

# PERFORMANCE AGREEMENT 2022/2023 FINANCIAL YEAR

Made and Entered into by and between

# THE DIPALESENG LOCAL MUNICIPALITY

Herein represented by

# **LWAZI CINDI**

(In his capacity as duly appointed Acting Municipal Manager of the Dipaleseng Local Municipality)

Herein after referred to as the "Employer"

# And MATTHEWS LUCKY MSIBI ID no. 7516Nine86

(In his Capacity as the Director Infrastructure Services of the Dipaleseng Local Municipality)

Herein after referred to as the "Employee"

Page 1 of 19 ML Msibi 2022/23 Dipaleseng Local Municipality Performance Agreement:

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# **Table of Contents**

| DEF | FINITIONS   | 3                                       |
|-----|---|---|
| 1.  | INTRODUCTION  | 4                                       |
| 2.  | PURPOSE OF AGREEMENT                                | 4                                       |
| 3.  | STRATEGIC OBJECTIVE                                 | 5                                       |
| 4.  | COMMENCEMENT AND DURATION                           | 5                                       |
| 5.  | PERFORMANCE OBJECTIVES                              | 6                                       |
| 6.  | PERFORMANCE MANAGEMENT SYSTEM                       | 7                                       |
| 7.  | EVALUATING PERFORMANCE                              | 10                                      |
| 8.  | SCHEDULE FOR PERFORMANCE REVIEWS                    | 12                                      |
| 9.  | DEVELOPMENTAL REQUIREMENTS                          | 13                                      |
| 10. | OBLIGATIONS OF THE EMPLOYER                         | 13                                      |
| 11. | CONSULTATION  | 14                                      |
| 12. | MANAGEMENT OF EVALUATION OUTCOMES                   | 14                                      |
| 13. | PERFORMANCE BONUS                                   | 15                                      |
| 14. | DISPUTE RESOLUTION                                  | 16                                      |
| 15. | GENERAL   | 16                                      |
| ANN | NEXURE A (Part1): PERFORMANCE PLAN - 2022/23 IDP    | *************************************** |
| ANN | NEXURE A (Part 2): PERFORMANCE PLAN - 2022/23 SDBIP | *******************                     |
| ANN | NEXURE B: PERSONAL DEVELOPMENT PLAN 2022/23         |   |

The employee of the Dipaleseng Local Municipality in his capacity as duly appointed Matthews Lucky Msibi of the Dipaleseng Local Municipality herein after referred to as the "Employee"

Whereas 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, 2000 as amended.

AND Whereas Section 57(1) (b) of the Act read with the Contract of employment concluded between the Parties, require them to conclude an annual Performance Agreement;

AND Whereas the Parties wish to ensure that there is compliance with Section 57(4A), 57(4B) and 57(5) of the Act, 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;

NOW Therefore the Parties agree as follows:

## **DEFINITIONS**

"The ACT" shall mean the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000 as amended)

**CCR** - Core Competency Requirements

IDP - Integrated Development Plan

**KPA** - Key Performance Area

**KPI** - Key Performance Indicator

MFMA - Municipal Finance Management Act

**REGULATIONS** - shall mean the Local Government: Municipal Systems Act

Performance Regulations for Municipal managers and Managers

directly accountable to Municipal Managers, 2006

FINANCIAL YEAR - refers to the 12 month period which the organisation determines as

its budget year.

Page 3 of 19 ML Msibi 2022/23 Dipaleseng Local Municipality Performance Agreement:

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## 1. INTRODUCTION

1.1 This performance contract is between Matthews Lucky Msibi, the Director Infrastructure Services and Lwazi Cindi in his capacity as the Acting Municipal Manager within the provisions of the delegated powers as stipulated by Council. The contract is for the 2022/32 financial year only. The expected performance reflected in this contract is based on the reviewed Integrated Development Plan (IDP) 2022/23, the Service Delivery and Budget Implementation Plan (SDBIP) 2022/23; the aforementioned documents have been adopted as working documents of Dipaleseng Local Municipality and therefore, shall be the basis of performance assessment.

## 2. PURPOSE OF AGREEMENT

The purpose of this agreement is to:-

- 2.1 Comply with the provisions of Sections 57(1) (b), (4A), (4B) and (5) of the Act as well as the employment contract entered into by and between the parties;
- 2.2 Specify objectives and targets defined and agreed to with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Dipaleseng Local Municipalities Strategic priorities, Integrated Development Plan (IDP), 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 their 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.

