



BUSHBUCKRIDGE

LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

C.S NXUMALO

[HEREINAFTER REFERRED TO AS THE EXECUTIVE MAYOR

AND

J NGOBENI

[HEREINAFTER REFERRED TO AS THE MUNICIPAL MANAGER]

(FOR THE PERIOD 01 FEBRUARY 2023 UNTIL 30 JUNE 2023)

A handwritten signature in black ink, appearing to be 'J. Ngobeni', is located in the bottom right corner of the page.

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1. JOB DETAILS

Salary- Number	S010335
Location	Bushbuckridge Local Municipality
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 Executive Mayor (hereinafter referred to as the **Employer** or Supervisor)

And **Jasper Ngobeni** 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 upon with the employee and 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, 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 February 2023 until 30 June 2023)** 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 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 on 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 shall be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) 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 CCRs will account for 20% of the final assessment.

7.6. The Employee's assessment shall be based on her performance in terms of the outputs/outcomes (performance indicators) identified as per the 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:

OBJECTIVES LINKED TO KEY PERFORMANCE AREAS -80%	
Basic Service Delivery	20%
Local Economic Development	15%
Municipal Financial Viability and Management	20%
Municipal institution development and Transformation	30%
Good Governance and Public Participation	15%
TOTAL	100%

7.7. The CCRs will make up the other 20% of the Employee's assessment score. CCRs 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 CCRs are compulsory for Municipal Managers:

COMPETENCY REQUIREMENTS FOR EMPLOYEES-20%		
LEADING COMPETENCIES	√	WEIGHT
Strategic Direction and Leadership	✓	10%
People Management	✓	10%
Program and Project Management	✓	5%
Financial Management	✓	10%
Change Leadership	✓	5%
Governance Leadership	✓	5%
CORE COMPETENCIES		
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%

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 CCRs

- 8.5.2.1. Each CCR 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 CCR.
- 8.5.2.3. This rating should be multiplied by the weighting given to each CCR 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 CCR score.


8.5.3. Overall rating

- 8.5.3.1. An overall rating is calculated by using the applicable assessment-rating calculator. Such an 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 KPAs and CCRs:

Key Performance Areas Rating Scale

Level	Class Interval	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 the 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.					



Level	Class Interval	Description	Rating				
			1	2	3	4	5
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 all 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.					

Core Competency Rating Scale

Level	Class Interval	Description	Rating				
			1	2	3	4	5
5	Supervisor	Sought out for deep, specialized expertise. Leads the direction of the entire organization Defines models/theories of best practice.					
4	Advanced	Understands and applies more complex concepts and methods. Leads and directs people or groups of recognized specialists. Able to perform in-depth analysis.					
3	Competent	Independently develops and applies more advanced concepts and methods					
2	Basic Competence	Applies basic concepts and methods but requires supervision and coaching					
1	Not yet Completed	Demonstrates none of the guideline's components of the core competency					

8.7. For purposes of evaluating the annual performance of the Employee, an evaluation panel shall be constituted of the following persons:



8.7.1. Municipal Manager.

8.7.2. Chairperson of the performance and audit committee.

8.7.3. Member of the mayoral or executive committee who is relevant to the specific department

8.7.4. Municipal Manager from another municipality; and

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 2022
Second quarter	: October – December 2022
Third quarter	: January – March 2023
Fourth quarter	: April – June 2023

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 shall be entitled to review and make reasonable changes to Annexure "A" provisions 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 Annexure B.



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 the performance of the Employee.
- 11.4. On the request of the Employee delegate such powers reasonably required by the Employee to enable 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 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 shall 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% shall be 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 the 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 counseling and having provided the necessary guidance and/ or support as well as a reasonable time for performance improvement, 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 employee shall 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 27th of MARCH 2023

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
EMPLOYEE

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
EXECUTIVE MAYOR

17. Annexures

- 17.1. **Annexure A: Performance Plan**
- 17.2. **Annexure B: Personal Development Plan**

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ANNEXURE A PERFORMANCE PLAN

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PERFORMANCE PLAN FOR 2022/2023

Section 25 (1)-(4) of the Local Government Municipal Performance Regulations for Municipal Manager and Managers directly accountable to the Municipal Manager, Regulation 805 of 2006 refers that a performance plan sets out the performance objectives and targets, as well as the time frames within which such have to be met.

The performance objectives and targets reflected in this performance plan 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 municipality. The plan shall include key objectives; key performance indicators; target dates and weightings.

The performance plan describes:

- The key objectives describe the main tasks that need to be done.
- The key performance indicators that provide the details of the evidence to be provided to show that a key objective has been achieved.
- The target dates that describe the timeframe in which the work must be achieved.
- The weightings show the relative importance of the key objectives to each other.

