

# INDIVIDUAL PERFORMANCE MANAGEMENT POLICY 2023/24

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### **DEFINITIONS**

CONCEPTS	DEFINITION
"personal development plan"	This is a plan that is developed after each formal performance review showing what training and development activities are planned to help the employee to improve in his/her current job or to obtain new skills and knowledge to advance in his/her career. This plan will also assist in the development of the Workplace Skills Plan (WSP) for the unit.
"inputs"	These are the knowledge, skills and behaviours an employee needs to have in order to perform a particular job effectively.
"key performance area"	A KPA describes something that must be achieved. Another word for KPA, is an objective or goal. In the performance plan, the word "KPA" is used to refer to the key deliverables, which make up an employee's job. As a guideline, there should not be more than 6 KPA's in the performance plan.
"outputs"	The outputs of the job focus on what needs to be delivered in order to be successful in the job. The output section of the performance plan is made up of the key performance areas and should cover all the different key deliverables of the job, which ensures that the overall purpose of the job is achieved.
"performance agreement"	A written agreement concluded annually between a municipality and a staff member that sets out the agreed KPAs and KPIs within a performance cycle.
"performance cycle"	Means the period commencing on 01 July annually and ending on 30 June of the following year for which performance is planned, managed and assessed.
"performance indicators"	Key Performance Indicators (KPIs) These are measures that are used to provide proof of evidence of whether or not a key performance area has been met.
"Performance standards"	Performance standards are specific performance requirements of expectations that must be met to be appraised at a particular level of performance.
"Portfolio of Evidence"	Refers to the documentary evidence on progress made by a staff member towards the achievement of that staff member's KPA's.
"scoring"	A classification of ranking of someone or something based on a comparative assessment of their quality, standard or performance.
"Weighting"	Weighing shows the relative importance of one objective against the others.

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### ACRONYMS

IDP - Integrated Development Plan

SDBIP - Service Delivery Budget Implementation Plan

PDP - Personal Development Plan

PMS - Performance Management System

IPMS - Individual Performance Management systems

IPP - Individual Performance Plan

KPA - Key Performance Area

KPI - Kay Performance Indicator

MFMA - Municipal Finance Management Act, 2003

MSA - Municipal Systems Act, 2000

OPMS - Organizational Performance Management Systems

PA - Performance Agreement

WSP - Workplace Skills

PMDS - Performance Management Development System

### 1. INTRODUCTION

- a) An individual Performance Management System (IPMS) is defined as a management tool through which a Municipality can plan, manage, monitor, and review the performance of the municipality and its employees to measure the progress made in achieving the objectives set out in the Integrated Development Plans (IDP's) and further ensure the efficiency, effectiveness and impact of its service delivery.
- b) IPMS is not just a tool to measure performance but to align employee behavior with organizational objectives and it enables the municipality to identify talent.
- c) It enhances individual career development through informed decision-making and focused training and it assists employees to discover their strengths and recognize their weaknesses and take full account of employee contribution. It also ensures a common understanding of the performance expected.
- d) The cascading of PMS is done by assessing each individual contribution by setting goals and targets that will add value to the strategic goals and objectives of the Municipality. In a nutshell, IPMS is to translate the organizational strategy (IDP) into operational activities. Therefore, a link between the Organizational Performance and Individual Performance must be taken into account.
- e) The actual execution of PMS cascading involves developing a balanced scorecard (SDBIP) to be executed at; an Institutional, departmental/Directorate and Individual level.
- f) The cascading of the Performance Management and Development systems is mandatory for every municipal staff member to participate in. The annual performance agreement as well is mandatory. The signing of work plans is compulsory for all employees.
- g) The Moderation committees are the governance structures of PMDS.
- h) The roll-out to lower levels of the organization will be dependent on the availability of human and financial resources. Cascading will be done up to a level where it is practically implementable and may include the signing of performance plans on a team basis.
- i) The cascading of IPMS will be implemented through a phase in approach to ensure a successful execution. All employees from Task Grade 18 to Task Grade 11 will sign performance agreements and be assessed as per the guidelines of this policy for the 1<sup>st</sup> phase of IPMS.

### 1.1. PURPOSE OF THE IPMS POLICY

- a) To provide the policy and legislative context of chapter 4 of the Municipal Staff Regulations;
- b) To provide an overview aimed at facilitating the application and institutionalizing of Chapter 4 of the Regulations;
- c) To outline the composition and purpose of the Moderating Committees.
- d) To provide an outline of the criteria to be used in the performance evaluation processes as well as the evaluation cycles.
- e) Identifying the key role players in the implementation of IPMS.
- f) To guide the performance rewards, evaluation disputes and how to manage substandard performance.