Page 4 of 19 ML Msibi 2022/23 Dipaleseng Local Municipality Performance Agreement:

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## 3. STRATEGIC OBJECTIVE

The Director has the overall responsibility of ensuring that she shall be, subject to the policy directives of the Council of the Municipality, responsible and accountable for administratively being in charge of the service delivery programmes within the Dipaleseng Local Municipality and any other functions as may be delegated to her by the Executive Mayor.

## 4. COMMENCEMENT AND DURATION

- 4.1 This Agreement shall commence on 1<sup>st</sup> July 2022 and will remain in force until 30<sup>th</sup> June 2023 or until a new Performance Agreement, Performance Plan and Personal Development Plan is concluded between the parties for the ensuing financial year or part thereof.
- 4.2 The parties will review the provisions of this Agreement during June each year and will conclude not later than 31st July of each ensuing financial year a new Performance Agreement, Performance Plan and Personal Development Plan that replaces this Agreement.
- 4.3 This Agreement will terminate on the termination of the employment contract entered into by and between the parties for whatever reason.
- 4.4 The parties agree that the contents of the agreement may be revised at any time during the duration thereof with the purpose to determine the applicability thereof.
- 4.5 If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised.

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# 5. PERFORMANCE OBJECTIVES

- 5.1 The Performance Plan Annexure "A" sets out:
  - 5.1.1 The performance objectives and targets that must be met by the Employee and;
  - 5.1.2 The time frames within which those performance objectives and targets must be met.
- 5.2 The performance objectives and targets reflected in *Annexure "A*" are set by the Employer in consultation with the Employee, and are based on the IDP, SDBIP and Budget of the Employer and shall include the following:
  - 5.2.1 The key objectives that describe the main tasks that need to be done;
  - 5.2.2 The key performance indicators and means of verification that provide the details of the evidence that must be provided to show that a key objective has been achieved;
  - 5.2.3 The target dates that describe the timeframes in which the work must be achieved;
  - 5.2.4 The weightings showing the relative importance of the key objectives to each other.
- 5.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 5.4 The Employer will make available to the Employee such employees as the Employee may reasonably require from time to time to assist them to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Employee to ensure that they comply with those performance obligations and targets.
- 5.5 The Employee will at their request be delegated such powers by the Employer as may in the discretion of the Employer be reasonably required from time to time to enable them to meet the performance objectives and targets established in terms of this Agreement.
- 5.6 The Employee acknowledges the fact that the Employer is entitled to review and make reasonable changes to the provisions of *Annexure "A"* from time to time for operational reasons. The Employer agrees that the Employee will be fully consulted before any such change is made.

Page 6 of 19 ML Msibi 2022/23 Dipaleseng Local Municipality Performance Agreement:

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5.7 The provisions of **Annexure** "A" may be amended by the Employer when the Employer's performance management system is adopted, implemented and/or amended as the case may be.

# 6. PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the municipality, management and municipal staff of the municipality.
- 6.2 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 municipality, management and municipal staff to perform to the standards required.
- 6.3 The Employer shall consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 6.4 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 6.5 The criteria upon which the performance of the **Employee** must be assessed consist of two components, both of which must be contained in the performance agreement-
  - 6.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Competency Requirements (CCR's), respectively.
  - 6.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
  - 6.5.3 KPA's covering the main areas of work will account for eighty percent (80%) and CCR's will account for twenty percent (20%) of the final assessment.
- 6.6 The **Employee's** assessment will be based on their performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute eighty percent (80%) of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**.

2022/23 Dipaleseng Local Municipality Performance Agreement:

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| KPA   | KEY PERFORMANCE AREAS (KPA'S)                                       | WEIGHTING |
|-------|---|-----------|
| 1.    | Basic Service Delivery  | 75%       |
| 2.    | Municipal Financial Viability and                                   | 10%       |
| 3.    | Management  Municipal Institutional Development and  Transformation | 5%        |
| 4.    | Good Governance and Public Participation                            | 5%        |
| 5.    | Local Economic Development (LED)                                    | 5%        |
| 6.    | Spatial Rationale   | 0%        |
| TOTAL |   | 100%      |

