



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE AMAHLATHI LOCAL MUNICIPALITY
AS REPRESENTED BY THE MUNICIPAL MANAGER**

BALISA KING SOCIKWA

.....
FULL NAMES

AND

BUNTU ONDALA

.....

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2016 - 30 JUNE 2017

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- 2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 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 or 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 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 01 July 2016 and will remain in force until 30 June 2017 thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

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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 about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 5.4 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
 - 5.5.1 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.
 - 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 5.5.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A) which are linked to the KPAs, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

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	<ul style="list-style-type: none"> Management and Dispute Management 	<ul style="list-style-type: none"> Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	<ul style="list-style-type: none"> Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring 	<ul style="list-style-type: none"> Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	<ul style="list-style-type: none"> Supervisor Advanced Competent Basic 	<ul style="list-style-type: none"> Supervisor Advanced Competent Basic 	8.3		
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		government operations, but requires supervision and development intervention
Competent	3	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced	4	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in- depth analyses
Superior	5	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets out -

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

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

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

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- 6.7.1 Executive Mayor or Mayor;
- 6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
- 6.7.4 Mayor and/or municipal manager from another municipality; and
- 6.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.

6.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established

- 6.8.1 Municipal Manager;
- 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 6.8.4 Municipal manager from another municipality.

6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **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:

INTERVAL	PERIOD	EVALUATION DEADLINE
First quarter	July- September	14 th October
Second quarter	October - December	14 th January

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9.1.4 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

9.1.5 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.

10. CONSULTATION

10.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others –

10.1.1 a direct effect on the performance of any of the **Employee's** functions;

10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and

10.1.3 a substantial financial effect on the **Employer**.

10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

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

11.2A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

11.3The performance bonus percentage are determined by calculating the overall rating using the applicable assessment rating calculator.

- iv. While an employee is not penalised for any form of formally approved leave, it is also true that an employee who has been absent for a prolonged period, has not rendered the same extent of service as an employee who did not have such prolonged leave;

13. DISPUTE RESOLUTION

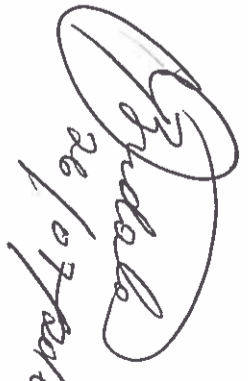
Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

- a. the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or
- b. any other person appointed by the MEC.
- c. In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;
- d. The MEC for Local Government and the Mayor, respectively, shall have the final say with regard to the Municipal Manager's and the Section 57 Managers' assessment respectively.
- e. In the case of staff other than the Municipal Manager or the Section 57 Managers, the fact of non-consensus together with the necessary evidence shall be escalated in line with the municipality's dispute resolution mechanism as embodied in the relevant Collective Agreement.

14. GENERAL

- I. 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**.

