

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN



**RAYMOND
MHLABA
MUNICIPALITY**

UMANYANO KUPHUTHULESO

**RAYMOND MHLABA LOCAL MUNICIPALITY AS
REPRESENTED BY THE MUNICIPAL MANAGER,**

UNATHI. T MALINZI

AND

NOSIPHIWE SPEELMAN

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE PERIOD 01 SEPTEMBER 2023 TO 30 JUNE 2024

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The **RAYMOND MHLABA** Municipality herein represented by Unathi T Malinzi **in her** capacity as **THE MUNICIPAL MANAGER** (hereinafter referred to as the **Employer** or **Supervisor**)

And **Nosiphiwe Speelman** Employee of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

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 the Employee are hereinafter referred to as “the Parties”.**
- 1.2 Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the Parties; require the Parties to conclude an annual performance agreement.
- 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 secure local government policy goals.
- 1.4 The Parties wish to ensure that there is compliance with Sections 57(4A), (4B) and (5) of the Systems Act.
- 1.5 In this Agreement the following words will have the meaning ascribed thereto:
 - “this Agreement” - means the performance agreement between the **Employer** and the **Employee** and the annexures thereto.
 - “the Executive Authority” - means the Mayoral Committee/ Executive Committee of the Municipality constituted in terms of Section 55 of the Local Government: Municipal Structures Act as represented by its chairperson, the Mayor.
 - “the Director” – means the Head of Department directly accountable to the Municipal Manager in terms of Section 56(a) of the Local Government: Municipal Systems Act, No 32 of 2000.
 - “the Municipal Manager” – means the Municipal Manager appointed in terms of Section 82 of the Local Government: Municipal Structures Act, No. 117 of 1998.
 - “the Municipality” – means the **Raymond Mhlaba Local Municipality**
 - “the Parties” - means the **Employer** and the **Employee**.

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2. PURPOSE OF THIS AGREEMENT

- 2.1 The Parties agree that the purposes of this Agreement are to:
- 2.1.1. 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;
 - 2.1.2. specify objectives and targets established for the Employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
 - 2.1.3. specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
 - 2.1.4. monitor and measure performance against targeted outputs and outcomes;
 - 2.1.5. use the performance agreement as the basis for assessing whether the employee has met performance expectations applicable to his or her job;
 - 2.1.6. appropriately reward the employee in accordance with the Municipality's performance management policy in the event of outstanding performance;
 - 2.1.7. establish a transparent and accountable working relationship; and
 - 2.1.8. give effect to the Municipality's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature this Agreement will commence on the 1st of September 2023 and will remain in force until 30 June 2024 thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between parties for the next financial year or any portion thereof.
- 3.2 The Parties will review the provisions of this Agreement every three months. The Parties will conclude a new performance agreement including a Performance Plan and Personal Development Plan that replaces this Agreement every three months.
- 3.3 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter annual performance assessment as informed by the quarterly performance assessments. Should the Employee be entitled to a bonus, this will be paid out after approval by Council and not later than sixty (60) days thereafter in the Employee's salary for a month that shall be applicable.
- 3.4 The payment of a performance bonus for the year in which the Employee's contract of employment expires will be done as set out in clause 3.3 and the bonus so determined will be paid to the Employee on the last day of his/her employment or not later than 30 days thereafter.

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- 3.5 In the event of the Employee commencing or terminating his services with the Municipality during the validity period of this Agreement, the Employee's performance for the portion of the period referred to in clause 3.1 during which he was employed, will be evaluated and he will be entitled to a pro rata performance bonus based on his evaluated performance and the period of actual service.
- 3.6 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon by the Parties.
- 3.7 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.
- 3.8 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan in **Annexure A** sets out:
- 4.1.1 the performance objectives and targets which must be met by the Employee; and
 - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The Personal Development Plan in **Annexure B** sets out the Employee's personal developmental requirements in line with the objectives and targets of the Municipality.
- 4.3 The Core Management Competencies reflected sets out those management skills regarded as critical to the position held by the Employee.
- 4.4 The performance objectives and targets reflected in **Annexure A** are set by the Municipality in consultation with the Employee and based on the Integrated Development Plan and the budget of the Municipality, and include key objectives, key performance areas, target dates and weightings.
- 4.5 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the time frame in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.6 The Employee's performance will, in addition, be measured in terms of contributions to the development objectives and strategies set out in the Municipality's Integrated Development Plan.

