



PERFORMANCE AGREEMENT

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

C. S NXUMALO

[HEREINAFTER REFERRED TO AS THE EXECUTIVE MAYOR]

AND

C. A NKUNA

[HEREINAFTER REFERRED TO AS THE MUNICIPAL MANAGER]

(FOR THE PERIOD 01 July 2020 – 30 JUNE 2021)

Table of Contents

Table of Contents	2
1. JOB DETAILS	3
2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:	3
3. INTRODUCTION	3
4. PURPOSE OF THIS AGREEMENT	3
5. COMMENCEMENT AND DURATION	4
6. PERFORMANCE OBJECTIVES	4
7. PERFORMANCE MANAGEMENT SYSTEM	5
8. EVALUATING PERFORMANCE	7
9. SCHEDULE FOR PERFORMANCE REVIEWS	10
10. DEVELOPMENTAL REQUIREMENTS	10
11. OBLIGATIONS OF THE EMPLOYER	11
12. CONSULTATION	11
13. MANAGEMENT OF EVALUATION OUTCOMES	11
14. DISPUTE RESOLUTION	12
15. GENERAL	12
16. SIGNING	13



1. JOB DETAILS

Salary- Number	S009997
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 **Cynthia Audrey Nkuna** Employee of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

3. INTRODUCTION

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

4. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 4.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 4.2 Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and

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

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

5. COMMENCEMENT AND DURATION

- 5.1 This Agreement will commence on (**01 July 2020**) and will remain in force until **30 June 2021**) thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 5.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 5.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 5.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 5.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

6. PERFORMANCE OBJECTIVES

- 6.1 The Performance Plan (Annexure A) sets out:
 - 6.1.1 The performance objectives and targets that must be met by the Employee; and
 - 6.1.2 The time frames within which those performance objectives and targets must be met.
- 6.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

- 6.2.1 The key objectives describe the main tasks that need to be done.
 - 6.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 6.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 6.2.4 The weightings show the relative importance of the key objectives to each other.
- 6.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

7. PERFORMANCE MANAGEMENT SYSTEM

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

7.7 Summary Municipal Manager 2020/2021 SDBIP Key performance areas

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 2019/2020 F/Y	100% improved access to basic services delivery provision	25%	50%	75%	100%
Municipal Institutional transformation and organisational development (Corporate Services)	High performance organization	15%	% improvement on performance targets implementation	100% implemented PMS	100%	25%	50%	75%	100%
Municipal Institutional transformation and organisational development (Community Services)	Improved social cohesion and safe environment	15%	Reviewal of indigent register and policy	Indigent register review for 2019/2020 F/Y	Approved indigent register by Council	-	-	-	Approved indigent register
Municipal Financial Viability and management	Improved financial management of BLM	20%	% improvement of financial viability	100%	100%	-	-	-	100%
Good governance and public participation	Improved confidence in the systems of local government	7%	Number of public participations on IDP to be done	11 public participations held	11 public participations on IDP to be done	7 public participations	-	4 public participations to be done	-
	Effective and efficient governance structures	8%	Number of departmental meeting to monitor performance	New	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%	Number of jobs created from economic programmes	3781 jobs created by June 2020	3000 jobs to be created from economic project	500	500	1000	1000
	Improved social cohesion and safe environment		% Improved environmental health and safety	10%	10%	-	-	-	10%

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

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

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%
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 CRs

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

8.5.3 Overall rating

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

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

Level	Terminology	Description	Rating
-------	-------------	-------------	--------

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

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

- 8.7.1 Executive Mayor or Mayor;
- 8.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 8.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
- 8.7.4 Mayor and/or municipal manager from another municipality; and
- 8.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.

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

- 8.8.1 Municipal Manager;



- 8.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
 - 8.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
 - 8.8.4 Municipal manager from another municipality.
- 8.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

9. SCHEDULE FOR PERFORMANCE REVIEWS

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

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

- 9.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 9.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 9.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 9.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

10. DEVELOPMENTAL REQUIREMENTS

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

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

11.OBLIGATIONS OF THE EMPLOYER

11.1 The Employer shall –

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

12.CONULTATION

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

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

12.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

13.MANAGEMENT OF EVALUATION OUTCOMES

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

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

- 13.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- 13.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 13.2.3 BLM policy shall apply for rewarding good performance as adopted by council.

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

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

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

14. DISPUTE RESOLUTION

- 14.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
- 14.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 14.1.2 Any other person appointed by the MEC.
 - 14.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.
- 14.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

15. GENERAL

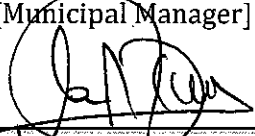
- 15.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 15.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 15.3 The annual performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.



16. SIGNING

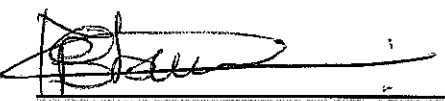
Thus **done** and **signed** at BLM on this the 10th day of July 2020

Mrs C.A Nkuna
[Municipal Manager]



Signature

10/07/2020
Date




Witness

10/07/2020
Date

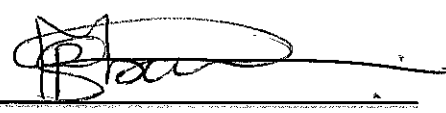
And

CLLR. C S Nxumalo
[Executive Mayor]



Signature

10/07/2020
Date



Witness

10/07/2020
Date



PERFORMANCE AGREEMENT

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

C.A NKUNA

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

AND

E MASHAVA

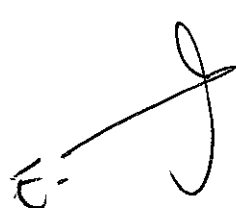
[HEREINAFTER REFERRED TO AS THE DIRECTOR TECHNICAL SERVICES]

(FOR THE PERIOD 01 July 2020 – 30 June 2021)

E. J.

Table of Contents

Table of Contents	2
1. JOB DETAILS	3
2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:	3
3. INTRODUCTION	3
4. PURPOSE OF THIS AGREEMENT	3
5. COMMENCEMENT AND DURATION	4
6. PERFORMANCE OBJECTIVES	4
7. PERFORMANCE MANAGEMENT SYSTEM	5
8. EVALUATING PERFORMANCE	10
9. SCHEDULE FOR PERFORMANCE REVIEWS	13
10. DEVELOPMENTAL REQUIREMENTS	13
11. OBLIGATIONS OF THE EMPLOYER	13
12. CONSULTATION	14
13. MANAGEMENT OF EVALUATION OUTCOMES	14
14. DISPUTE RESOLUTION	15
15. GENERAL	15
16. SIGNING	16



1. JOB DETAILS

Salary- Number	S009981
Location	Bushbuckridge Local Municipality
Occupational Classification	Executive
Designation	Director Technical

2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

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

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

WHEREBY IT IS AGREED AS FOLLOWS:

3. INTRODUCTION

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

4. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 4.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 4.2 Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

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

5. COMMENCEMENT AND DURATION

- 5.1 This Agreement will commence on (**01 July 2020**) and will remain in force until **30 June 2021**) thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 5.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 5.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 5.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 5.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

6. PERFORMANCE OBJECTIVES

- 6.1 The Performance Plan (Annexure A) sets out-
 - 6.1.1 The performance objectives and targets that must be met by the Employee; and
 - 6.1.2 The time frames within which those performance objectives and targets must be met.
- 6.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.
 - 6.2.1 The key objectives describe the main tasks that need to be done.