The employee's performance shall, in addition, be measured in terms of contributions to the goals and strategies set out in the employer's Integrated Development Plan.

Section 26 (5) of the Local Government Municipal Performance Regulations for Municipal Manager and Managers directly accountable to the Municipal Manager, Regulation 805 of 2006, stipulate that the criteria upon which the performance of the employee must be assessed consist of two components:

- Key Performance Areas – Weighs 80%
- Core Competency Requirement – Weighs 20%

The plan is highlighted in the Summary Below:

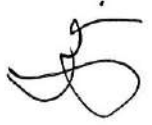


Summary of the SDBIP key performance areas 2022/2023

Functional area	Strategic objectives as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Infrastructure Development and Basic Service delivery	Enhanced provision of sustainable services to the Community	20%	% Improved access to basic services delivery provision	100% in 2021/2022 F/Y	100% improved access to basic services delivery provision	25% improved access to basic services delivery provision	50% improved access to basic services delivery provision	75% improved access to basic services delivery provision	100% improved access to basic services delivery provision
Municipal Institutional transformation and organisational development (Corporate Services)	High-performance organization	15%	% Implementation of performance management targets	100% implementation of performance management targets	100% implementation of performance management targets	25% implementation of performance management targets	50% implementation of performance management targets	75% implementation of performance management targets	100% implementation of performance management targets
Municipal Institutional transformation and organisational development (Community Services)	Improve awareness on public safety and tackle social issues	15%	% Improvement on public safety and management of social issues	100% improvement on public safety and management of social issues	25% improvement on public safety and management of social issues	50% improvement on public safety and management of social issues	75% improvement on public safety and management of social issues	100% improvement on public safety and management of social issues	50 fire inspections and 1 report on management of indigent services

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Functional area	Strategic objectives as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1 Projection plan & budget	Quarter 2 Projection plan & budget	Quarter 3 Projection plan & budget	Quarter 4 Projection plan & budget
				social issues					
Municipal Financial Viability and management	Improved financial management of BLM	20%	% Improvement of financial viability	100%	100% improvement of financial viability	-	-	-	100%
Good governance and public participation	To have proper community participation in IDP	7%	Number of public participations on IDP conducted	10 public participations held	12 consultations	-	08 public participations	-	04 Public participations
	Effective and efficient governance structures	8%	Number of departmental meetings to monitor performance	12 meetings held	12 departmental meeting to monitor performance	3 departmental meeting to monitor performance	3 departmental meeting to monitor performance	3 departmental meeting to monitor performance	3 departmental meeting to monitor performance
Local economic development (LED)	Sustainable economic growth and job creation	15%	3889 jobs created in 2021/2022	4500 jobs to be create from economic project /program	800 jobs to be created	1000 jobs to be created	1300 jobs to be created	1400 jobs to be created	3889 jobs created in 2021/2022



Functional area	Strategic objectives as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
				mes		Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget



ANNEXURE B

PERSONAL DEVELOPMENT PLAN

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PERSONAL DEVELOPMENT PLAN (PDP) FY 2022/2023



DIRECTORATE	Municipal Manager
JOB TITLE	Municipal Manager
EMPLOYEE	Jasper Ngobeni

PURPOSE	To enhance skills and competencies to execute the responsibilities in an effective manner		
AREA IDENTIFIED FOR DEVELOPMENT	OBJECTIVE OF DEVELOPMENT	TYPE OF INTERVENTION (ON-THE-JOB TRAINING, BURSARY, COURSES)	TIME FRAME (TARGETED QUARTER)
FINANCIAL PLANNING + BUDGETING	TO BE ABLE TO ANALYSE THE BUDGET AS A PLANNING TOOL.	COURSE	2 YEARS
WATER CONSERVATION + DEMAND	TO BE ABLE TO IDENTIFY ADEQUATE PRIORITY AREAS FOR WATER CONSERVATION + DEMAND	COURSE	3 MONTHS.

Jasper Ngobeni



BUSHBUCKRIDGE

LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

A.M MNISI

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

AND

C.T MATHEBULA

[HEREINAFTER REFERRED TO AS THE ACTING DIRECTOR CORPORATE SERVICES]

(FOR THE PERIOD 03 NOVEMBER 2022 UNTIL 31 JANUARY 2023)

A.M
CT

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1. JOB DETAILS

Salary- Number	S009708
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 **Aubrey Mlungisi Mnisi** in her/his capacity as Acting Municipal Manager (hereinafter referred to as the **Employer** or **Supervisor**)

And **Constance Thembi Mathebula** 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 upon with the employee and 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, 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 (03 November 2022 – 31 January 2023). 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 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.

