



PERFORMANCE AGREEMENT: 2024/2025

Entered into by and between

NTABANKULU LOCAL MUNICIPALITY
(The Employer)

Represented by the Ivy Sikhulu-Nqwena

Duly authorized in terms of section 57 (2) (b) of the Municipal System Act, No. 32 of 2000

AND

Piwe Luvo Mpendulo
(The Employee)

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INTRODUCTION

1. As provided in section 57(1) (a) of the Local Government Municipal Systems Act 32 of 2000, the council of **Ntabankulu Local Municipality** has entered into an employment contract with the **Director Technical Services, Piwe Luvo Mpendulo** on a non-fixed permanent employment until reaching the age of 65.

2. Section 57 (1) (b) of the Local Government Municipal Systems Act read with the contract of employment concluded between the employer and employee and the Municipal performance Regulations for Municipal Managers and managers directly accountable to the municipal manager require that a performance contract be concluded between the parties as herein undertaken.

3. The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Municipal Manager reporting to the Honourable Mayor, to a set of actions, outputs and outcomes that will ensure the attainment of both the local government policy goals and the performance objectives of Ntabankulu Local Municipality as enshrined in the Integrated Development Plan.

4. This performance contract is entered into between **Piwe Luvo Mpendulo**, the Director Technical Services and Ntabankulu Local municipality as represented by the Municipal Manager, **I. Sikhulu-Nqwena** and is based on the adopted Integrated Development plan 2024/2025 to 2027/2028 as developed in 2024 and the 2024/2025 Service Delivery Budget Implementation Plan.

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20. ATTESTATION

The parties hereby agree having read, understood and received a copy of this agreement which contents are hereby accepted in all entirety.

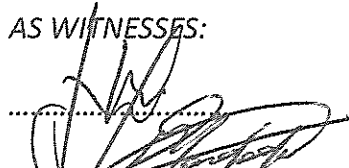
Thus done and signed at Ntabankulu on this 13 of June 2024

AS WITNESSES:


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I. Sikhulu-Nqwena
Municipal Manager

AS WITNESSES:


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P. L Mpendulo
Municipal Manager


L.S.



PERFORMANCE PLAN

DIRECTORATE: TECHNICAL SERVICES

FINANCIAL YEAR: 2024/2025

Employee Name	Piwe Luvo Mpendulo	Authorised Supervisor: Name	Ivy Sikhulu-Nqwena
Employee Job Title	Director Technical Services	Supervisor Job Title	Municipal Manager
Employee Number	5424	Supervisor's Employee Number	5435
Employee Signature		Supervisor's Signature	
Date	13/06/2024	Date	13/06/2024

Approved PA	Priority Area	For Objectives	SP Objective	SP Strategy	Indicator	Baseline on the Site of Review (February 2024)	Measures/Target	Activities	2024/2025 Quarter 2 Target (October-December)	POE 3 Target (JANUARY)	2024/2025 Quarter 4 Target (APRIL-JUNE)	POE 4 Target (APRIL-JUNE)	Weight Down
Basic Service Delivery	Roads and storm water construction	To improve accessibility and safety through Construction of 147.44 km new access roads with 246m ² construction of 337m paved access roads and 10m gravel roads and 4 bridges by June 2025	B2D 01	To construct roads infrastructure as per the year capital plan and materials and materials surfacing design report	<p>Three year capital plan, business plan, with 100% members for same work contract of finance provisions and surfacing design report</p> <p>Contracted 33.1km gravel roads and 4 bridges and 246m² surfacing by June 2025</p> <p>Improved mobility and accessibility of roads and bridges in all weather conditions</p>	<p>2.7km Access Road completed</p> <p>2.8km Access Road in ward 9 by June 2025</p> <p>2.8km Access Road in ward 10 by June 2025</p> <p>Planned construction of 17.7km new gravel roads and 4 bridges and 246m² surfacing by June 2025</p> <p>Extra surfacing of 13km road by June 2025</p>	<p>Complete construction of 2.7km Access Road in ward 9 by June 2025</p> <p>Construction of 2.8km Access Road in ward 10 by June 2025</p> <p>Construction of 2.8km Access Road up to tipping of 8.5m mass earthworks complete by June 2025</p> <p>Construction of 9.9km Access Road and 4 bridges up to tipping of 8.5m mass earthworks complete by June 2025</p> <p>Construction of 7.5km Access Road and 4 bridges up to tipping of 8.5m mass earthworks complete by June 2025</p> <p>Construction of 2km of Access Road in ward 17</p> <p>Construction of 330m Paved Access Road in traffic office in ward 10 by June 2025</p>	<p>Monitor construction up to completion</p> <p>Monitor construction up to completion</p> <p>Monitor construction up to completion</p> <p>Monitor construction up to completion</p> <p>Monitor construction up to completion</p> <p>Review and approve design report</p> <p>Facilitate publishing of Contract Site Briefing Monitor construction up to completion</p>	<p>Signed monthly progress report with photos, programme and cashflows</p> <p>Signed monthly progress report with photos, programme and cashflows</p> <p>Signed monthly progress report with photos, programme and cashflows</p> <p>Signed monthly progress report with photos, programme and cashflows</p> <p>Signed monthly progress report with photos, programme and cashflows</p> <p>Facilitate issuing of task order to PSP Approve design</p> <p>Site handover attendance register, signed monthly progress report with photos, programme and cashflows</p>	<p>N/A</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p>	<p>N/A</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p>	<p>N/A</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p> <p>No Target</p>	<p>2.5</p> <p>2.5</p> <p>2.5</p> <p>2.5</p> <p>2.5</p> <p>2.5</p> <p>2.5</p> <p>2.5</p>

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Item	Item Description	Item Category	Item Status	Item Details	Item Progress	Item Completion	Item Reporting	Item Budget	Item Date
1	Complete Construction of 50 housing units in Ward 14 Village by June 2025	Construction of Housing Units	Construction up to completion	Foundation Complete & Housing units	Signed monthly progress report with photos and cashflows. Final Unit Report (FUR)	Construction of Housing units	Signed monthly progress report with programme photos and cashflows	Construction of 10 Housing units	2.25
2	Construction of Zimkuvunguwa Primary School in ward 01 by June 2025	Construction of School	Construction up to completion	Site Handover	Site handover complete. Signed monthly progress report with photos, programme and cashflows	Construction of school	Signed monthly progress report with programme photos and cashflows	Construction of 10 Housing units	2.25
3	Development of Master Plan for Municipal Offices	Master Plan	Finalized	Finalized Master Plan	Signed monthly progress report with photos and cashflows	Finalized Master Plan	Signed monthly progress report with programme photos and cashflows	Finalized Master Plan	2.20
4	Construction of Mankwato Sports field phase 3 in ward 10 by June 2025	Construction of Sports Field	Construction up to completion	Foundation Complete	Signed monthly progress report with photos and cashflows	Construction of sports field	Signed monthly progress report with programme photos and cashflows	Construction of 10 Housing units	2.25
5	Condition assessment of municipal access roads in all 19 wards by June 2025	Condition Assessment	Assessment Complete	Assessment Complete	N/A	Assessment Complete	Final Maintenance Plan Council Resolution	Assessment Complete	2.15
6	Rehabilitation of 6km Zanabanye Access Road in ward 16 by June 2025	Rehabilitation of Road	Rehabilitation up to completion	Tipping and processing of 6km access road	Signed monthly progress report with photos, programme and cashflows	Rehabilitation of road	Signed monthly progress report with programme photos and cashflows	Rehabilitation of 10 Housing units	2.25
7	Rehabilitation of 5.2km Ndimaka la Nqweshu Access Road in ward 15 by June 2024	Rehabilitation of Road	Rehabilitation up to completion	Tipping and processing of 5.2km access road	Signed monthly progress report with photos, programme and cashflows	Rehabilitation of road	Signed monthly progress report with programme photos and cashflows	Rehabilitation of 10 Housing units	2.25
8	Rehabilitation of 5km Ntshayane to Sepholo Access Road in ward 06 by June 2025	Rehabilitation of Road	Rehabilitation up to completion	Tipping and processing of 5km access road	Signed monthly progress report with photos, programme and cashflows	Rehabilitation of road	Signed monthly progress report with programme photos and cashflows	Rehabilitation of 10 Housing units	2.25
9	Rehabilitation of 6km of Dooda Access Road in ward 11 by June 2025	Rehabilitation of Road	Rehabilitation up to completion	Tipping and processing of 6km access road	Signed monthly progress report with photos, programme and cashflows	Rehabilitation of road	Signed monthly progress report with programme photos and cashflows	Rehabilitation of 10 Housing units	2.25
10	Rehabilitation of 4km of Mankwato Access Road in ward 08 by June 2025	Rehabilitation of Road	Rehabilitation up to completion	Tipping and processing of 4km access road	Signed monthly progress report with photos, programme and cashflows	Rehabilitation of road	Signed monthly progress report with programme photos and cashflows	Rehabilitation of 10 Housing units	2.25

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Good Governance	Public Participation	To promote effective participation of stakeholders in decision making and consultation through conducting 210 monthly meetings, 60 quarterly non-financial reporting sessions and 100 financial reporting sessions by June 2025	GG 03	Establish projects steering committees for capital plan, project planning, O & M, business case preparation and evaluation of impact	40 community meetings facilitated for infrastructure projects 7 established and included Project Steering Committees	Improved community involvement and project ownership	22 Community meetings facilitated for infrastructure projects Project Steering Committee established by June 2025	Facilitate 120 community meetings for infrastructure projects to maximize community participation Conduct induction of 30 Project Steering Committees by June 2025 Coordinate monthly project reports to monthly financial reports to CoGTA by June 2025	100% expenditure of budget by June 2025	Monthly expenditure analysis of budget vs actual expenditure per project Analyze expenditure per budget visit to identify inefficiencies and discuss with	Community engagements through 30 site meetings facilitated	60% expenditure	Quarterly Expenditure report Proof of submission to DMRE	Quarterly Expenditure report Proof of submission to DMRE	60% expenditure	Quarterly Expenditure report Proof of submission to DMRE	Quarterly Expenditure report Proof of submission to DMRE	100% expenditure	Quarterly Expenditure report Proof of submission to DMRE	Quarterly Expenditure report Proof of submission to DMRE	100% expenditure	Quarterly Expenditure report Proof of submission to DMRE	Quarterly Expenditure report Proof of submission to DMRE	100% expenditure	Quarterly Expenditure report Proof of submission to DMRE
Good Governance	Public Participation	To create work opportunities for EPWP beneficiaries by June 2027	LED 03	Identify EPWP projects through implementation of EPWP Policy	13 work opportunities created	Reduction of unemployment	To create 12 EPWP work opportunities by June 2027	Monitor performance and attendance of 13 beneficiaries	3 Monthly project employment reports to CoGTA	Monthly employment reports and proof of submission to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA	3 Monthly project employment reports to CoGTA
Good Governance	Audit	To improve municipal performance through systems towards achieving service delivery objectives by June 2027	GG 05	Coordinate implementation and audit report of Audit action plan	60% of 2020/21 AG Management and audit report 60% of 2021/22 AG Management and audit report 60% of 2022/23 AG Management and audit report	Clear and accountable governance	Coordinate development of audit action plan and submit to approval by June 2025 Consolidate the progress on implementation of audit action plan and POEs for submission to internal audit Coordinate monitoring of implementation of AGSA findings	Coordinate development of audit action plan and submit to approval by June 2025 Consolidate the progress on implementation of audit action plan and POEs for submission to internal audit Coordinate monitoring of implementation of AGSA findings	30% reduced Audit General Findings for 2021/2022	Progress report on implementation of Audit Action Plan	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023	30% reduced Audit General Findings for 2022/2023
Good Governance	Risk	To provide quality service delivery through mitigation and reduction of operational risks by June 2027	GG 06	Coordinate development, review and monitoring of operational and operational risk registers	60% of mitigated risks	Improved service delivery	2024/2025 technical review operational risk register developed 80% required use on 2025/26	2024/2025 Strategic and operational risk register developed and 2024/2025 operational risk register developed 80% required use on 2025/26	20% of 2023/2024 mitigated risk	Risk management Report and risk register	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk	40% of 2023/2024 mitigated risk
Good Governance	PMS	To improve municipal performance through service delivery objectives by June 2027	GG 05	Coordinate monitoring evaluation and performance	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	Improved institutional and individual performance	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	2024/2025 signed Performance agreements for Managers and Officers 2 Individual performance agreements for Managers and Officers 2	

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GOOD GOVERNANCE	PMS	GG 05	GG 06	Compliance monitoring and measure performance	PMS Policy, IDPPMS, PMS Process Manual	100% of PMS submitted NPA as per approved SODIP by June 2023	100% of PMS submitted SODIP by June 2023	Quarterly submission of Departmental Periodic Evidence	100% of PMS submitted SODIP by September 2023	RCE Departmental Verification Form Strategic Services Analysis report	100% of PCE's as at 30 December 2023	PCE Departmental Verification Form Strategic Services Performance Analysis report	100% of PCE's as at 30 March 2024	PCE Departmental Verification Form Strategic Services Performance Analysis report	100% of PCE's as at 30 June 2024	PCE Departmental Verification Form Strategic Services Performance Analysis report	215
Good Governance	Compliance with Legislature	GG13	GG13	Compliance monitoring and measure performance of Services Providers	Spread SLA, MCA, SCA policy and Appointment letters.	Monthly monitored performance of service providers per deliverables	Monthly monitored performance of Service Providers in line with contract register as per set deliverables by June 2023	Facilitate availability of service level agreements for the appointed service providers	Monthly monitored performance of Service Providers in line with contract register as per set deliverables	Monthly reports on performance of service providers	Monthly monitored performance of Service Providers in line with contract register as per set deliverables	Monthly reports on performance of service providers	Monthly monitored performance of Service Providers in line with contract register as per set deliverables	Monthly reports on performance of service providers	Monthly monitored performance of Service Providers in line with contract register as per set deliverables	Monthly reports on performance of service providers	215
Good Governance	Compliance with Legislature	GG 10	GG 10	Develop, review and implement plans and by-laws.	Budget/Institutional Calendar/Policy is, by laws and sector plans.	Number of sector plans, policies conducted and one 3 year capital plan reviewed By June 2023	Gap analysis of 3 policies and 1 Three year Capital plan reviewed by June 2023	Identify policy gaps for review	No Target	N/A	No Target	N/A	Gap analysis of 3 policies and 1 Three year capital plan submitted to Council	3 Draft Policies & Draft Three Year Capital Plan	3 Final Policies & Final Three Year Capital Plan presented to Council	3 policies & Council resolution extract Approve Three Year Capital Plan	215

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CORE COMPETENCY REQUIREMENTS

DIRECTORATE: DIRECTOR TECHNICAL SERVICES

FINANCIAL YEAR 2024/2025

Employee Name	Piwe Luvo Mpendulo	Authorised Supervisor: Name	Ivy Sikhulu-Nqwena
Employee Job Title	Director Technical Services	Supervisor Job Title	Municipal Manager
Employee Number	5424	Supervisor's Employee Number	5435
Employee Signature		Supervisor's Signature	
Date	13/06/2024	Date	13/06/2024

COMPETENCIES WITH 20 DRIVING COMPETENCIES THAT COMMUNICATE WHAT IS EXPECTED FOR EFFECTIVE PERFORMANCE IN LOCAL LEADING COMPETENCIES		WEIGHT 100%
LEADING COMPETENCIES	DRIVING COMPETENCIES	
Strategic Direction and Leadership	Impact and influence	
	Institutional performance Management	
	Strategic Planning and Management	
	Organisational Awareness	
	Human Capital Planning and Development	10%
People Management	Diversity Management	
	Employee Relations Management	
	Negotiation and Dispute Management	10%
	Program and Project Planning and Implementation	
Program and Project Management	Service Delivery Management	
	Program and Project Monitoring and Evaluation	30%
	Budget Planning and Execution	
Financial Management	Financial Strategy and Delivery	
	Financial Reporting and Monitoring	10%
	Change Vision and Strategy	
Change Leadership	Process Design and Improvement	
	Change Impact Monitoring and Evaluation	10%
Governance Leadership	Policy Formulation	
	Risk and Compliance Management	
	Cooperative Governance	10%
CORE COMPETENCIES (Drivers to ensure execution of Leading competencies are at optimal level)		

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	Moral Competence	3%
	Planning and Organising	5%
	Analysis and Innovation	3%
	Knowledge and Information Management	3%
	Communication	3%
	Results and Quality Focus	3%

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PERSONAL DEVELOPMENT PLAN:


Piwe Luvo Mpendulo:

This plan must be completed and reviewed during the planning phase of Employee Performance Management Cycle (July). The purpose is to provide opportunity for the Employee and the immediate supervisor to identify incumbent's strength, skills and competency gap. To complete this plan you need to know and understand your Department objectives, your customer's (internal and external), requirements and your key performance indicators. The information provided should be considered in relation to the critical nature of the current position and your future career goals.

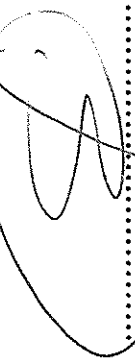
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Signature (Incumbent)

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Signature (Supervisor)

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13/06/2024.....

Date

.....
13 JUNE 2024.....

Date

L.S.



