Performance Agreement

Made by and entered into between

INGQUZA HILL LOCAL MUNICIPALITY
("the employer")

Represented by the Municipal Manager, Velile Castro Makedama authorized in terms of Section 57 (2) (c) of the Local Government: Municipal Systems Act No. 32 of 2000

and

Miranda Boholo Matubatuba

In her capacity as the Senior Manager: Corporate Services

2026/2027 FINANCIAL YEAR

ACRONYMS

SDBIP	-	Service Delivery and Budget Implementation Plan
BEE	-	Black Economic Empowerment
EXCO	-	Executive Committee
HOD	-	Head of Department
IDP	-	Integrated Development Plan
LED	-	Local Economic Development
MFMA	-	Municipal Finance Management Act, No. 56 of 2003
KPA	-	Key Performance Area
KPI	-	Key Performance Indicators
CCR	-	Core Competency Requirements
RSA	-	Republic of South Africa
SCM	-	Supply Chain Management
PDP	-	Personal Development Plan
PA	-	Performance Agreement
PP	-	Performance Plan
OPMS	-	Organizational 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 permanent employment with the Senior Manager: Corporate Services, starting from the 5th of November 2024, in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").

1.2 Section 57(1) (b) of the Municipal Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement. That the parties hereby agree to have this contract developed in terms of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers.

1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Senior Manager reporting to the Municipal Manager representing the municipality, to a set of actions that will secure local government policy goals.

1.4 This performance contract is between **Miranda Boholo Matubatuba,** Senior Manager: Corporate Services, and IHLM represented by **Velile Castro Makedma**, the Municipal Manager. It is for the 2026/2027 financial year only. The expected performance reflected in this contract is based on the Integrated Development Plan 2026/2027 reviewed, and the 2026/2027 Service Delivery and Budget Implementation Plan. The two afore-mentioned 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 Senior Manager has the overall responsibility of ensuring that she shall be, subject to the policy directions of the Executive Committee of the Municipality, responsible and accountable for administratively being in charge of the Corporate Services Department , performing key function areas such as Leave management, Administration of Payroll, Executing Labour relations issues, Organisational Development, Management of Skills Development and Employment Equity, Occupational Health and Safety, Employee Wellness, Auxiliary Support, Registry & Archives, Customer Relations Function, Administration of ICT Systems and any other functions as may be delegated to her by the Municipal Manager.

3. SCHEDULE FOR PERFORMANCE REVIEWS

3.1 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)

3.2 Provided that reviews in the first and third quarter may be verbal if performance is satisfactory.

3.2.1 The Employer must keep a record of the mid-year review and annual assessment meetings, and feedback must be based on the Employer's assessment of the Employee's performance.

3.2.2 The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented, or amended, provided that the Employee must be consulted before any such change is made.

3.2.3 The work performance and performance review will not be confined and limited to the performance plan, any incidental work outside the performance plan shall be performed and evaluated accordingly.

4. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT

If the Senior Manager achieves outstanding performance, she shall qualify for the annual performance bonus in accordance with the contract of employment, entered into between the Municipal Manager and the Senior Manager on **05 November 2024**, as well as the results of the performance evaluation agreed to in this contract. The acceptability of the level of her 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 Senior Manager's achievement or otherwise of the KPIs as reflected in clause 4 of this contract.

Annexure A attached has listed Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) that are worth 200 points in total. Each KPA and CCR consists of Key Performance Indicators that 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 above 160 percent shall be regarded as 100% bonus warranting, above 130 percent to 160 percent, as average and warranting a proportional percentage of a performance bonus, above 80 percent to 130 percent shall warrant some form of in-kind recognition, and below 50 percent, shall require the employer to effect remedial measures that may include incapacity disciplinary enquiry.

A performance bonus for outstanding performance or an in-kind recognition of effective performance 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 contract; and
III. Approval of such evaluation by the Municipal Council as a reward for outstanding performance or effective performance.

The increment for 2025/2026 shall be based on the provisions of the Local Government: Municipal Performance Regulations for Municipal Managers directly accountable to Municipal Managers, 2006. The employer shall grant an annual salary adjustment linked to a cost-of-living adjustment based on market indicators, which is not performance based.