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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 on 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 shall be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) 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 CCRs will account for 20% of the final assessment.

7.6. The Employee's assessment shall be based on her performance in terms of the outputs/outcomes (performance indicators) identified as per the 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:

OBJECTIVES LINKED TO KEY PERFORMANCE AREAS -80%	
Basic Service Delivery	5%
Local Economic Development	5%
Municipal Financial Viability and Management	10%
Municipal institution development and Transformation	70%
Good Governance and Public Participation	10%
TOTAL	100%

7.7. The CCRs will make up the other 20% of the Employee's assessment score. CCRs 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 CCRs are compulsory for Municipal Managers:

		WEIGHT
LEADING COMPETENCIES		
Strategic Direction and Leadership	✓	10%
People Management	✓	10%
Program and Project Management	✓	10%
Financial Management	✓	10%
Change Leadership	✓	10%
Governance Leadership		
CORE COMPETENCIES		
Moral Competence	✓	5%
Planning and Organising	✓	5%
Analysis and Innovation	✓	10%
Knowledge and Information Management	✓	10%
Communication	✓	5%
Results and Quality Focus	✓	5%
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.

8.5.1.2. 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 CCRs

- 8.5.2.1. Each CCR 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 CCR.
- 8.5.2.3. This rating should be multiplied by the weighting given to each CCR 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 CCR score.

8.5.3. Overall rating

- 8.5.3.1. An overall rating is calculated by using the applicable assessment-rating calculator. Such an 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 KPAs and CCRs:

Key Performance Areas Rating Scale

Level	Class Interval	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 the 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.					

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Level	Class Interval	Description	Rating				
			1	2	3	4	5
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 all 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.					

Core Competency Rating Scale

Level	Class Interval	Description	Rating				
			1	2	3	4	5
5	Supervisor	Sought out for deep, specialized expertise. Leads the direction of the entire organization Defines models/theories of best practice.					
4	Advanced	Understands and applies more complex concepts and methods. Leads and directs people or groups of recognized specialists. Able to perform in-depth analysis.					
3	Competent	Independently develops and applies more advanced concepts and methods					
2	Basic Competence	Applies basic concepts and methods but requires supervision and coaching					
1	Not yet Completed	Demonstrates none of the guideline's components of the core competency					

8.7. For purposes of evaluating the annual performance of the Employee, an evaluation panel shall be constituted of the following persons:

8.7.1. Municipal Manager.

8.7.2. Chairperson of the performance and audit committee.

8.7.3. Member of the mayoral or executive committee who is relevant to the specific department

8.7.4. Municipal Manager from another municipality; and

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 2022
Second quarter	: October – December 2022
Third quarter	: January – March 2023
Fourth quarter	: April – June 2023

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 shall be entitled to review and make reasonable changes to Annexure "A" provisions 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 Annexure B.



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 the performance of the Employee.
- 11.4. On the request of the Employee delegate such powers reasonably required by the Employee to enable 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 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 under 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 shall 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% shall be 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 the 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 counseling and provided the necessary guidance and/ or support as well as a reasonable time for performance improvement, 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. If 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 employee shall 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 9 of DECEMBER 2022

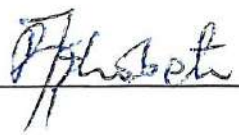
AS WITNESSES:

1.  
EMPLOYEE

2. 

AS WITNESSES:

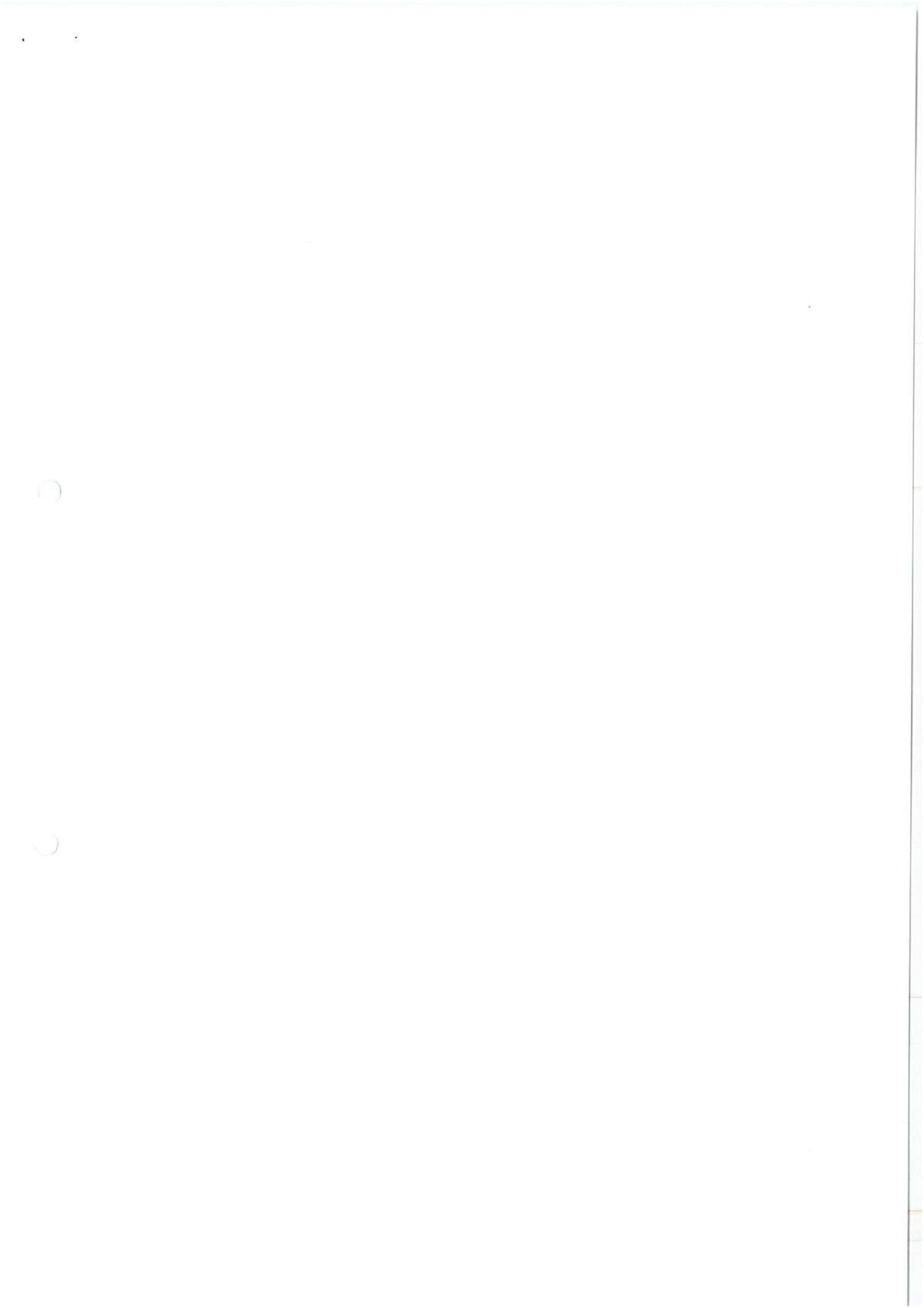
1.  
ACTING MUNICIPAL
MANAGER

2. 

17. Annexures

- 17.1. **Annexure A: Performance Plan**
- 17.2. **Annexure B: Personal Development Plan**

ANNEXURE A PERFORMANCE PLAN



PERFORMANCE PLAN FOR 2022/2023

Section 25 (1)-(4) of the Local Government Municipal Performance Regulations for Municipal Managers and Managers directly accountable to the Municipal Manager, Regulation 805 of 2006 refers that a performance plan sets out the performance objectives and targets, as well as the time frames within which such have to be met.

The performance objectives and targets reflected in this performance plan 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 municipality. The plan shall include key objectives; key performance indicators; target dates and weightings.

The performance plan describes:

- The key objectives describe the main tasks that need to be done.
- The key performance indicators that provide the details of the evidence to be provided to show that a key objective has been achieved.
- The target dates that describe the timeframe in which the work must be achieved.
- The weightings show the relative importance of the key objectives to each other.

The employee's performance shall, in addition, be measured in terms of contributions to the goals and strategies set out in the employer's Integrated Development Plan.

Section 26 (5) of the Local Government Municipal Performance Regulations for Municipal Manager and Managers directly accountable to the Municipal Manager, Regulation 805 of 2006, stipulate that the criteria upon which the performance of the employee must be assessed consist of two components:

- Key Performance Areas – Weighs 80%
- Core Competency Requirement – Weighs 20%

The plan is highlighted in the Summary Below:

