



The home of harmony, prosperity and growth

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

AS REPRESENTED BY THE MUNICIPAL MANAGER

BRUCE WILLIAM KANNEMEYER

.....
FULL NAMES

AND

NIKELWA SAMYALA

(CHIEF FINANCIAL OFFICER)
.....,

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2017 - 30 JUNE 2018

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ENTERED INTO BY AND BETWEEN:

The **Ngwathe Municipality** herein represented by **BRUCE WILLIAM KANNEMEYER**
his capacity as the Municipal Manager (hereinafter referred to as the **Employer**)

And

NIKELWA SAMYALA 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 -

- 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 and Performance 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, Personal Development Plan 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.
- 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.

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 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) (80% of Total)	Weighting
KPA 1: Putting people first	10
KPA 2: Delivering basic services	10
KPA 3: Good governance	5
KPA 4: Sound financial management	50
KPA 5: Institutional Development & Building capacity	5
KPA 6: Radical socio economic transformation & LED	20
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 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**. Three of the CCRs are compulsory for Municipal Managers:

Nr.	LEADING COMPETENCIES		
	Competency Description	Driving Competencies	Weighting
1	Strategic Direction and Leadership	Impact and influence Institutional Performance Management Strategic Planning and Management Organisational Awareness	
2	People Management	Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management	
3	Program and Project Management	Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation	
4	Financial Management	Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring	
5	Change Leadership	Change and Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation	
6	Governance Leadership	Policy Formulation Risk and Compliance Management Cooperative Governance	
Nr	CORE COMPETENCIES		
	Competency Description		
1	Moral Competence		
2	Planning and Organising		
3	Analysis and Innovation		
4	Knowledge and Information Management		
5	Communication		
6	Resulting and Quality Focus		
TOTAL			100
(NB: the sum total of weighted Leading and Core Competencies must always be equals to 100)			

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.
- 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

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

- 6.6 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	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.					

Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					

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 Municipal Manager;
- 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 committee
- 6.7.4 Municipal manager or Senior Manager from another municipality; and

6.8 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:

- First quarter** : July – September 2017 on 9 October 2017
- Second quarter** : October – December 2017 on 8 January 2018
- Third quarter** : January – March 2018 on 9 April 2018
- Fourth quarter** : April – June 2018 on 9 July 2018

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.

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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 part of the attached Annexure A

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall –

- 9.1.1 create an enabling environment to facilitate effective performance by the employee;
- 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.

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

11.2.1 **The performance bonus payment shall be categorised in two bands with some ranges per band. The first performance bonus (cash rewards) payment band ranges between 5% and 9% of the all-inclusive remuneration package, as follows:**

- (i) A score of 130% -138% to qualify for 5% bonus;
- (ii) A score of above 138%-148% to qualify for 7% bonus;
- (iii) A score of above 148%-149% to qualify for 9%.

11.2.2 **The second performance bonus (cash rewards) payment band ranges between 10% and 14% of the all-inclusive remuneration package, as follows:**

- (i) A score of 150% - 155% to qualify for 10% bonus;
- (ii) A score of above 155% - 160% to qualify for 13% bonus;
- (iii) A score of above 160% to qualify for 14% bonus.

11.3 The performance achievement ranging between 100% and 129% shall be regarded as performance that 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. This will imply that 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. This category of performance shall not be rewarded.

11.4 In the case of unacceptable performance, the Employer shall –

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

11.4.2 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.

12. DISPUTE RESOLUTION

12.1 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:

12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

12.1.2 any other person appointed by the MEC.

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12.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

13. GENERAL

13.1 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.

13.2 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 Porys this 31 day of July 2017

EMPLOYEE:

Signature: [Signature] Name Print: Nikelus Semyak

WITNESSES

1. Signature: [Signature] Name Print: PUSELEISO NDTHOLI

2. Signature: [Signature] Name Print: Ria Jordaan

FOR AND ON BEHALF OF NGWATHE LOCAL MUNICIPALITY

Signature: [Signature] Name Print: B.W. KANNEMEYER

WITNESSES

1. Signature: [Signature] Name Print: Z.J. MASVOCO

2. Signature: [Signature] Name Print: MTIMKUM ME

[Handwritten signature and initials]
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ANNEXURE A:

PERFORMANCE PLAN OF THE CHIEF FINANCIAL OFFICER OF NGWATHE LOCAL MUNICIPALITY

1. Purpose

The performance plan defines the Council's expectations of the Employee's 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.

2. Key responsibilities

The following objects of local government will inform Employee's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3. Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

- KPA 1: Putting people first
- KPA 2: Delivering basic services
- KPA 3: Good governance
- KPA 4: Sound financial management
- KPA 5: Institutional Development & Building capacity
- KPA 6: Radical socio economic transformation & LED

This plan consists of the following 4 parts:

- 1) Key Performance Areas (KPA's) schedule, detailing key objectives and their related performance indicators, weightings and target dates
- 2) A Competency Requirements (CR) schedule, setting out selected leading and core competencies
- 3) Personal Development Plan (PDP), for addressing developmental gaps
- 4) Record of assessment meetings (Control Sheet)

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1. KPA : GOOD GOVERNANCE AND PUBLIC PARTICIPATION														
KPA Goal : Promote Good Governance and Public Participation		High level Strategic Alignment References: <i>Vision 2040: The number 1 African city (municipality) in service delivery and good governance.</i>				2022 Strategic Objective: Sustain Good Corporate Governance Through Effective and Accountable Clean Administration								
Priority Area	Weighting	Performance Objectives (PO)	Key Performance Indicator	Baseline	2017– 2018 Targets	Quarterly Targets				Input indicators	Output indicator	Outcome indicator	Lead Departments	POE
		Promoting institutional efficiency	100% of incoming correspondence responded to.	75% of incoming correspondence responded to within 10 working days.	100% of incoming correspondence responded to within 10 working days after receipt.	100 %	100 %	100 %	100 %	Correspondence responded to and human capital	Incoming and outgoing correspondence monitored	Good Governance & Public Participation	Legal and Admin	Reports submitted on incoming and outgoing correspondence attended to in time
			100% of Council resolutions implemented.	75% of Council Resolutions implemented.	100% of Council resolutions implemented.	100 %	100 %	100 %	100 %	Human capital	Report on resolutions implemented	Good governance	Legal and Admin	Directorate report
					80% of	30 %	60 %	10 %						
KPA Goal : Promote Good Governance Organisational Development And Financial Sustainability		High level Strategic Alignment References: <i>Vision 2040: The number 1 African city (municipality) in service delivery and good governance.</i>				2022 Strategic Objective: Promote effective processes and planning								
Priority Area	Weighting	Performance Objectives (PO)	Key Performance Indicator	Baseline	2017– 2018 Targets	Quarterly Targets				Input indicator	Output indicator	Outcome indicator	Lead Departments	POE
Performance Management		Promote performance measurement and reporting	Annual Report inputs submitted.	Annual report Information submitted for 2015/2016	Annual report information submitted for 2016/2017 financial year by December 2017	-	1	-	-	Human Capital	Report submitted on previous year results.	Good governance & Public Participation	Performance management	Draft and final submissions on Annual report for 2016/2017
			Number of performance plans for financial services developed	Signed performance plans for up to level 3	6 performance plans signed by 31 July 2017	6	-	-	-	Human Capital	Signed performance plans	Good Governance & Performance	Performance management	Signed performance plans
			Number of performance	4 performance reviews conducted and	4 performance reviews	1	1	1	1	Human Capital	Productive work place	Good Governance & Performance	Performance management	Attendance register & minutes