- 6.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 6.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 6.2.4 The weightings show the relative importance of the key objectives to each other.
- 6.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

7. PERFORMANCE MANAGEMENT SYSTEM

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

Handwritten signature and initials, possibly 'E. J.', located in the bottom right corner of the page.

7.7 constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Summary of DSDBIP KPA 2020/2021

Functional area	Objective	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
Water	Enabled uninterrupted Access to Services	40%	% completion of all water reticulation projects	100% completion of 13 water reticulation projects (8022 HH) as planned	100% completion of 13 water reticulation projects as planned	25% construction progress of all water reticulation projects as planned	50% construction progress of all water reticulation projects as planned	75% construction progress of all water reticulation projects as planned	100% completion of all water reticulation projects as planned
				100% completion of bulk water projects	100% completion of all bulk water projects (4 projects)	25% construction progress of all bulk water projects as planned	50% construction progress of all bulk water projects as planned	75% construction progress of all bulk water projects as planned	100% completion of all bulk water projects as planned
Municipal facilities	Enabled uninterrupted Access to Services	5%	% completion of all municipal facilities projects	80% completion of 10 maintenance projects	100% completion of municipal facilities projects (6 projects)	25% construction progress of all municipal facilities projects as planned	50% construction progress of all municipal facilities projects as planned	25% construction progress of all municipal facilities projects as planned	100% completion of all municipal facilities projects as planned
Sanitation	Enabled uninterrupted Access to Services	10%	% completion of all sanitation projects	100% completion of sanitation projects as planned	100% completion of sanitation projects as planned (3 projects)	25% construction progress of all sanitation projects as planned	50% construction progress of all sanitation projects as planned	75% construction progress of all sanitation projects as planned	100% completion of all sanitation projects as planned

Functional area	Objective	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
Electricity and Mechanical	Enabled uninterrupted Access to Services	5%	% completion of Electrical and Mechanical projects	100% completion of Electrical and Mechanical projects (8 projects)	100% completion of Electrical and Mechanical Projects (5 projects)	25% construction Progress of all electrical and mechanical projects as planned	50% construction Progress of all electrical and mechanical projects as planned	75% construction Progress of all electrical and mechanical projects as planned	100% completion of all electrical and mechanical projects as planned (4 projects)
						25% construction Progress of all roads and bridges projects as planned	50% construction Progress of all roads and bridges projects as planned	75% construction Progress of all roads and bridges projects as planned	100% completion of all roads and bridges projects as planned
Roads and Bridges	Enabled uninterrupted Access to Services	20%	% completion of roads and storm-water projects	100% completion of all road and bridges projects	100% completion of all roads and bridges projects (10 projects)	25% construction Progress of all roads and bridges projects as planned	50% construction Progress of all roads and bridges projects as planned	75% construction Progress of all roads and bridges projects as planned	100% completion of all roads and bridges projects as planned
Infrastructure Planning	Informed Planning of Municipal Infrastructure and Projects	10%	Number of business plans	12 business plans/technical reports	12 business plans/technical reports	3 business plans/technical report	3 business plans/technical report	3 business plans/technical report	3 business plans/technical report
						48 grant reports to be completed	48 grant reports to be completed	48 grant reports to be completed	48 grant reports to be completed
Water services	Uninterrupted Maintenance Programme		Number of boreholes to be maintained	200 Boreholes maintained	500 boreholes to be maintained	125 boreholes maintained	125 boreholes maintained	125 boreholes maintained	125 boreholes maintained
						12 Reports	12 Reports	12 Reports	12 Reports

Functional area	Objective	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<i>Water services</i>	Uninterrupted Maintenance Programme		% implementation of water services maintenance plan	55% implementation of water services maintenance plan	100% implementation of water services maintenance plan	100% implementation of water services maintenance plan	100% implementation of water services maintenance plan	100% implementation of water services maintenance plan	100% implementation of water services maintenance plan
<i>Roads and Bridges</i>	Uninterrupted Maintenance Programme		% implementation of Roads and Storm-water maintenance plan	70% implementation of Roads and Storm-water maintenance plan	100% implementation of Roads and storm-water maintenance plan	100% implementation of Roads and storm-water maintenance plan	100% implementation of roads and storm-water maintenance plan	100% implementation of roads and storm-water maintenance plan	100% implementation of roads and storm-water maintenance plan
<i>Municipal facilities</i>	Uninterrupted Maintenance Programme		% implementation of municipal buildings maintenance plan	75% implementation of municipal building maintenance plan	100% implementation of municipal building maintenance plan	100% implementation of municipal building maintenance plan	100% implementation of municipal building maintenance plan	100% implementation of municipal building maintenance plan	100% implementation of municipal building maintenance plan
<i>Electricity and Mechanical</i>	Uninterrupted Maintenance Programme		% implementation of Electrical and Mechanical maintenance plan	75% implementation of Electrical and Mechanical maintenance plan	100% implementation of Electrical and Mechanical maintenance plan	100% implementation of Electrical and Mechanical maintenance plan	100% implementation of Electrical and Mechanical maintenance plan	100% implementation of Electrical and Mechanical maintenance plan	100% implementation of Electrical and Mechanical maintenance plan
Good Government (Risk, PMS and HRM)	Improved performance of the organization	10%	Number of technical managers Performance Plans/ Compacts to be developed/ assessed quarterly	5 technical managers' performance plan were developed and assessed during 2019/20 F/Y	6 Technical managers Performance Plans/ Compacts to be developed and 1 quarterly assessment	6 Technical managers Performance Plans/ Compacts to be developed and 1 quarterly assessment	Technical managers Performance 1 assessment	6 Technical managers Performance assessment	6 Technical managers Performance assessment

Functional area	Objective	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
	Improved performance of the organization through risk management		Number of technical Risk Action Log developed and 4 risk report	4 quarterly Risk Management reports were compiled.	1 technical Risk Action Log developed and 4 risk report	1 risk action log and 1 Risk Management report	1 Risk Management report	1 Risk Management report	1 Risk Management report
	Improved staff monthly performance		Number of departmental meetings to review performance	10 departmental meeting done in 2019/2020	Conduct 12 departmental meetings	Conduct 3 monthly departmental meetings	Conduct 3 monthly departmental meetings	Conduct 3 monthly departmental meetings	Conduct 3 monthly departmental meetings

in



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

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

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

E. 

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

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

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

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

8.5.2 Assessment of the CRs

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

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

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

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

8.5.3 Overall rating

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

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

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					

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

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

- 8.7.1 Executive Mayor or Mayor;
- 8.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 8.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
- 8.7.4 Mayor and/or municipal manager from another municipality; and
- 8.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.

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

- 8.8.1 Municipal Manager;
- 8.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 8.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 8.8.4 Municipal manager from another municipality.