Summary of the SDBIP key performance areas 2022/2023

Functional Area	Strategic objective as per IDP	Weight	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1 Projection plan & budget	Quarter 2 Projection plan & budget	Quarter 3 Projection plan & budget	Quarter 4 Projection plan & budget
Human resource management	Aligned Organizational Structure	30%	Number of appointed employees with individual job descriptions	08 Employees appointed with job descriptions	20 employees appointed with job descriptions	05 employees were appointed with job descriptions	05 employees were appointed with job descriptions	05 employees were appointed with job descriptions	05 employees were appointed with job descriptions
	Improved safety in the workplace		Number of employees who undergo a medical examination by the registered Medical Doctor	01 report on employees who undergo a medical examination by registered Medical Doctors developed	600 employees to undergo medical examinations by the registered Medical Doctor	-	300 employees to undergo medical examinations by the registered Medical Doctor	-	300 employees to undergo medical examinations by the registered Medical Doctor
	Capacitated workforce and political office		Number of staff and councilors trained as per WSP	251 Officials and 11 Councilors were trained	200 Officials and 50 Councilors are to be trained	20 Officials and 10 Councilors are to be trained	30 Officials and 10 Councilors are to be trained	100 Officials and 15 Councilors are to be trained	50 Officials and 15 Councilors are to be trained

Functional Area	Strategic objective as per IDP	Weight	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Legal Services	To provide sound legal administrative support	10%	Number of reports on litigations, liabilities, and claims submitted to the council	04 reports on litigations, liabilities, and claims submitted to the council	04 reports on litigations, liabilities, and claims submitted to the council	01 report on litigations, liabilities, and claims submitted to the council	01 report on litigations, liabilities, and claims submitted to the council	01 report on litigations, liabilities, and claims submitted to the council	01 report on litigations, liabilities, and claims submitted to the council
Council Support	Efficient and Effective Administration	10%	Number of ordinary council sittings held	04 ordinary council sittings held	04 ordinary council sittings held	01 ordinary council sitting	01 ordinary council sitting	01 ordinary council sitting	01 ordinary council sitting
Fleet Management	To provide effective and efficient fleet management	10%	Number of fleet management reports to the council	04 Fleet management reports submitted to the council	04 Fleet management reports submitted to the council	01 Fleet Management report to council	01 Fleet Management report to council	01 Fleet Management report to council	01 Fleet Management report to council
Record management	Efficient and Effective Administration of records	10%	Number of reports on the implementation of the approved File Plan	04 reports on the implementation of the approved File Plan submitted	04 reports on the implementation of the approved File Plan	01 report on the implementation of the approved file plan	01 report on the implementation of the approved file plan	01 report on the implementation of the approved file plan	01 report on the implementation of the approved file plan

Functional Area	Strategic objective as per IDP	Weight	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Internet and Communication Technology	Improve communication strategy	10%	Number of ICT Steering Committee meetings on implementation of the ICT Charter	04 ICT Steering Committee meeting held	04 ICT Steering Committee meetings	01 ICT Steering Committee meeting	01 ICT Steering Committee meeting	01 ICT Steering Committee meeting	01 ICT Steering Committee meeting
Good governance (risk, HRM and PMS)	Effective and efficient governance structures	10%	Number of performance compacts developed and assessed per the PMS cycle	Performance Compacts for 06 managers developed and assessed	08 performance compacts were developed, and 4 assessments conducted	08 performance compacts were developed, and 01 assessment was conducted for all managers	01 performance assessment conducted for all managers	01 performance assessment conducted for all managers	01 performance assessment conducted for all managers
			Number of departmental meetings 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	3 departmental meetings to monitor performance

ANNEXURE B

PERSONAL DEVELOPMENT PLAN

PERSONAL DEVELOPMENT PLAN (PDP) FY 2022/2023



DIRECTORATE	Corporate Services
JOB TITLE	Acting Director: Corporate Services
EMPLOYEE	C.T. Mathebula

PURPOSE	To enhance skills and competencies to execute the responsibilities in an effective manner		
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AREA IDENTIFIED FOR DEVELOPMENT	OBJECTIVE OF DEVELOPMENT	TYPE OF INTERVENTION (ON-THE-JOB TRAINING, BURSARY, COURSES)	TIME FRAME (TARGETED QUARTER)

CT A



BUSHBUCKRIDGE

LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

A.M MNISI

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

AND

T.M MATHABATHA

[HEREINAFTER REFERRED TO AS THE CHIEF FINANCIAL OFFICER]

(FOR THE PERIOD 01 DECEMBER 2022 UNTIL 30 JUNE 2023)

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1. JOB DETAILS

Salary- Number	S010319
Location	Bushbuckridge Local Municipality
Occupational Classification	Executive
Designation	CFO

2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

The **Bushbuckridge Local Municipality** herein represented by **Aubrey Mlungisi Mnisi** in her/his capacity as Acting Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

And **Thembisile Mary-Anne Mathabatha** 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 upon with the employee and 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, 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.

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5. COMMENCEMENT AND DURATION

- 5.1. This Agreement will commence on (01 December 2022 and will remain in force until 30 June 2023) 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 June each year. 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.

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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 on 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 shall be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) 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 CCRs will account for 20% of the final assessment.

