



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

PERFORMANCE AGREEMENT

entered into by and between

**Mbhashe Local Municipality, as represented by the
Municipal Manager**

MKHULULI NAKO
('the employer')

and

AVELA MASHABA
('the employee')

for the financial year :

1 July 2020 – 30 June 2021

MKHULULI NAKO A.M.L.A. B.M.



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

PERFORMANCE AGREEMENT

ACRONYMS

SDBIP	-	Service Delivery and Budget Implementation Plan
BEE	-	Black Economic Empowerment
KPA	-	Key Performance Area
KPI	-	Key Performance Indicator
PDP	-	Personal Development Plan
PA	-	Performance Agreement
CCR	-	Core Competency Requirements
PMS	-	Performance Management System
PAC	-	Performance Audit Committee

DEFINITIONS

Official Language	-	Refers to the language parties to the contract choose to use as medium for formal communication between themselves.
Financial Year	-	Refers to the 12-month period which the organisation determines as its budget year.

NN MASHABA *A.M.L.A Bm*



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

- Employee** - means a person employed by a municipality as a municipal manager or as a manager directly accountable to a municipal manager.
- Employer** - means the municipality employing a person as a municipal manager or as a manager directly accountable to a municipal manager and as represented by the mayor, executive mayor or municipal manager as the case may be;
- Employment contract** - means a contract as contemplated in Section 57 of the Act;
- Performance agreement** - means an agreement as contemplated in Section 57 of the Act; and
- the Act** - means the Local Government: Municipal Systems Act, 2000.

NN MN M C A.M.L.A

BM



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN

Mbhashe Local Municipality, herein represented by **MKULULI NAKO (ID No. 750930 5768 080)** in his capacity as Municipal Manager (hereinafter referred to as 'the Employer') and **AVELA MASHABA (ID No. 89060 2607 6083)** being a manager accountable to the Municipal Manager in terms of section 57 of the Local Government: Municipal Systems Act No. 32 of 2000, in his capacity as duly appointed Senior Manager: Developmental Planning (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 Municipal Systems Act'). The Employer and the Employee are hereinafter referred to as 'the parties'.
- 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, 2006.

NN MN me LA
Bm



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

- 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 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(4), 57(4B) and 57(5) of the Municipal Systems Act.

2. Purpose of this Agreement

The purpose of this Performance Agreement is to –

- 2.1. comply with the provisions of Section 57(1)(b), (4B) and (5) of the Municipal Systems Act as well as the Contract of Employment 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 Plans, Service Delivery and Budget Implementation Plan ('SDBIP') and the Budget of the Employer;
- 2.3. specify accountabilities as set out in the Performance Plan as set out under paragraph 4;
- 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 job;

NN MN VLO A.M.B.M L A



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

- 2.6. appropriately reward the Employee in the event of outstanding performance;
and
- 2.7. give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. Commencement and Duration

- 3.1. This Agreement will commence on 1 July 2020 and will remain in force until 30 June 2021, at the end of which the parties shall negotiate a new Performance Agreement in terms of the Provisions of Section 57(2) (a) of the Act.
- 3.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement that replaces the previous Agreement at least once a year within one month after the commencement of the new financial year.
- 3.3. This Agreement will terminate on the termination of the Employee's Contract of Employment for any reason.
- 3.4. If at any time during the validity of this Agreement the work environment alters to the extent that the contents of this Agreement are no longer appropriate, the contents must, by mutual agreement between the parties, immediately be revised.

4. Performance Plan

NW MN Mc A.M BM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

4.1. By their signatures hereunder, the Parties hereby accept the Performance Plan as documented below, as the basis upon which performance will be monitored and measured.

