

**PERFORMANCE AGREEMENT
MADE AND ENTERED INTO BY AND
BETWEEN:
NGQUSHWA LOCAL MUNICIPALITY
AS REPRESENTED BY**

**MR. NDODA MGONGO
MUNICIPAL MANAGER**

AND

**MR. SIYASANGA NDAKISA
CFO**

THE EMPLOYEE OF THE MUNICIPALITY

**FOR THE FINANCIAL YEAR:
1 JULY 2022 – 30 JUNE 2023**

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ENTERED INTO BY AND BETWEEN:

The Ngqushwa Municipality herein represented by **MR. NDODA MGENGO** in her capacity as the Municipal Manager (hereinafter referred to as the **Employer**)

and

MR. SIYASANGA NDAKISA; the CFO 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"). 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, requires 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(4) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 2.1 comply with the provisions of Section 57(1)(b), (4B) and (5) of the Act as well as the employment contract entered into by between the parties;
- 2.2 specify objectives and targets defined and agreed with 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, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountability as set out in a performance plan, which forms an annexure to the Performance Agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.



3. COMMENCEMENT AND DURATION

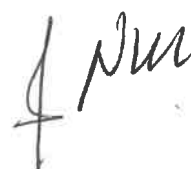
- 3.1 This Agreement will commence on the **1 July 2022** and will remain in force until **30 June 2023 thereafter** a new Performance Agreement; Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement in each quarter. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by no later than beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The performance Plan (Annexure A) sets out-
- 4.1.1 the performance objectives and targets that 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 performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include; key performance indicators; target dates and weightings.
- 4.2.1 The key objectives describe the main tasks that need to be done.
 - 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 The **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the Employer, management and municipal staff of the **Employer**.
- 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 **Employer**, 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 the KPAs (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 two components, both of which shall be contained in the Performance Agreement.

5.5.1 The **Employee** will be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.

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

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

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 (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings below agreed to between the **Employer** and the **Employee**:

Key Performance Areas (KPA's)	Weighting
Quality Basic Services and Infrastructure Development	10
Institutional Development and Design	10
Local Economic Development (LED) and Spatial Management	10
Financial Viability and Management	50
Good Governance and Public Participation	20
Total	

5.7 Key performance areas related to the functional area of the **Employee** will be subject to negotiation between the **Employer** and the **Employee**.

5.8 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 will be selected (✓) from the list below as agreed to between **Employer** and **Employee**. Three of the CCRs are compulsory for Managers directly accountable to Municipal Managers:

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Core Competency Requirements for Managers (CCR)		Indicate Choice: Select Yes/No	Weight
Core Managerial Competencies			
CCR1	Strategic Capability and Leadership	Yes	10
CCR2	Programme and Project Management	Yes	10
CCR3	Financial Management	Compulsory	15
CCR4	Service Delivery Innovation	Yes	10
CCR5	People Management and Empowerment	Compulsory	10
CCR6	Client Orientation and Customer Focus	Compulsory	10
CCR7	Communication	Yes	05
CCR8	Risk Management	Yes	05
CCR9	Audit Action Plan	Yes	10
Core Occupational Competencies			
CCR10	Interpretation of and implementation within the legislative and national policy framework	Yes	05
CCR11	Knowledge of developmental local government	Yes	05
CCR12	Knowledge of Performance Management and Reporting	Yes	05
Total CCR Score			

6. EVALUATING PERFORMANCE

6.1 The Municipality's Performance Management Framework sets out-

6.1.1 the standards and procedures for evaluating the **Employee's** performance; and

6.1.2 the intervals for the 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 will be documented in a Personal Development Plan as well as the actions agreed to and implementation will take place within set time frames.

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

6.5 The annual performance appraisal will involve:

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

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

b) An indicative rating on the five-point scale will be provided for each KPA.

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

6.5.2 Assessment of the CCRs

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

6.5.3 Overall rating

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

6.6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and CCR's:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all 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 standards 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 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 of 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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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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6.7 For purposes of evaluating the annual performance of the **Employee**, an evaluation panel constituted of the following persons shall be established -

- 6.7.1 Municipal Manager;
- 6.7.2 Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee
- 6.7.3 Member of the Mayoral Committee or in respect of a plenary type municipality, another member of the Council; and
- 6.7.4 Municipal Manager from another municipality.