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### 2: LEGISLATIVE AND POLICY FRAMEWORK

- a) The Constitution of the Republic of SA,1996
- b) The White Paper on Local Government, 1998
- c) Municipal Systems Act, 2000
- d) Municipal Planning and Performance Management Reg, 2001
- e) Municipal Staff Regulations, 2021
- f) Municipal Finance Management Act, 2003
- g) Regulations for MMs and Managers Directly Accountable to MMs, 2006
- h) Skills Development Act, 1998
- i) Labour Relations Act, 1995

### 3: LONG-TERM DEVELOPMENT VISION AND MISSION: MANDENI LOCAL MUNICIPALITY

Mandeni Local Municipality seeks to take strides to react to windows of opportunity, which are innovation, growth, prosperity, cost structure and technological advancement. As such, the municipality has formulated a vision statement that defines its medium to long-term goal and pledges a future characterized by an improved quality of life, higher service levels and accountable leadership to the people of Mandeni and all other interested and affected parties. The vision paints a picture of a bright future for Mandeni, indicates how stakeholders, both internal and external, should perceive the Mandeni area and sets a clear direction and expectations within which the entire organizational strategy is framed.

### 3.1. MISSION STATEMENT

Further to the vision statement, Mandeni Municipality has developed a mission statement that sets the tone for every decision that the municipality makes to achieve its vision. The brief mission statement defines the organization and seeks to set it apart from the other municipalities. Mandeni Local Municipality will achieve the development vision by following a culture of Core values in keeping with the principles of Batho Pele our conduct will be guided by the following:

- 3.1.1 Honesty
- 3.1.2 Transparency
- 3.1.3 Integrity
- 3.1.4 Inclusiveness
- 3.1.5 Commitment
- 3.1.6 Professionalism

- 4.1. The objectives of implementing an Individual Performance Management System in a municipality are to:
  - 4.1.1 Achieve sustainable improvements in service delivery to the community;
  - 4.1.2 Develop constructive and open relationships between Managers/Supervisors and employees;
  - 4.1.3 Encourage and reward good performance;
  - 4.1.4 Manage and improve on poor performance
  - 4.1.5 Provide accountability;
  - 4.1.6 Link the Integrated Development Plan (IDP) to the team and individual performance;
  - 4.1.7 Enable individuals to develop their abilities, increase their job satisfaction and achieve their full potential to the mutual benefit of the employee and municipality;
  - 4.1.8 Create a climate for individuals to develop their abilities, increase their job satisfaction and achieve full potential; and to fulfil the requirements of the MSA, 2000

### 5: KEY ROLE PLAYERS FOR INSTITUTIONALISING & IMPLEMENTING OF IPMS

- 5.1 The implementation of this policy will be monitored in the Office of the Municipal Manager, while the daily management of the cascading process will be managed through the Corporate Services Department. The detailed responsibilities are as follows:
  - **5.1.1 Municipal Manager**—Provide Strategic Leadership and Support in the implementation and reinforce change management processes.
  - **5.1.2 Directors** —Take the Lead by being champions of IPMS at the department/directorates level
  - **5.1.3 Council** –Conduct Oversight on Performance Information and make resolutions to improve IPMS
  - **5.1.4 Line Managers**—Take a lead in the end-to-end processes of institutionalizing and implementing IPMS at the business level
  - **5.1.5 Employees**—Partake in the Performance Management System by delivering the outputs set on their Performance Plans to realize the strategic objective of the IDP
  - **5.1.6 Integrated Development Planning Division**—Planning Coordination and Delivery of Municipal Strategy.
  - **5.1.7 Performance Management System Division** –Coordinate the development of PMS Policy and drive the implementation thereof.

- **5.1.8 Human Resources Division** Facilitate the development of Job Descriptions and coordinate the HRD component.
- **5.1.9 Labour Relations Division** –Partaking in policy development/review and substandard poor performance (Scheduled 8 LRA).

### LINKAGE BETWEEN ORGANIZATIONAL PERFORMANCE MANAGEMENT SYSTEM AND INDIVIDUAL PERFORMANCE MANAGEMENT SYSTEM

- 6.1. To ensure that the municipality meets its organizational performance indicators and standards, each individual/team is given performance objectives, targets and standards that are linked to the objectives of his /her team, her/his department and ultimately her/his municipality.
- 6.2. Once organizational objectives and targets have been set, it is possible to cascade them down to relevant departments and individuals/teams. In turn, the individuals/teams and departments, by achieving their objectives and targets, contribute towards the Municipality achieving the objectives and targets in its IDP.
- 6.3. The initial parts of the strategic component refer more to the organization while the lower parts of the operational levels are largely for the individuals. The diagram below helps to clarify the cascading linkages:

### MUNICIPAL MANAGER'S PERFORMANCE AGREEMENT:

Municipality's objectives, outputs and targets to be achieved as per IDP.



### THE SENIOR MANAGER'S PERFORMANCE AGREEMENT IS BASED ON THE TOP-LAYER SDBIP:

Department's objectives, outputs, targets and performance standards to be achieved.



### LINE MANAGER'S PERFORMANCE AGREEMENT IS BASED ON THE DEPARTMENTAL SDBIP:

Indicators at the departmental level are further broken down to describe projects or actions required



## INDIVIDUAL PERFORMANCE PLANS ARE BASED ON THOSE OF THEIR IMMEDIATE SUPERVISOR:

Indicators at this level are also broken down into activities to achieve the objectives of the Municipality as per the approved Integrated Development Plan.

