



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

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

NKOSINATHI MBENDE

.....
FULL NAMES

AND

NOMABALI TOM

.....
THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2017 - 30 JUNE 2018

PERFORMANCE AGREEMENT 2017/18

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The **AM AHLATHI** Local Municipality herein represented by **NKOSINATHI MBENDE** in his capacity as **MUNICIPAL MANAGER** (hereinafter referred to as the **Employer** or **Supervisor**)

And **NOMABALI TOM**, (**Acting Director**) **Employee** of the Municipality (hereinafter referred to as the **EMPLOYEE**).

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 32 of 2000 ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the 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(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

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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 2017 and will remain in force until 30 June 2018 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.

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- 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 above-mentioned 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 (SDBIP) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.2.1 The key objectives describe the main tasks that need to be done.
 - 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 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.

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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

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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
Basic Service Delivery	0
Municipal Institutional Development and Transformation	60
Local Economic Development (LED)	0
Municipal Financial Viability and Management	10
Good Governance and Public Participation	30
Total	100%

5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.

5.8 The CCRs will make up the other 20% of the Employee's assessment score. CCRs which are competencies that cuts across all levels of work in a municipality are agreed to between the Employer and Employee.

Below is a list of Leading and Core competencies as stipulated in the Local Government: Regulations on appointment and conditions of Employment of Senior Managers:

COMPETENCY FRAMEWORK FOR SENIOR MANAGERS					
LEADING COMPETENCIES :		Achievement Level	Weight	SELF-SCORING-HOD	FINAL SCORE MM
<i>Strategic Direction and Leadership</i>	<ul style="list-style-type: none"> • <i>Impact and Influence</i> • <i>Institutional Performance Management</i> • <i>Strategic Planning and Management</i> • <i>Organisational</i> 	<i>Superior</i>	8.3		
		<i>Advanced</i>			
		<i>Competent</i>			
		<i>Basic</i>			

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	<i>Awareness</i>				
<i>People Management</i>	<ul style="list-style-type: none"> • <i>Human Capital Planning and Development</i> • <i>Diversity Management</i> • <i>Employee Relations Management</i> • <i>Negotiation and Dispute Management</i> 	<i>Superior</i>	8.3		
		<i>Advanced</i>			
		<i>Competent</i>			
		<i>Basic</i>			
<i>Programme and Project Management</i>	<ul style="list-style-type: none"> • <i>Program and Project Planning and Implementation</i> • <i>Service Delivery Management</i> • <i>Program and Project Monitoring and Evaluation</i> 	<i>Superior</i>	8.3		
		<i>Advanced</i>			
		<i>Competent</i>			
		<i>Basic</i>			
<i>Financial Management</i>	<ul style="list-style-type: none"> • <i>Budget Planning and Execution</i> • <i>Financial Strategy and Delivery</i> • <i>Financial Reporting and Monitoring</i> 	<i>Superior</i>	8.3		
		<i>Advanced</i>			
		<i>Competent</i>			
		<i>Basic</i>			
<i>Change Leadership</i>	<ul style="list-style-type: none"> • <i>Change Vision and Strategy</i> • <i>Process Design and Improvement</i> • <i>Change Impact Monitoring and Evaluation</i> 	<i>Superior</i>	8.3		
		<i>Advanced</i>			
		<i>Competent</i>			
		<i>Basic</i>			
<i>Governance Leadership</i>	<ul style="list-style-type: none"> • <i>Policy Formulation</i> • <i>Risk and Compliance Management</i> • <i>Cooperative Governance</i> 	<i>Superior</i>	8.3		
		<i>Advanced</i>			
		<i>Competent</i>			
		<i>Basic</i>			
CORE COMPETENCIES		Achievements Levels	Weight	SELF-SCORING-HOD	FINAL SCORE MM
<i>Moral Competence</i>		<i>Superior</i>	8.3		
		<i>Advanced</i>			
		<i>Competent</i>			

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	<i>Basic</i>			
<i>Planning and Organising</i>	<i>Superior</i>	8.5		
	<i>Advanced</i>			
	<i>Competent</i>			
	<i>Basic</i>			
<i>Analysis and Innovation</i>	<i>Superior</i>	8.3		
	<i>Advanced</i>			
	<i>Competent</i>			
	<i>Basic</i>			
<i>Knowledge and Information Management</i>	<i>Superior</i>	8.3		
	<i>Advanced</i>			
	<i>Competent</i>			
	<i>Basic</i>			
<i>Communication</i>	<i>Superior</i>			
	<i>Advanced</i>			
	<i>Competent</i>			
	<i>Basic</i>			
<i>Results and Quality focus</i>	<i>Superior</i>			
	<i>Advanced</i>			
	<i>Competent</i>			
	<i>Basic</i>			
Total		100%		

Achievement Level Descriptions

The achievement levels indicated in the table below serve as a benchmark for appointments, succession planning and development interventions.

- i. Individuals falling within the Basic range are deemed unsuitable for the role of senior manager, and caution should be applied in promoting and appointing such persons.
- ii. Individuals that operates in the Superior range are deemed highly competent and demonstrate an exceptional level of practical knowledge, attitude and quality. These individuals should be considered for higher positions, and should be earmarked for leadership programs and succession planning.

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

ACHIEVEMENT LEVELS	RATING	ACHIEVEMENT LEVELS
Basic	1-2	Applies basic concepts, methods, and understanding of local 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.

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- 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.
- 6.5 The annual performance appraisal will involve:

6.5.1 Assessment of the achievement of results as outlined in the performance plan:

- (a) 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.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each 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 (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CCR score.

6.5.3 Overall rating

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

6.7 For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established -

- 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:

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INTERVAL	PERIOD	EVALUATION DEADLINE
First quarter	July- September	12 th October
Second quarter	October - December	11 th January
Third quarter	January - March	13 th April
Fourth quarter	April - June	14 th July

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 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.

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

8. DEVELOPMENTAL REQUIREMENTS

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

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall –

9.1.1 Create an enabling environment to facilitate effective performance by the employee;

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- 9.1.2 Provide access to skills development and capacity building opportunities;
- 9.1.3 Work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
- 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.

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11.2 A 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:

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

The quantum of the bonus payable shall be as follows;

If (Bonus Score > = 130 - 133) bonus = 5%
If (Bonus Score > = 134 - 137) bonus = 6%
If (Bonus Score > = 138 - 141) bonus = 7%
If (Bonus Score > = 142 - 145) bonus = 8%
If (Bonus Score > = 146 - 149) bonus = 9%
If (Bonus Score > = 150 - 153) bonus = 10%
If (Bonus Score > = 154 - 157) bonus = 11%
If (Bonus Score > = 158 - 161) bonus = 12%
If (Bonus Score > = 162 - 165) bonus = 13%
If (Bonus Score > = 166 - plus) bonus = 14%

11.3 In the case of unacceptable performance, the **Employer** shall –

11.3.1 provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and

11.3.2 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

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**.
- II. 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.

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- III. The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus done and signed at Stutterheim on this the 10 day of July 2017


AS WITNESSES:

1.  _____

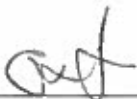
 _____
EMPLOYEE

2.  _____

AS WITNESSES:

1.  _____

 _____
ACTING MUNICIPAL MANAGER

2.  _____

