

**PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN**

**THE MUNICIPALITY OF INXUBA YETHEMBA**

**AS REPRESENTED BY THE MUNICIPAL MANAGER**

**MR M.W MBEBE**

**(Herein after referred to as Employer)**

**AND**

**DIRECTOR: CORPORATE SERVICES**

**MR S.J. DAYI**

**(Herein after referred to as Employee)**

**FOR THE FINANCIAL YEAR:**

**01 AUGUST 2022 – 30 JUNE 2023**

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## 1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of Section 57(1) (a) of the Local Government Municipal Systems Act, 32 of 2000 (The Systems Act) as amended. The Employer and Employee are hereinafter referred as "the Parties".
- 1.2 Section 57(1) (b) of the Systems Act, read with the contract of employment concluded between the parties, requires the Parties to conclude an annual performance agreement. The parties hereby agree to have this contract developed in terms of the Local Government Performance Regulations for Municipal Managers and Managers directly accountable to the Municipal Managers;
- 1.3 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will promote Local Government goals.
- 1.4 The parties wish to ensure there is compliance with Section 57(4)(b) and 57(5) of the Systems Act;
- 1.5 This performance agreement is between DIRECTOR Corporate Services and Municipal Manager. The performance agreement is for the 2022/2023 financial year only. The expected performance reflected in this agreement is based on the Integrated Development Plan for 2022/2023 and the 2022/2023 Service Delivery and Budget Implementation Plan and annual budget which have been adopted as the working documents of Inxuba Yethemba Municipality and therefore, shall be the basis of the performance assessment;
- 1.6 In this Agreement the following terms will have the meaning ascribed thereto:
  - 1.6.1 this "Agreement" – means the performance agreement between the Employer and the Employee and the Annexures thereto;
  - 1.6.2 the "Employer" means Inxuba Yethemba Local Municipality;
  - 1.6.3 the "Employee" means the Municipal Manager appointed in terms of Section 82 of the Municipal Structures Act;
  - 1.6.4 the "Parties" mean the Employer and Employee

## 2. PURPOSE OF THIS AGREEMENT

- 2.1 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;
- 2.2 To specify accountabilities set out in the Performance Plan (Annexure A)
- 2.3 To monitor and measure performance against set targeted outputs and outcomes;
- 2.4 To establish a transparent and accountable working relationship;
- 2.5 To appropriately reward the Employee in accordance with Section 11 of this Agreement;
- 2.6 To give effect to the Employer's commitment to a performance orientated relationship with the Employee in attaining improved service delivery

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### 3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on 01 August 2022 and will remain in force until 30 June 2023 whereafter a new Performance Agreement shall be concluded between the Parties for the new financial year or any portion thereof;
- 3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31<sup>st</sup> July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

### 4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan sets out:
  - 4.1.1 the performance objectives and targets that must be met by the Employee;
  - 4.1.2 the time frames within which those performance objectives and targets must be met;
  - 4.1.3 the core competency requirements (Annexure B) as the management skills regarded as critical to the position held by the Employee;
- 4.2 The performance objectives and targets reflected and targets in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan and the Budget of the Employer and shall include:
  - 4.2.1 key objectives that describe the main tasks that need to be done;
  - 4.2.2 key performance indicators that provide details of the evidence that must be provided to show that a key objective has been achieved;
  - 4.2.3 target dates that describe the timeframe in which the targets must be achieved; and
  - 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 4.4 The Employee's performance will, in addition, be measured in terms of the contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

### 5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the Employees of the Employer;
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employees and service providers to perform to the standards required;

- 5.3 The Employer will consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas (including special projects relevant to the Employee's responsibilities) within the Local Government framework;
- 5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of the two (2) components, Operational Performance and Core Competency Requirements (CCRs), both of which shall be contained in the Performance Agreement;
- 5.6 The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, which are linked to the KPAs and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and the Employee:

KPA No	KEY PERFORMANCE AREAS	Weight
1	Basic Service Delivery and Infrastructure	0
2	Local Economic Development	10
3.	Municipal Transformation and Institutional Development	65
4	Good Governance and Public Participation	15
5	Municipal Financial Viability and Management	10
TOTAL		100%

- 5.7 The CCRs will make up the other 20% of the Employee's assessment score. CCRs that are deemed to be most critical for the Employee's specific job are reflected in the list below as agreed to between the Employer and Employee:

CCR No	CORE COMPETENCY REQUIREMENTS	Weight
1	Strategic Capability and Leadership	10
2	Programme and Project Management	10
3	Financial Management	10
4	Change Management	10
5	Knowledge Management	10
6	Service Delivery Innovation (SDI)	10
7	Problem Solving and Analysis	5
8	People and Diversity Management	10
9	Client Orientation and Customer Focus	10
10	Communication	10
11	Accountability and Ethical Conduct	5
TOTAL		100%

## 6. PERFORMANCE ASSESSMENT

- 6.1 The Performance Plan (Annexure A) to this Agreement set out-

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4 | Page  
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- 6.1.1 the standards and procedures for evaluating the Employee's performance; and
- 6.1.2 the intervals for evaluation of the Employee's performance
- 6.2 Despite the establishment of agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any stage while the contract of employment remains in force;
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set timeframes;
- 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.12 below:
- 6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;
- 6.6 Assessment of the achievement of results as outlined in the performance plan:
  - 6.6.1 each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;
  - 6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;
  - 6.6.3 The Employee will submit her self-evaluation to the Employer prior to the formal assessment;
  - 6.6.4 In the instance where the Employee could not perform due to reasons outside the control of the Employer and Employee, the KPI will not be considered during the evaluation. The Employee should provide sufficient evidence in such instances; and
  - 6.6.5 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.7 Assessment of the CCRs
  - 6.7.1 Each CCR shall be assessed according to the extent to which the specified standards for the required proficiency level have been met;
  - 6.7.2 A rating on the five-point scale shall be provided for each CCR which will then be multiplied by the weighting to calculate the final score;
  - 6.7.3 Each CCR will be assessed in terms of the definitions provided (Annexure B) on a 360 degree basis during the mid-year and year-end reviews and will inform the final score awarded by the Evaluation Committee. 360 degree means that the Employee's peers and managers reporting to her will assess her CCRs; and
  - 6.7.4 An overall score will be calculated based on the total of the individual scores calculated above;
- 6.8 Overall Rating
  - 6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.4 above; and
  - 6.8.2 Such overall rating represents the outcome of the performance appraisal

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6.9 The assessment of the performance of the Employee will be based on the following rating scale for KPIs and CCRs.

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

6.10 For purposes of evaluating the performance of the Employee for the mid-year and year-end reviews, an Evaluation Panel constituted of the following persons will be established:

- 6.10.1 Municipal Manager of Inxuba Yethemba Municipality
- 6.10.2 Municipal Manager from another municipality
- 6.10.3 Audit Committee member (Chairperson)
- 6.10.4 Member of the Executive Committee
- 6.10.5 Ward Committee member

6.11 The assessment panel will evaluate the performance of the Employee as at the end of the second (2nd) and fourth (4th) quarters; and

- 9.1.4 on the request of the Employee, delegate such powers reasonably required by the Employee to enable her to meet the performance objectives and targets established in terms of this Agreement; and
- 9.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time assisting her to meet the performance objectives and targets established in terms of this Agreement

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of its powers will have amongst others-

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

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

11. REWARD

11.1 The evaluation of the Employee's performance will form the basis for indicating outstanding performance or correcting unacceptable performance;

11.2 The performance bonus will be rated as follows:  
Performance rating:

0% - 45%	poor performance
46% - 55%	average performance
56% - 65%	fair performance
66% - 75%	good performance
76% - 100%	excellent performance

11.3 The Performance bonus will be paid as follows:

- 130%-149% is awarded a performance bonus ranging from 5%-9% of total remuneration package
- 150% and above is awarded a performance bonus ranging from 10% -14% of total remuneration package

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

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12.3 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; and

12.4 In the case of unacceptable performance, the Employer shall-

12.4.1 provide systematic remedial or developmental support to assist the Employee to improve her performance; and

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

### 13. DISPUTE RESOLUTION

13.1 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, within seven (7) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;

13.2 If the Parties cannot resolve the issues within ten (10) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within thirty (30) business days; and

13.3 In the event that the mediation process contemplated above fails, the relevant clause of the contract of employment shall apply

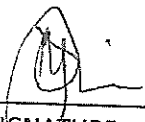
### 14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of the Performance Plan may be made available to the public by the Employer; and

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

THUS DONE AND SIGNED AT CRADOCK ON THE 01 DAY OF 09 2022

AS WITNESSES

  
SIGNATURE

  
SIGNATURE

  
DIRECTOR CORPORATE SERVICES:

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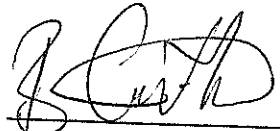