4.2 The performance Plan consists of the following areas, forming separate Paragraphs to this Agreement:

4.2.1 Performance objectives – set out under paragraph 5;

4.2.2 Performance management systems – set out under paragraph 6;

4.2.3 Evaluation of performance – set out paragraph 7;

4.2.4 Annual performance appraisal – set out under paragraph 8;

4.2.5 Schedule of performance reviews – set out under paragraph 9;

4.2.6 Personal development requirements – set out under paragraph 10.

5. Performance objectives

5.1. The Parties hereto agree to set the performance objectives and targets, as reflected in the following attachments.

5.1.1 The Service Delivery and Budget Implementation Plan (SDBIP)
(Departmental Scorecard) – **ANNEXURE A;**

And

NN MN wa Am Bm LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

5.1.2 The Personal Development Plan (PDP) – ANNEXURE B.

5.2. The performance objectives and targets agreed to are to be achieved within the specified time frames as set out in Annexure A.

5.3. The performance objectives and targets as reflected in Annexure A, are based on the Integrated Development Plan and the Budget of the Employer and include:

5.3.1 *Key objectives* – which describe the main tasks that need to be done;

5.3.2 *Key performance indicators* – which provide the details of the evidence that must be provided to show that a key objective has been met;

5.3.3 *Target dates* – within which the objective and targets must be met; and

5.3.4 *Weightings* – which show the relative importance of the key objectives to each other.

5.4 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.

6. Performance Management System

NN MN M-A-M BM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

- 6.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer.

- 6.2 The Employee accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standard required.

- 6.3 The Employer will consult the Employee in respect of any specific performance standards that will be included in the performance management system that are applicable to the Employee.

- 6.4 The Employee undertakes to actively focus towards the promotion and Implementation of the Key Performance Areas (KPA's) (including special projects relevant to the Employee's responsibilities) within the local government framework.

- 6.5 The criteria upon which the performance of the Employee is to be assessed consist of two components, namely KPA's and Core Competency Requirement (CCRs), with a weighting of 80:20 allocated to the KPA's and the CCRs respectively.

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

- 6.7 KPA's covering the main areas of work will account for 80% and CCRs

NN MGN

A.M BM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

will account for 20% of the final assessment.

- 6.8 The Employee's assessment will be based on performance in terms of the outputs/outcomes (performance indicators), identified as per Annexure A, which are linked to the KPAs and which constitutes 80% of the overall assessment result as per the weightings agreed to be between the Employer and Employee as follows:

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	10
Municipal Institutional Development and Transformation	10
Local Economic Development (LED)	50
Municipal Financial Viability and Management	0
Good Governance and Public Participation	30
Total	100%

- 6.9 The CCRs will make up the other 20% of the Employee's assessment score. CCRs which are competencies that cuts across all levels of work in a municipality are agreed to between the Employer and Employee.

Below is a list of Leading and Core competencies as stipulated in the Local Government: Regulations on appointment and conditions of Employment of Senior Managers:

NN Mca MN

Am BM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
 454 Streatfield Street, Dutywa, Eastern Cape Province
 Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
 www.mbhashemun.gov.za

COMPETENCY FRAMEWORK FOR SENIOR MANAGERS		
Leading Competencies :		Weight
Strategic Direction and Leadership	• Impact and Influence	20%
	• Institutional Performance Management	
	• Strategic Planning and Management	
	• Organisational Awareness	
People Management	• Human Capital Planning and Development	20%
	• Diversity Management	
	• Employee Relations Management	
	• Negotiation and Dispute Management	
Programme and Project Management	• Program and Project Planning and Implementation	20%
	• Service Delivery Management	
	• Program and Project Monitoring and Evaluation	
Financial Management	• Budget Planning and Execution	20%
	• Financial Strategy and Delivery	
	• Financial Reporting and Monitoring	
Change Leadership	• Change Vision and Strategy	10%
	• Process Design and Improvement	
	• Change Impact Monitoring and Evaluation	
Governance Leadership	• Policy Formulation	10%
	• Risk and Compliance Management	
	• Cooperative Governance	
Total		100%

7. Evaluating performance

7.1. The following standards and procedures shall apply in the evaluation of performance of the Employee:

7.1.1. The Employer shall, for every quarter of the financial year, on the basis of a self evaluation written report from the Employee, and his own assessment evaluate the Employee's performance. The reports may be subjected to further review by the Performance Audit Committee of Mbashe Local Municipality.

