

MAQUASSI HILLS LOCAL MUNICIPALITY



PERFORMANCE AGREEMENT

IN TERMS OF THE:-

LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000 (32 OF 2000), AS AMENDED

AND

LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO MUNICIPAL MANAGERS, 2006

ENTERED INTO BY AND BETWEEN

CORPORATE SERVICES

THE MUNICIPALITY OF MAQUASSI HILLS LOCAL MUNICIPALITY

HEREIN REPRESENTED BY
(MRS N.J MBONANI)
IN HER CAPACITY AS

MUNICIPAL MANAGER
(HEREINAFTER REFERRED TO AS THE EMPLOYER)

Handwritten signatures:
G.L. D.J. M.J.M

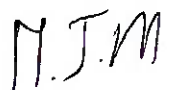
AND
(MR. JERRY THUBAKI MOLUTSI)

AS THE

ACTING DIRECTOR: CORPORATE SERVICES
(HEREINAFTER REFERRED TO AS THE EMPLOYEE)

FOR THE PERIOD

01ST OF DECEMBER 2023 TO 29 FEBRUARY 2024



PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

THE MAQUASSI HILLS LOCAL MUNICIPALITY HEREIN REPRESENTED BY

(MRS N.J MBONANI)

IN HER CAPACITY AS

(HEREINAFTER REFERRED TO AS THE EMPLOYER)

AND

(MR. JERRY THUBAKI MOLUTSI)

EMPLOYEE OF THE MUNICIPALITY

(HEREINAFTER REFERRED TO AS THE EMPLOYEE)

WHEREBY IT IS AGREED AS FOLLOWS:



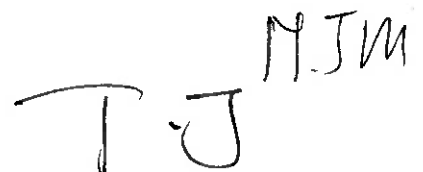
1. INTRODUCTION

- 1.2 The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (a) of Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.3 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.
- 1.4 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.
- 1.5 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act and Section (4C) of the Systems Amendment Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act, Section 57(4C) of the Systems Amendment Act, as well as the employment contract entered into 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 accountabilities 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 or her 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 from **01 December 2023 until 29th February 2024**; thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties thereof.
- 3.2 The parties will review the provisions of this Agreement quarterly. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.3 The parties will review the provisions of this Agreement on quarterly basis. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year as may be the case.
- 3.4 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.5 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.
- 3.6 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.



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4 PERFORMANCE OBJECTIVES

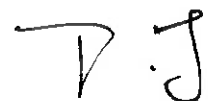
- 4.1 The Performance Plan (Annexure A) sets out-
- 4.1.1 the performance objectives and targets that must be met by the **Employee**;
and
 - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are 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 objectives; 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, specifically;



Strategic Goal 5: To provide Municipal Financial Viability

| OBJECTIVES | KEY PERFORMANCE INDICATOR | ANNUAL TARGET |
|---|--|---|
| To ensure internal municipal excellence | Number of new vacancies filled. | 20 Vacancy filled by June 2024. |
| | Number of employment equity target groups employed in the management levels. | 2 employment equity target groups employed in the management levels by June 2024. |
| | Percentage of the municipality's budget spent on implementing workplace skills plan. | 1% of the municipality's budget spent on implementing workplace skills plan by June 2024. |
| | Update and adopt HR plan and Strategy. | Updated and adopted HR plan and Strategy by June 2024. |
| | Number of employees and councillors trained. | 30 employees and councillors trained by June 2024. |
| | Number of graduate interns recruited. | 5 Graduate interns recruited for the Municipality by June 2024. |
| | Number of senior managers performance review conducted. | 2 senior managers performance review conducted by June by June 2023. |

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Strategic Goal: To provide Municipal Financial Viability

| OBJECTIVE | STRATEGIES | ACCOUNTABILITY | TARGET DATE/TIME FRAME | NATIONAL KPA LINKAGE |
|---------------------------------|--|-----------------------------|---|----------------------|
| Municipal transformation | To Recruit and fill all critical posts | Director Corporate Services | 20 Vacancy filled by June 2024. | 4 |
| | Employment in line the Employment Equity Plan. | Director Corporate Services | 2 employment equity target groups employed in the management levels by June 2024. | 4 |
| | Provide Training opportunities | Director Corporate Services | 30 employees and councillors trained by June 2024 | 4 |
| | To update valuation roll with supplementary entries. | Director Corporate Services | Updated valuation roll with supplementary entries by June 2024. | 4 |
| | | | | |

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**

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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 tools and weightings as encapsulated in the performance management systems of the municipality.

5.5.1 The **Employee** shall 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 shall be weighted and shall contribute a specific part to the total score.

