

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE CHIEF ALBERT LUTHULI, MUNICIPALITY
REPRESENTED BY THE EXECUTIVE MAYOR,**

**CLR BUISIWE PAULINA SHIBA
(DULY AUTHORISED BY RESOLUTION OF THE
CHIEF ALBERT LUTHULI MUNICIPALITY
DATED 31 MAY 2011)**

AND

**VUSUMUZI NELSON MPILA
THE MUNICIPAL MANAGER**

FOR THE

FINANCIAL YEAR: 1 JULY 2015 – 30 JUNE 2016

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Chief Albert Luthuli Municipality, herein represented by CLR.BUSISIWE SHIBA in her capacity as The Executive Mayor (hereinafter referred to as the **Employer** or Supervisor) and Vusumuzi Nelson Mpila, the Municipal Manager of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Employee** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1)(b),(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 1st of July 2015 and will remain in force until the 30th of June 2016; 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 for any reason.
- 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.

Two handwritten signatures in black ink are located at the bottom right of the page.

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 two components, both of which shall be contained in the Performance Agreement.

5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA)s and the Core Senior Managers Competency Frame work ((CR)s respectively.

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

5.5.3 KPAs covering the main areas of work will account for 80% and ((CR)s will account for 20% of the final assessment.

5.6 The **Employee's** assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), 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**:

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	20
Municipal Institutional Development and Transformation	20
Local Economic Development (LED)	20
Municipal Financial Viability and Management	20
Good Governance and Public Participation	20
Total	100%

5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager must be subject to negotiation between the municipal manager and the relevant manager.

5.8 The (CR)s will make up the other 20% of the **Employee's** assessment score. ((CR)s 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**.

Three of the ((CR)s are compulsory for Municipal Managers:

LOCAL GOVERNMENT COMPETENCY FRAME WORK FOR SENIOR MANAGERS



LEADING COMPETENCIES	Weight
Strategic Directions And Leadership	8
People management	8
Programme and project management	8
Financial management	8
Change leadership	8
Governance leadership	8
CORE COMPETENCY MANAGEMENT	
Moral Competency	8
Planning And Organizing	8
Analysis And Innovation	8
Knowledge And Information Management	8
Communication	8
Results And Quality Focus	
TOTAL	100%

6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets out -

6.1.1 the standards and procedures for evaluating the **Employee's** performance; and

6.1.2 the intervals for the evaluation of the **Employee's** performance.

6.2 Despite the establishment of agreed intervals for evaluation, the **Employer** may in addition review the **Employee's** performance at any stage while the contract of employment remains in force.

6.3 Personal growth and development needs identified during any performance review 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 (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the ((CR)s

- (a) Each ((CR)s 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 ((CR)s.
- (c) This rating should be multiplied by the weighting given to each ((CR) s during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final ((CR) s 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 CRs:

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 appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

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

- 6.7.1 Executive Mayor
- 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;
- 6.7.4 Mayor and/or municipal manager from another municipality; and
- 6.7.5 Member of a ward committee as nominated by the Executive Mayor.

6.8 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 -

6.8.1 Municipal Manager;

6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

6.8.4 Municipal manager from another municipality.

6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

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:

First quarter	:	July – September 2015
Second quarter	:	October – December 2015
Third quarter	:	January – March 2016
Fourth quarter	:	April – June 2016

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 agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others –**
 - 10.1.1 a direct effect on the performance of any of the **Employee**'s functions;**
 - 10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and**
 - 10.1.3 a substantial financial effect on the **Employer**.**

- 10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of 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 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 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; and
 - 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 steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTE RESOLUTION

- 12.1 Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
- 12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or
 - 12.1.2 any other person appointed by the MEC.

12.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

13. GENERAL

13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Employer**.

13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.


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

Thus done and signed at Carolina on this the 15th day of JULY 2015

AS WITNESSES:

1. 


2. 


EMPLOYEE

AS WITNESSES:

1. 

2. 