6.8 The manager responsible for Performance Management System of the municipality shall provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** in relation to his Performance Agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

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

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

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

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

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

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The **Employer** shall –

- 9.1.1 create an enabling environment to facilitate effective performance by the **Employee**;

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- 9.1.2 provide access to skills development and capacity building opportunities;
- 9.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
- 9.1.4 on the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable him 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 reasonable require from time to time to assist 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** timeously where the exercising of the powers will have amongst others-
 - 10.1.1 a direct effect on the performance of any of the **Employee's** functions;
 - 10.1.2 commitment of 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 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 1% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:
 - 11.2.1 a score of 101% 129% is awarded a performance bonus ranging from 1% to 5%; and
 - 11.2.2 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.3 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 11.3 In the case of unacceptable performance, the **Employer** shall –
 - 11.3.1 provide systematic remedial or developmental support to assist the **Employee** to improve his performance; and
 - 11.3.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his duties.

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12. DISPUTE RESOLUTION

- 12.1 Any dispute about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the Agreement, must be mediated by the Mayor within thirty (30) days of receipt of a formal dispute from the **Employee**, whose decision shall be final and binding on both parties.
- 12.2 Any dispute about the outcome of the **Employee's** performance evaluation, must be mediated by a member of the Municipal Council, provided that such member was not part of the evaluation panel provided for in 6.8, within thirty (30) days of receipt of a formal dispute from the **Employee**, whose decision shall be final and binding on both parties.

13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Employer**
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Ngqushwa Local Municipality on this...1... day of...July...2022

AS WITNESSES:

1. 

2. 


EMPLOYEE

AS WITNESSES:

1. 

2. 


MUNICIPAL MANAGER

ANNEXURE B: PERSONAL DEVELOPMENT PLAN (PDP)

ANNEXURE B

PERSONAL DEVELOPMENT PLAN 2022/2023

NGQUSHWA LOCAL MUNICIPALITY – PERFORMANCE AGREEMENT

FULL NAMES : MR. SIYASANGA NDAKISA (CFO)
EMPLOYEE NUMBER : 970814
POSITION : CHIEF FINANCIAL OFFICER (CFO)
KPA : FINANCIAL VIABILITY AND MANAGEMENT
SUPERVISOR'S NAME : MR.NDODA MGENGO (MUNICIPAL MANAGER)
JOB PURPOSE :

TABLE 1: AREAS OF DEVELOPMENT AND FORMAL TRAINING

#	SKILLS PERFORMANCE GAP	OUTCOME EXPECTED	SUGGESTED TRAINING AND / OR DEVELOPMENT ACTIVITY	SUGGESTED TIMEFRAME	SUPPORT PERSON
1.	SAGE FINANCIAL SYSTEM	Better understanding of the system Be able to utilised it efficiently	MSCOA on SAGE	2022/2023 Financial year	Municipal Manager
2.	GRAP	Implementation of accounting stand	GRAP and other accounting standards training	2022/2023 Financial year	Municipal Manager

CFO PERFORMANCE AGREEMENT (NGQUSHWA LOCAL MUNICIPALITY)





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AS REPRESENTED BY**

**MR. NDODA MGENGO
MUNICIPAL MANAGER**

AND

**MR. SIYASANGA NDAKISA
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THE EMPLOYEE OF THE MUNICIPALITY

**FOR THE FINANCIAL YEAR:
1 JULY 2022 – 30 JUNE 2023**

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ENTERED INTO BY AND BETWEEN:

The Ngqushwa Municipality herein represented by **MR. NDODA MGENGO** in her capacity as the Municipal Manager (hereinafter referred to as the **Employer**)

and

MR. SIYASANGA NDAKISA; the CFO 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"). 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, requires 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(4) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 2.1 comply with the provisions of Section 57(1)(b), (4B) and (5) of the Act as well as the employment contract entered into by between the parties;
- 2.2 specify objectives and targets defined and agreed with 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, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountability as set out in a performance plan, which forms an annexure to the Performance Agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.