5. EVALUATING PERFORMANCE

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

The annual performance appraisal will involve:

I. Assessment of the achievement of results as outlined in the performance plan;

II. Assessing the extent to which the specified standards or KPIs have been met with due regard to ad-hoc tasks that had to be performed under the KPAs and CCRs.

The criteria upon which the performance of the employee shall be assessed consists of two components, both of which shall be contained in the performance plan:-

I. The employee must be assessed against both components, with a weighting of 80:20 allocated to the KPAs and the CCRs respectively;

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

A five-point rating scale to be used for both KPAs and CCRs, is as depicted hereunder:

Level	Terminology	Description	Rating				
			1	2	3	4	5
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 effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

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 above 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 contract and the applicable laws.

The performance achievement ranging from 80% to 130% shall be regarded as fully effective and therefore warranting the employer to acknowledge and or recognize the employee, whichever is necessary. This category of performance acknowledgement and recognition is a non-financial rewards system. It will apply as follows:

i. A score of 80% to 100%, to receive a letter of acknowledgement and recognition issued by the Municipal Manager;
ii. A score of above 100% to 120%, to receive a recognition certificate from the Mayor;
iii. A score of above 120% to 130%, to receive an academic/skills development programme grant to a maximum of R20 000.00 only; this to be paid directly to a learning institution of choice. The selected programme must be linked to the personal development plan (Annexure B).

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

6. DEVELOPMENTAL REQUIREMENTS

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

7. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

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

The Senior 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.

8. RULING LANGUAGE

The contract 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.

9. TERM OF CONTRACT

This contract shall be deemed to have been entered into on the 01 July 2026 and will expire on the 30th of June 2027. The parties will conclude a new performance agreement that replaces this Agreement by not later than 31 July 2026. This Agreement will terminate on the termination of the Senior Manager's employment for any reason.

10. LIMITATIONS OF THE CONTRACT

This contract is an agreement between the employer and the Senior Manager about the expected performance of the latter during the specified term. This contract is subject to the employment contract which the Senior Manager entered into on accepting his position and to South African legislation. In the case of any ambiguity, the employment contract shall prevail over this performance contract. Nothing contained in this Agreement in any way limits the right of the employer to terminate the Senior Manager's contract of employment with or without notice for any other breach by the Senior Manager of his obligations to the Municipality or for any other valid reason in law.

11. MONITORING AND EVALUATION

The monitoring and performance reviews for each quarter as determined in the Local Government: Municipal Performance Regulations for Municipal Managers and Senior

Managers directly accountable to Municipal Managers 2006, shall be comprised of the Municipal Manager, and his brief will be to assess the performance of the Senior Manager in line with the performance requirements as outlined in Annexure A of this contract. 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. Municipal Manager,
II. Chairperson of the Audit Committee,
III. A member of the Executive Committee, and
IV. Municipal Manager from another municipality.

The Senior Manager Corporate Services shall provide secretariat services to the assessment team referred to above.

12. 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 Mayor who must settle the case within thirty (30) days of receipt of a formal written dispute. The decision of the Mayor shall be deemed final and binding on both parties.

13. 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.

14. WHOLE AGREEMENT

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Senior Manager with effect from 0.

No agreement, varying, adding to, deleting from or canceling this contract, shall be effective unless reduced to 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:

ANNEXURE A: PERFORMANCE PLAN
ANNEXURE B: PERSONAL DEVELOPMENT PLAN
APPENDIX 1: COMMITMENT OF MANAGEMENT TEAM
APPENDIX 2: OBLIGATIONS OF THE EMPLOYER

SIGNED at Lichtenburg this 15 day of July 2025

SENIOR MANAGER

Signature: _____

Name Printed: M. B. Matubatuba

WITNESSES

1. **Signature:** _____ Name Printed: _____

2. **Signature:** _____ Name Printed: _____

FOR AND ON BEHALF OF INGQUZA HILL LOCAL MUNICIPALITY

MUNICIPAL MANAGER

Signature: _____

Name Printed: V. C. MAKEDAMA

WITNESSES

1. **Signature:** _____ Name Printed: A. HLOMA

2. **Signature:** _____ Name Printed: _____

V. C.

ANNEXURE "A"