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### 7.1. PLANNING

During the planning phase of the cascading of Performance Management;

- 7.1.1 the supervisor and staff member must jointly identify organizational, departmental as well as performance expectations of a staff member or team and secure the staff member or team's commitment to achieving the performance expectations;
- 7.1.2 the supervisor must explain to the staff member how the performance agreement and IPMS operate;
- 7.1.3 all staff members, including management, must be capacitated through training on—
  - what the process entails;
  - why the municipality uses the IPMS process;
  - how the IPMS works, including the phases, purpose of linkage with the IDP
  - Competency framework and how the performance of competencies are measured;
  - the expectation from a staff member in a specific role; and
  - · when performance will be evaluated and reviewed;
- 7.1.4 the supervisor and staff member must develop a performance agreement wherein the performance standards will be defined in terms of quality, quantity, time and process. The following documents can assist—
  - the staff member's job description;
  - the IDP and departmental SDBIP:
  - the supervisor's performance agreement, where applicable;
  - the staff member's previous year's performance assessment, where applicable; and
  - any other document considered relevant to the process;
  - planned KPAs, KPIs and targets as contained in the performance agreement must meet the SMART (specific, measurable, achievable, relevant and time bound) criteria.
- 7.1.5 the municipality must ensure that every supervisor has undergone training to acquire the relevant coaching skills needed for the ongoing implementation of the IPMS;

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### 7.2 MONITORING, COACHING AND FEEDBACK;

- 7.2.1 Effective performance monitoring, coaching and feedback must be monitored continuously throughout the performance cycle.
- 7.2.2 Performance monitoring, coaching and feedback involve ongoing collaborative engagements between the supervisor and staff member or team aimed at improving a staff member's skills and competencies to meet or exceed the set standards of performance through—
  - · observation, motivating and encouraging the staff member;
  - frequent and infrequent exchanges of feedback about the staff member's performance;
  - regular evaluation of whether the staff member performs according to the set objectives as outlined in the performance agreement;
  - formal coaching and informal performance evaluation sessions;
  - reinforcing the discussions that took place during the planning phase culminating in the performance agreement;
  - affording the supervisor, the opportunity to encourage the development of the staff member or team;
  - proactive identification of challenges and solutions to enable achievement;
  - identification of accomplishments or challenges by the staff member or team that have been resolved, which otherwise may not have come to the supervisor's attention;
  - coaching that reinforces effective performance or brings the performance of the staff member closer to the expected standards; and
  - a staff member or team who participated in several coaching sessions being aware of what is required of him or her to meet performance outcomes.
- 7.2.3 staff member's supervisor must keep a record of all assessment meetings.
- 7.2.4 Personal growth and career development needs are identified during any performance review or assessment, together with the actions and timeframes agreed to. must be recorded in the staff member's personal development plan.
- 7.2.5 supervisors must receive adequate training in performance coaching processes and be capable of effectively assessing progress and evaluating the performance of staff or team.
- 7.2.6 The development needs of staff identified during performance monitoring and coaching processes must be evaluated and addressed to encourage good performance and improves job-related skills and competencies that support staff to keep up with changes in the workplace.

### 8. S.M.A.R.T PRINCIPLES

**S.M.A.R.T** is a prompt, giving criteria to guide in the setting of objectives, for example in project management, employee performance management and personal development. The letters broadly conform to the words **specific**, **measurable**, **attainable**, **relevant** and **time-bound**. The Municipality needs to ensure that Objectives, as well as Key Performance Indicators, need to be developed using S.M.A.R.T Principles.

### KEY PERFORMANCE AREAS (KPA'S)

A Key Performance Area is defined as a broad focus area, or group of objectives within the Integrated Development Plan, for example; the provision of water, sanitation and roads can be grouped under a Key Performance Area of "infrastructural development".

The municipality has adopted the **6 National KPAs** as contained in the 5-year Local Government Strategic Agenda as the core KPA's in its organizational performance scorecard. The KPAs are as follows:

### 9.1. BASIC SERVICE DELIVERY

- > Includes aspects such as basic water, sanitation, electricity, refuse and roads.
- > Includes social infrastructure, e.g. housing, health, education, welfare, and cemeteries.

### 9.2. LOCAL ECONOMIC DEVELOPMENT

- > Economic Development and poverty alleviation strategies and awareness programmes
- Comprise economic generation objectives
- > Elements of poverty alleviation are also grouped in this area.

### 9.3. GOOD GOVERNANCE AND PUBLIC PARTICIPATION

- > Measures how the local government sphere aligns and integrates with the provincial and national spheres of government on cross-cutting issues.
- > Programmes to demonstrate how the community participates/ is consulted/ is empowered in government programmes;
- > In addition to the social infrastructure, social programmes also form part of this e.g. HIV/AIDS, etc.
- > Risk and internal audit function

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# 9.4. MUNICIPAL TRANSFORMATION AND ORGANIZATIONAL DEVELOPMENT

- How the institution is (administratively and politically) capacitated to exercise its duties (Human Resource development and management)?
- How is the organization structured to meet the needs of the IDP
- Is the organization accountable to the public via the necessary performance management systems?
- The internal policies and processes and adherence to aspects like gender equity, disability and general management of the municipality.

