

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MAKANA LOCAL MUNICIPALITY AS REPRESENTED BY THE MUNICIPAL MANAGER

NAME: Mr. PUMELELO MAXWELL KATE (HEREIN REFERRED TO AS THE 'EMPLOYER')

AND

NAME: Ms. NATASHA MGCOBOKAZI KHOAHLA (HEREIN REFERRED TO AS THE 'EMPLOYEES')

FOR THE FINANCIAL YEAR: 1ST July 2023 – 30th JUNE 2024



3 COMMENCEMENT AND DURATION

- This Agreement will commence on 1st January 2024 and will remain in force until 30th June 2024 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 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 as per the agreement of the parties.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether because 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.

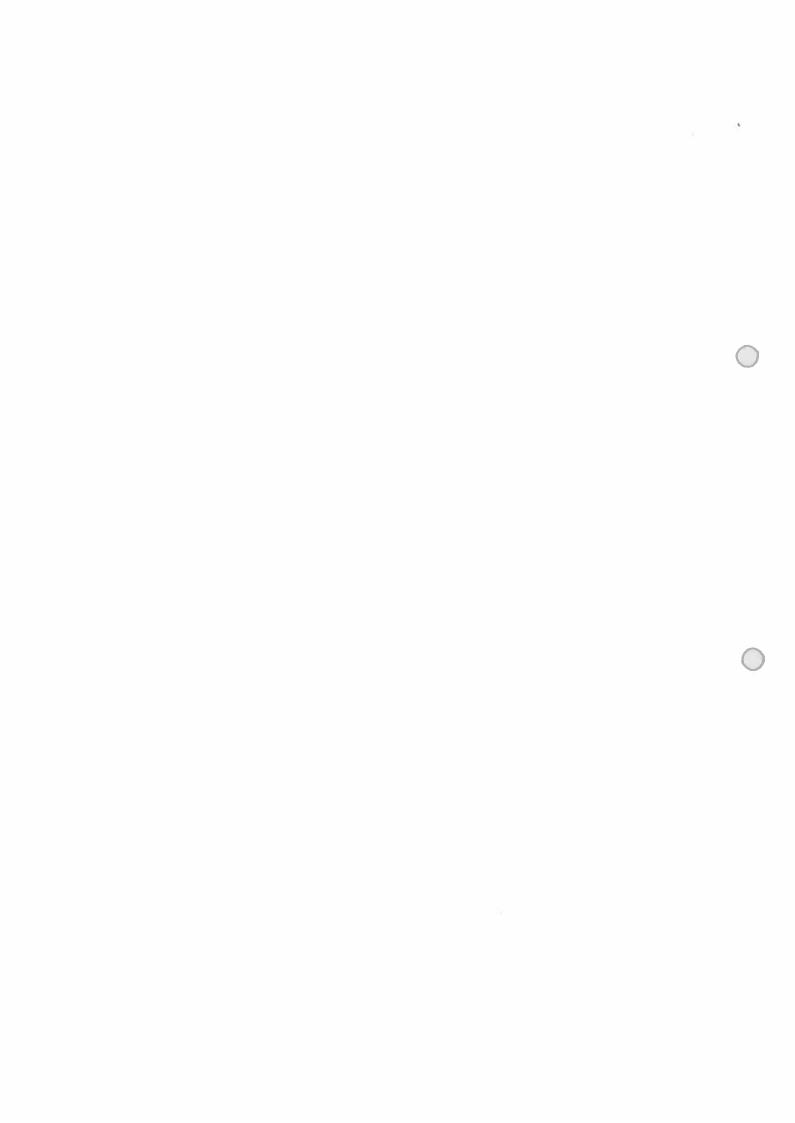
4 PERFORMANCE OBJECTIVES

- 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.
- The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** and are 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 and means of verification 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.