PERFORMANCE AGREEMENT: 2024/2025

Entered into by and between

NTABANKULU LOCAL MUNICIPALITY
The Employer)

*Represented by the Mayor, **Cllr P.T Sobuthongo***

*Duly authorized in terms of section 57 (2) (b) of the Municipal System Act,
No. 32 of 2000*

AND

Ivy Sikhulu-Nqwena
(The Employee)

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INTRODUCTION

- 1. As provided in section 57(1) (a) of the Local Government Municipal Systems Act 32 of 2000, the council of Ntabankulu Local Municipality has entered into an employment contract with the **Municipal Manager, Ivy Sikhulu-Nqwena** for period of five years, commencing from **24 July 2023 and ending on 23 July 2028***
- 2. Section 57 (1) (b) of the Local Government Municipal Systems Act read with the contract of employment concluded between the employer and employee and the Municipal performance Regulations for Municipal Managers and managers directly accountable to the municipal manager require that a performance contract be concluded between the parties as herein undertaken.*
- 3. The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Municipal Manager reporting to the Honourable Mayor, to a set of actions, outputs and outcomes that will ensure the attainment of both the local government policy goals and the performance objectives of Ntabankulu Local Municipality as enshrined in the Integrated Development Plan.*
- 4. This performance contract is entered into between **Ivy Sikhulu-Nqwena**, the Municipal Manager and Ntabankulu Local municipality as represented by the Honourable Mayor, **Cllr P.T Sobuthongo** and is based on the adopted Integrated Development plan 2024/2025 to 2027 as reviewed and adopted by Council in 24 May 2024 and the 2024/2025 Service Delivery Budget Implementation Plan.*

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2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to:

- 2.1 Comply with the provisions of Section 57(1)(b), (4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;*
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;*
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);*
- 2.4 Monitor and measure performance against set targeted outputs;*
- 2.5 Use the Performance contract and Performance Plan as the basis for assessing the suitability of the Employee for continued employment and/or to*
- 2.6 Assess whether the Employee has met the performance expectations applicable to his/her job;*
- 2.7 Appropriately reward the Employee in accordance with the Employer's performance management framework in the event of outstanding performance; and*
- 2.8 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved qualitative and quantitative service delivery.*

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature hereof this Agreement shall commence from the **1 July 2024** and shall remain in force until the **30th June 2025**, whereafter a new Performance contract, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof within 1 month after the commencement of the new financial year.*
- 3.2 This Agreement shall terminate in its entirety on the termination of the Employee's contract of employment for whatever reason subject to relevant legislative prescripts.*
- 3.3 The contents of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon subject to both parties reaching an agreement.*
- 3.4 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.*

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4. PERFORMANCE OBJECTIVES

- 4.1 *The Performance Plan included herein as Annexure A, which forms an integral part of this agreement enshrines the following (which are concluded by mutual consensus by parties based on key strategic documents of the Municipality):*
- 4.2 *The overall performance objectives and targets that must be met by the Employee including the performance indicators and weightings;*
- 4.3 *The time frames for the achievement of those performance objectives and targets;*
- 4.4 *The performance objectives shall in addition be viewed within the context and in lieu of the overall contributions to the goals and strategies set out in the Employer's Integrated Development Plan.*

5. PERFORMANCE MANAGEMENT SYSTEM.

- 5.1 *Both parties agree to participate in the performance management system that the Employer has adopted or introduced for the Municipality, Management and Municipal Staff.*
- 5.2 *Both parties hereby covenant to consult each other and arrive at a mutual agreement about the specific performance standards to be included in the performance management system.*
- 5.3 *The Municipal Manager undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to The Municipal Manager responsibilities) within the local government framework.*
- 5.4 *The criterion upon which the performance of the employee is to be evaluated is contained in annexure E and is included herein as an addendum and forms an important part of this contract.*
- 5.5 *The Employee must be assessed her performance in terms of the performance indicators (inputs/outputs/outcomes) identified in the attached Performance Plan (Annexure A) and include:*
 - 5.5.1 *The Key Performance Areas and the Leading and Core Competencies, with a weighting of 80 and 20 respectively are listed herewith as agreed between the employer and employee.*
 - 5.5.2 *The Key Performance Areas will constitute 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory*

and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (100% of Total)	Weight %
Good Governance & Public Participation	30%
Municipal Institutional Development and organizational Transformation	10%
Municipal Financial Viability and Management	10%
Basic Service Delivery	30%
Local Economic Development	20%
Total	100%

5.5.3 The table below indicated six leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government

5.5.4 The competency framework further involves six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level

LEADING COMPETENCIES		Weight %
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional performance Management • Strategic Planning and Management • Organisational Awareness 	20
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	10
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement 	10

	<ul style="list-style-type: none"> • <i>Change Impact Monitoring and Evaluation</i> 	
<i>Governance Leadership</i>	<ul style="list-style-type: none"> • <i>Policy Formulation</i> • <i>Risk and Compliance Management</i> • <i>Cooperative Governance</i> 	20
CORE COMPETENCIES		Weight %
<i>Moral Competence</i>		3
<i>Planning and Organising</i>		3
<i>Analysis and Innovation</i>		3
<i>Knowledge and Information Management</i>		4
<i>Communication</i>		4
<i>Results and Quality Focus</i>		3
Total		20%

6. EVALUATING PERFORMANCE

- 6.1. "Annexure E" to this Agreement sets out the standards and procedures for evaluating the employee's performance, intervals for the evaluation of employee's performance and recognition of outstanding performance (awarding of a performance bonus)
- 6.2. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (contained herein as **Annexure B**) as well as the actions agreed to and implementation must take place within set time frames.
- 6.3. The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.
- 6.4. The annual performance appraisal must involve–
- 6.4.1. An assessment of the achievement of results as outlined in the performance plan;
 - 6.4.2. An assessment of each Key Performance Area 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;
 - 6.4.3. A rating on the five-point scale for each Key Performance Area; and
 - 6.4.4. The use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.

6.5. *The core competencies must be assessed–*

- 6.5.1. *According to the extent to which the specified standards have been met;*
- 6.5.2. *With an indicative rating on the five-point scale for each Criteria; and*
- 6.5.3. *By using the applicable assessment rating calculator to add the scores and calculating a final score.*

6.6. *An overall rating is calculated by using the applicable assessment rating calculator, which represents the outcome of the performance appraisal.*

6.7. *Employee performance will be based on the following rating scale for both Key Performance Indicators and core competencies*

6.8. *The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27(4)(d), (e) and (f) of the Regulations.*

<i>Level</i>	<i>Terminology</i>	<i>Description</i>
5(130%above)	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(110%-129%)	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(100%)	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(81%-99%)	Performance 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

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Level	Terminology	Description
		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(80% and below)	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. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 *The performance of each Employee in relation to his or her performance agreement must be reviewed during—*

Interval	Period	Evaluation deadline
<i>First quarter</i>	<i>July to September</i>	<i>Before end October</i>
<i>Mid term</i>	<i>October to December</i>	<i>Before end January</i>
<i>Third quarter</i>	<i>January to March</i>	<i>Before end April</i>
<i>Annual</i>	<i>July-June</i>	<i>2 months after the issuing of the Audit Report</i>

8.1 *The reviews in the first and third quarter may be verbal if performance is satisfactory.*

8.2 *The reviews in the second and annual performance must be formal and the employer must keep a record of these reviews and feedback must be based on the Employer's assessment of the Employee's performance.*

8.3 *The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee is consulted before any such change is made.*

8.4 *The work performance and performance review will not be confined and limited to the performance plan; any incidental work outside the performance plan shall be performed and evaluated accordingly.*

9. DEVELOPMENTAL REQUIREMENTS

9.1 *The Personal Development Plan (PDP) is attached herein as annexure B and forms an integral part of this agreement for addressing developmental gaps*

9.2 *Both parties hereby agree to uphold the filling of gaps identified in the PDP*

10. OBLIGATIONS OF THE EMPLOYER

The Employer shall –

10.1 *Create an enabling environment to facilitate effective performance by the employee;*

10.2 *Provide access to skills development and capacity building opportunities;*

10.3 *Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;*

10.4 *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*

10.5 *Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/ her to meet the performance objectives and targets established in terms of this agreement.*

11. EMPLOYEE OBLIGATIONS

11.1 *The employee is obliged to perform her functions to the best of her abilities and shall as far as is practically possible endeavour to meet the standards of performance as set out in this agreement.*

11.2 *The employee shall act in the good faith and in the best interest of the Municipality at all times*

11.3 *The employee shall be responsible for the completion or execution of the specific programs identified in her service delivery and budget implementation plans or KPA's within the timeframes agreed upon.*

11.4 *The employee shall co-operate with the employer in conducting the performance review.*

12. EMPLOYER RIGHTS

The employer shall be entitled to:

12.1 *Expect the employee to perform as agreed;*

12.2 *Alter the employee's responsibilities from time to time depending on the operational requirements of the organisation e.g. assign him/her to perform a special project not envisaged in his/her job description or service delivery and budget implementation plan.*

12.3 *Such circumstances as contemplated above shall be taken into account when the employee's performance is evaluated.*

12.4 *Take such corrective action or impose such disciplinary action or award such incentives as per policy.*

13. EMPLOYEE RIGHTS

13.1 *The employee shall be entitled to such co-operation and support as is reasonably required for him/her to perform his/her duties to the standard required of him/her.*

13.2 *In particular where a Personal Development Plan has identified a need for capacity building or training or other forms of support, the employee shall be entitled to receive same, bearing in mind relevant budgetary and other constraints which may not though be unreasonably withheld.*

13.3 *The employee shall be entitled to such corrective action remedies and/or incentives as are applicable depending on the outcome of his/her performance reviews.*

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14 MANAGEMENT OF EVALUATION OUTCOMES

14.1 The following table will be used to determine the payment of performance bonus to performance contract employees:

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
101% to 129%	No reward
81% -100%	No reward
(80% and below)	Compulsory Performance Counseling

RANGE	SCORE	% Bonus
150 AND ABOVE	164 and above	14
	163	13.705
	162	13.42
	161	13.135
	160	12.85
	159	12.565
	158	12.28
	157	11.995
	156	11.71
	155	11.425
	154	11.14
	153	10.855
	152	10.57
	151	10.285
	150	10

RANGE	SCORE	% Bonus
Between 130 and 149	149	9
	148	8.6
	147	8.4
	146	8.2
	145	8
	144	7.8
	143	7.6
	142	7.4
	141	7.2
	140	7
	139	6.8
	138	6.6
	137	6.4
	136	6.2
	135	6
	134	5.8
	133	5.6
	132	5.4
	131	5.2
	130	5

- 14.1 *In the case of unacceptable performance, the Employer–*
14.2 *must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and*
14.3 *May, after appropriate performance counseling and having provided the necessary guidance and support as well as reasonable time for improvement in performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.*

15. REWARD FOR PERFORMANCE

15.1 *The annual increase will be determined by Council based on the affordability and the stipulations of the Contract of Employment and does not in any way form part of a reward for performance.*

15.2 *The payment of the reward shall be based on the period under review and results of the performance score as stipulated in annexure A and include the following:*

- 15.2.1 *The performance score obtained on marks by using the performance plan;*
15.2.2 *Where the external factors have a negative influence on the result of the performance, the Municipality may at its discretion decide to grant a reward.*
15.2.3 *The reward if granted, will be paid annually only after adoption by Council of the Annual Report for that financial year and after finalization of the appraisal;*
15.2.4 *The final outcome of the performance appraisal will determine the reward;*
15.3 *The rating scale shall be used for rating including the actual targets set and contained in annexure A.*
15.4 *The following formula shall be used to allocate the performance bonus after the total score has been calculated:*

15.4.1. CALCULATING THE KPA PERFORMANCE

- (a) *Allocate score per target per KPA*
(b) *Multiply each score with weight per target and per KPA*
(c) *Add all scores per KPA and get one actual score per KPA*
(d) *Add all Actual Score per KPA and get the Overall Score*
(e) *Multiply Overall score with 33,3, get a performance Score*
(f) *Convert the Performance Score into a percentage by multiply by 80% and you get the percentage*

NB: SAME PRINCIPLE TO THE CCR'S

16. CONSULTATION

- 16.1. *Both parties to this agreement agree to consult each other in the event either party wishes to exercise a duty or function in terms of this agreement.*
- 16.2. *The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 16.1, as soon as is practicable to enable the employee to take any necessary action without delay.*

17. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

- 17.1 *Where the employer is at any time during the employee's employment not satisfied with her performance with respect to any matter dealt with in this Agreement, the employer will give notice to the employee to attend a meeting with the Performance Evaluation Committee.*
- 17.2 *The employee shall have the opportunity at the meeting to satisfy the employer and the panel of the measures being taken to ensure that the employee's performance becomes satisfactory and any programme, including any dates, for implementing these measures.*
- 17.3 *Where there is a dispute or difference as to the performance of the employee under this agreement, the parties will confer with a view to resolving the dispute or difference.*
- 17.4 *If at any stage thereafter the employer holds the view that the performance of the employee is not satisfactory, the employer will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the employee to terminate her employment in accordance with the notice period set out in the employee's contract of employment.*
- 17.5 *Nothing contained in this Agreement in any way limits the right of the employer to terminate the employee's contract of employment with notice for any other breach by the employee of her obligations to the employer or for any other valid reason in law.*

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18. DISPUTES

- 18.1 *In the event that the employee is dissatisfied with any decision or action of the employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the employee has achieved the performance objectives and targets established in terms of this Agreement, the employee may meet with the Performance Evaluation Committee with a view to resolving the issue. At the employee's request the evaluating panel will record the outcome of the meeting in writing.*
- 18.2 *In the event that the employee remains dissatisfied with the outcome of that meeting, he/she may raise the issue in writing with the employer (municipal council) by requesting that the issue be placed on the agenda of an appropriate meeting of Council. The Council will determine a process for resolving the issue, which will involve at least providing the employee with an opportunity to state his/her case orally or in writing. At the employee's request the Council will record its decision on the issue in writing. The decision of the Council on the issue will be made within 2 (two) weeks of the issue being raised, or as soon thereafter as possible, and will be final.*
- 18.3 *The parties hereby agree that "final" shall not limit a dissatisfied party to invoke any provisions in his/her disposal within labour and any other relevant laws.*

19. GENERAL

- 19.1 *The contents of the Agreement and the outcome of any review conducted, will not be confidential, and may be made available to the public by the employer, where appropriate.*
- 19.2 *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.*

20. ATTESTATION

The parties hereby agree having read, understood and received a copy of this agreement which contents are hereby accepted in all entirety.

Thus done and signed at Ntabankulu on this 13 of JUNE 2024

AS WITNESSES:

P. Mankota
.....
[Signature]
.....

[Signature]
.....
P.T. Sobuthongo
Mayor.

AS WITNESSES:

[Signature]
.....
[Signature]
.....

[Signature]
.....
Ivy Sikhulu-Nqwena
Municipal Manager

NTABANKULU LOCAL MUNICIPALITY



MUNICIPAL MANAGER'S PERFORMANCE AGREEMENT 2024/2025

EMPLOYEE NAME : IVY SIKHULU-NQWENA

EMPLOYEE NUMBER

EMPLOYEE JOB TITLE: MUNICIPAL MANAGER

EMPLOYEE SIGNATURE

DATE

13/06/2024

SUPERVISOR: MAYOR PRISCILLA RUTHENGE SOBUTHONGO

SUPERVISOR SIGNATURE

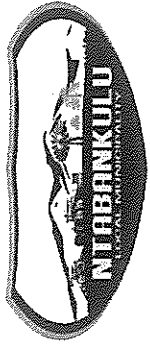
DATE: 13/06/2024

Case No.	Case Name	Case Description	Case Status	Case Type	Case Category	Case Sub-Category	Case Priority	Case Assigned To	Case Assigned Date	Case Assigned Time	Case Assigned Location	Case Assigned Agency	Case Assigned Division	Case Assigned Unit	Case Assigned Position	Case Assigned Title	Case Assigned Department	Case Assigned Office	Case Assigned Building	Case Assigned Room	Case Assigned Phone	Case Assigned Email	Case Assigned Fax	Case Assigned Website	Case Assigned Social Media	Case Assigned Other	Case Assigned Notes	Case Assigned Comments	Case Assigned Attachments	Case Assigned Links	Case Assigned Images	Case Assigned Videos	Case Assigned Audio	Case Assigned Documents	Case Assigned Spreadsheets	Case Assigned Presentations	Case Assigned Other
1	Case 1	Description of Case 1	Status 1	Type 1	Category 1	Sub-Category 1	Priority 1	Assigned To 1	Assigned Date 1	Assigned Time 1	Assigned Location 1	Assigned Agency 1	Assigned Division 1	Assigned Unit 1	Assigned Position 1	Assigned Title 1	Assigned Department 1	Assigned Office 1	Assigned Building 1	Assigned Room 1	Assigned Phone 1	Assigned Email 1	Assigned Fax 1	Assigned Website 1	Assigned Social Media 1	Assigned Other 1	Notes 1	Comments 1	Attachments 1	Links 1	Images 1	Videos 1	Audio 1	Documents 1	Spreadsheets 1	Presentations 1	Other 1
2	Case 2	Description of Case 2	Status 2	Type 2	Category 2	Sub-Category 2	Priority 2	Assigned To 2	Assigned Date 2	Assigned Time 2	Assigned Location 2	Assigned Agency 2	Assigned Division 2	Assigned Unit 2	Assigned Position 2	Assigned Title 2	Assigned Department 2	Assigned Office 2	Assigned Building 2	Assigned Room 2	Assigned Phone 2	Assigned Email 2	Assigned Fax 2	Assigned Website 2	Assigned Social Media 2	Assigned Other 2	Notes 2	Comments 2	Attachments 2	Links 2	Images 2	Videos 2	Audio 2	Documents 2	Spreadsheets 2	Presentations 2	Other 2
3	Case 3	Description of Case 3	Status 3	Type 3	Category 3	Sub-Category 3	Priority 3	Assigned To 3	Assigned Date 3	Assigned Time 3	Assigned Location 3	Assigned Agency 3	Assigned Division 3	Assigned Unit 3	Assigned Position 3	Assigned Title 3	Assigned Department 3	Assigned Office 3	Assigned Building 3	Assigned Room 3	Assigned Phone 3	Assigned Email 3	Assigned Fax 3	Assigned Website 3	Assigned Social Media 3	Assigned Other 3	Notes 3	Comments 3	Attachments 3	Links 3	Images 3	Videos 3	Audio 3	Documents 3	Spreadsheets 3	Presentations 3	Other 3
4	Case 4	Description of Case 4	Status 4	Type 4	Category 4	Sub-Category 4	Priority 4	Assigned To 4	Assigned Date 4	Assigned Time 4	Assigned Location 4	Assigned Agency 4	Assigned Division 4	Assigned Unit 4	Assigned Position 4	Assigned Title 4	Assigned Department 4	Assigned Office 4	Assigned Building 4	Assigned Room 4	Assigned Phone 4	Assigned Email 4	Assigned Fax 4	Assigned Website 4	Assigned Social Media 4	Assigned Other 4	Notes 4	Comments 4	Attachments 4	Links 4	Images 4	Videos 4	Audio 4	Documents 4	Spreadsheets 4	Presentations 4	Other 4
5	Case 5	Description of Case 5	Status 5	Type 5	Category 5	Sub-Category 5	Priority 5	Assigned To 5	Assigned Date 5	Assigned Time 5	Assigned Location 5	Assigned Agency 5	Assigned Division 5	Assigned Unit 5	Assigned Position 5	Assigned Title 5	Assigned Department 5	Assigned Office 5	Assigned Building 5	Assigned Room 5	Assigned Phone 5	Assigned Email 5	Assigned Fax 5	Assigned Website 5	Assigned Social Media 5	Assigned Other 5	Notes 5	Comments 5	Attachments 5	Links 5	Images 5	Videos 5	Audio 5	Documents 5	Spreadsheets 5	Presentations 5	Other 5

