

PERFORMANCE AGREEMENT

Made and entered into by and between:

the

THEEWATERSKLOOF MUNICIPALITY

("the Municipality")


Represented by the Executive Mayor of the Municipality

and

MONWABISI HONEY GXOYIYA
Director: DEVELOPMENT SERVICES
(herein and after referred as Employee)

FOR THE

FINANCIAL YEAR: 1 JULY 2016 – 30 JUNE 2017

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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 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 Employees to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Section 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THE PERFORMANCE AGREEMENT IS TO:

- 2.1 Comply with the provisions of Section 57 (1)(b), 4(A), 4(B) and 5 of the Local Government: Municipal Systems 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 the employers expectations of the employees performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery 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 serviced delivery.



NOW THEREFORE the parties record their agreement in writing,

3. PARTIES

- 3.1 This performance agreement is concluded between the **Theewaterskloof Municipality** herein after referred to as the "municipality" and as the Employer on the one hand; and
- 3.2 **Monwabisi Honey Gxoyiya** hereinafter referred to as the Director Development, as the Employee on the other hand.
- 3.3 The parties as set out in 3.1 and 3.2 above hereby record their agreement in writing.

4. COMMENCEMENT AND DURATION

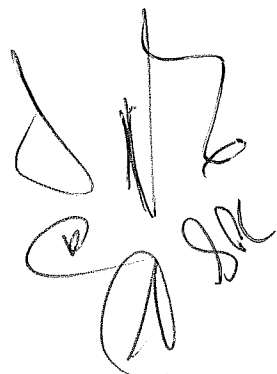
- 4.1 The agreement will come into effect on 1 July 2016 and will expire by no later than one month after the commencement of the new financial year of 2017/2018.
- 4.2 The agreement will terminate on the termination of the employee's contract of employment for any reason.
- 4.3 The content of this agreement may be revised at any given time during the abovementioned period to determine the applicability of the matters agreed upon.

5. CONDITIONS, OBLIGATIONS, PERFORMANCE MANAGEMENT SYSTEM, EVALUATION OF PERFORMANCE AND CONSULTATION PROCESS, MANAGEMENT OF EVALUATION OUTCOMES PROCESS AND DISPUTE RESOLUTION PROCEDURES

As provided for in Government Notice R.805 of August 2006 Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, Government Notice No 37245 of 17 January 2014.

6. PERFORMANCE PLAN

As attached as Annexure A to the Agreement.



7. COMPETENCY SECTION

As attached as Annexure B to the Agreement

8. OBLIGATIONS OF THE EMPLOYER

8.1 The Employer shall:

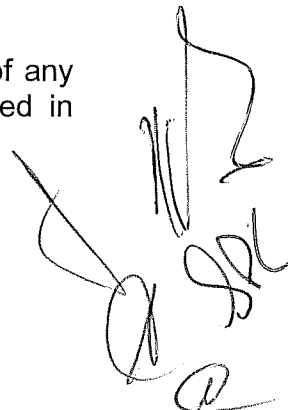
- 8.1.1 Create an enabling environment to facilitate effective performance by the employee;
- 8.1.2 Provide access to skills development and capacity building opportunities;
- 8.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee
- 8.1.4 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
- 8.1.5 Make available to the Employee such resources as the Employee may reasonable require from time to time assisting him/her to meet the performance objectives and targets established in terms of this agreement

9. CONSULTATION

9.1 The employer agrees to consult the Employee timeously where the exercising of the power will have amongst others:

- 9.1.1 A direct effect on the performance of any of the Employee's functions;
- 9.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 9.1.3 A substantial financial effect on the Employer.