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

9. SCHEDULE FOR PERFORMANCE REVIEWS

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

- First quarter** : July – September 2020
- Second quarter** : October – December 2020
- Third quarter** : January – March 2021
- Fourth quarter** : April – June 2021

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

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

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

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

10.DEVELOPMENTAL REQUIREMENTS

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

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

11.OBLIGATIONS OF THE EMPLOYER

11.1 The Employer shall –

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

12. CONSULTATION

- 12.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –
 - 12.1.1 A direct effect on the performance of any of the Employee's functions;
 - 12.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 12.1.3 A substantial financial effect on the Employer.
- 12.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

13. MANAGEMENT OF EVALUATION OUTCOMES

- 13.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 13.2 A performance bonus of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:
 - 13.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 13.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
 - 13.2.3 BLM policy shall apply for rewarding good performance as adopted by council.
- 13.3 In the case of unacceptable performance, the Employer shall –
 - 13.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 13.3.2 After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate

the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

14. DISPUTE RESOLUTION

- 14.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
- 14.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 14.1.2 Any other person appointed by the MEC.
 - 14.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.
- 14.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

15. GENERAL

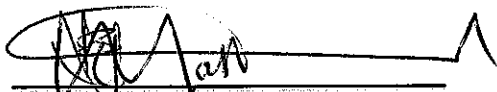
- 15.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 15.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment,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

Handwritten signature and initials, possibly 'E. J.', located at the bottom right of the page.

16. SIGNING

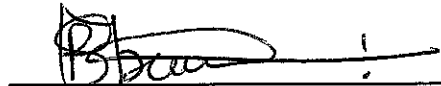
Thus **done** and **signed** at Bushbouding on this the 10th day of July 2020

Mr E Mashava
[Director Technical]



Signature

10/07/2020
Date

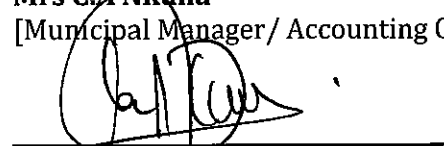


Witness

10/07/2020
Date

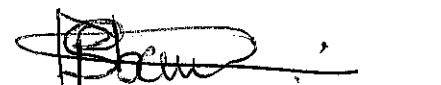
And

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



Signature

10/07/2020
Date



Witness

10/07/2020
Date



PERFORMANCE AGREEMENT

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

C A NKUNA

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

AND

NTIMANE S.N.N

CFO

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

(FOR THE PERIOD 01 JULY 2020 - 30 JUNE 2021)

A handwritten signature in black ink, appearing to be 'S.N.N.', is located in the lower right quadrant of the page.

Table of Contents

<i>Table of Contents</i>	2
1. JOB DETAILS	3
2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:	3
3. INTRODUCTION	3
4. PURPOSE OF THIS AGREEMENT	3
5. COMMENCEMENT AND DURATION.....	4
6. PERFORMANCE OBJECTIVES	4
7. PERFORMANCE MANAGEMENT SYSTEM.....	5
8. EVALUATING PERFORMANCE	9
9. SCHEDULE FOR PERFORMANCE REVIEWS	12
10. DEVELOPMENTAL REQUIREMENTS.....	12
11. OBLIGATIONS OF THE EMPLOYER	12
12. CONSULTATION	13
13. MANAGEMENT OF EVALUATION OUTCOMES	13
14. DISPUTE RESOLUTION	14
15. GENERAL.....	14
16. SIGNING.....	15



1. JOB DETAILS

Salary- Number	S010285
Location	Bushbuckridge Local Municipality
Occupational Classification	Executive
Designation	CFO

2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

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

And **CFO** Employee of the Municipality (hereinafter referred to as the **Employee**) Ntimane Sheila Nozipho Noyise.

WHEREBY IT IS AGREED AS FOLLOWS:

3. INTRODUCTION

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

4. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 4.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 4.2 Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and

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

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

5. COMMENCEMENT AND DURATION

- 5.1 This Agreement will commence on **(01 July 2020)** and will remain in force until **30 June 2021)** Thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 5.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 5.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 5.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 5.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

6. PERFORMANCE OBJECTIVES

- 6.1 The Performance Plan (Annexure A) sets out-
 - 6.1.1 The performance objectives and targets that must be met by the Employee; and
 - 6.1.2 The time frames within which those performance objectives and targets must be met.
- 6.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

- 6.2.1 The key objectives describe the main tasks that need to be done.
 - 6.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 6.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 6.2.4 The weightings show the relative importance of the key objectives to each other.
- 6.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

7. PERFORMANCE MANAGEMENT SYSTEM

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

7.7 Summary of 2020/2021 SDBIP Key Performance Areas

Function al area	Strategic objectives as per the IDP	Weight	KPI/ Measurement	Baseline	Annual target	Quarter 1 Projection plan	Quarter 2 Projection plan	Quarter 3 Projection plan	Quarter 4 Projection plan
Revenue collection	Ensure Municipal financial viability and managem ent.	17%	% Implementation of SCM legal Framework and policy	36% Increase on prior year's balance	16% Increase on previous quarter collection	16% Increase on previous quarter collection	16% Increase on previous quarter collection	16% Increase on previous quarter collection	16% Increase on previous quarter collection
SCM	Ensure Municipal financial viability and managem ent.	17%	% Implementation of procurement plan	80% implem entat ion of procuremen t plan in 2019/2020	100% Implementat ion of Procurement plan	100% Implementat ion of Procurement plan	100% Implementat ion of Procurement plan	100% Implementat ion of Procurement plan	100% Implementat ion of Procurement plan
Expenditur e Managem ent	Ensure Municipal financial viability and managem ent.	17%	% Period with sufficient cash to pay all financial commitment.	100% Period with sufficient cash to pay all financial commitment 2019/2020 F/Y.	100% Period with sufficient cash to pay all financial commitments.	100% Period with sufficient cash to pay all financial commitments.	100% Period with sufficient cash to pay all financial commitments.	100% Period with sufficient cash to pay all financial commitments.	100% Period with sufficient cash to pay all financial commitments.

Budget Management	Ensure Municipal financial viability and management.	17%	% Accuracy of statutory reports	100 % Accuracy of statutory reports	100 % Accuracy of statutory reports	100 % Accuracy of statutory reports	100 % Accuracy of statutory reports	100 % Accuracy of statutory reports	100 % Accuracy of statutory reports	100 % Accuracy of statutory reports
Asset Management	Improved implementation of Asset Management Policy.	17%	% Of new assets verified and included in FAR.	100% new assets verified and included in FAR in 2019/2020 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	100% new assets verified and included in FAR
AFS	Improved implementation of the Action Audit Plan.	10%	% Audit Issues Resolved.	50% Material Audit Issues resolved in 2019/2020	70% Material Audit Issues Resolved	70% Material Audit Issues Resolved	70% Material Audit Issues Resolved	70% Material Audit Issues Resolved	70% Material Audit Issues Resolved	70% Material Audit Issues Resolved
Good governance (Risk, PMS and HRM)	Manage all risk related to Finance KPA	5%	Number of Updated risk registers	4 Updated Risk Registers	4 Updated Risk Register	4 Updated Risk Register	4 Updated Risk Register	4 Updated Risk Register	4 Updated Risk Register	4 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	4 Quarterly performance Assessments for each employee in Finance	4 Quarterly performance Assessments for each employee in Finance	4 Quarterly performance Assessments for each employee in Finance	4 Quarterly performance Assessments for each employee in Finance	4 Quarterly performance Assessments for each employee in Finance

