

# PERFORMANCE AGREEMENT

Entered into by and between

Mbhashe Local Municipality, as represented by the Municipal Manager

MKHULULI NAKO ('the employer')

and

NTOMBIZODWA MAHLATI- NKUHLU ('the employee')

For the financial year: 1 July 2022 – 30 June 2023

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# 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.

**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 manger as the case may be;

Employment contract - means a contract as contemplated in Section 57 of PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU

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.

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#### ENTERED INTO BY AND BETWEEN

Mbhashe Local Municipality, herein represented by MKHULULI NAKO (ID No. 750930 5768 080) in his capacity as Municipal Manager (hereinafter referred to as 'the Employer')

and

NTOMBIZODWA MAHLATHI NKUHLU, (ID No. 6708 020 739 084) 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: Corporate Services (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.
- 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.

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# 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;
- 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 2022 and will remain in force until 30 June 2023, 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.

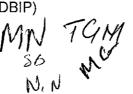
#### 4. Performance Plan

- 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

- 5.1.2 The Personal Development Plan (PDP) ANNEXURE B.
- The performance objectives and targets agreed to are to be achieved within 5.2. the specified time frames as set out in Annexure A.
- 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.

# **Performance Management System**

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

- The Employee undertakes to actively focus towards the promotion and Implementation of the Key Performance Areas (KPAs) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- The criteria upon which the performance of the Employee is to be assessed consist of two components, namely KPAs and Core Competency Requirement (CCRs), with a weighting of 80:20 allocated to the KPAs 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 KPAs covering the main areas of work will account for 80% and CCRs 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	
Municipal Institutional Development and Transformation	80%
Local Economic Development (LED)	
Municipal Financial Viability and Management	
Good Governance and Public Participation	20%
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:

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	RK FOR SENIOR MANAGERS	
Leading Competencies :		Weight
0, 1, 5, 5, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	Impact and Influence	15%
Strategic Direction and	Institutional Performance Management	
Leadership	Strategic Planning and Management	]
	Organisational Awareness	
	Human Capital Planning and Development	20%
People Management	Diversity Management	]
. copie managomen	Employee Relations Management	e de la company
	<ul> <li>Negotiation and Dispute Management</li> </ul>	
	Program and Project Planning and	10%
Drogramme and Project	Implementation	
Programme and Project Management	Service Delivery Management	
Management	Program ad Project Monitoring and	
	Evaluation	
	Budget Planning and Execution	10%
Financial Management	Financial Strategy and Delivery	1
-	Financial Reporting and Monitoring	1
	Change Vision and Strategy	10%
Change Leadership	Process Design and Improvement	1070
onango zoudoromp	Change Impact Monitoring and Evaluation	-
	Policy Formulation	10%
Governance Leadership	Risk and Compliance Management	10/0
•	Cooperative Governance	a a a a a a a a a a a a a a a a a a a
Problem Solving and	·	10%
Analysis	<ul> <li>Ability to critically analyse information, challenges and trends</li> </ul>	1076
Allalysis	Establish and implement innovative fact	
	based solutions to improve institutional	
	processes	
Client Orientation and	Ability to maintain high quality standards	5%
Customer Focus	whilst remaining focused to achieve	0,0
	quality outputs	
	Ability to monitor and measure results	
	and quality against identified objectives	
Communication	Ability to communicate professionally	5%
	with others from different levels	
	Ability to share information, knowledge	
	and ideas in a clear, focussed and	
	concise manner	
	Ability to professionally convince or	
	persuade others so as to achieve the	
	desired outcomes	
Honesty and Integrity	Always conduct self in alignment with	5%
	values of the institution and Local	
	Government	
	Apply reasoning that promotes honesty	
	and integrity	
	Consistently display behaviour that is	material state of the state of
	against fraud and corruption	
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 Mbhashe Local Municipality.
  - 7.1.2. The said report from the Employee must be made available to the Employer within (3) three 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 seven (7) 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.
  - 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
    - 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.
- 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

- The Employer may penalise the Employee by withholding any recognition of 7.2. 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.
- Should the Employee fail to submit his self assessment for each or any 7.3 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 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.
- In the event of any of the occurrences listed under paragraph 7.4 above, 7.5 the Employee must advise the Employer in writing to the effect that the self assessment cannot be submitted timeously.
- The Employer must immediately acknowledge receipt of the Employee's 7.6 submission under paragraph 7.5 above and indicate his agreement that the self assessment cannot be submitted timeously, and to then provide the

PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU

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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.

# 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;
    - 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:

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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

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_evel	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 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.				Ą	An	

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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.	
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- 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.

# Schedule for performance reviews

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

First quarter	:	July –	September	: 14	October	2022
Second quarter	•	October	<ul> <li>Decemb</li> </ul>	er: 20	January	2023
Third quarter	:	January	– Ma	rch 2	1 April	2023
Fourth quarter	:	April-	June:	21	July	2023

- The performance panels will sit annually as in line with the 9.2. Performance Management Framework.
- The Employer must keep a record of the mid-year review and quarterly 9.3.