7.6. The Employee's assessment shall be based on her performance in terms of the outputs/outcomes (performance indicators) identified as per the 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:

OBJECTIVES LINKED TO KEY PERFORMANCE AREAS -80%	
Basic Service Delivery	10%
Local Economic Development	10%
Municipal Financial Viability and Management	60%
Municipal institution development and Transformation	10%
Good Governance and Public Participation	10%
TOTAL	100%

7.7. The CCRs will make up the other 20% of the Employee's assessment score. CCRs 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 CCRs are compulsory for Municipal Managers:

COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	✓	WEIGHT
Strategic Direction and Leadership	✓	10%
People Management	✓	10%
Program and Project Management	✓	5%
Financial Management	✓	10%
Change Leadership	✓	5%
Governance Leadership	✓	5%
CORE COMPETENCIES		
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.

8.5.1.2. 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 CCRs

- 8.5.2.1. Each CCR 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 CCR.
- 8.5.2.3. This rating should be multiplied by the weighting given to each CCR 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 CCR score.

8.5.3. Overall rating

- 8.5.3.1. An overall rating is calculated by using the applicable assessment-rating calculator. Such an 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 KPAs and CCRs:

Key Performance Areas Rating Scale

Level	Class Interval	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 the 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.					

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Level	Class Interval	Description	Rating				
			1	2	3	4	5
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 all 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.					

Core Competency Rating Scale

Level	Class Interval	Description	Rating				
			1	2	3	4	5
5	Supervisor	Sought out for deep, specialized expertise. Leads the direction of the entire organization Defines models/theories of best practice.					
4	Advanced	Understands and applies more complex concepts and methods. Leads and directs people or groups of recognized specialists. Able to perform in-depth analysis.					
3	Competent	Independently develops and applies more advanced concepts and methods					
2	Basic Competence	Applies basic concepts and methods but requires supervision and coaching					
1	Not yet Completed	Demonstrates none of the guideline's components of the core competency					

8.7. For purposes of evaluating the annual performance of the Employee, an evaluation panel shall be constituted of the following persons:

8.7.1. Municipal Manager.

8.7.2. Chairperson of the performance and audit committee.

8.7.3. Member of the mayoral or executive committee who is relevant to the specific department.

8.7.4. Municipal Manager from another municipality; and

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 2022
Second quarter	: October – December 2022
Third quarter	: January – March 2023
Fourth quarter	: April – June 2023

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 shall be entitled to review and make reasonable changes to Annexure "A" provisions 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 Annexure B.

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 the performance of the Employee.
- 11.4. On the request of the Employee delegate such powers reasonably required by the Employee to enable 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 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 shall 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% shall be 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 the 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 counseling and having provided the necessary guidance and/ or support as well as a reasonable time for performance improvement, 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.

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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 employee shall 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 22 of December 2022

AS WITNESSES:

1. 

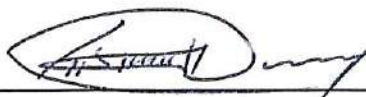

EMPLOYEE

2. 

AS WITNESSES:

1. 


ACTING MUNICIPAL
MANAGER

2. 

17. Annexures

- 17.1. **Annexure A: Performance Plan**
- 17.2. **Annexure B: Personal Development Plan**

ANNEXURE A PERFORMANCE PLAN

PERFORMANCE PLAN FOR 2022/2023

Section 25 (1)-(4) of the Local Government Municipal Performance Regulations for Municipal Manager and Managers directly accountable to the Municipal Manager, Regulation 805 of 2006 refers that a performance plan sets out the performance objectives and targets, as well as the time frames within which such have to be met.

The performance objectives and targets reflected in this performance plan 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 municipality. The plan shall include key objectives; key performance indicators; target dates and weightings.

The performance plan describes:

- The key objectives describe the main tasks that need to be done.
- The key performance indicators that provide the details of the evidence to be provided to show that a key objective has been achieved.
- The target dates that describe the timeframe in which the work must be achieved.
- The weightings show the relative importance of the key objectives to each other.

The employee's performance shall, in addition, be measured in terms of contributions to the goals and strategies set out in the employer's Integrated Development Plan.

