



# **BUSHBUCKRIDGE**

## **LOCAL MUNICIPALITY**

### **PERFORMANCE AGREEMENT**

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

**C. S NXUMALO**

[HEREINAFTER REFERRED TO AS THE EXECUTIVE MAYOR]

AND

**C. A NKUNA**

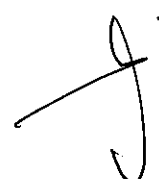
[HEREINAFTER REFERRED TO AS THE MUNICIPAL MANAGER]

(FOR THE PERIOD 01 July 2021 – 30 JUNE 2022)

A handwritten signature in black ink, appearing to be 'C. A. Nkuna', is located at the bottom right of the page.

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**1. JOB DETAILS**

Salary- Number	S009997
Location	Bushbuckridge Local Municipality
Total Salary Package	R1 913 044
Occupational Classification	Executive
Designation	Municipal Manager

**2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:**

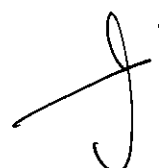
The **Bushbuckridge Local Municipality** herein represented by **Cecilia Sylvia Nxumalo** in her capacity as the **Executive Mayor** (hereinafter referred to as the **Employer** or Supervisor)

And **Cynthia Audrey Nkuna** Employee of the Municipality (hereinafter referred to as the **Employee**).

**WHEREBY IT IS AGREED AS FOLLOWS:**

**3. INTRODUCTION**

- 3.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (4) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 3.2 The Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the municipality.
- 3.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 3.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.



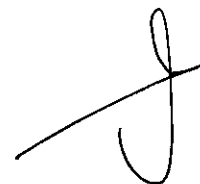
#### **4. PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to –

- 4.1. Comply with the provisions of Section 57(1) (b), (4A), (4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 4.2. Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 4.3. Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 4.4. Monitor and measure performance against set targeted outputs;
- 4.5. Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 4.6. In the event of outstanding performance, to appropriately reward the employee; and
- 4.7. Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

#### **5. COMMENCEMENT AND DURATION**

- 5.1. This Agreement will commence on ( 01 July 2021) and will remain in force until 30 June 2022) thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 5.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 5.3. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.



5.4. The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.

5.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

## 6. PERFORMANCE OBJECTIVES

6.1. The Performance Plan (Annexure A) sets out-

6.1.1. The performance objectives and targets that must be met by the Employee; and

6.1.2. The time frames within which those performance objectives and targets must be met.

6.2. The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

6.2.1. The key objectives describe the main tasks that need to be done.

6.2.2. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.

6.2.3. The target dates describe the timeframe in which the work must be achieved.

6.2.4. The weightings show the relative importance of the key objectives to each other.

6.3. The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.



## 7. PERFORMANCE MANAGEMENT SYSTEM

- 7.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 7.2. The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 7.3. The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 7.4. The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 7.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 7.5.1. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.
- 7.5.2. Each area of assessment will be weighted and will contribute a specific part to the total score.
- 7.5.3. KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.
- 7.5.4. The total score must be determined using the rating calculator.
- 7.6. The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:



7.7. Summary Municipal Manager 2021/2022 SDBIP Key Performance Areas

Functional area	Strategic objectives as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	2021/2022 Quarterly Targets			
						Quarter 1	Quarter 2	Quarter 3	Quarter 4
Infrastructure Development and Basic Service delivery	To improve provision of basic services (water, Electricity, Sanitation and Refuse removal)	20%	% improved access to basic services delivery provision	45 % on performance targets implemented for Technical Services Technical Services in 2020/2021 FY	100% improved access to basic services delivery provision	25%	50%	75%	100%
Municipal Institutional Transformation And Organisational Development	High performance organization	30%	% improvement on performance targets implementation for corporate and community services	65% on performance targets implemented corporate and community services in 2020/2021 FY	100% improvement on performance targets for corporate and community services	25%	50%	75%	100%
Local Economic Development (Led)	Promote Public-Private Partnerships Ensure implementation of LED strategy	15%	% Improvement on performance target implementation for Economic development, planning environment	85% on performance targets implemented for EDPE in 2020/2021 2 FY	100% improvement on performance targets for corporate and community services	25%	50%	75%	100%

17/07/2021

Functional area	Strategic objectives as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	2021/2022 Quarterly Targets			
						Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>Municipal Financial Viability and management</b>	Improved financial management of BLM	20%	% improvement of financial viability	78% on performance targets implemented for Finance in 2020/2021 FY	100% improvement of financial viability	25%	50%	75%	100%
<b>Good governance and public participation</b>	Improved confidence in the systems of local government	15%	% improvement on performance targets implementation of IDP priorities, Risk and assurance services.	80% on performance targets implemented for Good governance and public participation	100% improvement on performance targets for public participation and good governance	25%	50%	75%	100%

17/07/2021



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

7.9. The CRs will make up the other 20% of the Employee's assessment score. CRs that are deemed to be most critical for the Employee's specific job should be selected (√) from the list below as agreed to between the Employer and Employee. Three of the CRs are compulsory for Municipal Managers:

<b>COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>		
<b>LEADING COMPETENCIES</b>	√	<b>WEIGHT</b>
Strategic Direction and Leadership	✓	5%
People Management	✓	10%
Program and Project Management	✓	5%
Financial Management	✓	5%
Change Leadership	✓	5%
Governance Leadership	✓	20%
<b>CORE COMPETENCIES</b>		
Moral Competence	✓	10%
Planning and Organising	✓	10%
Analysis and Innovation	✓	5%
Knowledge and Information Management	✓	10%
Communication	✓	10%
Results and Quality Focus	✓	5%
Total percentage	-	<b>100%</b>

## 8. EVALUATING PERFORMANCE

8.1. The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1. The standards and procedures for evaluating the Employee's performance; and

8.1.2. The intervals for the evaluation of the Employee's performance.

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

**8.3.** Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

**8.4.** The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

**8.5.** The annual performance appraisal will involve:

8.5.1. Assessment of the achievement of results as outlined in the performance plan:

8.5.1.1. Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

8.5.1.2. An indicative rating on the five-point scale should be provided for each KPA.

8.5.1.3. The applicable assessment rating calculator (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2. Assessment of the CRs

8.5.2.1. Each CR should be assessed according to the extent to which the specified standards have been met.

8.5.2.2. An indicative rating on the five-point scale should be provided for each CR.

8.5.2.3. This rating should be multiplied by the weighting given to each CR during the contracting process, to provide a score.

8.5.2.4. The applicable assessment rating calculator (refer to paragraph 7.5.1) must then be used to add the scores and calculate a final CR score.

8.5.3. Overall rating

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

**8.6.** The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

8.7. For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established –

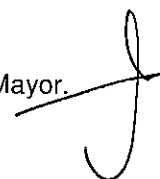
8.7.1. Executive Mayor or Mayor;

8.7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.7.4. Mayor and/or municipal manager from another municipality; and

8.7.5. Member of a ward committee as nominated by the Executive Mayor or Mayor.



**8.8.** For purposes of evaluating the annual performance of managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established –

8.8.1. Municipal Manager;

8.8.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee

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

8.8.4. Municipal manager from another municipality.

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

## **9. SCHEDULE FOR PERFORMANCE REVIEW**

**9.1.** The performance of each Employee in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

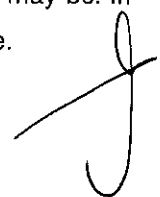
First quarter	:	July – September 2021
Second quarter	:	October – December 2021
Third quarter	:	January – March 2022
Fourth quarter	:	April – June 2022

**9.2.** The Employer shall keep a record of the mid-year review and annual assessment meetings.

**9.3.** Performance feedback shall be based on the Employer's assessment of the Employee's performance.

**9.4.** The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

**9.5.** The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.



**10. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing developmental gaps as attached below:

Competency Gaps Identified (Skills, Knowledge, Attributes)	Which Learning And/or Development Opportunities Are Required To Address The Gap?	What Kind Of Action And/or Support Is Required To Address The Gap?	By When Should The Gap Be Addressed?	How Will You Demonstrate That The Competency Gap Is Closed?

**11. OBLIGATIONS OF THE EMPLOYER**

11.1. The Employer shall –

- 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 / her to meet the performance objectives and targets established in terms of this Agreement; and
- 11.1.5. Makes available to the Employee such resources as the Employee may reasonably require from time to time to assist her 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
- 12.1.3. 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 10.1 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.

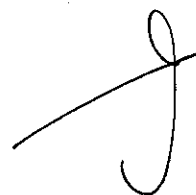
**13.2.** A performance bonus of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

- 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.** BLM policy shall apply for rewarding good performance as adopted by council.

**13.4.** In the case of unacceptable performance, the Employer shall – Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

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



## **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 any other matter provided for, shall be mediated by –

14.1.1. The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

14.1.2. Any other person appointed by the MEC.

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

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

## **15. GENERAL**

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

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

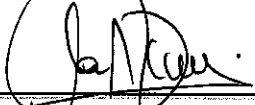
**15.3.** The annual performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' with a long horizontal stroke extending to the left.