- 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

- 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;
  - 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 AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU

n the basis for rewarding erformance.

all inclusive remuneration ognition of outstanding UHLU MN TGM

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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 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, ad 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.

#### 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 PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2022 FY N. MAHLATI- NKUHLU MAN TOMBON SERVICES OF THE PERFORMANCE AGREEMENT 2022/2

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.

Thus done and signed at Dutywa on this 23 day of Juny 2022

AS WITNESSES:

1.

MUNICIPAL MANAGER

AS WITNESSES:

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2. A.MOOHU

SENIOR MANAGER: CORPORATE SERVICES

#### **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 cooperation 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 Manager)

Unit : HUMAN RESOURCES MANAGEMENT

Title : HR Manager

Name & Surname : Nonzwakazi-Hanise

Signature : Date : 19 07 2022

Unit : INFORMATION AND COMMUNICATION TECHNOLOGY

Title : IT Manager

Name & Surname : Mr Siyamthanda Mashologu

Signature : (C) Date : 15/08/2022

Unit : ADMINISTRATION

Title : Administration Manager

Name & Surname : Mr Sisa Baliso

Signature : Date :  $\frac{28 \circ 7}{20}$ 

1	1.1	September 1								KPA 1: MUNICIPA	MBHASI L TRANSFORMATION		UNICIPALITY SATIONAL DEVELOP	MENT 80 %										
FOCUS AREA	OBJECTIVE	OBJ No.	STRATEGY	PROJECT	INDICATOR	IND No.	BASELI NE		NNUAL IUDGET	ANNUAL TARGET	MILESTONE	QUARTER 1 BUDGET	EVIDENCE TO BE SUBMITTED	MILESTONE	BUDGET		QU MILESTONE	BUDGET	BE .	MILESTONE	BUDGET		RESPO NSIBLE OFFICIA	
ent	To provide and enhance skills among the Councilors, Traditional Leaders, Ward Committees, unemployed youth and Employees to ensure effective service delivery by 2027	MTI 1	By up skilling employees and Councillors through formal and informal qualifications as per WSP and other funders (SETA, SALGA, TVET)	Study Assistance	Number of formal qualifications registered Anformal qualifications conducted as per approved skills development plan (WSP,SETA, SALGA, TVET)	MTI 1.1	R57	Building Institutional resillence and administrati ve Capability		registered and 12 Informal qualifications	5 informal qualifications conducted as per WSP and other funders (SETA, SALGA, TVET)	R988,000	Signed Report by Senior Manager, Attendance Register and expenditure report	3 informal qualifications conducted as per WSP and other funders (SETA, SALGA, TVET)	R619,000	Senior Manager, Attendance	2 informal qualifications conducted as per WSP and other funders (SETA, SALGA, TVET)  9 Formal qualifications: ND in Public Administration; ND in Safety Management; ND in Construction Management; LLB Degree: Degree in Public Administration/Manageme nt and Post Grad Degree in Archives and Records Management; NHC in Archives and Records, Diploma in Project Management and Honours in Public Administration	R1,919,000	Signed Report by Senior Manager for 2 informal qualifications, Attendance Register, expenditure repor and Signed Report on registered learners, proof of registration and expenditure repor	qualifications conducted as per WSP and other funders (SETA, SALGA, TVET)	R369,000	Signed Report by Senior Manager, Attendance Register and expenditure report	SM Corporate Services	1
egozietes				Unemployed Community Programs (youth, women and other groups.)	Number of unemployed youth participating in internship and learnership programs (Youth, Gender and persons leaving with disabilities)	MTI 1.2	R109	Building Institutional resilience and administrati ve Capability		youth participating in	30 unemployed youth participating in internship & learnership programs	R375,000	Generated report from the system     Signed Quarterly report with the number and names of learmers recruited     Expenditure report	30 unemployed youth participating in internship & learnership programs	R375,000	recruitment	30 unemployed youth participating in internship & learnership programs	R375,000	Generated report from the system     Signed Quarterly report with the number and names of learmers recruited.     Expenditure report.	30 unemployed youth participating in internship & learnership programs	R375,000	Generated report from the system     Signed Quarterly report with the number and names of learmers recruited     Expenditure report.	SM Corporate Services	2
