SUNDAYS RIVER VALLEY MUNICIPALIY

PERFORMANCE AGREEMENT AND PERFORMANCE PLAN **Director Corporate Services**

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:

THE SUNDAYS RIVER VALLEY LOCAL MUNICIPALITY,

AS REPRESENTED BY THE MUNICIPAL MANAGER,

AND

THE DIRECTOR: CORPORATE SERVICES

FOR THE

FINANCIAL YEAR: 01 JULY 2024 - 30 JUNE 2025

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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) Mr. Alfred Phelisile Kondile, Director: Corporate Services 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.

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3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1STJuly 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 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.
- 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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- 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 and Infrastructure	10
Municipal Institutional Development and Transformation	40
Local Economic Development (LED)	5
Financial Viability and Management	20
Good Governance and Public Participation	25
Total	100%

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

LEADIN	G COMPETENCIES	WEIGHT
01	Strategic Direction and Leadership	15
02	People Management	10
03	Program and Project Management	10
04	Financial Management	10
05	Change Leadership	10
06	Governance Leadership	10
CORE C	COMPETENCIES	
07	Moral Competence	5
80	Planning and Organising	10
09	Analysis and Innovation	5
10	Knowledge and Information Management	5
11	Communication	5
12	Results and Quality Focus	5
TOTAL	•	100
WEIGHT		20%

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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 KPA's and CCRs:

Level	Terminology	Description		F	Ratin	g	
			1	2	3	4	5

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Level	Terminology	Description		F	Ratin	g	
			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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- 7.7 For purposes of evaluating the performance of the **Employee**, an evaluation panel constituted by the following persons will be established
 - 7.7.1 Municipal Manager
 - 7.7.2 Chairperson of the Audit Committee;
 - 7.7.3 Portfolio Councillor of Executive Committee or representative who is a portfolio councillor of Executive Committee
 - 7.7.4 Municipal Manager of another local municipality

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

8. SCHEDULE FOR PERFORMANCE REVIEWS

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:

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 April – June 2025

- Fourth quarter (Full Panel)
- 8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the **Employer**'s assessment of the **Employee**'s performance.
- 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.
- 8.5 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.

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer shall -
 - 10.1.1 create an enabling environment to facilitate effective performance by the **Employee**.

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- 10.1.2 provide access to skills development and capacity building opportunities.
- 10.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**.
- 10.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and
- 10.1.5 make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him/ her to meet the performance objectives and targets established in terms of this Agreement.

11. CONSULTATION

- 11.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others
 - 11.1.1 a direct effect on the performance of any of the **Employee**'s functions.
 - 11.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
 - 11.1.3 a substantial financial effect on the Employer.
- 11.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the **Employee**'s performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment rating calculator; provided that-
- 12.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%. and
- 12.2.2 a score of 150% and above is awarded a performance bonus ranging 10% to 14%
- 12.3 The Employee 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.
- 12.4 In the case of unacceptable performance, the Employer shall -
 - 12.4.1 provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
 - 12.4.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate

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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 (KPAs) 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.

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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.

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:

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EMPLOYEE

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

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ANNEXURE A

PERFORMANCE PLAN

Quarter 4 Target		Review and alignment of the approved organogra m	
Quarter 3 Target		Population of the approved organogra m	
Quarter 2 Target		Population of the approved organogra m	MFMP = 20 OD Training = 5 MS Excel = 1
Quarter 1 Target		Approved and aligned Organogra m	
Annual Target		Developme nt and review of organisatio nal structure for 24/25 and 25/26	MFMP = 20 OD Training = 5 Advanced MS Excel =
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Account	CORPORATE SERVICES	N/A	9/208-454-1641 9/208-459-1643 9/208-490-1668 8/208-492-4494
Baseline Informatio n	CORPO	2023/2024 Organisatio nal Structure	15 people were 9/208-454-1641 trained in 9/208-459-1643 Water and 9/208-490-1668 wastewatep/208-492-4494 treatment
Key Performan ce Indicator		Reviewed Organisatio nal structure populated (less than 10% vacancy rate)	Number of Training intervention s and capacity building for
Ward		All wards	All Staff
Project		Developm ent and review of institutiona I structure	Skill developm ent programm es
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OHS Committee meeting and inspection for monitoring compliance with OHSA and COIDA	Quarterly 1awareness s programm e and other Communic able diseases. Attending one (1) scheduled LAC
1 OHS Committee Meeting 2) Conduct 1 OHS Training session to OHS Committee Members	Quarterly 1LAC meeting.1 prevention program and other Communic able diseases. Attending one (1) scheduled
1SCM processes for Procureme nt of PPE for all staff	Quarterly 1HIV/AIDS Prevention / awareness program and other Communic able diseases . Attending One (1)
OHS Committee Meetings and inspection Conduct 1 OHS Training to Committee members	Conduct 4 HIV/AIDS prevention / awareness programme s and other Communic able diseases. Attending (4) scheduled LAC
Conduct a number of OHS Committee meetings and inspection	Approval of an HIV/AIDS Prevention Plan by the LAC and 4 Conduct LAC
Conduct regular meetings with the OHS Committee and inspections	Ensure the establishme nt of LAC to develop HIV/Aids prevention plan
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Implement ation of the Occupatio nal Health and Safety Act and COIDA	Implement ation of the HIV/AIDS prevention plan
es and physical fitness	
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meeting.	Submissio n of the WSP Report to LG SETA	Monitoring of compliance with EE Act and other Labour Legislation s	1 LLF meeting. 120 officials
meeting LAC meeting	Quarterly Workplace Skills Plan reviewal through the HRD Committee	Submissio n of the EE Report to DOEL	1 LLF meeting. 90 officials
LAC meeting.	Quarterly Workplace Skills Plan reviewal through the HRD Committee	Alignment of EE targets with recruitment processes	1 LLF meeting. 60 officials
scheduled LAC meeting	Quarterly Workplace Skills Plan reviewal through the HRD Committee	Establishm ent and capacity building of the EE Committee	1 LLF meeting. 30 officials
meeting .	Developme nt of an Annual Training Plan (ATP)	Submission of the approved EE Report and compliance with EE Act and other prescripts	4 LLF meetings and rollout of the Code of Conduct
		Budget	
		Vote no	
	Approved organisational Workplace Skills Plan by the HRD Committee	Approved EE Plan	Number of LLF meetings
	Ensure the submission of an approved Workplace skills plan	Developme nt of EE Plan and submission of EE report	Improve the functionality of the LLF Committee
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	Implement ation of the Workplace	Skills Plan Regulation s and EE Act	Improvem ent of working employee
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	Ten (10) Draft Policies tabled to LLF and submitted to Council for adoption and approval.	Draft Policy tabled to LLF and submitted to Council for adoption and
	Conduct consultatio n processes with stakeholde rs and table draft Policies to LLF	Consultatio n with stakeholde rs and tabling of the policy to LLF
	Develop ten (10) Draft Policies for consultatio n	Implement ation of the Records Manageme nt System
	Conduct Policy Audit (situational analysis)	Develop a proper File Plan and training of Records Managem ent staff
for 120 officials	10 HR Policies Reviewed / Developed	Review Records Manageme nt Policy and develop SOP
	Number of 20 HR Policies Reviewed / Developed	Approved Records Manageme nt Policy
	Review and developme nt of HR policies in line with Legislative Requireme nts	Develop Records Manageme nt Policy and SOP
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and labour peace as per the BCEA and LRA	Review and Developm ent of policies	Develop and review Records Managem ent Policy
		To ensure effective and efficient records managem ent
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approval .	Monitoring	and	evaluation	of the	centralised	records	manageme	nt system	and EDMS
		Monitoring	of the	centralised	records	тападете	nt system	and EDMS	
		Training of	line	Managers	on the	centralised	system and	EDMS	
		Centralised Training of Training of Monitoring	line	Managers	on the	centralised	system	and EDMS	
		Centralised	Records	Manageme	nt System	and	functional	EDMS	
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	De-	centralised	Records	Manageme	nt System	and	dysfunction	al EDMS	
			Re-activate	the current	EDMS	system	1		
	All								
		Develop	centralised	Records	Managem	ent	Registry		

PERSONAL DEVELOPMENT PLAN