



PERFORMANCE AGREEMENT

Made and entered between-

Mr Mzwandile Patrick Nini

in his capacity, as Municipal Manager of the Blue Crane Route Municipality, hereinafter referred to as the "employer" of the one part.

AND

Mrs Yolisa Hellan Mniki

in her capacity as Director Community Services of the employer, hereinafter referred to as "the employee" of the other part.

PERIOD

1 JULY 2025– 30 JUNE 2026

MP Y.H. F.T. MM

ENTERED INTO BY AND BETWEEN:

The Municipality of Blue Crane Municipality herein represented by **Mzwandile Patrick Nini** in his capacity as **Municipal Manager** (hereinafter referred to as the Employer or Supervisor) and **Yolisa Helen Mniki** (Employee of Blue Crane Route Local Municipality) (hereinafter referred to as the **Director Community Services**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act of 2000 (hereinafter referred to as the "Systems Act"). The Employer and the Employee (are hereinafter referred to as "parties").
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an Annual Performance Agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4)(a), 57(4)(b) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to –

- 2.1 comply with the provisions of Section 57 (1)(b), (4)(a), (4)(b) and (5) of the Systems Act as well the Contract of Employment entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the Employee and to communicate to the Employee the Employer's expectations of Employee's performance expectations and accountabilities in alignment with Integrated Development Plan ,Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Municipality ;
- 2.3 specify accountability as set out in the Performance Plan which forms an annexure (A) 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 her job;
- 2.6 in the event of outstanding performance, to appropriately reward the Employee ; and

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- 2.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This agreement will commence on **01 July 2025** and will remain in force until **30 June 2026** where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof;
- 3.2 The parties must review the provisions of this Agreement during June each year and must conclude a new Performance Agreement replaces the previous Agreement at least once a year within one month after the commencement of the new financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
- 4.1.1 the performance objectives and targets that must be met by the employee; and
- 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan and the Budget of the municipality, and shall include key objectives; key performance indicators; target dates, and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee on the specific performance standards that will be included in the performance management system as applicable to the Employee.

6 AGREEMENT TO COMPLY WITH EMPLOYER'S SYSTEM

- 6.1 The Employee agrees to participate in the performance management and development system that the Employer adopts.
- 6.2 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 6.3 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
 - 6.3.1 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.
 - 6.3.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 6.3.3 KPAs covering the main areas of work will account for 80% and Core Competency Requirements will account for 20% of the final assessment.
- 6.4 The Employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

#	Key Performance Areas (KPA's)	Weighting
1	Basic Service Delivery	60%
2	Municipal Institutional Development and Transformation	10%
3	Good Governance and Public Participation	10%
4	Financial Viability and Management	10%
5	Local Economic Development	10%
Total		100%

6.5 The Core Competency Requirements make up the other **20%** of the Employee's assessment score. CMCs that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list below as agreed to between the Employer and Employee:

Competency Framework Structure

LEADING COMPETENCIES		Weighting
<i>Strategi Direction and Leadership</i>	• <i>Impact and Influence</i> • <i>Institutional Performance Management</i> • <i>Strategic Planning and Management</i> • <i>Organizational Awareness</i>	• 4%
<i>People Management</i>	• <i>Human Capital Planning and Development</i> • <i>Diversity Management</i> • <i>Employee Relations Management</i> • <i>Negotiation and Dispute Management</i>	• 4%
<i>Program and Project Management</i>	• <i>Program and Project Planning and implementation</i> • <i>Service Delivery</i>	• 3%

	Management • <i>Program and Project Monitoring and Evaluation</i>	
<i>Financial Management</i>	• <i>Budget Planning and Execution</i> • <i>Financial Strategy and Delivery</i> • <i>Financial Reporting and Monitoring</i>	• 3%
<i>Change Leadership</i>	• <i>Change Vision and Strategy</i> • <i>Process Design and Improvement</i> • <i>Change Impact Monitoring and Evaluation</i>	• 3%
<i>Governance Leadership</i>	• <i>Policy Formulation</i> • <i>Risk and Compilation Management</i> • <i>Cooperative Governance</i>	• 3%
Core Competencies		
<i>Moral Competence</i>		
<i>Planning and Organising</i>		
<i>Analysis and Innovation</i>		
<i>Knowledge and Information Management</i>		
<i>Communication</i>		
<i>Results and Quality Focus</i>		

7. EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) to this Agreement sets out:

7.1.1 the standards and procedures for evaluating the Employee's performance; and

7.1.2 the intervals for the evaluation of the Employee's performance.

- 7.2 Despite the establishment of the agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage (*e.g. quarterly – highly recommended*) while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implemented within the agreed upon time frames.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve the following:
- 7.5.1 Assessment of the achievement of results as outlined in the performance plan:
- (a) Each KPA shall be assessed according to the extent to which the specified standards or performance indicators have been met or exceeded and with due regard to ad hoc tasks that had to be performed under the KPA.
 - (b) An indicative rating on the five-point scale should be provided for each KPA.
 - (c) The applicable assessment rating calculator (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the Core Competency Requirements (CCR's):

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating the five point –scale should be provided for CCR
- (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- (d) The applicable assessment –rating calculator must then be to add the scores and calculate a final CCR score

7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6 Assessment of the performance of the employee

The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

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 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	Full effective	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	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.					

