

# **INGQUZA HILL LOCAL MUNICIPALITY**

## **PERFORMANCE AGREEMENT**

**Made by and entered into between**

**Municipal Manager : Mr.V.C Makedama**

**And**

**Technical Manager : Asanda Hlehliso**

**2024/2025 FINANCIAL YEAR**

## **ACRONYMS**

<b>SDBIP</b>	-	Service Delivery and Budget Implementation Plan
<b>BEE</b>	-	Black Economic Empowerment
<b>EXCO</b>	-	Executive Committee
<b>HOD</b>	-	Head of Department
<b>IDP</b>	-	Integrated Development Plan
<b>LED</b>	-	Local Economic Development
<b>MFMA</b>	-	Municipal Finance Management Act, No. 56 of 2003
<b>KPA</b>	-	Key Performance Area
<b>KPI</b>	-	Key Performance Indicators
<b>CCR</b>	-	Core Competency Requirements
<b>RSA</b>	-	Republic of South Africa
<b>SCM</b>	-	Supply Chain Management
<b>PDP</b>	-	Personal Development Plan
<b>PA</b>	-	Performance Agreement
<b>PP</b>	-	Performance Plan
<b>OPMS</b>	-	Organisational Performance Management System

## DEFINITIONS

- Ruling Language** - Refers to the language parties to the contract choose to use as a Medium for formal communication between themselves.
- Financial Year** - Refers to the 12 months period which the organization determines as its budget year.

## GENERAL PROVISIONS

### **1. INTRODUCTION**

- 1.1 The Employer has entered into a performance agreement with the **Technical Manager** for a period of (one) 1 year, from 01 July 2024, ending on 30 June 2025.
- 1.2 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Technical Manager** reporting to the Municipal Manager representing the municipality, to a set of actions that will secure local government policy goals.
- 1.3 This performance agreement is between Asanda Hlehliso, the **Technical Manager**, and the **Municipal Manager (Director : Technical Services post is Vacant)**. It is for the 2024/2025 financial year only. The expected performance reflected in this agreement is based on the Integrated Development Plan of 2024/2025 reviewed, and the 2024/2025 Service Delivery and Budget Implementation Plan. The two aforementioned documents have been adopted as the working documents of Ingquza Hill Local Municipality and therefore, shall be the basis of performance assessment.

### **2. STRATEGIC OBJECTIVE**

The **Technical Manager** reports to the **Municipal Manager** and is accountable for administrative functions performed by:

<b>Building Technician</b>	<b>: Lwazi Mgudu</b>
<b>Technician Electrification</b>	<b>: Siphe Mzaza</b>
<b>Facilities Management Officer</b>	<b>: Wanga Vundle</b>
<b>Senior Plant Foreman</b>	<b>: Patuxolo Ngqezo</b>

**Plant Foreman**

**: Gugu Ndwadu**

And any other functions as may be delegated by the **Municipal Manager**.

### **3. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT**

If the **Technical Manager** achieves outstanding performance *in line with the ratings as contained in this agreement*, he shall qualify for the annual performance bonus in accordance with the performance management policy, budget availability and formulae, as well as the results of the performance evaluation agreed to in this agreement. The acceptability of the level of his performance or otherwise shall be determined and declared by the performance evaluation team in accordance with the provision of this agreement, following the receipt of a report on the **Technical Manager** achievement or otherwise of the KPIs as reflected in this agreement.

**Annexure A** attached has listed Key Performance Areas (KPAs). These will be evaluated on a straight line bases. These performance areas will be worth 100%. The key performance indicators have different weightings; which weightings are then converted by the adopted rating calculator into the final weightings; which final weightings are to be assessed. The achievement of 95 to 100% percent shall be regarded as 100% bonus warranting, above 80 percent to 94 percent, as average and warranting 80% of performance bonus, above 50 percent to 79 percent shall warrant 50% of the performance bonus, and below 50 percent, shall require the employer to effect remedial measures that may include incapacity or disciplinary enquiry.

The above performance thresholds shall only be effected after,

- I. The annual report for the financial year under review has been tabled and adopted by the Municipal Council;
- II. An evaluation of performance in accordance with the provisions of regulation 23, and this agreement; and
- III. Approval of such evaluation by the Municipal Council as a reward for outstanding performance or effective performance.

### **4. EVALUATING PERFORMANCE**

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

The performance of the Employee in relation to his or her performance agreement must 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	Review Period	Review to be completed by
1	July- Sep	October (informal)
2	Oct- Dec	January- February (Formal)
3	Jan- March	April (informal)
4	April- June	July- August (formal)

Most importantly, the municipality will develop a tool to measure performance on the five point rating system:

The ratings are explained as follows:

Rating	Terminology	Description
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The key 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	Performance not fully	Performance is below the stand required for the job in the

	effective	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 accountability contract 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.