16. SIGNING

Thus done and signed at Bushbuckridge on this the 27 day of July 2021

**Mrs C.A Nkuna**  
[Municipal Manager]

  
\_\_\_\_\_  
Signature

27/07/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

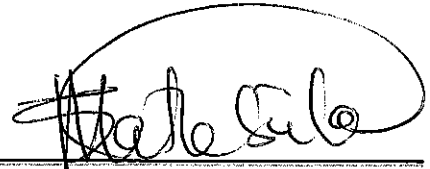
27/07/2021  
\_\_\_\_\_  
Date

And

**CLLR. C S Nxumalo**  
[Executive Mayor]

  
\_\_\_\_\_  
Signature

27/07/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

27/07/2021  
\_\_\_\_\_  
Date





**BUSHBUCKRIDGE**  
LOCAL MUNICIPALITY

**PERFORMANCE AGREEMENT**

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

**C A NKUNA**

[HEREINAFTER REFERRED TO AS THE ACCOUNTING OFFICER/ MUNICIPAL MANAGER]

AND

**S MOGAKANE**

[HEREINAFTER REFERRED TO AS THE DIRECTOR EDPE]

(FOR THE PERIOD 01 JULY 2021 UNTIL 30 JUNE 2022)

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**1. JOB DETAILS**

Salary- Number	S009975
Location	Bushbuckridge Local Municipality
Total Salary Package	R 1 617 555.84
Occupational Classification	Executive
Designation	Director EDPE

**2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:**

The **Bushbuckridge Local Municipality** herein represented by **Cynthia Audrey Nkuna** in her capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

And **Sarah Mogakane** Employee of the Municipality (hereinafter referred to as the **Employee**).

**WHEREBY IT IS AGREED AS FOLLOWS:**

**3. INTRODUCTION**

3.1. The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (4) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".

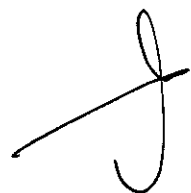
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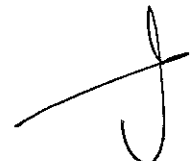

The purpose of this Agreement is to –



- 4.1. Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
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- 5.1. This Agreement will commence on ( **01 July 2021** and will remain in force until **30 June 2022**) thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
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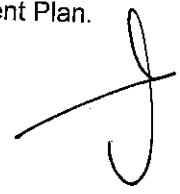

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6.2.2. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.

6.2.3. The target dates describe the timeframe in which the work must be achieved.

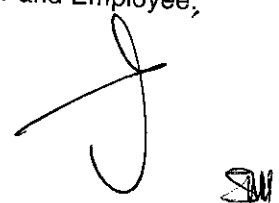
6.2.4. The weightings show the relative importance of the key objectives to each other.

6.3. The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

## 7. PERFORMANCE MANAGEMENT SYSTEM

- 7.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 7.2. The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 7.3. The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 7.4. The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 7.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 7.5.1. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.
- 7.5.2. Each area of assessment will be weighted and will contribute a specific part to the total score.
- 7.5.3. KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.
- 7.5.4. The total score must be determined using the rating calculator.
- 7.6. The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee;

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7.7. Summary of the SDBIP key performance areas 2021/2022

Functional Area	Strategic Objective As Per IDP	Weight	KPI Measurement	Baseline/ Previous performance	Annual Target UAL TARGET	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Local Economic Development	Reduction of unemployment rate		Number of jobs created from economic programmes/projects	3000 jobs created in 2020/2021	3000 jobs to be create from economic project /programmes	500 jobs to be created	500 jobs to be created	1000 jobs to be created	1000 jobs to be created
	Reduction of unemployment rate		Number of SMME's supported	169 SMME's supported	200 SMME's to be supported in 2021/2022	50	50	50	50
	Reduction of unemployment rate		Number of LED projects and programmes developed and supported	17 projects supported and 21 programmes done	17 projects and 36 programmes to be developed and supported	5 projects and 8 programmes	4 projects and 8 programmes	4 projects and 10 programmes	4 projects and 10 programmes
Environmental Management	Compliance to environmental legislations		Number of Environmental projects and programmes done	23 programmes done and a draft Environmental Framework	39 programmes, sand mining by-law and air quality equipment to be done	11 programmes	9 programmes	11 programmes	10 programmes

Functional Area	Strategic Objective As Per IDP	Weight	KPI Measurement	Baseline/ Previous performance	Annual Target UAL TARGET	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Town Planning	Increase the implementation of SPLUMA and Spatial Development Framework		Number of formalisation projects and programmes done	8 formalisation projects initiated and 1 business licensing operation done	32 Programmes	6 Programmes	07 Programmes	09 Programmes	10 Programmes
Waste Management	Increase the provision of sustainable and effective waste management system		Number of Waste projects and programmes developed and supported	50 skip bins, compactor truck and skip loader truck and trailer purchased	16 Programmes to implemented	4 Programmes to implemented	4 Programme to implemented	4 Programmes to implemented	4 Programmes to implemented
Good governance (Risk, PMS and HRM)	Manage all risk related to EDPE KPA		Number of risk issues for EDPE identified and reports	Strategic and operational risk registers developed	03 risk report and 02 updated risk registers (operational and strategic)	01 operational risk register	01 Operational and strategic risk report	01 operational and strategic risk report	01 operational and strategic risk report
	Proper alignment of SDBIP with employees compacts		Number of performance plans and performance reviews	SDBIP fully cascaded to managers	4 Performance compacts to be developed and 4 assessment as per PMS Cycle	4 Performance compacts to be developed and 1 assessment as per PMS Cycle	1 assessment as per PMS Cycle	1 assessment as per PMS Cycle	1 assessment as per PMS Cycle

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Functional Area	Strategic Objective As Per IDP	KPI Measurement		Annual Target UAL TARGET	Quarter 1	Quarter 2	Quarter 3	Quarter 4
		Baseline/ Previous performance	Weight					
	Effective and efficient utilisation of municipal human resource	12 departmental meetings held	Number of departmental meeting to monitor performance	Conduct 12 departmental meetings to monitor performance	Projection plan & budget 3 departmental meetings	Projection plan & budget 3 departmental meetings	Projection plan & budget 3 departmental meetings	Projection plan & budget 3 departmental meetings


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

7.9. The CRs will make up the other 20% of the Employee's assessment score. CRs that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list below as agreed to between the Employer and Employee. Three of the CRs are compulsory for Municipal Managers:

<b>COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>		
<b>LEADING COMPETENCIES</b>	✓	<b>WEIGHT</b>
Strategic Direction and Leadership	✓	10%
People Management	✓	10%
Program and Project Management	✓	5%
Financial Management	✓	10%
Change Leadership	✓	5%
Governance Leadership	✓	5%
<b>CORE COMPETENCIES</b>		
Moral Competence	✓	5%
Planning and Organising	✓	10%
Analysis and Innovation	✓	10%
Knowledge and Information Management	✓	10%
Communication	✓	10%
Results and Quality Focus	✓	10%
Total percentage	-	<b>100%</b>

## 8. EVALUATING PERFORMANCE

8.1. The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1. The standards and procedures for evaluating the Employee's performance; and

8.1.2. The intervals for the evaluation of the Employee's performance.

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

8.3. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

8.4. The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

8.5. The annual performance appraisal will involve:

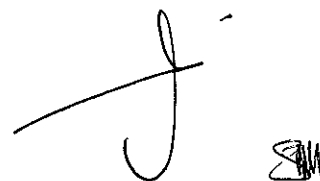
8.5.1. Assessment of the achievement of results as outlined in the performance plan:

8.5.1.1. Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

8.5.1.2. An indicative rating on the five-point scale should be provided for each KPA.

8.5.1.3. The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2. Assessment of the CRs

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- 8.5.2.1. Each CR should be assessed according to the extent to which the specified standards have been met.
- 8.5.2.2. An indicative rating on the five-point scale should be provided for each CR.
- 8.5.2.3. This rating should be multiplied by the weighting given to each CR during the contracting process, to provide a score.
- 8.5.2.4. The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CR score.

8.5.3.Overall rating

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

8.6. The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					

Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					

8.7. For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established –

8.7.1. Executive Mayor or Mayor;

8.7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.7.4. Mayor and/or municipal manager from another municipality; and

8.7.5. Member of a ward committee as nominated by the Executive Mayor or Mayor.

8.8. For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –

8.8.1. Municipal Manager;

8.8.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.8.4. Municipal manager from another municipality.

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

**9. SCHEDULE FOR PERFORMANCE REVIEWS**

9.1. The performance of each Employee in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter	:	July – September 2021
Second quarter	:	October – December 2021
Third quarter	:	January – March 2022
Fourth quarter	:	April – June 2022

9.2. The Employer shall keep a record of the mid-year review and annual assessment meetings.

9.3. Performance feedback shall be based on the Employer's assessment of the Employee's performance.

9.4. The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

9.5. The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

**10. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing developmental gaps is attached as below:

Competency Gaps Identified (Skills, Knowledge, Attributes)	Which Learning And/or Development Opportunities Are Required To Address The Gap?	What Kind Of Action And/or Support Is Required To Address The Gap?	By When Should The Gap Be Addressed?	How Will You Demonstrate That The Competency Gap Is Closed?
None				

## **11. OBLIGATIONS OF THE EMPLOYER**

The Employer shall –

- 11.1. Create an enabling environment to facilitate effective performance by the employee;
- 11.2. Provide access to skills development and capacity building opportunities;
- 11.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.4. On the request of the Employee delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 11.5. Makes available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

## **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
  - 12.1.3. 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 10.1 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 of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

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%.