- 6.7 The key performance areas related to the functional area of Employee shall be subject to negotiation between the Employer and the Employee.
- 6.8 The CCRs will make up the other 20% of the **Employee's** assessment score as follows:

| С   | ORE COMPETENCIES REC                   | QUIREMENTS FOR EMPLOYEES (CCR's)   | WEIGHT     |
|-----|--|--|------------|
|     | MANAGE                                 | RIAL COMPETENCIES  |            |
| NO. | Competency                             | Proficiency Statement  | Weight (%) |
| 1.  | Strategic Capability and<br>Leadership | Skills to be able to provide a vision, set the direction for the municipality or department and inspire others in order to deliver on the municipality's mandate and strategic priorities  | 10%        |
| 2.  | Programme and Project<br>Management    | Skills to enable the individual to plan, manage, monitor and evaluate specific activities in order to ensure that policies are implemented and that local government objectives are achieved   | . 5%       |
| 3.  | Financial Management                   | Skills required managing projects and /or programmes in the department within the constraints of a budget. This includes being able to plan a budget at the beginning of the financial year, controlling costs throughout the year by allocating resources appropriately and understanding and anticipating the impact of other departments on own budget and adopting where necessary | 5%         |
| 4.  | Change Management                      | Skills to initiate and support municipal transformation and change in order to implement new initiatives succesfully and deliver on service delivery commitments   | 5%         |
| 5.  | Knowledge Management                   |  | 5%         |

Page **8** of **19** ML Msibi 2022/23 Dipaleseng Local Municipality Performance Agreement:

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|   |  | and applicable legislation   |     |
|---|--|--|-----|
|   | ervice delivery  | This is about resolving to work well to achieve a high standard by trying to improve on the way things are done and by working towards achieving the work objectives. It is also about putting plans into action, meeting deadlines, taking initiative and solving problems to make sure that things get done. Employees do not wait to be told to do something but rather are encouraged to use their initiative to make sure that things get done accurately and efficiently   | 5%  |
|   | Problem Solving and<br>Analysis                              | resolve existing and anticipated problems in order to reach optimum solutions in a timely  | 5%  |
| [                                       | People Management,<br>Diversity and<br>empowerment           | Skills to manager and encourage people, optimise their outputs and effectively manage relationships. This includes holding regular meetings with her / his team so that information can be shared and so that the team is aware of decisions that may affect them. It is also involves distributing workloads so that individuals skills are used appropriately and so that the work is evenly spread, making sure that the team has the necessary tools and resources in order to do their work and motivating the team so that they are committed to achieving the goals of the department and           | 5%  |
|   | Client Orientation and<br>Customer focus                     | ultimately the municipality  Whether providing a service to an internal or external customer, this means trying to determine the needs of the customer and then meeting those needs. At a minimum employees are required to react to queries, keeping promises, being hones in all their dealings, adhering to policies, procedures and delegations, keeping the client up to date, being friendly and helpful at solving problems quickly and without argument. Ideally managers are required to be proactive by trying to understand needs of the customer and providing an appropriate service based on | 5%  |
| 10.                                     | Communication  | these underlying needs  Skills to be able to exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the desired outcomes  | 5%  |
| 11.                                     | Accountability, Ethical<br>Conduct, Honesty and<br>Integrity | Must be able to display and build the highest standards of ethical and moral conduct in order to promote confidence and trust in the municipality  | 10% |
| CORE                                    | OCCUPATIONAL COMP  | ·  |     |
| - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | Policy conceptualization and implementation                  |  | 5%  |
|   | Mediation skills   |  | 5%  |

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| 5%   |
|------|
|      |
| 5%   |
| 7,5% |
| 5%   |
|      |

# 7. EVALUATING PERFORMANCE

- 7.1 Annexure "A" to this Agreement sets out:
  - 7.1.1 The standards and procedures for evaluating the Employee's performance; and
  - 7.1.2 The intervals for the evaluation of the **Employee's** 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 (PDP)**, **Annexure** "B" as well as the actions.
  - 7.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.
  - 7.5 The annual performance appraisal must involve:
    - 7.5.1 Assessment of the achievement of results as outlined in the performance plan-
  - (i) Each KPA should 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.
  - (ii) An indicative rating on the five-point scale should be provided for each KPA.
  - (iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

Page 10 of 19

2022/23 Dipaleseng Local Municipality Performance Agreement:

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#### Assessment of the CCRs-7.5.2

- (i) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (ii) An indicative rating on the five-point scale should be provided for each CCR
- (iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- (iv) The applicable assessment-rating calculator must then be used to add the scores and calculate a final CCR score.
- 7.5.3 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 CCR's:

| LEVEL | TERMINOLOGY   | DESCRIPTION  | R/ | ATIN | G |   |   |
|-------|---|--|----|------|---|---|---|
|       |   |  | 1  | 2    | 3 | 4 | 5 |
| 5     | Outstanding<br>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<br>significantly<br>above<br>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     | Performance<br>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   |    |      |   |   |   |

Page 11 of 19

2022/23 Dipaleseng Local Municipality Performance Agreement:

|                            | 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 performance 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. |  |

- 7.7 For purposes of evaluating the annual performance of the Employee an evaluation panel constituted of the following persons must be established-
  - 7.7.1 Municipal Manager
  - 7.7.2 Chairperson of the Performance Audit Committee or the Chairperson or designated performance management specialist of the audit committee in the absence of a performance audit committee;
  - 7.7.3 Member of the Mayoral or Executive Committee
  - 7.7.4 Municipal Manager from another municipality.
  - 7.7.5 Member of a ward committee as nominated by the Executive Mayor

The Executive Director and / or manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels.

# 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of the Employee in relation to their 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:

| QUARTER | PERIOD             | REVIEW DATE                                  |
|---------|--------------------|--|
| 1       | July - September   | Before end of October 2022                   |
| 2       | October - December | Before end of February 2022 (Midyear Review) |
| 3       | January - March    | Before end of April 2023                     |
| 4       | April- June        | Before end of September 2023                 |

Page 12 of 19 ML Msibi 2022/23 Dipaleseng Local Municipality Performance Agreement:

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- 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 the performance plan from time to time for operational reasons on agreement between both parties.
- 8.5 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

# 9. DEVELOPMENTAL REQUIREMENTS

9.1 A **Personal Development Plan (PDP)** for addressing developmental gaps is attached as **Annexure "B"** and shall form part of this agreement.

# 10. OBLIGATIONS OF THE EMPLOYER

- 10.1The Employer shall:
  - 10.1.1 create an enabling environment to facilitate effective performance by the Employee;
  - 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 them to meet the performance objectives and targets established in terms of the agreement; and
  - 10.1.5 Make available to the employee such resources as the Employee may reasonably require from time to time assisting them to meet the performance objectives and targets established in terms of the agreement.

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## 11. CONSULTATION

- 11.1 The Employer agrees to consult the Employee timeously where the exercising of the Employee 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;
  - 11.1.3 A substantial financial effect on the Municipality.
- 11.2 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.

# 12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance shall form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus ranging from five percent (5%) to fourteen percent (14%)of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance, subject thereto that, 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 one hundred and thirty percent (130%) to one hundred and forty nine percent (149%) is awarded a performance bonus ranging from five percent (5%) to nine percent (9%); and
  - 12.2.2 A score of one hundred and fifty percent (150%) and above is awarded a performance bonus ranging from ten percent (10%) to fourteen percent (14%).

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2022/23 Dipaleseng Local Municipality Performance Agreement:

12.3 The performance bonus referred to in 12.2 here above is payable annually and constituted as follows:

| SCORE     | 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      |

- 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 their performance; and
  - 12.4.2 After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out their duties.

## 13. PERFORMANCE BONUS

In accordance with Regulation 805, section 32, a performance bonus, based on affordability, may be paid to the employee, after

- 13.1 the annual report for the financial year under review has been tabled and adopted by the municipal Council;
- 13.2 an evaluation of performance in accordance with the provisions of section 7; and
- 13.3 approval of such evaluation by the municipal Council, as a reward for outstanding performance.

Page **15** of **19** ML Msibi

2022/23 Dipaleseng Local Municipality Performance Agreement:

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## 14. DISPUTE RESOLUTION

# 14.1 DISPUTE ON PERFORMANCE AGREEMENT

Any disputes about the nature of the Performance Agreement, whether it relates to key responsibilities, priorities, methods of assessment and /or any other matter provided for, shall be mediated by –

- (a) In the case of the municipal manager, the MEC for local government in the Province within thirty (30) days of receipt of a formal dispute from the employee or any other person designated by the MEC; and
- (b) In the case of managers directly accountable to the municipal manager, the executive mayor within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both Parties.