The performance bonus payment shall be categorised in two bands with some ranges per band.

The first performance bonus (cash rewards) payment band ranges between 5% and 9% of the all-inclusive remuneration package, as follows:

- I. A score of 130% to 136%, to qualify for a 5% bonus;
- II. A score of above 136% to 142%, to qualify for a 7% bonus;
- III. A score of above 142% to 149%, to qualify for a 9% bonus.

The second performance bonus (cash rewards) payment band ranges between 10% and 14% of the all-inclusive remuneration package, as follows:

- I. A score of 150% to 155%, to qualify for a 10% bonus;
- II. A score of above 155% to 160%, to qualify for a 13% bonus;
- III. A score of above 160%, to qualify for a 14% bonus.

A performance bonus may not be paid on a pro-rata basis as the bonus is paid annually after complying with the legal requirements captured in this agreement and the applicable laws. The calculation of the bonus will be 14% of the total package of the negotiated package of the employee assessed (e.g. if the employee gets R100 000 total cost to the employer, R14 000 will constitute 100% of the performance bonus)

A level of performance achievement of below 50% shall warrant the employer to execute corrective measures that may include disciplinary measures due to incapacity.

4.1. The Employee must be assessed on his performance in terms of the performance indicators identified in the attached Performance Plan and include–

- (a) the Key Performance Areas; and
- (b) Core Managerial Competencies.

4.2. The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (100% of Total)	Weighting
Basic Service Delivery	85
Municipal Institution Development and Transformation	5
Planning and Local Economic Development	0
Municipal Financial Viability and Management	5
Good Governance and Public participation	5
<b>Total</b>	<b>100%</b>

4.3. The **Core Management Criteria** will make up the other 20% of the Employee's assessment scores

4.4. The **Core Competency Requirements** are deemed to be most critical for the Employee's specific job and only ten (10) of them should be selected from the list below including the compulsory CMC s as agreed to between the Employer and Employee:

No	Competency Required	Category	✓	Weight
1	Financial Management - Compulsory	Core Managerial Competency	X	5
2	People Management - Compulsory		X	5
3	Client orientation and Customer Care - Compulsory		X	5
4	Strategic Capability		X	5
5	Programme and Project Management		X	5

6	Change Management		X	5
7	Knowledge Management		X	5
8	Service Delivery Innovation			5
9	Problem Solving and Analytical Thinking		X	5
10	Communication		X	5
11	Honesty and Integrity		X	5
12	Competence in Self-Management		X	5
13	Interpretation of and implementation within the legislative and national policy frameworks		X	5
14	Knowledge of developmental local government			
15	Knowledge of Performance Management and Reporting		X	5
16	Knowledge of global and South African specific political, social and economic contexts			5
17	Competence in policy conceptualization, analysis and implementation	Core Occupational Competencies	X	5
18	Knowledge of more than one functional municipal field/ Discipline			5
19	Skills in Mediation			
20	Skills in Governance		x	5
21	Competence as required by other national line sector Departments		x	5
22	Exceptional and dynamic creativity to improve the functioning of the municipality			5
TOTAL				100%

## 5. DEVELOPMENTAL REQUIREMENTS

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

## 6. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

Where the employer, at any time during the **Technical Manager** employment, is not satisfied with the performance with respect to any matter dealt with in this Agreement, the employer will give notice to the **Technical Manager** to attend a monitoring and review meeting.



The **Technical Manager** will have the opportunity at the meeting to satisfy the **Municipal Manager** or the monitoring and evaluation team of the measures being taken to ensure that his performance becomes satisfactory and any program, including any dates, for implementing these measures.

#### **7. RULING LANGUAGE**

The agreement is made out in the English language, which shall be the ruling language. All correspondence between the parties to this contract and all reports and documents pertaining to this contract shall be in English language.

#### **8. TERM OF AGREEMENT**

This agreement shall be deemed to have been entered into on the **1<sup>st</sup> of July 2024** and will expire on the **30 of June 2025**. The parties will conclude a new performance agreement that replaces this agreement contract by no later than **31 July 2024**. This Agreement will terminate on the termination of the Technical Manager contract of employment.

#### **9. LIMITATIONS OF THE CONTRACT**

This contract is an agreement between the employer and the Technical Manager about the expected performance of the latter during the specified term. This contract is subject to the employment contract which the Technical Manager entered into on accepting his position and to the South African legislation. In the case of any ambiguity, the employment contract shall prevail over this performance agreement. Nothing contained in this Agreement in any way limits the right of the employer to terminate the Technical Manager contract of employment for any other breach by the Technical Manager of his obligations to the Municipality or for any other valid reason in law.

#### **10. MONITORING AND EVALUATION**

Despite the in-year reviews, the employer shall establish an assessment team to conduct an annual performance review; the team shall be composed as follows:

- I. Director of Corporate Services and
- II. A member of the Portfolio Committee.

