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION

OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATION	MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY		
3.1 To ensure that Employee Wellness is effective by 30 June 2022	7	8.75	Number of employees referred for medical check-ups.	30/06/2022	Occupational Health and Safety Act, OHS Policy	Medical checkups for 150 employees by June 2022	R 598 888,00	SLA, Attendance Register, Two Summary reports by the practitioner
3.2. To implement and sustain a functional and effective Performance Management System (PMS) by June 2022	8	10	Number of PMS agreements signed, and work plans formulated for employees below senior managers	30/06/2022	Municipal Systems Act	40 PMS agreements signed and workplans formulated for employees below Senior managers by June 2022	N/A	Signed Performance Agreements and Work plans Assessment Reports

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OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATION	MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY		
3.3 To Providing comprehensive education, training and human resource development by June 2022	7	8.75	<ul style="list-style-type: none"> Number of councilors provided with training. Number of officials provided with study assistance. Experiential training and internships offered. 	30/06/2022	Municipal Systems Act Skills Development Act	Induction of 64 councilors conducted by June 2022 10 officials provided with study assistance by June 2022 Tabulate experiential training and learnership report to training committee by June 2022	R 1 161 684	Concept document, Register. Signed study assistance agreements, proof of registration. Training and learnership report.
3.7. To ensure maximum availability of efficient ICT Services and Infrastructure by June 2022	8	8.75	(a) Number of Renewed and signed SLA and Licences	30/06/2022	Municipal Systems Act Mbizana Municipality ICT policy	(a) 2 renewed and maintained service level agreements and 5 licenses renewed by June 2022	R6 998 316	(a) Copies of service level agreements, copies of licence certificates and proof of payments

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OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATION	MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY		
			(b) Number of Laptops purchased	30/06/2022	COBIT and ISO standards	(b) Procurement of 72 laptops for councilors, traditional leaders and staff members by June 2022	R 1 228 000	(b) Concept document, appointment letter and proof of payment and Delivery note and Handover Register and Report
TOTAL	30	36.25					R 9 986 888	

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4. MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATION	MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY		
4.1 To achieve 100% billing for all services that are to be billed by June 2021	6	7.5	Accurate billing of electricity consumption	30/06/2022	MFMA and the Systems Act. Tariff Policy Credit Control and Debt Collection Policy	100% billing	N/A	Meter reading Report from the AMR System, invoice and GRV
4.4 To pay creditors within 30 days in compliance with MFMA	6	7.5	Age analysis reflecting creditors within 30 days	30/06/2022	MFMA Accounts Payable Policy	100%	N/A	Invoice register and age analysis report
4.5 To achieve a clean audit	6	7.5	Accurate and complete reconciliations	30/06/2022	MFMA. Individual Performance	100%	N/A	12 Signed monthly Conditional grants, 12

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OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATION	MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY		
			Implementation of Individual Performance Management System.		Management System Policy		creditors, 12 retention and 12 vat reconciliations	
TOTAL	18	22.5				R 0.00		

5. GOOD GOVERNANCE AND PUBLIC PARTICIPATION

OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATION	MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY		
5.1. To ensure development of a credible IDP aligned with PMS and Budget by May 2022	3	3.75	Council resolution on adoption of a five-year IDP for council term 2022 - 2027.	31/05/2022	Approved IDP, SDBIP and Budget	One consolidated IDP	R 1 283 228	Council Resolution

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OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATION	MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY		
5.14. To strengthen and enhance public participation mechanism and strategies by June 2022	4	5	Number of Ward Committee Structures established and capacitated by June 2022	30/06/2022	Municipal Structures Act Adopted Public Participation policy	32 Ward Committee Structures established and capacitated by June 2022	R 546 660	Ward establishment proposal, Attendance register, Concept document for capacity
5.15 To ensure proper sitting of Council and Council Committees by June 2022	3	3.75	Number of Adopted Schedule of council and its committee meetings, number of council meetings convened and council committees	Monthly	Municipal Structures Act. Approved Schedule of meetings	1 Adopted Schedule of council and its committee meetings, 4 council meetings convened, and thirty-six council committees held by June 2022	R558 094,00	Council Extract and Adopted schedule of council meetings and its committees for 2021/2022 FY, Attendance Registers, Notices and Minutes

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OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATION	MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY		
TOTAL	10	12.5					R 2 387 982	

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15. CORE COMPETENCIES REQUIREMENTS (CCRs)

SELECTED CORE COMPETENCIES REQUIREMENTS

- 1) Financial Management (Objective 15.1)
- 2) People Management and Empowerment (Objective 15.2)
- 3) Client Orientation and Customer Focus (Objective 15.3)
- 4) Change Management (Objective 15.4)
- 5) Supply Chain Management (Objective 15.4)

OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY	
15.1 People Management and empowerment	4	20	Number of trainings conducted.	30/06/2022	In line with the adopted WSP	2 trainings conducted	Annual Training Reports.
15.2 Programme and Project Management	4	20	Percentage of project completed	30/06/2022	As per approved project designs	80%	Departmental Reports. Projects implementation reports