13.2.3. BLM policy shall apply for rewarding good performance as adopted by council.

13.3. In the case of unacceptable performance, the Employer shall –

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

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

#### 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 any other matter provided for, shall be mediated by –

14.1.1. The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

14.1.2. Any other person appointed by the MEC.

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

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

#### 15. GENERAL

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




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

15.3. The performance assessment results of the managers directly reporting to the Municipal Manger must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government.


**16. SIGNING**

Thus **done** and **signed** at Bushbuckridge on this the 28 day of July..... 2021.

**Mrs S Mogakane**  
[Director EDPE]

  
\_\_\_\_\_  
Signature

28 July 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness


28 / 07 / 2021  
\_\_\_\_\_  
Date

And

**Mrs C.A Nkuna**  
[Municipal Manager/ Accounting Officer]

  
\_\_\_\_\_  
Signature

30/07/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

30 / 07 / 2021  
\_\_\_\_\_  
Date



# **BUSHBUCKRIDGE**

## **LOCAL MUNICIPALITY**

### **PERFORMANCE AGREEMENT**

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

**C A NKUNA**

[HEREINAFTER REFERRED TO AS THE ACCOUNTING OFFICER/ MUNICIPAL MANAGER]

AND

**E MASHAVA**

[HEREINAFTER REFERRED TO AS THE DIRECTOR TECHNICAL SERVICES]

(FOR THE PERIOD 01 JULY 2021 UNTIL 30 JUNE 2022)

E.

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**1. JOB DETAILS**

Salary- Number	S009981
Location	Bushbuckridge Local Municipality
Total Salary Package	R 1 617 555.84
Occupational Classification	Executive
Designation	Director Technical

**2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:**

The **Bushbuckridge Local Municipality** herein represented by **Cynthia Audrey Nkuna** in her capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

And **Emmanuel Mashava** Employee of the Municipality (hereinafter referred to as the **Employee**).

**WHEREBY IT IS AGREED AS FOLLOWS:**

**3. INTRODUCTION**

- 3.1. The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (4) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 3.2. The Systems Act, reads with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the municipality.
- 3.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 3.4. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.



#### 4. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 4.1. Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 4.2. Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 4.3. Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 4.4. Monitor and measure performance against set targeted outputs;
- 4.5. Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 4.6. In the event of outstanding performance, to appropriately reward the employee; and
- 4.7. Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

#### 5. COMMENCEMENT AND DURATION

- 5.1. This Agreement will commence on ( **01 July 2021** and will remain in force until **30 June 2022**) thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 5.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.

5.3. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

5.4. The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.

5.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

## 6. PERFORMANCE OBJECTIVES

6.1. The Performance Plan (Annexure A) sets out-

6.1.1. The performance objectives and targets that must be met by the Employee; and

6.1.2. The time frames within which those performance objectives and targets must be met.

6.2. The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

6.2.1. The key objectives describe the main tasks that need to be done.

6.2.2. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.

6.2.3. The target dates describe the timeframe in which the work must be achieved.

6.2.4. The weightings show the relative importance of the key objectives to each other.

6.3. The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

## 7. PERFORMANCE MANAGEMENT SYSTEM

- 7.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 7.2. The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 7.3. The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 7.4. The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 7.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 7.5.1. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.
- 7.5.2. Each area of assessment will be weighted and will contribute a specific part to the total score.
- 7.5.3. KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.
- 7.5.4. The total score must be determined using the rating calculator.
- 7.6. The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

7.7. Summary of the SDBIP Key Performance Areas 2021/2022

Functional area	Objective	Weight	KPI/ Measurement	Baseline	Annual target	Quarter			
						Quarter 1	Quarter 2	Quarter 3	Quarter 4
Water	Enabled uninterrupted Access to Services	40%	% completion of all water reticulation projects	100% completion of 13 water reticulation projects (8022 HH) as planned	100% completion of 15 water reticulation projects as planned	25% construction progress of all water reticulation projects as planned	50% construction progress of all water reticulation project as planned	75% construction progress of all water reticulation project as planned	100% completion of all water reticulation project as planned
						25% construction progress of all bulk water projects as planned	50% construction progress of all bulk water projects as planned	75% construction progress of all bulk water projects as planned	100% completion of all bulk water projects as planned
Municipal facilities	Enabled uninterrupted Access to Services	5%	% completion of all municipal facilities projects	80% completion of 10 maintenance projects	100% completion of municipal facilities projects (4 projects)	25% construction Progress of all municipal facilities projects as planned	50% construction Progress of all municipal facilities projects as planned	75% construction Progress of all municipal facilities projects as planned	100% completion of all municipal facilities projects as planned
						25% construction Progress of all municipal facilities projects as planned	50% construction Progress of all municipal facilities projects as planned	75% construction Progress of all municipal facilities projects as planned	100% completion of all municipal facilities projects as planned
Sanitation	Enabled uninterrupted Access to Services	10%	% completion of all sanitation projects	100% completion of sanitation projects as planned	100% completion of sanitation projects as planned (4 projects)	25% construction Progress of all sanitation projects as planned	50% construction Progress of all sanitation projects as planned	75% construction Progress of all sanitation projects as planned	100% completion of all sanitation projects as planned
						25% construction Progress of all sanitation projects as planned	50% construction Progress of all sanitation projects as planned	75% construction Progress of all sanitation projects as planned	100% completion of all sanitation projects as planned

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Functional area	Objective	Weight	KPI/ Measurement	Baseline	Annual target	Quarter			
						Quarter 1	Quarter 2	Quarter 3	Quarter 4
Electricity and Mechanical	Enabled uninterrupted Access to Services	5%	% completion of Electrical and Mechanical projects	100% completion of Electrical and Mechanical projects (8 projects)	100% completion of Electrical and Mechanical Projects (10 projects)	25% construction Progress of all electrical and mechanical projects as planned	50% construction Progress of all electrical and mechanical projects as planned	75% construction Progress of all electrical and mechanical projects as planned	100% completion of all electrical and mechanical projects as planned (10 projects)
						25% construction Progress of all roads and bridges projects as planned	50% construction Progress of all roads and bridges projects as planned	75% construction Progress of all roads and bridges projects as planned	100% completion of all roads and bridges projects as planned
Roads and Bridges	Enabled uninterrupted Access to Services	20%	% completion of roads and storm-water projects	100% completion of all road and bridges projects	100% completion of all roads and bridges (21 projects)	25% construction Progress of all roads and bridges projects as planned	50% construction Progress of all roads and bridges projects as planned	75% construction Progress of all roads and bridges projects as planned	100% completion of all roads and bridges projects as planned
Infrastructure Planning	Informed Planning of Municipal Infrastructure and Projects	10%	Number of business plans	12 business plans/technical reports	12 business plans/technical reports	3 business plans/ technical report	3 business plans/ technical report	business plans/ technical report	4 business plans/ technical report
						12 Reports	12 Reports	12 Reports	12 Reports
Water services	Provision of water service		% Completion of package plants	New	100% Completion of upgrade package plants	25% Completion of upgrade package plants	50% Completion of upgrade package plants	75% Completion of upgrade package plants	100% Completion of upgrade package plants
						36 grant reports to be completed	36 grant reports	36 grant reports to be completed	36 grant reports
Water services	Uninterrupted Maintenance Programme		% implementation of water services maintenance plan	55% implementation of water services maintenance plan	100% implementation of water services maintenance plan	100% implementation of water services maintenance plan	100% implementation of water services maintenance plan	100% implementation of water services maintenance plan	100% implementation of water services maintenance plan

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Functional area	Objective	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Roads and Bridges	Uninterrupted Maintenance Programme		% implementation of Roads and Storm-water maintenance plan	70% implementation of Roads and Storm-water maintenance plan	100% implementation of Roads and storm-water maintenance plan	100% implementation of Roads and storm-water maintenance plan	100% implementation of roads and storm-water maintenance plan	100% implementation of roads and storm-water maintenance plan	100% implementation of roads and storm-water maintenance plan
	Uninterrupted Maintenance Programme		% implementation of municipal buildings maintenance plan	75% implementation of municipal building maintenance plan	100% implementation of municipal building maintenance plan	100% implementation of municipal building maintenance plan	100% implementation of municipal building maintenance plan	100% implementation of municipal building maintenance plan	100% implementation of municipal building maintenance plan
Good Government (Risk, PMS and HRM)	Improved performance of the organization	10%	Number of technical managers Performance Plans/ Compacts to be developed and evaluated/ assessed quarterly	6 technical managers' performance plan were developed and assessed during 2020/21 F/Y	6 Technical managers Performance Plans/ Compacts to be developed and 1 quarterly assessment	6 Technical managers Performance Plans/ Compacts to be developed and 1 quarterly assessment	1 Performance assessment	1 Performance assessment	1 Performance assessment
	Improved performance of the organization through risk management		Number of technical Risk Action Log developed and 4 risk report	4 quarterly Risk Management reports were compiled.	03 risk report and 02 updated risk register (operational and strategic)	1 operational risk register	1 operational and strategic report	1 operational and strategic report	1 operational and strategic report 01 strategic register
	Improved staff monthly performance		Number of departmental meetings to review performance	10 departmental meeting done in 2020/2021	Conduct 12 departmental meetings	Conduct 3 monthly departmental meetings	Conduct 3 monthly departmental meetings	Conduct 3 monthly departmental meetings	Conduct 3 monthly departmental meetings