HRM	Efficient use of municipal human capital		Number of departmental meeting addressing HR issues	12 departmental meeting addressing HR issues	12 departmental meeting addressing HR issues	3 departmental meeting addressing HR issues	3 departmental meeting addressing HR issues	3 departmental meeting addressing HR issues	3 departmental meeting addressing HR issues
-----	--	--	---	--	--	---	---	---	---

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

7.9 The CRs will make up the other 20% of the Employee's assessment score. CRs that are deemed to be most critical for the Employee's compulsory for Municipal Managers:



COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	✓	WEIGHT
Strategic Direction and Leadership	✓	10%
People Management	✓	5%
Program and Project Management	✓	10%
Financial Management	✓	15%
Change Leadership	✓	5%
Governance Leadership	✓	10%
CORE COMPETENCIES		
Moral Competence	✓	10%
Planning and Organising	✓	10%
Analysis and Innovation	✓	5%
Knowledge and Information Management	✓	10%
Communication	✓	5%
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 CRs

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

8.5.3 Overall rating

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

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

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					

Level	Terminology	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 almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

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

- 8.7.1 Executive Mayor or Mayor;
- 8.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 8.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
- 8.7.4 Mayor and/or municipal manager from another municipality; and
- 8.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.

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

- 8.8.1 Municipal Manager;
- 8.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 8.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 8.8.4 Municipal manager from another municipality.

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

9 SCHEDULE FOR PERFORMANCE REVIEWS

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

- First quarter** : July – September 2020
- Second quarter** : October – December 2020
- Third quarter** : January – March 2021
- Fourth quarter** : April – June 2021

- 9.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 9.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 9.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 9.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

10 DEVELOPMENTAL REQUIREMENTS

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

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

11 OBLIGATIONS OF THE EMPLOYER

- 11.1 The Employer shall –
 - 11.1.1 Create an enabling environment to facilitate effective performance by the employee;
 - 11.1.2 Provide access to skills development and capacity building opportunities;

S.N.N.

- 9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 11.1.5 Makes available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

12 CONSULTATION

- 12.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –
 - 12.1.1 A direct effect on the performance of any of the Employee's functions;
 - 12.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 12.1.3 A substantial financial effect on the Employer.
- 12.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

13 MANAGEMENT OF EVALUATION OUTCOMES

- 13.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 13.2 A performance bonus of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:
 - 13.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 13.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
 - 13.2.3 BLM policy shall apply for rewarding good performance as adopted by council.
- 13.3 In the case of unacceptable performance, the Employer shall –
 - 13.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 13.3.2 After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

14 DISPUTE RESOLUTION

- 14.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
- 14.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 14.1.2 Any other person appointed by the MEC.
 - 14.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.
- 14.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

15 GENERAL

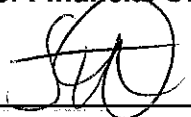
- 15.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 15.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment,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



16 SIGNING

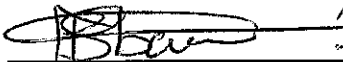
Thus done and signed at BLM on this the 10th day of July 2020

Ms S.N.N Ntimane
[Chief Financial Officer]



Signature

10 July 2020
Date




Witness

10/07/2020
Date

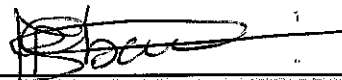
And

Mrs CA Nkuna
[Municipal Manager/ Accounting Officer]



Signature

10/07/2020
Date



Witness

10/07/2020
Date



PERFORMANCE AGREEMENT

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

C.A NKUNA

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

AND

S MOGAKANE

[HEREINAFTER REFERRED TO AS THE **DIRECTOR EDPE**]

(FOR THE PERIOD 01 July 2020 - 30 June 2021)

A handwritten signature in black ink, appearing to be 'S. Mogakane', is located in the bottom right corner of the page. The signature is stylized and includes a small mark at the end.

Table of Contents

<i>Table of Contents</i>	2
1. JOB DETAILS	3
2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:	3
3. INTRODUCTION	3
4. PURPOSE OF THIS AGREEMENT	3
5. COMMENCEMENT AND DURATION	4
6. PERFORMANCE OBJECTIVES	4
7. PERFORMANCE MANAGEMENT SYSTEM	5
8. EVALUATING PERFORMANCE	9
9. SCHEDULE FOR PERFORMANCE REVIEWS	12
10. DEVELOPMENTAL REQUIREMENTS	12
11. OBLIGATIONS OF THE EMPLOYER	12
12. CONSULTATION	13
13. MANAGEMENT OF EVALUATION OUTCOMES	13
14. DISPUTE RESOLUTION	14
15. GENERAL	14
16. SIGNING	15



1. JOB DETAILS

Salary- Number	S009975
Location	Bushbuckridge Local Municipality
Occupational Classification	Executive
Designation	Director EDPE

2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

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

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

WHEREBY IT IS AGREED AS FOLLOWS:

3. INTRODUCTION

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

4. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 4.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 4.2 Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and

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

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

5. COMMENCEMENT AND DURATION

- 5.1 This Agreement will commence on (**01 July 2020**) and will remain in force until **30 June 2021**) thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 5.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 5.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 5.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 5.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

6. PERFORMANCE OBJECTIVES

- 6.1 The Performance Plan (Annexure A) sets out-
 - 6.1.1 The performance objectives and targets that must be met by the Employee; and
 - 6.1.2 The time frames within which those performance objectives and targets must be met.
- 6.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

- 6.2.1 The key objectives describe the main tasks that need to be done.
 - 6.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 6.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 6.2.4 The weightings show the relative importance of the key objectives to each other.
- 6.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

7. PERFORMANCE MANAGEMENT SYSTEM

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

7.7 Summary of 2020/21 SDBIP key performance areas

Functional Area	Strategic Objective As Per IDP	Weight	KPI Measurement	Baseline/ Previous performance	Annual Target UAL TARGET	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Local Economic Development	Reduction of unemployment rate		Number of jobs created from economic programmes/projects	3719 jobs created	3000 jobs to be create from economic project /programmes	500 jobs to be created	500 jobs to be created	1000 jobs to be created	1000 jobs to be created
	Reduction of unemployment rate		Number of SMME's supported	100 SMME's supported	100 SMME's to be supported by June 2020	25	25	25	25
	Reduction of unemployment rate		Number of LED programmes developed and supported	19 projects supported and 21 programmes done	28 projects and 36 programmes to be developed and supported	18 projects and 8 programmes	2 projects and 8 programmes	4 projects and 10 programmes	4 projects and 10 programmes
Environmental Management	Compliance to environmental legislations		Number of Environmental projects and programmes done	23 programmes done and a draft Environmental Framework	39 programmes, sand mining by-law and air quality equipments to be done	11 programmes	9 programmes	11 programmes	10 programmes