Section 26 (5) of the Local Government Municipal Performance Regulations for Municipal Manager and Managers directly accountable to the Municipal Manager, Regulation 805 of 2006, stipulate that the criteria upon which the performance of the employee must be assessed consist of two components:

- Key Performance Areas – Weighs 80%
- Core Competency Requirement – Weighs 20%

The plan is highlighted in the Summary Below:

A. M. T. M.

Summary of the SDBIP key performance areas 2022/2023

Functional area	Strategic objectives as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan	Projection plan	Projection plan	Projection plan
Revenue collection	Improve collection of debt	17%	Amount of revenue collected	250M	230M	50M	120M	160M	230M
SCM	Adherence to procurement plan timelines	17%	Number of Progress reports on the implementation of the Procurement plan	4 Progress reports on the implementation of the Procurement plan produced in 2021/2022	4 Progress reports on the implementation of the Procurement plan to be produced in 2022/2023	1 Progress report on the implementation of the Procurement plan to be produced	1 Progress report on the implementation of the Procurement plan to be produced	1 Progress report on the implementation of the Procurement plan to be produced	1 Progress report on the implementation of the Procurement plan to be produced
Expenditure Management	Improved cash flow management	17%	Number of cash flow projections submitted monthly	12 Cash flow projections submitted monthly	12 Cash flow projections submitted monthly	03 Cash flow projections submitted monthly	03 Cash flow projections submitted monthly	03 Cash flow projections submitted monthly	03 Cash flow projections submitted monthly
Budget Management	Ensure adherence to finance procedures and control	17%	Number of statutory reports and strings to be submitted to treasury within the prescribed period	12 statutory reports and strings submitted to treasury within the prescribed period	12 statutory reports and strings to be submitted to treasury within the prescribed period	3 statutory reports and strings are to be submitted to the treasury	3 statutory reports and strings are to be submitted to the treasury	3 statutory reports and strings are to be submitted to the treasury	3 statutory reports and strings are to be submitted to the treasury

Bushbuckridge Local Municipality: FY 2022/2023
Performance Agreement: Ms T.A Mathabatha

A. M.

Function al area	Strategic objectives as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan	Projection plan	Projection plan	Projection plan
Asset Management	Completeness, Existence, and accuracy of new assets of the Municipality	17%	% Of new assets verified and included in FAR.	100% new assets verified and included in FAR in 2021/2022 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 opinion achieved 2021/2022	Unqualified Audit opinion	-	Unqualified Audit opinion	-	-
Good governance (Risk, PMS, and HRM)	Manage all risks related to Finance KPA	5%	Number of Updated risk registers	4 Updated Risk Registers	4 Updated Risk Register	1 Updated Risk Register	1 Updated Risk Register	1 Updated Risk Register	1 Updated Risk Register
	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
HRM	Efficient use of municipal human capital		Number of departmental meetings addressing HR issues	4 departmental meetings addressing HR issues	4 departmental meetings addressing HR issues	1 departmental meeting addressing HR issues	1 departmental meeting addressing HR issues	1 departmental meeting addressing HR issues	1 departmental meeting addressing HR issues

Bushbuckridge Local Municipality: FY 2022/2023
Performance Agreement: Ms T.A Mathabatha

T.A.M
A.M

ANNEXURE B

PERSONAL DEVELOPMENT PLAN

PERSONAL DEVELOPMENT PLAN (PDP) FY 2022/2023



DIRECTORATE	Finance
JOB TITLE	Chief Financial Officer
EMPLOYEE	Thembisile Mary-Anne Mathabatha

PURPOSE	To enhance skills and competencies to execute the responsibilities in an effective manner		
AREA IDENTIFIED FOR DEVELOPMENT	OBJECTIVE OF DEVELOPMENT	TYPE OF INTERVENTION (ON-THE-JOB TRAINING, BURSARY, COURSES)	TIME FRAME (TARGETED QUARTER)

T.A.M



BUSHBUCKRIDGE

LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

C.S NXUMALO

[HEREINAFTER REFERRED TO AS THE EXECUTIVE MAYOR]

AND

A.M MNISI

[HEREINAFTER REFERRED TO AS THE ACTING MUNICIPAL MANAGER]

(FOR THE PERIOD 03 NOVEMBER 2022 UNTIL 31 JANUARY 2023)

CS

A.M

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1. JOB DETAILS

Salary- Number	S004772
Location	Bushbuckridge Local Municipality
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 **Aubrey Mlungisi Mnisi** 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 upon with the employee and 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, 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 November 2022 and will remain in force until 31 January 2023)** 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 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.

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 on 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 shall be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) 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 CCRs will account for 20% of the final assessment.

7.6. The Employee's assessment shall be based on her performance in terms of the outputs/outcomes (performance indicators) identified as per the 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:

OBJECTIVES LINKED TO KEY PERFORMANCE AREAS -80%	
Infrastructure Development and Basic Service Delivery	20%
Local Economic Development	15%
Municipal Financial Viability and Management	20%
Municipal institution development and Transformation	30%
Good Governance and Public Participation	15%
TOTAL	100%

7.7. The CCRs will make up the other 20% of the Employee's assessment score. CCRs 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 CCRs are compulsory for Municipal Managers:

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

COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	√	WEIGHT
Total percentage	-	100%

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 CCRs

- 8.5.2.1. Each CCR 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 CCR.
- 8.5.2.3. This rating should be multiplied by the weighting given to each CCR 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 CCR score.