EXECUTIVE MAYOR

ANNEXURE A

PERFORMANCE PLAN

A PERFORMANCE PLAN ANNEXURE: A MP301 2015/2016

Priority Area	Strategic Objective	Key Performance Indicators				Budget Vote	Baseline	Annual Target 2015/16	Frequency	Quarterly Targets				Data Source	Evidence	Person Responsible
		Performance Indicator	Outcome	Impact	Out Put Measure					Q1	Q2	Q3	Q4			
										KPA:1. MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT :20 %						
PMS	To monitor PMS and Improve its efficiency	Number of PMS functions and reports rendered	PMS	Adherence to the PMS Act	Compliance to section 38 – 46 of the MSA and chapter 12 of MFMA		Adopted PMS Frame work	1 PMS frame work	Quarterly	1 report submitted	1 report submitted	1 report submitted	1 report submitted	Clr resolution Reports	Report approved	PMS
PA	Conclude PA with section 57/54 managers	Number of performance agreements(PA) signed on time	100% compliance with chapter 6 of the MSA	Adherence to the Performance Regulations 2006,as amended, MSA, Act.	Number submitted to Cogta. Website		1 PMS frame work	7 PA, by 01/11	Quarterly	7 PA	n/a	n/a	n/a	Copies of Signed PA	Copies	PMS
HR	To monitor and control a number of HR functions for effective institutional capacity	Number of HR functions rendered and reported on	Approved Workplace Skills Plan informed by the skills audit Officials		Skill, capacity building, training in line with the ACT/filling of critical vacancies	No of beneficiaries	4 report on each function/pr ogramme	4 report on each function/pro gramme	Quarterly	1 report each section	1 report each section	1 report each section	1 report each section	Reports To mayoral /quarterly	Report approved	CORPORATE SERVICES
LEGAL	To Provide for Institutional direction/guidance on all litigations	Number of legal functions rendered and monitored reported on	% of success vs Losses /no of Progressive advise	Success on advise /legal/implementation/success	Success on advise /legal/implementation/success	% of success vs Losses /no of Progressive advise	4 quarterly reports on all litigations and SLAs	4 quarterly reports on all litigations and SLAs	Quarterly	1 report each section	1 report each section	1 report each section	1 report each section	Reports To mayoral /quarterly	Report approved	CORPORATE SERVICES
	To monitor Provision of basic services through community services departs	Number of reports provided by COM S on quarterly basis on a number of services /programmes	Sustainable provision of services	Sustained access to basic delivery	Reports		Refused collection once a week	Refused collection once a week	Quarterly	1.rept on refused removal	1.rept on refused removal	1.rept on refused removal	1.rept on refused removal	Reports To mayoral /quarterly		
							6			1 report cleaning	1 report cleaning	1 report cleaning	1 report cleaning	Reports To mayoral /quarterly		
										1 Report on Graves provision	1 Report on Graves provision	1 Report on Graves provision	1 Report on Graves provision	Reports To mayoral /quarterly		