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REF	KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
KPA 05	Financial Viability and Management	WEIGHTING 10%
KPA 05	Good Governance and Public Participation	10%
TOTAL KPA W	HOUT	100
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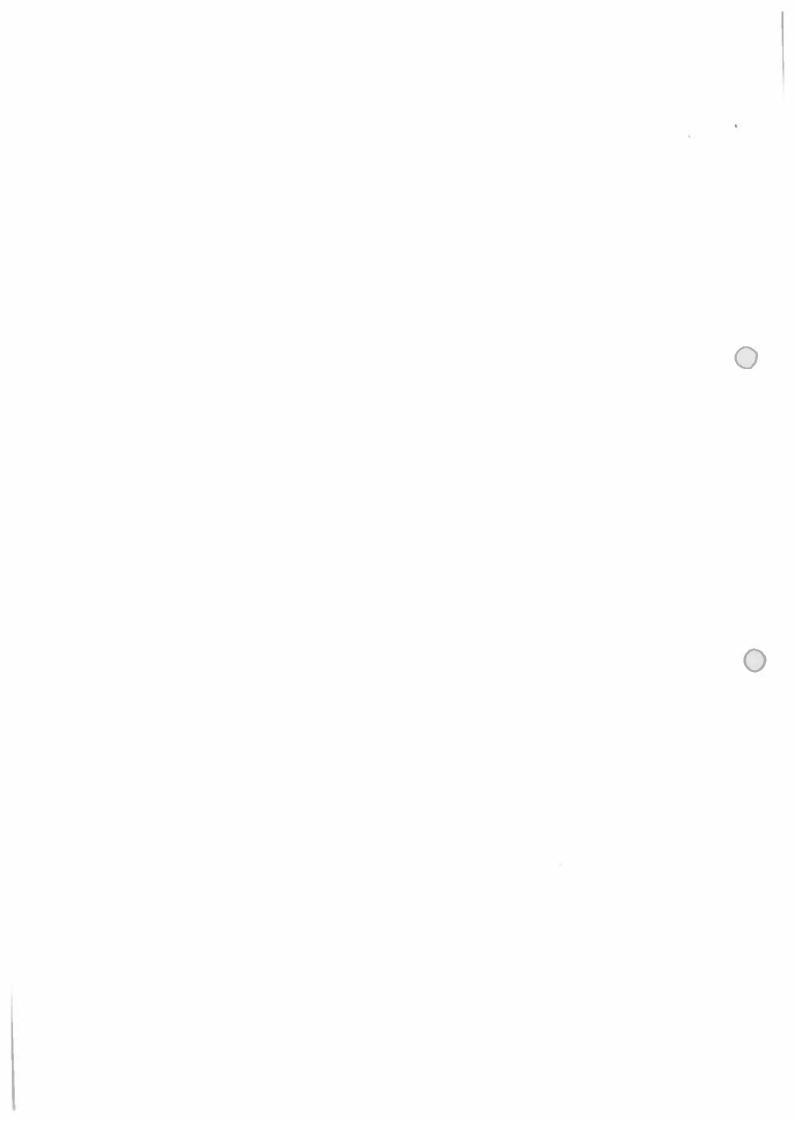
- In the case of managers directly accountable to the municipal manager, key 5.7 performance areas related to the functional area of the relevant manager must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The competencies will make up the other 20% of the Employee's assessment score. A person appointed as a senior manager must have the competencies as set out below. There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. All competencies must therefore be considered as measurable and critical in assessing the level of a senior manager's performance.

LEADII	NG COMPETENCIES	WEIGHT
01	Strategic Direction and Leadership	30%
02	People Management	10%
03	Program and Project Management	10%
04	Financial Management	10%
05	Change Leadership	10%
06	Governance Leadership	4.2
CORE	COMPETENCIES	4.2
07	Moral Competence	4.2
08	Planning and organising	4.2
09	Analysis and Innovation	4.2
10	Knowledge and Information Management	4.2
11	Communication	4.2
12	Results and Quality Focus	4.2
TOTAL		100
WEIGH		20%

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.