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Area	Key Objectives	Key Performance Indicators (KPIs)	Key Deliverables	Key Milestones	Key Risks	Key Stakeholders	Key Dependencies	Key Resources	Key Information	Key Dates	Key Status
HR Services Delivery	1.1.1	1.1.1.1	1.1.1.1.1	1.1.1.1.2	1.1.1.1.3	1.1.1.1.4	1.1.1.1.5	1.1.1.1.6	1.1.1.1.7	1.1.1.1.8	1.1.1.1.9
	1.1.2	1.1.2.1	1.1.2.1.1	1.1.2.1.2	1.1.2.1.3	1.1.2.1.4	1.1.2.1.5	1.1.2.1.6	1.1.2.1.7	1.1.2.1.8	1.1.2.1.9
HR Services Delivery	1.2.1	1.2.1.1	1.2.1.1.1	1.2.1.1.2	1.2.1.1.3	1.2.1.1.4	1.2.1.1.5	1.2.1.1.6	1.2.1.1.7	1.2.1.1.8	1.2.1.1.9
	1.2.2	1.2.2.1	1.2.2.1.1	1.2.2.1.2	1.2.2.1.3	1.2.2.1.4	1.2.2.1.5	1.2.2.1.6	1.2.2.1.7	1.2.2.1.8	1.2.2.1.9
HR Services Delivery	1.3.1	1.3.1.1	1.3.1.1.1	1.3.1.1.2	1.3.1.1.3	1.3.1.1.4	1.3.1.1.5	1.3.1.1.6	1.3.1.1.7	1.3.1.1.8	1.3.1.1.9
	1.3.2	1.3.2.1	1.3.2.1.1	1.3.2.1.2	1.3.2.1.3	1.3.2.1.4	1.3.2.1.5	1.3.2.1.6	1.3.2.1.7	1.3.2.1.8	1.3.2.1.9
HR Services Delivery	1.4.1	1.4.1.1	1.4.1.1.1	1.4.1.1.2	1.4.1.1.3	1.4.1.1.4	1.4.1.1.5	1.4.1.1.6	1.4.1.1.7	1.4.1.1.8	1.4.1.1.9
	1.4.2	1.4.2.1	1.4.2.1.1	1.4.2.1.2	1.4.2.1.3	1.4.2.1.4	1.4.2.1.5	1.4.2.1.6	1.4.2.1.7	1.4.2.1.8	1.4.2.1.9
HR Services Delivery	1.5.1	1.5.1.1	1.5.1.1.1	1.5.1.1.2	1.5.1.1.3	1.5.1.1.4	1.5.1.1.5	1.5.1.1.6	1.5.1.1.7	1.5.1.1.8	1.5.1.1.9
	1.5.2	1.5.2.1	1.5.2.1.1	1.5.2.1.2	1.5.2.1.3	1.5.2.1.4	1.5.2.1.5	1.5.2.1.6	1.5.2.1.7	1.5.2.1.8	1.5.2.1.9
HR Services Delivery	1.6.1	1.6.1.1	1.6.1.1.1	1.6.1.1.2	1.6.1.1.3	1.6.1.1.4	1.6.1.1.5	1.6.1.1.6	1.6.1.1.7	1.6.1.1.8	1.6.1.1.9
	1.6.2	1.6.2.1	1.6.2.1.1	1.6.2.1.2	1.6.2.1.3	1.6.2.1.4	1.6.2.1.5	1.6.2.1.6	1.6.2.1.7	1.6.2.1.8	1.6.2.1.9
HR Services Delivery	1.7.1	1.7.1.1	1.7.1.1.1	1.7.1.1.2	1.7.1.1.3	1.7.1.1.4	1.7.1.1.5	1.7.1.1.6	1.7.1.1.7	1.7.1.1.8	1.7.1.1.9
	1.7.2	1.7.2.1	1.7.2.1.1	1.7.2.1.2	1.7.2.1.3	1.7.2.1.4	1.7.2.1.5	1.7.2.1.6	1.7.2.1.7	1.7.2.1.8	1.7.2.1.9
HR Services Delivery	1.8.1	1.8.1.1	1.8.1.1.1	1.8.1.1.2	1.8.1.1.3	1.8.1.1.4	1.8.1.1.5	1.8.1.1.6	1.8.1.1.7	1.8.1.1.8	1.8.1.1.9
	1.8.2	1.8.2.1	1.8.2.1.1	1.8.2.1.2	1.8.2.1.3	1.8.2.1.4	1.8.2.1.5	1.8.2.1.6	1.8.2.1.7	1.8.2.1.8	1.8.2.1.9
HR Services Delivery	1.9.1	1.9.1.1	1.9.1.1.1	1.9.1.1.2	1.9.1.1.3	1.9.1.1.4	1.9.1.1.5	1.9.1.1.6	1.9.1.1.7	1.9.1.1.8	1.9.1.1.9
	1.9.2	1.9.2.1	1.9.2.1.1	1.9.2.1.2	1.9.2.1.3	1.9.2.1.4	1.9.2.1.5	1.9.2.1.6	1.9.2.1.7	1.9.2.1.8	1.9.2.1.9
HR Services Delivery	1.10.1	1.10.1.1	1.10.1.1.1	1.10.1.1.2	1.10.1.1.3	1.10.1.1.4	1.10.1.1.5	1.10.1.1.6	1.10.1.1.7	1.10.1.1.8	1.10.1.1.9
	1.10.2	1.10.2.1	1.10.2.1.1	1.10.2.1.2	1.10.2.1.3	1.10.2.1.4	1.10.2.1.5	1.10.2.1.6	1.10.2.1.7	1.10.2.1.8	1.10.2.1.9

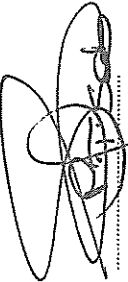
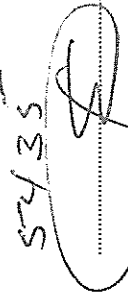
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CORE COMPETENCY REQUIREMENTS

MUNICIPAL MANAGER

FINANCIAL YEAR 2024/2025

Employee Name	Ivy Ngweni -Sikhulu	Authorised Supervisor: Name	Priscilla Tsileng Sobuthongo
Employee Job Title	Municipal Manager	Supervisor Job Title	Mayor
Employee Number	5435	Supervisor's Signature	
Employee Signature		Date	13/06/2024
Date	13/06/2024		

LEADING COMPETENCIES WITH 20 DRIVING COMPETENCIES THAT COMMUNICATE WHAT IS EXPECTED FOR EFFECTIVE PERFORMANCE IN LOCAL GOVERNMENT		
LEADING COMPETENCIES	DRIVING COMPETENCIES	WEIGHT 100%
Strategic Direction and Leadership	Impact and influence	20%
	Institutional performance Management	
	Strategic Planning and Management	
	Organisational Awareness	
People Management	Human Capital Planning and Development	10%
	Diversity Management	
	Employee Relations Management	
	Negotiation and Dispute Management	
Program and Project Management	Program and Project Planning and Implementation	10%
	Service Delivery Management	
	Program and Project Monitoring and Evaluation	
Financial Management	Budget Planning and Execution	10%
	Financial Strategy and Delivery	
	Financial Reporting and Monitoring	
Change Leadership	Change Vision and Strategy	10%
	Process Design and Improvement	
	Change Impact Monitoring and Evaluation	
Governance Leadership	Policy Formulation	20%
	Risk and Compliance Management	
	Cooperative Governance	
CORE COMPETENCIES (Drivers to ensure execution of Leading competencies are at optimal level)		
	Moral Competence	3%
	Planning and Organising	3%
	Analysis and Innovation	3%
	Knowledge and Information Management	4%
	Communication	4%
	Results and Quality Focus	3%
		20%

JSN



PERFORMANCE AGREEMENT: 2024/2025

Entered into by and between

NTABANKULU LOCAL MUNICIPALITY
The Employer)

Represented by I Sikhulu-Nqwena
Municipal Manager

Duly authorized in terms of section 57 (2) (c) of the Municipal System Act,
No. 32 of 2000

AND

Sindiswa Norah Ntlahla
(Director Corporate Services)

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INTRODUCTION

1. As provided in section 57(1) (a) of the Local Government Municipal Systems Act 32 of 2000, the council of Ntabankulu **Local Municipality** has entered into an employment contract with the Director Sindiswa Norah Ntlahla on permanent basis, commencing from **13 November 2023**.
2. Section 57 (1) (b) of the Local Government Municipal Systems Act read with the contract of employment concluded between the employer and employee and the Municipal performance Regulations for Municipal Managers and managers directly accountable to the municipal manager require that a performance contract be concluded between the parties as herein undertaken.
3. The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Municipal Manager reporting to the Honourable Mayor, to a set of actions, outputs and outcomes that will ensure the attainment of both the local government policy goals and the performance objectives of Ntabankulu Local Municipality as enshrined in the Integrated Development Plan.
4. This performance contract is entered into Sindiswa Norah Ntlahla Director Corporate Services and Ntabankulu Local municipality as represented by the Municipal Manager Ivy Sikhulu-Nqwena and is based on the adopted Integrated Development plan 2024/2025 to 2025/2027 as reviewed in 2024 and the 2024/2025 Service Delivery Budget Implementation Plan.

2. PURPOSE OF THE AGREEMENT



The purpose of this Agreement is to:

- 2.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance contract and Performance Plan as the basis for assessing the suitability of the Employee for continued employment and/or to
- 2.6 Assess whether the Employee has met the performance expectations applicable to his/her job;
- 2.7 Appropriately reward the Employee in accordance with the Employer's performance management framework in the event of outstanding performance; and
- 2.8 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved qualitative and quantitative service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature hereof this Agreement shall commence from the **01 July 2024** and shall remain in force until the **30 June 2025**, where-after a new Performance contract, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof within 1 month after the commencement of the new financial year.
- 3.2 This Agreement shall terminate in its entirety on the termination of the Employee's contract of employment for whatever reason subject to relevant legislative prescripts.

- 3.3 The contents of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon subject to both parties reaching an agreement.
- 3.4 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.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan included herein as **Annexure A**, which forms an integral part of this agreement enshrines the following (which are concluded by mutual consensus by parties based on key strategic documents of the Municipality):
- 4.2 The overall performance objectives and targets that must be met by the Employee including the performance indicators and weightings;
- 4.3 The time frames for the achievement of those performance objectives and targets;
- 4.4 The performance objectives shall in addition be viewed within the context and in lieu of the overall contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM.

- 5.1 Both parties agree to participate in the performance management system that the Employer has adopted or introduced for the Municipality, Management and Municipal Staff.
- 5.2 Both parties hereby covenant to consult each other and arrive at a mutual agreement about the specific performance standards to be included in the performance management system.
- 5.3 The Municipal Manager undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to The Municipal Manager responsibilities) within the local government framework.

- 5.4 The criterion upon which the performance of the employee is to be evaluated is contained in annexure E and is included herein as an addendum and forms an important part of this contract.
- 5.5 The Employee must be assessed her performance in terms of the performance indicators(inputs/outputs/outcomes) identified in the attached Performance Plan (Annexure A)and include:
- 5.5.1 The Key Performance Areas and the Leading and Core Competencies, with a weighting of 80 and 20 respectively are listed herewith as agreed between the employer and employee.
- 5.5.2 The Key Performance Areas will constitute 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (100% of Total)	Weight %
Municipal Institutional Development and Organizational Transformation	60%
Basic Service Delivery	5%
Local Economic Development	10%
Municipal Financial Viability and Management	5%
Good Governance & Public Participation	20%
Total	100%

- 5.5.3 The table below indicated six leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.
- 5.5.4 The competency framework further involves six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level

LEADING COMPETENCIES		Weight %
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional performance Management • Strategic Planning and Management 	30%

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	<ul style="list-style-type: none"> • Organisational Awareness 	
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10%
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	10%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	10%
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	10%
CORE COMPETENCIES		Weight %
Moral Competence		4%
Planning and Organizing		3%
Analysis and Innovation		4%
Knowledge and Information Management		3%

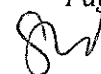
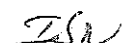
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Communication	2%
Results and Quality Focus	4%
Total	20%

6. EVALUATING PERFORMANCE

- 6.1. "Annexure E" to this Agreement sets out the standards and procedures for evaluating the employee's performance, intervals for the evaluation of employee's performance and recognition of outstanding performance (awarding of a performance bonus)
- 6.2. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (contained herein as **Annexure B**) as well as the actions agreed to and implementation must take place within set time frames.
- 6.3. The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.
- 6.4. The annual performance appraisal must involve—
- 6.4.1. An assessment of the achievement of results as outlined in the performance plan;
 - 6.4.2. An assessment of each Key Performance Area 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;
 - 6.4.3. A rating on the five-point scale for each Key Performance Area; and
 - 6.4.4. The use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.
- 6.5. The core competencies must be assessed—
- 6.5.1. According to the extent to which the specified standards have been met;
 - 6.5.2. With an indicative rating on the five-point scale for each Criteria; and
 - 6.5.3. By using the applicable assessment rating calculator to add the scores and calculating a final score.
- 6.6. An overall rating is calculated by using the applicable assessment rating calculator, which represents the outcome of the performance appraisal.

6.7. Employee performance will be based on the following rating scale for both Key Performance Indicators and core competencies

6.8. The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27(4)(d), (e) and (f) of the Regulations.

Level	Terminology	Description
5(150%above)	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(130-149%)	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(100%)	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(81%-99%)	Performance 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(80% and below)	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

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Level	Terminology	Description
		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. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or her performance agreement must be reviewed during–

Interval	Period	Evaluation deadline
First quarter	July to September	Before end October
Mid term	October to December	Before end January
Third quarter	January to March	Before end April
Annual	July-June	2 months after the issuing of the Audit Report

8.1 The reviews in the first and third quarter may be verbal if performance is satisfactory.

8.2 The reviews in the second and annual performance must be formal and the employer must keep a record of these reviews and feedback must be based on the Employer's assessment of the Employee's performance.

8.3 The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee is consulted before any such change is made.

8.4 The work performance and performance review will not be confined and limited to the performance plan; any incidental work outside the performance plan shall be performed and evaluated accordingly.

9. DEVELOPMENTAL REQUIREMENTS

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9.1 The Personal Development Plan (PDP) is attached herein as annexure B and forms an integral part of this agreement for addressing developmental gaps

9.2 Both parties hereby agree to uphold the filling of gaps identified in the PDP

10. OBLIGATIONS OF THE EMPLOYER

The Employer shall –

10.1 Create an enabling environment to facilitate effective performance by the employee;

10.2 Provide access to skills development and capacity building opportunities;

10.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.4 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

10.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/ her to meet the performance objectives and targets established in terms of this agreement.

11. EMPLOYEE OBLIGATIONS

11.1 The employee is obliged to perform her functions to the best of her abilities and shall as far as is practically possible endeavour to meet the standards of performance as set out in this agreement.

11.2 The employee shall act in the good faith and in the best interest of the Municipality at all times

11.3 The employee shall be responsible for the completion or execution of the specific programs identified in her service delivery and budget implementation plans or KPA's within the timeframes agreed upon.

11.4 The employee shall co-operate with the employer in conducting the performance review.

12. EMPLOYER RIGHTS

The employer shall be entitled to:

12.1 Expect the employee to perform as agreed;

12.2 Alter the employee's responsibilities from time to time depending on the operational requirements of the organisation e.g. assign him/her to perform

a special project not envisaged in his/her job description or service delivery and budget implementation plan.

- 12.3 Such circumstances as contemplated above shall be taken into account when the employee's performance is evaluated.
- 12.4 Take such corrective action or impose such disciplinary action or award such incentives as per policy.

13. EMPLOYEE RIGHTS

- 13.1 The employee shall be entitled to such co-operation and support as is reasonably required for him/her to perform his/her duties to the standard required of him/her.
- 13.2 In particular where a Personal Development Plan has identified a need for capacity building or training or other forms of support, the employee shall be entitled to receive same, bearing in mind relevant budgetary and other constraints which may not though be unreasonably withheld.
- 13.3 The employee shall be entitled to such corrective action remedies and/or incentives as are applicable depending on the outcome of his/her performance reviews.

14 MANAGEMENT OF EVALUATION OUTCOMES

14.1 The following table will be used to determine the payment of performance bonus to performance contract employees:

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
101% to 129%	No reward
81% -100%	No reward
(80% and below)	Compulsory Performance Counseling

RANGE	SCORE	% Bonus
150 AND ABOVE	164 and above	14
	163	13.705
	162	13.42
	161	13.135
	160	12.85
	159	12.565
	158	12.28
	157	11.995
	156	11.71
	155	11.425

RANGE	SCORE	% Bonus
Between 130 and 149	149	9
	148	8.6
	147	8.4
	146	8.2
	145	8
	144	7.8
	143	7.6
	142	7.4
	141	7.2
	140	7

	154	11.14
	153	10.855
	152	10.57
	151	10.285
	150	10

	139	6.8
	138	6.6
	137	6.4
	136	6.2
	135	6
	134	5.8
	133	5.6
	132	5.4
	131	5.2
	130	5

- 14.1 In the case of unacceptable performance, the Employer–
- 14.2 must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 14.3 May, after appropriate performance counseling and having provided the necessary guidance and support as well as reasonable time for improvement in performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

15. REWARD FOR PERFORMANCE

- 15.1 The annual increase will be determined by Council based on the affordability and the stipulations of the Contract of Employment and does not in any way form part of a reward for performance.
- 15.2 The payment of the reward shall be based on the period under review and results of the performance score as stipulated in annexure A and include the following:
- 15.2.1 The performance score obtained on marks by using the performance plan;
- 15.2.2 Where the external factors have a negative influence on the result of the performance, the Municipality may at its discretion decide to grant a reward.
- 15.2.3 The reward if granted, will be paid annually only after adoption by Council of the Annual Report for that financial year and after finalization of the appraisal;
- 15.2.4 The final outcome of the performance appraisal will determine the reward;
- 15.3 The rating scale shall be used for rating including the actual targets set and contained in annexure A.
- 15.4 The following formula shall be used to allocate the performance bonus after the total score has been calculated:

15.4.1. CALCULATING THE KPA PERFORMANCE

- (a) Allocate score per target per KPA

- (b) Multiply each score with weight per target and per KPA
- (c) Add all scores per KPA and get one actual score per KPA
- (d) Add all Actual Score per KPA and get the Overall Score
- (e) Multiply Overall score with 33,3, get a performance Score
- (f) Convert the Performance Score into a percentage by multiply by 80% and you get the percentage

NB: SAME PRINCIPLE TO THE CCR'S

16. CONSULTATION

- 16.1. Both parties to this agreement agree to consult each other in the event either party wishes to exercise a duty or function in terms of this agreement.
- 16.2. **The employer** agrees to inform the **employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 16.1, as soon as is practicable to enable the employee to take any necessary action without delay.

17. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

- 17.1 Where the employer is at any time during the employee's employment not satisfied with her performance with respect to any matter dealt with in this Agreement, the employer will give notice to the employee to attend a meeting with the Performance Evaluation Committee.
- 17.2 The employee shall have the opportunity at the meeting to satisfy the employer and the panel of the measures being taken to ensure that the employee's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 17.3 Where there is a dispute or difference as to the performance of the employee under this agreement, the parties will confer with a view to resolving the dispute or difference.
- 17.4 If at any stage thereafter the employer holds the view that the performance of the employee is not satisfactory, the employer will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the employee to terminate her employment in accordance with the notice period set out in the employee's contract of employment.
- 17.5 Nothing contained in this Agreement in any way limits the right of the employer to terminate the employee's contract of employment with notice for any other breach by the employee of her obligations to the employer or for any other valid reason in law.

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18. DISPUTES

- 18.1 *In the event that the employee is dissatisfied with any decision or action of the employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the employee has achieved the performance objectives and targets established in terms of this Agreement, the employee may meet with the Performance Evaluation Committee with a view to resolving the issue. At the employee's request the evaluating panel will record the outcome of the meeting in writing.*
- 18.2 *In the event that the employee remains dissatisfied with the outcome of that meeting, he/she may raise the issue in writing with the employer (municipal council) by requesting that the issue be placed on the agenda of an appropriate meeting of Council. The Council will determine a process for resolving the issue, which will involve at least providing the employee with an opportunity to state his/ her case orally or in writing. At the employee's request the Council will record its decision on the issue in writing. The decision of the Council on the issue will be made within 2 (two) weeks of the issue being raised, or as soon thereafter as possible, and will be final.*
- 18.3 *The parties hereby agree that "final" shall not limit a dissatisfied party to invoke any provisions in his/her disposal within labour and any other relevant laws.*

19. GENERAL

- 19.1 *The contents of the Agreement and the outcome of any review conducted, will not be confidential, and may be made available to the public by the employer, where appropriate.*
- 19.2 *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.*

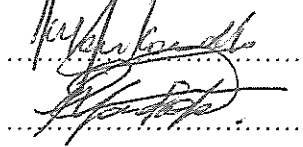


20. ATTESTATION

The parties hereby agree having read, understood and received a copy of this agreement which contents are hereby accepted in all entirety.


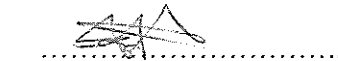
Thus done and signed at Ntabankulu on this 13th of JUNE 2024

AS WITNESSES:


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.....


.....
Ivy Sikhulu-Nqwena
Municipal Manager

AS WITNESSES:


.....

.....