3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 July 2022** and will remain in force until **30 June 2023** **thereafter** a new Performance Agreement; Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement in each quarter. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by no later than beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The performance Plan (Annexure A) sets out-
- 4.1.1 the performance objectives and targets that 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 performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include; key performance indicators; target dates and weightings.
- 4.2.1 The key objectives describe the main tasks that need to be done.
 - 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 The target dates describe the timeframe in which the work must be achieved.
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- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the Employer, management and municipal staff of the **Employer**.
- 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 **Employer**, 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 the KPAs (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 consists of two components, both of which shall be contained in the Performance Agreement.

5.5.1 The **Employee** will be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.

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

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

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 (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings below agreed to between the **Employer** and the **Employee**:

Key Performance Areas (KPA's)	Weighting
Quality Basic Services and Infrastructure Development	10
Institutional Development and Design	10
Local Economic Development (LED) and Spatial Management	10
Financial Viability and Management	50
Good Governance and Public Participation	20
Total	

5.7 Key performance areas related to the functional area of the **Employee** will be subject to negotiation between the **Employer** and the **Employee**.

5.8 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 will be selected (✓) from the list below as agreed to between **Employer** and **Employee**. Three of the CCRs are compulsory for Managers directly accountable to Municipal Managers:

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Core Competency Requirements for Managers (CCR)		Indicate Choice: Select Yes/No	Weight
Core Managerial Competencies			
CCR1	Strategic Capability and Leadership	Yes	10
CCR2	Programme and Project Management	Yes	10
CCR3	Financial Management	Compulsory	15
CCR4	Service Delivery Innovation	Yes	10
CCR5	People Management and Empowerment	Compulsory	10
CCR6	Client Orientation and Customer Focus	Compulsory	10
CCR7	Communication	Yes	05
CCR8	Risk Management	Yes	05
CCR9	Audit Action Plan	Yes	10
Core Occupational Competencies			
CCR10	Interpretation of and implementation within the legislative and national policy framework	Yes	05
CCR11	Knowledge of developmental local government	Yes	05
CCR12	Knowledge of Performance Management and Reporting	Yes	05
Total CCR Score			

6. EVALUATING PERFORMANCE

6.1 The Municipality's Performance Management Framework sets out-

- 6.1.1 the standards and procedures for evaluating the **Employee's** performance; and
- 6.1.2 the intervals for the 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 will be documented in a Personal Development Plan as well as the actions agreed to and implementation will take place within set time frames.

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

6.5 The annual performance appraisal will involve:

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

- a) Each KPA will be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that have had to be performed under the KPA.
- b) An indicative rating on the five-point scale will be provided for each KPA.

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

6.5.2 Assessment of the CCRs

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

6.5.3 Overall rating

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

6.6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and CCR's:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year.					
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3	Fully Effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved 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 of 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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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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6.7 For purposes of evaluating the annual performance of the **Employee**, an evaluation panel constituted of the following persons shall be established -

- 6.7.1 Municipal Manager;
- 6.7.2 Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee
- 6.7.3 Member of the Mayoral Committee or in respect of a plenary type municipality, another member of the Council; and
- 6.7.4 Municipal Manager from another municipality.

6.8 The manager responsible for Performance Management System of the municipality shall provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** in relation to his Performance Agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

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

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

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

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

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

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The **Employer** shall –

- 9.1.1 create an enabling environment to facilitate effective performance by the **Employee**;

Handwritten signature/initials

- 9.1.2 provide access to skills development and capacity building opportunities;
- 9.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
- 9.1.4 on the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable him 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 reasonable require from time to time to assist 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** timeously where the exercising of the powers will have amongst others-
 - 10.1.1 a direct effect on the performance of any of the **Employee's** functions;
 - 10.1.2 commitment of 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 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 1% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:
 - 11.2.1 a score of 101% 129% is awarded a performance bonus ranging from 1% to 5%; and
 - 11.2.2 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.3 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 11.3 In the case of unacceptable performance, the **Employer** shall –
 - 11.3.1 provide systematic remedial or developmental support to assist the **Employee** to improve his performance; and
 - 11.3.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his duties.

