

SUNDAYS RIVER VALLEY LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT AND PERFORMANCE PLAN
of
Director Community Services & Public Safety

FINANCIAL YEAR: 1 JULY 2024 – 30 JUNE 2025



Sundays River Valley

Municipality

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PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

SUNDAYS RIVER VALLEY LOCAL MUNICIPALITY,


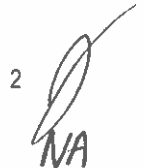
AS REPRESENTED BY THE MUNICIPAL MANAGER,

AND

**THE DIRECTOR: COMMUNITY SERVICES & PUBLIC
SAFETY**

FOR THE

FINANCIAL YEAR: 01 JULY 2024 – 30 JUNE 2025

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Sundays River Valley Local Municipality herein represented by **Mr. Thabiso Klaas** in his capacity as Municipal Manager (hereinafter referred to as the **Employer**) **Ms N.A Mbongwe**, **Director: Director Community Services & Public Safety** of the Sundays River Valley Local 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 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), 57(4B) 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), (4A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 specify objectives and targets established for the **Employee** and to communicate to the **Employee** the **Employer's** expectations of the **Employee's** performance expectations and accountabilities;
- 2.3 specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the **Employee** for permanent employment and/or to assess whether the **Employee** has met the performance expectations applicable to his/her job;
- 2.6 appropriately reward the **Employee** in accordance with the **Employer's** performance management policy in the event of outstanding performance; and
- 2.7 give effect to the **Employer's** commitment to a performance-orientated relationship with the **Employee** in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1ST of July 2024** and will remain in force until **30th June 2025** whereafter 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 during June each year. 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.
- 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 abovementioned 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 and the Budget of the **Employer** and shall include key objectives; key performance indicators; target dates and weightings.
- 4.3 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 timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 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.

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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**.

6. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS.

6.1 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.

6.2 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.

6.2.1 The **Employee** must 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.

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

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

6.3 The **Employee's** assessment will be based on his/ 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**:

Key Performance Areas (KPA's): 80%		Weighting
Basic Service Delivery		40
Municipal Institutional Development and Transformation		15
Local Economic Development (LED)		5
Municipal Financial Viability and Management		15
Good Governance and Public Participation		25
Total		100%

6.4 The CCRs will make up the other 20% of the **Employee's** assessment score.

LEADING COMPETENCIES		WEIGHT
01	Strategic Direction and Leadership	10
02	People Management	8
03	Program and Project Management	5
04	Financial Management	5
05	Change Leadership	4
06	Governance Leadership	4
CORE COMPETENCIES		
07	Moral Competence	9

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7. EVALUATING PERFORMANCE

7.1 The Performance stated in 4 (4.1) above shall be the basis for evaluating performance.

7.2 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.

7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

7.4 The Employee's performance shall be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5 The annual performance appraisal shall involve:

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

(a) Each KPA shall 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 had to be performed under the KPA.

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

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

7.5.2 Assessment of the CCRs

(a) Each CCR shall be assessed according to the extent to which the specified standards have been met.

(b) An indicative rating on the five-point scale should be provided for each CCR.

(c) The applicable assessment rating calculator (refer to paragraph 7.5.3) must then be used to add the scores and calculate a final CCR score.

7.5.3 Overall rating

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

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPAs and CCRs:

WEIGHT	
08	15
09	10
10	5
11	10
12	15
TOTAL	100
	20%

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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.					
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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10.1.1 create an enabling environment to facilitate effective performance by the Employee;

10.1 The Employer shall –

10. OBLIGATIONS OF THE EMPLOYER

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

9. DEVELOPMENTAL REQUIREMENTS

8.5 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.

8.4 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.

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

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

First quarter (Municipal Manager and Director) :	July – September 2024
Second quarter (Full Panel) :	October – December 2024
Third quarter(Municipal Manager and Director) :	January – March 2025
Fourth quarter (Full Panel) :	April – June 2025

8.1 The performance of each Employee in relation to his/her 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:

8. SCHEDULE FOR PERFORMANCE REVIEWS

The Manager: Human Resources shall provide secretarial services to the assessment team referred to above and Internal Audit and PMS serve as resource personnel.