.....
Sindiswa Norah Ntshahla
Director Corporate Services



PERFORMANCE PLAN

DIRECTORATE: CORPOARATE SERVICES

FINANCIAL YEAR:

Employee Name

SINDISWA NORAH NTLAHLA

Authorised Supervisor: Name

IVY SIKHULU-NQWENA

Employee Job Title

DIRECTOR CORPORATE SERVICES

Supervisor Job Title

MUNICIPAL MANAGER

Employee Number

5440

Supervisor's Employee Number

5435

Employee Signature

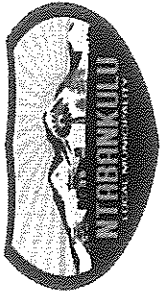
Supervisor's Signature

Date

13/06/2024

Date

13/JUNE/2024



CORE COMPETENCY REQUIREMENTS

DIRECTORATE:CORPORATE SERVICES FINANCIAL YEAR: 2024/2025

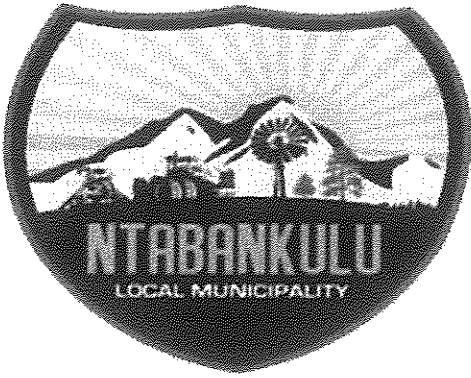
Employee Name: SINDISWA NORAH NTLAHLA Authorized Supervisor: Name: IVY SIKHULU-NQWENA
Employee Job Title: DIRECTOR CORPORATE SERVICES Supervisor Job Title: MUNICIPAL MANAGER

Employee Number: 5440 Supervisor's Employee Number: 5435

Employee Signature:  Supervisor's Signature: 
Date: 13/06/2024 Date: 13 June 2024

LEADING COMPETENCIES WITH 20 DRIVING COMPETENCIES THAT COMMUNICATE WHAT IS EXPECTED FOR EFFECTIVE PERFORMANCE IN LOCAL GOVERNMENT		
LEADING COMPETENCIES	DRIVING COMPETENCIES	WEIGHT: 100%
Strategic Direction and Leadership	Impact and Influence	30%
	Institutional performance Management	
	Strategic Planning and Management	
	Organisational Awareness	
	Human Capital Planning and Development	
People Management	Diversity Management	10%
	Employee Relations Management	
	Negotiation and Dispute Management	
	Program and Project Planning and Implementation	
Program and Project Management	Service Delivery Management	10%
	Program and Project Monitoring and Evaluation	
Financial Management	Budget Planning and Execution	10%
	Financial Strategy and Delivery	
	Financial Reporting and Monitoring	
Change Leadership	Change Vision and Strategy	10%
	Process Design and Improvement	
	Change Impact Monitoring and Evaluation	
Governance Leadership	Policy Formulation	10%
	Risk and Compliance Management	
Cooperative Governance		
CORE COMPETENCIES (Drivers to ensure execution of Leading competencies are at optimal level)		
	Moral Competence	3%
	Planning and Organising	4%
	Analysis and Innovation	3%
	Knowledge and Information Management	4%
	Communication	3%
	Results and Quality Focus	3%
TOTAL		20%

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**NTABANKULU LOCAL
MUNICIPALITY**

Tel: (039) 258 0056

Fax: (039) 258 0173

Email: info@ntankulu.gov.za

Web: www.ntabankulu.gov.za

ERF 85, Main Street, Ntabankulu, 5130

**DECLARATION FORM AS PART OF SECTION 57 OF THE LOCAL GOVERNMENT: MUNICIPAL
SYSTEMS ACT 32 OF 2000,**

**READ WITH DELEGATION FRAMEWORK AS ADOPTED BY COUNCIL: RESOLUTION NUMBER
SCM/2/20/005.2.1**

**I Sindiswa Norah Ntlahla ID Number 710613 0757 089 in my capacity as Director Corporate
Services declare as follows: that**

1. I understand that in line with Section 57 (2) (a) (ii) of the Local Government: Municipal Systems Act 32 of 200, that the performance agreement referred to in section (1) (b) must be concluded annually, thereafter within one month after the beginning of each financial year. (c) In case of a manager directly accountable to the municipal manager, be entered into with the municipal manager.
2. I understand that in line with Section 57 (4) of the Local Government: Municipal Systems Act 32 of 2000 the performance agreement referred to in subsection (1) (b) **must include- performance objectives and targets that must be met, and the time frames within which those performance objectives and targets must be met** (b) the consequences of substandard performance.
3. That the Local Government: Municipal Systems Act 32 of 2000 states unequivocally that the Accounting Officer is ultimately accountable for all Key Performance Areas of the municipality, and that "No Accounting Officer of the municipality can personally undertake all the tasks of the municipality alone, hence the Adoption of the Delegation Framework by Council: Resolution Number **SCM/2/20/005.2.1. I therefore understand that the Performance Agreement signed between myself and Accounting Officer is equivalent to Delegation of Authority for my Directorate, read with Delegation Framework.**
4. Failure to perform any of the Responsibilities assigned to me, or failure to prevent, mitigate and avoid any risks associated with Key Performance Areas of my Directorate may lead to Disciplinary actions against myself as an official entrusted with that delegated authority.

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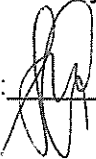
5. I understand that in line with Section 77 and Section 78 of the Local Government: Municipal Finance Management Act 56 of 2003:
- (a) As a Senior Manager I must assist the Accounting Officer in managing and coordinating the financial administration of my Directorate.
 - (b) As a Senior Manager I must take all reasonable steps within my Directorate to ensure that (i) the financial and other resources of the municipality are utilized effectively, efficiently, economically and transparently
 - (c) As a Senior Manager I must ensure that any unauthorized, irregular or fruitless and wasteful expenditure and any other losses are prevented
 - (d) All information required by the Accounting Officer for compliance with the provisions of this Act is timeously submitted to the Accounting Officer.
6. I understand that the Public Audit Act 25 of 2004 as amended gives the Auditor General the following powers:
- "The Auditor General may as prescribed refer any suspected material irregularity identified during an audit performed under this Act to a relevant public for investigation, and the relevant public body must keep the Auditor General informed of the progress and the final outcome of the investigation.
 - Taking remedial action- (1) The Auditor General must, within a reasonable time after issuing of an audit report in terms of section 20, follow up whether the accounting officer or accounting authority has implemented the recommendations contained in the audit report relating to any material irregularity, within the timeframe stipulated in the audit report."
- 6.1 As A Senior Manager I therefore undertake to develop standard operating procedures of the Directorate that will assist the Accounting Officer to identify, prevent, avoid and mitigate any material irregularities or non-compliance with or contravention of the law that could result in material loss, the misuse of municipal resources.
- 6.2 I therefore declare and allow that an investigation may be conducted in case there is any suspected material irregularity in my area of responsibility and that I will co-operate with all the processes of investigation and any disciplinary processes that may be undertaken.
7. I hereby therefore declare that I will perform all functions delegated to me as a **Director Corporate Services** in line with Employment Contract, Performance Agreement signed for 2024/2025 Financial Year, Delegation Framework adopted by Council and all functions referred to in Section 78 of the Local Government: Municipal Finance Management Act 56 of 2003 any other applicable legislation and or functions assigned to me by the Accounting Officer within the time lines as agreed upon.

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8. I hereby therefore declare and understand that failure to comply with the above, applicable legislative requirements and meeting the targets as set in the Signed Performance Agreement may lead to Disciplinary Actions against myself as an entrusted with delivery of services within my Directorate.

The declaration is therefore signed between Myself **Sindiswa Norah Ntshahla** as **Director Corporate Services** and **Ivy Sikhulu-Nqwena** as **Accounting Officer** as part of 2024/2025 Performance Agreement.

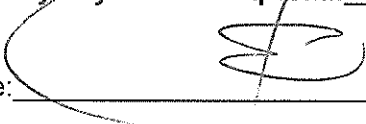
Signature:  _____

Date: 13/06/2024


Witness 1: P. NOMBURA Sign: 


Witness 2: R. MOLEKO Sign: 

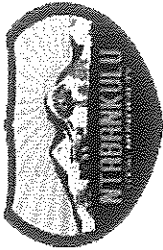
Accepted by: **Ivy Sikhulu-Nqwena**: _____

Signature:  _____

Date: 13/06/2024

Witness 1: S. LUYELA Sign: 

Witness 2: Z. KHALALA Sign: 



PERSONAL DEVELOPMENT PLAN:

NAME & SURNAME: SINDISWA NORAH NTLAHLA

This plan must be completed and reviewed during the planning phase of Employee Performance Management Cycle (July). The purpose is to provide opportunity for the Employee and the immediate supervisor to identify incumbent's strength, skills and competency gap. To complete this plan you need to know and understand your Department objectives, your customer's (internal and external), requirements and your key performance Indicators. The information provided should be considered in relation to the critical nature of the current position and your future career goals.

PERSONAL DEVELOPMENT PLAN 2024/2025 FINANCIAL YEAR

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KPA CONFIRMATION	COMPETENCY IDENTIFICATION	DEVELOPMENT ACTION PLAN		TIME FRAMES	
		Proposed Solutions (short term)	Proposed Solutions (Long term)	Start	End
Key Performance areas/outputs	Competencies/Skills required to achieve KPA's performance outputs				
Institutional Development and Organizational Transformation	Certificate in Human Resource Management	Certificate	12 months	Jan 2025	December 2025
Good Governance	Para Legal certificate	Certificate	1 month	Jan 2025	July 2025

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 Signature (incumbent)

.....
 13/06/2024
 Date

.....
 Signature (Supervisor)

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 Date

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 Signature (Supervisor)

.....
 13/06/2024
 Date

.....
 Signature (Supervisor)

.....
 Date



PERFORMANCE AGREEMENT: 2024-2025

Entered into by and between

NTABANKULU LOCAL MUNICIPALITY
(The Employer)

Represented by: Ivy Sikhulu-Nqwena

Duly authorized in terms of section 57 (2) (b) of the Municipal System Act, No. 32 of 2000

AND

Mandisile Pierre Vakalisa
(The Employee)

INTRODUCTION

1. As provided in section 57(1) (a) of the Local Government Municipal Systems Act 32 of 2000, the council of **Ntabankulu Local Municipality** has entered into an employment contract with the **Director: Development Planning** on a non-fixed permanent employment until reaching the age of 65.

2. Section 57 (1) (b) of the Local Government Municipal Systems Act read with the contract of employment concluded between the employer and employee and the Municipal performance Regulations for Municipal Managers and managers directly accountable to the municipal manager require that a performance contract be concluded between the parties as herein undertaken.

3. The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Municipal Manager reporting to the Honourable Mayor, to a set of actions, outputs and outcomes that will ensure the attainment of both the local government policy goals and the performance objectives of Ntabankulu Local Municipality as enshrined in the Integrated Development Plan.

4. This performance contract is entered into between: Mandisile Pierre Vakalisa, the Director Development Planning and Ntabankulu Local municipality as represented by the Municipal Manager, I. Sikhulu-Nqwena and is based on the adopted Integrated Development plan 2024-2025 to 2027/2028 as developed in 2024 and the 2024-2025 Service Delivery Budget Implementation Plan.

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to:

- 2.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;*
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;*
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);*
- 2.4 Monitor and measure performance against set targeted outputs;*
- 2.5 Use the Performance contract and Performance Plan as the basis for assessing the suitability of the Employee for continued employment and/or to*
- 2.6 Assess whether the Employee has met the performance expectations applicable to his/her job;*
- 2.7 Appropriately reward the Employee in accordance with the Employer's performance management framework in the event of outstanding performance; and*
- 2.8 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved qualitative and quantitative service delivery.*

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature hereof this Agreement shall commence from the 01 July 2024 and shall remain in force until the 30th June 2025, whereafter a new Performance contract, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof within 1 month after the commencement of the new financial year.*
- 3.2 This Agreement shall terminate in its entirety on the termination of the Employee's contract of employment for whatever reason subject to relevant legislative prescripts.*
- 3.3 The contents of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon subject to both parties reaching an agreement.*
- 3.4 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.*

4. PERFORMANCE OBJECTIVES

- 4.1 *The Performance Plan included herein as Annexure A, which forms an integral part of this agreement enshrines the following (which are concluded by mutual consensus by parties based on key strategic documents of the Municipality):*
- 4.2 *The overall performance objectives and targets that must be met by the Employee including the performance indicators and weightings;*
- 4.3 *The time frames for the achievement of those performance objectives and targets;*
- 4.4 *The performance objectives shall in addition be viewed within the context and in lieu of the overall contributions to the goals and strategies set out in the Employer's Integrated Development Plan.*

5. PERFORMANCE MANAGEMENT SYSTEM.

- 5.1 *Both parties agree to participate in the performance management system that the Employer has adopted or introduced for the Municipality, Management and Municipal Staff.*
- 5.2 *Both parties hereby covenant to consult each other and arrive at a mutual agreement about the specific performance standards to be included in the performance management system.*
- 5.3 *The Municipal Manager undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to The Municipal Manager responsibilities) within the local government framework.*
- 5.4 *The criterion upon which the performance of the employee is to be evaluated is contained in annexure E and is included herein as an addendum and forms an important part of this contract.*
- 5.5 *The Employee must be assessed her performance in terms of the performance indicators(inputs/outputs/outcomes) identified in the attached Performance Plan (Annexure A)and include:*
 - 5.5.1 *The Key Performance Areas and the Leading and Core Competencies, with a weighting of 80 and 20 respectively are listed herewith as agreed between the employer and employee.*
 - 5.5.2 *The Key Performance Areas will constitute 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory*

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and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (100% of Total)	Weight %
Municipal Institutional Development and organizational Transformation	10%
Basic Service Delivery	10%
Local Economic Development	40%
Municipal Financial Viability and Management	10%
Good Governance & Public Participation	10%
Total	80%

5.5.3 The table below indicated six leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government

5.5.4 The competency framework further involves six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level

LEADING COMPETENCIES		Weight %
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional performance Management • Strategic Planning and Management • Organisational Awareness 	25%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10%
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	15%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement 	10%

	<ul style="list-style-type: none"> • <i>Change Impact Monitoring and Evaluation</i> 	
<i>Governance Leadership</i>	<ul style="list-style-type: none"> • <i>Policy Formulation</i> • <i>Risk and Compliance Management</i> • <i>Cooperative Governance</i> 	10%
CORE COMPETENCIES		Weight %
<i>Moral Competence</i>		4%
<i>Planning and Organising</i>		3%
<i>Analysis and Innovation</i>		4%
<i>Knowledge and Information Management</i>		3%
<i>Communication</i>		3%
<i>Results and Quality Focus</i>		3%
Total		20%

6. EVALUATING PERFORMANCE

- 6.1. "Annexure E" to this Agreement sets out the standards and procedures for evaluating the employee's performance, intervals for the evaluation of employee's performance and recognition of outstanding performance (awarding of a performance bonus)
- 6.2. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (contained herein as **Annexure B**) as well as the actions agreed to and implementation must take place within set time frames.
- 6.3. The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.
- 6.4. The annual performance appraisal must involve–
- 6.4.1. An assessment of the achievement of results as outlined in the performance plan;
 - 6.4.2. An assessment of each Key Performance Area 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;
 - 6.4.3. A rating on the five-point scale for each Key Performance Area; and
 - 6.4.4. The use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.
- 6.5. The core competencies must be assessed–

- 6.5.1. According to the extent to which the specified standards have been met;
- 6.5.2. With an indicative rating on the five-point scale for each Criteria; and
- 6.5.3. By using the applicable assessment rating calculator to add the scores and calculating a final score.

- 6.6. An overall rating is calculated by using the applicable assessment rating calculator, which represents the outcome of the performance appraisal.
- 6.7. Employee performance will be based on the following rating scale for both Key Performance Indicators and core competencies
- 6.8. The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27(4)(d), (e) and (f) of the Regulations.

Level	Terminology	Description
5(150%above)	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(130-149%)	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(100%)	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(81%-99%)	Performance 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.

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Level	Terminology	Description
1(80% and below)	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. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or her performance agreement must be reviewed during–

Interval	Period	Evaluation deadline
First quarter	July to September	Before end October
Mid term	October to December	Before end January
Third quarter	January to March	Before end April
Annual	July-June	2 months after the issuing of the Audit Report

8.1 The reviews in the first and third quarter may be verbal if performance is satisfactory.

8.2 The reviews in the second and annual performance must be formal and the employer must keep a record of these reviews and feedback must be based on the Employer's assessment of the Employee's performance.

8.3 The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee is consulted before any such change is made.

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8.4 *The work performance and performance review will not be confined and limited to the performance plan; any incidental work outside the performance plan shall be performed and evaluated accordingly.*

9. DEVELOPMENTAL REQUIREMENTS

9.1 *The Personal Development Plan (PDP) is attached herein as annexure B and forms an integral part of this agreement for addressing developmental gaps*

9.2 *Both parties hereby agree to uphold the filling of gaps identified in the PDP*

10. OBLIGATIONS OF THE EMPLOYER

The Employer shall –

- 10.1 *Create an enabling environment to facilitate effective performance by the employee;*
- 10.2 *Provide access to skills development and capacity building opportunities;*
- 10.3 *Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;*
- 10.4 *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*
- 10.5 *Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/ her to meet the performance objectives and targets established in terms of this agreement.*

11. EMPLOYEE OBLIGATIONS

11.1 *The employee is obliged to perform her functions to the best of her abilities and shall as far as is practically possible endeavour to meet the standards of performance as set out in this agreement.*

11.2 *The employee shall act in the good faith and in the best interest of the Municipality at all times*

11.3 The employee shall be responsible for the completion or execution of the specific programs identified in her service delivery and budget implementation plans or KPA's within the timeframes agreed upon.

11.4 The employee shall co-operate with the employer in conducting the performance review.

12. EMPLOYER RIGHTS

The employer shall be entitled to:

- 12.1 Expect the employee to perform as agreed;
- 12.2 Alter the employee's responsibilities from time to time depending on the operational requirements of the organisation e.g. assign him/her to perform a special project not envisaged in his/her job description or service delivery and budget implementation plan.
- 12.3 Such circumstances as contemplated above shall be taken into account when the employee's performance is evaluated.
- 12.4 Take such corrective action or impose such disciplinary action or award such incentives as per policy.

13. EMPLOYEE RIGHTS

- 13.1 The employee shall be entitled to such co-operation and support as is reasonably required for him/her to perform his/her duties to the standard required of him/her.
- 13.2 In particular where a Personal Development Plan has identified a need for capacity building or training or other forms of support, the employee shall be entitled to receive same, bearing in mind relevant budgetary and other constraints which may not though be unreasonably withheld.
- 13.3 The employee shall be entitled to such corrective action remedies and/or incentives as are applicable depending on the outcome of his/her performance reviews.

14 MANAGEMENT OF EVALUATION OUTCOMES

14.1 The following table will be used to determine the payment of performance bonus to performance contract employees:

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
101% to 129%	No reward
81% -100%	No reward
(80% and below)	Compulsory Performance Counseling

RANGE	SCORE	% Bonus
150 AND ABOVE	164 and above	14
	163	13.705
	162	13.42
	161	13.135
	160	12.85
	159	12.565
	158	12.28
	157	11.995
	156	11.71
	155	11.425
	154	11.14
	153	10.855
	152	10.57
	151	10.285
	150	10

RANGE	SCORE	% Bonus
Between 130 and 149	149	9
	148	8.6
	147	8.4
	146	8.2
	145	8
	144	7.8
	143	7.6
	142	7.4
	141	7.2
	140	7
	139	6.8
	138	6.6
	137	6.4
	136	6.2
	135	6
	134	5.8
	133	5.6
	132	5.4
	131	5.2
	130	5

- 14.1 *In the case of unacceptable performance, the Employer–*
- 14.2 *must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and*
- 14.3 *May, after appropriate performance counseling and having provided the necessary guidance and support as well as reasonable time for improvement in*

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performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

15. REWARD FOR PERFORMANCE

15.1 The annual increase will be determined by Council based on the affordability and the stipulations of the Contract of Employment and does not in any way form part of a reward for performance.