The **Municipal Manager** or (Nominee) shall provide secretariat services to the assessment team referred to above.

## **11. DISPUTE RESOLUTION**

In case of disputes, which cannot be resolved through negotiations and mediation, the employee has a right to refer the case to the Municipal Manager who must settle the case within thirty (30) days of receipt of a formal written dispute. The decision of the Municipal Manager shall be deemed final and binding on both parties.

## **12. JURISDICTION**

Regardless of the place of execution, performance or domicile of the parties, this contract and all modifications and amendments hereof shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.

## **13. WHOLE AGREEMENT**

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Technical Manager with effect from **01 July 2024**.

No agreement, varying, adding to, deleting from or canceling this contract, shall be effective unless reduced in writing and signed by both parties. The following annexures and appendices attached to this contract will have the same force and effect as if they were written in this section of the contract:

<b>ANNEXURE A:</b>	<b>PERFORMANCE PLAN</b>
<b>ANNEXURE B:</b>	<b>PERSONAL DEVELOPMENT PLAN</b>
<b>ANNEXURE C:</b>	<b>FINANCIAL DISCLOSURES</b>
<b>APPENDIX 1 :</b>	<b>COMMITMENT OF SUPPORT TEAM</b>
<b>APPENDIX 2 :</b>	<b>OBLIGATIONS OF THE EMPLOYER</b>

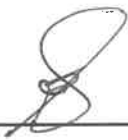

SIGNED at Flagstaff this .....<sup>01</sup>.....day of July 2024

### **TECHNICAL MANAGER**

Signature: \_\_\_\_\_

Name Printed: Asanda Hlehliso

**WITNESSES**

1. Signature:  Name Printed: A.N Mgoduka
2. Signature:  Name Printed: W. Vundle


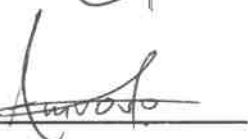
**FOR AND ON BEHALF OF INGQUZA HILL LOCAL MUNICIPALITY**

**MUNICIPAL MANAGER**

Signature:  \_\_\_\_\_

Name Printed: \_\_\_\_\_

**WITNESSES**

1. Signature:  Name Printed: SIPHILELE NGIDI
2. Signature:  Name Azabo Benolomo Printed: Mhovo

**ANNEXURE "A"**

**PERFORMANCE PLAN 2024/2025**

**PERFORMANCE PLAN**

**KEY PERFORMANCE AREAS (KPAs) OR 2024/25**

KEY PERFORMANCE AREA	WEIGHTING
Basic Service Delivery	85
Municipal Institution Development and Transformation	5
Planning and Local Economic Development	0
Municipal Financial Viability and Management	5
Good Governance and Public participation	5
<b>Total</b>	<b>100%</b>

#### 14. KEY PERFORMANCE AREAS (KPAS) FOR 2024/2025

##### 14.1. BASIC SERVICE DELIVERY

PROJECT	BASELINE	KEY PERFORMANCE AREA	ANNUAL TARGET	QUARTERLY				MEANS OF VERIFICATION	WEIGHTING
				Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Rehabilitation of 5.5km Mayalweni Access Road in Ward 18	Project is 85% completed	1.1.2.1. % completion of 5.5km Mayalweni Access Road in ward 18	100%	Stage 4 (100%) Completion of works	N/A	N/A	N/A	Monthly report Completion Certificate and Signed Happy Letters	3
Rehabilitation of 6km Thembeni to KwaZulu Access Road in Ward 30	Project is 85% completed	1.1.2.2. % Completion of 6km Thembeni to KwaZulu Access Road in ward 30	100%	Stage 4 (100%) Completion of works	N/A	N/A	N/A	Monthly report Completion Certificate and Signed Happy Letters	3
Rehabilitation of 3.1km Qhamangweni via Mbhadango to Nzaka Access Road in ward 12	Project is 70% Completed	1.1.2.3. % Completion of 3.1km Qhamangweni via Mbhadango to Nzaka Access Road in ward 12	100%	Stage 4 (100%) Completion of works	N/A	N/A	N/A	Monthly report Completion Certificate and Signed Happy Letters	3
Rehabilitation of 1.8km Ndazibona Access Road in ward 21	Project is 95% completed	1.1.2.4. % Completion of 1.8km Ndazibona Access Road in ward 21	100%	Stage 4 (100%) Completion of works	N/A	N/A	N/A	Monthly report Completion Certificate and Signed Happy Letters	3
Rehabilitation of 24m Bridge in ward 24	Project is 18% completed	1.1.2.5. % Completion of 24m Ntlavukazi bridge	100%	Stage 2 (60%) Completion of the following: breaking of hard rock, inserting of Dowels and Blinding.	Stage 4 (100%) Placement of Box Culverts, Construction of wing walls, bell mouth, retaining wall and completion of works	N/A	N/A	Monthly report Completion Certificate and Signed Happy Letters	3