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- 7.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established –

7.7.1 Municipal Manager

7.7.2 Chairperson of the Performance Audit Committee or Audit Committee in absence of the Performance Audit Committee;

7.7.3 Ward committee member (on a rotational basis), where applicable;

7.7.4 Member of the Council (in respect of the plenary type municipality)

7.7.5 Municipal Manager from another Municipality (Optional).

8. SCHEDULE FOR PERFORMANCE REVIEWS

- 8.1 The performance of each Employee in relation to his 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:

INTERVAL	PERIOD	EVALUATION DEADLINE
First quarter	(July – September)	13-17 October 2025
*Second quarter	(October – December)	12-16 January 2026
Third quarter	(January – March)	13-17 April 2026
*Fourth quarter	(April – June)	13-17 July 2026

* These performance reviews **must** be formal and documented

- 8.2 The Employer **shall** keep a record of the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 8.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be.

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In that case the Employee will be fully consulted before any such change is made.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is included in Annexure A.

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 on the performance of the Employee;
- 10.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this 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 this Agreement.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others:

- a) a direct effect on the performance of any of the Employee's functions;
- b) commit the Employee to implement or to give effect to a decision made by the Employer; and
- c) a substantial financial effect on the Employer.

11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

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

- 12.2 A discretionary performance bonus of up to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.
- 12.4 In the case of unacceptable performance, the Employer shall:
- a) provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - b) after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

- 13.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or any other matter provided for, shall be mediated by:
- 13.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee, in the case of the Municipal Manager; or
 - 13.1.2 any other person appointed by the MEC.
 - 13.1.3 the Mayor within thirty (30) days of receipt of a formal dispute from the Employee, in the case of the Section 57 Managers
- 13.2 In the event that the mediation process contemplated above fails, the dispute resolution mechanism as enshrined in the Labour Relations Act shall apply.

14. CONFIDENTIALITY

In carrying out her duties, the Director Community Services undertakes to refrain from revealing any information which she has at his disposal by virtue of her office and concerning which he knows or could reasonably be expected to know that the security or other interests of the Local Municipality require that it be kept secret from any person other than a person to whom she may lawfully reveal it, or to whom it is her duty to reveal it in the interest of the Local Municipality or to whom she is authorized by Council or by an officer authorized by Council to reveal it and she realizes that she will be guilty of an offence if such information is unlawfully revealed.

15. GENERAL

- 15.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 15.2 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 at Kuandojoli on this the 03 day of July 2025

Between: _____ (Signature)

MNINI Yousa Helwan

(Full Name)

(EMPLOYEE)

AND

(Signature)

M P NINI

(Full Name)

(REPRESENTING EMPLOYER)

AS WITNESSES:

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2. _____

PERFORMANCE PLAN

Entered into
by and between

Mzwandile Patrick Nini

in his capacity as

Municipal Manager

of the **Blue Crane Route Municipality**

(hereinafter referred to as the Representative of the Municipality, the Employer)

and

Yolisa Hellan Mniki

in his capacity as

Director Community Services

of the

Blue Crane Route Local Municipality

(hereinafter referred to as the Employee)

FINANCIAL YEAR: 01 July 2025 -30 June 2026

1. Introduction

A Performance Plan is a strategic management tool that enables the performance of the employee to be assessed in an objective and fair manner. It defines the Council's expectations of the Director Community Services' performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

This Performance Plan is composed of three distinct plans:

a. Output Plan

The output plan is a plan of what outputs the employee is expected to deliver on. The outputs are defined in terms of the tangible deliverables (product or service). The quality requirements include the standard of the product or service and the time frame within which it must be delivered.

Finally, the indicator must reflect what evidence must be produced to demonstrate the delivery.

b. Competency Plan

The competency plan is a plan of what competencies (skills, knowledge, and attitude) the employee must acquire to be able to perform and deliver on the set objectives effectively. It entails the determination of the gap between the required level of competence and the employee's actual level of competence.

c. Development Plan

The development plan is a plan of what development interventions will be undertaken to bridge the gap between the required level of competence and the employee's actual level of competence and thus bring the employee to the desired competency level.

2. Output Plan

2.1 Introduction

The output plan is a plan of what outputs the employee is expected to deliver on. It consists of the key performance areas (KPA's), weighting, outputs, performance indicator, baseline information and a target. A key performance area is a defined or demarcated area of performance. The outputs are defined in terms of the tangible deliverables (product or service). The quality requirements include the standard of the product or service and the time frame within which it must be delivered. The quality requirements are the standards which measure the quality of the service or product.

The baseline information is the current information which is used as a starting point from which performance will be measured. Finally, the indicator must reflect what evidence must be produced to demonstrate the delivery.

2.2 Key Performance Areas

The following are Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) and the Municipality's IDP:

- Municipal Transformation and Organisational Development.
- Infrastructure Development and Service Delivery.
- Local Economic Development (LED).
- Municipal Financial Viability and Management.
- Good Governance & Public Participation

3. OUTPUT PLAN

(Departmental scorecard to be attached)

4. Personal Development Plan

The Personal Development Plan that pertains to what development interventions are envisaged and planned to bridge the gap between the required level of competence and the employee's actual (current) level of competence and thus bring the employee to the desired competency level.

#	Identified Competency Gap(s) – Pre-capacitation level of competence	Outcomes Expected (measurable indicators, quantity, quality and timeframes)	Suggested Training/ development/ capacitation activity	Weighting	Planned timeframes	Work opportunity created to practice skill//development area
1.	ISO 14001					
2.	Carbon credits certificate					
3.	Greenhouse Gas Management Courses					
4.	302 GHG Accounting for Forestry					
5.	331 GHG Accounting for Renewable Energy Projects					
TOTAL WEIGHTING				100%		
PROPORTIONAL WEIGHTING				(20%)		

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Thus done and signed aton this the..... day of 2025
/s/ [Signature]

Between: _____ (Signature)

Mr. Jaisa Heun (Full Name)

(EMPLOYEE)

AND

(Signature)

M. J. W. (Full Name)

(REPRESENTING EMPLOYER)

AS WITNESSES:

1. for Fairness

Signature