4 NM

12. DISPUTE RESOLUTION

- 12.1 Any dispute about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the Agreement, must be mediated by the Mayor within thirty (30) days of receipt of a formal dispute from the **Employee**, whose decision shall be final and binding on both parties.
- 12.2 Any dispute about the outcome of the **Employee's** performance evaluation, must be mediated by a member of the Municipal Council, provided that such member was not part of the evaluation panel provided for in 6.8, within thirty (30) days of receipt of a formal dispute from the **Employee**, whose decision shall be final and binding on both parties.

13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Employer**
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Ngqushwa Local Municipality on this...1... day of...July...2022

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
EMPLOYEE

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
MUNICIPAL MANAGER

ANNEXURE B: PERSONAL DEVELOPMENT PLAN (PDP)

ANNEXURE B

PERSONAL DEVELOPMENT PLAN 2022/2023

NGQUSHWA LOCAL MUNICIPALITY – PERFORMANCE AGREEMENT

FULL NAMES : MR. SIYASANGA NDAKISA (CFO)

EMPLOYEE NUMBER : 970814

POSITION : CHIEF FINANCIAL OFFICER (CFO)

KPA : FINANCIAL VIABILITY AND MANAGEMENT

SUPERVISOR'S NAME : MR.NDODA MGENGO (MUNICIPAL MANAGER)

JOB PURPOSE :

TABLE 1: AREAS OF DEVELOPMENT AND FORMAL TRAINING

#	SKILLS PERFORMANCE GAP	OUTCOME EXPECTED	SUGGESTED TRAINING AND / OR DEVELOPMENT ACTIVITY	SUGGESTED TIMEFRAME	SUPPORT PERSON
1.	SAGE FINANCIAL SYSTEM	Better understanding of the system Be able to utilised it efficiently	MSCOA on SAGE	2022/2023 Financial year	Municipal Manager
2.	GRAP	Implementation of accounting stand	GRAP and other accounting standards training	2022/2023 Financial year	Municipal Manager

CFO PERFORMANCE AGREEMENT (NGQUSHWA LOCAL MUNICIPALITY)

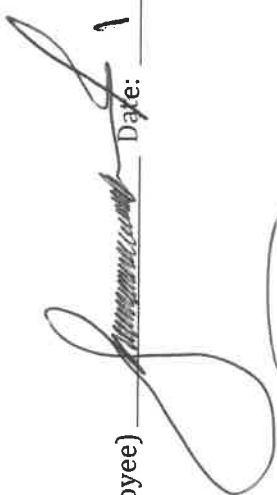



Table 2: Other

You may attend an awareness session, seminar, conference, understudying, on-the-job training within the year that will seek to address any of the areas of development or personal development needs.

#	NAME OF SESSION, SEMINAR, CONFERENCE	OBJECTIVE OF DEVELOPMENT	QUARTER TARGETED / PERIOD / TIMEFRAME
1.	Budget and other reforms	Update on new reforms	Quarterly
2.	Accounting Standards Board	Update on accounting standards	Quarterly

We, (Employee) and (Supervisor) agree that the above-mentioned areas for development and the type of intervention suggested would be engaged in to achieve objective/s for development. We also understand that due to the operational requirements and budget constraints of the Municipality (Department/division/unit), it may not be possible to undertake the training and development stated with the type of intervention stated and/or within the quarter of the year as stated. There is also an understanding between us that areas of development could be identified throughout the year and that this may change the order of priority and type of intervention as stated in the plan.

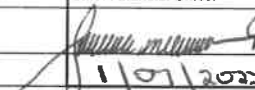

Signature: (Employee)  Date: 1/07/2022

Supervisor's Signature:  Date: 1/07/2022

2022/23 SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP)