### 9.5. MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

- Comprises the policies and processes relating to revenue generation, debt and credit management as well assets and liability control and auditing.
- Aspects such as submission of the financial statements to the Auditor General (AG) as well as the findings of the AG on the Municipal Affairs
- Compliance with Municipal Finance Management Act and the Service Delivery and Budget Implementation

### 9.6 SPATIAL RATIONAL ENVIRONMENTAL /CROSS-CUTTING MEASURES

- To ensure the acquisition and sustainable use of land and promote growth and development
- Improve investment in land development and establishment of sufficient certainty in the land market
- To establish economical, social, and environmentally integrated sustainable human settlements around Mandeni Municipality.

### 10. PERFORMANCE EVALUATION

Performance Assessments are to be done as per the schedule in the table below:

Quarter	Period	Review date
1	July - September	Before the end of October (informal)
2	October - December	Before the end of January (Midyear Review) (formal)
3	January - March	Before the end of April (informal)
4	April- June	Before the end of December (Annual Review) (formal)

### 10.1. MID-YEAR PERFORMANCE REVIEW:

The mid-year performance review—

- 10.1.1 is a formal bi-annual performance appraisal where a staff member or a team is given feedback on his or her performance;
- 10.1.2 must be recorded:
- 10.1.3 offers an opportunity between the supervisor and staff member to assess the staff member or team's performance against set performance objectives, for the supervisor to monitor, coach and provide feedback to ensure effective performance, for the supervisor and staff member to—
  - jointly identify performance challenges and agree on solutions to overcome identified challenges;
  - agree on the developmental needs of the staff member and address such needs;
  - review the performance targets resulting from workplace changes beyond the staff member or team's control and reinforce good performance.
- 10.1.4 the mid-year performance review will be based on the existing performance agreement.
- 10.1.5 the amended performance agreement or addendum must be co-signed by the supervisor and staff member, and
- 10.1.6 a record of the amendments must be kept for purposes of annual performance assessment.
- 10.1.7 the staff member's supervisor must keep a record of all assessments.

### 10.2. ANNUAL PERFORMANCE EVALUATION:

The objectives of the performance evaluation are to —

- 10.2.1. formally discuss the performance outcome achieved by the staff member against agreed performance indicators and targets based on the work performed during the performance cycle of 12 months;
- 10.2.2. rate the performance of a staff member or team against each measurable KPI using the five-point rating scale;
- 10.2.3. recognize positive achievements and provide feedback on unsatisfactory performance; and

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- 10.2.4. identify areas of Improvement and develop action plans to be included in personal development plans to address identified areas for improvement.
- 10.2.5. Every staff member or team must be subjected to an annual performance assessment at the end of the performance cycle of a municipality.
- 10.2.6. The annual performance evaluation must be preceded by the staff member's self-rating against predetermined objectives, and where necessary supported by a portfolio of evidence.
- 10.2.7. Once the annual performance evaluation has been concluded, the performance assessment reports and outcomes must be subjected to departmental moderation processes.
- 10.2.8. Rating entails evaluating the staff member or team's performance against performance standards in a staff member's performance plan and assigning a numeric rating for each KPI.
- 10.2.9. The supervisor and staff member must-
  - formally and objectively confirm the staff member's performance outcomes against agreed KPAs, KPIs and job-specific competencies;
  - rate the performance of each staff member or team against each measurable KPI and job-specific competencies using the 5-point rating scale;
  - · recognize positive achievements;
  - · identify deficient performance;
  - identify the staff member's developmental needs, which will inform the Personal Development Plan of the employee; and
  - sign the final annual performance assessment.
  - At the end of the performance cycle, a rating scale is used which has a bearing on rewarding and recognizing performance above fully effective.
  - The supervisor must submit the final annual performance assessment, performance scores and any related evidence supporting performance to Human Resources (Performance Monitoring & Evaluation Unit).
- 10.2.10 Performance ratings for KPAs and competencies are calculated using the 5-point rating scale —
- 10.2.11 KPA ratings are calculated where individual ratings have been assigned to each KPI using the five-point rating scale;
- 10.2.12 No rounding of calculations is allowed and 2 decimal points must be used;

### 11. FIVE-SCALE RATING

The final performance 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 have to be performed under the KPA based on the following five-point scale: -

Level	Terminology	Description
5	Outstanding	Performance far exceeds the standard expected of a staff member at
	performance	this level. The appraisal indicates that the staff member has achieved
		above fully effective results against all performance criteria and
		indicators as specified in the Performance Agreement and
		Performance Plan and maintained this in all areas of responsibility
		throughout the year.
4	Performance	Performance is significantly higher than the standard expected in the
	significantly above	job. The appraisal indicates that the staff member has achieved above
	expectations	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	The appraisal indicates that the staff member has fully achieved
		effective results against all significant performance criteria and
		indicators as specified in the Performance Agreement and
		Performance Plan.
2	Performance not	Performance is below the standard required for the job in key areas.
	fully effective	Performance meets some of the standards expected for the job. The
		review/assessment indicates that the staff member has achieved
		below fully effective results against more than half the key performance
		criteria and indicators as specified in the Performance Agreement and
		Performance Plan.
1	Unacceptable	Performance does not meet the standard expected for the job. The
	performance	review/ assessment indicates that the staff member has achieved
		below fully effective results against almost all of the performance
		criteria and indicators as specified in the Performance Agreement and
		Performance Plan. The staff member has failed to demonstrate the
		commitment or ability to bring performance up to the level expected in
	I	the job despite management efforts to encourage improvement.