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5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the municipal management and municipal staff of the Municipality.
- 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 municipal management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 5.4 The Employee undertakes to actively focus towards the promotion and implementation of his/her Key Performance Areas as set out in **Annexure A** including special projects relevant to the Employee’s responsibilities within the local government framework.

6. PERFORMANCE ASSESSMENT

- 6.1 The performance of the Employee will be assessed against the outputs and outcomes achieved in terms of his/her Key Performance Areas (KPAs) as fully described in Annexure A and his/her Core Management Competencies (CMCs) determined at the commencement of this Agreement with a weighting of 80:20 allocated to the KPAs and CMCs respectively. Therefore the KPAs that refer to the main tasks of the Employee account for 80% of his/her assessment while the CMCs make up the other 20% of the Employee’s assessment score.
- 6.2 The weightings agreed to in respect of the Employee’s KPAs attached as Annexure A are set out in the table below:

KEY PERFORMANCE AREAS (KPAS) (80%)	WEIGHT
KPA 1: Institutional Development and Transformation	10
KPA 2: Service Delivery and Infrastructure Provision	60
KPA 3: Local Economic Development	0
KPA 4: Financial Viability and Management	10
KPA 5: Good Governance and Public Participation	20
Total	100

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6.3 The weightings agreed to in respect of the CMCs considered most critical for the Employee's position and further defined in Annexure C are set out in the table below:

Core Competency Requirements from Regulations (2014): 20%					
COMPETENCY FRAMEWORK FOR SENIOR MANAGERS					
LEADING COMPETENCIES		Achievement Levels	Weight	HOD's Achievement Level	Municipal Managers Score Level
Strategic Direction and Leadership	• Impact and Influence	Basic	8.4		
	• Institutional Performance Management	Competent			
	• Strategic Planning and Management	Advanced			
	• Organisational Awareness	Superior			
People Management	• Human Capital Planning and Development	Basic	8.4		
	• Diversity Management	Competent			
	• Employee Relations Management	Advanced			
	• Negotiation and Dispute Management	Superior			
Programme and Project Management	• Program and Project Planning and Implementation	Basic	8.4		
	• Service Delivery Management	Competent			
	• Program and Project Monitoring and Evaluation	Advanced			
		Superior			
Financial Management	• Budget Planning and Execution	Basic	8.3		
	• Financial Strategy and Delivery	Competent			
	• Financial Reporting and Monitoring	Advanced			
		Superior			
Change Leadership	• Change Vision and Strategy	Basic	8.3		
	• Process Design and Improvement	Competent			
	• Change Impact Monitoring and	Advanced			

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	Evaluation				
	•	Superior			
Governance Leadership	• Policy Formulation	Basic	8.4		
	• Risk and Compliance Management	Competent			
	• Cooperative Governance	Advanced			
		Superior			

CORE COMPETENCIES:

	Achievement Levels	Weight	HOD's Achievement Level	Municipal Managers Level	Score
Moral Competence	Basic	8.3			
	Competent				
	Advanced				
	Superior				
Planning and Organising	Basic	8.3			
	Competent				
	Advanced				
	Superior				
Analysis and Innovation	Basic	8.3			
	Competent				
	Advanced				
	Superior				
Knowledge and Information Management	Basic	8.3			
	Competent				
	Advanced				
	Superior				
Communication	Basic	8.3			
	Competent				
	Advanced				
	Superior				
Results and Quality focus	Basic	8.3			
	Competent				
	Advanced				
	Superior				
Total		100%			

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6.4 The assessment of the performance of the Employee will be based on the following levels for KPAs and CMCs:

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

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6.5 To determine which rating on the five-point scale did the Director achieve for each KPA the following criteria should be used:

Duration of task	- Was the target achieved within the projected time frame?
Level of complexity	- Required problem solving - Reconciling different perceptions - Innovative alternatives used
Cost	- within budget - saving - overspending
Constraints	- Did envisaged constraints materialise? - If so, were steps taken to manage/reduce the effect of the constraint? - If not, did it beneficially affect the completion of the target? - Any innovative/pro-active steps to manage the constraint