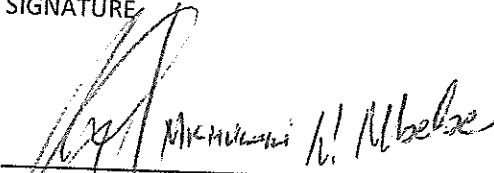
FOR AND ON BEHALF OF THE INXUBA YETHEMBA MUNICIPALITY

THUS SIGNED AT Cradock ON THE 19 DAY OF 09 2022

AS WITNESSES

  
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MUNICIPAL MANAGER

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**PERFORMANCE PLAN: 2022/2023****MR S.J. DAYI****INXUBA YETHEMBA LOCAL MUNICIPALITY**

This Performance Plan defines the Council's expectations and legal prescribes that the Municipal Manager must at all material times comply and uphold in accordance with the Performance Agreement to which this document is attached. Section 57(5) of the Municipal Systems Act and the Performance Regulations gazetted in Notice Number 805 provides that performance objectives and targets must be based on the Key Performance Indicators enshrined in the Municipality's Integrated Development Plan and determined in agreement with the Mayor (as representative of Council).

The following are three (3) parts to this performance plan, which are:

1. Scorecard detailing IDP goals (Key Performance Areas) and their related key performance indicators, weightings and target dates
2. Core Competency Requirements
3. Personal Development Plan

**STATEMENT ON PURPOSE OF POSITION**

To perform all the duties and functions of the Director: Corporate Services as required by the relevant legislation or reasonably stipulated by the Municipal Manager, to be accountable for the execution of all the resolutions of the Municipality, the coordination of all the activities of the municipality, to be accountable for the general supervision, control and efficiency of the Directorate of Corporate Services and to ensure compliance with all of the key performance areas as set out in the contract of employment between the Council, as represented by the Municipal Manager and the Director: Corporate Services.

**PERFORMANCE REVIEW PROCEDURE**

A performance review will be held on a quarterly basis with a formal performance review in December/January and in June/July after the end of the financial year with the understanding that review in the first and third quarter may be verbal if performance is satisfactory.

The Municipal Manager may request input from agendas, minutes and "customers" on the Director's performance throughout the review period. This may be done through discussion or by asking "customers" to complete a rating form to submit to the Evaluation Panel for consideration. Customers are people who are able to comment on the Director's performance since they have worked closely with her on some or all aspects of her job.

The Director: Corporate Services should prepare for quarterly performance evaluation by providing a brief description of achievements, including reference to evidence, supporting documentation (documents, reports and/or resolutions with dates of submission) in the relevant column in the KPA scorecard below. Achievement should be reported on cumulatively

The Director: Corporate Services will provide a rating for herself for the final assessment against the agreed objectives in the column provided in the KPA Scorecard.

The Director: Corporate Services and the Evaluation Panel should meet to conduct formal performance rating and agree on final score. It may be necessary to have two (2) meetings, that is, give the Director: Corporate Services scores and allow her time to consider them before final agreement. In the event of disagreement, the Evaluation Panel has the final say with regard to the final score that is given.

The Evaluation Panel should provide ratings of the Director's performance against agreed objectives as a result of portfolio of evidence and/or comments and input.

Initially the scoring should be recorded on the scorecard then transferred onto the consolidated score sheet.

Any reason for non-compliance should be recorded during the review session by keeping of minutes of the review session.

The assessment of the performance of the Director: Corporate Services will be based on the rating scale for KPAs as set out in the Performance Agreement.

Only those items relevant for the review period in question should be scored.

The assessment of the performance of the Director: Corporate Services on the applicable CCRs will be based on the rating scale as reflected in Section 4 of the Performance Plan.

The Honourable Mayor and Municipal Manager should prepare and agree on a Personal Development Plan for addressing developmental gaps.

The Municipal Manager and Director: Corporate should set new objectives, targets, performance indicators, weightings and dates for the following financial year.

Poor work performance will be dealt with in terms of Regulation 32 (3) of the Performance Regulations.

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**FUNCTIONAL ALIGNMENT OF THE INDIVIDUAL PERFORMANCE SCORECARD TO THE IDP**

The IDP of the Inxuba Yethemba Municipality for the 2022/23 financial year is aligned to the prescribed Key Performance Areas:

1. Good Governance and Public Participation
2. Basic Service Delivery
3. Local Economic Development
4. Institutional Development and Transformation
5. Financial Viability and Management

All Directorates within the organisation are accountable for the successful fulfilment of the IDP specific programmes listed under each of the above KPAs. The Director: Corporate Services is directly accountable for the following programmes directly linked to the IDP for 2022/2023 as indicated in the IDP column of the scorecard.