PERFORMANCE PLAN

3. KEY PERFORMANCE AREAS (KPAS) FOR 2025/2026

KEY PERFORMANCE AREA	WEIGHTING
Basic Service Delivery & Social Service	10%
Municipal Institution Development and Transformation	60%
Local Economic Development	5%
Municipal Financial Viability and Management	10%
Good Governance and Public participation	15%
Total	**100%**

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15. KEY PERFORMANCE AREAS (KPAS) FOR 2026/2027

1. BASIC SERVICE DELIVERY 10%

OBJECTIVE	BASELINE	KEY PERFORMANCE INDICATOR	ANNUAL TARGET	ANNUAL BUDGET	Q1 JULY -SEPT	Q2 OCT-DEC	Q3 JAN - MARCH	Q4 APRIL-JUNE	PORTFOLIO OF EVIDENCE	WEIGHTING
Reduction of municipal vacancy rate on funded posts by 30 June 2027	Recruitment is done as per the Recruitment Policy and approved organizational structure	2.35.43 Percentage reduction of municipal vacancy rate on funded posts by 30 June 2027	17%	R0.00	2%	6%	10%	17%	Issued Vacancy Bulletin and signed reports	**10**

2. MUNICIPAL INSTITUTION DEVELOPMENT & TRANSFORMATION 60%

OBJECTIVE	BASELINE	KEY PERFORMANCE INDICATOR	ANNUAL TARGET	ANNUAL BUDGET	Q1 JULY - SEPT	Q2 OCT-DEC	Q3 JAN - MARCH	Q4 APRIL-JUNE	PORTFOLIO OF EVIDENCE	WEIGHTING
ICT projects completed within deadlines (Licenses, Laptops for officers and councilors, school laptops, Network Support, Cloud base backup,	Approved ICT Strategy	2.53.46 Number of ICT projects completed within deadlines (Licenses, Laptops for officers and councilors, school laptops, Network Support, Cloud base backup, Server	**8**	R11 246 400.00	**2**	**2**	**2**	**2**	Delivery Note Munsoft license report, Internet Fellover Report and delivery note, Report for network support or delivery note, Server room	**10**

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Server Room maintenance Desktop Printer for schools and EDRMS.		Room maintenance Desktop Printer for schools and EDRMS.							maintance and delivery note for laptops, Report for Cloud Base backup report, ICT center report, Microsoft screen short, EDRMS progress report. Progress report and screenshots and delivery notes	
ICT Steering Committee by 30 June 2027	ICT Steering committee in place	2.53.47 Number of ICT Steering Committee meetings held by 30 June 2027	**4**	R0.00	**1**	**1**	**1**	**1**	Notice, attendance register and draft minutes	**5**
Establishment of ICT Centers in best performing school based on 2026 matric results by 31 March 2027	Approved ICT Strategy	2.53.48 Number of ICT centers established in best performing school based on 2026 matric results by 31 March 2027	**2**	R1 000 000	**N/A**	**N/A**	**2**	**N/A**	Signed report, Delivery Note and distribution register	**5**

V.C.

Leave Management Administration by 30 June 2027	Employee Self Service in place, leave policy adopted	2.14.04 Number of monthly leave administration reports to be submitted by 30 June 2027	**4**	R0.00	**1**	**1**	**1**	**1**	Signed Leave Management Report	**10**
Review and development of policies adopted by the council by 30 June 2027	Policies adopted by council by 29 May 2026	2.23.44 Number of times policies are developed /reviewed, and adopted by the Council by 30 June 2027	**1**	R70 000.00	**N/A**	**N/A**	**1**	**N/A**	Signed Council Resolution, Signed report and signed policies	**5**
Review and adoption of Organogram by 30 June 2027	Organogram Review adopted by Council by 29 May 2026	2.01.02 Number of times the Organogram is reviewed and adopted by the Council by 30 June 2027	**1**	R0.00	**N/A**	**N/A**	**N/A**	**1**	Signed Council Resolution and Signed Organogram	**5**
Submission of quarterly Employment Equity Reports to the EE Committee by 30 June 2027	Approved EE Plan in place, EE committee fully functional, Acknowledged by Department of Labour and Employment	2.17.01 Number of quarterly reports on the implementation of the Employment Equity Plan submitted to EE Committee by 30 June 2027	**4**	R0.00	**1**	**1**	**1**	**1**	Signed Report and Attendance Register	**5**