6.6 Annexure “B” may be used as the basis for progress discussions by the Municipality.

7. PANEL AND SCHEDULE FOR PERFORMANCE ASSESSMENTS

7.1 An assessment panel consisting of the following persons will be established:

7.1.1 Municipal Manager;

7.1.2 Chairperson of the Performance Audit Committee or the audit committee in the absence of a performance audit committee;

7.1.3 Member of the Mayoral or Executive Committee or in respect of a plenary type municipality, another member of Council; and

7.1.4 Municipal Manager from another municipality

7.2 The performance of the Employee will be assessed in relation to his/her achievement of:

7.2.1 The targets indicated for each KPA in Annexure A; and

7.2.2 The CCRs as defined in clause 6.3 of this agreement

On a date to be determined for each of the following quarterly periods:

1st Quarter (July to September): **October 2023**

2nd Quarter (October to December): **January 2024**

3rd Quarter (January to March): **April 2024**

4th Quarter (April to SEPTEMBER): **July 2024**

7.3 Assessments in the first and third quarter may be verbal if the Employee’s performance is satisfactory.

7.4 The Municipality will keep a record of the mid-year and annual assessment meetings.

7.5 The Municipality **may** appoint an external facilitator to assist with the annual assessment.

8. EVALUATING PERFORMANCE AND MANAGEMENT OF EVALUATION OUTCOMES

8.1 The Employee will submit quarterly performance reports and a comprehensive annual performance report prior to the performance assessment meetings to the Employer

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- 8.2 The Employer will give performance feedback to the Employee after each quarterly and the annual assessment meetings.
- 8.3 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 8.4 At the end of the 4th quarter, the Executive Authority will determine if the Employee is eligible for a performance bonus as envisaged in his/her contract of employment based on the bonus allocation set out in clause 8.11 of this agreement.
- 8.5 The results of the annual assessment and the scoring report of the Employee for the purposes of bonus allocation, if applicable, will be submitted to the Executive Authority for a recommendation to the full Council.
- 8.6 A fully effective assessment score will render the Employee eligible to be considered for a performance related increase (pay progression) as envisaged in his/her contract of employment provided the Employee has completed at least 12 months continuous service with the Municipality at his/her current remuneration package on the 30th of JUNE.
- 8.7 Personal growth and development needs identified during any performance assessment discussion, must be documented in the Employee's Personal Development Plan as well as the action steps and set time frames agreed to.
- 8.8 Despite the establishment of agreed intervals for assessment, the Employer may, in addition, review the Employee's performance at any stage while his/her contract of employment remains in force.
- 8.9 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 8.10 The provisions of Annexure "A" may be amended by the Executive Authority when the Municipality's performance management system is adopted, implemented and/or amended as the case may be subject to clause 5.3.
- 8.11 The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

8.11.1 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that -

- (a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%;
and
- (b) a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

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9. OBLIGATIONS OF THE MUNICIPALITY

- 9.1 The Municipality will create an enabling environment to facilitate effective performance by the Employee.
- 9.2 The Employee will be provided with access to skills development and capacity building opportunities.
- 9.3 The Municipality will work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee.
- 9.4 The Municipality will make available to the Employee such resources including employees as the he/she may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Employee to ensure that he/she complies with those performance obligations and targets.
- 9.5 The Employee will, at his/her request, be delegated such powers by the Municipality as may in the discretion of the Municipality be reasonably required from time to time to enable him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee within a reasonable time where the exercising of the Employer's powers will –
- 10.1.1 have 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;
 - 10.1.3 have a substantial financial effect on the Municipality.
- 10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable, to enable the Employee to take any necessary action without delay.

11. CONSEQUENCE OF UNACCEPTABLE OR POOR PERFORMANCE

The management of poor performance should be seen as a corrective process, focusing on addressing issues that led to poor performance related problems. The process to be followed in addressing poor performance of both the municipal manager and section 56 managers is contained in Regulations 16 of the Local Government: Disciplinary Regulations for Senior Managers and shall be adhered to.

- 11.1 Where the Employer is, at 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 with the Employer.

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- 11.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that the Employee's performance becomes satisfactory in accordance with a documented programme, including any dates, for implementing these measures.
- 11.3 The Municipality will provide systematic remedial or developmental support to assist the Employee to improve his/her performance.
- 11.4 If, after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer holds the view that the performance of the Employee is not satisfactory, the Municipal Council will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Employee, to terminate the Employee's employment in accordance with the notice period set out in the his/her contract of employment.
- 11.5 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.
- 11.6 Nothing contained in this Agreement in any way limits the right of the Municipality to terminate the Employee's contract of employment with or without notice for any other breach by the Employee of his obligations to the Municipality or for any other valid reason in law.