8.5.3. Overall rating

- 8.5.3.1. An overall rating is calculated by using the applicable assessment-rating calculator. Such an 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 KPAs and CCRs:

Key Performance Areas Rating Scale

Level	Class Interval	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 the 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.					

Level	Class Interval	Description	Rating				
			1	2	3	4	5
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 all 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.					

Core Competency Rating Scale

Level	Class Interval	Description	Rating				
			1	2	3	4	5
5	Supervisor	Sought out for deep, specialized expertise. Leads the direction of the entire organization Defines models/theories of best practice.					
4	Advanced	Understands and applies more complex concepts and methods. Leads and directs people or groups of recognized specialists. Able to perform in-depth analysis.					
3	Competent	Independently develops and applies more advanced concepts and methods					
2	Basic Competence	Applies basic concepts and methods but requires supervision and coaching					
1	Not yet Completed	Demonstrates none of the guideline's components of the core competency					

8.7. For purposes of evaluating the annual performance of the Employee, an evaluation panel shall be constituted of the following persons:

8.7.1. Municipal Manager.

8.7.2. Chairperson of the performance and audit committee.

8.7.3. Member of the mayoral or executive committee who is relevant to the specific department.

8.7.4. Municipal Manager from another municipality; and

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:

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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.

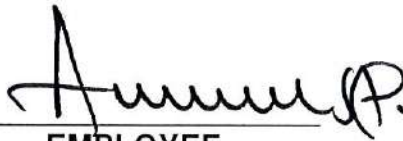
15.3. The performance assessment results of the employee shall be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government.

16. SIGNING

Thus, done and signed at Bushbuckridge on this the 7th of November 2022

AS WITNESSES:

1. 


EMPLOYEE

2. 

AS WITNESSES:

1. 


EXECUTIVE MAYOR

2. 

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- 17.1. **Annexure A: Performance Plan**
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The plan is highlighted in the Summary Below:

Summary of the SDBIP key performance areas 2022/2023

Functional area	Strategic objectives as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Infrastructure Development and Basic Service delivery	Enhanced provision of sustainable services to the Community	20%	% Improved access to basic services delivery provision	100% in 2021/2022 F/Y	100% improved access to basic services delivery provision	25%	50%	75%	100%
Municipal Institutional transformation and organizational development (Corporate Services)	High-performance organization	15%	% Improvement in performance targets implementation	100% implemented PMS in 2021/2022	100%	25%	50%	75%	100%
Municipal Institutional transformation and organizational development (Community Services)	To ensure responsive government for all	15%	Number of reports on the management of indigent services	The indigent policy was approved, and 2 indigent registers updated	04 reports on the management of indigent services	01 report on the management of indigent services	01 report on the management of indigent services	01 report on the management of indigent services	01 report on the management of indigent services

Bushbuckridge Local Municipality: FY 2022/2023
Performance Agreement: Mr. A.M Mnisi

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A.M

Functional area	Strategic objectives as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Municipal Financial Viability and management	Improved financial management of BLM	20%	% Improvement in financial viability	100%	100% improvement of financial viability	-	-	-	100%
Good governance and public participation	To have proper community participation IDP	7%	The number of public participants in IDP conducted	10 public participations held	12 consultations	-	08 public participations	-	04 Public participations
	Effective and efficient governance structures	8%	Number of departmental meetings to monitor performance	12 meetings 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	3 departmental meetings to monitor performance
Local economic development (LED)	Sustainable economic growth and job creation	15%	3889 jobs created in 2021/2022	4500 jobs to be created from economic projects/programs	800 jobs to be created	1000 jobs to be created	1300 jobs to be created	1400 jobs to be created	3889 jobs created in 2021/2022

Bushbuckridge Local Municipality: FY 2022/2023
Performance Agreement: Mr. A.M Mnisi

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ANNEXURE B

PERSONAL DEVELOPMENT PLAN



PERSONAL DEVELOPMENT PLAN (PDP) FY 2022/2023



DIRECTORATE	Municipal Manager
JOB TITLE	Acting Municipal Manager
EMPLOYEE	Aubrey Mlungisi Mnisi

PURPOSE	To enhance skills and competencies to execute the responsibilities in an effective manner		
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AREA IDENTIFIED FOR DEVELOPMENT	OBJECTIVE OF DEVELOPMENT	TYPE OF INTERVENTION (ON-THE-JOB TRAINING, BURSARY, COURSES)	TIME FRAME (TARGETED QUARTER)