Rehabilitation of Surfaced Roads (Pothole patching) in ward 15 and 19	3 3281m <sup>2</sup> rehabilitated	1.1.3.1 % completion of 1500m <sup>2</sup> surfaced road (pothole patching) in Ward 15 and 19	100%	Project at (33%) 500m <sup>2</sup> rehabilitated	Project at (100%) Rehabilitation of 1000m <sup>2</sup>	N/A	N/A	Monthly Reports	2
Rehabilitation of Surfaced Roads (Pothole patching) in ward 6	3 3281m <sup>2</sup> rehabilitated	1.1.3.2 % completion of 30m <sup>2</sup> Potholes patched/ rehabilitated in Ward 6	100%	N/A	N/A	Project at (100%) 30m <sup>2</sup> rehabilitated	N/A	Monthly Reports	2
Construction of 0,23ha Multipurpose sports Field at Mavaleleni village in Ward 02	60% Complete	1.1.5.1 % completion of 0,23ha Multipurpose sports field at Mavaleleni village in ward 02 to be constructed	100%	Project at (70%) First Floor concrete slab complete	Project at (80%) Walls for the whole building complete	Project at (90%) Roof completed	Project at (100%) Project completed	Monthly Reports and Practical Completion Certificates	3
Construction of 0,11ha Multi - purpose Sports Field at Jikindaba village in ward 26	94% Complete	1.1.5.2 % completion of 0.11ha of Multipurpose sports field at Jikindaba village in ward 26	100%	Project at (100%) Project completed	N/A	N/A	N/A	Monthly reports and practical completion certificate	3
Construction of Zone 5 2ha Sports Field Phase 1 at Malangeni village in Ward 16	Technical Report Completed	1.1.5.3. % completion of Zone 5 2ha Sports Field Phase 1 at Malangeni village to be constructed	40%	N/A	N/A	Project at (10%) - Appointment of contractor and site establishment	Project at (40%) - Fencing completed	Monthly reports	3
Completion of Maintenance of 2ha Mthwaku Sportsfield - Phase 2 at Mthwaku Village in Ward 6	Phase 1 Completed	1.1.6.1. % Completion of 2ha Mthwaku Sportsfield - Phase 2 in Ward 6 to be renovated	100%	Project at 10% - Handover and Site Establishment	Project at (40%) Refurbishment of combicourts and grass planting completed	Project at (70%) Replacement of broken windows and doors at the change rooms, ablution facilities and guard house	Project at (100%) - Fixing of fence, installation of the gate, and project completed	Monthly Reports and Practical Completion Certificate	3
Maintenance of 2ha of Joe Slovo Sportsfield in Ward 15	Project at 0% completion	1.1.6.2. % Completion of 2ha Joe Slovo sports field in ward 15	100%	N/A	Stage 1 (10%) Appointment of the contractor and site establishment	Stage 4 (100%) Fixing of fencing, installation of guard house broken windows , planting of grass and Renovations completed	N/A	Monthly Reports and Practical Completion Certificate	3

Construction of 282m2 of New Rest Community Hall in Ward 19	Project at 10%	1.1.7.1 % completion of New Rest Community Hall in Ward 19	100%	Project at (80%) Foundation complete and construction of super structure complete	Project at (100%) Installation of roof top, doors and windows complete	N/A	N/A	Monthly Reports and Practical Completion Certificate	4
Construction of 282m2 of ward 31 Community Hall in Ward 31	Project at 10%	1.1.7.2 % completion of Bhungeni Community Hall in Ward 31	100%	Project at 20% - Appointment of service provider and Site Establishment and foundations.	Project at (40%) Fencing and guard house complete	Project at (80%) Foundation complete and construction of super structure complete	Project at (100%) Installation of roof top, doors and windows complete	Monthly Reports and Practical Completion Certificate	4
Construction of 7440 m2 of Lusikisiki Municipal Offices in Ward 19 at Lusikisiki town	Designs in place	1.1.8.1 % Completion of 7440 m2 Lusikisiki Municipal Offices in Ward 19 at Lusikisiki Town	20%	N/A	N/A	Project at 10% - Handover and Site Establishment	Project at 20% - Setting out and Foundation excavations complete	Monthly progress reports	2
Renovations of New Flagstaff Offices with floor size of 7554m2 in Ward 6 at Flagstaff Town	Technical reports completed.	1.1.9.1 % completion of Renovations of New Flagstaff Offices with floor size of 7554m2 at Flagstaff Town	75%	N/A	Project at (10%) site establishment	Project at 30% Water proofing and air conditioners and ceiling	Project at (75%) Paving, plumbing, Electrical works, sub-soil drainage	Monthly progress reports	2
Renovations of 520m2 Lusikisiki old offices in Ward 15 at Lusikisiki Town	Project is 50% completed	1.1.9.2 % completion of Renovations of 520m2 of Lusikisiki old Offices at Lusikisiki Town	100%	Project at 80% - Removal and replacement of existing roof and ceiling and wall painting	Project at (100%) Removal and replacement of existing tiles and installation of boomgate	N/A	N/A	Monthly Reports and practical completion certificate	2
Construction of Lusikisiki Town Hall (Phase 2) with floor size 2500m2 in Ward 19 at Lusikisiki Town	Project is 23% completed	1.1.10.1 % completion of construction of 2500m2 Lusikisiki Town Hall (phase 2)	100%	Project at (40%) Fencing completed	Project at (75%) Superstructure completed	Project at (100%) Paving and landscaping completed	N/A	Monthly Reports and Practical Completion Certificate	2
Construction of Flagstaff Town Hall (Phase 2) with floor size 2500m2 in Flagstaff Town in Ward 06	Project at 90%	1.1.10.2 % completion of construction of 2500m2 Flagstaff Town Hall Phase at Flagstaff Town in ward 6	100%	Project at (100%) Paving and landscaping completed	N/A	N/A	N/A	Monthly Reports and Practical Completion Certificate	2