- Address		MTI 2	By maintaining a low vacancy rate	Recruitment and Selection	Turnaround time for filing of vacant position	MTI 2.1	R0	Building Institutional resilience and administrati ve Capability		, ,	60 days turnaround time taken to fill the vacant position	R331,250	Signed Recruitment and Selection report by SM     Proof of request submitted by the requesting department	60 days turnaround time taken to fill a vacant position	R331,250	1. Signed Recruitment and Selection report by SM 2. Proof of request submitted by the requesting department	60 days turnaround time taken to fill a vacant position	R331,250	Signed Recruilment and Selection report by SM     Proof of request submitted by the requesting department	60 days turnaround time taken to fill a vacant position	R331,250	1. Signed		3
			By organizing or Coordinating assistance programs for Councilors, Traditional Leaders and Employees	Employee Wellness programmes	Number of employees and Councilors welfness activities/interventions/p rograms organised/coordinated	MTI 2.2	R16	Building Institutional resilience and administrati ve Capability		activities/Intervention s/programs	1 employee and Councilor wellness activities/intervention s/programs organised/coordinate d	R325,000	Signed report by Senior Manager and expenditure report	1 employee and Councilor wellness activitles/intervention s/programs organised/coordinate d	R325,000	Signed report by Senior Manager and expenditure report	1 employee and Councilor wellness activities/interventions/prog rams organised/coordinated	R425,000	Attendance register     Signed report b     SM     Expenditure report	1 employee and Councilor wellness activities/interventi ons/programs organised/coordin ated	R225,000	Attendance register     Signed report by SM     Expenditure report	SM Corporate Services	4
ALEANNY A			By establishing community colleges in partnership with external stakeholders	Community Colleges	Number of consolidated reports on identified candidates per sectors and facilities at Gatyana, Dutywa & Xhorha	MTI 2.3	New	Building Institutional resilience and administrati ve Capability		1 consolidated report on identified candidates per sectors and facilities at Gatyana, Dutywa & Xhorha	Coordinate session with external stakeholders for partnership purposes	R0	Signed report by SM, Attendance register and invite	Identification of candidates at Dutywa	R0	List of identified candidates and attendance register	tdentification of candidates at Xhorha	R0	List of Identified candidates and attendance register	Identification of candidates at Gatyana	R0	List of identified candidates and attendance register	SM Corporate Services	5
ce Managem ent	To ensure monitoring and evaluation of IDP to improve institutional performance by June 2027		By coordinating performance reporting, monitoring and evaluation	Performance Management	Number of consolidated Institutional reports on Individual performance reviews submitted to Municipal Manager	MTI 3.1	R1	Building Institutional resilience and administrati ve Capability	R120,000	6 consolidated Institutional reports on Individual performance reviews submitted to Municipal Manager	2 consolidated institutional report on Individual performance submitted to Municipal Manager (Q4 2021/22 and Annual Individual performance report)	RO	Signed Q4     assessment report by     Municipal Manager     and Signed Annual     Individual     performance report	1 consolidated institutional report on Individual performance submitted to Municipal Manager	RO	Signed     assessment report     by Municipal     Manager	2 consolidated institutional report on Individual performance submitted to Municipal Manager (Q2 & Mid-Year)	R0	1. Signed assessment report by Municipal Manager 2. Signed Midyea assessment report by Municipal Manager	1 consolidated institutional report on Individual performance submitted to Municipal Manager	R120,000	Signed assessment report by Municipal Manager	SM Corporate Services	6
					Number of Departmental Individual performance assessment report submitted to Corporate Services	MTI 3.1.1			0	4 Departmental Individual performance assessment report submitted to Corporate Services	1 departmental Individual performance assessment report submitted to Corporate Services	RÛ	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services	Individual performance	R0	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services		RO	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services	1 departmental Individual performance assessment report submitted to Corporate Services	RØ	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services	f	