# 14.2 DISPUTE ON OUTCOME OF PERFORMANCE EVALUATION

Any disputes about the nature of the Performance Evaluation, whether it relates to key responsibilities, priorities, methods of assessment and /or any other matter provided for, shall be mediated by –

- (a) In the case of the municipal manager, the MEC for local government in the Province within thirty (30) days of receipt of a formal dispute from the employee or any other person designated by the MEC; and
- (b) In the case of managers directly accountable to the municipal manager a member of the Municipal Council provided that such member was not part of the evaluation panel provided for in Regulation 805 section 27(4)(e) within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both Parties.

## 15. GENERAL

- 15.1 The contents of the Agreement must be made available to the public by the Employer in accordance with the MFMA, 2003 and section 46 of the Act.
- 15.2 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.
- 15.3 The performance assessment results of the Employee shall be submitted to the Council within fourteen (14) days after the conclusion of the assessment.

2022/23 Dipaleseng Local Municipality Performance Agreement:

Page 16 of 19 ML Msibi

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## **16. ATTESTATION**

The parties hereby agree having read understood and received a copy of this agreement which contents are hereby accepted in all entireties.

Thus done and Signed at Balfour on this 22 day of June 2022.

| ML Msibi<br>Director |
|----------------------|
|                      |

Thus done and Signed at Balfour on this 22 day of  $30 \times 6$  2022.

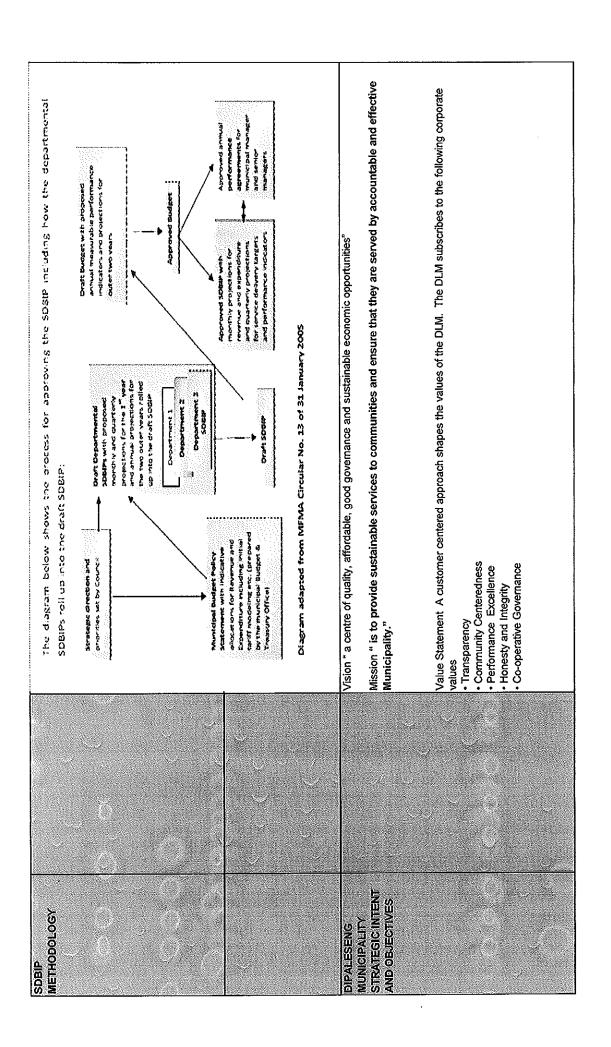
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|           | 1.       |
| 2         |          |

L Cindi Municipal Manager (A)