KPA 4 : FINANCIAL VIABILITY AND MANAGEMENT WEIGHT: 20

Strategy	Objective	Key Performance Indicator	Annual Target	Budget	Baseline	Quarter One(1)Target	Quarter One (1) Evidence Required	Quarter Two (2) Target	Quarter Two (2) Evidence Required	Quarter Three (3) Target	Quarter Three (3) Evidence Required	Quarter Four (4) Target	Quarter Four(4) Evidence Required	Custodian	KPI NO
Effective and efficient financial governance that will ensure viability and sustainability of the municipality.	Ensuring sound financial planning and reporting through budget management best practices and interdepartmental coordination by 2027	Number of GRAP compliant Annual Financial Statements developed and submitted to Auditor General by 30 June 2023.	One (1) set of GRAP compliant Annual Financial Statements developed and submitted to Auditor General by 30 June 2023	R1 007 653.40	2020/21 Audited Annual Financial Statements	Development and Submission of 1 set of GRAP compliant Annual Financial Statements to Auditor General by 30 September 2022.	Signed GRAP compliant Annual Financial Statement and Acknowledgement of receipt by AGSA	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	CFO	BTO 1
		Reviewal of 5 year financial plan (Annual budget) by 30 June 2023	One (1) Approved 5 year financial plan (Annual budget) by 30 June 2023	R0	2022/23 Budget process plan	Compile Budget Process Plan to Council by 30 September 2022.	1. Process Plan Council Resolution	Not Applicable	Not Applicable	1. Development of budget implementation for 2022/23 as per section 72 of the MFMA and submitted to Council for approval. 2. Development of adjusted financial plan (budget adjustment) for 2022/23 financial year and submitted to Council by 28 February 2023. 3. Draft 2023/24 financial plan (draft budget) submitted to Council by 31 March 2023	1. Section 72 report Council Resolution 2. 2022/23 Adjusted financial plan (adjusted budget) Council Resolution. 3. 2023/24 Draft financial plan (draft budget) Council Resolution.	Final 2023/24 financial plan (final budget) submitted to Council for approval by 30 June 2023	2023/2024 Final budget and Council Resolution	CFO	BTO 2
		Number of Section 52d developed by 30 June 2023	Four (4) Section 52d reports developed as per MFMA by 30 June 2023	R0	2021/22 Four Section 52d report compiled	Compile 2021/22 Quarter four Section 52d report developed, signed and submitted to Council by 30 September 2022	Signed 2021/22 Quarter four Section 52d report and Council Resolution	Compile 2022/23 Quarter One Section 52d report developed, signed and submitted to Council by 31 December 2022	Signed 2022/23 Quarter one Section 52d report and Council Resolution	Compile 2022/23 Quarter two Section 52d report developed, signed and submitted to Council by 30 March 2023	Signed 2022/23 Quarter two Section 52d report and Council Resolution	Compile 2022/23 Quarter three Section 52d report developed, signed and submitted to Council by 30 June 2023	Signed 2022/23 Quarter three Section 52d report and Council Resolution	CFO	BTO 3
	Ensure sound Expenditure Management through development and review of internal controls to strengthen the control environment and achieve clean administration by 2027	Number of Standard Operating Procedures developed by 30th June 2023	One (1) Budget and Treasury Standard Operating Procedures document by 30th June 2023.	R0	2021/22 Standard Operating Procedure developed	Compile Standard Operating Procedures Document by 30th September 2022.	Signed Standard Operating Procedures Document by CFO	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	CFO	BTO 4
		Number of reports on the payment of monthly salaries by 30 June 2023	Four(4) reports on payment monthly salaries by 30 June 2023	R0	2021/22 Section 66 Report	Compile quarterly report on payment of monthly salaries by 30 September 2022	Signed report on payment of monthly salaries.	Compile quarterly report on payment of monthly salaries by 31 December 2022	Signed report on payment of monthly salaries.	Compile quarterly report on payment of monthly salaries by 31 March 2023	Signed report on payment of monthly salaries.	Compile quarterly report on payment of monthly salaries by 30 June 2023	Signed report on payment of monthly salaries.	CFO	BTO 5