- 11.1 an overall rating is calculated by using the assessment rating calculator,
- 11.2 the annual performance evaluation must determine a performance rating for the performance cycle,
- 11.3 the staff member assessed, or the person designated must provide the Supervisor with a portfolio of evidence relating to his or her KPAs for the entire performance cycle.
- 11.4The maintenance and provision of the portfolio of evidence to support the decision on the final score for each KPA and competency is the responsibility of the staff.
- 11.5The Municipal Manager may exempt categories of staff from maintaining a portfolio of evidence in which case the municipality must determine alternative mechanisms or designate a staff member who will maintain the portfolio of evidence of those staff members.

### 12. PERFORMANCE EVIDENCE

- 12.1. The submission of evidence is subject to the following—
  - during the planning phase, an agreement must be reached on what evidence is to be used to minimize time and effort; and
  - evidence must be gathered during the performance cycle as this will inform and substantiate the scores according to the rating scale.
- 12.2. The staff member or team must gather, collate and present evidence against the measurable KPIs and, where applicable, job-specific competencies as contained in the performance agreement—
  - a) it is particularly important to ensure that evidence is gathered during the performance cycle in preparation for the mid-year performance review and annual performance evaluation, as it will be used to substantiate scores related to the achievement of KPIs and job-specific competencies; and
  - b) the ultimate accountability for the submission of the portfolio of evidence rests with the staff member or team being evaluated.
- 12.3. The nature of the work must determine the type of evidence that should be provided. This may, inter alia, include—
  - official records;
  - confirmation by a supervisor;
  - confirmation by other stakeholders such as a letter from a government department; and
  - inspection or viewing of evidence by supervisor such as filing system,
  - memorandums, reports, etc.
- 12.4. A supervisor may, at the latest by mid-year review:
  - accept other evidence that substantiates achievement of KPIs or competencies and
  - assist the staff member or team to obtain such evidence.

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### 13. PERFORMANCE MODERATION

### 13.1. DEPARTMENTAL PERFORMANCE MODERATION COMMITTEE

- 13.1.1. The municipal manager must establish departmental performance moderation committees, which must be convened annually.
- 13.1.2. Performance moderation processes must take place within a reasonable timeframe after the end of the performance cycle, but not later than six months after the end of the financial year.
- 13.1.3. The moderation committee must have sat by the 31st of December of each year.
- 13.1.4. The departmental performance moderation committees shall be constituted as follows:
  - The relevant heads of departments, who must act as chairpersons in the committees;
  - all managers are directly accountable to the heads of departments, who must be recused from the committee before their assessments are considered by the committee; and
  - a senior human resource functionary who will advise, guide and provide support, including arrangements for secretarial services.
- 13.1.5. The purpose of the departmental performance moderation committee is to—
  - conduct moderation of annual staff performance results to ensure that the norms and standards for IPMS are applied in a fair, realistic and consistent manner across the department;
  - assess and compare the performance and contribution of each staff member with his or her peers towards the achievement of departmental goals;
  - recommend the moderated performance scores for all staff members to the municipal moderating committee for approval;
  - recommend performance recogition as well as remedial actions for performance considered to be below effective performance; and
  - ensure that the integrity of the performance management and development system is protected.
- 13.1.6. If the departmental moderation committee has reason to believe that any performance assessment by the supervisor does not conform to performance norms and standards or that there is a lack of evidence or information to support the performance ratings, the departmental moderation committee may not reassess, amend or adjust the performance ratings of a staff member, but may refer the assessment back to the relevant supervisor for reassessment in consultation with the affected staff member.
- 13.1.7. Upon conclusion of the reassessment, the departmental moderation committee may reconvene to moderate the assessment of the staff member concerned.

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### 14. OUTSTANDING PERFORMANCE RECOGNITION

Outstanding performance-related recognition —

- 14.1. is at the discretion of the municipality; and may be awarded to a staff member—
  - a) who has served the full assessment period of 12 months on 30 June of each financial year of a municipality;
  - b) transferred or seconded horizontally during the performance cycle within the municipality;
  - c) who received a performance rating of performance significantly above expectations or outstanding performance during a performance cycle after moderation of performance results. This means that a scoring of number 5 on the rating scale.
- 14.2. The Municipal Manager may grant **2 days annual** leave to the respective employee as a form of recognition of outstanding performance which must be taken within the assessment years

### 15. DISPUTES ABOUT PERFORMANCE AGREEMENTS AND ASSESSMENTS

- 15.1. Any dispute about performance objectives or targets must be mediated by the relevant head of the department or the directorate of the staff member to whom this function is delegated. If the dispute is not resolved to the staff member's satisfaction, the staff member may lodge a grievance in terms of the applicable procedures.
- 15.2. Any dispute relating to the conclusion of the performance agreement or an amendment to the performance agreement or assessment must be referred to the head of the relevant department or directorate not later than five days after lodging the grievance in terms of the applicable procedures.
- 15.3. A dispute contemplated in 15.2 must be resolved within one month of receipt of the dispute by the head of the department, after—
  - considering the representation from the staff member concerned and his or her supervisor.