V.C

Implementation of Training interventions for Councilors and employees as per the Workplace Place Skills by 30 June 2027	Adopted Training and Development Policy. Adopted WSP by 29 May 2026	2.16.47 Number of training interventions conducted for Councilors and employees as per works place skills plan by 30 June 2027	**16**	R9,105,000	4	4	4	4	Signed Report and Attendance Register	**5**
Signing of performance agreements by Senior and middle managers by 31 July 2026	PMS policy in place. Signed performance agreements in 2025/ 20256Y	2.17.02 Number of senior and middle managers with signed performance agreements 31 July 2026	**19**	R0.00	**19**	**N/A**	**N/A**	**N/A**	Signed Performance agreements	**5**
Sitting of formal performance assessments for senior and middle managers by 31 March 2027	PMS policy in place. Signed performance agreements in 2025/2026 FY	2.17.03 Number of formal performance assessments conducted for senior and middle managers 31 March 2027	**2**	R0.00	**N/A**	**1**	**1**	**N/A**	Attendance registers and Signed Report	**5**

3. LOCAL ECONOMIC DEVELOPMENT

OBJECTIVE	BASELINE	KEY PERFORMANCE INDICATOR	ANNUAL TARGET	ANNUAL BUDGET	Q1 JULY - SEPT	Q2 OCT-DEC	Q3 JAN - MARCH	Q4 APRIL-JUNE	PORTFOLIO OF EVIDENCE	WEIGHTING

V. C.

Number of workshop/events programmes by 30 June 2027	Policy and Procedures	2.03.03 Number of events and workshops to be organized	8 workshops and 5 events	R3 863, 000,00	2workshops 2 Events	2 workshops, Event	2 Workshops, 1 Event	2 Workshops, 1 Event	Attendance Register and Signed Report	**5**

4. MUNICIPAL FIANNCIAL VIABILITY & MANAGEMENT

OBJECTIVE	BASELINE	KEY PERFORMANCE INDICATOR	ANNUAL TARGET	ANNUAL BUDGET	Q1 JULY - SEPT	Q2 OCT-DEC	Q3 JAN - MARCH	Q4 APRIL-JUNE	PORTFOLIO OF EVIDENCE	WEIGHTING
Implementation of activities in the procurement plan based on timely submission by departments by 30 June 2027	Procurement plan was implemented monthly in 2025/26 financial year	4.87.01. Percentage implementation of procurement plan	100%	R0.00	**25%**	**50%**	**75%**	**100%**	Quarterly progress report on Procurement Plan.	**10**

5. GOOD GOVERNANCE & PUBLIC PARTICIPATION

OBJECTIVE	BASELINE	KEY PERFORMANCE INDICATOR	ANNUAL TARGET	ANNUAL BUDGET	Q1 JULY - SEPT	Q2 OCT-DEC	Q3 JAN - MARCH	Q4 APRIL-JUNE	PORTFOLIO OF EVIDENCE	WEIGHTING

V.C.

Number of Portfolio Committee meetings to be held	Policy and Procedures in Place	2.2.15. Number of Portfolio Committee meetings to be held	R40 800.00	**4**	**1**	**1**	**1**	**1**	Attendance Register and Minutes of the Meeting	**10**
Number of Risk Monitoring tools submitted	Approved risk management implementation plan for 2025/26 financial year.	2.2. Number of Risk Monitoring tools submitted	R0.00	**4**	**1**	**1**	**1**	**1**	Risk Monitoring tool	**5**

16. 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 Employe'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	✓	**10**
People Management	✓	**10**
Program and Project Management	✓	**10**
Financial Management	✓	**10**
Change leadership	✓	**10**
Governance Leadership	✓	**10**
CORE OCCUPATIONAL COMPETENCIES (COC)		

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Moral competency		
Planning and Organization	✓	**5**
Analysis and organization	✓	**10**
Analysis and Innovation	✓	**10**
Knowledge and Information Management	✓	**10**
Communication	✓	**5**
Total		**100%**

NB: All performance requirements have a deadline of 30 June 2027, unless stated otherwise in the requirements.