NN WICMN *AcM BM LA*



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

- 7.1.2. The said report from the Employee must be made available to the Employer within **(5) five working days** after the last day of the quarter (three month period).
- 7.1.3 The said report shall indicate any problems or impediments encountered by the Employee in meeting the targets provided for within the timeframes of the KPA and CCR's scorecards.
- 7.1.4 Should the problems or impediments not be the fault of the Employee, the report should propose new timeframes for the achievement of the said objectives.
- 7.1.5 The Employer shall within fourteen (14) days upon the receipt of a report indicating such impediments as described in paragraph 7.1.3. above , respond in writing to the Employee either the acceptance or rejection of the revised target timeframes.
- 7.1.6 The Employee must ensure any new time-frames or variances and corrective measures agreed to in terms of this paragraph, are where appropriate, correctly reflected in the monthly reports submitted to the Employer so as to allow the Municipal Manager to comply with the reporting requirements under section 71(1) of the Municipal Finance Management Act 56 of 2003.



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

7.1.7 The Employer shall, in the event of substandard performance by the Employee convene a meeting with the Employee where he will:

- (a) give feedback in respect of the substandard performance;
- (b) explain the requirements, levels, skills and nature of the posts;
- (c) evaluate the Employees performance in relation to this Agreement;
- (d) afford the Employee an opportunity to respond to the substandard performance outcomes.

7.1.8 After considering the submissions made by the Employee in terms of subparagraph 7.1.7(e) above the Employee may, if necessary –

- (a) Initiate a formal programme of counselling and training to enable the Employee to reach the required standard of performance, which must include –
 - i. Assessing the time that it will take for the Employee to deal with the substandard performance;
 - ii. Establish realistic timeframes within which the municipality will expect the Employee to meet the required performance standard; and
 - iii. Identify and providing appropriate training for the Employee to reach the required standard of performance.
- (b) Establish ways to address any factors that affected the Employee's performance that lay beyond the Employee's control.

NN MCG MN A.M BM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

- 7.1.9 If, after the application of corrective measures as set out in paragraph 7.1.8 above, and after a reasonable time has been given for the Employee to improve his performance, the Employee continues to fail to meet the required performance standard for the post, or refuses to take part in any programme intended to correct the substandard performance, the Employer shall report the allegation of substandard performance of the Employee, to Council to commence formal disciplinary proceedings as stipulated in terms of the Local Government: Disciplinary Regulations for Senior Managers 2010, with a view of terminating the employment of the Employee in accordance with the provisions of the written Contract of Employment
- 7.2. The Employer may penalise the Employee by withholding any recognition of performance in the following circumstances :
- 7.2.1. The Employee fails to comply with this Agreement;
- 7.2.2. The Employee's leave record in respect of absenteeism and leave without pay shows a lack of commitment to his work.
- 7.2.3 The Employee has been found guilty of misconduct in a disciplinary hearing during the period of this Agreement.
- 7.3 Should the Employee fail to submit his self assessment for each or any quarter within the prescribed period as set out in paragraph 7.1 above, the Employer may disregard the self assessment for that quarter and give a score of zero to the Employee.
- 7.4 The Employer shall not be entitled to give a score of zero where the Employee has failed to submit a self assessment report, as provided for under paragraph 7.3 above, where the Employee's failure to submit the self

me MN A.MBM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

assessment is a result of any of the following events which are beyond the control of the employee:

- (a) the Employee is on sick leave, as per the conditions outlined in the applicable municipal policy, thus losing essential time that would allow the Employee to complete and submit the self assessment timeously;
- (b) the Employee is away from the office on official Council business for any period of time within which the self assessment is due;
- (c) the Employee is on approved annual or any other leave at the time which the self assessment is due.

7.5 In the event of any of the occurrences listed under paragraph 7.4 above, the Employee must advise the Employer in writing to the effect that the self assessment cannot be submitted timeously.

7.6 The Employer must immediately acknowledge receipt of the Employee's submission under paragraph 7.5 above and indicate his agreement that the self assessment cannot be submitted timeously, and to then provide the Employee with an alternative date on which the self assessment report may be submitted.