### MANAGING SUB-STANDARD PERFORMANCE

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- 16.1. A staff member who receives a performance rating below 3 in terms of the fivepoint rating must;
  - be assisted in developing his or her competencies through training and;
  - develop a revised personal development plan with his or her Supervisor
- 16.2. The personal development plan must contain at least a description of the behaviour and skills that require improvement;
  - The deadlines for improvement;
  - Details of the potential consequences if there is no improvement in performance.
  - The meetings to assess improvement and to provide feedback must be recorded in writing;
  - The personal development plan to manage performance improvement must cover a maximum of a period of 6 months, at the end of which, a formal evaluation of performance must take place.
- 16.3. The meetings to assess improvement & to provide feedback must be recorded in writing –
- 16.4. The personal development plan to manage performance improvement must cover a maximum period of 6 months, at the end of which, a formal evaluation of performance must take place.
- 16.5. The following alternative must be considered in respect of a staff member where performance has not improved to at least a performance that is fully effective:
- 16.6. Continuation of the actions referred to in the personal development plan
- 16.7. Alternative actions to improve performance,
- 16.8. Offering the staff member an alternative job within the municipality that is better suited to the staff member's behaviour and skills, or
- 16.9. Dismissal owing to incapacity in terms of the provisions of the Labour Relations Act.

### 17. CONCLUSION

- 17.1. The Municipal Manager, through the Performance Evaluation & Monitoring Unit under the Corporate Services department, will monitor the implementation and adherence to the policy.
- 17.2. The Performance Evaluation & Monitoring Unit will review this policy annually to ensure alignment with legislative prescripts.
- 17.3. For this policy to be fully implemented human resources needs to be made available as follows:
  - a) Office of the Municipal Manager: Sufficient capacity to develop policies and

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- manage the institutional performance as well as the individual performance of the MM and Directors.
- b) Corporate Services Department: Sufficient capacity to develop procedure manuals and manage the roll-out of individual PMS to all levels of staff, this may be done in a phased-in manner.
- 17.4. All Managers/Supervisors should ideally be required to attend the training courses to ensure that they are equipped with the necessary skills to effectively manage performance within their units. The Skills Development Unit will have to conduct the training.
- 17.5. To effectively implement IPMS requires a collaborative effort, embracing the Municipal Staff Regulations and incorporating them into the IPMS Policy.
- 17.6. The Policy must reflect the actions to be executed during implementation.
- 17.7. All the key stakeholders are to be consulted to ensure effective oversight and contribution
- 17.8. Senior Management to be a central point and take charge and support the custodian department in driving the process
- 17.9. A task team is to be established in driving the process to ensure the municipality moves in the right direction
- 17.10. Role and Responsibilities to be clarified from the onset
- 17.11. PMS Is a compliance matter, therefore the municipality must commit
- 17.12. Engage with SALGA continuously for Support.

18.

### 19. PREPARED BY NW MAKHOBA

DATE OF ADOPTION BY COUNCIL: 31/08/2023

**COUNCIL RESOLUTION NO: C18** 

MUNICIPAL MANAGER

DATE:

**SG KHUZWAYO** 

# ANNEXURE A PERFORMANCE AGREEMENT

### PERFORMANCE AGREEMENT 2023/2024 FINANCIAL YEAR

Made and Entered into by and between

### MANDENI LOCAL MUNICIPALITY

Herein represented by

Manager: Human Resources & Administration

(Hereinafter referred to as the "Employer")
And

(Performance Monitoring and Evaluation Officer)

Mr Wanda Gumede

Employee No: 1483

(Herein and after referred to as the "Employee")

For the period

01 JULY 2023 - 31 JUNE 2024

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- (i) The Employer has entered into a contract of employment with the Employee in terms of the contract of employment signed with the Employee. The Employer and the Employee are hereinafter referred to as "the Parties";
- (ii) Performance Management System Policy as approved by Council read with the signed job description concluded between the parties, requires the parties to conclude an annual performance agreement;
- (iii) 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;
- (iv) The Parties wish to ensure that there is compliance with the PMS Policy and the procedure manual of the Council.

NOW Therefore the Parties agree as follows:

### **ABBREVIATIONS**

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

IDP - Integrated Development Plan

SDBIP - Service Delivery Budget Implementation Plan

POE - Portfolio of Evidence

KPA - Key Performance Area

**KPI** - Key Performance Indicator

MFMA - Municipal Finance Management Act

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

its budget year.