Construction of Flagstaff Town Hall (Phase 3) with floor size 2500m2 in Ward 06	Phase 2 Completed	1.1.10.3. % completion of construction of 2500m2 Flagstaff Town Hall Phase 3 in ward 6	100%	N/A	Project at 10% - Appointment of service provider and Site Establishment	Project at (60%) Installation of borehole completed	Project at (100%) Installation of furniture, project completed	Monthly Reports and Practical Completion Certificate	3
Installation of 10 High Mast Lights in Wards 4,9,14,17,18,19,20,22,27 and 32 at Ndukundeni, Ngobozana High School, Mayalweni, Robert Ngobozana, Mthathambi, Goso Clinic, Holy Cross Hospital, Kanana, Magwambu and Cwija villages	Designs completed	1.1.11.1. % completion of 10 High mast lights installation in Ward 4,9,14,17,18,19,20,22,27 and 32 at Ndukundeni, Ngobozana High School, Mayalweni, Robert Ngobozana, Mthathambi, Goso Clinic, Holy Cross Hospital, Kanana, Magwambu and Cwija villages	100%	Project at 30%- Foundations complete	Project at 50%- 2 highmasts installed	Project at 70%-4 highmast lights installed	Project at 100%- 10 highmast lights installed	Monthly Report and Completion Certificate	3
Replacement of 8 and installation of 5 new street lights in Ward 19 at Lusikisiki town	New project	1.1.11.2. No. of streetlights replaced and installed in Ward 19 in Lusikisiki	13	Site establishment and removal of 8 existing street lights completed	Excavations and pouring of concrete for foundations by 30 December 2024	Installation of 7 streetlights by 31 March 2025	Installation of 13 streetlights by 30 June 2025	Monthly Reports and Completion certificate	3
Maintenance of 200 streetlights in Ward 06,15 and 19 at Flagstaff town, Lusikisiki town and Arthur Homes	100 streetlights maintained	1.1.12.1. No. of streetlights maintained in Ward 06,15 and 19 at Flagstaff town, Lusikisiki town and Arthur Homes by 30 June 2025	200	Maintenance of 50 streetlights completed	Maintenance of 50 Streetlights completed	Maintenance of 50 Streetlights completed and project complete	Maintenance of 50 Streetlights completed and project complete	Monthly Reports and Completion Certificate	3
Installation of electricity infrastructure in 133 h/h in Ward 18 at Fama, Vabelsho and Ntongwana villages	The project was at 85% in 2017/18 due to the outstanding Eskom link line. The link line was only completed in 2023/24 by Eskom. The	1.1.13.1. % Completion of Installation of electricity infrastructure in 133 h/h in Ward 18 Electrification project by 30 June 2025	100%	Project at 85% - Appointment of the contractor and Site Establishment	Project at 100% - Fixing of defects on 133h/h completed	N/A	N/A	Monthly Report and Practical Completion Certificate	3