Functional Area	Strategic Objective As Per IDP	Weight	KPI Measurement	Baseline/ Previous performance	Annual Target UAL TARGET	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Town Planning	Increase the implementation of SPLUMA and Spatial Development Framework		Number of formalisation projects and programmes done	8 formalisation projects initiated and 1 business licensing operation done	14 projects and 8 programmes to be done by June 2020	6 projects and 2 programmes	8 projects and 2 programmes	2 programmes	2 programmes
Waste Management	Increase the provision of sustainable and effective waste management system		Number of Waste projects and programmes developed and supported	50 skip bins, compactor truck and skip loader truck and trailer purchased	1 project, 5 programmes and waste by-law to be developed and supported	1 project and 1 programme	2 programmes	1 programme	1 programme
Good governance (Risk, PMS and HRM)	Manage all risk related to EDPE KPA		Number of risk issues for EDPE identified and reports	Strategic and operational risk registers developed	Develop Risk action log and Submit 4 reports on risk action log	Develop Risk action log and Submit 1 reports on risk action log	Submit 1 report on risk action log	Submit 1 report on risk action log	Submit 1 report on risk action log
	Proper alignment of SDBIP with employees compacts		Number of performance plans and performance reviews	SDBIP fully cascaded to managers	Develop Performance plans for all employee under EDPE and 4 Performance reviews	Development of Performance plans for all employee under EDPE and 1 Performance review	1 Performance review	1 Performance review	1 Performance review



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

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

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

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

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

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

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

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

8.5.3 Overall rating

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

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

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					

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

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

- 8.7.1 Executive Mayor or Mayor;
- 8.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 8.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
- 8.7.4 Mayor and/or municipal manager from another municipality; and
- 8.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.

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

- 8.8.1 Municipal Manager;
- 8.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 8.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 8.8.4 Municipal manager from another municipality.

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

9. SCHEDULE FOR PERFORMANCE REVIEWS

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

- First quarter** : July – September 2020
- Second quarter** : October – December 2020
- Third quarter** : January – March 2021
- Fourth quarter** : April – June 2021

- 9.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 9.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 9.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 9.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

10. DEVELOPMENTAL REQUIREMENTS

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

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

11. OBLIGATIONS OF THE EMPLOYER

- 11.1 The Employer shall –
 - 11.1.1 Create an enabling environment to facilitate effective performance by the employee;
 - 11.1.2 Provide access to skills development and capacity building opportunities;



- 9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 11.1.5 Makes available to the Employee such resources as the Employee may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

12. CONSULTATION

- 12.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –
 - 12.1.1 A direct effect on the performance of any of the Employee's functions;
 - 12.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 12.1.3 A substantial financial effect on the Employer.
- 12.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

13. MANAGEMENT OF EVALUATION OUTCOMES

- 13.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 13.2 A performance bonus of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:
 - 13.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 13.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
 - 13.2.3 BLM policy shall apply for rewarding good performance as adopted by council.
- 13.3 In the case of unacceptable performance, the Employer shall –
 - 13.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 13.3.2 After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

14. DISPUTE RESOLUTION

- 14.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
- 14.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 14.1.2 Any other person appointed by the MEC.
 - 14.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.
- 14.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

15. GENERAL

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

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of a series of loops and lines.

16. SIGNING

Thus **done** and **signed** at BLM on this the 10th day of July 2020


Mrs S Mogakane
[Director EDPE]



Signature

10 JULY 2020

Date



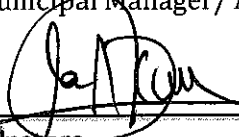
Witness

10/07/2020

Date

And

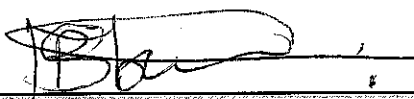
Mrs C.A Nkuna
[Municipal Manager/ Accounting Officer]



Signature

10/07/2020

Date



Witness

10/07/2020

Date



PERFORMANCE AGREEMENT

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

MRS C.A NKUNA

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

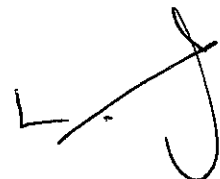
AND

L. KHOZA

[HEREINAFTER REFERRED TO AS THE ACTING DIRECTOR CORPORATE SERVICES]
(FOR THE PERIOD 01 JULY 2020 UNTIL THE 30 NOVEMBER 2020)

Table of Contents

Table of Contents	2
1. JOB DETAILS	3
2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:	3
3. INTRODUCTION	3
4. PURPOSE OF THIS AGREEMENT	3
5. COMMENCEMENT AND DURATION.....	4
6. PERFORMANCE OBJECTIVES	4
7. PERFORMANCE MANAGEMENT SYSTEM.....	5
8. EVALUATING PERFORMANCE	11
9. SCHEDULE FOR PERFORMANCE REVIEWS	14
10. DEVELOPMENTAL REQUIREMENTS.....	14
11. OBLIGATIONS OF THE EMPLOYER	15
12. CONSULTATION	15
13. MANAGEMENT OF EVALUATION OUTCOMES	15
14. DISPUTE RESOLUTION	16
15. GENERAL.....	16
16. SIGNING.....	17

A handwritten signature in black ink, consisting of a stylized 'L' followed by a large, sweeping 'J'.

1. JOB DETAILS

Salary- Number	S006627
Location	Bushbuckridge Local Municipality
Occupational Classification	Executive
Designation	Acting Director Corporate Services

2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

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

WHEREBY IT IS AGREED AS FOLLOWS:

3. INTRODUCTION

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

4. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 4.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 4.2 Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

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

5. COMMENCEMENT AND DURATION

- 5.1 This Agreement will commence on **(01 July 2020 – 30 November 2020)**. Thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 5.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 5.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 5.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 5.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

6. PERFORMANCE OBJECTIVES

- 6.1 The Performance Plan (Annexure A) sets out-
 - 6.1.1 The performance objectives and targets that must be met by the Employee; and
 - 6.1.2 The time frames within which those performance objectives and targets must be met.
- 6.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.
 - 6.2.1 The key objectives describe the main tasks that need to be done.
 - 6.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.

- 6.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 6.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 6.2.4 The weightings show the relative importance of the key objectives to each other.
- 6.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

7. PERFORMANCE MANAGEMENT SYSTEM

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

SUMMARY OF THE SDBIP KEY PERFORMANCE AREAS 2020-2021

Functional Area	Strategic objective as per IDP	Weight	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Human resource management	Increased Staff Performance	30%	Number of programs and filling of 100 vacant posts	11 new employees, 300 EPWP and 8 finance interns were appointed	48 programs and filling of 100 vacant posts	12 programs and filling of 25 vacant posts	12 programs and filling of 25 vacant posts	12 programs and filling of 25 vacant posts	12 programs and filling of 25 vacant posts
			Approval of the organogram and 134 staff to be placed on the organogram	2019/20 organogram approved on the 31/05/2019	Approved 2020/2021 Organizational Structure	134 staff to be placed on the organogram	Approved organogram		
			Approved Works Skills Plan (WSP)	1 WSP submitted for 2020/2021 to LGSETA	1 WSP 2021/2022 to be developed and submitted to LGSETA on the 30 April 2021			Approved 2020/21 WSP	

