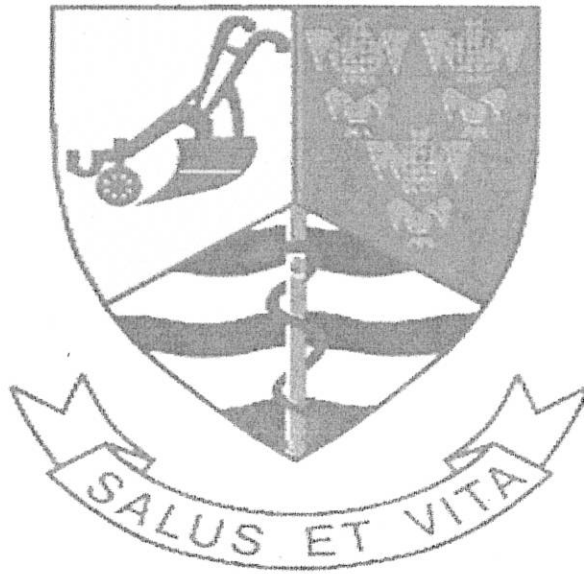


BELA - BELA LOCAL MUNICIPALITY



2024/2025

ANNUAL PERFORMANCE AGREEMENT

FOR

DS MALOPE

SENIOR MANAGER

SOCIAL AND COMMUNITY SERVICES

VW TG DS TG

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE BELA-BELA LOCAL MUNICIPALITY

AS REPRESENTED BY THE MUNICIPAL MANAGER

TG RAMAGAGA

(Herein and after referred to as the Employer)

AND

DS MALOPE

(Herein and after referred to as the Employee)

FOR THE PERIOD

01 NOVEMBER 2024 TO 30 JUNE 2025 FINANCIAL YEAR

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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 No. 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;
- 1.5 In this Agreement, the following terms will have the meaning ascribed thereto:
 - 1.5.1 “**Core competencies**”- means competencies that cut across all levels of work in a municipality and enhance contextualized leadership that guarantees service delivery impact;
 - 1.5.2 “**Leading competencies**”- means competencies that are required to develop clear institutional strategy, initiate, drive and implement programs to achieve long-term sustainable and measurable service delivery performance results;
 - 1.5.3 “**this Agreement**”- means the performance Agreement between the Employer and the Employee and the Annexures thereto;
 - 1.5.4 “**the Mayor**”- means the Mayor of council appointed in terms of the Local Government: Municipal Structures Act No. 117 of 1998;
 - 1.5.5 “**the Employee**”- means the **Senior Manager Social and Community Services** appointed in terms of Section 56 (1) (a) (i) of the Local Government Municipal Systems Act No 32 of 2000
 - 1.5.6 “**the Employer**”- means Bela-Bela Municipal Council ; and
 - 1.5.7 “**the Parties**” means the Employer and the Employee.


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1.5.8 Regulations

- 1.5.8.1 Local Government: Municipal Planning and Performance Management regulations, 2001
- 1.5.8.2 Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly Accountable to Municipal Managers, 2006
- 1.5.8.3 Local Government: Regulations on appointment and conditions of employment of senior managers. (17 January 2014)
- 1.5.8.4 Local Government: Municipal Regulations on minimum Competency Levels, 2007, issued in terms of the Municipal Finance Management Act, No. 56 of 2003, as published under Government Notice No. 493 in Government Gazette No. 29967 of 15 June 2007
- 1.5.9 “**Municipal Manager**” – means a Municipal Manager or Acting Municipal Manager, appointed in terms of section 54A of the Local Government: Municipal Systems Act No. 32 of 2003.
- 1.5.10 “**Senior Manager**” – means a Manager directly accountable to Municipal Manager, appointed in terms of section 56 of the Local Government: Municipal Systems Act No. 32 of 2003.
- 1.5.11 “**Evaluation Panel**”- means the committee constituted for the purpose of evaluating performance of the Municipal Manager and Managers directly accountable to the Municipal Manager.

2. PURPOSE OF THE PERFORMANCE AGREEMENT

2.1 The purpose of this Agreement is to:

- 2.1.1 Comply with the provisions of Section 57(1) (b), (4A), (4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 2.1.2 Specify objectives in terms of the key performance indicators and targets defined and agreed with the employee and to communicate to the employee the employer’s expectations of the employee’s performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget implementation Plan (SDBIP) and the Budget of the municipality;
- 2.1.3 Give effect to the employer’s commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

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- 2.1.4 Specify accountabilities as set out in a Performance Plan, which forms an Annexure to the Performance Agreement.
- 2.1.5 Monitor and measure performance against set targeted outputs;
- 2.1.6 Use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.1.7 Reward the **Employee** appropriately, in the event of outstanding performance;
- 2.1.8 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on **01 November 2024**, irrespective of the date on which it was signed by both **Parties**, and will remain in force until **30 June 2025** 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 conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason; and
- 3.4 The Parties agree to review the provisions of this agreement during **June** each year
- 3.5 If at any time during the validity of this Agreement the work environment alters to the extent that the contents of this Agreement are no longer appropriate, the contents must, by mutual agreement between the **Parties**, 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
 - 4.1.2 The time frames within which those performance objectives and targets must be met; and
 - 4.1.3 The Competencies comprising of the Leading Competencies and the Core Competencies
- 4.2 The performance objectives, and targets reflected in Performance Plan are set by the **Employer** in consultation with the **Employee** and based on the Approved 2024/2025 Integrated Development Plan, Approved 2024/2025 Service Delivery and Budget