	contract with that service provider has since expired, making it necessary to re-appointment									
Pre-engineering of installation of electricity infrastructure in 187 h/h in ward 4, 8,20 and 31, cluster 1,2 and 3	Project at 58%	1.1.13.2. % Completion of Pre-engineering of installation of electricity infrastructure in 187 h/h in ward 4, 8,20 and 31, cluster 1,2 and 3	100%	Project at 70% - Pre-engineering for Cluster 1 and 2 completed	Project at 90% - Preliminary designs for Cluster 1 and 2 completed	Project at 100%- Final designs completed for Cluster 1,2 and 3	N/A	Final Designs	3	
Installation of electricity infrastructure in 154 h/h in Ward 4,8,20 and 31 at Mkumani ext phase 2,Zadungeni Ext Phase 2,Mhlanga ext and Cumngce ext villages	338 households electrified	1.1.13.3. % Completion of installation of electricity Infrastructure on 154 h/h in Ward 4,8,20 and 31 Electrification project	100%	Project at 10% - Appointment of the contractor and Site Establishment	Project at 40% - Digging holes and planting poles completed	Project at 70% - stringing of LV and MV line completed	Project at 100% - Installation of transformers and electric meters completed	Monthly Report and Practical Completion Certificate	4	
Installation of electricity infrastructure in 77 h/h in Ward 14,15,21,19,4 and 17 at Madamini and MbodleniVillages	338 households electrified	1.1.13.4. % Completion of installation of electricity Infrastructure in 77 h/h in Ward 14,15,21,19,4 and 17 at Madamini and MbodleniVillages	100%	N/A			Project at 100% - Installation of transformers and electric meters completed	Monthly Report and Practical Completion Certificate	4	
Installation of electricity infrastructure in 150 h/h in Ward at KwaDick Village.	338 households electrified	1.1.13.5. % Completion of installation of electricity Infrastructure in 150 h/h in Ward at KwaDick Village.	70%	N/A	N/A	Project at 10% - Appointment of the contractor and Site Establishment.	Project at 70% - Digging holes and planting poles completed stringing of Low Voltage(LV) and Medium Voltage (MV) line completed	Monthly Report and Practical Completion Certificate	4	

Completion of Approved Designs of Zone 5 0,11ha Sports Field at Malangeni village in Ward 16	New project	1.1.11.7. % Approved Designs Zone 5 0,11ha Sports Field at Malangeni village in Ward 16	100%	N/A	Project at 100% -Final Design Report Completed	N/A	Approved Final design Report	3
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#### **14.2 MUNICIPAL INSTITUTIONAL TRANSFORMATION AND DEVELOPMENT**

OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY	
To ensure municipal transformation and organizational development	2%		A trained workforce, in terms of the Municipal Skills Plan.	Up to 30/06/2025	S83, 107 & 119 of the MFMA	All officials and experiential trainees	Annual training report of staff with improved NQF levels in their chosen or related field of work, as reported by the Skills Development Facilitator.
To ensure municipal transformation and organizational development	1,5%		Proper reporting to functional committees	Up to 30/06/2025	As per adopted procedure of municipal meetings	100%	Portfolio Committee resolution noting the reporting levels of the department to Council meetings
To ensure municipal transformation and organizational development	1,5%		Effectively managed department and sitting of departmental meetings	Up to 30/06/2025	Good corporate governance	100%	Minutes of departmental meetings

#### 14.3. MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY	
To promote municipal viability and management	5%		Four quarterly performance reports submitted to the MM no later than three weeks after the end of each quarter for allocated Grants.	Quarterly	S52 of MFMA	100%	Four reports together with Council extract.

#### 14.4 GOOD GOVERNANCE AND PUBLIC PARTICIPATION

OBJECTIVES	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			MEANS OF VERIFICATION
				TIME	QUALITY	QUANTITY	
To ensure good governance and public participation	3%		Integrated IDP, PMS and Budget process plan.	30 June 2025	MFMA	100%	Adopted Council Resolution together with the Process Plan.
To ensure good governance and public participation	2%		Ensure identification and management of risks in the department	30 June 2025	Credible risk management process	100%	Adopted reports

### 15. CORE COMPETENCIES REQUIREMENTS (CCRs) SELECTED CORE COMPETENCIES REQUIREMENTS

The CCRs will make up the other 20% of the employee's assessment score. CCR's that are deemed to be most critical for Employee's specific job should be selected from the below as agreed to between the Employer and Employee.

CORE COMPETENCY REQUIREMENTS (CCR FOR EMPLOYEES)		
CORE MANAGERIAL COMPETENCY (CMC)	✓	WEIGHT
Strategic Capability and Leadership	x	10
People Management	x	10
Program and Project Management	x	10
Financial Management	x	10
Change leadership	x	10
Governance Leadership	x	10
<b>CORE OCCUPATIONAL COMPETENCIES (COC)</b>		
Moral competency	x	05
Planning and Organization	x	10
Analysis and Innovation	x	10
Knowledge and Information Management	x	10
Communication	x	05
<b>Total</b>	<b>x</b>	<b>100%</b>