### 1. INTRODUCTION

1.1 This performance contract is between the Name of the employee and the Name of the Supervisor in his capacity as the (Designation of Supervisor) within the provisions of the delegated powers as stipulated by Council. The performance agreement is for the 2021/2022 financial year only. The expected performance reflected in this performance agreement is based on the signed job description. The afore-mentioned document has been adopted as a working document of Nkangala District Municipality and therefore, shall be the basis of performance assessment.

### 2. PURPOSE OF AGREEMENT

The purpose of this agreement is to:-

- 2.1 Comply with the provisions of the legislation, Policy, signed job description and the regulations pertaining to performance management;
- 2.2 Specify objectives and targets defined and agreed to with the employee and communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the signed job description;
- 2.3 Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his/her job;
- 2.6 In the event of outstanding performance, to appropriately reward the employee; and;
- 2.7 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

### 3. STRATEGIC OBJECTIVE

The **Name of position** has the overall responsibility of ensuring that he shall be, subject to the policy directives of the Council of the Municipality, responsible and accountable for providing office support to the **Name of Unit/ Department** and any other functions as may be delegated to him/her by the **Designation**.

### 4. COMMENCEMENT AND DURATION

- 4.1 This Agreement will commence on 11 July 2023 and will remain in force until 30 June 2024 or until a new Performance Agreement, Performance Plan and Personal Development Plan are concluded between the parties for the ensuing financial year or part thereof.
- 4.2 The parties will review the provisions of this Agreement at the end of the current financial year and will conclude not later than 30 July 2023 a new Performance Agreement, Performance Plan and Personal Development Plan that replaces this Agreement.
- 4.3 This agreement will only be terminated if the employee resigns.
- 4.4 The parties agree that the contents of the agreement may be revised at any time during the duration thereof with the purpose to determine the applicability thereof.
- 4.5 If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties. Immediately be revised.

### 5. PERFORMANCE OBJECTIVES

- 5.1 The Performance Plan Annexure "A" sets out:
  - 5.1.1 The performance objectives and targets that must be met by the Employee and;
  - 5.1.2 The time frames within which those performance objectives and targets must be met.
- 5.2 The performance objectives and targets reflected in **Annexure "A"** are set by the Employer in consultation with the Employee, and are based on the signed job description and shall include the following:
  - 5.2.1 The key objectives that describe the main tasks that need to be done;
  - 5.2.2 The key performance indicators and means of verification that provide the details of the portfolio of evidence (POE) that must be provided to show that a key objective has been achieved;
  - 5.2.3 The target dates that describe the timeframes in which the work must be achieved;
  - 5.2.4 The weightings show the relative importance of the key objectives to each other.
- 5.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals, job description and strategies,
- 5.4 The Employer will make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Employee to ensure that he/she complies with those performance obligations and targets.
- 5.5 The Employee will at his/her request be delegated such powers by the Employer as may at the discretion of the Employer be reasonably required from time to time to enable him/her to meet the performance objectives and targets established in terms of this Agreement.

- 5.6 The Employee acknowledges the fact that the Employer is entitled to review and make reasonable changes to the provisions of **Annexure "A"** from time to time for operational reasons. The Employer agrees that the Employee will be fully consulted before any such change is made.
- 5.7 The provisions of **Annexure "A"** may be amended by the Employer when the Employer's performance management system is adopted, implemented and/or amended as the case may be.
- 5.8 The Personal Development Plan **Annexure** "B" sets out the Employee's personal development requirements in line with the objectives and targets of the Employer
- 5.9 Disclosure of Financial Interests **Annexure** "C" set out the financial interests of the employee

### 6. PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the municipality, management and municipal staff of the municipality.
- 6.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the municipality, management and municipal staff to perform to the standards required.
- 6.3 The Employer shall consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 6.4 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's), including special projects relevant to the Employee's responsibilities, within the local government framework.
- 6.5 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs), respectively.

- 6.5.1 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.5.2 KPA's covering the main areas of work will account for eighty percent (80%) and CCR's will account for twenty percent (20%) of the final assessment.
- 6.6 The **Employee's** assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which is linked to the KPA's, which constitute eighty percent (80%) of the overall assessment result as per the weightings agreed to between the **Employee**.

KPA	Key performance areas (KPA)	Weighting
1.	Institutional Development and Transformation	100%
2.	Good Governance and Public Participation	
3.	Local Economic Development (LED)	
4.	Municipal Financial Viability and Management	
5.	Basic Service Delivery and Infrastructure	
6.	Spatial Development	
TOTAL		100%

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

Competencies	Competency Definition	Weighting % (total 100%)
People Management	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives	
Moral competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence	Sowi
Planning and Organising	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk	101
Analysis and Innovation	Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives	100% 100%
Knowledge and Information Management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government	1/G/L
Communication	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders	120
Results and Quality Focus	Able to maintain high-quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives	151
	Total	State of the state

### 7. EVALUATING PERFORMANCE

- 7.1 Annexure "A" to this Agreement sets out:
  - 7.1.1 The standards and procedures for evaluating the Employee's performance; and
  - 7.1.2 The intervals for the evaluation of the **Employee's** performance.
- 7.2 Despite the establishment of agreed intervals for evaluation, the **Employer** may, in addition, review the **Employee's** performance at any stage while the current performance agreement remains valid.
- 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.
- 7.4 The **Employee's** performance will be measured in terms of contributions to the signed job description
- 7.5 The annual performance appraisal must involve:
  - 7.5.1 Assessment of the achievement of results as outlined in the performance plan-
    - (i) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
    - (ii) An indicative rating on the five-point scale should be provided for each KPA.
    - (iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.
  - 7.5.2 The overall rating is calculated by using the applicable assessment-rating calculator. Such an overall rating represents the outcome of the performance appraisal.