Priority Area	Strategic Objective	Key Performance Indicators					Annual Target 2015/16	Frequency	Quarterly Targets				Data Source	Evidence	Person Responsible
		Performance Indicator	Outcome	Impact	Output Measure	Budget Vote			Baseline	Q1	Q2	Q3			
2		2.KPA: BASIS SERVICE DELIVERY 20%													
Provision Of Potable Water	To monitor provision of a number of basic services by this Dpt-DTS.	Number of reports submitted on a number of programmes /projects	Sustainable provision of number of basic services	Sustained access to basic water services	Number of households provided with water within the RDP standard	0640/4417 R 4 300 000	4 quarterly reports on each programmes	Quarterly	1.Water Rpt 1.Sanitation Rpt 1.Roads Rpt 1.Electricity Rpt	1.Water Rpt 1.Sanitation Rpt 1.Roads Rpt 1.Electricity Rpt	1.Water Rpt 1.Sanitation Rpt 1.Roads Rpt 1.Electricity Rpt	1.Water Rpt 1.Sanitation Rpt 1.Roads Rpt 1.Electricity Rpt	Reports To mayoral /quarterly		
	To monitor provision of a number of basic services to community by PS-Dpt	Number of services rendered to community and reported on	Compliance with standard and applicable legislations	Compliance to RTA	Summons & reports		4 quarterly reports on each programmes	Quarterly	1.e-NATIS Rpt 1.law enforcement Rpt 1.Road safety Rpt 1.Disaster.rpt	1.e-NATIS Rpt 1.law enforcement Rpt 1.Road safety Rpt 1.Disaster.rpt	1.e-NATIS Rpt 1.law enforcement Rpt 1.Road safety Rpt 1.Disaster.rpt	1.e-NATIS Rpt 1.law enforcement Rpt 1.Road safety Rpt 1.Disaster.rpt	Reports		Mr.KB.Makgopa
		BASIC SERVICE DELIVERY													
TOWN PLANNING	To monitor the Project management Unit (PMU)	Number of reports submitted on a number of programme projects on Infrastructure and expenditure MIG	Compliance with standard and applicable legislations	Accessible road	Square metre Repaired		4 quarterly reports on each programme/ Project	Quarterly	1.Report on water projects 1.on Sanitation projects 1. report on electricity projects 1.on MIG expenditure	1.Report on water projects 1.on Sanitation projects 1. report on electricity projects 1.on MIG expenditure	1.Report on water projects 1.on Sanitation projects 1. report on electricity projects 1.on MIG expenditure	1.Report on water projects 1.on Sanitation projects 1. report on electricity projects 1.on MIG expenditure	Cir resolution Reports / treasury /Cogla reports		PMU Manager .BC.Mdutt yulwa
	To monitor the dpt planning on a number of Spatial planning functions	A number of spatial planning functions reported on and monitored	Compliant IDP DOCUMENT/i improved MEC comments	partial plans/turns/ Designs /built environment/% of revenue/expenditure	IDP rating Approved plans/sector/turns /applications No approved		4 quarterly reports on each programme	Quarterly	1 report on town planning 1.report human settlement	1 report on town planning 1.report human settlement	1 report on town planning 1.report human settlement	1 report on town planning 1.report human settlement	Cir resolution Reports	reports	
2		3 KPA: LOCAL ECONOMIC DEVELOPMENT 20%													

MSD

Priority Area	Strategic Objective	Key Performance Indicators					Annual Target 2015/16	Frequency	Quarterly Targets				Data Source	Evidence	Person Responsible
		Performance Indicator	Outcome	Impact	Output Measure	Budget Vote			Q1	Q2	Q3	Q4			
LED	To monitor a number of LED programme – projects and reported on	Number of LED programme – projects promoted and reported on	Led projects /initiatives Supported/invest ment policy	Reduced poverty and employments through LED projects	Led approved Projects		4 LED reports	Quarterly	1 report	1 report	1 report	1 report	Cir resolution Reports		MR.TA LUKHELE
	4. KPA: MUNICIPAL FINANCIAL VIABILITY %														
Budget	Budget process														
	To Provide Sound Financial Management And Leadership	T number of critical compliance reports produced per quarter		Management Of Total Municipal Budget	Measures Introduced		R 234	Monthly	Monthly	Monthly	Monthly	Monthly	Budget		Clo Mj.Nhlabat hi
	Revenue Collection And Management, Collection, Points,	Number Of Collection Points	Systems In Place No Of Collection Points /Services	Improved Collection	% Of Revenue Generated Through Points	N/A	New	Monthly	Monthly	Monthly	Monthly	Monthly	Revenue	Report To Council	Clo Mj.Nhlabat hi
5. KPA: Good governance and public participation %															
	To provide for Municipal Supply Chain Effective SCM	Number of SCM, related Adverts/publication	Transparency	Clean governance	Number of SCM/notices	n/a	New	Monthly	Per need	Per need	Per need	Per need	Websites	Reports	SCM
Prevention/fraud	To combat corruption	Number of anti-corruption strategies introduced/policies	Reduced incidences of corrupt practices	Clean governance	Eliminated fraud	n/a	New	quarterly	Per need	Per need	Per need	Per need	Cir Resolution	Reports	Risk /Internal Audit
Risk	To Mitigate risks to the organisation	Risk Management strategy adopted and approved	Identified risk mitigated	Reduced impact	Priority risk controlled	n/a	New						Approved Risk Management Committee Charter	Charter	RISK MANAGER.