												N AND ORGAN	UNICIPALITY SATIONAL DEVELOP					ARTER 3			QUARTER 4		RESPO	
FOCUS AREA	OBJECTIVE		STRATEGY	PROJECT	INDICATOR	IND No.	NE	1	ANNUAL BUDGET	ANNUAL TARGET	MILESTONE	BUDGET	EVIDENCE TO BE SUBMITTED	MILESTONE	BUDGET	EVIDENCE TO BE SUBMITTED	MILESTONE	BUDGET	BE SUBMITTED	MILESTONE	BUDGET	EVIDENCE TO BE SUBMITTED Signed Report by	NSIBLE	KPINO
Human Capital Managem ent	To provide and enhance skills among the Councilors, Traditional Leaders, Ward Committees, unemployed youth and Employees to ensure effective service delivery by 2027		By up skilling employees and Councillors through formal and informal qualifications as per WSP and other funders (SETA, SALGA, TVET)	Study Assistance	Number of formal qualifications registered Anformal qualifications conducted as per approved skills development plan (WSP,SETA, SALGA, TVET)	MTI 1.1	R57	Building Institutional resillence and administrati ve Capability	R3,895,000	qualifications registered and 12 Informal qualifications	5 informat qualifications conducted as per WSP and other funders (SETA, SALGA, TVET)	R988,000	Signed Report by Senior Manager, Attendance Register and expenditure report	3 informal qualifications conducted as per WSP and other funders (SETA, SALGA, TVET)	R619,000	Senior Manager, Attendance Register and expenditure report	9 Formal qualifications: ND in Public Administration; ND in Safety Management; ND in Construction Management; LLB Degree: Degree in Public Administration/Manageme nt and Post Grad Degree in Archives and Records Management; NHC in Archives and Records, Diploma in Project Management and Honours in Public Administration		Signed Report by Senior Manager for 2 informan qualifications, Attendance Register, expenditure report and Signed Report on registered learners, proof of registration and expenditure report	qualifications conducted as per WSP and other funders (SETA, SALGA, TVET)		Senior Manager, Attendance Register and expenditure report	Corporate Services	
, Associated the second		THE PARTY OF THE P		Unemployed Community Programs (youth,women and other groups.)	Number of unemployed youth participating in internship and learnership programs (Youth, Gender and persons leaving with disabilities)	MTI 1.2		Building Institutional resilience and administrati ve Capability	R1,500,000	30 unemployed youth participating in Internship and learnership programs (Youth, Gender and persons leaving with disabilities)	30 unemployed youth participating in internship & learnership programs	R375,000	Generated report from the system     Signed Quarterly report with the number and names of learrners recruited     Expenditure report	30 unemployed youth participating in internship & learnership programs	R375,000	recruitment	30 unemployed youth participating in internship & tearnership programs	R375,000	Generated report from the system 2. Signed Quarterly report with the number and names of learmers recruited 3. Expenditure report.	30 unemployed youth participating In internship & learnership programs	R375,000	Generated report from the system     Signed Quarterly report with the number and names of learmers recruited     Sexpenditure	SM Corporate Services	2
		MTI 2	By maintaining a low vacancy rate	Recruitment and Selection	Turnaround time for filing of vacant position	MTI 2.1		Building Institutional resilience and administrati ve Capability	R1,325,000		60 days turnaround time taken to fill the vacant position	R331,250	Signed Recruitment and Selection report by SM     Proof of request submitted by the requesting department	60 days turnaround time taken to fill a vacant position	R331,250	1. Signed Recruitment and Selection report by SM 2. Proof of request submitted by the requesting department	60 days turnaround time taken to fill a vacant positlon	R331,250	Signed Recruitment and Selection report by SM     Proof of request submitted by the requesting department	60 days turnaround time taken to fill a vacant position	R331,250	Signed Recruitment and Setection report by SM     Proof of request submitted by the requesting department	SM Corporate Services	3
			By organizing or Coordinating assistance programs for Councilors, Traditional Leaders and Employees	Employee Wellness programmes	Number of employees and Councilors wellness activities/interventions/p rograms organised/coordinated	MT1 2.2		Building Institutional resilience and administrati ve Capability	R1,300,000	s/programs	1 employee and Councilor wellness activities/intervention s/programs organised/coordinate d	R325,000	Signed report by Senior Manager and expenditure report	1 employee and Councilor wellness activities/intervention s/programs organised/coordinate d	R325,000	Signed report by Senior Manager and expenditure report	1 employee and Councilor wellness activities/interventions/prog rams organised/coordinated	R425,000	Attendance register     Signed report by SM     Expenditure report	1 employee and Councilor wellness activities/interventi ons/programs organised/coordin ated	R225,000	Attendance register     Signed report by SM     Expenditure report	SM Corporate Services	4
ANTORESON .			By establishing community colleges in partnership with external stakeholders		Number of consolidated reports on identified candidates per sectors and facilities at Gatyana, Dutywa & Xhorha	MTI 2.3		Building Institutional resilience and administrati ve Capability	R0	I consolidated report on identified candidates per sectors and facilities at Gatyana, Dutywa & Xhorha	Coordinate session with external stakeholders for partnership purposes	R0	Signed report by SM, Attendance register and invite	Identification of candidates at Dutywa	RO	List of identified candidates and attendance register	Identification of candidates at Xhorha	R0	List of identified candidates and attendance register	Identification of candidates at Gatyana	R0	List of identified candidates and attendance register	SM Corporate Services	
ce	To ensure inonitoring and evaluation of IDP to improve institutional performance by June 2027		By coordinating performance reporting, monitoring and evaluation	1	Number of consolidated institutional reports on Individual performance reviews submitted to Municipal Manager	MTI 3.1		Building Institutional resilience and administrati ve Capability	R120,000	on Individual performance reviews submitted to	2 consolidated institutional report on Individual performance submitted to Municipal Manager (Q4 2021/22 and Annual Individual performance report)	80	Signed Q4     assessment report by     Municipal Manager     and Signed Annual     Individual     performance report	1 consolidated institutional report on Individual performance submitted to Municipal Manager	80	by Municipal	2 consolidated institutional report on Individual performance submitted to Municipal Manager (Q2 & Mid-Year)	80	Signed assessment report by Municipal Manager     Signed Midyear assessment report by Municipal Manager	1 consolidated institutional report on Individual performance submitted to Municipal Manager	R120,000	Signed assessment report by Municipal Manager	SM Corporate Services	6
					Number of Departmental Individual performance assessment report submitted to Corporate Services	MTI 3.1.1			O	4 Departmental Individual performance assessment report submitted to Corporate Services	1 departmental Individual performance assessment report submitted to Corporate Services	Rů	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services	Individual performance	RO	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services	f	RO	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services	1 departmental Individual performance assessment report submitted to Corporate Services	RO	Signed departmental Individual performance assessment report by SM and proof of submission to Corporate Services		7