	Ensuring sound Supply Chain Management through development and reviewing of compliance measures and internal controls by 2027	Number of SCM compliance reports by 30 June 2023	Four (4) SCM Compliance reports by 30 June 2023	R0	2021/22 Four (4) SCM Compliance report developed in	Compile 2021/22 Quarter four(4) SCM Compliance Report by 30 September 2022.	Signed 2021/22 Quarter four(4) SCM Compliance Report	Compile 2022/23 Quarter One (1) SCM Compliance Report by 31 December 2022.	Signed 2022/23 Quarter one(1) SCM Compliance Report	Compile 2022/23 Quarter two (2) SCM Compliance Report by 31 March 2023.	Signed 2022/23 Quarter two(2) SCM Compliance Report	Compile 2022/23 Quarter three (3) SCM Compliance Report by 30 June 2023.	Signed 2021/22 Quarter three (3) SCM Compliance Report	CFO	BTO 6
		Number of Municipal Procurement Plan compiled by 30 June 2023	One (1) Municipal Procurement Plan compiled and consolidated by 30 June 2023	R0	2021/22 Procurement Plans	One Procurement Plan compiled and consolidated by BTO and approved by Municipal Manager by 30 September 2022.	Consolidated Procurement Plan signed by Municipal Manager.	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	CFO	BTO 7
		Number of reports developed on sitting of BID Committees by 30 June 2023	Four(4) reports developed on sitting of Bid Committees(BSC,BEC&BAC) developed by 30 June 2023	R0	Not Applicable	Develop quarterly report on sitting of Bid Committees (BSC,BEC & BAC) developed by 30 September 2022.	Quarterly report on sitting of Bid Committees	Develop quarterly report on sitting of Bid Committees (BSC,BEC & BAC) developed by 31 December 2022.	Quarterly report on sitting of Bid Committees	Develop quarterly report on sitting of Bid Committees (BSC,BEC & BAC) developed by 31 March 2023.	Quarterly report on sitting of Bid Committees	Develop quarterly report on sitting of Bid Committees (BSC,BEC & BAC) developed by 30 June 2023.	Quarterly report on sitting of Bid Committees	Municipal Manager	BTO 8
	To prescribe the accounting and the administrative policies and procedures relating to Property, Plant and Equipment which are immovable and movable assets of the Municipality and computer software which are intangible assets by 2027	Number of reports on the updated Institutional Asset Register by 30 June 2023	Two (2) reports on the updated Assets Register (current and additional) by 30 June 2023	R0	Asset Register	Not Applicable	Not Applicable	One report on updated Asset Register submitted to Municipal Manager by 31 December 2022	Updated register and proof of submission to Municipal Manager	Not Applicable	Not Applicable	One report on updated Asset Register submitted to Municipal Manager by 30 June 2023	Updated register and proof of submission to Municipal Manager	CFO	BTO 9
	Implementing sound Revenue and debt management practices through revenue maximisation by 2027	Number of reports on actual revenue collected by 30 June 2023	Four (4) reports on actual revenue collected by 30 June 2023	R0	Revenue Strategy	Compile quarterly report on actual revenue collected by 30 September 2022	1. Quarterly report on actual revenue collected signed by Municipal Manager	Compile quarterly report on actual revenue collected by 31 December 2022	1. Quarterly report on actual revenue collected signed by Municipal Manager	Compile quarterly report on actual revenue collected by 31 March 2023	1. Quarterly report on actual revenue collected signed by Municipal Manager	Compile annual report on actual revenue collected by 30 June 2023	1. Annual report on actual revenue collected signed by Municipal Manager	CFO	BTO 10
		Number of reports on Maintenance of General Valuation Roll by 30 June 2023	Four (4) reports developed on Maintenance of General Valuation Roll by 30 June 2023	R0	Valuation Roll	Quarterly report developed on maintenance of General Valuation Roll by 30 September 2022	Signed quarterly report on maintenance of General Valuation Roll	Quarterly report developed on maintenance of General Valuation Roll by 31 December 2022	Signed quarterly report on maintenance of General Valuation Roll	Quarterly report developed on maintenance of General Valuation Roll by 31 March 2023	Signed quarterly report on maintenance of General Valuation Roll	Quarterly report developed on maintenance of General Valuation Roll by 30 June 2023	Signed quarterly report on maintenance of General Valuation Roll	CFO	BTO 11

Submitted by :	S.Ndikisa	Approved by :	N.Mgongo
Designation	Chief Financial Officer	Designation :	Municipal Manager
Signature :		Signature	
Date :	11/07/2022	Date :	11/07/2022