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

7.9. The CRs will make up the other 20% of the Employee's assessment score. CRs that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list below as agreed to between the Employer and Employee. Three of the CRs are compulsory for Municipal Managers:

<b>COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>		
<b>LEADING COMPETENCIES</b>		
	✓	WEIGHT
Strategic Direction and Leadership	✓	10%
People Management	✓	10%
Program and Project Management	✓	5%
Financial Management	✓	10%
Change Leadership	✓	5%
Governance Leadership	✓	5%
<b>CORE COMPETENCIES</b>		
Moral Competence	✓	5%
Planning and Organising	✓	10%
Analysis and Innovation	✓	10%
Knowledge and Information Management	✓	10%
Communication	✓	10%
Results and Quality Focus	✓	10%
Total percentage	-	100%

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## 8. EVALUATING PERFORMANCE

8.1. The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1. The standards and procedures for evaluating the Employee's performance; and

8.1.2. The intervals for the evaluation of the Employee's performance.

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

8.3. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

8.4. The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

8.5. The annual performance appraisal will involve:

8.5.1. Assessment of the achievement of results as outlined in the performance plan:

8.5.1.1. Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

8.5.2.

8.5.2.1. An indicative rating on the five-point scale should be provided for each KPA.

8.5.2.2. The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.3. Assessment of the CRs

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8.5.3.1. Each CR should be assessed according to the extent to which the specified standards have been met.

8.5.3.2. An indicative rating on the five-point scale should be provided for each CR.

8.5.3.3. This rating should be multiplied by the weighting given to each CR during the contracting process, to provide a score.

8.5.3.4. The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CR score.

#### 8.5.4. Overall rating

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

8.6. The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					

Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					

8.7. For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established –

8.8. Executive Mayor or Mayor;

8.8.1. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.8.3. Mayor and/or municipal manager from another municipality; and

8.8.4. Member of a ward committee as nominated by the Executive Mayor or Mayor.

8.9. For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –

8.9.1. Municipal Manager;

8.9.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.9.4. Municipal manager from another municipality.

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

**9. SCHEDULE FOR PERFORMANCE REVIEWS**

9.1. The performance of each Employee in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

- First quarter : July – September 2021
- Second quarter : October – December 2021
- Third quarter : January – March 2022
- Fourth quarter : April – June 2022

9.2. The Employer shall keep a record of the mid-year review and annual assessment meetings.

9.3. Performance feedback shall be based on the Employer’s assessment of the Employee’s performance.

9.4. The Employer will be entitled to review and make reasonable changes to the provisions of Annexure “A” from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

9.5. The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

**10. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing developmental gaps is attached as below:

Competency Gaps Identified (Skills, Knowledge, Attributes)	Which Learning And/or Development Opportunities Are Required To Address The Gap?	What Kind Of Action And/or Support Is Required To Address The Gap?	By When Should The Gap Be Addressed?	How Will You Demonstrate That The Competency Gap Is Closed?
None				

## 11. OBLIGATIONS OF THE EMPLOYER

The Employer shall –

- 11.1. Create an enabling environment to facilitate effective performance by the employee;
- 11.2. Provide access to skills development and capacity building opportunities;
- 11.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.4. On the request of the Employee delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 11.5. Makes available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

## 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
  - 12.1.3. 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 10.1 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 of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

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%.

13.2.3. BLM policy shall apply for rewarding good performance as adopted by council.

13.3. In the case of unacceptable performance, the Employer shall –

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

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

#### 14. DISPUTE RESOLUTION

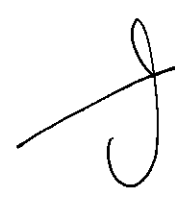
14.1. Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

14.1.1. The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

14.1.2. Any other person appointed by the MEC.


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

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

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## 15. GENERAL

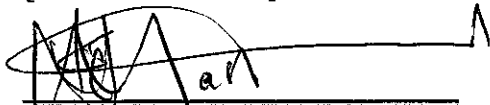
- 15.1. The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 15.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 15.3. The performance assessment results of the managers directly reporting to the Municipal Manger must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government.

A handwritten signature in black ink, consisting of a stylized 'E' followed by a large, looped flourish.

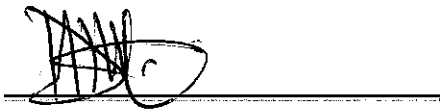
**16. SIGNING**

Thus done and signed at Bulbuckn Lge on this the 28 day of July 2021

**Mr E Mashava**  
[Director Technical]

  
\_\_\_\_\_  
Signature

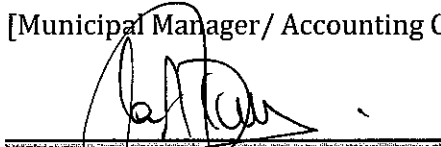
28/07/2021  
\_\_\_\_\_  
Date

  
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Witness

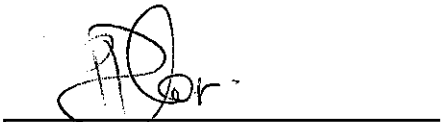
28/07/2021  
\_\_\_\_\_  
Date

And

**Mrs C.A Nkuna**  
[Municipal Manager/ Accounting Officer]

  
\_\_\_\_\_  
Signature

28/07/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

28/07/2021  
\_\_\_\_\_  
Date



# **BUSHBUCKRIDGE**

**LOCAL MUNICIPALITY**

## **PERFORMANCE AGREEMENT**

**BUSHBUCKRIDGE LOCAL MUNICIPALITY**

Represented by

**C A NKUNA**

**[HEREINAFTER REFERRED TO AS THE ACCOUNTING OFFICER/ MUNICIPAL MANAGER]**

AND

**A.M MNISI**

**[HEREINAFTER REFERRED TO AS THE ACTING DIRECTOR COMMUNITY SERVICES]**

**(FOR THE PERIOD 01 JULY 2021 UNTIL 30 SEPTEMBER 2021)**

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A.M.J.

**1. JOB DETAILS**

Salary- Number	S004772
Location	Bushbuckridge Local Municipality
Occupational Classification	Executive
Designation	Acting Director Community Services

**2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:**

The **Bushbuckridge Local Municipality** herein represented by **C.A Nkuna** in her/his capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

And **Mnisi Aubrey Mlungisi** Employee of the Municipality (hereinafter referred to as the **Employee**).

**WHEREBY IT IS AGREED AS FOLLOWS:**

**3. INTRODUCTION**

3.1. The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (4) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".

3.2. The Systems Act, reads with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the municipality.

3.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.

3.4. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

**4. PURPOSE OF THIS AGREEMENT**

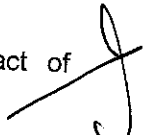
The purpose of this Agreement is to –

  
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- 4.1. Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 4.2. Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 4.3. Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 4.4. Monitor and measure performance against set targeted outputs;
- 4.5. Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 4.6. In the event of outstanding performance, to appropriately reward the employee; and
- 4.7. Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

## 5. COMMENCEMENT AND DURATION

- 5.1. This Agreement will commence on ( **01 July 2021** and will remain in force until **30 September 2021**) thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 5.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 5.3. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

  
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5.4. The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.

5.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

## **6. PERFORMANCE OBJECTIVES**

6.1. The Performance Plan (Annexure A) sets out-

6.1.1. The performance objectives and targets that must be met by the Employee; and

6.1.2. The time frames within which those performance objectives and targets must be met.

6.2. The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

6.2.1. The key objectives describe the main tasks that need to be done.

6.2.2. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.

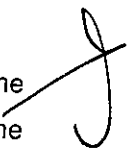
6.2.3. The target dates describe the timeframe in which the work must be achieved.

6.2.4. The weightings show the relative importance of the key objectives to each other.

6.3. The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

## **7. PERFORMANCE MANAGEMENT SYSTEM**

7.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.