7.7.4 Municipal Manager of another local municipality

7.7.3 Portfolio Councillor of Executive Committee or representative who is a portfolio councillor of Executive Committee

7.7.2 Chairperson of the Audit Committee;

7.7.1 Municipal Manager

7.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established –

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12.4.2 after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate

12.4.1 provide systematic remedial or developmental support to assist the Employer to improve his or her performance; and
12.4 In the case of unacceptable performance, the Employer shall –

12.3 The Employer will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.

12.2.2 a score of 150% and above is awarded a performance bonus ranging 10% to 14% and
12.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%;

12.2 A performance bonus of 1% to 14% of the inclusive annual remuneration package may be paid to the Employer 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-

12.1 The evaluation of the Employer's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

12. MANAGEMENT OF EVALUATION OUTCOMES

11.2 The Employer agrees to inform the Employer of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 1.1.1 as soon as is practicable to enable the Employer to take any necessary action without delay.

11.1.3 a substantial financial effect on the Employer.

11.1.2 commit the Employer to implement or to give effect to a decision made by the Employer; and

11.1.1 a direct effect on the performance of any of the Employer's functions;

11.1 The Employer agrees to consult the Employer timeously where the exercising of the powers will have amongst others –

11. CONSULTATION

10.1.5 make available to the Employer such resources as the Employer may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

10.1.4 on the request of the Employer delegate such powers reasonably required by the Employer to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and

10.1.3 work collaboratively with the Employer to solve problems and generate solutions to common problems that may impact on the performance of the Employer;

10.1.2 provide access to skills development and capacity building opportunities;

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the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

PERFORMANCE PLAN

1. PURPOSE

The Performance Plan defines the Council's expectations of the Director's Performance Agreement and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets shall be based on the Key Performance Areas and Indicators as set in the Sundays River Valley Local Municipality Integrated Development Plan (IDP) and as reviewed annually.

2. KEY RESPONSIBILITIES

The following objectives of local government will inform the Municipal Manager's performance against set performance indicators

- a. Provide democratic and accountable government for local communities
- b. Ensure the provision of services to communities in a sustainable manner
- c. Promote social and economic development
- d. Promote a safe and healthy environment
- e. Encourage the involvement of communities and community-based organisations in matters of local government

3. KEY PERFORMANCE AREAS

The following Key Performance Areas (KPIs) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, inform the strategic objectives in the table below:

- a. Spatial Planning
- b. Basic Service Delivery
- c. Municipal Institutional Development and Transformation
- d. Local Economic Development
- e. Municipal Financial Viability and Management
- f. Good Governance and Public Participation

Details of the Performance Plan are contained in Annexure A of this contract.

4. DISPUTE RESOLUTION

4.1 Any disputes 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 MEC responsible for Local Government in the Province of the Eastern Cape within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be final and binding on both parties.

4.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by the MEC responsible for Local Government in the Province of the Eastern Cape, within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be final and binding on both parties.


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5. GENERAL

5.1 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.
5.2 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.

Thus, done and signed at Kirkwood on this the 26 day of June, 2024.


AS WITNESSES:

1. 

2. 


Thus done and signed at Kirkwood on this the 26 day of June, 2024.

1. 

2. 