Facilities Managem ent	To maintain ail municipal facilities and properties by 2027	MTI 4	By complying with labour related Legislations		Turnaround time to submit compliance report ( COIDA, Employment Equity, WSP) submitted to DoL and LGSETA	MTI 4.1	Inst res adm	ding R1,635,900 alional fence and histrati re ability	3 compliance reports (COIDA, Employment Equity, WSP) to Department of Labour & LGSETA (COIDA b; 30th June 2023, EE Report to Dept of Labour by 31 March 2023, WSP to LGSETA by 30th April 2023)		RØ	N/A	NIA	R0	N/A	1 compliance report on Employment Equity Plan submitted to OoL by 31/03/2023	RO	Confirmation of submission on Eployment Equity Plan report	2 compliance report submitted to LGSETA & DoL (WSP to LGSETA by 30/04/2023 and COIDA to DoL by 30/06/2023 and OHS Equipment		Confirmation of submission on WSP and COIDA report. Signed report on OHS Equipment Mainlened	SM Corporate Services	8
				Internal Reported Incidents	Tumaround time taken to respond on internal reported incidents.	MTI 4.2	Insti res adm	ding R0 stional ence nd nistrati e	14 days turnaround time taken to respond on internal reported incidents.	14 days turnaround time taken to respond on internal reported incidents.	R0	Signed quarterly report by SM.     Signed and updated incident register	14 days turnaround time taken to respond on internal reported incidents.	RO	Signed quarterly report by SM.     Signed and updated incident register	14 days turnaround time taken to respond on internal reported incidents.	R0	Signed quarterly report by SM.     Signed and updated incident register	14 days / tumaround time taken to respond on internal reported incidents.	R0	Signed quarterly report by SM.     Signed and updated incident register	SM Corporate Services	9
and Change.		T T T T T T T T T T T T T T T T T T T			Number of municipal offices provided with cleaning services	MTI 4.3	Insti res adm	ding R400,000 stional ence nd istrati e ability	100% municipal offices provided with cleaning services	Provision of Cleaning Material	R100,000	Purchase Order     Expenditure Report     Report signed by     SM	Provision of t Cleaning Material	R100,000		Provision of Cleaning Material	R100,000	Purchase Orde     Expenditure     Report     Report signed     by SM	Cleaning Material	R100,000	Purchase Order     Expenditure     Report     Report signed     by SM	SM Corporate Services	10
			By ensuring clean and adore free environment that is fit for purpose of humans.	cleaning offices	Number of monitoring reports developed on cleaning municipal offices at Dutywa, Gatyana & Xhorka	MTI 4.4		R0	developed on cleaning municipal offices at Dutywa, Gatyana & Xhorha	1 monitoring report developed on cleaning municipal offices at Dutywa, Gatyana & Xhorha	R0	Quarterly reports signed by SM and Lis of offices cleaned. Daily monitoring sheets signed by cleaner, supervisor, and manager	cleaning municipal offices at Dutywa, Gatyana & Xhorha	R0	signed by SM and List of offices cleaned. Daily monitoring sheets signed by cleaner, supervisor, and manager	1 monitoring report developed on cleaning municipal offices at Dutywa, Gatyana & Xhorha	R0	List of offices cleaned. Daily monitoring sheets signed by cleaner supervisor, and manager	report developed on cleaning municipal offices at Dutywa, Gatyana & Xhorha		Quarterly reports signed by SM and List of offices cleaned. Daily monitoring sheets signed by cleaner, supervisor, and manager	SM Corporate Services	11
		A CALLANDA CA	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Turnaround lime to resolve cases	Turnarounfd time taken to resolve the cases	MTI 4.5	Insti res	ding R0 itional ence id istrati e	100% of the cases and labour matters resolved	100% of the cases and labour matters resolved	R0	Report on the proceedings of the meeting signed by SM	100% of the cases and labour matters resolved	R0	Report on the proceedings of the meeting signed by SM	100% of the cases and labour matters resolved	R0	1. Report on the proceedings of the meeting signed by SM	100% of the cases and labour matters resolved	R0	meeting signed by SM	SM Corporate Services	12
Digitizatio n	To ensure an integrated, stable and responsive ICT infrastructure driving 4IR by June 2027.		By ensuring Business Continuity through disaster recovery and Failover solution	Governance	% implementation of ICT Steering Committee resolutions	MTI 6.1	Insti res adm	ding R8,622,000 R8,622	100% Implementation of the ICT Steering Committee resolutions	100% Implementation of the ICT Steering Committee resolutions due in Q4 of 2021/22 FY	R2,155,500	Resolution register and Report signed by SM	100% Implementation of the ICT Steering Committee resolutions due in Q1 of 2022/23 FY	R2,155,600	Resolution register and Report signed by SM	100% Implementation of the ICT Steering Committee resolutions due in Q2 of 2022/23 FY	R2,155,500	Resolution register and Report signed by SM	100% Implementation of the ICT Steering Committee resolutions due in Q3 of 2022/23 FY	R2,155,500	Resolution register and Report signed by SM	SM Corporate Services	13
	TO THE TOTAL PROPERTY AND THE TOTAL PROPERTY		By ensuring implementation of ICT service desk	desk	Turnaround time for responding to queries or logged calls		Insti resi adm Cap	ding R0 donal ence dd istrati e	respond to queries or logged calls	o 2 hours time taken to respond to queries or logged calls		by receipient 2. Job card reflecting time taken			by receipient.	2 hours time taken to respond to queries or logged calls	R0	Proof of email sent by receipient	to queries or logged calis	R0		SM Corporate Services	14
			By extending connectivity to community members	Installation of WIFI Connection	Number of Municipal offices installed with WIFI Connection for community access at (Dutywa Main Building, Customer Care, Community Services: Dutywa Town Hall, New Community Services Offices, Dutywa TRC Hall, Workshop, Xhora and Gatyana Main Buildings)	MTI 6.2.1	Insti resi adm	ding R2,500,000 ence ence ence ence ence ence ence e	8 Municipal offices installed with WIFI Connection for community access a (Dutywa Main Building, Customer Care, Community Services: Dutywa Town Hall, New Community Services, Dutywa TK Hall, Workshop, Xhora and Gatyana Main Buildings)	tt.	RO	N/A	N/A	R0	N/A	Installation of WIFI connection to 8 municipal buildings for community access	R2,500,000	Project completion Certificate and Report signed by SM	n N/A	R0	N/A	SM Corporate Services	15