  
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- 7.2. The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 7.3. The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 7.4. The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 7.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 7.5.1. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.
- 7.5.2. Each area of assessment will be weighted and will contribute a specific part to the total score.
- 7.5.3. KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.
- 7.5.4. The total score must be determined using the rating calculator.
- 7.6. The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:


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7.7. Summary of the SDBIP key performance areas 2021/2022

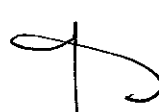
Functional Area	Strategic objective as per IDP	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
					Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget		
Sports and Recreation	Ensure accessibility to sports and recreation facilities	Number of sports and recreation programmes	24 sports and recreation programmes conducted in 2020/2021 FY	22 programmes to be conducted	6 programmes to be conducted	7 programmes to be conducted	6 programmes to be conducted	3 programmes to be conducted	4 Reports to be issued	4 Reports to be issued	4 Reports to be issued	4 Reports to be issued
					2 Reports to be issued	3 reports to be issued	4 Reports to be issued	4 Reports to be issued	4 Reports to be issued	4 Reports to be issued		
Social Development (Youth, Children, Disability and gender affair, HIV and AIDS, Bursaries and indigent services )	To provide social support to all targeted community members	Number of programmes, events or meeting on social development conducted	61 Programmes conducted in 2020/2021 FY	42 Programmes, events or meeting on social development to be conducted	10 Programmes, events or meeting to be conducted	10 Programmes, events or meeting to be conducted	11 Programmes, events or meeting to be conducted	11 Programmes, events or meeting to be conducted	11 Programmes, events or meeting to be conducted	11 Programmes, events or meeting to be conducted	11 Programmes, events or meeting to be conducted	11 Programmes, events or meeting to be conducted
					2 reports on programmes, events or meeting on social development conducted	4 reports on programmes, events or meeting on social development conducted	7 reports on programmes, events or meeting on social development conducted	4 reports on programmes, events or meeting on social development conducted	7 reports on programmes, events or meeting on social development conducted	4 reports on programmes, events or meeting on social development conducted		
	To provide social support to all targeted community members	Number of reports on programmes, events or meeting on social development conducted	03 reports issued in 2020/2021 FY	17 reports on programmes, events or meeting on social development conducted	2 reports on programmes, events or meeting on social development conducted	4 reports on programmes, events or meeting on social development conducted	7 reports on programmes, events or meeting on social development conducted	4 reports on programmes, events or meeting on social development conducted	7 reports on programmes, events or meeting on social development conducted	4 reports on programmes, events or meeting on social development conducted	4 reports on programmes, events or meeting on social development conducted	4 reports on programmes, events or meeting on social development conducted

  
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Functional Area	Strategic objective as per IDP	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1				Quarter 2				Quarter 3				Quarter 4			
					Projection plan & budget				Projection plan & budget				Projection plan & budget				Projection plan & budget			
<b>DLTC AND REGISTRY AUTHORITY</b>	Financial management and viability	Number of reports on revenue collected and DLTC services provided	8000 learner drivers tested in 32M revenue collected in 2020/2021 FY	4 Reports on 8000 learner drivers to be tested and 34M to be collected in 2021/2022 FY	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected	Progress report on 2000 learners drivers to be tested and 8M revenue to be collected			
<b>FIRE AND RESCUE</b>	Ensure all business compliant with NFBR and ensure fire service is compliant with SANS CODE 10090 community fire protection	Number of fire and rescue inspection to be conducted in BLM businesses	240 Inspections conducted for 2020/2021 FY	240 Inspections to be conducted	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue	2 Reports on Fire and Rescue			
<b>ROAD TRAFFIC SERVICES</b>	Improved social cohesion and safe environment	Number of summons to be issued	10 000 summons issued in 2020/2021 FY	5000 summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued	1250 Summons to be issued			
<b>TRAFFIC ENFORCEMENT</b>	Improved social cohesion and safe environment	Number of road safety operations conducted and compliance reports to be issued	12 operations conducted in 2020/2021 FY	26 operations to be conducted and 4 compliance reports to be issued	04 operation to be conducted and 1 report to be issued	09 operation to be conducted and 1 report to be issued	09 operation to be conducted and 1 report to be issued	04 operation to be conducted and 1 report to be issued	09 operation to be conducted and 1 report to be issued	09 operation to be conducted and 1 report to be issued	04 operation to be conducted and 1 report to be issued	09 operation to be conducted and 1 report to be issued	09 operation to be conducted and 1 report to be issued	09 operation to be conducted and 1 report to be issued	09 operation to be conducted and 1 report to be issued	09 operation to be conducted and 1 report to be issued	09 operation to be conducted and 1 report to be issued			

  
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Functional Area	Strategic objective as per IDP	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
					Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
DISASTER MANAGEMENT	Improved social cohesion and safe environment	Number of reports on disaster awareness campaigns conducted and relief materials provided	3 disaster management awareness campaign and 80 families assisted in 2020/2021 FY	08 reports on disaster management campaigns conducted and relief materials provided	2 reports on disaster management campaigns conducted and relief materials provided	2 reports on disaster management campaigns conducted and relief materials provided	2 reports on disaster management campaigns conducted and relief materials provided	2 reports on disaster management campaigns conducted and relief materials provided
					1 disaster management meetings toheld	1 disaster management meetings toheld	2 disaster management meetings toheld	3 disaster management meetings toheld
SECURITY SERVICES	Secure all municipal assets	Number of reports for security services raised and issues resolved	12 monthly reports submitted in 2020/2021	4 reports security to be produced	1 reports security to be produced	1 reports security to be produced	1 reports security to be produced	1 reports security to be produced
PUBLIC TRANSPORT	Improved social cohesion and safe environment	Number of reports on public transport inspections conducted and progress report on integrated transport plan	40 inspection conducted in 2020/2021 FY	4 Reports on the 40 inspections to be conducted and 2 progress reports on Integrated transport plan (ITP)	1 Report on the 10 inspections to be conducted and 1 progress report on ITP	1 Report on the 10 inspections to be conducted and 1 progress report on ITP	1 Report on the 10 inspections to be conducted	1 Report on the 10 inspections to be conducted

  
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Functional Area	Strategic objective as per IDP	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter			
					Quarter 1	Quarter 2	Quarter 3	Quarter 4
Good governance	Effective and efficient governance structures	Number of reports for risk management submitted	4 risk reports developed in 2020/2021 FY	3 risk reports and 2 updated operational and strategic risk registers	1 operational register	1 Operational and strategic risk report	1 Operational and strategic risk report	1 Operational and strategic risk report and 1 strategic risk register
					7 performance compacts to be developed and 1 assessments to be conducted	1 assessments to be conducted	1 assessments to be conducted	1 assessments to be conducted
					1 reports on the implementation of council resolution	1 reports on the implementation of council resolution	1 reports on the implementation of council resolution	1 reports on the implementation of council resolution
					1 report on procurement plan submitted to SCM	1 report on implementation of the Procurement plan	1 report on implementation of the Procurement plan	1 report on implementation of the Procurement plan
Good governance	Effective and efficient governance structures	Number of performance compacts to be developed and assessed as per the PMS cycle	All seven (7) unit Mangers assessed for performance in 2020/2021 FY	7 performance compacts to be developed and 4 assessments to be conducted	7 performance compacts to be developed and 1 assessments to be conducted	1 assessments to be conducted	1 assessments to be conducted	1 assessments to be conducted
					4 reports on the implementation of council resolutions	1 reports on the implementation of council resolution	1 reports on the implementation of council resolution	1 reports on the implementation of council resolution
					4 council resolution to be implemented in 2020/2021 FY	1 reports on the implementation of council resolution	1 reports on the implementation of council resolution	1 reports on the implementation of council resolution
					1 procurement plan for all units and 3 reports in implementation of the procurement plan p	1 report on implementation of the Procurement plan	1 report on implementation of the Procurement plan	1 report on implementation of the Procurement plan

  
 A.M.F.

Functional Area	Strategic objective as per IDP	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
					Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
HRM	Assess the capacity of Bushbuckridge Local Municipality	Number of departmental meeting to be conducted	HRM target was not specified for 2020/2021	Conduct 11 departmental meetings	3 departmental meeting to be conducted	2 departmental meeting to be conducted	3 departmental meeting to be conducted	3 departmental meeting to be conducted

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

7.9. The CRs will make up the other 20% of the Employee's assessment score. CRs that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list below as agreed to between the Employer and Employee. Three of the CRs are compulsory for Municipal Managers:

<b>COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>		
<b>LEADING COMPETENCIES</b>	✓	<b>WEIGHT</b>
Strategic Direction and Leadership	✓	10%
People Management	✓	10%
Program and Project Management	✓	5%
Financial Management	✓	10%
Change Leadership	✓	5%
Governance Leadership	✓	5%
<b>CORE COMPETENCIES</b>		
Moral Competence	✓	5%
Planning and Organising	✓	10%
Analysis and Innovation	✓	10%
Knowledge and Information Management	✓	10%
Communication	✓	10%
Results and Quality Focus	✓	10%
Total percentage	-	<b>100%</b>

J. A.M

## 8. EVALUATING PERFORMANCE

8.1. The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1. The standards and procedures for evaluating the Employee's performance; and

8.1.2. The intervals for the evaluation of the Employee's performance.

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

8.3. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

8.4. The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

8.5. The annual performance appraisal will involve:

8.5.1. Assessment of the achievement of results as outlined in the performance plan:

8.5.1.1. Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

8.5.1.2. An indicative rating on the five-point scale should be provided for each KPA.

8.5.1.3. The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2. Assessment of the CRs

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- 8.5.2.1. Each CR should be assessed according to the extent to which the specified standards have been met.
- 8.5.2.2. An indicative rating on the five-point scale should be provided for each CR.
- 8.5.2.3. This rating should be multiplied by the weighting given to each CR during the contracting process, to provide a score.
- 8.5.2.4. The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CR score.