15.2 The payment of the reward shall be based on the period under review and results of the performance score as stipulated in annexure A and include the following:

15.2.1 The performance score obtained on marks by using the performance plan;

15.2.2 Where the external factors have a negative influence on the result of the performance, the Municipality may at its discretion decide to grant a reward.

15.2.3 The reward if granted, will be paid annually only after adoption by Council of the Annual Report for that financial year and after finalization of the appraisal;

15.2.4 The final outcome of the performance appraisal will determine the reward;

15.3 The rating scale shall be used for rating including the actual targets set and contained in annexure A.

15.4 The following formula shall be used to allocate the performance bonus after the total score has been calculated:

15.4.1. CALCULATING THE KPA PERFORMANCE

(a) Allocate score per target per KPA

(b) Multiply each score with weight per target and per KPA

(c) Add all scores per KPA and get one actual score per KPA

(d) Add all Actual Score per KPA and get the Overall Score

(e) Multiply Overall score with 33,3, get a performance Score

(f) Convert the Performance Score into a percentage by multiply by 80% and you get the percentage

NB: SAME PRINCIPLE TO THE CCR'S

16. CONSULTATION

16.1. Both parties to this agreement agree to consult each other in the event either party wishes to exercise a duty or function in terms of this agreement.

16.2. *The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 16.1, as soon as is practicable to enable the employee to take any necessary action without delay.*

17. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

17.1 *Where the employer is at any time during the employee's employment not satisfied with her performance with respect to any matter dealt with in this Agreement, the employer will give notice to the employee to attend a meeting with the Performance Evaluation Committee.*

17.2 *The employee shall have the opportunity at the meeting to satisfy the employer and the panel of the measures being taken to ensure that the employee's performance becomes satisfactory and any programme, including any dates, for implementing these measures.*

17.3 *Where there is a dispute or difference as to the performance of the employee under this agreement, the parties will confer with a view to resolving the dispute or difference.*

17.4 *If at any stage thereafter the employer holds the view that the performance of the employee is not satisfactory, the employer will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the employee to terminate her employment in accordance with the notice period set out in the employee's contract of employment.*

17.5 *Nothing contained in this Agreement in any way limits the right of the employer to terminate the employee's contract of employment with notice for any other breach by the employee of her obligations to the employer or for any other valid reason in law.*

18. DISPUTES

- 18.1 *In the event that the employee is dissatisfied with any decision or action of the employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the employee has achieved the performance objectives and targets established in terms of this Agreement, the employee may meet with the Performance Evaluation Committee with a view to resolving the issue. At the employee's request the evaluating panel will record the outcome of the meeting in writing.*
- 18.2 *In the event that the employee remains dissatisfied with the outcome of that meeting, he/she may raise the issue in writing with the employer (municipal council) by requesting that the issue be placed on the agenda of an appropriate meeting of Council. The Council will determine a process for resolving the issue, which will involve at least providing the employee with an opportunity to state his/ her case orally or in writing. At the employee's request the Council will record its decision on the issue in writing. The decision of the Council on the issue will be made within 2 (two) weeks of the issue being raised, or as soon thereafter as possible, and will be final.*
- 18.3 *The parties hereby agree that "final" shall not limit a dissatisfied party to invoke any provisions in his/her disposal within labour and any other relevant laws.*

19. GENERAL

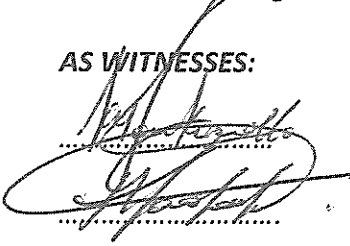
- 19.1 *The contents of the Agreement and the outcome of any review conducted, will not be confidential, and may be made available to the public by the employer, where appropriate.*
- 19.2 *Nothing in this Agreement diminishes the obligations, duties or accountabilities of the employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.*

20. ATTESTATION

The parties hereby agree having read, understood and received a copy of this agreement which contents are hereby accepted in all entiretyies.

Thus done and signed at Ntabankulu on this 13th of JUNE 2024

AS WITNESSES:

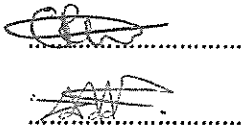


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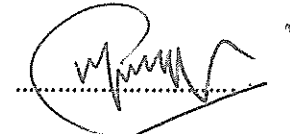


.....
I. Sikhulu-Nqwena
Municipal Manager

AS WITNESSES:



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DIRECTOR



PERFORMANCE PLAN

DIRECTORATE: DEVELOPMENT PLANNING FINANCIAL YEAR 2024/2025

Employee Name	Mandisile P. Vakalisa	Authorised Supervisor: Name	Ivy Sikhulu-Nqwena
Employee Job Title	Director Development Planning	Supervisor Job Title	Municipal Manager
Employee Number	5439	Supervisor's Employee Number	5435
Employee Signature		Supervisor's Signature	
Date	13/06/2024	Date	13/June/2024

Basic Service Delivery	Poverty Alleviation	BSD 10	BSD 11	BSD 12	BSD 13	SDG 11: Sustainable Cities and Communities	SDG 13: Climate Action	SDG 15: Life on Land	SDG 17: Partnerships for Development	SDG 11: Sustainable Cities and Communities	SDG 13: Climate Action	SDG 15: Life on Land	SDG 17: Partnerships for Development
To provide access to core basic services and reduce poverty in the approved indigent households by June 2027	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies
To create a conducive environment between stakeholders and citizens to ensure accountability, transparency and improved public services by June 2027	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies
To guide and regulate social planning and land development by June 2027	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies	1. Review and implement indigent register in line with the indigent and non-indigent policies

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Strategic Area	Project/Initiative	Key Objectives	Current Status	Next Steps	Timeline	Responsible Parties	Reporting Mechanism	Frequency		
Basic Services Delivery	Building Control	To improve the quality and aesthetic look of municipal area by June 2027	BBD 14	To enforce compliance of National Building Act and Municipal Bylaws	100% Building plans processed	Process 100% of submitted building plans within 30 days of submission for building plans below 500m2 and within 60 days for building plans above 500m2	Process 100% of submitted building plans within 30 days of submission for building plans below 500m2 and within 60 days for building plans above 500m2	Application forms, approval letters, advice letters, approval letters, submission register	Monthly and Quarterly Reports	
			BBD 15	To improve library levels and aesthetic look of municipal area by June 2027	Two pre school constructed with one pre school leased	Site hand over to contractor. Construction of window and door. Construction of window and door.	1. Completion of construction of Pre school. 2. Closeout report.	1. Practical completion certificate. 2. Closeout report.	Monthly and Quarterly Reports	
			BBD 16	To improve library levels and aesthetic look of municipal area by June 2027	Facilitate compliance by business to businesses	Regulated Trading environment	Site hand over to contractor. Consultations with one and one trading regulations.	1. Completion of construction of Pre school. 2. Closeout report.	1. Practical completion certificate. 2. Closeout report.	Monthly and Quarterly Reports
			BBD 17	To improve library levels and aesthetic look of municipal area by June 2027	Facilitate compliance by business to businesses	Regulated Trading environment	Site hand over to contractor. Consultations with one and one trading regulations.	1. Completion of construction of Pre school. 2. Closeout report.	1. Practical completion certificate. 2. Closeout report.	Monthly and Quarterly Reports
Financial Viability	Revenue Management and Enhancement	To increase revenue collection to R120 000 000 by June 2027		Address to municipal revenue for effective revenue generated	R200 000 000 of revenue collected	Revenue generation at R200 000 000	Quarterly revenue generated and system generated ledger	Quarterly Reports		
				Address to municipal revenue for effective revenue generated	R200 000 000 of revenue collected	Revenue generation at R200 000 000	Quarterly revenue generated and system generated ledger	Quarterly Reports		

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CORE COMPETENCY REQUIREMENTS

DIRECTORATE: DEVELOPMENT PLANNING

FINANCIAL YEAR 2024/2025

Employee Name
Employee Job Title
Employee Number
Employee Signature
Date

Mandisile P. Vakalisa

Director Development Planning

5439

[Signature]
13/06/2024

Authorised Supervisor: Name
Supervisor Job Title
Supervisor's Employee Number
Supervisor's Signature
Date

Ivy Sikhuli-Nqwena

Municipal Manager

5435

[Signature]
13/06/2024

LEADING COMPETENCIES WITH 20 DRIVING COMPETENCIES THAT COMMUNICATE WHAT IS EXPECTED FOR EFFECTIVE PERFORMANCE IN LOCAL GOVERNMENT		
LEADING COMPETENCIES	DRIVING COMPETENCIES	WEIGHT 100%
Strategic Direction and Leadership	Impact and influence	25%
	Institutional performance Management	
	Strategic Planning and Management	
	Organisational Awareness	
People Management	Human Capital Planning and Development	10%
	Diversity Management	
	Employee Relations Management	
	Negotiation and Dispute Management	
Program and Project Management	Program and Project Planning and Implementation	15%
	Service Delivery Management	
	Program and Project Monitoring and Evaluation	
	Budget Planning and Execution	
Financial Management	Financial Strategy and Delivery	10%
	Financial Reporting and Monitoring	
Change Leadership	Change Vision and Strategy	10%
	Process Design and Improvement	
	Change Impact Monitoring and Evaluation	
Governance Leadership	Policy Formulation	10%
	Risk and Compliance Management	
	Cooperative Governance	
CORE COMPETENCIES (Drivers to ensure execution of Leading competencies are at optimal level)		
	Moral Competence	4%
	Planning and Organising	3%
	Analysis and Innovation	4%
	Knowledge and Information Management	3%
	Communication	3%
	Results and Quality Focus	3%

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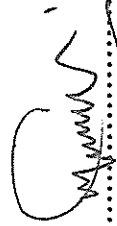
PERSONAL DEVELOPMENT PLAN:

NAME & SURNAME: MANDISILE P. VAKALISA

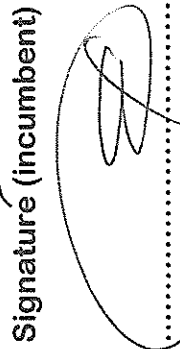
This plan must be completed and reviewed during the planning phase of Employee Performance Management Cycle (July). The purpose is to provide opportunity for the Employee and the immediate supervisor to identify incumbent's strength, skills and competency gap. To complete this plan you need to know and understand your Department objectives, your customer's (internal and external), requirements and your key performance Indicators. The information provided should be considered in relation to the critical nature of the current position and your future career goals.

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KPA CONFIRMATION	COMPETENCY IDENTIFICATION	DEVELOPMENT ACTION PLAN			TIME FRAMES	
		Proposed Solutions (short term)	Proposed Solutions (Long term)	Start	End	
Key Performance areas/outputs	Competencies/Skills required to achieve KPA's performance outputs	Attend capacity building, short courses in town and regional planning	Enroll a Town and Regional Planning qualification	01 Jan 2025	31 Dec 2028	
Spatial Planning	A qualification in town and regional planning					

.....

 Signature (incumbent)

.....
 13/06/2024
 Date

.....

 Signature (Supervisor)

.....
 13/JUNE/2024
 Date



PERFORMANCE AGREEMENT: 2024/2025

Entered into by and between

NTABANKULU LOCAL MUNICIPALITY
(The Employer)

Represented by the Ivy Sikhulu-Nqwena

Duly authorized in terms of section 57 (2) (b) of the Municipal System Act, No. 32 of 2000

AND

MZUKISI MHLIFILI

(The Employee)

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INTRODUCTION

1. As provided in section 57(1) (a) of the Local Government Municipal Systems Act 32 of 2000, the council of **Ntabankulu Local Municipality** has entered into an employment contract with the **Chief Financial Officer, Mr. Mzukisi Mhlifili** on a non-fixed permanent employment until reaching the age of 65.

2. Section 57 (1) (b) of the Local Government Municipal Systems Act read with the contract of employment concluded between the employer and employee and the **Municipal performance Regulations for Municipal Managers and managers directly accountable to the municipal manager** require that a performance contract be concluded between the parties as herein undertaken.

3. The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the **Municipal Manager** reporting to the **Honourable Mayor**, to a set of actions, outputs and outcomes that will ensure the attainment of both the local government policy goals and the performance objectives of **Ntabankulu Local Municipality** as enshrined in the **Integrated Development Plan**.

4. This performance contract is entered into between **Mzukisi Mhlifili**, the **Chief Financial Officer** and **Ntabankulu Local municipality** as represented by the **Municipal Manager, I. Sikhulu-Nqwena** and is based on the adopted **Integrated Development plan 2024/2025 to 2028/2029** as developed in 2024 and the **2024/2025 Service Delivery and Budget Implementation Plan**.

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to:

- 2.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance contract and Performance Plan as the basis for assessing the suitability of the Employee for continued employment and/or to
- 2.6 Assess whether the Employee has met the performance expectations applicable to his/her job;
- 2.7 Appropriately reward the Employee in accordance with the Employer's performance management framework in the event of outstanding performance; and
- 2.8 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved qualitative and quantitative service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature hereof this Agreement shall commence from the **1 July 2024** and shall remain in force until the **30th June 2025**, whereafter a new Performance contract, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof within 1 month after the commencement of the new financial year.
- 3.2 This Agreement shall terminate in its entirety on the termination of the Employee's contract of employment for whatever reason subject to relevant legislative prescripts.
- 3.3 The contents of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon subject to both parties reaching an agreement.
- 3.4 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.

4. PERFORMANCE OBJECTIVES

- 4.1 *The Performance Plan included herein as Annexure A, which forms an integral part of this agreement enshrines the following (which are concluded by mutual consensus by parties based on key strategic documents of the Municipality):*
- 4.2 *The overall performance objectives and targets that must be met by the Employee including the performance indicators and weightings;*
- 4.3 *The time frames for the achievement of those performance objectives and targets;*
- 4.4 *The performance objectives shall in addition be viewed within the context and in lieu of the overall contributions to the goals and strategies set out in the Employer's Integrated Development Plan.*

5. PERFORMANCE MANAGEMENT SYSTEM.

- 5.1 *Both parties agree to participate in the performance management system that the Employer has adopted or introduced for the Municipality, Management and Municipal Staff.*
- 5.2 *Both parties hereby covenant to consult each other and arrive at a mutual agreement about the specific performance standards to be included in the performance management system.*
- 5.3 *The Municipal Manager undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to The Municipal Manager responsibilities) within the local government framework.*
- 5.4 *The criterion upon which the performance of the employee is to be evaluated is contained in annexure E and is included herein as an addendum and forms an important part of this contract.*
- 5.5 *The Employee must be assessed of his performance in terms of the performance indicators(inputs/outputs/outcomes) identified in the attached Performance Plan (Annexure A)and include:*
 - 5.5.1 *The Key Performance Areas and the Leading and Core Competencies, with a weighting of 80 and 20 respectively are listed herewith as agreed between the employer and employee.*
 - 5.5.2 *The Key Performance Areas will constitute 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory*

and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (100% of Total)	Weight %
Local Economic Development	8%
Municipal Financial Viability and Management	60%
Good Governance & Public Participation	16%
Basic Service Delivery	16
Total	100%

5.5.3 The table below indicated six leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government

5.5.4 The competency framework further involves six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level

LEADING COMPETENCIES		WEIGHT
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional performance Management • Strategic Planning and Management • Organisational Awareness 	20%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10%
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	30%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	10%

Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	20%
CORE COMPETENCIES		Weight %
	Moral Competence	3%
	Planning and Organising	5%
	Analysis and Innovation	3%
	Knowledge and Information Management	3%
	Communication	3%
	Results and Quality Focus	3%
Total		20%

6. EVALUATING PERFORMANCE

- 6.1. "Annexure E" to this Agreement sets out the standards and procedures for evaluating the employee's performance, intervals for the evaluation of employee's performance and recognition of outstanding performance (awarding of a performance bonus)
- 6.2. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (contained herein as Annexure B) as well as the actions agreed to and implementation must take place within set time frames.
- 6.3. The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.
- 6.4. The annual performance appraisal must involve–
 - 6.4.1. An assessment of the achievement of results as outlined in the performance plan;
 - 6.4.2. An assessment of each Key Performance Area 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;
 - 6.4.3. A rating on the five-point scale for each Key Performance Area; and
 - 6.4.4. The use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.
- 6.5. The core competencies must be assessed–
 - 6.5.1. According to the extent to which the specified standards have been met;
 - 6.5.2. With an indicative rating on the five-point scale for each Criteria; and

6.5.3. By using the applicable assessment rating calculator to add the scores and calculating a final score.

6.6. An overall rating is calculated by using the applicable assessment rating calculator, which represents the outcome of the performance appraisal.

6.7. Employee performance will be based on the following rating scale for both Key Performance Indicators and core competencies

6.8. The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27(4)(d), (e) and (f) of the Regulations.

Level	Terminology	Description
5(150%above)	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(130-149%)	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(100%)	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(81%-99%)	Performance 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.

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Level	Terminology	Description
1(80% and below)	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. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or her performance agreement must be reviewed during--

Interval	Period	Evaluation deadline
First quarter	July to September	Before end October
Mid term	October to December	Before end January
Third quarter	January to March	Before end April
Annual	July-June	2 months after the issuing of the Audit Report

8.1 The reviews in the first and third quarter may be verbal if performance is satisfactory.

8.2 The reviews in the second and annual performance must be formal and the employer must keep a record of these reviews and feedback must be based on the Employer's assessment of the Employee's performance.

8.3 The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee is consulted before any such change is made.

8.4 The work performance and performance review will not be confined and limited to the performance plan; any incidental work outside the performance plan shall be performed and evaluated accordingly.

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9. DEVELOPMENTAL REQUIREMENTS

- 9.1 *The Personal Development Plan (PDP) is attached herein as annexure B and forms an integral part of this agreement for addressing developmental gaps*
- 9.2 *Both parties hereby agree to uphold the filling of gaps identified in the PDP*

10. OBLIGATIONS OF THE EMPLOYER

The Employer shall –

- 10.1 *Create an enabling environment to facilitate effective performance by the employee;*
- 10.2 *Provide access to skills development and capacity building opportunities;*
- 10.3 *Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;*
- 10.4 *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*
- 10.5 *Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/ her to meet the performance objectives and targets established in terms of this agreement.*

11. EMPLOYEE OBLIGATIONS

- 11.1 *The employee is obliged to perform her functions to the best of her abilities and shall as far as is practically possible endeavour to meet the standards of performance as set out in this agreement.*
- 11.2 *The employee shall act in the good faith and in the best interest of the Municipality at all times*
- 11.3 *The employee shall be responsible for the completion or execution of the specific programs identified in her service delivery and budget implementation plans or KPA's within the timeframes agreed upon.*

11.4 The employee shall co-operate with the employer in conducting the performance review.

12. EMPLOYER RIGHTS

The employer shall be entitled to:

- 12.1 Expect the employee to perform as agreed;
- 12.2 Alter the employee's responsibilities from time to time depending on the operational requirements of the organisation e.g. assign him/her to perform a special project not envisaged in his/her job description or service delivery and budget implementation plan.
- 12.3 Such circumstances as contemplated above shall be taken into account when the employee's performance is evaluated.
- 12.4 Take such corrective action or impose such disciplinary action or award such incentives as per policy.