|                              |  |   |                    | Baselines | Annual Terget | Quai      | rtely Targets - 202   | Quartely Targets - 2022/2023 Financial Year | ğ             | Portfolio of Evidence (PoE)  |
|------------------------------|--|---|--------------------|-----------|---------------|-----------|-----------------------|---|---------------|--|
| Planning Level               | Strategic Objective  | KP3   | Budget             |           | 3000          | Outside 1 | Outper 2              | Ouarter 3                                   | Quarter 4     |  |
| Strategic Goal 2             | increased provision of access to<br>quality services in a sustainable  |   |                    |           |               |           | · semiconomi poderina |   |               |  |
|                              | way complying with legislation   |   |                    |           |               |           |                       |   |               |  |
| Strategic Objective: 2.1     | increased access to basic services in compliance to legislation  | Average Percentage access to basic services and compliance to legislations  |                    |           |               |           |                       | 123 (A)                                     | 39233<br>3333 | Servicos Applications and/or Happy                                       |
|                              |  | ded with  | Opex               | 14 750    | 5             | 5         | ų.                    | 4   | ω             | letters signed by beneficiaries  |
| Projec.2.1.                  |  | madama  |                    |           |               |           | <u> </u>              | ,   |               | Services Applications and/or Happy                                       |
| Project.2.2                  | ices.  | provided with<br>1023   | Opex               | 14 300    | ង             | n         | ហ                     | <b>.</b><br>دب                              | 57            | letters signed by beneficiaries  |
| Project.2.3                  | Improved distribution of Municipal electricity services  | Number of households with provided with electricity services by June 2023   | Grant - INEP [R3m] | 13750     | 100           | 25        | K                     | 25  | 25            | letters signed by beneficiaries  Completion certificate and/ or Progress |
| Project 2.4                  | improved surfaced road network   | Km's of new paving roads upgraded by 30   | Grant - MIG [R10m] | 104       | 0.802         | ٥         | ·                     | ٥   | 0.802         | Reports and/or Photos  |
| 3                            | Improved regravelled road  |   | Орех               | 33        | 30            | 10        | tri                   | 5   | 10            | maintenance Reports and/or Photos  |
| Project.2.6                  | Improved road network (Pothole   | or each rimanual four<br>m² of roads patched by 30 June of each<br>Financial Year   | Орех               | 13000     | 13000         | 750       | 750                   | 750   | 750           | maintenance Reports and/ or Photos                                       |
| Project.2.7                  | Improved Stormwater drainage maintenance   | km's of stormwater drainage maintained<br>by 30 June of each Financial Year   | Opex               | 33        | 16            | v         | ω                     | ហ   | S S           | maintenance Reports and/ or Photos                                       |
| Project 2.8                  | Conduct awareness campaigns for water and energy conservation  | Number of awareness campaigns conducted on water and energy conservation on quarterly basis (Contember, December, March & June) | Opex               | 4         | 4             | ş.s.      |                       | 44  | ,,            | Attendance registers and photos and/or Pamphlets                         |
| Project.2.9                  | Implementation of MIG Projects   | Number of MIG Projects completed by June of each Financial year (September, December, March & June)                             | Grant - MIG        | 4         | ω,            | 0         | o                     | o   | w             | Progress Report with photos and/or<br>Compistion certificate             |
| Project.2.10                 | implementation of INEP Projects  | Number of INEP Projects completed by 30 June (September, December, March & June)  | Grant - INEP       | 1-7       | и             | 0         | 0                     | ٥   | 2             | Progress Report with photos and/or<br>Completion certificate             |
|                              |  | Number of PMU Business Plan/s   | Opex               | μ         | 1             | 0         | 0                     | 1   | o             | Approved PMU Business Plan   |
| Project.Z.11                 | Cardoo Milo Brokerte   | Number of MIG Projects Registered by 30   | Opex               | 4         | ω             | 0         | 0                     | 3   | °             | Approved MIG Business Plan   |
| Projection                   | A Lance Of the Control of the Contro | Number of INEP Projects Registeredby 30   | Opex               | 1.1       | · tu          | 0         | 0                     | ω   | 0             | Approved INEP Business Plan  |
| Project.2.13                 | Register of INC. Frojeco   | June of each FY<br>Number of DORA (MIG) Reports   | Oper               | 12        | E .           | ω         | 3                     | ω   | ω             | Monthly DORA report submitted/ Payment Certificates                      |
| Project.2.14                 | Develop DORA Reports   | developed by the 7th of each month Number of DORA (INEP) Reports  | O Gas              | 12        | 13            | ω         | ω                     | ы   | IJ            | Monthly INEP report and/or Payment Certificates                          |
| Project 2.15 Project 5.2.2.2 | Develop (NEP Reports  Updated Risk Register  | developed by the 7th of each month  Number of Strategic and operational Risk Register updated - Quartely (September,            | Opex               | 4         | 4             | щ         | 44                    | دو  | <b>p-&gt;</b> | Updated Risk Register  |
|                              | A Medicanta Dioko  | Number of risks mitigated - Quartely<br>(Soutember, December, March & June  | Opex               |           | &             | N         | 2                     | 2   | N             | Risk Activities Reports  |
| -                            | 4  | 2023)   |                    |           |               |           |                       |   |               |  |