MUNICIPAL MANAGER



EMPLOYEE

ANNEXURE A
PERFORMANCE PLAN

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COMMUNITY AND SOCIAL SERVICES

Project Ref.	Strategic Objective	Project	Ward	Key Performance Indicator	Baseline Information	Account Number	Budget Allocation	Annual Target	Quarter 1 Target	Quarter 2 Target	Quarter 3 Target	Quarter 4 Target
COM 1	Communities have sufficient and affordable solid waste disposal option to encourage clean and healthy environment	Maintenance of Landfill sites	Ward 2 Ward 8	Number of landfill sites maintained	3 operational landfill sites		264 500	Two 2 Landfill sites maintained	Advertisement at BE&BAC seatings	Appointment of Service providers and site establishments	Maintenance of land fill sites and reporting	Maintenance of land fill sites and reporting
COM 2		Licensing of Landfill sites	1,4 Wards	Number of valid waste licenses issued to SRVM	Open-ended waste licenses		0.00	2 valid waste licenses	Submission of communicate to DEDEA and follow-up	Reporting to council on status	Operation within the waste license requirements	Operation within the waste license requirements
COM 3		Integrated Waste Management Plan	Admin	Council adopted IWMP	2017-2023 IWMP		0.00	1 valid Council adopted IWMP	Submit comments to DFFE on Draft IWMP	Stakeholder workshop on IWMP	Present Draft IWMP to Standing Committee and council	Implement IWMP provisions

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COM 4	Eradication of illegal dumping sites	All Wards	Number of illegal dumping sites eradicated	Ten (10) illegal dumping sites eradicated	400 000	eight (8) illegal dumping site eradicated	Two (2) illegal dumping sites eradicated	Two (2) illegal dumping sites eradicated	Two (2) illegal dumping sites eradicated
COM 5	Facilities Maintain	Ward 4 Ward 5,6 Satellite offices	number of Municipal buildings facilities maintained	Eight (8) Municipal buildings inclusive of Libraries	402 500.00	Three (3) Municipal buildings Maintained	Maintenance of Paterson Satellite Office	Maintenance of Nomathams anqa Satellite Office	Maintenance of Bersheba Hall
Com 6	Community of SRVM with specific reference to youth have access to sustainable and affordable recreational and sport facilities as well as public amenities	Admin	Council approved Public amenities Bylaw, Public amenities policy, Public amenities Masterplan	Draft Bylaw Draft policy	0.00	Gazetted Public amenities Bylaw and Council adopted Public amenities policy & Masterplan	Lobby funding for gazetting of bylaw	SCM Processes (subject to funding)	Appointment of service provider & Public consultation process
COM 7	Planting of trees	All wards	No. of trees planted	240 trees planted	400 000	240 Target on Trees planted	60 trees planted	60 trees planted	60 trees planted
COM 8	Libraries Outreach	All wards	Number of outreach	Twelve (12)	1 759 000 (Grant)	Twelve (12) outreach	Three (3) outreach	Three (3) outreach	Three (3) outreach

	programmes conducted	outreach programmes conducted			programmes conducted	programmes conducted	programmes conducted	programmes conducted	programmes conducted	programmes conducted	programmes conducted	programmes conducted
COM 9	To ensure monitoring of water quality and food control	Environment Health inspections	All wards	Increased compliance post inspections	Hundred (100) Inspections	0.00	100 targets for inspections	25 inspections conducted	25 inspections conducted	25 inspections conducted	25 inspections conducted	25 inspections conducted
Com 10			Ward 1,4,5& 6, Ward 8	Creating community awareness	Ad hoc awareness campaigns	0.00	4 Awareness campaigns conducted	1 awareness campaign	1 awareness campaign	1 awareness campaign	1 awareness campaign	1 awareness campaign
COM 11	To ensure provision of traffic services including improved revenue	Development and review of by-laws	Admin	No. of Traffic by-laws reviewed	6 Draft Bylaws	80 000 (GMA winnings)	6 By-Laws reviewed	Appointment of service provider for review	Public consultation internal and external	Consolidation of inputs and submission to standing committee	Council Approval of By-laws	
Com 12		Revenue enhancement (RR)	Renewal of disc, issue of roadworthy certificate testing stations Issues of driving	Admin	872	300 motor vehicle license discs	872	350 discs	87 discs	174 discs	261 discs	
				Admin	135		135	45 roadworthy certificates	15 roadworthy certificates	30 roadworthy certificates	45 roadworthy certificates	

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