# 7.6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's

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 appraisal indicates that the Employee has achieved the 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.					al		
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 performance expected for the job. The review! The assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.							

7.7 For purposes of evaluating the annual performance of the Employee and evaluation panel as per the approved PMS policy.

### 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of the Employee in relation to his/her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

Quarter	Period	Review date		
1	July - September	Before the end of October (informal)		
2	October - December	Before the end of January (Midyear Review) (formal)		
3	January - March	Before the end of April (informal)		
4	April- June	Before the end of December (Annual Review) (formal)		

- 8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 8.3 Departments should conduct quarterly assessments and avail means of verification
- 8.4 Performance feedback shall be based on the Employer's assessment of the Employee's performance and shall be given to the employee within fourteen (14) working days after the moderation committee.
- 8.5 The Employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on the agreement between both parties.
- 8.6 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on the agreement between both parties.

### 9. DEVELOPMENTAL REQUIREMENTS

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

### 10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer shall:
  - 10.1.1 create an enabling environment to facilitate effective performance by the Employee;
  - 10.1.2 provide access to skills development and capacity building opportunities;
  - 10.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact the performance of the Employee;
  - 10.1.4 on the request of the employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of the agreement; and
  - 10.1.5 Make available to the employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of the agreement.

### 11. CONSULTATION

- 11.1 The Employer agrees to consult the Employee timeously so as not to impact negatively on the Employee's rights with respect to the following–
  - 11.1.1 a direct effect on the performance of any of the Employee's functions;
  - 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer;
  - 11.1.3 A substantial financial effect on the Municipality.
- 11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken under the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

### 12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The key to a developmentally oriented performance management system towards adequate performance is to promote improvement through feedback, learning and support, rather than judgement, sanctions or punishment.
- 12.2 Performance appraisal feedback shall be conveyed to employees in writing or discussed with employees on a regular basis to prevent a scenario where employees only find out about the gaps in their performance during mid-year or during the final review.
- 12.3 The evaluation of the Employee's performance shall form the basis for rewarding outstanding performance or correcting unacceptable performance
- 12.4 In the case of unacceptable performance, the employer shall -
  - 12.4.1 Provide systematic remedial or developmental support to assist the employee to improve his/her performance; and
- 12.5 After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for performance improvement, and performance does not improve, the employer may consider steps to implement a disciplinary process that will be guided by the Labour Relations Act 66 of 1995.

### 13 DISPUTE RESOLUTION

- 13.1 Dispute on performance agreement/performance evaluation
  - 13.1 In a case where the employee is not satisfied with the assessment the employee must apply in writing for reconsidering the performance review. The application for the appeal must be submitted within five days (5) working days from the date on which the assessment feedback has been communicated with the concerned employee. The employee shall look for a representative for assistance and support, for example, Union Representative.
  - 13.2 The application must be submitted to the Municipal Manager and the Municipal Manager must appoint an Appeals Committee to deal with such appeals. The findings of the Appeals Committee should be forwarded to the Municipal Manager with

recommendations. The Municipal Manager must make a final decision on the matter and his/ her decision will be regarded as final and binding

### 14 GENERAL

14.1 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed on thisday of2023.	
1. EMPLOYEE'S NAME	MPLOYEE'S: SIGNATURE
2. SUPERVISOR NAME	SUPERVISOR SIGNATURE
MANAGER:	
Thus done and signed on thisday of2023	3.
1.	
GENERAL MANAGER:	
Thus done and signed on thisday of2023	3.
1. [=	
PERFORMANCE MANAGEMENT OFFICE RECEIVED BY	<b>':</b>
Thus done and signed on thisday of202	1.
2.	

|--|

KPA 1: INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION

Portfolio Of Evidence			
	Qtr. Qtr. Annual 2 3 4 target		
	Qtr.		
2023/2024 Target	Qtr.		
202 Ta	Qtr.		
	Qtr. 1		
Weight Baseline			
Weight			
Key Performance Indicators			
Activities			

# MEXIC PERSONAL BEUFLISHMENT PLANTAR

Support	Manager: HR & Admin
Work opportunity created to practice skills/ development area	Online/ Block lectures To Evaluate the Impact Assessment of Manager: HR & the current tools and methodologies used Admin implementing the Individual Performance Management System
Suggested mode of delivery	Online/ Block lectures
Suggested training and/or development activity	NQF level 6 Performance management and monitoring
Outcomes expected (measurable indicators, quantity, quality and time frames)	Monitor and Evaluate the POE's files for Individual Performance Management.
Skills performance gap (in order of priority)	Monitoring & Evaluation