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Managem	To ensure maximum use of Registry in records management by June 2027	MTI 7	By reviewing the File Plan	File Plan	Number of reviewed and ammended File Plan	MTI 7.1	ac In	Building astitutional resilience and dministrati ve Capability	R832,000	1 Reviewed and ammended File Plan	N/A	R0	N/A	N/A	R0	N/A	N/A	R0	N/A	Submission letter to Provincial Archives	R832,000	Letter signed by MM to Provincial Archives and acknowledgement from Provincial Archives	SM Corporate Services	16
111111111111111111111111111111111111111	To ensure Disposal of Ephemeral records by June 2027	MTI 8	By submitting Application for disposal authority	Disposal of Ephemeral Records	Number of submitted disposal request to Provincial Archives for approval	MTI 8.1	In f	Building stitutional resilience and dministrati ve Capability	RØ	submitted to	Notification letter of epheminal records to Provincial Archives		List of Ephemeral records due for disposal submitted to Provincial Archives & Disposal letter signed by MM			List of Ephemeral records due for disposat submitted to Provincial Archives & Disposal letter signed by MM	Notification letter of ephemiral records to Provincial Archives	80	List of Ephemeral records due for disposal submitted to Provincial Archives & Disposal letter signed by MM	Notification letter of ephemiral records to Provincial Archives	R0	List of Ephemeral records due for disposal submitted to Provincial Archives & Disposal letter signed by MM	SM Corporate Services	17
Good Governan ce	To ensure clean and accountable governance in the municipality by June 2027	 	assessing, managing, monitoring &	Management- Strategic and Operational Risk registers	Number of updated risk registers (Fraud, ICT, Operational, National Disaster and Strategic) submitted to the Risk Management Committee			lood povernance	R70,000	registers (Fraud (1), ICT (1), operational	Risk assessment and update of risk registers operational, fraud, strategic, National Disaster	R10,000	quarter signed by SM	Risk assessment and update of risk registers operational, fraud, strategic, National Disaster		report for previous quarter signed by	Risk assessment and update of risk registers operational, fraud, strategic, National Disaster and ICT	R10,000	1. Risk management report for previous quarter signed by SM 2. Agenda for the meeting 3. Attendance register 4. Updated previous quarter risk registers	operational, fraud, strategic, National	R40,000	1. Risk management report for previous quarter signed by SM 2. Agenda for the meeting 3. Attendance register 4. Updated previous quarter risk registers	SM Corporate Services	18
			By developing 2021/2022 audit action plan consisting of previous unresolved audit findings on AGSA report	plan	Number of updated AGSA Audit Action Plan for FY 2021/2022 submitted to BTO	GGP 1.2			R0	2 updated AGSA Audit Action Plan for FY 2021/2022 submitted to BTO	NIA	R0	N/A	N/A	R0	N/A	Update of Audit Action on findings raised by AGSA	R0	Updated Audit Action Plan on findings raised by AGSA. Proof of submission of the Audit Action Plan to BTO	Update of Audit Action on findings raised by AGSA	R0	Updated Audit Action Pian on findings ralsed by AGSA. Proof of submission of the Audit Action Plan to BTO	SM Corporate Services	
			By coordinating the sitting of council oversight structures	oversight structures meetings Implementatio a of council	Number of meetings held by council structures in 2022/23 FY % Implementation of all council resolutions due for the period under	GGP 1.7	9	Good overnance Good overnance	R795,000 R0	council structures in 2022/23 FY 100% update on Implementation of all	Update on the	R198,750 R0	1. Signed notice of meetings 2. Attendance Register. Report on the update of council resolutions	16 meetings held this quarter  Update on the Implementation of council resolutions	R198,750	meetings 2.Attendance Register. Report on the	10 meetings held this quarter  Update on the  Implementation of council resolutions	R198,750 R0	1. Signed notice of meetings 2. Attendance Register Report on the update of council resolutions	10 meetings held this quarter Update on the Implementation of council	R198,750 R0	Signed notice of meetings     Attendance Register.     Report on the update of council resolutions	SM Corporate Services SM Corporate Services	21
The second secon	To ensure compliance with legislation as per section 11 (3) (a) of Municipal Systems Act	GGP 2		Workshops on Policies	Number of workshops conducted on all approved municipal policies/ Code of Conduct/ By-laws	GGP 2.2	1-	Good 0 overnance	)		2 werkshops conducted on all approved municipal policies/ code of conduct/By-Laws	R0	Signed Quarterly report by SM     Copies of the policies & Code of conduct that were workshopped     Attendance register		0	. N/A	4 workshops conducted on all approved municipal policies/ code of conduct/By-Laws	0	Signed     Quarterly report     by SM     Copies of the     policies & Code of     conduct that were     workshopped     Attendance     register	resolutions N/A	0	N/A	SM Corporate Services	22
					Number of reviewed policies	GGP 2.3		Good 9 governance	350000	43 reviewed policies	N/A	R0	N/A	N/A	R0	N/A	Submit draft reviewed policies to the council (43)	R150,000	List of the draft reviewed policies     Proof of		R800,000	List of the final reviewed policies     Proof of submission to Council	SM Corporate Services	23
Inter- Governm ntal Relations	To strengthen and ensure coordination of integrated and joint planning with spheres of government by June 2027			Sharing of	Number of programmes or plans shared with other institutions	GGP 6.1.1			R0	1 Programme/ plans shared with other institutions	1 Programme/plan shared with other institutions	RO	Report signed by the SM     Attendance Register	N/A	R0	N/A	N/A	R0	N/A	N/A	R0	N/A	SM Corporate Services	24
Communi cation and customer care	p{\+		By enhancing promotion of access to information wherther its personal or institutional	Access to Information	Turnaround time to respond on requested access to information by internal and external stakeholders		5	Good I	R0	Response on requested access to information within 30 days		R0	Proof of correspondance submitted and report signed by SM and register of access to municipal information	Information	R0	Proof of correspondance submitted and report signed by SM and register of access to municipal information	30 days time taken to respond to requested information	R0	Proof of correspondance submitted and report signed by SM and register of access to municipal information	30 days time taken to respond to requested information	R0	Proof of correspondance submitted and report signed by SM and register of access to municipal information	SM Corporate Services	