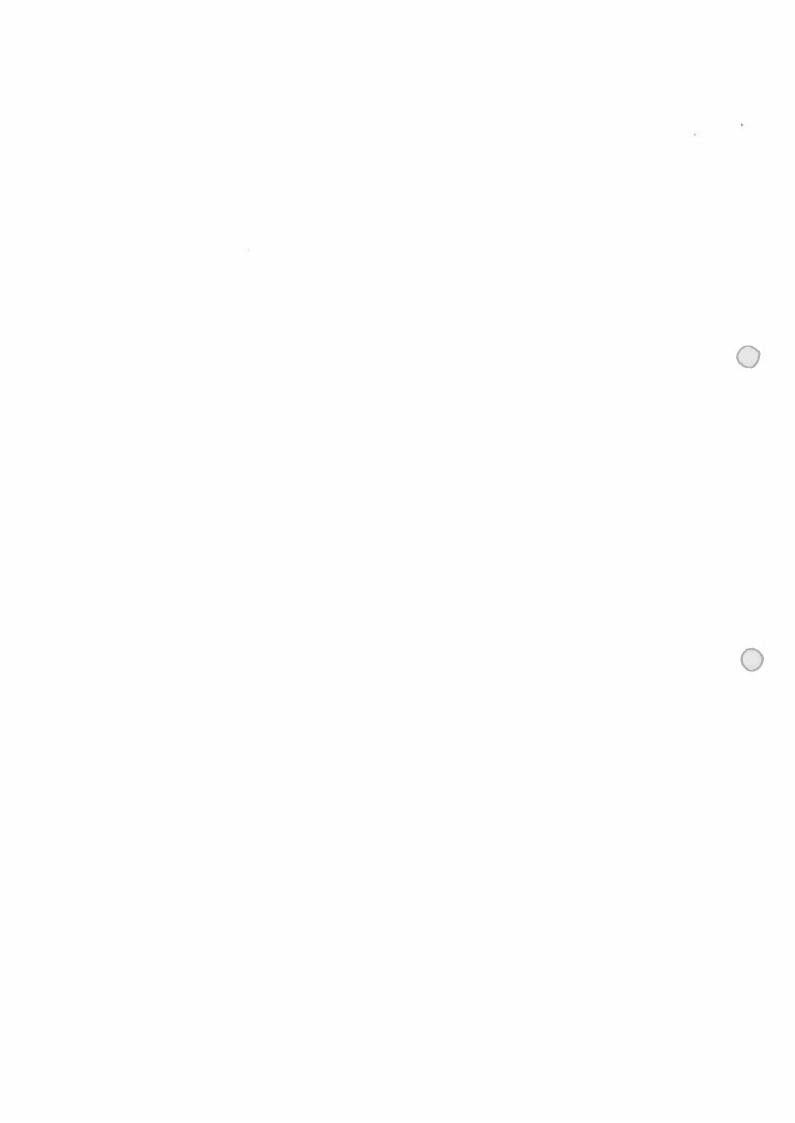
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Category	Level	Explanation
KPI's Not Met/ unacceptable performance	1	Performance does not meet the standard expected for the job. The review/ assessment indicates that the employee has achieved below fully effective results against almost all the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.
KPI's Almost Met/ Not fully effective	2	Performance is below the standard required for the job in key areas. Performance meets so9me 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.
KIP's Met / Fully effective	3	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
KPI's Well Met/ Performance significantly above expectations	4	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
KPI's Extremely Well Met/ Outstanding Performance	5	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above full 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.

- 6.7 For purposes of evaluating the annual performance of Director an evaluation panel constituted of the following persons must be established -
 - 6.8.1 Municipal Manager
 - 6.8.2 Chairperson of the audit committee
 - 6.8.3 Portfolio Chairperson
 - 6.8.4 Municipal manager from another municipality.
- 6.8 The manager responsible for human resources or any Manager appointed of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (6.7).

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9.1.5 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.

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

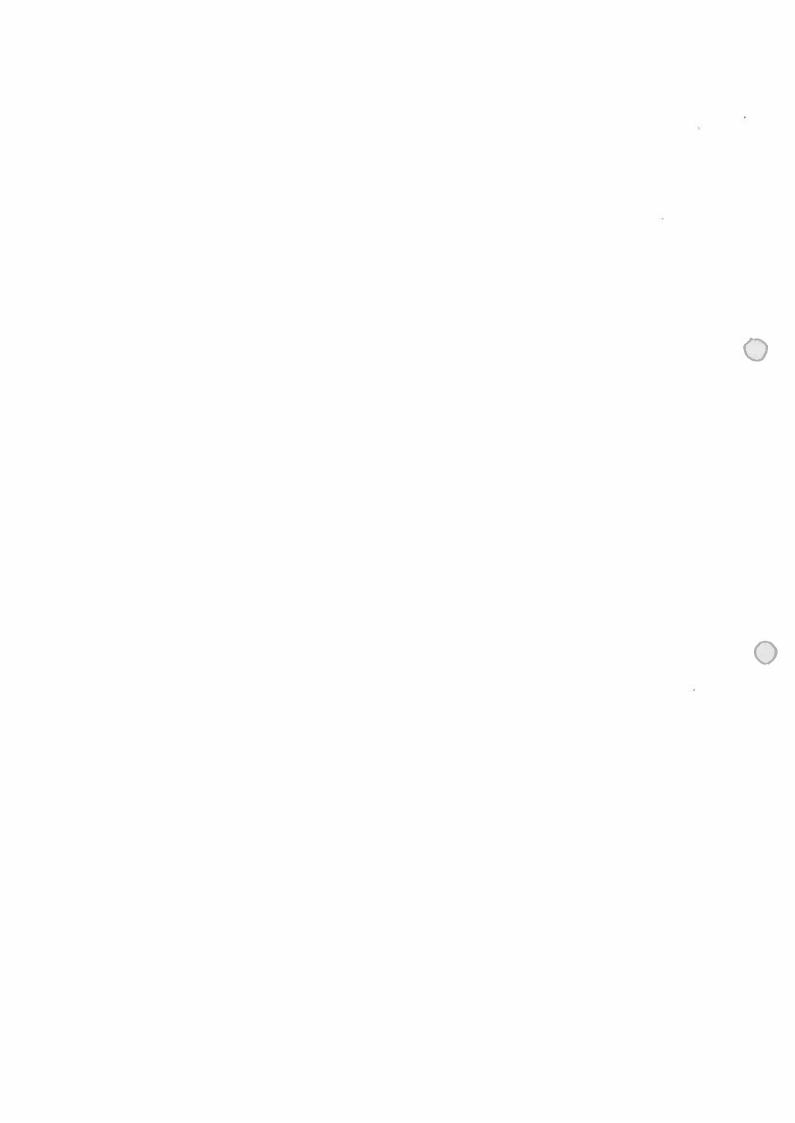
- 11.1 The evaluation of the **Employee**'s performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- A performance bonus of 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:
 - 11.2.1 A score of 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%.