7.7 The Employer must give the Employee notice in writing that he is contemplating not evaluating the Employees quarterly performance for reasons listed under paragraphs 7.2 and 7.4, to allow the Employee to provide further submission in this regard.

NNM/MW A.MBM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

8. Annual performance appraisals

8.1. The annual performance appraisal will involve:

8.1.1 Assessment of the achievement of results as outlined in the
Annexure A, as follows:

8.1.1.1 Each KPA will 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;

8.1.1.2 An indicative rating on the five –point scale will be provided
for each KPA;

8.1.1.3 The applicable assessment rating calculator will then be
used to add the scores and calculate the final KPA score.

8.1.2 Assessment of the CCR as follows:

8.1.2.1. Each CCR will be assessed according to the extent to
which the specified standards have been met;

8.1.2.2 An indicative rating on the five point scale will be provided
for each CCR;

NN M C MN A MBM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
 454 Streatfield Street, Dutywa, Eastern Cape Province
 Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
 www.mbhashemun.gov.za

8.1.2.3 This rating will be multiplied by the weighting given to each
 CCR agreed to in this Agreement to provide a score;

8.1.2.4 The applicable assessment rating calculator must then be
 used to add the scores and calculate the final CCR score.

8.1.3 Overall rating as follows:

8.1.3.1 An overall rating is calculated by using the applicable
 assessment rating calculator. Such overall rating represents
 the outcome of the performance appraisal.

8.1.3.2 The assessment of the performance of the Employee will be
 based on the following rating scale for KPA's and CCR's

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 expectation	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					

NN WIC MN A.M BM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
 454 Streatfield Street, Dutywa, Eastern Cape Province
 Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
 www.mbhashemun.gov.za

		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 achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.	
2	Performance not fully effective	Performance is below the standard required for the job to 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.	

NN W/C MN

A.M. B.M. L.A



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

8.2 The evaluation of the annual performance of the Employee, shall be conducted by a panel consisting of the following:

- Municipal Manager;
- Chairperson of the Performance Audit Committee or Audit committee in the absence of a Performance Audit Committee
- A member of the Mayoral or Executive Committee, and
- The Municipal Manager from another Municipality.

9. Schedule for performance reviews

9.1. The performance of the Employee in relation to his Performance Agreement shall be reviewed on the following dates:

First quarter	:	July – September:	14	October	2020
Second quarter	:	October – December:	20	January	2021
Third quarter	:	January – March	21	April	2021
Fourth quarter	:	April June:	21	July	2021

9.2. The performance panels will sit annually as in line with the Performance Management Framework.

9.3. The Employer must keep a record of the mid-year review and quarterly assessment meetings.

NN WIG MN

A.M B.M L.A



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

- 9.4. Performance feedback must be based on the Employer's assessment of the Employee's performance.
- 9.5. The Employee will be entitled to review and make reasonable changes to the provisions of the Performance Plan from time to time for operational reasons on agreement between both parties.
- 9.6. The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.
- 9.7. 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.

10. Developmental requirements

- 10.1 A Personal Development Plan (PDP) (Annexure B) for addressing developmental gaps must form part of the Performance Agreement.
- 10.2 Personal growth and development needs identified during any performance review discussion must be documented in the PDP as well as the actions agreed to as well as implementation time frames.

11. Obligations of the Employer

NN MN MC A.M. BM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

11.1. The Employer must –

11.1.1. create an enabling environment to facilitate effective performance by the Employee;

11.1.2. provide access to skills development and capacity building opportunities;

11.1.3. work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

11.1.4. on the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

11.1.5. 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.

12. Consultation

12.1. The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others -

12.1.1. a direct effect on the performance of any of the Employee's functions;



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

12.1.2. commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3 have a substantial financial effect on the Employer.