Functional Area	Strategic objective as per IDP	Weight	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Implementation of Work place skills plan			Number skills programs to implement the WSP	3 learnership programs 28 Councillors were trained	30 Councillors to be trained as per the WSP and 3 learnerships	10	05	10	05
						Councillors to be trained	councillors to be trained And 3 learnerships	councillors to be trained	councillors to be trained
Legal Services	To provide sound legal administrative support	10%	Number of Legal services programs	16 Legal services programs/ reports done in 2019/2020	300 officials to be trained	50 officials to be trained	20 officials to be trained	115 officials to be trained	115 officials to be trained
						4 Legal services programs	4 Legal services programs	4 Legal services programs	4 Legal services programs

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
Council Support	To provide council support	10%	Number council support programs	4 updated council resolutions implementation registers	16 council support programs	4 Council support programs	4 Council support programs	4 Council support programs	4 Council support programs
Auxiliary Services	Improved turnaround time for servicing of fleet	15%	Number of reports on turnaround for servicing of fleet to be within 7 days Number of available fleet to be monitored	New programme 127 available t monitored	12 Reports on turnaround for servicing of fleet to be within 7 days 136 available fleet to be monitored	3 reports on turnaround for servicing of fleet to be within 7 days 136 available fleet to be monitored	3 reports on turnaround for servicing of fleet to be within 7 days 136 available fleet to be monitored	3 reports on turnaround for servicing of fleet to be within 7 days 136 available fleet to be monitored	3 reports on turnaround for servicing of fleet to be within 7 days 136 available fleet to be monitored
			Number of heavy machinery to be purchased by second quarter Number of light vehicle to be purchased	7 yellow fleets procured 25 light vehicles	8 Heavy machinery to be procured (4 water tank trucks, 2 skip loaders and 1 grader and 1 tipper truck) 6 light vehicles to be procured (1 Mayor's vehicle, 3 Single cab, 1 Double cab and 1 Generator for Disaster)	1 Grader and 1 tipper truck 1 Grader and 1 tipper truck	4 Water tank trucks 4 Water tank trucks	2 Skip loader 2 Skip loader	- -

Functional Area	Strategic objective as per IDP	Weight	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter			
						Quarter 1	Quarter 2	Quarter 3	Quarter 4
	Improved turnaround time for servicing of fleet					Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Internet and Communication Technology	To provide effective and efficient ICT governance	15%	Number of ICT programs	12 ICT programs	12 ICT programs including reports	3 programs including reports	3 programs including reports	3 programs including reports	3 programs including reports
Good governance (risk, HRM and PMS)	Effective and efficient governance structures	20%	Number of risk reports and development of Corporate Services risk action log	Strategic and operational risks were identified and 4 x quarterly risk assessment logs were compiled.	4 Risk reports and development of Corporate Services risk action log	1 Reports on risk action log	1 Reports on risk action log	1 Reports on risk action log	1 Reports on risk action log and develop Corporate Services risk action log
			Number of performance plans and performance reviews	5 Performance plans for managers were developed and 4 x quarterly reviews were conducted	Development of 5 Performance plans for all managers under Corporate Services and 4 Performance reviews	5 Performance plans developed for managers under Corporate Services and 1 Performance review	1 Performance review	1 Performance review	1 Performance review

Functional Area	Strategic objective as per IDP	Weight	KPI/ Measurement	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
			Number of departmental meeting to monitor performance	11 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

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

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

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

8. EVALUATING PERFORMANCE

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

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

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

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

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

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

8.5 The annual performance appraisal will involve:

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

- 8.5.1.1 Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
- 8.5.1.2 An indicative rating on the five-point scale should be provided for each KPA.
- 8.5.1.3 The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

8.5.2 Assessment of the CRs

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

8.5.3 Overall rating

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

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

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					

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

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

- 8.7.1 Executive Mayor or Mayor;
- 8.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 8.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
- 8.7.4 Mayor and/or municipal manager from another municipality; and
- 8.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.

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

- 8.8.1 Municipal Manager;
- 8.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 8.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 8.8.4 Municipal manager from another municipality.

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

9. SCHEDULE FOR PERFORMANCE REVIEWS

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

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

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

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

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

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

10. DEVELOPMENTAL REQUIREMENTS

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

Competency Gaps Identified (Skills, Knowledge, Attributes)	Which Learning And/or Development Opportunities Are Required To Address The Gap?	What Kind Of Action And/or Support Is Required To Address The Gap?	By When Should The Gap Be Addressed?	How Will You Demonstrate That The Competency Gap Is Closed?
Results and Quality Focus	B Degree in psychology	Finance and time off	2024	Be able to deal with different human thinking

11. OBLIGATIONS OF THE EMPLOYER

11.1 The Employer shall –

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

12. CONSULTATION

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

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

12.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

13. MANAGEMENT OF EVALUATION OUTCOMES

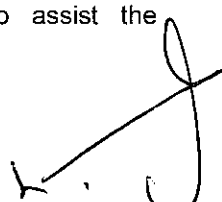
13.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

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

- 13.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- 13.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 13.2.3 BLM policy shall apply for rewarding good performance as adopted by council.

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

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



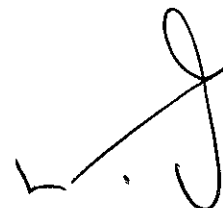
13.3.2 After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry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

14. DISPUTE RESOLUTION

- 14.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –
- 14.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 14.1.2 Any other person appointed by the MEC.
 - 14.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.
- 14.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

15. GENERAL


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



16. SIGNING

Thus done and signed at Blm on this the 10 day of July 2020


Mrs L KHOZA
[ACTING DIRECTOR CORPORATE SERVICES]



Signature

10/07/2020

Date



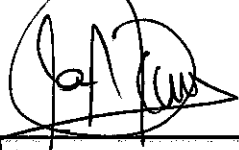
Witness

10/07/2020

Date

And

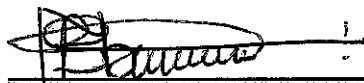
MRS C.A NKUNA
[MUNICIPAL MANAGER/ ACCOUNTING OFFICER]



Signature

10/07/2020

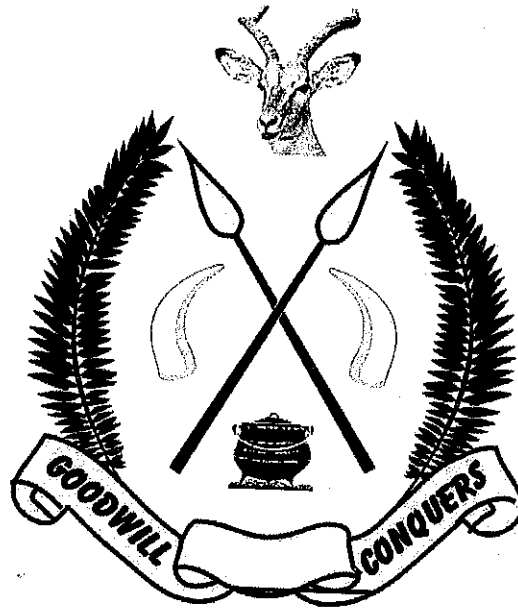
Date



Witness

10/07/2020

Date



PERFORMANCE AGREEMENT

BUSHBUCKRIDGE LOCAL MUNICIPALITY

Represented by

C A NKUNA

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

AND

RM SILINDA

[HEREINAFTER REFERRED TO AS THE ACTING DIRECTOR COMMUNITY SERVICES]

(FOR THE PERIOD 01 JULY 2020 -30 OCTOBER 2021)

A handwritten signature in black ink, appearing to read 'RM Silinda', is located in the bottom right corner of the document.