NO	PROJECT TITLE	PRIORITY	STRATEGY	KEY PERFORMANCE INDICATOR	ANNUAL TARGET	MEASUREMENT FREQUENCY	BASELINE	BUDGET	VOTE NUMBER	Q1 DELIVERY TARGET	Q1 FINANCIAL TARGET	Q1 EVIDENCE	Q2 DELIVERY TARGET	Q2 FINANCIAL TARGET	Q2 EVIDENCE	Q3 DELIVERY TARGET	Q3 FINANCIAL TARGET	Q3 EVIDENCE	Q4 DELIVERY TARGET	Q4 FINANCIAL TARGET	Q4 EVIDENCE	Q4 WEIGHT	NO
2.1	Project No. 2: Implementation of Community Hub	JOB CREATION	Job creation	No. of jobs created through ERFP	60 jobs created	Quarterly	396 jobs created in 2015/16	R 300,000	000-000-1-01-5418	30 jobs created	R 75,000	Quarterly report signed by HOD	Report on ERFP implementation	R 75,000	Quarterly report signed by HOD	30 jobs created	R 75,000	Quarterly report signed by HOD	Report on ERFP implementation	R 75,000	Quarterly report signed by HOD	4.57	26
2.2	To promote Tourism within Amathole municipal area in order to position the municipality as a tourist destination	TOURISM	Initiation of craft projects from Amathole in tourism annual events	No. of Tourism events attended by Amathole	4 Tourism events attended by Amathole	Quarterly		R 500,000	000-116-115-5115	1 Tourism event attended by Amathole	R 125,000	Quarterly report signed by HOD	Report on Tourism events implemented	R 125,000	Quarterly report signed by HOD	1 Tourism event attended by Amathole	R 125,000	Quarterly report signed by HOD	Report on Tourism events implemented	R 125,000	Quarterly report signed by HOD	4.57	27
2.3	Preservation of cultural heritage and promotion of cultural diversity for nation building whilst uncovering hidden talents through crafts	HERITAGE	Initiation of Heritage Festivals	No. of Heritage Festivals hosted	3 Heritage Festivals hosted	Quarterly		R 200,000	000-116-115-5115	2 Heritage Festivals hosted (King's Hill & Caledon)	R 80,000	Event report, Expenditure Report and Attendance Register	Report on Heritage Festivals implemented	R 80,000	Event report, Expenditure Report and Attendance Register	3 Heritage Festivals hosted (Karoovallei)	R 120,000	Event report, Expenditure Report and Attendance Register	Report on Heritage Festivals implemented	R 120,000	Event report, Expenditure Report and Attendance Register	4.57	28
2.4	To encourage farmers to produce and assist in various food programmes	AGRICULTURE	Implementation of Massive Food Agricultural Project in the Amathole area	No. of farmers provided with maize seeds	200 farmers provided with maize seeds	Quarterly		R 130,000.00	000-116-115-5007	Appointment of Service Provider	R 0	Appointment letter	200 farmers provided with maize seeds	R 130,000	Register of beneficiaries	Report on Massive Food Agricultural Project implemented	R 130,000	Report on Massive Food Agricultural Project implemented	Register of beneficiaries	R 130,000	Report on Massive Food Agricultural Project implemented	4.57	29
2.5	Capacitation of SME's and Co-operatives for sustainable businesses	SME'S & COOPERATIVES	Training of Contractors (SME's)	No. of contractors (SME's) trained	5 contractors (SME's) trained	Quarterly		R 50,000	000-116-115-5008	Development of list of contractors to be trained	R 0	Report on list of contractors to be trained	Report on list of contractors to be trained	R 0	Report on list of contractors to be trained	Training of 5 Contractors completed	R 50,000	Training report and Attendance Register	Report on list of contractors to be trained	R 50,000	Training report and Attendance Register	4.57	27
2.6	Identifying and training of Co-operatives based on their core business		Identifying and training of Co-operatives based on their core business	No. of co-operatives trained	10 co-operatives trained	Quarterly		R 50,000	000-116-115-5008	Development of list of co-operatives to be trained	R 0	Report on list of co-operatives to be trained	Report on list of co-operatives to be trained	R 0	Report on list of co-operatives to be trained	Training of 10 Co-operatives completed	R 50,000	Training report and Attendance Register	Report on list of co-operatives to be trained	R 50,000	Training report and Attendance Register	4.57	28
4.17	Facilities for the development of Human Settlement Physical Infrastructure Local Municipality	HOUSING	Submission of reports received on emergency housing applications to the standing committee	No. of reports on progress of housing projects implemented	1 reports on progress of housing projects implemented	Quarterly	2014/2015 emergency housing applications submitted	R 0	000-116-1-51150	1 reports on progress of housing projects implemented	R 0	Quarterly report signed by HOD	1 reports on progress of housing projects implemented	R 0	Quarterly report signed by HOD	1 reports on progress of housing projects implemented	R 0	Quarterly report signed by HOD	1 reports on progress of housing projects implemented	R 0	Quarterly report signed by HOD	3.9	29
4.18	Review and update of the municipal land register		Review and update of the municipal land register	No. of reports on the review and update of Municipal Land Register for 2015/16 when necessary	4 quarterly submissions of the reviewed and updated Municipal Land Register for 2015/16 submitted to the standing committee	Quarterly		R 0	000-116-1-51150	1 quarterly submissions of the reviewed and updated Municipal Land Register for 2015/16 submitted to the standing committee	R 0	Standing committee minutes, Updated Land Register	1 quarterly submissions of the reviewed and updated Municipal Land Register for 2015/16 submitted to the standing committee	R 0	Standing committee minutes, Updated Land Register	1 quarterly submissions of the reviewed and updated Municipal Land Register for 2015/16 submitted to the standing committee	R 0	Standing committee minutes, Updated Land Register	1 quarterly submissions of the reviewed and updated Municipal Land Register for 2015/16 submitted to the standing committee	R 0	Standing committee minutes, Updated Land Register	3.9	29


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 2018/10/16

PERSONAL DEVELOPMENT PLAN

NAME: BUNTU ONDALA
JOB TITLE: DIRECTOR: LOCAL ECONOMIC DEVELOPMENT
EMPLOYER: AMAHLATHI LOCAL MUNICIPALITY
FINANCIAL YEAR: 2016/17

COMPETENCY AREA TO BE ADDRESSED	PROPOSED ACTIONS/DEVELOPMENT ACTIVITY	RESPONSIBILITY	TIME- FRAME	EXPECTED OUTCOME
PROJECT MANAGEMENT TRAINING		MONITOR	12 MONTHS	



SIGNED AND ACCEPTED BY EMPLOYEE

BUNTU ONDALA
NAME AND SURNAME

26/07/2016
DATE


BALISA KING SOCIKWA
SIGNED BY THE MUNICIPAL MANAGER

B K SO CIKWA
NAME AND SURNAME

2016/07/26
DATE