## ANNEXURE "B"

### PERSONAL DEVELOPMENT PLAN

**NAME:** ASANDA HLEHLISO

**JOB TITLE:** TECHNICAL MANAGER

**EMPLOYER:** INGQUZA HILL LOCAL MUNICIPALITY

**FINANCIAL YEAR:** 2024/2025 FY

Competency area to be addressed	Proposed actions	Responsibility	Time-frame	Expected outcome
1. Strategic leadership and management.	Receive the appropriate knowledge and training and thereafter be assessed by an Assessor accredited by the Local Government Sector Education Training Authority (LGSETA) in terms of the SAQA guidelines and NQF registered unit standards and criteria.	Skills Development Facilitator.	By 30/06/2025	Achieving the minimum competency requirements, as prescribed in the Municipal Regulations on Minimum Competency Levels, issued in terms of the MFMA, No. 56 of 2003.
2. Strategic financial management.	Receive the appropriate knowledge and training and thereafter be assessed by an Assessor accredited by the Local Government Sector Education Training Authority (LGSETA) in terms of the SAQA guidelines and NQF registered unit standards and criteria.	Skills Development Facilitator.	By 30/06/2025	Achieving the minimum competency requirements, as prescribed in the Municipal Regulations on Minimum Competency Levels, issued in terms of the MFMA, No. 56 of 2003.
3. Risk and change management.	Receive the appropriate knowledge and training and thereafter be assessed by an Assessor accredited by the Local Government Sector Education Training	Skills Development Facilitator.	By 30/06/2025	Achieving the minimum competency requirements, as prescribed in the Municipal Regulations on Minimum

	Authority (LGSETA) in terms of the SAQA guidelines and NQF registered unit standards and criteria.			Competency Levels, issued in terms of the MFMA, No. 56 of 2003.
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## **ANNEXURE "C"**

### **FINANCIAL DISCLOSURES**

#### **APPENDIX 1**

##### **Commitment of Support Team reporting directly to the Technical Manager**

We hereby make this commitment to support the Technical Manager, to achieve targets as set in this performance agreement between him and the employer. As support staff, we understand that his targets are impossible to achieve without our full support and co-operation. We, therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

- |              |                                      |
|--------------|--------------------------------------|
| 1. Signed by | _____                                |
| NAME         | <b>Lwazi Mgudu</b>                   |
| POSITION     | <b>Building Technician</b>           |
| 2. Signed by | _____                                |
| NAME         | <b>Siphe Mzaza</b>                   |
| POSITION     | <b>Technician Electrification</b>    |
| 3. Signed by | _____                                |
| NAME         | <b>Wanga Vundle</b>                  |
| POSITION     | <b>Facilities Management Officer</b> |
| 4. Signed by | _____                                |
| NAME         | <b>Patuxolo Nqezo</b>                |
| POSITION     | <b>Senior Plant Foreman</b>          |
| 5. Signed by | _____                                |
| NAME         | <b>Gugu Ndwabu</b>                   |
| POSITION     | <b>Plant Foreman</b>                 |

## **APPENDIX 2**

### **1. OBLIGATIONS OF THE EMPLOYER (KEY ASSUMPTIONS)**

#### **1.1 Office Accommodation**

During the full period of the performance agreement the employer shall provide adequate office accommodation for the Manager Human Resources. The occupational cost including the attendant ground rent obligations will be borne by the Employer.

#### **1.2 Personnel**

The employer shall be required to hire support staff reporting directly to the Manager: Human Resources.

#### **1.3 Facilities and Equipment**

1.3.1 During the full period of the performance agreement, the employer shall avail to the Manager: IDP and PMS all existing facilities and equipment which he will need in executing his duties.

#### **1.4 Other provisions**

##### **1.4.1 Approvals**

The Employer shall make a decision/comment on items submitted for approval/comment within two (2) week of receipt of the items.

##### **1.4.2 Tasks to the Employer**

The employer undertakes to execute all crucial activities that fall under his responsibility as required by this contract in order not to derail the continuity of department operations. If there is failure on the employer's part and the Technical Manager feels that the attainment of targets of this contract is at stake, the two parties will meet and agree on the way forward.

##### **1.4.3 Substitution of the Technical Manager**

The employer reserves the right to take appropriate action to replace the Technical Manager as per employment contract.



## **2 OBLIGATIONS OF THE MANAGER IDP & PMS**

### **2.1. Conditions of service**

The Technical Manager shall report to the **Municipal Manager**, subject to the conditions of service as stipulated by the employer. The conditions of service of the Manager: IDP and PMS shall include but not be restricted to:

- 2.1.1.1 Setting of specific of targets for staff reporting to her.
- 2.1.1.2 Advise **Municipal Manager** on all matters including progress made in the implementation of the SDBIP.
- 2.1.1.3 Assist in setting and monitoring of performance indicators for the Municipal Manager and execute corrective measures as and when necessary.
- 2.1.1.4 Assist in ensuring that the departmental assets are in a good working condition.
- 2.1.1.5 Provision of high quality service within the department in a cost effective manner within agreed time frames.
- 2.1.1.6 Assist in assessing performance reports for Municipal Manager staff where necessary.
- 2.1.1.7 Assist in the preparation of the annual budget and once approved, adhering to it.
- 2.1.1.8 Assist in implementing strategies to improve the morale of staff.
- 2.1.1.9 Attending meetings and other occasions on behalf of the department as delegated by the **Municipal Manager**.
- 2.1.2 The Technical Manager shall ensure that her staff have access and are well informed about the disciplinary procedure of the municipality.
- 2.1.3 Making recommendations to the Municipal Manager to hire staff in the Technical Services Office as the need arises.
- 2.1.4 Assist in determining the optimum staff level necessary for the accomplishment of targets and advising the employer on reduction or increase of staff in the department. Staff restructuring or reduction will utilize the existing municipal 'staff pool' as will be mutually agreed between the employer and the Technical Manager in fulfillment of the