KPA 2: BASIC SERVICES AND INFRASTRUCTURE DEPARTMENT - SDBIP FOR 2022/2023 FINANCIAL YEAR

|   |   | LEGISLATION<br>FRAMEWORK  |  | INTRODUCTION  |
|---|---|---|--|---|
| The mayor must ensure that the revenue and expenditure projection for each month and the service delivery targets and performance indicators as set out in the SDBIP are made public with 14 days after approval. The SDBIP may be revised at lower layers of the plan by the municipal manager and directors taking into consideration each months or quarterly actual performance. The top-layer SDBIP and its targets cannot be revised without notifying council, any changes to the top-layer SDBIP targets, performance indicators must be approved by council following the adjustment budget in terms of section 54 (1) (c) of the MFMA. The council approval is meant to avoid a situation where service delivery targets may be revised downwards in the event of poor performance. | Section 69 (3) (a) of the MFMA requires the accounting officer to submit a draft to the mayor no later than 14 days after the approval of the budget and drafts of the performance agreements as required in terms of Section 57 (1) (b) of the Municipal Systems Act.  Section 53 (1) (c) requires that a municipality's Service Delivery and Budget Implementation Plan be approved by the Mayor within 28 days after the approval of the budget. | Section 1 of the Local Government: Municipal Finance Management Act, Act 56 of 2003 defines the Service Delivery and Budget Implementation Plan as:  "a detailed plan approved by the mayor of a municipality in terms of section 53 (1) (c) (ii) for implementing the municipality's delivery of services and the execution of its annual budget and which must include (as part of the top-layer) the following:  (a) Projections for each month of –  (i) Revenue to be collected by source; and  (ii) Operational and capital expenditure, by Mscoa seqments  (b) Service delivery targets and performance indicators for each quarter" | MFMA Circular 13 of 2005 gives effect to the provisions of Section 53 (1) (c)(ii) of the Local Government: Municipal Finance Management Act. The Circular states that the Service Delivery and Budget Implementation Plan give effect to the Integrated Development Plan and the Budget of the Municipality. It provides a vital link and alignment between the Integrated Development and the Budget of the Municipality. | In terms of Section 53 (1) (c) (ii) the Local Government. Municipal Finance Management Act, Act 56 of 2003, a Mayor of the Municipality must approve the service delivery and budget implementation plan of the municipality within 28 days after the approval of the final budget. |



| DIPALESENG MUNICIPALITY'S IDP SITRATEGIC OBJECTIVES             | <ul> <li>Improved efficiency and effectiveness of Municipal administration</li> <li>Improved efficiency of planning, monitoring, evaluation and reporting processes</li> <li>Improved provision of basic services in a sustainable way to our communities</li> <li>Increased access to municipal services to all households</li> <li>Enhanced Financial Viability and Improved Financial Management</li> <li>Improve Financial Standing of the Municipality</li> <li>Improve community confidence in the system of local government</li> </ul> | l administration ation and reporting processes ble way to our communities eholds ial Management cal government  |
|---|--|---|
| SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN REPORTING CYCLE | The Service Delivery and Budget Implementation Committee to monitor institutional performance, employees. The Service Delivery and Budget Impon the performance of the municipality and will be Dipaleseng and all interested stakeholders. It will intervention to correct poor performance.  The reporting cycle of this Service Delivery and Ethe PMS Policy. Reporting will be done:   | The Service Delivery and Budget Implementation Plan is a management tool that will be used by the Executive Management Committee to monitor institutional performance, departmental performance, SBU performance and individual performance of employees. The Service Delivery and Budget Implementation Plan will be used by Mayoral Committee and Council to play oversight on the performance of the municipality and will be used as the basis of reporting municipal performance to the community of Dipaleseng and all interested stakeholders. It will serve as a early warning system for poor performance and will allow for timeous intervention to correct poor performance.  The reporting cycle of this Service Delivery and Budget Implementation Plan is aligned to the Council approved PMS Framework and the PMS Policy. Reporting will be done: |