12.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

13. Management of evaluation outcomes

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

13.2. A performance bonus ranging from 5% to 14% of the all inclusive remuneration package may be paid to the Employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that –

13.2.1. a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

13.2.2. a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

13.3. Should the awarding of performance bonus be appropriate as provided

NN M G MN Am Bm LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

for under paragraph 13.2 above, such performance bonus will be
subject to the following conditions:

13.3.1. The Employee having completed 2 consecutive quarters in full for
the applicable performance year.

13.3.2. Should the Employee have been appointed for less than 12 months, a
pro rata performance bonus will apply.

13.4. In the case of unacceptable performance, the Employer shall:

13.4.1 provide systematic remedial or developmental support to assist
the Employee to improve his/her performance in line with the
provision of paragraph 7.1.8; and,

13.4.2 after appropriate performance counselling and having provided
the necessary guidance or support and reasonable time for
improvement
in performance, and performance does not improve, the Employer may
consider steps as provided for this Agreement to terminate the Contract
of Employment of the Employee on ground of unfitness or incapacity to
carry out his duties.

NN MC MN

A.M BM LA



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

14. Dispute resolution

- 14.1. Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the Agreement, must be mediated by the Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both parties.
- 14.2. Any disputes about the outcome of the Employee's performance evaluation, must be mediated by a member of the Municipal Council, provided that such member was not part of the evaluation panel provided for in 7.5, within thirty (30) days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both parties.

15. General

- 15.1. The contents of the Performance Agreement will be made available to the public by the Employer in accordance with the Municipal Finance Management Act, 2003 and Section 46 of the Municipal Systems Act.
- 15.2. Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his Contract of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

Thus done and signed at Dutywa on this 23 day of July 2020

AS WITNESSES :

1.

2.

MUNICIPAL MANAGER

AS WITNESSES :

1.

2.

SENIOR MANAGER:

DEVELOPMENTAL PLANNING



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

APPENDIX 1

Commitment of Managers directly reporting to the Head of Department (Sec 56 Manager reporting directly to the Municipal Manager)

This appendix serves as a commitment from managers reporting directly to the HOD (Section 56 Manager reporting directly to the Municipal Manager) in support of achieving targets as set in the SDBIP Scorecard attached hereto as Annexure A. This is to fulfil the support and co-operation on responsibilities allocated towards the attainment of the set targets for the units in the department contributing to the departmental overall performance. This is done according to the adopted establishment plan.

The following are the signatories for HEADS OF SECTIONS (Managers and Officers reporting to Senior Managers)

Unit : LAND AND HOUSING
Title : Land and Housing Manager
Name & Surname : Mr L. Qunta
Signature : L. Qunta Date : 23/07/2020

Unit : LOCAL ECONOMIC DEVELOPMENT
Title : LED OFFICER
Name & Surname : Mr. M. Sibaca
Signature : M. Sibaca Date : 23/07/2020

Unit : FACILITIES MANAGEMENT
Title : FACILITIES OFFICER



MBHASHE LOCAL MUNICIPALITY

All correspondence to be directed to the office of the Municipal Manager
454 Streatfield Street, Dutywa, Eastern Cape Province
Tel: 047 489 5864/34 • Email: info@mbhashemun.gov.za
www.mbhashemun.gov.za

Name & Surname :

Mr. X. Susela

Signature :

Date :

23/07/2020

Unit :

LOCAL ECONOMIC DEVELOPMENT

Title :

Enterprise Development

Name & Surname :

Mr L. Tshaya

Signature :

Date :

23/07/2020

Unit :

LOCAL ECONOMIC DEVELOPMENT

Title :

AGRICULTURAL OFFICER

Name & Surname :

Mr B. Mabiya

Signature :

Date :