Priority Area	Strategic Objective	Key Performance Indicators				Out Put Measure	Budget Vote	Baseline	Annual Target 2015/16	Frequency	Quarterly Targets				Data Source	Evidence	Person Responsible
		Performance Indicator	Outcome	Impact							Q1	Q2	Q3	Q4			
Audit Committee	To ensure accountable & governance	Number of audit reports/advised implemented	Risk based audit implemented	Improved controls		Operational audit unit Improved audit outcome			4 audit meetings convened		Per schedule 1 report	Per schedule 1 report	Per schedule 1 report	Per schedule 1 report	Internal audit report	Reports to council	INTERNAL AUDIT MANAGER

Thus done and signed at Carolina on this 15th day of July 2015.



MR VUSUMUZI NELSON MPILA

Accounting Officer

Chief Albert Luthuli Municipality



CLR BUSISIWE PAULINA SHIBA

Honourable Executive Mayor

Chief Albert Luthuli Municipality

pb



ANNEXURE B: PERSONAL DEVELOPMENT PLAN

PERSONAL DEVELOPMENT PLAN (PDP)

Entered into by and between

THE CHIEF ALBERT LUTHULI MUNICIPALITY

CLR BUSISIWE SHIBA

And

THE MUNICIPAL MANAGER



MR. VUSUMUZI NELSON MPILA

1. Personal Development Plan

1.1.1 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.

1.1.2 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 should 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 should 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.

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

1.1.4 Compiling the Personal Development Plan attached at Appendix.

(a) Competency assessment instruments, which are dealt with more specifically in Appendix 1 and 2, should 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 / her employee, to compile a Personal Development Plan. The identified training needs should be entered into column 1 of Appendix 1, entitled Skills / Performance Gap. The following should be carefully determined during

such a process:

- (i) Organisational needs, which include the following:
 - o Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
 - o The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
 - o 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 ...] should 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 should be prioritized 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.

(d) 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 should 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.

the
least

(e) Guidelines regarding the number of training days per employee and

nominations of employees: An employee should on average receive at

five days of training per financial year and not unnecessarily be withdrawn from training interventions.

in

(f) Column 4 of Appendix 1: The suggested mode of delivery refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity should impact on delivery back

the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him / her to read e.g. legislation]; internal or external training provision; coaching and / or mentoring and exchange programmes, etc.

(g) 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.

(h) 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).

(i) 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.

Personal Development Plan municipal manager Mr VN. Mpila

1. Skills /Performance Gap (In order of priority)	2. Outcomes Expected (measurable indicators: quantity, quality and time frames)	3. Suggested training and / or development activity	4. Suggested mode of delivery	5. Suggested Time Frames	6. Work opportunity created to practice skill / development area	7. Support Person
ATLEAST 6 CPD (CONTINUING PROFESSIONAL DEVELOPMENT) POINTS	Engineers are accustomed to emphasizing technical and mathematical skills. However, as they move into management or into positions of influence and leadership, it becomes increasingly important that they are also proficient at listening, speaking, writing and building influence.	A course containing theoretical and practical application with coaching in the workplace following.	External provider, in line with identified unit standard	June 2015	These skills are not only important in avoiding critical errors, but are also vital skills when working with a team or presenting a project. These Interactive two to three day workshops has been specifically designed to enable engineers and technical specialists to deliver more effective outputs and to transfer knowledge to their teams or wider audience.	Municipal Manager

Employee's signature

Supervisee's signature

Date

Date

Handwritten initials

Handwritten initials