12. DISPUTES

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

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

12.1.2 Any other person appointed by the MEC

12.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27 (4) (e) of the Municipal Performance Regulations 2006, within thirty (30) days of receipt of a formal dispute from the employee

whose decision shall be final on both parties.

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

13. GENERAL

- 13.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential, and may be made available to the public by the Municipality, where appropriate.

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13.2 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.

Signed at Fort Beaufort on this 1st day of September 2023



As Witnesses:


1. 


Ms Nosiphiwe Speelman
Director Community Services

Signed at Fort Beaufort on this 5 day of September 2023

As Witnesses:

1. 
2. 


Municipal Manager of the Raymond Mhlaba
Local MUNICIPALITY

ANNEXURE A

**DIRECTOR COMMUNITY SERVICE
PERFORMANCE PLAN**

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1. Purpose

The performance plan defines the Council's expectations of Director Community Service performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and SDBIP, as reviewed annually.

2. Objective

Local

Government

The following objectives of Local Government informed the IDP of the Raymond Mhlaba Local Municipality and will inform the Senior Manager's performance against set performance indicators.

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development
- 2.4 Promote a safe and healthy environment
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government

3. Scorecard of Director Community Services

The municipality approved the strategic objectives in the IDP of 2023-2024. The targets to achieve the objectives for the financial year 2023/2024 were defined in the approved SDBIP of 2023/ 2024. The Acting Director is required to ensure that all targets, programmes and projects as committed on the IDP and SDBIP are delivered according to the commitments of the Executive Committee and Council.

A key principle is that owner departments must lead all the programmes allocated to them in the SDBIP, and ensure that contributor departments contribute, comply and report.

The scorecard of Director Community Services is up of the following:

The Performance Plan set out:

Key Performance Areas that are employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe;

Core competencies required from employees prescribed in the Performance Regulation for Municipal Managers and Managers Directly accountable to the Municipal Manager, R805 of 2006.

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The employee's assessment will be based on his/her performance in terms of the outputs/ outcomes (performance indicators) identified as per the performance plan which are linked to the National KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employees.

KPA's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.

Key performance Areas (KPA's)	Weighting	Core Competency Requirements	Weighting
Municipal Transformation & Institutional Development		Strategic Leadership and Management	
Basic Service Delivery		Programme and Project Management	
Local Economic Development		Financial Management	
Municipal Financial Viability & Management		Change Management	
Good Governance & Public Participation		Knowledge Management	
		Problem Solving and Analytical Thinking	
		People and Diversity Management	
		Client Orientation and Customers Care	
		Service Delivery Innovation	
		Communication Accountability	
Total	Total	Total	Total

The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCRs

Category	Colour	Explanation
KPI's Not Met/ Unacceptable performance	1	Performance does not meet the standard expected for the job. The review/ assessment indicate that their 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.
KPI's Almost Met/ Not Fully Effective	2	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 indicate 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.
KPI's Met/ Fully Effective	3	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.
KPI's Well Met/ Performance significantly above expectations	4	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.
KPI's Extremely Well Met/ Outstanding Performance	5	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.

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I Nsiphwe Speelman..... hereby accept this plan as a basis of monitoring and evaluating my performance during the 2023/2024 financial year. I accept that the indicators and targets as presented in the performance plan are accurate and that I have been given the opportunity to provide inputs in their development.



Signature

01/09/2023

Date

I U.T. MALINZI..... the Municipal Manager of Raymond Mhlaba Local Municipality approve the performance Plan in terms of the requirements of the Local Government: Municipal Planning and Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers of 2006.



Signature

01/09/2023

Date

ANNEXURE B

PERSONAL DEVELOPMENT PLAN

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Skills Performance Gap	Outcomes Expected	Suggested training and/or development activity	Suggested mode of delivery	Suggested Frames	Time	Work opportunity created to practice skill/development area	Support Person
1.							
2.							
3.							



Signed and accepted by the Employee

01/09/2023

Date



Signed by the Municipal Manager on behalf of the Municipality

05/09/2023

Date