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

5.6 The **Employee's** assessment shall be based on her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

5.7 The Key Performance Areas (KPA's) related to the functional area of the relevant Manager, shall be subject to negotiation between the Municipal Manager and the employee

5.8 The CCRs will make up the other 20% of the **Employee's** assessment score. And shall be the following:

| CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES | | |
|---|------------|---------------|
| CORE MANAGERIAL COMPETENCIES (CMC) | v | WEIGHT |
| Strategic Capability and Leadership | | 5 |
| Programme and Project Management | compulsory | 10 |
| Financial Management | compulsory | 25 |
| Change Management | | 2 |
| Knowledge Management | | 2 |
| Service Delivery Innovation | | 2 |
| Problem Solving and Analysis | | 5 |
| People Management and Empowerment | compulsory | 10 |
| Client Orientation and Customer Focus | compulsory | 10 |
| Communication | | 2 |
| Honesty and Integrity | | 2 |
| CORE OCCUPATIONAL COMPETENCIES (COC) | | |
| Competence in Self-Management | | 2 |
| Interpretation of and implementation within the legislative an national policy frameworks | | 2 |
| Knowledge of Performance Management and Reporting | | 2 |
| Knowledge of global and South African specific political, social and economic contexts | | 2 |
| Competence in policy conceptualisation, analysis and implementation | | 2 |
| Knowledge of more than one functional municipal field / discipline | | 2 |
| Skills in Mediation | | 2 |

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| CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES | | |
|---|---|--------|
| CORE MANAGERIAL COMPETENCIES (CMC) | √ | WEIGHT |
| Skills in Governance | | 2 |
| Competence as required by other national line sector departments | | 2 |
| Exceptional and dynamic creativity to improve the functioning of the municipality | | 2 |
| Staff capacitating/or development | | 5 |
| Total percentage | - | 100% |

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement 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 The employee agrees that 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 That the personal growth and development needs identified during performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and that implementation will take place within set time frames.
- 6.4 That 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 That annual performance appraisal will involve:
- 6.5.1 Assessment of the achievement of results as outlined in the performance plan:
 - 6.5.2 Assessment of the CCRs

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6.5.3 Overall rating

6.6. That the assessment of the performance of the Employee shall be based on the following rating scale for KPA's and CCRs:

| Level | Terminology | Description | Rating | | | | |
|-------|---|---|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | | | | | |
| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | | | | | |
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | | | | | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | | | | | |

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| Level | Terminology | Description | Rating | | | | |
|-------|--------------------------|---|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 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. | | | | | |

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The employee agrees that the performance of the **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:

SECOND QUARTER : END DECEMBER 2023
 THIRD QUARTER : END MARCH 2024
 FOURTH QUARTER : END JUNE 2024

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

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

M.J.M Page | 13

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7.4 That **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 any 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;
- 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 makes available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement

M.J.M





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 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 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 5% to 14% 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 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.2 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 or her performance; and after appropriate performance counselling and having provided the necessary guidance and/

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or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTE RESOLUTION

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

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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/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.
- 13.4 Disciplinary actions may be instituted against a Director for poor-under performance including failure to report timeously and accurately.

Thus done and signed at Wolmaransstad on this the 06/12 2023

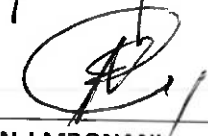
AS WITNESSES:

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AS WITNESSES:

1. 


Mrs N.J MBONANI
Municipal Manager


Mr. Jerry Thubaki Molutsi
Acting Director: Corporate Services


PERSONAL DEVELOPMENT PLAN

Identification of Areas for Personal Development


| Key Performance Area | Objectives | Key Performance Indicators | Timelines/timeframes | Development Area |
|----------------------|------------|----------------------------|----------------------|------------------|
| | | | | |
| | | | | |

Comments: By Municipal Manager.

Signature of the Municipal Manager.


Mrs N.J MBONANI
Date: 06/12 2023

Signature of Acting Director:


Mr. Jerry Thubaki Molutsi
Date: 06/12 2023

MUNICIPAL TRANSFORMATION 2023-2024 SDBIP

| REF | Strategic Focus Area | Strategic Objective | KPI | KPI Owner | Baseline | Input | output | Portfolio of Evidence | Budget | Annual Target | Revised Annual Target | Quarterly targets | | | |
|--------|----------------------|--|--|--------------------------------|----------|-----------------------------|--|--|-------------|---|-----------------------|-------------------|----|----|----|
| | | | | | | | | | | | | Q1 | Q2 | Q3 | Q4 |
| MTOD01 | Recruitment | To fill posts as per approved staff establishment. | Number of new vacancies filled. | Director - Corporate Services. | 11 | Human and capital resources | Employees | Appointment Letter/ Employment contracts | OPEX Budget | 20 Vacancy filled by June 2024. | Target not revised | 10 | 10 | 0 | 0 |
| MTOD02 | Employment Equity | To fill posts as per Employment Equity Plan. | Number of employment equity target groups employed in the management levels. | Director - Corporate Services | 1 | Human and capital resources | People from employment equity target groups. | Appointment Letter/ Employment contracts | OPEX Budget | 2 employment equity target groups employed in the management levels by June 2024. | Target not revised | 0 | 1 | 1 | 0 |
| MTOD03 | Employment Equity | To fill Posts as per Employment Equity Plan. | Percentage of the municipality's budget spent on implementing workplace skills plan. | Director - Corporate Services | 1% | Human and capital resources | Percentage of budget on workplace skills. | Expenditure reports | OPEX Budget | 1% of the municipality's budget spent on implementing workplace skills plan by June 2024. | Target not revised | 0 | 1% | 0 | 0 |

| MTOD04 | Development HR plan and Strategy. | To develop HR plan and Strategy. | Update and adopt HR plan and Strategy. | Director - Corporate Service | New KPI | Document Development process. | HR plan and Strategy. | HR plan and Strategy. | n/a | Updated and adopted HR plan and Strategy by June 2024. | Target not revised | HR plan and Strategy adopted by council. | 0 | 0 | 0 |
|---------|-------------------------------------|---|---|------------------------------|---------|-------------------------------|----------------------------------|--|-------------|---|--------------------|--|----|----|----|
| MTOD05 | Training and Development | To capacitate officials through training | Number of employees and councillors trained. | Director - Corporate Service | 10 | Human and capital resources | Employees & councillors trained. | Attendee registers and approved communication nomination | OPEX Budget | 30 employees and councillors trained by June 2024. | Target not revised | 10 | 10 | 10 | 10 |
| MTOD 06 | Internship programme for graduates. | To have internship programme for graduates. | Number of graduate interns recruited. | Director - Corporate Service | New KPI | Human and capital resources | Interns recruited | Appointment letters. | OPEX Budget | 5 Graduate interns recruited for the Municipality by June 2024. | Target not revised | 0 | 0 | 0 | 5 |
| MTOD 07 | Performance Review | To conduct individual performance reviews | Number of senior managers performance review conducted. | Municipal Manager | 0 | Human resource. | Performance review | Performance Reports | n/a | 2 senior managers performance review conducted by | Target not revised | 2 | 0 | 0 | 0 |

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GOOD GOVERNANCE AND PUBLIC PARTICIPATION 23/24

| REF | Strategic Area | Strategic Objective | KPI | KPI Owner | Baseline | Input | output | Portfolio of Evidence | Budget | Annual Target | Revised Annual Target | Quarterly targets | | | |
|--------|-----------------------|---|--------------------------------------|--------------------|----------|----------------|---------------------|-------------------------------|--------|--|-----------------------|-------------------|----|----|----|
| | | | | | | | | | | | | Q1 | Q2 | Q3 | Q4 |
| GGPP05 | Council Meetings | To hold Council Meetings as per approved Schedule | Number of council meetings convened. | Director Corporate | 4 | Human resource | Council meetings | Council Resolution register | n/a | 4 normal council meetings held by June 2024. | Target not revised | 1 | 1 | 1 | 1 |
| GGPP06 | Section 80 Committees | To hold Section 80 Meetings. | Number of Section 80 Meetings held. | Director Corporate | 2 | Human resource | Section 80 Meetings | Minutes & Resolution Register | n/a | 4 Section 80 Meetings held by June 2024. | Target not revised | 1 | 1 | 1 | 1 |
| GGPP07 | Ward Committees. | To hold Ward Committee meetings. | Number of ward committee | Director Corporate | 99 | Human resource | Ward meetings | Ward Committee Reports. | n/a | 132 ward meetings held by | Target not revised | 33 | 33 | 33 | 33 |

| | | | | | | | | | | | | | | | | |
|--------|---------------|---|---------------------------------------|------------------------------|----|-----------------|--------------------------|--------------------------------|-----|------------|---|--------------------|----|----|----|----|
| GGPP08 | IDP meetings | To hold IDP meetings. | meetings held. | Director Corporate Services. | 11 | Human resource. | 11 IDP & budget meetings | Attendanc e Register & Minutes | n/a | June 2024. | 11 IDP & budget meetings held in 11 wards by June 2024. | Target not revised | 0 | 0 | 0 | 11 |
| GGPP09 | Ward meetings | To improve public participation in government matters | Number of wards public meetings held. | Director Corporate Services. | 0 | Human resource. | Ward meetings | Minutes & Reports | n/a | June 2024. | 44 ward meetings held by June 2024. | Target not revised | 11 | 11 | 11 | 11 |

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