8.5.3. Overall rating

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

8.6. The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					

*J* *A.M*

Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					

8.7. For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established –

8.7.1. Executive Mayor or Mayor;

8.7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.7.4. Mayor and/or municipal manager from another municipality; and

8.7.5. Member of a ward committee as nominated by the Executive Mayor or Mayor.

8.8. For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –


8.8.1. Municipal Manager;

8.8.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.8.4. Municipal manager from another municipality.

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

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**9. SCHEDULE FOR PERFORMANCE REVIEWS**

9.1. The performance of each Employee in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

- First quarter : July – September 2021
- Second quarter : October – December 2021
- Third quarter : January – March 2022
- Fourth quarter : April – June 2022

9.2. The Employer shall keep a record of the mid-year review and annual assessment meetings.

9.3. Performance feedback shall be based on the Employer’s assessment of the Employee’s performance.

9.4. The Employer will be entitled to review and make reasonable changes to the provisions of Annexure “A” from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

9.5. The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

**10. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing developmental gaps is attached as below:

Competency Gaps Identified (Skills, Knowledge, Attributes)	Which Learning And/or Development Opportunities Are Required To Address The Gap?	What Kind Of Action And/or Support Is Required To Address The Gap?	By When Should The Gap Be Addressed?	How Will You Demonstrate That The Competency Gap Is Closed?
None				

*J*  
*A.M*

## **11. OBLIGATIONS OF THE EMPLOYER**

- 11.1. The Employer shall –
- 11.2. Create an enabling environment to facilitate effective performance by the employee;
- 11.3. Provide access to skills development and capacity building opportunities;
- 11.4. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.5. On the request of the Employee delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 11.6. Makes available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

## **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
  - 12.1.3. 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 10.1 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 of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

- 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%.
- 13.2.3. BLM policy shall apply for rewarding good performance as adopted by council.

13.3. In the case of unacceptable performance, the Employer shall –

- 13.3.1. Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 13.3.2. After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

#### **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 any other matter provided for, shall be mediated by –

14.1.1. The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

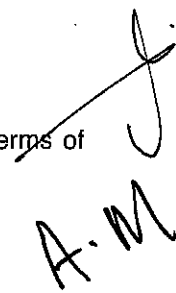
14.1.2. Any other person appointed by the MEC.

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

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

#### **15. GENERAL**

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



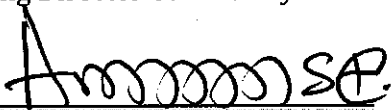
15.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

15.3. The performance assessment results of the managers directly reporting to the Municipal Manger must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government.


**16. SIGNING**

Thus done and signed at Bushbuckridge on this the..... day of July..... 2021

**Mr A.M Mnisi**  
[Acting Director Community Services]

  
Signature

28 July 2021  
Date

  
Witness


28 July 2021  
Date

And

**Mrs C.A Nkuna**  
[Municipal Manager/ Accounting Officer]

  
Signature

29/07/2021  
Date

  
Witness

29/07/2021  
Date



# **BUSHBUCKRIDGE**

## **LOCAL MUNICIPALITY**

### **PERFORMANCE AGREEMENT**

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

**C A NKUNA**

[HEREINAFTER REFERRED TO AS THE ACCOUNTING OFFICER/ MUNICIPAL MANAGER]

AND

**S R SHILENGE**

[HEREINAFTER REFERRED TO AS THE ACTING DIRECTOR CORPORATE SERVICES]

(FOR THE PERIOD 01 JULY 2021 UNTIL 30 SEPTEMBER 2021)

A handwritten signature in black ink, appearing to be 'S. R. Shilenge', written in a cursive style.

S. R.

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## 1. JOB DETAILS

Salary- Number	S006673
Location	Bushbuckridge Local Municipality
Occupational Classification	Executive
Designation	Acting Director Corporate Services

## 2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

The **Bushbuckridge Local Municipality** herein represented by **Mrs C.A Nkuna** in her capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

And **Dr Shilenge Sipho Richard** Employee of the Municipality (hereinafter referred to as the **Employee**).

## 3. INTRODUCTION

3.1. The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (4) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".

3.2. The Systems Act, reads with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the municipality.

3.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.

3.4. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

## 4. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

4.1. Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;

4.2. Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and



accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

- 4.3. Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 4.4. Monitor and measure performance against set targeted outputs;
- 4.5. Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 4.6. In the event of outstanding performance, to appropriately reward the employee; and
- 4.7. Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

## **5. COMMENCEMENT AND DURATION**

- 5.1. This Agreement will commence on ( **01 July 2021** and will remain in force until **30 September 2021**) thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next quarter of the financial year portion thereof.
- 5.2. The parties will review the provisions of this Agreement during the month of September 2021. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at every quarter by not later than the beginning of each successive quarter of the year.
- 5.3. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 5.4. The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 5.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

S.R. J

## **6. PERFORMANCE OBJECTIVES**

6.1. The Performance Plan (Annexure A) sets out-

6.1.1. The performance objectives and targets that must be met by the Employee; and

6.1.2. The time frames within which those performance objectives and targets must be met.

6.2. The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

6.2.1. The key objectives describe the main tasks that need to be done.

6.2.2. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.

6.2.3. The target dates describe the timeframe in which the work must be achieved.

6.2.4. The weightings show the relative importance of the key objectives to each other.

6.3. The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

## **7. PERFORMANCE MANAGEMENT SYSTEM**

7.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.

7.2. The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

7.3. The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

- 7.4. The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 7.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 7.5.1. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.
- 7.5.2. Each area of assessment will be weighted and will contribute a specific part to the total score.
- 7.5.3. KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.
- 7.5.4. The total score must be determined using the rating calculator.
- 7.6. The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:



7.7. Summary of the SDBIP key performance areas 2021/2022

Functional Area	Strategic objective as per IDP	Weight	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Human resource management	Improve performance	30%	Number of appointed employees with individual job descriptions	13 new employees were appointed in 2020/2021	40 employees to be appointed and provided with job description	10 employees to be appointed and provided with job description	10 employees to be appointed and provided with job description	10 employees to be appointed and provided with job description	10 employees to be appointed and provided with job description
			Number of labour relations workshops to be conducted	3 labour relations workshops conducted in 2020/2021	4 labour relations workshops to be conducted	1 labour relations workshop to be conducted	1 labour relations workshop to be conducted	1 labour relations workshop to be conducted	1 labour relations workshop to be conducted
			Number of reports on employees to undergo medical examination by registered medical Doctor	358 employees went for medical examination in 2020/2021	2 reports on medical examination to be submitted	1 reports on medical examination to be submitted	1 reports on medical examination to be submitted	1 reports on medical examination to be submitted	1 reports on medical examination to be submitted
Implementation of Work place skills plan	Planning on capacitation of employees and councillors		Number of reports on the implementation of WSP	1 WSP submitted for 2020/2021 to LGSETA and 04 reports on implemented of WSP	1 WSP submitted for 2021/2022 to LGSETA and 04 reports on implementation of WSP	1 WSP submitted for 2021/2022 to LGSETA and 1 report on implementation of WSP	1 report on implementation of WSP	1 report on implementation of WSP	1 report on implementation of WSP

	Capacitated workforce and political office		Number of officials and staff to be trained	98 Officials and 11 Councillors were trained	50 Officials and 30 Councillors to be trained	15 Officials and 10 Councillors to be trained	10 Officials and 5 Councillors to be trained	10 Officials and 5 Councillors to be trained
Legal Services	To provide sound legal administrative support	10%	Number of Legal services programs	8 Legal services programs/ reports done in 2020/2021	8 Legal services programs/ reports	2 Legal services programs	2 Legal services programs	2 Legal services programs
Council Support	To provide council support	10%	Number ordinary council sittings	4 Ordinary council sitting held in 2020/2021	4 Ordinary council sitting to be held	1 Ordinary council sitting to be held	1 Ordinary council sitting to be held	1 Ordinary council sitting to be held
Fleet Management	To provide effective and efficient fleet management	15%	Number of quarterly fleet management reports	4 updated fleet management reports on 148 available fleet compiled	4 updated fleet management reports to be compiled in 2021/2022	1 updated fleet management reports	1 updated fleet management reports	1 updated fleet management reports
Record management	Effective and efficient administration of records		Number of reports on the implementation of the approved file plan	4 reports on the implementation of file plan compiled	4 reports on the implementation of the approved file plan	1 reports on the implementation of file plan	1 reports on the implementation of file plan	1 reports on the implementation of file plan

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Internet and Communication Technology	Improve Information Communication Technology	10%	Number reports on installation of ICT network upgrade	New	4 reports on installation of ICT network upgrade	1 progress report on selection and appointment of service provider	1 reports on installation of ICT network upgrade	1 reports on installation of ICT network upgrade
Health and Wellness	To provide support to the affected employees	10%	Number of reports for social support programs	8 employees supported in 2020/2021	4 reports per annum to be submitted	1 report for social support to be submitted	1 report for social support to be submitted	1 report for social support to be submitted
			Number of risk reports and development of Corporate Services risk action log	Strategic and operational risks were identified and 4 quarterly risk assessment logs were compiled.	4 Risk reports and development of Corporate Services risk action log	1 Reports on risk action log	1 Reports on risk action log	Submit 1 reports on risk action log and develop Corporate Services risk action log
Good governance (risk, HRM and PMS)	Effective and efficient governance structures	15%	Number of performance plans and performance reviews	6 Performance plans for managers were developed and 4 x quarterly reviews were conducted	Development of 6 Performance plans for all managers under Corporate Services and 4 Performance reviews	6 Performance plans developed for managers under Corporate Services and 1 Performance review	1 Performance review	1 Performance review
			Number of departmental meeting to monitor performance	8 departmental meetings were held	12 departmental meetings to monitor performance	3 departmental meetings to monitor performance	3 departmental meetings to monitor performance	3 departmental meetings to monitor performance