9.2 The Employer agrees to inform the Employee of the outcomes of any decision taken pursuant to the exercise of powers contemplated in



clause 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

10. MANAGEMENT OF EVALUATION OUTCOMES

10.1 Where the Employer is, at any time during the Employee's employment, not satisfied with the manager's performance with respect to any matter dealt with in the agreement, the Employer will give notice to the Employee to attend a meeting;

10.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

10.3 Where there is a dispute or difference as to the performance of the Employee under this agreement, the Parties will confer with a view to resolving the dispute or difference; and

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

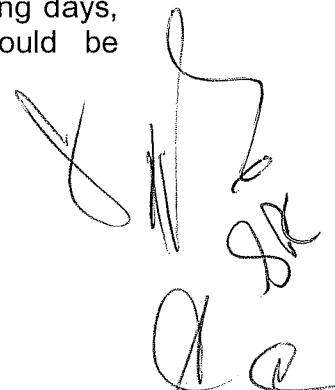
10.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

10.4.2 After appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

11. DISPUTE RESOLUTION

11.1 In the event that the Employee is dissatisfied with any decision or action of the Council in terms of this agreement, or where a dispute or difference arises as to the extent to which the employee has achieved the performance objectives and targets established in terms of this agreement, the Employee may within 3 working days meet with the Employer with a view to resolving the issue. The employer will record the of the meeting in writing;

11.2 If the Parties could not resolve the issues within 10 working days, an independent arbiter, acceptable to both Parties, should be appointed to resolve the matter within thirty days; and

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

12. GENERAL

12.1 The contents of this agreement and the outcomes of any review conducted in terms of Annexure A may be made available to the public by the Employer; and

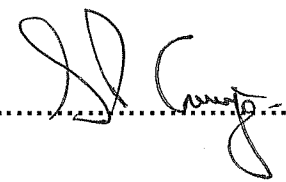
12.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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THUS DONE AND SIGNED at **Caledon** on this day of 27 July 2016,
in the presence of the undersigned witnesses

AS WITNESSES:

1. 

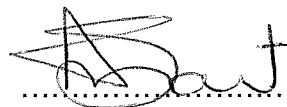
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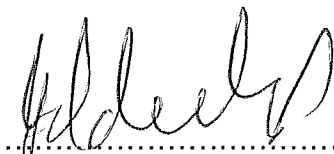
For and on behalf of the Theewaterskloof Municipality

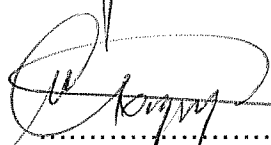

.....
He/She being duly authorized

THUS DONE AND SIGNED at **Caledon** on this day of 1 August 2016,
in the presence of the undersigned witnesses.

AS WITNESSES

1. 

2. 


.....
Monwabisi Honey Gxoyiya

ANNEXURE A

PERFORMANCE PLAN FOR THE DIRECTOR DEVELOPMENT FOR THE 2016/2017 PERFORMANCE YEAR

OBJECTIVE	KPI	PERFORMANCE STANDARD	DESIRED OUTCOME	RATING
KPA: SERVICE DELIVERY				
Develop en implement a strategy through which the standard of services and conditions within existing informal settlements can be upgraded	<p>1 Prepare a upgrading plan clearly stating what should happen where by when and what resources are required to achieve such for consideration and approval by Council</p> <p>2 Roll out the strategy</p>	<p>1 For approval by council before next pipeline and budget needs to be finalized</p> <p>2 As per the reviewed and approved business plan and progress reports to Council end of March and June 2017</p>	<p>Conditions in our informal settlements are desperate and needs to be improved dramatically and soon. The Town Offices can also not cope in maintaining insufficient services. In order to score well on this kpa there must be clear evidence of improved conditions in these settlements. Also important to note that this cannot be done with rate payers funding and HSD need to fund these upgrades</p>	20
Addressing the challenges faced by Grabouw and in the main caused by the land grab that took place during 2016	<p>1 Strategy to be adopted by Council and supported by DHS and Public Works where affected</p> <p>2 Roll out of the strategy</p>	<p>1 By end of September 2016</p> <p>2 as per the strategy and progress and performance to be reported on by the end of March and June 2017 and to the satisfaction of Council</p>	<p>This is one of the single biggest challenges faced by the Municipality and it can have a devastating impact on its sustainability and law and order in Grabouw</p>	20
	<p>Transfer at least 200 properties into the names of the beneficiaries.</p> <p>Facilitate the Transfer of Public Works land identified for Human Settlements</p>	<p>200 Title Deeds to be handed to the beneficiaries</p> <p>Properties transferred into the name of the municipality</p>	<p>Making sure that ownership is guaranteed for the beneficiaries of the government subsidy scheme.</p>	10