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# PERFORMANCE AGREEMENT

Entered into by and between

Mbhashe Local Municipality, as represented by the Municipal Manager

MKHULULI NAKO ('the employer')

and

NTOMBIZODWA MAHLATI- NKUHLU ('the employee')

For the financial year: 1 July 2022 – 30 June 2023

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# 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.

**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 manger as the case may be;

Employment contract - means a contract as contemplated in Section 57 of

PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU

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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.

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#### ENTERED INTO BY AND BETWEEN

Mbhashe Local Municipality, herein represented by MKHULULI NAKO (ID No. 750930 5768 080) in his capacity as Municipal Manager (hereinafter referred to as 'the Employer')

and

NTOMBIZODWA MAHLATHI NKUHLU, (ID No. 6708 020 739 084) 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: Corporate Services (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.
- 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.

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# 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;
- 2.6. appropriately reward the Employee in the event of outstanding performance; and
- 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 2022 and will remain in force until 30 June 2023, 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

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PERFORMANCE AGREEMENT 2022/2023	FY	N. N	<b>IAHLATI</b>	- NKUHL
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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

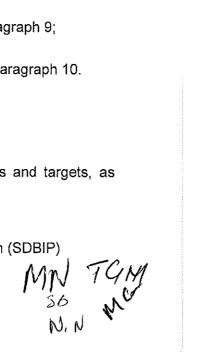
- 4.1. By their signatures hereunder, the Parties hereby accept the Performance Plan as documented below, as the basis upon which performance will be monitored and measured.
- The performance Plan consists of the following areas, forming separate Paragraphs to this Agreement:
  - 4.2.1 Performance objectives 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;

  PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU



And

- 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

- 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

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management system that are applicable to the Employee.

- The Employee undertakes to actively focus towards the promotion and Implementation of the Key Performance Areas (KPAs) (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 KPAs and Core Competency Requirement (CCRs), with a weighting of 80:20 allocated to the KPAs 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 KPAs covering the main areas of work will account for 80% and CCRs 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:

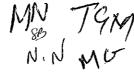
Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	
Municipal Institutional Development and Transformation	80%
Local Economic Development (LED)	
Municipal Financial Viability and Management	
Good Governance and Public Participation	20%
Total	100%

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:

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Leading Competencies :	RK FOR SENIOR MANAGERS	10/
Leading Competencies :	Inspect and List	Weight
Stratagia Divertian and	Impact and Influence	15%
Strategic Direction and	Institutional Performance Management	_
Leadership	Strategic Planning and Management	_
	Organisational Awareness	
	<ul> <li>Human Capital Planning and Development</li> </ul>	20%
People Management	<ul> <li>Diversity Management</li> </ul>	
. copie management	Employee Relations Management	
	Negotiation and Dispute Management	]
	<ul> <li>Program and Project Planning and Implementation</li> </ul>	10%
Programme and Project	Service Delivery Management	
Management	Program ad Project Monitoring and	1
	Evaluation	
	Budget Planning and Execution	10%
Financial Management	Financial Strategy and Delivery	10/0
	Financial Reporting and Monitoring	
	Change Vision and Strategy	10%
Change Leadership		10%
Change Leadership	Process Design and Improvement	
	Change Impact Monitoring and Evaluation	
	Policy Formulation	10%
Governance Leadership	Risk and Compliance Management	
	Cooperative Governance	
Problem Solving and Analysis	<ul> <li>Ability to critically analyse information, challenges and trends</li> <li>Establish and implement innovative fact based solutions to improve institutional</li> </ul>	10%
Client Orientation and Customer Focus	Ability to maintain high quality standards whilst remaining focused to achieve quality outputs     Ability to monitor and measure results and quality against identified objectives	5%
Communication	Ability to communicate professionally with others from different levels     Ability to share information, knowledge and ideas in a clear, focussed and concise manner     Ability to professionally convince or persuade others so as to achieve the desired outcomes	5%
Honesty and Integrity	<ul> <li>Always conduct self in alignment with values of the institution and Local Government</li> <li>Apply reasoning that promotes honesty and integrity</li> <li>Consistently display behaviour that is against fraud and corruption</li> </ul>	5%
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 Mbhashe Local Municipality.
  - 7.1.2. The said report from the Employee must be made available to the Employer within (3) three 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 seven (7) 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.
  - 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.
- 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

- The Employer may penalise the Employee by withholding any recognition of 7.2. 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.
- Should the Employee fail to submit his self assessment for each or any 7.3 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.
- The Employer shall not be entitled to give a score of zero where the 7.4 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 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.
- In the event of any of the occurrences listed under paragraph 7.4 above, 7.5 the Employee must advise the Employer in writing to the effect that the self assessment cannot be submitted timeously.
- The Employer must immediately acknowledge receipt of the Employee's 7.6 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.

# 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;
    - 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:

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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			Ratir	ng	
			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 than half of the performance criteria and indicators and fully achieved all others throughout the year.					reconstruction.
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.					THE MANAGEMENT OF THE PARKET
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.					(n)

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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.		1	Unacceptable performance	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	
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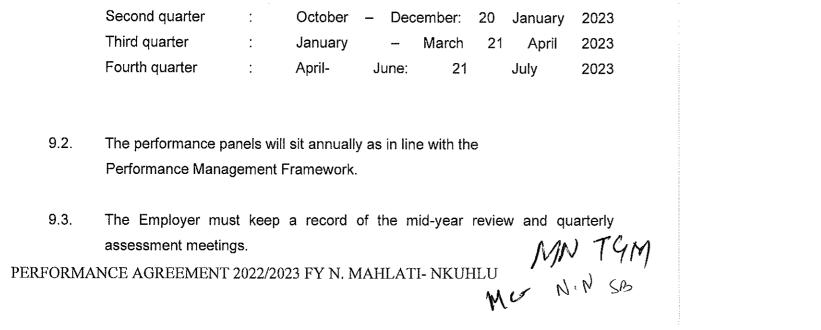
- 8.2 The evaluation of the annual performance of the Employee, shall be conducted by a panel consisting of the following:
  - Municipal Manager;
  - Chairperson of the Performance Audit Committee or Audit committee in the absence of a Performance Audit Committee
  - A member of the Mayoral or Executive Committee, and
  - The Municipal Manager from another Municipality.

# Schedule for performance reviews

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

First quarter	:	July –	September:	14	October	2022
Second quarter	:	October	- Decembe	r: 20	January	2023
Third quarter	:	January	– Marc	h 2	1 April	2023
Fourth quarter	:	April-	June:	21	July	2023

- The performance panels will sit annually as in line with the Performance Management Framework.
- The Employer must keep a record of the mid-year review and quarterly 9.3.



- 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

- 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;
  - 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.

performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessmentrating 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 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.
- 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, ad 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.

### 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

PERFORMANCE AGREEMENT 2022/2023 FY N. MAHLATI- NKUHLU MN T9M N. N. N. S.B.

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.

Thus done and signed at Dutywa on this <u>28</u> day of <u>Juny</u> 2022

AS WITNESSES:

2. MUNICIPAL MANAGER

AS WITNESSES:

1. Julies

SENIOR MANAGER:
CORPORATE SERVICES

#### **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 cooperation 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 Manager)

Unit : HUMAN RESOURCES MANAGEMENT

Title : HR Manager

Name & Surname : Nonzwakazi Hanise

Signature : Date : 29 07 202

Unit : INFORMATION AND COMMUNICATION TECHNOLOGY

Title : IT Manager

Name & Surname : Mr Siyamthanda Mashologu

Signature : Date : 15/08/2022

Unit : ADMINISTRATION

Title : Administration Manager

Name & Surname :

Mr Sisa:Baliso

Signature : Date :  $\frac{28}{9}$ 