Table of Contents

Table of Contents	2
1. JOB DETAILS	3
2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:	3
3. INTRODUCTION	3
4. PURPOSE OF THIS AGREEMENT	3
5. COMMENCEMENT AND DURATION	4
6. PERFORMANCE OBJECTIVES	4
7. PERFORMANCE MANAGEMENT SYSTEM	5
8. EVALUATING PERFORMANCE	15
9. SCHEDULE FOR PERFORMANCE REVIEWS	17
10. DEVELOPMENTAL REQUIREMENTS	18
11. OBLIGATIONS OF THE EMPLOYER	18
12. CONSULTATION	18
13. MANAGEMENT OF EVALUATION OUTCOMES	19
14. DISPUTE RESOLUTION	19
15. GENERAL	19
16. SIGNING	20

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

1. JOB DETAILS

Salary- Number	S807980
Location	Bushbuckridge Local Municipality
Occupational Classification	Executive
Designation	Acting Director Community Services

2. PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

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

And **Reckson Mhlabathi Silinda** Employee of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

3. INTRODUCTION

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

4. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 4.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 4.2 Specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service

Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

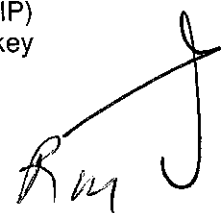
- 4.3 Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 4.4 Monitor and measure performance against set targeted outputs;
- 4.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations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

5. COMMENCEMENT AND DURATION

- 5.1 This Agreement will commence on (**01 July 2020**) and will remain in force until **30 October 2020**) thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 5.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 5.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 5.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 5.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

6. PERFORMANCE OBJECTIVES

- 6.1 The Performance Plan (Annexure A) sets out-
 - 6.1.1 The performance objectives and targets that must be met by the Employee; and
 - 6.1.2 The time frames within which those performance objectives and targets must be met.
- 6.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.



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

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

7. PERFORMANCE MANAGEMENT SYSTEM

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

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

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

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

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

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

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

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

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

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



constitute 80% of the overall assessment result as per the weightings agreed to
between the Employer and Employee:

Raj

Summary of the SDBIP key performance areas 2020/2021

Functional Area	Strategic objective as per IDP	KPI/ Measurement	Weight	Baseline/ previous performance	Annual target	Projection plan & budget			
						Quarter 1	Quarter 2	Quarter 3	Quarter 4
TRANSVERSAL AFFAIRS	Improved social cohesion and safe environment	Number of Reviewed indigent register adopted		Indigent register reviewed for 2019/2020fy and waiting for council to approve	4 reports on number Reviewal for indigent register conducted	01 registration of new application	01 Data Capturing	01 Verification of draft register	01 Council report
						1 report for cemetery	1 report for cemetery	1 report for cemetery	1 report for cemetery
DLTC AND REGISTRY AUTHORITY	Improved social cohesion and safe environment	Number of reports on cemeteries and provide burial assistance to indigents		New programme	8 reports on cemeteries and burial assistance to indigents	750 learner drivers to be tested	750 learner drivers to be tested	750 learner drivers to be tested	750 learner drivers to be tested
						1 report for cemetery	1 report for cemetery	1 report for cemetery	1 report for cemetery
	Improved Financial Management	Amount to be collected to increase Revenue Collection through DLTC		R35M Revenue amount collected through DLTC 2019/2020 f/y	R 30M Amount to be collected to increase Revenue Collection through DLTC	R7 500 000 to be collected	R7 500 000 to be collected	R7 500 000 to be collected	R7 500 000 to be collected

Functional Area	Strategic objective as per IDP	KPI/ Measurement	Weight	Baseline/ previous performance	Annual target	Quarterly			
						Quarter 1	Quarter 2	Quarter 3	Quarter 4
FIRE AND RESCUE	Improved social cohesion and safe environment	Number of fire and rescue inspection to be conducted in BLM businesses	30%	240 Inspections conducted for 2019/2020 f/y	240 Inspections to be conducted	60 Inspections to be conducted	135 Inspections to be conducted	30 Inspections to be conducted	15 Inspections to be conducted
						1 combined quarterly reports for 3 months attended	1 combined quarterly reports for 3 months attended	1 combined quarterly reports for 3 months attended	1 combined quarterly reports for 3 months attended
						1 report on number of Serviced fire extinguishers	1 report on number of Purchased fire uniforms and PPE	1 report for servicing and purchased of fire equipments and tools	Request for advertisement of Two ways radio systems
		Number of emergency calls reports for fire and rescue attended	40%	265 emergency incidents calls attended 2019/2020 f/y	4 combined quarterly reports of emergency calls attended for 12 months	1 combined quarterly reports for 3 months attended	1 combined quarterly reports for 3 months attended	1 combined quarterly reports for 3 months attended	1 combined quarterly reports for 3 months attended
		Number of fire equipments serviced, rescue tools and Fire & rescue vehicles to be purchased	30%	1 Fire truck purchased, 4 skid units serviced and 1 rescue machine purchased on 2019/2020 f/y	4 report on number of serviced of equipments, tools and Fire & rescue vehicles to be purchased	1 report on number of Serviced fire extinguishers	1 report on number of Purchased fire uniforms and PPE	1 report for servicing and purchased of fire equipments and tools	Request for advertisement of Two ways radio systems

Functional Area	Strategic objective as per IDP	KPI/ Measurement	Weight	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
ROAD TRAFFIC SERVICES	Improved social cohesion and safe environment	Number of summons to be issued		10 000 summons issued in 2019/2020 f/y	10 000 summons to be issued	2500 Summons to be issued	2500 Summons to be issued	2500 Summons to be issued	2500 Summons to be issued
TRAFFIC ENFORCEMENT	Improved social cohesion and safe environment	Number of road safety programmes (road blocks) conducted			12 reports on number of road safety operation programmes (road blocks) conducted	Conduct 3 road safety operation programmes (road blocks)	Conduct 3 road safety operation programmes (road blocks)	Conduct 3 road safety operation programmes (road blocks)	Conduct 3 road safety operation programmes (road blocks)
		Number of reports for by-Law enforcement programmes conducted			12 reports for by-Law enforcement programmes conducted	3 reports for by-Law enforcement programmes to be conducted	3 reports for by-Law enforcement programmes to be conducted	3 reports for by-Law enforcement programmes to be conducted	3 reports for by-Law enforcement programmes to be conducted
DISASTER MANAGEMENT	Improved social cohesion and safe environment	Number of Disaster awareness campaigns and meetings conducted		6 disaster management awareness campaign conducted in 2019/2020/y	12 reports on the number of Disaster awareness campaigns and meetings conducted	3 reports awareness meeting to be conducted	3 reports awareness and meeting to be conducted	3 reports awareness and meeting to be conducted	3 reports awareness and meeting to be conducted