N. C.

ANNEXURE "B"

PERSONAL DEVELOPMENT PLAN

NAME : MIRANDA BOHOLO MATUBATUBA
JOB TITLE : SENIOR MANAGER CORPORATE SERVICES
EMPLOYER : INGQUZA HILL LOCAL MUNICIPALITY
FINANCIAL YEAR : 2026/2027FY

Competency area to be addressed	Proposed actions	Responsibility	Time-frame	Expected outcome
Evaluation & Reporting	Monitoring and evaluation	Municipal Manager	30/06/2027	Certificate in Monitoring and Evaluation

V.C

APPENDIX 1

Commitment of Management Team reporting directly to the Senior Manager

Mawaka Mfingwana

Manager: Admin & ICT Systems

I, Mawaka Mfingwana (Manager: Admin & ICT Systems) hereby make this commitment to support the Senior Manager Corporate Services, Miranda Boholo Matubatuba, to achieve targets as set in this performance contract between her and the employer. As a support manager, I understand that her targets are impossible to achieve without my full support and co-operation. I, therefore, accept both my individual and collective responsibilities towards the attainment of the set targets.

Signed By

Mawaka Mfingwana

Manager: Admin & ICT Systems

Commitment of Management Team reporting directly to the Senior Manager

Cawekazi Madyaka

Acting Manager: Human Resources Management

I, (Acting Manager Human Resources Management) hereby make this commitment to support the Senior Manager: Corporate Services, Miranda Boholo Matubatuba, to achieve targets as set in this performance contract between her and the employer. As a support manager, I understand that her targets are impossible to achieve without my full support and co-operation. I, therefore, accept both my individual and collective responsibilities towards the attainment of the set targets.

Signed By

Cawekazi Madyaka

Acting Manager: Human Resources Management

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 Senior Manager. 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 managers reporting directly to the Senior Manager.

1.3 Facilities and Equipment

1.3.1 During the full period of the performance contract, the employer shall avail to the Senior Manager all existing facilities and equipment which she will need in executing her 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) weeks 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 Senior 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 Senior Manager

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

V. C.

2 OBLIGATIONS OF THE SENIOR MANAGER

2.1 Conditions of service

2.1.1 The Senior Manager shall be the Head of the Corporate Services Department, subject to the conditions of service as stipulated by the employer. The conditions of service of the Senior Manager shall include but not be restricted to:

2.1.1.1 Setting of specific of targets for managers 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 Setting and monitoring of performance indicators for the Corporate Services Department and execute corrective measures as and when necessary.

2.1.1.4 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 Completing and submitting performance reports for the Corporate Services Department, to the Municipal Manager on a monthly and quarterly basis for information purposes.

2.1.1.7 Assessing performance reports for Corporate Services staff where necessary.

2.1.1.8 Assist in the preparation of the annual budget and once approved, adhering to it.

2.1.1.9 Implementing strategies to improve the morale of staff.

2.1.1.10 Attending meetings and other occasions on behalf of the department.

2.1.2 The Senior Manager shall ensure that her staff has access and is well informed about the disciplinary procedure of the municipality.

2.1.3 Making recommendations to the Municipal Manager to hire staff in the Corporate Services Department as the need arises.

V. C.

2.1.4 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 Senior 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 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 Senior Manager shall exercise all her skills, reasonable care, responsibility and diligence in discharge of his duties under this contract. The Senior Manager 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 Senior 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 Senior Manager undertakes to supervise personnel in her department. 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 Senior Manager shall do all in his power to achieve the targets and milestones indicated in the municipal IDP and Performance Management System.

V.C.

2.4.2 The Senior 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 contract.

2.5 Reporting

2.5.1 The Senior Manager shall submit detailed quarterly reports on the operation of the Corporate Services Department to the employer. The reports shall include details of achievement of targets and milestones for that quarter for information purposes. The quarterly report should reach the employer within one month after the quarter in question has lapsed.

2.5.2 The Senior Manager also undertakes to submit any other report/s as required by the employer.

2.6 Expenditure

The Senior Manager shall be responsible for the implementation of the approved operational and capital budget of the Corporate Services Department.

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

The Senior 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 Senior 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 contract. 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

J. C

The Senior 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 01 July 2026 and end on the 30 of June 2027, 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 can utilize the services of an Auditor in this regard.

2.10.3 The Senior 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 Senior Manager shall make the necessary submissions to the Corporate Services, 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 Senior Manager to incur expenditure accordingly and in line with the performance targets indicated in this performance contract.

2.12 Liability

The Senior Manager 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 Senior 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 her

V.C