**1. KEY PERFORMANCE AREA SCORECARD**

IDPREF	IYM Development Objective	KPI	Activity Description	Base Line	Weight	PT FY	PT Q1	PT Q2	PT Q3	PT Q4
						KPA 1 : SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT = 0%				
IDPREF	IYM Development Objective	KPI	Activity Description	Base Line	Weight	PT FY	PT Q1	PT Q2	PT Q3	PT Q4
2223.1.10.1	Promote economic development	number employment contracts signed through EPWP	Signing of employment contracts by EPWP Workers	109	10%	109	109	0	0	0
KPA 2: LOCAL ECONOMIC DEVELOPMENT = 10%										

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IDPREF	IYM Development Objective	work opportunities	KPI	Activity Description	Base Line	Weight	PT FY	PT Q1	PT Q2	PT Q3	PT Q4
<b>KPA 3: GOOD GOVERNANCE AND PUBLIC PARTICIPATION: 15%</b>											
2223.5.7.1	To ensure effective municipal governance in line with applicable legislation	Number of policies, strategies, bylaws developed and/reviewed	Compilation and submission of documentation relating to new/ amended policies strategies, and bylaws	5	15%	10	0	0	0	0	10
IDPREF	IYM Development Objective	KPI	Activity Description	Base Line	Weight	PT FY	PT Q1	PT Q2	PT Q3	PT Q4	
<b>KPA 4: MUNICIPAL TRANSFORMATION AND DEVELOPMENT = 65%</b>											
2223.5.2.3	improve institutional ict capacity	number of critical weekly data backups	ensure critical data backups	52	10%	52	13	13	13	13	
2223.5.2.4		Number of ICT Systems with uptime of 95 percent	ensure ICT Systems uptime of 95 percent. measured per quarter	20	10%	5	1	1	1	2	
2223.5.4.1	ensure knowledge dissemination and compliance with occupational health and safety regulations	number of occupational health and safety inspections	identify hazards in department on their sections and	2	10%	3	0	1	1	1	

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		to be conducted	recommend action thereafter																	
2223.5.5.3	create work environment in which employees are adequately	number of employees receiving psychosocial support from the eap	report on the number of staff members receiving psychosocial support	30	10%															
2223.5.5.7	create work environment in which employees are adequately informed and educated on their well-being	Number employees assistance policy programme implemented	Report on the number of staff member receiving (Psychological, Socio-economic and Physical Workshop)	30	10%															
2223.5.8.1	institutional development	number of staff that have undergone a skills audit (including competency profiles) within the current 5 year term (cogta)	Cogta kpi. skills audit report focussed on staff members over a 5 year period	1	10%															
2223.5.8.2	institutional development	Number of officials and	training based on skills audit	1	10%															
				30																
				1																
				0																
				10																
				10																
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IDPREF	IYM Development Objective	KPI	Activity Description	Base Line	Weight	PT FY	PT Q1	PT Q2	PT Q3	PT Q4
		councillors trained as per the approved workplace skills plan		30	5%					
<b>KPA 5: FINANCIAL VIABILITY AND MANAGEMENT = 10%</b>										
2223.1.1.4	Institutional Transformation - Cash Flow	Number of SMME invoices processed within 10 days of receipt and submit to BTO for payment	Processing of invoices and submit to BTO for final payment	0	5%	4	1	1	1	1
2223.1.4.7	Institutional Transformation - Cash Flow	Percentage of submission of information requested by AG for 2021.2022 audit	Address auditor general findings (RFIs)	100	5%	100	0	100	0	0

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PERSONAL DEVELOPMENT PLAN

NAME: MR S.J. DAVI

EMPLOYEE NUMBER:


JOB TITLE: DIRECTOR CORPORATE SERVICES

DIRECTORATE: CORPORATE SERVICES

DATE: 01 AUGUST 2022

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SKILLS / PERFORMANCE GAPS	EXPECTED OUTCOMES	SUGGESTED TRAINING AND/ OR DEVELOPMENT ACTIVITY	SUGGESTED MODE OF DELIVERY	SUGGESTED TIMEFRAMES	WORK OPPORTUNITY CREATED TO PRACTICE SKILL / DEVELOPMENT AREA	SUPPORT PERSON
Policy Formulation	Ability to formulate relevant and legally responsive and sound policies for the municipality	Post Graduate Diploma In Public Management and Development	Fully on-line	January 2023 – June 2024	Policy analyst	Wits School of Governance

SIGNATURE: S.J.DAVI  
  
 DIRECTOR: CORPORATE SERVICES

SIGNATURE: M. W. MBEBE  
  
 MUNICIPAL MANAGER