SCORE	BONUS %
Less than 100	Remedial action
100 - 129	No bonus
130 - 133	5
134 - 137	6
138 - 141	7
142 - 145	8
146 - 149	9
150 - 153	10
154 - 157	11
158 - 161	12
162 - 165	13
166 - 167	14

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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.

Thus done and signed at Makhanda on this 30 day of January 2024

AS WITNESSES:

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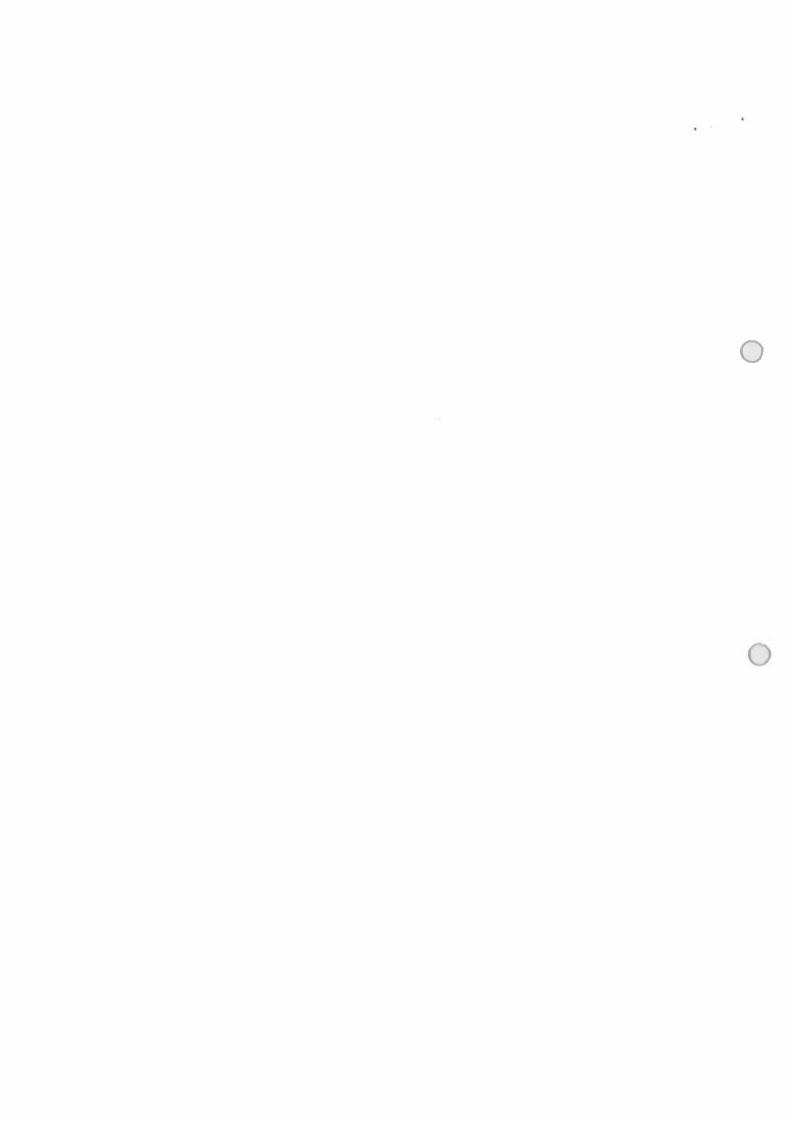
EMPLOYEE

MUNICIPAL MANAGER

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Ensure good governance and compliance	Ensure good governance Add GIS Module on to the and compilance existing Munsoit contract	Risk (2)Op	Revised Contract	Annualy	(1) Simple count	Revared SLA for scope extension from Munsoft	NA	N/A	N/A	Revised SLA for scope extension from Munsoft	Revised SLA for scope extension from Munsoft
Ensure good governance and compliance	Develop ennual action plan for Risk (3)Op implementation of the SDF and Precinct plan for Marhanda	Risk (3)Op	Annuel Action Plan Annualy	Annualy	{1}Simple count	Annual Action Plan	MA	N/A	N/A	Annuel Arton Plan	Annual Action Plan
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