23/07/2020

FOCUS AREA	OBJECT OR SERVICE	INDICATOR	BASELINE	B2B ANNUAL BUDGET	MBHASHE LOCAL MUNICIPALITY			QUARTER 1			QUARTER 2			QUARTER 3			QUARTER 4				
					ANNUAL TARGET	MILEST ONE	BUDGET	EVIDENCE TO BE SUBMITTED	MILEST ONE	BUDGET	EVIDENCE TO BE SUBMITTED	MILEST ONE	BUDGET	EVIDENCE TO BE SUBMITTED	MILEST ONE	BUDGET	EVIDENCE TO BE SUBMITTED	MILEST ONE	BUDGET	EVIDENCE TO BE SUBMITTED	
Facilities Management	To create conducive working environment for employees by 2022	MTI 4	9	R2 300 000	10	3	R1 000 000	1. Signed progress report by SM 2. Pictures of before and after 3. Expenditure report	2. municipal facilities maintained (Galyana municipal facility and staff accommodation)	1. Signed progress report by SM 2. Pictures of before and after 3. Expenditure report	2. municipal facilities maintained (Xhorna workshop offices)	R300 000	1. Signed progress report by SM 2. Pictures of before and after 3. Expenditure report	3. municipal facilities maintained (Executive house, customer care building and craft center)	R600 000	1. Signed progress report by SM 2. Pictures of before and after 3. Expenditure report	10	SM: Developmental Planning			
					9	10	R2 300 000	3 municipal facilities maintained (Duywa TRC, Duywa Town Hall and Executive House, Duywa Main building, Staff accommodation, Galyana municipal facilities, Xhorna municipal facilities, Workshop offices, customer care building and craft center)	1. Signed progress report by SM 2. Pictures of before and after 3. Expenditure report	2. municipal facilities maintained (Galyana municipal facility and staff accommodation)	1. Signed progress report by SM 2. Pictures of before and after 3. Expenditure report	2. municipal facilities maintained (Xhorna workshop offices)	R300 000	1. Signed progress report by SM 2. Pictures of before and after 3. Expenditure report	3. municipal facilities maintained (Executive house, customer care building and craft center)	R600 000	1. Signed progress report by SM 2. Pictures of before and after 3. Expenditure report	10	SM: Developmental Planning		
					2	2	R150 000	2. developed and approved municipal drawings for the Willowvale and Xhorna Offices.	Signed assessment report by SM	Develop conditional assessment report for Xhorna building	1. Signed assessment report by SM 2. Expenditure report	1. Signed assessment report by SM 2. Expenditure report	Draft plans for Galyana and Xhorna building	R100 000	1. Draft plan signed by SM 2. Expenditure report	1. Final and approved drawings by MM 2. Expenditure report	R50 000	1. Final and approved drawings by MM 2. Expenditure report	11	SM: Developmental Planning	
					54	54	R0	1 carpet installed at Willowvale and Xhorna Offices.	N/A	N/A	N/A	N/A	1 carpet installed at staff accommodation	R0	Completion certificate	N/A	N/A	R0	N/A	12	SM: Developmental Planning
					2	2	R545 000	2 generators installed at Willowvale and Xhorna Offices.	N/A	N/A	R545 000	1. Signed report by SM 2. Pictures of before and after 3. Expenditure report	Installation of generator at Xhorna and TESKO	1. Signed report by SM 2. Pictures of before and after 3. Expenditure report	N/A	N/A	R0	N/A	R0	N/A	13