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OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY	
15.3 Problem solving and analysis	4	20	Maintenance of Sound Labour Relations and resolution of Labour disputes as and when they arise.	30/06/2022	(i) Good Corporate Governance (ii) Main Collective Agreement (ii) Disciplinary code and procedure	100%	Departmental Reports on disciplinary cases resolved.
15.4 Financial Management	4	20	Continuous sensitization of management and staff on the cost-saving and regular report back on budget spending. Oversee the implementation of Cost-containment regulations 2019.	30/06/2022	(i) Good Corporate Governance (ii) Winnie Madikizela Mandela Cost Containment Measure Policy	4	Departmental/Annual Reports.
15.5 Knowledge Management	4	20	Number of sessions on knowledge sharing.	30/06/2022	Municipal Systems Act	4	Departmental Reports.
TOTAL	20	100%					

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ANNEXURE "B"

PERSONAL DEVELOPMENT PLAN

NAME: Zihle Gwala
 JOB TITLE: Senior Manager: Corporate Services
 EMPLOYER: MBIZANA LOCAL MUNICIPALITY
 FINANCIAL YEAR: 2021/2022

Competency area to be addressed	Proposed actions	Responsibility	Time-frame	Expected outcome
1. Executive Strategic leadership	Receive the appropriate knowledge and training and thereafter be assessed by an Assessor accredited by the Local Government Sector Education Training Authority (LGSETA) in terms of the SAQA guidelines and NQF registered unit standards and criteria.	Municipal Manager	By 30/06/2022	Achieving the minimum competency requirements, as prescribed in the Municipal Regulations on Minimum Competency Levels, issued in terms of the MFMA, No. 56 of 2003.
2. Strategic financial management.	Receive the appropriate knowledge and training and thereafter be assessed by an Assessor accredited by the Local Government Sector Education Training	Senior Manager: Corporate Services and Municipal Manager	By 30/06/2022	Achieving the minimum competency requirements, as prescribed in the Municipal Regulations on Minimum

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	<p>Authority (LGSETA) in terms of the SAQA guidelines and NQF registered unit standards and criteria.</p>		<p>Competency Levels, issued in terms of the MFMA, No. 56 of 2003.</p>
<p>3. Performance Management System</p>	<p>Receive the appropriate knowledge and training and thereafter be assessed by an Assessor accredited by the Local Government Sector Education Training Authority (LGSETA) in terms of the SAQA guidelines and NQF registered unit standards and criteria.</p>	<p>Senior Manager: Corporate Services and Municipal Manager.</p>	<p>Achieving the minimum competency requirements, as prescribed in the Municipal Regulations on Minimum Competency Levels, issued in terms of the MFMA, No. 56 of 2003.</p>


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APPENDIX 1


Commitment of Management Team reporting directly to the Senior Manager

We, M Nqwazi (Manager: ICT), N Rabie (Manager: Admin Support & Auxiliary) and N. Mshweshwe (Acting Manager: Human Resources), hereby make this commitment to support the Senior Manager, Z. Gwala, to achieve targets as set in this performance contract between him and the employer. As support managers, we understand that her targets are impossible to achieve without our full support and co-operation. We, therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.


1. Signed by

M Nqwazi 

2. Signed by

RABIE N.S. 

3. Signed by

N. MSHWESHWE 

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APPENDIX 2

1. OBLIGATIONS OF THE EMPLOYER (KEY ASSUMPTIONS)

1.1 Office Accommodation

During the full period of the performance agreement the employer shall provide adequate office accommodation for the Senior Manager. The occupational cost including the attendant ground rent obligations will be borne by the Employer.

1.2 Personnel

The employer shall be required to hire managers reporting directly to the Senior Manager: Corporate Services.

1.3 Facilities and Equipment

1.3.1 During the full period of the performance contract, the employer shall avail to the Senior Manager all existing facilities and equipment which he will need in executing his duties.

1.4 Other provisions

1.4.1 Approvals

The Employer shall make a decision/comment on items submitted for approval/comment within two (2) week of receipt of the items.

1.4.2 Tasks to the Employer

The employer undertakes to execute all crucial activities that fall under his responsibility as required by this contract in order not to derail the continuity

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of department operations. If there is failure on the employer's part and the Senior Manager feels that the attainment of targets of this contract is at stake, the two parties will meet and agree on the way forward.

1.4.3 Substitution of the Senior Manager

The employer reserves the right to take appropriate action to replace the Senior Manager: Corporate Services as per employment contract of the Senior Manager.

2 OBLIGATIONS OF THE SENIOR MANAGER

2.1 Conditions of service

2.1.1 The Senior Manager shall be the head of the Corporate Services Department, subject to the conditions of service as stipulated by the employer. The conditions of service of the Senior Manager shall include but not be restricted to:

2.1.1.1 Setting of specific targets for managers reporting to her.

2.1.1.2 Advise Municipal Manager on all matters including progress made in the implementation of the SDBIP.

2.1.1.3 Setting and monitoring of performance indicators for the Department and execute corrective measures as and when necessary.