current staff reduction policy. If such staff is to be laid off due to the staff reduction policy, the cost of severance and other terminal benefits shall be borne by the employer as required by the Labour Laws of RSA.

- 2.1.5 Assist in carrying out all the necessary departmental staff training as shall be mutually agreed with the employer.

## 2.2 Standard of Service

- 2.2.1 The Manager: IDP and PMS shall exercise all his skills, reasonable care, responsibility and diligence in discharge of his duties under this agreement. The Manager: IDP and PMS shall do so with sound professional conduct in accordance with generally accepted standards.

- 2.2.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Technical Manager in terms of her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

## 2.3 Supervision of Personnel in the Municipality

The Technical Manager undertakes to supervise personnel in her division. If she is dissatisfied with performance of any staff, provisions of the relevant internal policy and legislative framework of RSA shall apply.

## 2.4 Targets and Milestones

- 2.4.1 The Technical Manager shall do all in her power to achieve the targets and milestones indicated in the municipal IDP and SDBIP.
- 2.4.2 The Technical Manager undertakes to achieve the parent targets, which shall be directly related to the expected improvement in the level of services and therefore improvement in the quality of life within the municipality. The parent targets are those defined as performance requirements in Section 4 of this agreement.

## 2.5 Reporting

2.5.1 The Technical Manager shall submit detailed monthly, quarterly, midterm and annual reports on the operation of the **Integrated Development Planning and Performance Management Division** to the Municipal Manager. The reports shall include details of achievement of targets and milestones for that quarter for information purposes including portfolio of evidence. The quarterly report should reach the employer within one month after the quarter in question has lapsed.

2.5.2 The Technical Manager also undertakes to submit any other report/s as required by the **Municipal Manager**

#### 2.6 Expenditure

The Technical Manager shall be responsible for the implementation of the approved operational and capital budget of the Technical Services Office as delegated by the **Municipal Manager**

#### 2.7 Maintenance of Assets (fixed and movable) in the Municipality

The Technical Manager shall assist the **Municipal Manager** in the maintenance of assets in the department with the Municipal Manager having authority to enter into service contracts with service providers to carry out such maintenance.

#### 2.8 Purchases

2.8.1 The Technical Manager undertakes to utilize the most recently approved Municipal Supply Chain Management Policy (SCM) to handle all procurement within the municipality, according to the provisions of this agreement. No procurement shall be allowed to proceed outside of the approved SCM policy, and the Municipal Internal Auditor shall ensure that no payments are effected contrary to this arrangement.

#### 2.9 Books and Records

The Technical Manager shall keep accurate books and records of all finance operations and shall permit the employer to inspect them and make copies where necessary.

#### 2.10 Financial Procedures

2.10.1 Financial year shall commence on the 1<sup>st</sup> July 2024 and end on the 30<sup>th</sup> June 2025, such period defined as the financial year shall be used for purposes of budgets, expenditures, cash flows and other operational requirements.

2.10.2 The employer reserves the right to ensure that finances are operated in accordance with the government's financial regulations and IHLM policies and can utilize the services of an Auditor in this regard.

2.10.3 The Technical Manager must ensure strict adherence of all approved municipal financial policies, including issues of cost effectiveness, cost efficiency and over expenditure.

**2.11 Budget**

2.11.1 During the budget process the Technical Manager shall make the necessary submissions to the Municipal Manager reflecting the projected financial needs of his department for the following financial year.

2.11.2 The approval of the departmental budget shall constitute the authority to the Technical Manager

2.11.3 To incur expenditure accordingly and in line with the performance targets indicated in this performance contract.

**2.12 Liability**

The Manager: IDP and PMS shall be responsible towards the municipality for the Performance of services in accordance with the provisions of this contract, subject to the following limitation:

2.12.1 The Technical Manager shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission, of any personnel in his department in the course of duty or anybody subcontracted by the municipality.

**3. OTHER PROVISIONS**

3.1 Unforeseen conditions

There may be some unforeseen conditions necessary for the success of this performance agreement. If either party discovers such circumstances, during the course of operation of this agreement, the matter shall be brought to the attention of the other, in writing. A meeting, whose timing shall be mutually agreed upon, shall then be convened to discuss the outstanding issues. The minutes of such a meeting shall form an addendum to this contract.