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OBJECTIVE	KPI	PERFORMANCE STANDARD	DESIRED OUTCOME	RATING
KPA: CORPORATE GOVERNANCE				
Address corporate governance compliance as a current obstacle towards development and growth	Review the Housing Allocation Policy.	Aligning the Municipality policy with both National and Provincial guidelines.	Making sure that beneficiaries over forty years of age are prioritized and that the integrity and general perceptions about such a process is stabilised (5)	5
	Formation of Partners with State Departments	Sign SLA with the DRDLR for small farmers	Making sure that small farmers issues are addressed (5)	5
	Restructure and re-launch the Tourism Function	<ol style="list-style-type: none"> Council approved structure by October 2017 Council approved funding policy by October 2017 Signed service level agreements with LTO's Review of Tourism strategy in line with the new structure 	A revived and operational tourism function focused on marketing and promoting the collective tourism brand.	5
	OBJECTIVE	KPI	PERFORMANCE STANDARD	DESIRED OUTCOME
KPA: INSTITUTIONAL CAPACITY				
Service Delivery improvement: Take stock of the functions of the LED and Tourism department and put strategies in place that will enable a conducive environment to promote economic development in the TWK area	Conduct a service improvement audit and Prepare an implementation plan to identify resources needed in improving the functionality of the department Roll out the implementation plan	<ul style="list-style-type: none"> Map current processes Identify areas of improvement/Review processes and get management approval by November 20165 Report on progress to council by end of March and June 2017. 		5
OBJECTIVE	KPI	PERFORMANCE STANDARD	DESIRED OUTCOME	RATING
KPA: LOCAL ECONOMIC DEVELOPMENT				

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Facilitating the creation of an enabling environment for viable economic development	Drafting and development of Investment Incentive Strategy.	Council approval of the Strategy in October and successfully roll out in terms of a project plan and to be reported on at the end of March and June 2017.	Encourage the Investors to invest in our area and in the process broaden the rates base and contribute towards job creation	10
	Compile Strategy that seeks to support Township Economy in line with National Guidelines	Identify programmes aimed at assisting entrepreneurs approved by Council and successfully roll out in terms of a project plan and to be reported on at the end of March and June 2017.	Support for emerging SMMEs as an important job creator and contributor towards a broader rates base	10
OBJECTIVE	KPI	PERFORMANCE STANDARD	DESIRED OUTCOME	RATING
KPA: FINANCIAL SUSTAINABILITY				
Recoup all Municipal funding that has been used to service land	Submit Application to the Department of Human Settlements to recoup funds used in servicing erven in Bego Street. Recoup funds used in Slovo Park	Acknowledgement of receipt of application by the Department of Human Settlements and actual funding recovered.	Municipal readiness in dealing with Housing related problems.	5
Enhance Revenue base of the Municipality	Focus on priority projects that will ultimately expand the rate base of the municipality	Drive and support the following projects. PHASE 1 extension 12 Gypsy Queen. Fright Park Quarterly Report to Portfolio Committee as per a project and performance plan adopted by the Management Team and Mayco in this respect	Making sure that the Municipality is financially viable and to enhance the ability of the municipality to perform as a developing municipality	5

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COMPETENCY FRAMEWORK STRUCTURE FOR THE 2016/17 YEAR

LEADING COMPETENCIES		SCORE
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	2/15
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	1/15
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	3/10
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial reporting and Monitoring 	5/10
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	4/10
Governance Leadership	<ul style="list-style-type: none"> • Policy Framework • Risk and Compliance Management • Cooperative Governance 	6/10
CORE COMPETENCIES		
Moral Competence		8/10
Planning and Organising		7/10
Analysis and Innovation		
Knowledge and Information Management		9/5
Communication		
Results and Quality Focus		10/5
Total		100

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