13. EMPLOYEE RIGHTS

- 13.1 The employee shall be entitled to such co-operation and support as is reasonably required for him/her to perform his/her duties to the standard required of him/her.
- 13.2 In particular where a Personal Development Plan has identified a need for capacity building or training or other forms of support, the employee shall be entitled to receive same, bearing in mind relevant budgetary and other constraints which may not though be unreasonably withheld.
- 13.3 The employee shall be entitled to such corrective action remedies and/or incentives as are applicable depending on the outcome of his/her performance reviews.

14 MANAGEMENT OF EVALUATION OUTCOMES

14.1 The following table will be used to determine the payment of performance bonus to performance contract employees:

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package

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130 to 149%	5% to 9% of the annual total remuneration package
101% to 129%	No reward
81% -100%	No reward
(80% and below)	Compulsory Performance Counseling

RANGE	SCORE	% Bonus
150 AND ABOVE	164 and above	14
	163	13.705
	162	13.42
	161	13.135
	160	12.85
	159	12.565
	158	12.28
	157	11.995
	156	11.71
	155	11.425
	154	11.14
	153	10.855
	152	10.57
	151	10.285
	150	10

RANGE	SCORE	% Bonus
Between 130 and 149	149	9
	148	8.6
	147	8.4
	146	8.2
	145	8
	144	7.8
	143	7.6
	142	7.4
	141	7.2
	140	7
	139	6.8
	138	6.6
	137	6.4
	136	6.2
	135	6
	134	5.8
	133	5.6
132	5.4	
131	5.2	
130	5	

- 14.1 In the case of unacceptable performance, the Employer–
- 14.2 must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 14.3 May, after appropriate performance counseling and having provided the necessary guidance and support as well as reasonable time for improvement in performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

15. REWARD FOR PERFORMANCE

- 15.1 The annual increase will be determined by Council based on the affordability and the stipulations of the Contract of Employment and does not in any way form part of a reward for performance.

15.2 The payment of the reward shall be based on the period under review and results of the performance score as stipulated in annexure A and include the following:

15.2.1 The performance score obtained on marks by using the performance plan;

15.2.2 Where the external factors have a negative influence on the result of the performance, the Municipality may at its discretion decide to grant a reward.

15.2.3 The reward if granted, will be paid annually only after adoption by Council of the Annual Report for that financial year and after finalization of the appraisal;

15.2.4 The final outcome of the performance appraisal will determine the reward;

15.3 The rating scale shall be used for rating including the actual targets set and contained in annexure A.

15.4 The following formula shall be used to allocate the performance bonus after the total score has been calculated:

15.4.1. CALCULATING THE KPA PERFORMANCE

(a) Allocate score per target per KPA

(b) Multiply each score with weight per target and per KPA

(c) Add all scores per KPA and get one actual score per KPA

(d) Add all Actual Score per KPA and get the Overall Score

(e) Multiply Overall score with 33,3, get a performance Score

(f) Convert the Performance Score into a percentage by multiply by 80% and you get the percentage

NB: SAME PRINCIPLE TO THE CCR'S

16. CONSULTATION

16.1. Both parties to this agreement agree to consult each other in the event either party wishes to exercise a duty or function in terms of this agreement.

16.2. **The employer** agrees to inform the **employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 16.1, as soon as is practicable to enable the employee to take any necessary action without delay.

17. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

- 17.1 *Where the employer is at any time during the employee's employment not satisfied with her performance with respect to any matter dealt with in this Agreement, the employer will give notice to the employee to attend a meeting with the Performance Evaluation Committee.*
- 17.2 *The employee shall have the opportunity at the meeting to satisfy the employer and the panel of the measures being taken to ensure that the employee's performance becomes satisfactory and any programme, including any dates, for implementing these measures.*
- 17.3 *Where there is a dispute or difference as to the performance of the employee under this agreement, the parties will confer with a view to resolving the dispute or difference.*
- 17.4 *If at any stage thereafter the employer holds the view that the performance of the employee is not satisfactory, the employer will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the employee to terminate her employment in accordance with the notice period set out in the employee's contract of employment.*
- 17.5 *Nothing contained in this Agreement in any way limits the right of the employer to terminate the employee's contract of employment with notice for any other breach by the employee of her obligations to the employer or for any other valid reason in law.*

18. DISPUTES

- 18.1 *In the event that the employee is dissatisfied with any decision or action of the employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the employee has achieved the performance objectives and targets established in terms of this Agreement, the employee may meet with the Performance Evaluation Committee with a view to resolving the issue. At the employee's request the evaluating panel will record the outcome of the meeting in writing.*
- 18.2 *In the event that the employee remains dissatisfied with the outcome of that meeting, he/she may raise the issue in writing with the employer (municipal council) by requesting that the issue be placed on the agenda of an appropriate meeting of Council. The Council will determine a process for resolving the issue, which will involve at least providing the employee with an opportunity to state his/ her case orally or in writing. At the employee's request the Council will record its decision on the issue in writing. The decision of the Council on the issue will be made within 2 (two) weeks of the issue being raised, or as soon thereafter as possible, and will be final.*

18.3 The parties hereby agree that "final" shall not limit a dissatisfied party to invoke any provisions in his/her disposal within labour and any other relevant laws.

19. GENERAL

19.1 The contents of the Agreement and the outcome of any review conducted, will not be confidential, and may be made available to the public by the employer, where appropriate.

19.2 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.

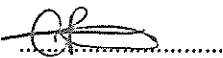
20. ATTESTATION

The parties hereby agree having read, understood and received a copy of this agreement which contents are hereby accepted in all entirety.

Thus done and signed at Ntabankulu on this 13 of June 2024

AS WITNESSES:

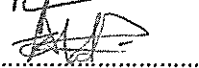

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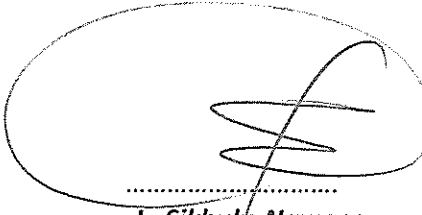

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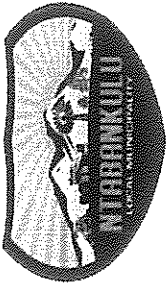

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Mzukisi Mhlifili
Chief Financial Officer

AS WITNESSES:


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I. Sikhulu-Nqwena
Chief Financial Officer

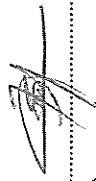
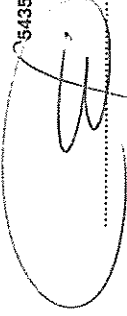


PERFORMANCE PLAN

DIRECTORATE:

Financial Management Services

FINANCIAL YEAR: 2024/2025

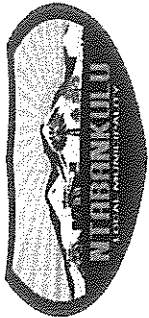
Employee Name	Mzukisi Mhlifiti	Authorised Supervisor: Name	Ivy Sikhulu-Nqwena
Employee Job Title	Chief Financial Officer	Supervisor Job Title	Municipal Manager
Employee Number	5441	Supervisor's Employee Number	5435
Employee Signature		Supervisor's Signature	
Date	13 June 2024	Date	13 June 2024

Strategic Initiative	Priority Area	Key Objective	Key Milestones	Impact	Timeline	Responsible	Quarter 1 Target	Quarter 2 Target	Quarter 3 Target	Quarter 4 Target	Key Deliverables	Measures	Weighted (0-5)			
SUSTAINABILITY	Environmental and Reporting	To ensure compliance with environmental regulations and reporting requirements by 2027.	To ensure compliance with environmental regulations and reporting requirements by 2027.	To ensure compliance with environmental regulations and reporting requirements by 2027.	4.1.1	Review and update environmental policy and procedures by Q1 2027.	1. Conduct a gap analysis of current environmental policy and procedures against regulatory requirements. 2. Review and update environmental policy and procedures. 3. Communicate the updated policy and procedures to all employees. 4. Implement the updated policy and procedures.	1. Conduct a gap analysis of current environmental policy and procedures against regulatory requirements. 2. Review and update environmental policy and procedures. 3. Communicate the updated policy and procedures to all employees. 4. Implement the updated policy and procedures.	1. Conduct a gap analysis of current environmental policy and procedures against regulatory requirements. 2. Review and update environmental policy and procedures. 3. Communicate the updated policy and procedures to all employees. 4. Implement the updated policy and procedures.	1. Conduct a gap analysis of current environmental policy and procedures against regulatory requirements. 2. Review and update environmental policy and procedures. 3. Communicate the updated policy and procedures to all employees. 4. Implement the updated policy and procedures.	1. Environmental Policy and Procedures Document 2. Employee Training Records 3. Compliance Audit Report	1. Environmental Policy and Procedures Document 2. Employee Training Records 3. Compliance Audit Report	5.0			
					4.1.2	Implement a waste management program by Q2 2027.	1. Conduct a waste audit to identify areas for improvement. 2. Develop a waste management plan. 3. Implement the waste management plan. 4. Monitor and report on waste management performance.	1. Conduct a waste audit to identify areas for improvement. 2. Develop a waste management plan. 3. Implement the waste management plan. 4. Monitor and report on waste management performance.	1. Conduct a waste audit to identify areas for improvement. 2. Develop a waste management plan. 3. Implement the waste management plan. 4. Monitor and report on waste management performance.	1. Conduct a waste audit to identify areas for improvement. 2. Develop a waste management plan. 3. Implement the waste management plan. 4. Monitor and report on waste management performance.	1. Waste Management Plan Document 2. Waste Audit Report 3. Waste Management Performance Report	1. Waste Management Plan Document 2. Waste Audit Report 3. Waste Management Performance Report	1. Waste Management Plan Document 2. Waste Audit Report 3. Waste Management Performance Report	1. Waste Management Plan Document 2. Waste Audit Report 3. Waste Management Performance Report	5.0	
					4.1.3	Develop a sustainability report by Q4 2027.	1. Identify key sustainability metrics to report on. 2. Collect and analyze data for these metrics. 3. Draft the sustainability report. 4. Review and approve the sustainability report. 5. Publish the sustainability report.	1. Identify key sustainability metrics to report on. 2. Collect and analyze data for these metrics. 3. Draft the sustainability report. 4. Review and approve the sustainability report. 5. Publish the sustainability report.	1. Identify key sustainability metrics to report on. 2. Collect and analyze data for these metrics. 3. Draft the sustainability report. 4. Review and approve the sustainability report. 5. Publish the sustainability report.	1. Identify key sustainability metrics to report on. 2. Collect and analyze data for these metrics. 3. Draft the sustainability report. 4. Review and approve the sustainability report. 5. Publish the sustainability report.	1. Sustainability Report Document 2. Data Collection and Analysis Report 3. Draft Sustainability Report 4. Final Approved Sustainability Report	1. Sustainability Report Document 2. Data Collection and Analysis Report 3. Draft Sustainability Report 4. Final Approved Sustainability Report	1. Sustainability Report Document 2. Data Collection and Analysis Report 3. Draft Sustainability Report 4. Final Approved Sustainability Report	1. Sustainability Report Document 2. Data Collection and Analysis Report 3. Draft Sustainability Report 4. Final Approved Sustainability Report	1. Sustainability Report Document 2. Data Collection and Analysis Report 3. Draft Sustainability Report 4. Final Approved Sustainability Report	1. Sustainability Report Document 2. Data Collection and Analysis Report 3. Draft Sustainability Report 4. Final Approved Sustainability Report
OPERATIONAL EFFICIENCY	Process Automation and Reporting	To improve operational efficiency and reporting accuracy by 2027.	To improve operational efficiency and reporting accuracy by 2027.	To improve operational efficiency and reporting accuracy by 2027.	4.2.1	Implement a new reporting system by Q1 2027.	1. Conduct a needs analysis for a new reporting system. 2. Select a reporting system vendor. 3. Implement the new reporting system. 4. Train employees on the new reporting system.	1. Conduct a needs analysis for a new reporting system. 2. Select a reporting system vendor. 3. Implement the new reporting system. 4. Train employees on the new reporting system.	1. Conduct a needs analysis for a new reporting system. 2. Select a reporting system vendor. 3. Implement the new reporting system. 4. Train employees on the new reporting system.	1. Conduct a needs analysis for a new reporting system. 2. Select a reporting system vendor. 3. Implement the new reporting system. 4. Train employees on the new reporting system.	1. Needs Analysis Report 2. Vendor Selection Report 3. Implementation Plan 4. Training Materials	1. Needs Analysis Report 2. Vendor Selection Report 3. Implementation Plan 4. Training Materials	1. Needs Analysis Report 2. Vendor Selection Report 3. Implementation Plan 4. Training Materials	5.0		
					4.2.2	Automate key business processes by Q2 2027.	1. Identify key business processes for automation. 2. Select an automation vendor. 3. Implement the automation solution. 4. Monitor and report on automation performance.	1. Identify key business processes for automation. 2. Select an automation vendor. 3. Implement the automation solution. 4. Monitor and report on automation performance.	1. Identify key business processes for automation. 2. Select an automation vendor. 3. Implement the automation solution. 4. Monitor and report on automation performance.	1. Identify key business processes for automation. 2. Select an automation vendor. 3. Implement the automation solution. 4. Monitor and report on automation performance.	1. Automation Solution Document 2. Vendor Selection Report 3. Implementation Plan 4. Automation Performance Report	1. Automation Solution Document 2. Vendor Selection Report 3. Implementation Plan 4. Automation Performance Report	1. Automation Solution Document 2. Vendor Selection Report 3. Implementation Plan 4. Automation Performance Report	1. Automation Solution Document 2. Vendor Selection Report 3. Implementation Plan 4. Automation Performance Report	1. Automation Solution Document 2. Vendor Selection Report 3. Implementation Plan 4. Automation Performance Report	5.0
					4.2.3	Optimize resource allocation by Q4 2027.	1. Conduct a resource allocation audit. 2. Develop a resource allocation plan. 3. Implement the resource allocation plan. 4. Monitor and report on resource allocation performance.	1. Conduct a resource allocation audit. 2. Develop a resource allocation plan. 3. Implement the resource allocation plan. 4. Monitor and report on resource allocation performance.	1. Conduct a resource allocation audit. 2. Develop a resource allocation plan. 3. Implement the resource allocation plan. 4. Monitor and report on resource allocation performance.	1. Conduct a resource allocation audit. 2. Develop a resource allocation plan. 3. Implement the resource allocation plan. 4. Monitor and report on resource allocation performance.	1. Resource Allocation Plan Document 2. Resource Allocation Audit Report 3. Resource Allocation Performance Report	1. Resource Allocation Plan Document 2. Resource Allocation Audit Report 3. Resource Allocation Performance Report	1. Resource Allocation Plan Document 2. Resource Allocation Audit Report 3. Resource Allocation Performance Report	1. Resource Allocation Plan Document 2. Resource Allocation Audit Report 3. Resource Allocation Performance Report	1. Resource Allocation Plan Document 2. Resource Allocation Audit Report 3. Resource Allocation Performance Report	1. Resource Allocation Plan Document 2. Resource Allocation Audit Report 3. Resource Allocation Performance Report

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<p>To monitor the progress of the audit and to ensure that the audit is completed within the agreed timescale and that the audit is completed in accordance with the agreed terms of reference.</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>	<p>4.1.1</p>
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6/11/22



CORE COMPETENCY REQUIREMENTS

DIRECTORATE: FINANCIAL MANAGEMENT SERVICES

FINANCIAL YEAR 2024/2025

Employee Name
Employee Job Title
Employee Number
Employee Signature
Date

Mzukisi Mhliffu
Chief Financial Officer

5441
.....
13 June 2024
.....

Authorised Supervisor: Name
Supervisor Job Title
Supervisor's Employee Number
Supervisor's Signature
Date

Ivy Sikhulu-Nqwena
Municipal Manager

5435
.....
13 June 2024
.....

COMPETENCIES WITH 20 DRIVING COMPETENCIES THAT COMMUNICATE WHAT IS EXPECTED FOR EFFECTIVE PERFORMANCE IN LOCAL GOVERNMENTS

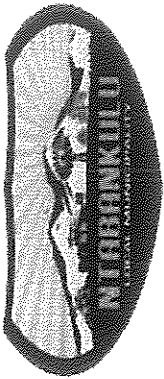
LEADING COMPETENCIES	DRIVING COMPETENCIES	WEIGHT 100%	
Strategic Direction and Leadership	Impact and influence	20%	
	Institutional performance Management		
	Strategic Planning and Management		
	Organisational Awareness		
	Human Capital Planning and Development		
People Management	Diversity Management		
	Employee Relations Management		
	Negotiation and Dispute Management	10%	
Program and Project Management	Program and Project Planning and Implementation		
	Service Delivery Management		
	Program and Project Monitoring and Evaluation	30%	
Financial Management	Budget Planning and Execution		
	Financial Strategy and Delivery		
	Financial Reporting and Monitoring	10%	
Change Leadership	Change Vision and Strategy		

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	Process Design and Improvement	
	Change Impact Monitoring and Evaluation	10%
Governance Leadership	Policy Formulation	
	Risk and Compliance Management	
	Cooperative Governance	20%
CORE COMPETENCIES (Drivers to ensure execution of Leading competencies are at optimal level)		
	Moral Competence	3%
	Planning and Organising	5%
	Analysis and Innovation	3%
	Knowledge and Information Management	3%
	Communication	3%
	Results and Quality Focus	3%

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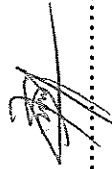
PERSONAL DEVELOPMENT PLAN:

NAME & SURNAME: MZUKISI MHLIFILI

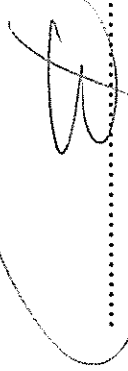
This plan must be completed and reviewed during the planning phase of Employee Performance Management Cycle (July). The purpose is to provide opportunity for the Employee and the immediate supervisor to identify incumbent's strength, skills and competency gap. To complete this plan you need to know and understand your Department objectives, your customer's (internal and external), requirements and your key performance indicators. The information provided should be considered in relation to the critical nature of the current position and your future career goals.

MZUKISI

KPA CONFIRMATION		COMPETENCY IDENTIFICATION	DEVELOPMENT ACTION PLAN		TIME FRAMES	
Key Performance areas/outputs	Competencies/Skills required to achieve KPA's performance outputs	Proposed Solutions (short term)	Proposed Solutions (Long term)	Start	End	
Strategic financial management and reporting.	Receive the appropriate training on financial reporting through GRAP training and updates on Caseware	Training on new GRAP standards and updates on Caseware	Training on new GRAP standards and updates on Caseware	01 July 2024	Continuous	

.....


Signature (incumbent)

.....


Signature (Supervisor)

13 June 2024.....
 Date

13 June 2024.....
 Date



PERFORMANCE AGREEMENT: 2024-2025

Entered into by and between

NTABANKULU LOCAL MUNICIPALITY
(The Employer)

Represented by: Ivy Sikhulu-Nqwena

Duly authorized in terms of section 57 (2) (b) of the Municipal System Act, No. 32 of 2000

AND

Mandisile Pierre Vakalisa
(The Employee)

INTRODUCTION

1. As provided in section 57(1) (a) of the Local Government Municipal Systems Act 32 of 2000, the council of Ntabankulu Local Municipality has entered into an employment contract with the **Director: Development Planning** on a non-fixed permanent employment until reaching the age of 65.

2. Section 57 (1) (b) of the Local Government Municipal Systems Act read with the contract of employment concluded between the employer and employee and the Municipal performance Regulations for Municipal Managers and managers directly accountable to the municipal manager require that a performance contract be concluded between the parties as herein undertaken.