2.1.1.4 Ensuring that the departmental assets are in a good working condition.

2.1.1.5 Provision of high quality service within the department in a cost effective manner within agreed time frames.

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- 2.1.1.6 Completing and submitting performance reports for the Department, to the Municipal Manager on a quarterly basis for information purposes.
 - 2.1.1.7 Assessing performance reports for departmental staff where necessary.
 - 2.1.1.8 Preparation of the departmental annual budget and once approved, adhering to it.
 - 2.1.1.9 Implementing strategies to improve the morale of staff.
 - 2.1.1.10 Attending meetings and other occasions on behalf of the department and the municipality.
- 2.1.2 The Senior Manager shall ensure that his staff has access to and is well informed about the disciplinary procedure of the municipality.
- 2.1.3 Making recommendations to the Municipal Manager to hire staff in the Department as the need arises.
- 2.1.4 Determining the optimum staff level necessary for the accomplishment of targets and advising the employer on reduction or increase of staff in the department. Staff restructuring or reduction will utilize the existing municipal 'staff pool' as will be mutually agreed between the employer and the *Senior Manager* in fulfillment of the current staff reduction policy. If such staff is to be laid off due to the staff reduction policy, the cost of severance and other terminal benefits shall be borne by the employer as required by the Labour Laws of RSA.
- 2.1.5 Carrying out all the necessary departmental staff training as shall be mutually agreed with the employer.

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2.2 Standard of Service

2.2.1 The Senior Manager shall exercise all his skills, reasonable care, responsibility and diligence in discharge of his duties under this contract. The Senior Manager Officer shall do so with sound professional conduct in accordance with generally accepted standards.

2.2.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Senior Manager in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

2.3 Supervision of Personnel in the Municipality

The Senior Manager undertakes to supervise personnel in his department. If he is dissatisfied with performance of any staff, provisions of the relevant internal policy and legislative framework of RSA shall apply.

2.4 Targets and Milestones

2.4.1 The Senior Manager shall do all in his power to achieve the targets and milestones indicated in the municipal IDP and Performance Management System.

2.4.2 The Senior Manager undertakes to achieve the parent targets, which shall be directly related to the expected improvement in the level of services and therefore improvement in the quality of life within the municipality. The parent targets are those defined as performance requirements in Section 14 of this contract.

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2.5 Reporting

2.5.1 The Senior Manager shall submit detailed quarterly reports on the operations of the Department to the employer. The reports shall include details of achievement of targets and milestones for that quarter for information purposes. The quarterly report should reach the employer within one month after the quarter in question has lapsed.

2.5.2 The Senior Manager also undertakes to submit any other report/s as required by the employer.

2.6 Expenditure

The Senior Manager shall be responsible for the implementation of the approved operational and capital budget of the Corporate Services Department.

2.7 Maintenance of Assets (fixed and movable) in the Municipality

The Senior Manager shall assist the Municipal Manager in the maintenance of assets in the department with the Municipal Manager having no authority to enter into service contracts with service providers to carry out such maintenance.

2.8 Purchases

2.8.1 The Senior Manager undertakes to utilize the most recently approved Municipal Supply Chain Management Policy (SCM) to handle all procurement within the municipality, according to the provisions of this contract. No procurement shall be allowed to proceed outside of the approved SCM policy.

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2.9 Financial Procedures

- 2.9.1 Financial year shall commence on the 1st of July and end on the 30th of June each year; such period defined as the financial year shall be used for purposes of budgets, expenditures, cash flows and other operational requirements.
- 2.9.2 The employer reserves the right to ensure that finances are operated in accordance with the government's financial regulations and can utilize the services of an Auditor in this regard.
- 2.9.3 The Senior Manager must ensure strict adherence of all approved municipal financial policies, including issues of cost effectiveness, cost efficiency and over expenditure.

2.10 Budget

- 2.10.1 During the budget process the Senior Manager shall make the necessary submissions to the Budget Office, reflecting the projected financial needs of his department for the following financial year.
- 2.10.2 The approval of the departmental budget shall constitute the authority to the Senior Manager to incur expenditure accordingly and in line with the performance targets indicated in this performance contract.

2.11 Liability

The Senior Manager shall be responsible towards the municipality for the performance of services in accordance with the provisions of this contract, subject to the following limitation:

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2.11.1 The Senior Manager shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission, of any personnel in his department in the course of duty or anybody subcontracted by the municipality.

3. **OTHER PROVISIONS**

3.1 **Unforeseen conditions**

There may be some unforeseen conditions necessary for the success of this performance contract. If either party discovers such circumstances, during the course of operation of this performance contract, the matter shall be brought to the attention of the other, in writing. A meeting, whose timing shall be mutually agreed upon, shall then be convened to discuss the outstanding issues. The minutes of such a meeting shall form an addendum to this contract.

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