Agricultural development and food security	To promote agrarian reform and increase food security to emerging farmers by 2022	LED 1	By providing assistance to emerging farmers in primary production	Crop production, stock improvement, Shear Shed and fencing material	Number of programs implemented to assist emerging farmers (Crop production and stock remedy) at (Ward 2 - 32)	LED 1.1	10	R3 200 000	2 programs implemented to assist emerging farmers (Crop production and stock remedy) wards 2-32	R20 000	1. Signed report by SM 2. Confirmation by beneficiary on the assessment done	Delivery of maize production inputs to farmers association as per the assessment done	R2 500 000	R500 000	1. Detailed report signed by SM 2. Delivery notes signed by farmers	Supply and delivery of stock remedy to 31 wards	R680 000	1. Detailed report on stock remedy signed by SM 2. Delivery notes signed by farmers	Conduct an oversight visit on the support provided to farmers	R0	1. Detailed report signed by SM 2. Attendance register	SM: Final Planning	45
Agro-processing	To ensure use of agricultural value chain to stimulate local economic development in deprived areas by 2022	LED 2	By encouraging value chain and local economic development through support given to emergent enterprises and high value crops	High Value Crops (Liywa Moringa)	Number of High Value Crop enterprises supported with agricultural inputs and tools of trade as per approved business plan (Liywa Moringa)	LED 2.1	6	R250 000	1 High Value enterprise supported with agricultural inputs and tools of trade as per approved business plan (Liywa Moringa)	R100 000	Delivery note signed by project member and project manager	Procurement of tools of trade	R150 000	R0	Delivery note signed by project member and project manager	Evaluation on support provided to Liywa Moringa	R0	Evaluation report signed by SM	Evaluation on support provided to farmers for Xhoma-1 and Gayama-1	R40 000	1. Signed Report by SM 2. Attendance register	SM: Final Planning	46
Agro-processing	To ensure use of agricultural value chain to stimulate local economic development in deprived areas by 2022	LED 3	By facilitating the short and long term employment initiatives as per the economic sectors (agriculture, tourism, community services and infrastructure)	Job creation on the short term employment initiatives as per the economic sectors (agriculture, tourism, community services and infrastructure)	Number of participants on the short term employment initiatives as per the economic sectors (agriculture, tourism, community services and infrastructure)	LED 3.2	6	R0	20 short term employment opportunities created as per the economic sectors in agric, tourism, community services and infrastructure	R0	Quarterly report signed by SM with contracts	Development of quarterly report on employment opportunities created (agriculture, tourism, community services and infrastructure)	R0	R0	Quarterly report signed by SM with contracts	Development of quarterly report on employment opportunities created (agriculture, tourism, community services and infrastructure)	R0	Quarterly report signed by SM with contracts	Development of quarterly report on employment opportunities created (agriculture, tourism, community services and infrastructure)	R0	Quarterly report signed by SM with contracts	SM: Final Planning	49

Investment Promotion	To encourage investment through viable investment strategies by 2022	LED 4	By promoting investment opportunities	Investment brochure	Number of marketing tools for profiling agricultural tourism and marine, mining, and land development opportunities investment opportunities	LED 4.1	1	R 100 000	2	Develop marketing and consultancies for profiling agricultural tourism and marine investment opportunities	R 100 000	R 0	1. Signed report by SM and project steering committee signed by SM 2. Consultation report signed by SM 3. Attendance register	1. Inception meeting and project steering committee meetings 2. Project steering reports signed by the SM 3. Attendance registers	Develop marketing tools (DVD & Brochure)	R100 000	Copy of DVD & Brochure	Conducting of the Business Conference	R 0	1. Signed report by SM 2. Pictures of the event 3. Attendance register	SM: Developmental Planning	50
Enterprise support and capacitate SME and develop enterprise by 2022	LED 5	By assisting with development of economic infrastructure	Investment brochure	Number of marketing tools for profiling agricultural tourism and marine, mining, and land development opportunities investment opportunities	LED 5.1	85	R150 000.00	60	hawkers stalls installed at Duthwa, Xhorne and Galyana	Conduct Assessment on hawkers stalls to be installed at Duthwa	R 150 000	R 0	1. Assessment report signed by SM 2. Expenditure report	Assessment report on hawkers stalls installed at Xhorne	Assessment report signed by SM	R 0	Assessment report signed by SM	Installation of 60 Hawker stalls	R 0	1. Report signed by SM 2. Pictures of the event	SM: Developmental Planning	51
Enterprise support and capacitate SME and develop enterprise by 2022	LED 5	By facilitating rehabilitation of municipal or state properties	Investment brochure	Number of marketing tools for profiling agricultural tourism and marine, mining, and land development opportunities investment opportunities	LED 5.2		R 0	1	municipal property assessed in each ward (1, 13 & 25)	Conduct assessment on municipal property at ward 1	R 0	R 0	1. Assessment report signed by SM	Assessment report on municipal property at ward 25	Assessment report signed by SM	R 0	Assessment report signed by SM	Develop business plan and apply for funding to relevant stakeholders	R 0	1. Business plan signed by SM 2. Proof of submission to relevant stakeholder	SM: Developmental Planning	52
Enterprise support and capacitate SME and develop enterprise by 2022	LED 5.3	State properties	Investment brochure	Number of marketing tools for profiling agricultural tourism and marine, mining, and land development opportunities investment opportunities	LED 5.3		R 0	1	state property acquired in each unit in Duthwa, Xhorne and Galyana	Motivation report for the request in the state owned properties to state owned stakeholder	R 0	R 0	1. Signed report by SM and proof of submission	Follow up on the request made on properties	1. Signed report by SM 2. Proof of the follow up	R 0	1. Signed report by SM 2. Proof of the follow up	1 state owned property acquired in each unit at ward 1, 13 & 25	R 0	1. Letters of approval from stakeholder 2. Proof of approval from stakeholder	SM: Developmental Planning	53
Enterprise support and capacitate SME and develop enterprise by 2022	LED 5.4	State properties	Investment brochure	Number of marketing tools for profiling agricultural tourism and marine, mining, and land development opportunities investment opportunities	LED 5.4	135	R600 000	50	SMME's supported with tools of trade/training as per approved concept plan (Duthwa, Galyana and Xhorne)	Advert for SMME funding and conducting of trade/training as per assessment	R50 000	R400 000	1. Signed Assessment report by SM 2. Copy of an advert register of SMME's that have applied	10 SMME's supported with tools of trade/training as per assessment	1. Signed report by SM 2. Acknowledgement of receipt signed by project member for tools of trade 3. Attendance register for trade	R300 000	1. Signed report by SM 2. Acknowledgement of receipt signed by project member for tools of trade 3. Attendance register for trade	25 SMME's supported with tools of trade/training as per assessment done	R50 000	1. Signed report by SM 2. Acknowledgement of receipt signed by project member for tools of trade 3. Attendance register for trade	SM: Developmental Planning	54