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

7.9. The CRs will make up the other 20% of the Employee's assessment score. CRs that are deemed to be most critical for the Employee's specific job should be selected (√) from the list below as agreed to between the Employer and Employee. Three of the CRs are compulsory for Municipal Managers:

<b>COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>		
<b>LEADING COMPETENCIES</b>	√	<b>WEIGHT</b>
Strategic Direction and Leadership	✓	10%
People Management	✓	10%
Program and Project Management	✓	5%
Financial Management	✓	10%
Change Leadership	✓	5%
Governance Leadership	✓	5%
<b>CORE COMPETENCIES</b>		
Moral Competence	✓	5%
Planning and Organising	✓	10%
Analysis and Innovation	✓	10%
Knowledge and Information Management	✓	10%
Communication	✓	10%
Results and Quality Focus	✓	10%
Total percentage	-	<b>100%</b>

S.R. J



## 8. EVALUATING PERFORMANCE

8.1. The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1. The standards and procedures for evaluating the Employee's performance; and

8.1.2. The intervals for the evaluation of the Employee's performance.

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

8.3. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

8.4. The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

8.5. The annual performance appraisal will involve:

8.5.1. Assessment of the achievement of results as outlined in the performance plan:

8.5.1.1. Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

8.5.1.2. An indicative rating on the five-point scale should be provided for each KPA.

8.5.1.3. The applicable assessment rating calculator (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2. Assessment of the CRs

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- 8.5.2.1. Each CR should be assessed according to the extent to which the specified standards have been met.
- 8.5.2.2. An indicative rating on the five-point scale should be provided for each CR.
- 8.5.2.3. This rating should be multiplied by the weighting given to each CR during the contracting process, to provide a score.
- 8.5.2.4. The applicable assessment rating calculator (refer to paragraph 7.5.1) must then be used to add the scores and calculate a final CR score.

8.5.3. Overall rating

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

8.6. The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					

S.R. 

Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					

8.7. For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established –

8.7.1. Executive Mayor or Mayor;

8.7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.7.4. Mayor and/or municipal manager from another municipality; and

8.7.5. Member of a ward committee as nominated by the Executive Mayor or Mayor.

8.8. For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –

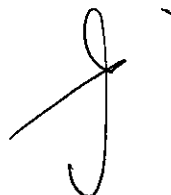
8.8.1. Municipal Manager;

8.8.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.8.4. Municipal manager from another municipality.

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



**9. SCHEDULE FOR PERFORMANCE REVIEWS**

9.1. The performance of each Employee in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

- First quarter : July – September 2021
- Second quarter : October – December 2021
- Third quarter : January – March 2022
- Fourth quarter : April – June 2022

9.2. The Employer shall keep a record of the mid-year review and annual assessment meetings.

9.3. Performance feedback shall be based on the Employer's assessment of the Employee's performance.

9.4. The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

9.5. The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

**10. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing developmental gaps is attached as below:

Competency Gaps Identified (Skills, Knowledge, Attributes)	Which Learning And/or Development Opportunities Are Required To Address The Gap?	What Kind Of Action And/or Support Is Required To Address The Gap?	By When Should The Gap Be Addressed?	How Will You Demonstrate That The Competency Gap Is Closed?
None				

*S.R*

## **11. OBLIGATIONS OF THE EMPLOYER**

The Employer shall –

- 11.1. Create an enabling environment to facilitate effective performance by the employee;
- 11.2. Provide access to skills development and capacity building opportunities;
- 11.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.4. On the request of the Employee delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 11.5. Makes available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

## **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
  - 12.1.3. 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 10.1 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 of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

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%.

13.2.3. BLM policy shall apply for rewarding good performance as adopted by council.

13.3. In the case of unacceptable performance, the Employer shall –

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

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

#### **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 any other matter provided for, shall be mediated by –

14.1.1. The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

14.1.2. Any other person appointed by the MEC.

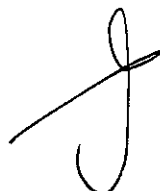
14.1.3. In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt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

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



## 15. GENERAL

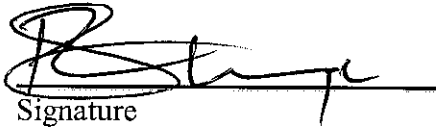
- 15.1. The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 15.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 15.3. The performance assessment results of the managers directly reporting to the Municipal Manger must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government.

A large, stylized handwritten signature in black ink, consisting of a vertical line with a loop at the top and a horizontal stroke across the middle.

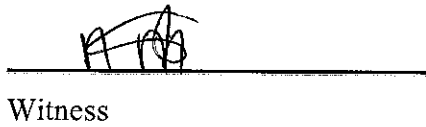
**16. SIGNING**

Thus done and signed at BLM H/O on this the..... day of ..... 2021

**Dr SR Shilenge**  
[Acting Director Corporate Services ]

  
Signature

04/08/2021  
Date

  
Witness

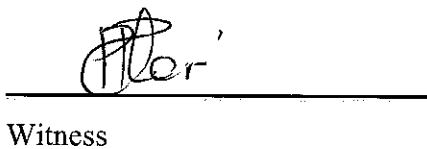
04/08/2021  
Date

And

**Mrs C.A Nkuna**  
[Municipal Manager/ Accounting Officer]

  
Signature

04/08/2021  
Date

  
Witness

04/08/2021  
Date





# **BUSHBUCKRIDGE**

**LOCAL MUNICIPALITY**

## **PERFORMANCE AGREEMENT**

**BUSHBUCKRIDGE LOCAL MUNICIPALITY**

Represented by

**C A NKUNA**

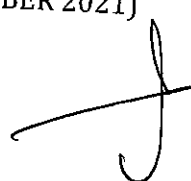
**[HEREINAFTER REFERRED TO AS THE ACCOUNTING OFFICER/ MUNICIPAL MANAGER]**

AND

**M.B MATLALA**

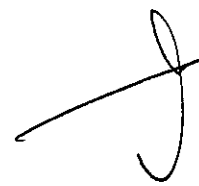
**[HEREINAFTER REFERRED TO AS THE ACTING CHIEF FINANCIAL OFFICER]**

**(FOR THE PERIOD 01 JULY 2021 UNTIL 30 SEPTEMBER 2021)**

*MB* 

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MB

**1. JOB DETAILS**

Salary- Number	S009982
Location	Bushbuckridge Local Municipality
Occupational Classification	Executive
Designation	Acting CFO

**2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:**

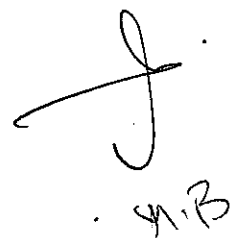
The **Bushbuckridge Local Municipality** herein represented by **Cynthia Audrey Nkuna** in her/his capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

And **Matlala Maripa Bennett** Employee of the Municipality (hereinafter referred to as the **Employee**)

**WHEREBY IT IS AGREED AS FOLLOWS:**

**3. INTRODUCTION**

- 3.1. The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (4) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 3.2. The Systems Act, reads with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the municipality.
- 3.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 3.4. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.



Handwritten signature of Matlala Maripa Bennett, with the initials "M.B." written below it.

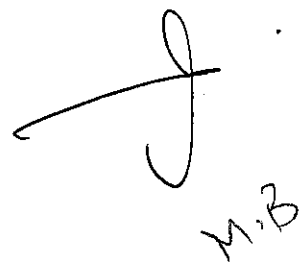
#### 4. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 4.1. Comply with the provisions of Section 57(1) (b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 4.2. Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 4.3. Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 4.4. Monitor and measure performance against set targeted outputs;
- 4.5. Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 4.6. In the event of outstanding performance, to appropriately reward the employee; and
- 4.7. Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

#### 5. COMMENCEMENT AND DURATION

- 5.1. This Agreement will commence on ( **01 July 2021** and will remain in force until **30 September 2021**) thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the performance quarter of this financial year.



A handwritten signature, possibly 'J', is written above the initials 'M.B.' in the bottom right corner of the page.

- 5.2. The parties will review the provisions of this Agreement during month of September 2021. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at every quarter by not later than the beginning of each successive quarter of the year .
- 5.3. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 5.4. The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 5.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

## **6. PERFORMANCE OBJECTIVES**

6.1. The Performance Plan (Annexure A) sets out-

6.1.1. The performance objectives and targets that must be met by the Employee; and

6.1.2. The time frames within which those performance objectives and targets must be met.


6.2. The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

6.2.1. The key objectives describe the main tasks that need to be done.

6.2.2. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.