Functional Area	Strategic objective as per IDP	KPI/ Measurement	Weight	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
		Number of disaster management call centre and dispatch		New program	12 reports on the number of disaster calls received and dispatch by call centre	1 combined reports on calls and dispatch by call centre	1 combined reports for 3 months on calls and dispatch by call centre	1 combined reports for 3 months on calls and dispatch by call centre	1 combined reports for 3 months on calls and dispatch by call centre
		Number of report on relief materials provided to victims		80 families assisted 2019/2020	4 reports on relief materials provided to victims	1 consolidated report on relief materials provided to victims	1 consolidated report on relief materials provided to victims	1 consolidated report on relief materials provided to victims	1 consolidated report on relief materials provided to victims
		Number of disaster management forum meetings conducted		New	4 forum meetings to be conducted	1 forum meetings to be conducted	1 forum meetings to be conducted	1 forum meetings to be conducted	1 forum meetings to be conducted
SECURITY SERVICES	Secure all municipal assets	Number of reports for security services raised and issues resolved		12 monthly reports submitted in 2019/2020	12 reports for security services raised and issues resolved	3 monthly report to be submitted	3 monthly report to be submitted	3 monthly report to be submitted	3 monthly report to be submitted

Functional Area	Strategic objective as per IDP	KPI/ Measurement	Weight	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Health & wellness	Improved social cohesion and safe environment	Number of Health and wellness programmes to be implemented		2 awareness and 5 group work sessions conducted in 2019/20	7 awareness programmes on health and wellness	1 awareness campaign	Two group work session	One awareness campaign	1 awareness campaign
Public Transport	Improved social cohesion and safe environment	Number of public transport projects and inspections		40 inspection conducted in 2019/2020 f/y	12 monthly inspection reports	3 monthly inspection reports	3 monthly inspection reports	3 monthly inspection reports	3 monthly inspection reports
	Public Transport Forum	Number of Public Transport Forums meeting to be conducted		Four forum conducted in 2019/2020 financial year	4 meeting reports of public transport forum	1 forum meeting report	1 forum meeting report	1 forum meeting report	1 forum meeting report
		Development of local transport plan		The current integrated plan was conducted in 2008	Development of local transport plan	-	submission of draft local transport plan	public consultation	final draft local transport plan
		Construction of one transport facility (Paulina taxi rank)		Only 22 public transport facility exist	12 progress reports on Construct one transport facility (Paulina taxi rank	3 submission of progress report	3 submission of progress report	3 submission of progress report	3 submission of progress report

Ray

Functional Area	Strategic objective as per IDP	KPI/ Measurement	Weight	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
Good governance		Number of reports for risk management submitted		Strategic and operational risk register developed	4 risk report to be developed	1 risk report to be developed	1 risk report to be developed	1 risk report to be developed	1 risk report to be developed
						1 assessments as per the PMS cycle	1 assessments as per the PMS cycle	1 assessments as per the PMS cycle	1 assessments as per the PMS cycle
		Number of performance compacts to be developed and assessed as per the PMS cycle		All seven (7) unit Managers assessed for performance in 2019/2020f/y	6 performance compacts to be developed and 4 assessments as per the PMS cycle	1 assessments as per the PMS cycle	1 assessments as per the PMS cycle	1 assessments as per the PMS cycle	1 assessments as per the PMS cycle
		Number of reports on the implementation of council resolution		4 council resolution to be implemented in 2019/2020 f/y	4 reports on the implementation of council resolutions	1 reports on the implementation of council resolution	1 reports on the implementation of council resolution	1 reports on the implementation of council resolution	1 reports on the implementation of council resolution
		Development of departmental procurement plan and submit to SCM unit		Procurement plans for 2019/2020f/y submitted and implemented	Development of all unit procurement plans	Procurement plans to be submitted	Procurement plans to be submitted	Procurement plans to be submitted	Procurement plans to be submitted

RM

Functional Area	Strategic objective as per IDP	KPI/ Measurement	Weight	Baseline/ previous performance	Annual target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
						Projection plan & budget	Projection plan & budget	Projection plan & budget	Projection plan & budget
HRM	Assess the capacity of Bushbuckridge Local Municipality	Number of departmental meetings to be conducted		HRM target was not specified for 2019/2020	Conduct 12 departmental meetings	1 departmental meeting to be conducted	1 departmental meeting to be conducted	1 departmental meeting to be conducted	1 departmental meeting to be conducted

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

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

COMPETENCY REQUIREMENTS FOR EMPLOYEES			
LEADING COMPETENCIES		✓	WEIGHT
Strategic Direction and Leadership		✓	10%
People Management		✓	10%

Rm


COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	✓	WEIGHT
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%

Rm J

my
f

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

8.5.3 Overall rating

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

8.5.2 Assessment of the CRs

- 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.
- 8.5.1.2 An indicative rating on the five-point scale should be provided for each KPA.
- 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 Assessment of the achievement of results as outlined in the performance plan:

- 8.5 The annual performance appraisal will involve:
 - 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.
 - 8.3 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.
 - 8.2 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.
 - 8.1.2 The intervals for the evaluation of the Employee's performance.
 - 8.1.1 The standards and procedures for evaluating the Employee's performance; and
- 8.1 The Performance Plan (Annexure A) to this Agreement sets out -

8. EVALUATING PERFORMANCE

8.6 The assessment of the performance of the Employee will be based on the following rating scale for KPAs and CRs:

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

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

- 8.7.1 Executive Mayor or Mayor;
- 8.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

Handwritten signature

Handwritten signature

- 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.
- 9.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 9.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 9.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.

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

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:

9. SCHEDULE FOR PERFORMANCE REVIEWS

- 8.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).
- 8.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established -
 - 8.8.1 Municipal Manager;
 - 8.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
 - 8.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
 - 8.8.4 Municipal manager from another municipality.
- 8.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
- 8.7.4 Mayor and/or municipal manager from another municipality; and
- 8.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.

Handwritten signature

- 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.
- 12.1.3 A substantial financial effect on the Employer.
- 12.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 12.1.1 A direct effect on the performance of any of the Employee's functions;
- 12.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –

12. CONSULTATION

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

11. OBLIGATIONS OF THE EMPLOYER

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

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

10. DEVELOPMENTAL REQUIREMENTS

Rmy

- 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.
- 15.1 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. GENERAL

- 14.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.
- 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.
- 14.1.2 Any other person appointed by the MEC.
- 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 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. DISPUTE RESOLUTION

- 13.3 In the case of unacceptable performance, the Employer shall –
 - 13.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 13.3.2 After appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.
- 13.2 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
 - 13.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 13.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
 - 13.2.3 BLM policy shall apply for rewarding good performance as adopted by council.
- 13.1 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:
 - 13.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

13. MANAGEMENT OF EVALUATION OUTCOMES

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

16. SIGNING

Thus done and signed at BLM on this the 10th day of July 2020

Mr R.M Silinda
[Acting Director Community Services]
Signature

Date
10/07/2020

Witness
Signature

Date
10/07/2020

And

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

Date
10/07/2020

Witness
Signature

Date
10/07/2020