3. The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Municipal Manager reporting to the Honourable Mayor, to a set of actions, outputs and outcomes that will ensure the attainment of both the local government policy goals and the performance objectives of Ntabankulu Local Municipality as enshrined in the Integrated Development Plan.

4. This performance contract is entered into between: Mandisile Pierre Vakalisa, the Director Development Planning and Ntabankulu Local municipality as represented by the Municipal Manager, I. Sikhulu-Nqwena and is based on the adopted Integrated Development plan 2024-2025 to 2027/2028 as developed in 2024 and the 2024-2025 Service Delivery Budget Implementation Plan.

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to:

- 2.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;*
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;*
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);*
- 2.4 Monitor and measure performance against set targeted outputs;*
- 2.5 Use the Performance contract and Performance Plan as the basis for assessing the suitability of the Employee for continued employment and/or to*
- 2.6 Assess whether the Employee has met the performance expectations applicable to his/her job;*
- 2.7 Appropriately reward the Employee in accordance with the Employer's performance management framework in the event of outstanding performance; and*
- 2.8 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved qualitative and quantitative service delivery.*

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature hereof this Agreement shall commence from the 01 July 2024 and shall remain in force until the 30th June 2025, whereafter a new Performance contract, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof within 1 month after the commencement of the new financial year.*
- 3.2 This Agreement shall terminate in its entirety on the termination of the Employee's contract of employment for whatever reason subject to relevant legislative prescripts.*
- 3.3 The contents of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon subject to both parties reaching an agreement.*
- 3.4 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.*

4. PERFORMANCE OBJECTIVES

- 4.1 *The Performance Plan included herein as **Annexure A**, which forms an integral part of this agreement enshrines the following (which are concluded by mutual consensus by parties based on key strategic documents of the Municipality):*
- 4.2 *The overall performance objectives and targets that must be met by the Employee including the performance indicators and weightings;*
- 4.3 *The time frames for the achievement of those performance objectives and targets;*
- 4.4 *The performance objectives shall in addition be viewed within the context and in lieu of the overall contributions to the goals and strategies set out in the Employer's Integrated Development Plan.*

5. PERFORMANCE MANAGEMENT SYSTEM.

- 5.1 *Both parties agree to participate in the performance management system that the Employer has adopted or introduced for the Municipality, Management and Municipal Staff.*
- 5.2 *Both parties hereby covenant to consult each other and arrive at a mutual agreement about the specific performance standards to be included in the performance management system.*
- 5.3 *The Municipal Manager undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to The Municipal Manager responsibilities) within the local government framework.*
- 5.4 *The criterion upon which the performance of the employee is to be evaluated is contained in annexure E and is included herein as an addendum and forms an important part of this contract.*
- 5.5 *The Employee must be assessed her performance in terms of the performance indicators(inputs/outputs/outcomes) identified in the attached Performance Plan (Annexure A)and include:*
 - 5.5.1 *The Key Performance Areas and the Leading and Core Competencies, with a weighting of 80 and 20 respectively are listed herewith as agreed between the employer and employee.*
 - 5.5.2 *The Key Performance Areas will constitute 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory*

and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (100% of Total)	Weight %
Municipal Institutional Development and organizational Transformation	10%
Basic Service Delivery	10%
Local Economic Development	40%
Municipal Financial Viability and Management	10%
Good Governance & Public Participation	10%
Total	80%

5.5.3 The table below indicated six leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government

5.5.4 The competency framework further involves six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level

LEADING COMPETENCIES		Weight %
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional performance Management • Strategic Planning and Management • Organisational Awareness 	25%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10%
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	15%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement 	10%

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	<ul style="list-style-type: none"> • <i>Change Impact Monitoring and Evaluation</i> 	
<i>Governance Leadership</i>	<ul style="list-style-type: none"> • <i>Policy Formulation</i> • <i>Risk and Compliance Management</i> • <i>Cooperative Governance</i> 	10%
CORE COMPETENCIES		Weight %
	<i>Moral Competence</i>	4%
	<i>Planning and Organising</i>	3%
	<i>Analysis and Innovation</i>	4%
	<i>Knowledge and Information Management</i>	3%
	<i>Communication</i>	3%
	<i>Results and Quality Focus</i>	3%
Total		20%

6. EVALUATING PERFORMANCE

- 6.1. “Annexure E” to this Agreement sets out the standards and procedures for evaluating the employee’s performance, intervals for the evaluation of employee’s performance and recognition of outstanding performance (awarding of a performance bonus)
- 6.2. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (contained herein as **Annexure B**) as well as the actions agreed to and implementation must take place within set time frames.
- 6.3. The Employee’s performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer’s Integrated Development Plan.
- 6.4. The annual performance appraisal must involve–
- 6.4.1. An assessment of the achievement of results as outlined in the performance plan;
 - 6.4.2. An assessment of each Key Performance Area 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;
 - 6.4.3. A rating on the five-point scale for each Key Performance Area; and
 - 6.4.4. The use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.
- 6.5. The core competencies must be assessed–

- 6.5.1. According to the extent to which the specified standards have been met;
- 6.5.2. With an indicative rating on the five-point scale for each Criteria; and
- 6.5.3. By using the applicable assessment rating calculator to add the scores and calculating a final score.

- 6.6. An overall rating is calculated by using the applicable assessment rating calculator, which represents the outcome of the performance appraisal.
- 6.7. Employee performance will be based on the following rating scale for both Key Performance Indicators and core competencies
- 6.8. The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27(4)(d), (e) and (f) of the Regulations.

Level	Terminology	Description
5(150%above)	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(130-149%)	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(100%)	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(81%-99%)	Performance not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and Indicators as specified in the PA and Performance Plan.

Level	Terminology	Description
1(80% and below)	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. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or her performance agreement must be reviewed during–

Interval	Period	Evaluation deadline
First quarter	July to September	Before end October
Mid term	October to December	Before end January
Third quarter	January to March	Before end April
Annual	July-June	2 months after the issuing of the Audit Report

8.1 The reviews in the first and third quarter may be verbal if performance is satisfactory.

8.2 The reviews in the second and annual performance must be formal and the employer must keep a record of these reviews and feedback must be based on the Employer's assessment of the Employee's performance.

8.3 The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee is consulted before any such change is made.

8.4 The work performance and performance review will not be confined and limited to the performance plan; any incidental work outside the performance plan shall be performed and evaluated accordingly.

9. DEVELOPMENTAL REQUIREMENTS

9.1 The Personal Development Plan (PDP) is attached herein as annexure B and forms an integral part of this agreement for addressing developmental gaps

9.2 Both parties hereby agree to uphold the filling of gaps identified in the PDP

10. OBLIGATIONS OF THE EMPLOYER

The Employer shall –

- 10.1 Create an enabling environment to facilitate effective performance by the employee;*
- 10.2 Provide access to skills development and capacity building opportunities;*
- 10.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;*
- 10.4 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*
- 10.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/ her to meet the performance objectives and targets established in terms of this agreement.*

11. EMPLOYEE OBLIGATIONS

11.1 The employee is obliged to perform her functions to the best of her abilities and shall as far as is practically possible endeavour to meet the standards of performance as set out in this agreement.

11.2 The employee shall act in the good faith and in the best interest of the Municipality at all times

11.3 The employee shall be responsible for the completion or execution of the specific programs identified in her service delivery and budget implementation plans or KPA's within the timeframes agreed upon.

11.4 The employee shall co-operate with the employer in conducting the performance review.

12. EMPLOYER RIGHTS

The employer shall be entitled to:

12.1 Expect the employee to perform as agreed;

12.2 Alter the employee's responsibilities from time to time depending on the operational requirements of the organisation e.g. assign him/her to perform a special project not envisaged in his/her job description or service delivery and budget implementation plan.

12.3 Such circumstances as contemplated above shall be taken into account when the employee's performance is evaluated.

12.4 Take such corrective action or impose such disciplinary action or award such incentives as per policy.

13. EMPLOYEE RIGHTS

13.1 The employee shall be entitled to such co-operation and support as is reasonably required for him/her to perform his/her duties to the standard required of him/her.

13.2 In particular where a Personal Development Plan has identified a need for capacity building or training or other forms of support, the employee shall be entitled to receive same, bearing in mind relevant budgetary and other constraints which may not though be unreasonably withheld.

13.3 The employee shall be entitled to such corrective action remedies and/or incentives as are applicable depending on the outcome of his/her performance reviews.

14 MANAGEMENT OF EVALUATION OUTCOMES

14.1 The following table will be used to determine the payment of performance bonus to performance contract employees:

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
101% to 129%	No reward
81% -100%	No reward
(80% and below)	Compulsory Performance Counseling

RANGE	SCORE	% Bonus
150 AND ABOVE	164 and above	14
	163	13.705
	162	13.42
	161	13.135
	160	12.85
	159	12.565
	158	12.28
	157	11.995
	156	11.71
	155	11.425
	154	11.14
	153	10.855
	152	10.57
	151	10.285
150	10	

RANGE	SCORE	% Bonus
Between 130 and 149	149	9
	148	8.6
	147	8.4
	146	8.2
	145	8
	144	7.8
	143	7.6
	142	7.4
	141	7.2
	140	7
	139	6.8
	138	6.6
	137	6.4
	136	6.2
	135	6
	134	5.8
	133	5.6
	132	5.4
	131	5.2
	130	5

- 14.1 *In the case of unacceptable performance, the Employer–*
- 14.2 *must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and*
- 14.3 *May, after appropriate performance counseling and having provided the necessary guidance and support as well as reasonable time for improvement in*

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performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

15. REWARD FOR PERFORMANCE

15.1 The annual increase will be determined by Council based on the affordability and the stipulations of the Contract of Employment and does not in any way form part of a reward for performance.

15.2 The payment of the reward shall be based on the period under review and results of the performance score as stipulated in annexure A and include the following:

15.2.1 The performance score obtained on marks by using the performance plan;

15.2.2 Where the external factors have a negative influence on the result of the performance, the Municipality may at its discretion decide to grant a reward.

15.2.3 The reward if granted, will be paid annually only after adoption by Council of the Annual Report for that financial year and after finalization of the appraisal;

15.2.4 The final outcome of the performance appraisal will determine the reward;

15.3 The rating scale shall be used for rating including the actual targets set and contained in annexure A.

15.4 The following formula shall be used to allocate the performance bonus after the total score has been calculated:

15.4.1. CALCULATING THE KPA PERFORMANCE

(a) Allocate score per target per KPA

(b) Multiply each score with weight per target and per KPA

(c) Add all scores per KPA and get one actual score per KPA

(d) Add all Actual Score per KPA and get the Overall Score

(e) Multiply Overall score with 33,3, get a performance Score

(f) Convert the Performance Score into a percentage by multiply by 80% and you get the percentage

NB: SAME PRINCIPLE TO THE CCR'S

16. CONSULTATION

16.1. Both parties to this agreement agree to consult each other in the event either party wishes to exercise a duty or function in terms of this agreement.

16.2. *The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 16.1, as soon as is practicable to enable the employee to take any necessary action without delay.*

17. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

17.1 *Where the employer is at any time during the employee's employment not satisfied with her performance with respect to any matter dealt with in this Agreement, the employer will give notice to the employee to attend a meeting with the Performance Evaluation Committee.*

17.2 *The employee shall have the opportunity at the meeting to satisfy the employer and the panel of the measures being taken to ensure that the employee's performance becomes satisfactory and any programme, including any dates, for implementing these measures.*

17.3 *Where there is a dispute or difference as to the performance of the employee under this agreement, the parties will confer with a view to resolving the dispute or difference.*

17.4 *If at any stage thereafter the employer holds the view that the performance of the employee is not satisfactory, the employer will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the employee to terminate her employment in accordance with the notice period set out in the employee's contract of employment.*

17.5 *Nothing contained in this Agreement in any way limits the right of the employer to terminate the employee's contract of employment with notice for any other breach by the employee of her obligations to the employer or for any other valid reason in law.*

18. DISPUTES

- 18.1 *In the event that the employee is dissatisfied with any decision or action of the employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the employee has achieved the performance objectives and targets established in terms of this Agreement, the employee may meet with the Performance Evaluation Committee with a view to resolving the issue. At the employee's request the evaluating panel will record the outcome of the meeting in writing.*
- 18.2 *In the event that the employee remains dissatisfied with the outcome of that meeting, he/she may raise the issue in writing with the employer (municipal council) by requesting that the issue be placed on the agenda of an appropriate meeting of Council. The Council will determine a process for resolving the issue, which will involve at least providing the employee with an opportunity to state his/ her case orally or in writing. At the employee's request the Council will record its decision on the issue in writing. The decision of the Council on the issue will be made within 2 (two) weeks of the issue being raised, or as soon thereafter as possible, and will be final.*
- 18.3 *The parties hereby agree that "final" shall not limit a dissatisfied party to invoke any provisions in his/her disposal within labour and any other relevant laws.*

19. GENERAL

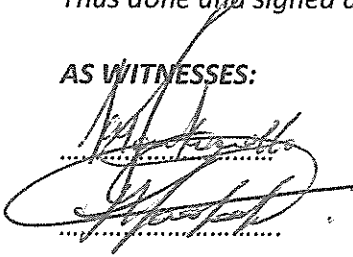
- 19.1 *The contents of the Agreement and the outcome of any review conducted, will not be confidential, and may be made available to the public by the employer, where appropriate.*
- 19.2 *Nothing in this Agreement diminishes the obligations, duties or accountabilities of the employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.*

20. ATTESTATION

The parties hereby agree having read, understood and received a copy of this agreement which contents are hereby accepted in all entireties.

Thus done and signed at Ntabankulu on this 13th of JUNE 2024

AS WITNESSES:

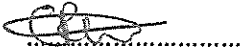


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I. Sikhulu-Nqwena
Municipal Manager

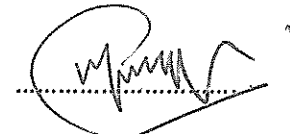
AS WITNESSES:



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DIRECTOR



PERFORMANCE PLAN

DIRECTORATE: DEVELOPMENT PLANNING

FINANCIAL YEAR 2024/2025

Employee Name	Mandisile P. Vakalisa	Authorised Supervisor: Name	Ivy Sikhulu-Nqwena
Employee Job Title	Director Development Planning	Supervisor Job Title	Municipal Manager
Employee Number	5439	Supervisor's Employee Number	5435
Employee Signature		Supervisor's Signature	
Date	13/06/2024	Date	13/June/2024

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Performance Area	Priority Area	IDP Objective Number	IDP Objective Description	Indicator	Milestone	Dyeworks	Timeline				Weight/100%				
							Annual Target & Time Frame	1st Quarter (Jan - Mar)	2nd Quarter (Apr - Jun)	3rd Quarter (Jul - Sep)		4th Quarter (Oct - Dec)			
LED	LED Agriculture	LED 01	To establish new investments, retention & expansion of existing sustainable economic growth June 2022	Formulate strategy, implement Plan and 10 workshops conducted	5 Caraballs established and 2 workshops conducted	Quantity and quality of products in the market	Community consultation with stakeholders and establishment of Caraballs structures in ward 10 and 11	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Quarterly Report	3		
		LED 02	Provide production technical support to Agricultural SMEs for commercialization	Land available, technical support and SF	Two entities engaged in irrigation systems	Quantity and quality of products in the market	Community consultation with stakeholders and establishment of Caraballs structures in ward 10 and 11	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Quarterly Report	3	
		LED 03	To empower birtly (20) General Ombudsman (10) SMEs through building capacity June 2022	Facilitate the provision of infrastructure, technical support and SF	50 SMEs supported	Empowered and sustainable SMEs supported	Community consultation with stakeholders and establishment of Caraballs structures in ward 10 and 11	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Quarterly Report	3
		LED 04	To promote tourism sector plan through unique selling products and conducting twenty campaign	Implement tourism sector plan through unique selling products and conducting twenty campaign	20 unique selling products developed	Increased number of tourists by 10%	Community consultation with stakeholders and establishment of Caraballs structures in ward 10 and 11	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Quarterly Report	3
LED	LED Tourism	LED 01	To establish new investments, retention & expansion of existing sustainable economic growth June 2022	Formulate strategy, implement Plan and 10 workshops conducted	5 Caraballs established and 2 workshops conducted	Quantity and quality of products in the market	Community consultation with stakeholders and establishment of Caraballs structures in ward 10 and 11	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Quarterly Report	3	
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		LED 03	To empower birtly (20) General Ombudsman (10) SMEs through building capacity June 2022	Facilitate the provision of infrastructure, technical support and SF	50 SMEs supported	Empowered and sustainable SMEs supported	Community consultation with stakeholders and establishment of Caraballs structures in ward 10 and 11	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Quarterly Report	3
		LED 04	To promote tourism sector plan through unique selling products and conducting twenty campaign	Implement tourism sector plan through unique selling products and conducting twenty campaign	20 unique selling products developed	Increased number of tourists by 10%	Community consultation with stakeholders and establishment of Caraballs structures in ward 10 and 11	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Report on structures and establishment of Caraballs Register	Quarterly Report	3



CORE COMPETENCY REQUIREMENTS

DIRECTORATE: DEVELOPMENT PLANNING

FINANCIAL YEAR 2024/2025

Employee Name
Employee Job Title
Employee Number
Employee Signature
Date

Mandisile P. Vakalisa
Director Development Planning

5439
[Signature]
13/06/2024

Authorised Supervisor: Name
Supervisor Job Title
Supervisor's Employee Number
Supervisor's Signature
Date

Ivy Sikhuli-Nqwena
Municipal Manager

5435
[Signature]
13/06/2024

LEADING COMPETENCIES WITH 20 DRIVING COMPETENCIES THAT COMMUNICATE WHAT IS EXPECTED FOR EFFECTIVE PERFORMANCE IN LOCAL GOVERNMENT		
LEADING COMPETENCIES	DRIVING COMPETENCIES	WEIGHT 100%
Strategic Direction and Leadership	Impact and influence	25%
	Institutional performance Management	
	Strategic Planning and Management	
	Organisational Awareness	
People Management	Human Capital Planning and Development	10%
	Diversity Management	
	Employee Relations Management	
	Negotiation and Dispute Management	
Program and Project Management	Program and Project Planning and Implementation	15%
	Service Delivery Management	
	Program and Project Monitoring and Evaluation	
	Budget Planning and Execution	
Financial Management	Financial Strategy and Delivery	10%
	Financial Reporting and Monitoring	
Change Leadership	Change Vision and Strategy	10%
	Process Design and Improvement	
	Change Impact Monitoring and Evaluation	
Governance Leadership	Policy Formulation	10%
	Risk and Compliance Management	
	Cooperative Governance	
CORE COMPETENCIES (Drivers to ensure execution of Leading competencies are at optimal level)		
	Moral Competence	4%
	Planning and Organising	3%
	Analysis and Innovation	4%
	Knowledge and Information Management	3%
	Communication	3%
	Results and Quality Focus	3%

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PERSONAL DEVELOPMENT PLAN:

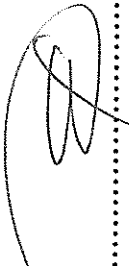
NAME & SURNAME: MANDISILE P. VAKALISA

This plan must be completed and reviewed during the planning phase of Employee Performance Management Cycle (July). The purpose is to provide opportunity for the Employee and the immediate supervisor to identify incumbent's strength, skills and competency gap. To complete this plan you need to know and understand your Department objectives, your customer's (internal and external), requirements and your key performance Indicators. The information provided should be considered in relation to the critical nature of the current position and your future career goals.