6.2.3. The target dates describe the timeframe in which the work must be achieved.

6.2.4. The weightings show the relative importance of the key objectives to each other.



M.B

6.3. The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

## **7. PERFORMANCE MANAGEMENT SYSTEM**

7.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.

7.2. The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

7.3. The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

7.4. The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.

7.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

7.5.1. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.

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

7.5.3. KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.

7.5.4. The total score must be determined using the rating calculator.

7.6. The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall



M.B.

assessment result as per the weightings agreed to between the Employer and Employee:

M.B.C.

✓

7.7. Summary of the SDBIP key performance areas 2021/2022


Functional area	Strategic objective as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	Quarter			
						Quarter 1	Quarter 2	Quarter 3	Quarter 4
Revenue collection	Improve collection of dept.	17%	Amount of revenue collected	210M	250M	30M	70M	100M	50M
SCM	Adherence to procurement plan timelines	17%	Number of Progress report on the implementation of Procurement plan	4 Progress report on the implementation of Procurement plan produced in 2020/2021	4 Progress report on the implementation of Procurement plan to be produced in 2021/2022	1 Progress report on the implementation of Procurement plan to be produced	1 Progress report on the implementation of Procurement plan to be produced	1 Progress report on the implementation of Procurement plan to be produced	1 Progress report on the implementation of Procurement plan to be produced
Expenditure Management	Ensure Municipal financial viability and management.	17%	% Period with sufficient cash to pay all financial commitment.	100% Period with sufficient cash to pay all financial commitment 2020/2021 F/Y.	100% Period with sufficient cash to pay all financial commitments.	100% Period with sufficient cash to pay all financial commitments.	100% Period with sufficient cash to pay all financial commitments.	100% Period with sufficient cash to pay all financial commitments.	100% Period with sufficient cash to pay all financial commitments.
Budget Management	Ensure adherence to finance procedures and control	17%	Number of statutory reports and strings to be submitted to treasury within prescribed period	12 statutory reports and strings submitted to treasury within prescribed period	12 statutory reports and strings submitted to treasury within prescribed period	3 statutory reports and strings submitted to treasury	3 statutory reports and strings submitted to treasury	3 statutory reports and strings submitted to treasury	3 statutory reports and strings submitted to treasury

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Asset Management	Improved implementation of Asset Management Policy.	17%	% Of new assets verified and included in FAR.	100% new assets verified and included in FAR in 2020/2021 F/Y	100% new assets verified and included in FAR	100% new assets verified and included in FAR	100% new assets verified and included in FAR	100% new assets verified and included in FAR	100% new assets verified and included in FAR
AFS	Improved implementation of financial Control	10%	Favourable Audit outcome.	Unqualified Audit outcome	Unqualified Audit outcome	Unqualified Audit outcome	Unqualified Audit outcome	Unqualified Audit outcome	-
Good governance ( Risk, PMS and HRM)	Manage all risk related to Finance KPA	5%	Number of Updated risk registers	4 Updated Registers	4 Updated Register	1 Updated Register	1 Updated Register	1 Updated Register	1 Updated Risk Register
HRM	Alignment Of SDBIP with employees' performance compacts		Number of finance managers performance plans and performance reviews	4 Quarterly Performance assessments for each employee in Finance	4 Quarterly performance Assessments for each employee in Finance	1 Quarterly performance Assessments for each employee in Finance	1 Quarterly performance Assessments for each employee in Finance	1 Quarterly performance Assessments for each employee in Finance	1 Quarterly performance Assessments for each employee in Finance
	Efficient use of municipal human capital		Number of departmental meeting addressing HR issues	12 departmental meeting addressing HR issues	12 departmental meeting addressing HR issues	3 departmental meeting addressing HR issues	3 departmental meeting addressing HR issues	3 departmental meeting addressing HR issues	3 departmental meeting addressing HR issues

N.B 

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

7.9. The CRs will make up the other 20% of the Employee's assessment score. CRs that are deemed to be most critical for the Employee's specific job should be selected (√) from the list below as agreed to between the Employer and Employee. Three of the CRs are compulsory for Municipal Managers:

<b>COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>		
<b>LEADING COMPETENCIES</b>	√	<b>WEIGHT</b>
Strategic Direction and Leadership	✓	10%
People Management	✓	10%
Program and Project Management	✓	5%
Financial Management	✓	10%
Change Leadership	✓	5%
Governance Leadership	✓	5%
<b>CORE COMPETENCIES</b>		
Moral Competence	✓	5%
Planning and Organising	✓	10%
Analysis and Innovation	✓	10%
Knowledge and Information Management	✓	10%
Communication	✓	10%
Results and Quality Focus	✓	10%
Total percentage	-	<b>100%</b>

  
M.B

## 8. EVALUATING PERFORMANCE

8.1. The Performance Plan (Annexure A) to this Agreement sets out –

8.1.1. The standards and procedures for evaluating the Employee's performance; and

8.1.2. The intervals for the evaluation of the Employee's performance.

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

8.3. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

8.4. The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

8.5. The annual performance appraisal will involve:

8.5.1. Assessment of the achievement of results as outlined in the performance plan:

8.5.1.1. Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

8.5.1.2. An indicative rating on the five-point scale should be provided for each KPA.

8.5.1.3. The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2. Assessment of the CRs



A handwritten signature, possibly 'J', is written above the initials 'M.B.'.

- 8.5.2.1. Each CR should be assessed according to the extent to which the specified standards have been met.
- 8.5.2.2. An indicative rating on the five-point scale should be provided for each CR.
- 8.5.2.3. This rating should be multiplied by the weighting given to each CR during the contracting process, to provide a score.
- 8.5.2.4. The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CR score.

8.5.3. Overall rating

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

8.6. The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					

Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					

8.7. For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established –

8.7.1. Executive Mayor or Mayor;

8.7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.7.4. Mayor and/or municipal manager from another municipality; and

8.7.5. Member of a ward committee as nominated by the Executive Mayor or Mayor.

8.8. For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –

8.8.1. Municipal Manager;

8.8.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

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

8.8.4. Municipal manager from another municipality.

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

*M.B.J.*

**9. SCHEDULE FOR PERFORMANCE REVIEWS**

9.1. The performance of each Employee in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter	:	July – September 2021
Second quarter	:	October – December 2021
Third quarter	:	January – March 2022
Fourth quarter	:	April – June 2022

9.2. The Employer shall keep a record of the mid-year review and annual assessment meetings.

9.3. Performance feedback shall be based on the Employer’s assessment of the Employee’s performance.

9.4. The Employer will be entitled to review and make reasonable changes to the provisions of Annexure “A” from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

9.5. The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

**10. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing developmental gaps is attached as below:

Competency Gaps Identified (Skills, Knowledge, Attributes)	Which Learning And/or Development Opportunities Are Required To Address The Gap?	What Kind Of Action And/or Support Is Required To Address The Gap?	By When Should The Gap Be Addressed?	How Will You Demonstrate That The Competency Gap Is Closed?

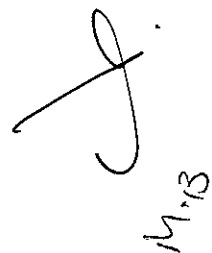
## 11. OBLIGATIONS OF THE EMPLOYER

The Employer shall –

- 11.1. Create an enabling environment to facilitate effective performance by the employee;
- 11.2. Provide access to skills development and capacity building opportunities;
- 11.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.4. On the request of the Employee delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 11.5. Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

## 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
  - 12.1.3. 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 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.



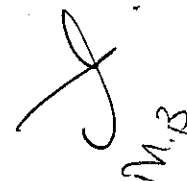
A handwritten signature, possibly 'J', is written above the initials 'M.B.' in the bottom right corner of the page.

### **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 of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:
- 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%.
  - 13.2.3. BLM policy shall apply for rewarding good performance as adopted by council.
- 13.3. In the case of unacceptable performance, the Employer shall –
- 13.3.1. Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
  - 13.3.2. After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

### **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 any other matter provided for, shall be mediated by –
- 14.1.1. The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or
  - 14.1.2. Any other person appointed by the MEC.
  - 14.1.3. In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Municipal





Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.

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

## **15. GENERAL**

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

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

15.3. The performance assessment results of the managers directly reporting to the Municipal Manger must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government.

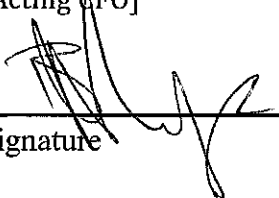


A handwritten signature, possibly 'M.C.', is written above the initials 'M.B.'.


**16. SIGNING**

Thus done and signed at Bushbuckridge on this the 28 day of July 2021

**Mr MB Matlala**  
[Acting CFO]

  
\_\_\_\_\_  
Signature

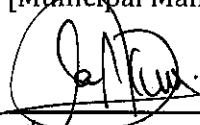
28 July 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness


28 July 2021  
\_\_\_\_\_  
Date

And

**Mrs C.A Nkuna**  
[Municipal Manager/ Accounting Officer]

  
\_\_\_\_\_  
Signature

28 July 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

28 July 2021  
\_\_\_\_\_  
Date