Public participation	To ensure that all stakeholders participate in the affairs of the municipality	GGP 11	By strengthening of community participation	Establishment of PSCs	Number of PSC meetings convened/established	GGP 11.3	Putting People First	R0	36 PSC meetings convened/established	8 PSC meetings held	R0	Minutes and attendance register	10 PSC meetings held	R0	Minutes of the PSC meeting and attendance register	9 PSC meetings held	R0	Minutes of the PSC meeting and attendance register	9 PSC meetings held	R0	Minutes of the PSC meeting and attendance register	SM: Developmental Planning	1:9
----------------------	--	--------	---	-----------------------	---	----------	----------------------	----	--------------------------------------	---------------------	----	---------------------------------	----------------------	----	--	---------------------	----	--	---------------------	----	--	----------------------------	-----

Signed by: A. Mashaba

Designation: Sr Manager: Development Planning

Date: 23/07/2020

Approved by: M Nkomo

Designation: Municipal Manager

Date:




PERSONAL DEVELOPMENT PLAN

NAME: AVELA MASHABA

JOB TITLE: SENIOR MANAGER: DEVELOPMENTAL PLANNING

EMPLOYER: MBHASHE LOCAL MUNICIPALITY

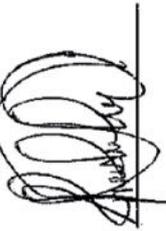
FINANCIAL YEAR: 2020/21

COMPETENCY AREA TO BE ADDRESSED	PROPOSED ACTIONS/DEVELOPMENT ACTIVITY	RESPONSIBILITY	TIME- FRAME	EXPECTED OUTCOME
Performance Management	Course training accredited by Local Government Sector Education and Training Authority (LGSETA)	Senior Manager; Corporate Services and Municipal Manager	By 30 June 2021	Achieving the minimum required competences
Change Management	Course training accredited by Local Government Sector Education and Training Authority (LGSETA)	Senior Manager; Corporate Services and Municipal Manager	By 30 June 2021	Achieving the minimum required competences
Conflict Management	Course training accredited by Local	Senior Manager; Corporate Services	By 30 June 2021	

	Government Sector Education and Training Authority (LGSETA)	and Municipal Manager		

Prepared by;

A.Mashaba



SM: Developmental Planning

Approved by:

M.Nako



Municipal Manager