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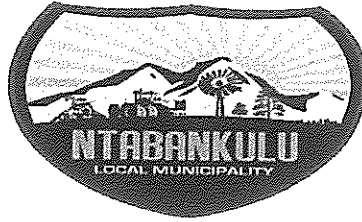
KPA CONFIRMATION	COMPETENCY IDENTIFICATION	DEVELOPMENT ACTION PLAN		TIME FRAMES	
Key Performance areas/outputs	Competencies/Skills required to achieve KPA's performance outputs	Proposed Solutions (short term)	Proposed Solutions (Long term)	Start	End
Spatial Planning	A qualification in town and regional planning	Attend capacity building, short courses in town and regional planning	Enroll a Town and Regional Planning qualification	01 Jan 2025	31 Dec 2028

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 Signature (incumbent)

.....

 Signature (Supervisor)

.....
 13/06/2024
 Date

.....
 13/June/2024
 Date



PERFORMANCE AGREEMENT: 2024/2025

Entered into by and between

NTABANKULU LOCAL MUNICIPALITY
(The Employer)

Represented by the Ivy Sikhulu-Nqwena

Duly authorized in terms of section 57 (2) (b) of the Municipal System Act, No. 32 of 2000

AND

SOLOMON MATIWANE
(The Employee)

INTRODUCTION

1. As provided in section 57(1) (a) of the Local Government Municipal Systems Act 32 of 2000, the council of **Ntabankulu Local Municipality** has entered into an employment contract with the **Director: Community Services** on a non-fixed permanent employment until reaching the age of 65.
2. Section 57 (1) (b) of the Local Government Municipal Systems Act read with the contract of employment concluded between the employer and employee and the Municipal performance Regulations for Municipal Managers and managers directly accountable to the municipal manager require that a performance contract be concluded between the parties as herein undertaken.
3. The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Municipal Manager reporting to the Honourable Mayor, to a set of actions, outputs and outcomes that will ensure the attainment of both the local government policy goals and the performance objectives of Ntabankulu Local Municipality as enshrined in the Integrated Development Plan.
4. This performance contract is entered into between **Mr. Solomon Matiwane**, the **Director: Community Services** and Ntabankulu Local municipality as represented by the Municipal Manager, I. Sikhulu-Nqwena and is based on the adopted Integrated Development plan 2024/2025 to 2027/2028 as developed in 2024 and the 2024/2025 Service Delivery Budget Implementation Plan.

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2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to:

- 2.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;*
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities.*
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);*
- 2.4 Monitor and measure performance against set targeted outputs.*
- 2.5 Use the Performance contract and Performance Plan as the basis for assessing the suitability of the Employee for continued employment and/or to*
- 2.6 Assess whether the Employee has met the performance expectations applicable to his/her job;*
- 2.7 Appropriately reward the Employee in accordance with the Employer's performance management framework in the event of outstanding performance; and*
- 2.8 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved qualitative and quantitative service delivery.*

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature hereof this Agreement shall commence from the **1 July 2024** and shall remain in force until the **30th June 2025**, whereafter a new Performance contract, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof within 1 month after the commencement of the new financial year.*
- 3.2 This Agreement shall terminate in its entirety on the termination of the Employee's contract of employment for whatever reason subject to relevant legislative prescripts.*
- 3.3 The contents of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon subject to both parties reaching an agreement.*
- 3.4 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.*

4. PERFORMANCE OBJECTIVES

- 4.1 *The Performance Plan included herein as **Annexure A**, which forms an integral part of this agreement enshrines the following (which are concluded by mutual consensus by parties based on key strategic documents of the Municipality):*
- 4.2 *The overall performance objectives and targets that must be met by the Employee including the performance indicators and weightings;*
- 4.3 *The time frames for the achievement of those performance objectives and targets;*
- 4.4 *The performance objectives shall in addition be viewed within the context and in lieu of the overall contributions to the goals and strategies set out in the Employer's Integrated Development Plan.*

5. PERFORMANCE MANAGEMENT SYSTEM.

- 5.1 *Both parties agree to participate in the performance management system that the Employer has adopted or introduced for the Municipality, Management and Municipal Staff.*
- 5.2 *Both parties hereby covenant to consult each other and arrive at a mutual agreement about the specific performance standards to be included in the performance management system.*
- 5.3 *The Municipal Manager undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to The Municipal Manager responsibilities) within the local government framework.*
- 5.4 *The criterion upon which the performance of the employee is to be evaluated is contained in annexure E and is included herein as an addendum and forms an important part of this contract.*
- 5.5 *The Employee must be assessed her performance in terms of the performance indicators(inputs/outputs/outcomes) identified in the attached Performance Plan (Annexure A)and include:*
 - 5.5.1 *The Key Performance Areas and the Leading and Core Competencies, with a weighting of 80 and 20 respectively are listed herewith as agreed between the employer and employee.*
 - 5.5.2 *The Key Performance Areas will constitute 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory*

and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (100% of Total)	Weight %
Municipal Institutional Development and Organizational Transformation	15
Basic Service Delivery	25
Local Economic Development	10
Municipal Financial Viability and Management	5
Good Governance & Public Participation	25
Total	80%

5.5.3 The table below indicated six leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.

5.5.4 The competency framework further involves six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level.

LEADING COMPETENCIES		Weight %
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional performance Management • Strategic Planning and Management • Organisational Awareness 	30%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10%
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	10%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement 	10%

	<ul style="list-style-type: none"> • <i>Change Impact Monitoring and Evaluation</i> 	
<i>Governance Leadership</i>	<ul style="list-style-type: none"> • <i>Policy Formulation</i> • <i>Risk and Compliance Management</i> • <i>Cooperative Governance</i> 	10%
CORE COMPETENCIES		Weight %
<i>Moral Competence</i>		3%
<i>Planning and Organizing</i>		5%
<i>Analysis and Innovation</i>		3%
<i>Knowledge and Information Management</i>		3%
<i>Communication</i>		3%
<i>Results and Quality Focus</i>		3%
Total		20%

6. EVALUATING PERFORMANCE

- 6.1. "Annexure E" to this Agreement sets out the standards and procedures for evaluating the employee's performance, intervals for the evaluation of employee's performance and recognition of outstanding performance (awarding of a performance bonus)
- 6.2. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (contained herein as Annexure B) as well as the actions agreed to and implementation must take place within set time frames.
- 6.3. The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.
- 6.4. The annual performance appraisal must involve–
- 6.4.1. An assessment of the achievement of results as outlined in the performance plan;
 - 6.4.2. An assessment of each Key Performance Area 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;
 - 6.4.3. A rating on the five-point scale for each Key Performance Area; and
 - 6.4.4. The use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.
- 6.5. The core competencies must be assessed–

- 6.5.1. According to the extent to which the specified standards have been met;
 - 6.5.2. With an indicative rating on the five-point scale for each Criteria; and
 - 6.5.3. By using the applicable assessment rating calculator to add the scores and calculating a final score.
- 6.6. An overall rating is calculated by using the applicable assessment rating calculator, which represents the outcome of the performance appraisal.
- 6.7. Employee performance will be based on the following rating scale for both Key Performance Indicators and core competencies
- 6.8. The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27(4)(d), (e) and (f) of the Regulations.

Level	Terminology	Description
5(150%above)	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(130-149%)	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(100%)	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(81%-99%)	Performance not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and Indicators as specified in the PA and Performance Plan.

Level	Terminology	Description
1(80% and below)	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. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or her performance agreement must be reviewed during—

Interval	Period	Evaluation deadline
First quarter	July to September	Before end October
Mid term	October to December	Before end January
Third quarter	January to March	Before end April
Annual	July-June	2 months after the issuing of the Audit Report

8.1 The reviews in the first and third quarter may be verbal if performance is satisfactory.

8.2 The reviews in the second and annual performance must be formal and the employer must keep a record of these reviews and feedback must be based on the Employer's assessment of the Employee's performance.

8.3 The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee is consulted before any such change is made.

8.4 *The work performance and performance review will not be confined and limited to the performance plan; any incidental work outside the performance plan shall be performed and evaluated accordingly.*

9. DEVELOPMENTAL REQUIREMENTS

9.1 *The Personal Development Plan (PDP) is attached herein as annexure B and forms an integral part of this agreement for addressing developmental gaps*

9.2 *Both parties hereby agree to uphold the filling of gaps identified in the PDP*

10. OBLIGATIONS OF THE EMPLOYER

The Employer shall –

- 10.1 *Create an enabling environment to facilitate effective performance by the employee;*
- 10.2 *Provide access to skills development and capacity building opportunities;*
- 10.3 *Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;*
- 10.4 *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*
- 10.5 *Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/ her to meet the performance objectives and targets established in terms of this agreement.*

11. EMPLOYEE OBLIGATIONS

11.1 *The employee is obliged to perform her functions to the best of her abilities and shall as far as is practically possible endeavour to meet the standards of performance as set out in this agreement.*

11.2 *The employee shall act in the good faith and in the best interest of the Municipality at all times*

11.3 *The employee shall be responsible for the completion or execution of the specific programs identified in her service delivery and budget implementation plans or KPA's within the timeframes agreed upon.*

11.4 *The employee shall co-operate with the employer in conducting the performance review.*

12. EMPLOYER RIGHTS

The employer shall be entitled to:

12.1 *Expect the employee to perform as agreed;*

12.2 *Alter the employee's responsibilities from time to time depending on the operational requirements of the organisation e.g. assign him/her to perform a special project not envisaged in his/her job description or service delivery and budget implementation plan.*

12.3 *Such circumstances as contemplated above shall be taken into account when the employee's performance is evaluated.*

12.4 *Take such corrective action or impose such disciplinary action or award such incentives as per policy.*

13. EMPLOYEE RIGHTS

13.1 *The employee shall be entitled to such co-operation and support as is reasonably required for him/her to perform his/her duties to the standard required of him/her.*

13.2 *In particular where a Personal Development Plan has identified a need for capacity building or training or other forms of support, the employee shall be entitled to receive same, bearing in mind relevant budgetary and other constraints which may not though be unreasonably withheld.*

13.3 *The employee shall be entitled to such corrective action remedies and/or incentives as are applicable depending on the outcome of his/her performance reviews.*

14 MANAGEMENT OF EVALUATION OUTCOMES

14.1 The following table will be used to determine the payment of performance bonus to performance contract employees:

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
101% to 129%	No reward
81% -100%	No reward
(80% and below)	Compulsory Performance Counseling

RANGE	SCORE	% Bonus
150 AND ABOVE	164 and above	14
	163	13.705
	162	13.42
	161	13.135
	160	12.85
	159	12.565
	158	12.28
	157	11.995
	156	11.71
	155	11.425
	154	11.14
	153	10.855
	152	10.57
	151	10.285
	150	10

RANGE	SCORE	% Bonus
Between 130 and 149	149	9
	148	8.6
	147	8.4
	146	8.2
	145	8
	144	7.8
	143	7.6
	142	7.4
	141	7.2
	140	7
	139	6.8
	138	6.6
	137	6.4
	136	6.2
	135	6
	134	5.8
	133	5.6
	132	5.4
	131	5.2
	130	5

- 14.1 In the case of unacceptable performance, the Employer—
- 14.2 must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 14.3 May, after appropriate performance counseling and having provided the necessary guidance and support as well as reasonable time for improvement in

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performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

15. REWARD FOR PERFORMANCE

15.1 *The annual increase will be determined by Council based on the affordability and the stipulations of the Contract of Employment and does not in any way form part of a reward for performance.*

15.2 *The payment of the reward shall be based on the period under review and results of the performance score as stipulated in annexure A and include the following:*

15.2.1 *The performance score obtained on marks by using the performance plan;*

15.2.2 *Where the external factors have a negative influence on the result of the performance, the Municipality may at its discretion decide to grant a reward.*

15.2.3 *The reward if granted, will be paid annually only after adoption by Council of the Annual Report for that financial year and after finalization of the appraisal;*

15.2.4 *The final outcome of the performance appraisal will determine the reward;*

15.3 *The rating scale shall be used for rating including the actual targets set and contained in annexure A.*

15.4 *The following formula shall be used to allocate the performance bonus after the total score has been calculated:*

15.4.1. CALCULATING THE KPA PERFORMANCE

(a) Allocate score per target per KPA

(b) Multiply each score with weight per target and per KPA

(c) Add all scores per KPA and get one actual score per KPA

(d) Add all Actual Score per KPA and get the Overall Score

(e) Multiply Overall score with 33,3, get a performance Score

(f) Convert the Performance Score into a percentage by multiply by 80% and you get the percentage

NB: SAME PRINCIPLE TO THE CCR'S

16. CONSULTATION

16.1. *Both parties to this agreement agree to consult each other in the event either party wishes to exercise a duty or function in terms of this agreement.*

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16.2. *The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 16.1, as soon as is practicable to enable the employee to take any necessary action without delay.*

17. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

17.1 *Where the employer is at any time during the employee's employment not satisfied with her performance with respect to any matter dealt with in this Agreement, the employer will give notice to the employee to attend a meeting with the Performance Evaluation Committee.*

17.2 *The employee shall have the opportunity at the meeting to satisfy the employer and the panel of the measures being taken to ensure that the employee's performance becomes satisfactory and any programme, including any dates, for implementing these measures.*

17.3 *Where there is a dispute or difference as to the performance of the employee under this agreement, the parties will confer with a view to resolving the dispute or difference.*

17.4 *If at any stage thereafter the employer holds the view that the performance of the employee is not satisfactory, the employer will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the employee to terminate her employment in accordance with the notice period set out in the employee's contract of employment.*

17.5 *Nothing contained in this Agreement in any way limits the right of the employer to terminate the employee's contract of employment with notice for any other breach by the employee of her obligations to the employer or for any other valid reason in law.*

18. DISPUTES

- 18.1 *In the event that the employee is dissatisfied with any decision or action of the employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the employee has achieved the performance objectives and targets established in terms of this Agreement, the employee may meet with the Performance Evaluation Committee with a view to resolving the issue. At the employee's request the evaluating panel will record the outcome of the meeting in writing.*
- 18.2 *In the event that the employee remains dissatisfied with the outcome of that meeting, he/she may raise the issue in writing with the employer (municipal council) by requesting that the issue be placed on the agenda of an appropriate meeting of Council. The Council will determine a process for resolving the issue, which will involve at least providing the employee with an opportunity to state his/ her case orally or in writing. At the employee's request the Council will record its decision on the issue in writing. The decision of the Council on the issue will be made within 2 (two) weeks of the issue being raised, or as soon thereafter as possible, and will be final.*
- 18.3 *The parties hereby agree that "final" shall not limit a dissatisfied party to invoke any provisions in his/her disposal within labour and any other relevant laws.*

19. GENERAL

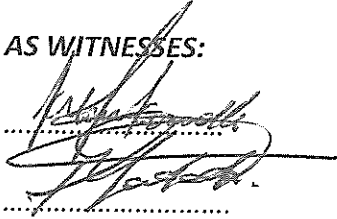
- 19.1 *The contents of the Agreement and the outcome of any review conducted, will not be confidential, and may be made available to the public by the employer, where appropriate.*
- 19.2 *Nothing in this Agreement diminishes the obligations, duties or accountabilities of the employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.*

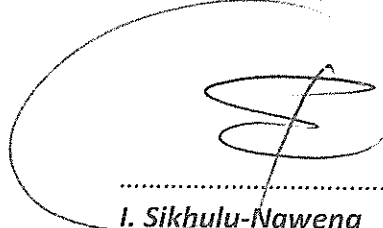
20. ATTESTATION

The parties hereby agree having read, understood and received a copy of this agreement which contents are hereby accepted in all entirety.

Thus done and signed at Ntabankulu on this 13 of JUNE 2024

AS WITNESSES:


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.....


.....
I. Sikhulu-Nqwena
Municipal Manager

AS WITNESSES:

N. Madliki
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S. Matiwane
Director: Community Services



PERFORMANCE PLAN

DIRECTORATE: COMMUNITY SERVICES

FINANCIAL YEAR: 2024/2025

Employee Name	Soleman Matwane	Authorized Supervisor Name	Ivy Sikhulu-Nqwana
Employee Job Title	Director Community Services	Supervisor Job Title	Municipal Manager
Employee Number	5438	Supervisor's Employee Number	
Employee Signature		Supervisor's Signature	
Date	13/06/2024	Date	13/June/2024

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CORE COMPETENCY REQUIREMENTS

DIRECTORATE: DIRECTOR TECHNICAL SERVICES

FINANCIAL YEAR 2023/2024

Employee Name

SOLOMON MATIWARE

Authorised Supervisor Name

Ivy Sikhulu-Nqweni

Employee Job Title

Director Community Services

Supervisor Job Title

Municipal Manager

Employee Number

Supervisor's Employee Number

5435

Employee Signature

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13/06/2024

Supervisor's Signature

[Handwritten Signature]
13/JUNE/2024

Date

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COMPETENCIES WITH 20 DRIVING COMPETENCIES THAT COMMUNICATE WHAT IS EXPECTED FOR EFFECTIVE PERFORMANCE IN LOCAL GOVERNMENT		
LEADING COMPETENCIES	DRIVING COMPETENCIES	WEIGHT 100%
Strategic Direction and Leadership	Impact and influence	30%
	Institutional performance Management	
	Strategic Planning and Management	
	Organisational Awareness	
People Management	Human Capital Planning and Development	10%
	Diversity Management	
	Employee Relations Management	
	Negotiation and Dispute Management	
Program and Project Management	Program and Project Planning and Implementation	10%
	Service Delivery Management	
	Program and Project Monitoring and Evaluation	
Financial Management	Budget Planning and Execution	10%
	Financial Strategy and Delivery	
	Financial Reporting and Monitoring	
Change Leadership	Change Vision and Strategy	10%
	Process Design and Improvement	
	Change Impact Monitoring and Evaluation	
Governance Leadership	Policy Formulation	10%
	Risk and Compliance Management	
	Cooperative Governance	
CORE COMPETENCIES (Drivers to ensure execution of Leading competencies are at optimal level)		
	Moral Competence	3%
	Planning and Organising	5%
	Analysis and Innovation	3%
	Knowledge and Information Management	3%
	Communication	3%
	Results and Quality Focus	3%

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PERSONAL DEVELOPMENT PLAN:

SOLOMON MATIWANE:

This plan must be completed and reviewed during the planning phase of Employee Performance Management Cycle (July). The purpose is to provide opportunity for the Employee and the immediate supervisor to identify incumbent's strength, skills and competency gap. To complete this plan you need to know and understand your Department objectives, your customer's (internal and external), requirements and your key performance Indicators. The information provided should be considered in relation to the critical nature of the current position and your future career goals.

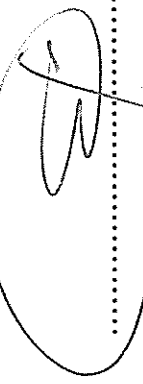
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KPA CONFIRMATION		COMPETENCY IDENTIFICATION		DEVELOPMENT ACTION PLAN		
Key Performance areas/outputs	Competencies/Skills required to achieve the KPA's performance outputs	Proposed Solutions (short term)	Proposed Solutions (Long term)	Start	End	
Institutional Development & Organizational Transformation	Advanced CPMD Course	Advanced CPMD Course	1 Year	SEPTEMBER 2024	SEPTEMBER 2025	
Basic Services	Solid Waste and Environmental Management Course	Cemetery Management Course	1 year	OCTOBER 2024	SEPTEMBER 2025	
Institutional Development & Organizational Transformation	Leadership Development Course	Monitoring and Evaluation Course	1 Year	OCTOBER 2024	SEPTEMBER 2025	

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Signature (incumbent)

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Date

13/06/2024.....
Date

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Signature (Supervisor)

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Date

13 June 2024.....
Date