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Implementation Plan (SDBIP) and the Approved 2024/2025 Budget of the **Employer**, and shall include:

- 4.2.1 Key objectives: that describes the main tasks that need to be done;
- 4.2.2 Key performance indicators: that provides the details of the evidence that must be provided to show that a key objective has been achieved;
- 4.2.3 Target dates: that describes the time frame in which the targets must be achieved; and
- 4.2.4 Weightings: showing the relative importance of the key objectives to each other;
- 4.3 The Personal Development Plan (Annexure B) sets out the **Employee's** personal development requirements in line with the objectives and targets of the **Employer**; and
- 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.
- 4.5 Disclosure of Financial Interests (Annexure C) set out the financial interests of the employee

5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the municipality;
- 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**;
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the (KPAs), including special projects relevant to the employee's responsibilities, within the local government framework;
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, Operational Performance in the form of key performance indicators (KPIs) under specific Key Performance Areas (KPAs) and Competencies: Leading- and Core Competencies, both of which shall be contained in the Performance Agreement.

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5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Competencies: Leading- and Core Competencies respectively.

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

5.5.3 KPA's covering the main areas of work will account for 80% and Competencies: Leading – and Core Competencies will account for 20% of the final assessment.

5.6 The **Employee's** assessment will be based on his / her performance in terms of the key performance indicator outputs / outcomes 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	Weighting
1	Basic Service and Infrastructure Development	70%
2	Municipal Institutional Development and Transformation	10%
3	Local Economic Development (LED)	0%
4	Municipal Financial Viability and Management	10%
5	Good Governance and Public Participation	10%
6	Spatial Rationale	0%
	Total	100%
The KPA must constitute 100% and be converted to 80%		

5.7 In the case of managers directly accountable to the municipal manager, KPA's related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.

6. COMPETENCY FRAMEWORK¹

6.1 A person appointed as a senior manager must have the competencies as set out in this framework. Focus must also be placed on the following key factors:

- (a) Critical leading competencies that drive the strategic intent and direction of local government;
- (b) Core competencies which senior managers are expected to possess, and which drive the execution of the leading competencies; and
- (c) The eight Batho Pele principles.

6.2 The competency framework consists of **six leading competencies** which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.

6.3 The competency framework further involves **six core competencies** that act as drivers to ensure that the leading competencies are executed at an optimal level.

6.4 Competency Framework Structure

6.4.1 The competencies that appear in the competency framework are detailed below:

CRITICAL LEADING COMPETENCIES	
Six (6) Leading Competencies	Twenty (20) driving competencies
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring
Change Management	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation

¹ This competency Framework replaces regulation 26 (8) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, (Government Notice No. 805) as published in Government Gazette No. 29089 of 1 August 2006.

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CRITICAL LEADING COMPETENCIES	
Six (6) Leading Competencies	Twenty (20) driving competencies
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance
SIX (6) CORE COMPETENCIES	
Moral Competence	
Planning and Organising	
Analysis and Innovation	
Knowledge and Information Management	
Communication	
Results and Quality Focus	

7. PERFORMANCE ASSESSMENT

7.1 The Performance Plan (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 as well as the actions agreed to and implementation must take place within set time frames;

7.4 The **Employee's** performance will be measured in terms of contributions to the strategic objectives and strategies set out in the **Employer's** IDP.

7.5 The Annual performance appraisal will involve:

7.5.1 Assessment of the achievement of results as outlined in the Performance Plan

(a) 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

(b) Values are supplied for KPI's and Activities under each KPA as part of the Institutional Assessment. Based on the Target for an activity or KPI, over or under performance are calculated and converted to the 1-5 point scale automatically. These scores are carried over to the applicable

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employee's performance plan. During assessment, the employee has a chance to submit evidence of performance where a disagreement

(c) The Employee will submit his self-evaluation to the Employer prior to the formal assessment; and

(d) An overall score will be calculated based on the total of the individual scores calculated above.

7.5.2 Assessment of the Leading Competencies and Core Competencies:

(a) There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance.

(b) All competencies must therefore be considered as measurable and critical in assessing the level of a senior manager's performance.

(c) The competency framework is underscored by four (4) achievement levels that act as benchmark and minimum requirements for other human capital interventions, which are, recruitment and selection, learning and development, succession and planning, and promotion.

7.5.3 Achievement Levels

7.5.3.1 The achievement levels indicated in the table below serves as a benchmark for the appointments, succession planning and development interventions.

7.5.3.2 Individuals falling within the Basic range are deemed unsuitable for the role of senior manager, and caution should be applied in promoting and appointing such persons.

7.5.3.3 Individuals that operate in the Superior range are deemed highly competent and demonstrate an exceptional level of practical knowledge, attitude and quality. These individuals should be considered for higher positions, and should be earmarked for leadership programs and succession planning.

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