



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE MKHAMBATHINI MUNICIPALITY
AS REPRESENTED BY MAYOR**

MR E NGCONGO

(Mayor)

AND

Mrs T.C NDLELA

(ID No. 720620 0304 083)

(The employee)

1 July 2017 – 30 June 2018

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Mkhambathini Municipality herein represented by
MR ERIC NGCONGO in his capacity as the Mayor
(hereinafter referred to as the **Mkhambathini Municipality or Supervisor**)

and

Mrs. Thabisile Cornelia Ndlela
(ID No. 760620 0304 083)
Employee of Mkhambathini Municipality
(hereinafter referred to as the **Municipal Manager**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Mkhambathini Municipality 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 **Employee** and the **Employer** 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 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 Mkhambathini Municipality'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;

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- 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 Mkhambathini Municipality'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 **1st of July 2017** and will remain in force until 30 July 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.
- 3.3 This Agreement will terminate on the termination of the **Employee** 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 **Mkhambathini Municipality** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Mkhambathini Municipality**, 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** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Mkhambathini Municipality's** Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that **Mkhambathini Municipality** adopts or introduces management and municipal staff of the **Mkhambathini Municipality**.
- 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 **Mkhambathini Municipality**, management and municipal staff to perform to the standards required.
- 5.3 The **Mkhambathini Municipality** 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 (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** 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 **Mkhambathini Municipality** and the **Employee**:

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	10
Municipal Institutional Development and Transformation	30
Local Economic Development (LED)	10
Municipal Financial Viability and Management	10
Good Governance and Public Participation	40
Total	100%

- 5.7 In the case of managers directly accountable to the **Employee**, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the **Employee**

- 5.8 The CCRs will make up the other 20% of the **Employee** assessment score. CCRs that are deemed to be most critical for **Employee** specific job should be selected (✓) from the list below as agreed to between the **Employer** and **Employee**.

LEADING COMPETENCIES		
CORE MANAGERIAL COMPETENCIES (CMC)	COMPETENCY DESCRIPTION	WEIGHT %
1. Strategic Direction and Leadership	Impact and influence institutional Performance Management Strategic Planning and Management Organisational Awareness	15%
2. People Management	Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and dispute Management	10%
3. Programme and Project Management	Program and project Planning and Implementation Service Delivery Management Program and Project Management and Evaluation	5%
4. Financial Management	Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring	5%
5. Change Management	Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation	5%
6. Governance Leadership	Policy Formulation Risk and Compliance Management Cooperative Governance	10%
CORE COMPETENCIES		
7. Moral Competencies	Able to identify triggers, apply reasoning that promotes honesty and integrity and consistency display behavior that reflects moral competence.	5%
8. Planning and Organising	Able to plan, priorities and organize information and resources effectively to ensure the quality of service delivery and build efficient contingency Plans to manage risk	10%
9. Analysis and Innovation	Able to critically analysis 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.	10%
10. 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.	10%
11. 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	5%

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	and influence stakeholders to achieve the desired outcome.	
LEADING COMPETENCIES		
CORE MANAGERIAL COMPETENCIES (CMC)	COMPETENCY DESCRIPTION	WEIGHT %
12.Results and Quality Focus	Able to maintain high quality standards, focus on achieving results and objects while consistently striving to exceed expectations and encourage others to meet quality standards,. Further too actively monitor and measure results and quality against identified objectives.	10%
TOTAL		100%

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure B) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the **Employee** performance; and
 - 6.1.2 the intervals for the evaluation of the **Employee** performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the **Mkhambathini Municipality** may in addition review the **Employee** 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** performance will be measured in terms of contributions to the goals and strategies set out in the **Mkhambathini Municipality'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 a 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.					

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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.					

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- 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 Manager, 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 **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
Second quarter	:	October – December 2017
Third quarter	:	January – March 2018
Fourth quarter	:	April – June 2018

- 7.2 The **Mkhambathini Municipality** shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the **Mkhambathini Municipality's** assessment of the **Employee** performance.
- 7.4 The **Mkhambathini Municipality** will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. **Employee:** will be fully consulted before any such change is made.
- 7.5 The **Mkhambathini Municipality** 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.

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9. OBLIGATIONS OF THE MKHAMBATHINI MUNICIPALITY

- 9.1 The Mkhambathini Municipality 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 **Mkhambathini Municipality** agrees to consult the **Employee** timorously where the exercising of the powers will have amongst others –
- 10.1.1 a direct effect on the performance of any of the **Employee**
 - 10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Mkhambathini Municipality**; and
 - 10.1.3 a substantial financial effect on the **Mkhambathini Municipality**.
- 10.2 The **Mkhambathini Municipality** 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 **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of **Employee** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 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:
- 11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 11.3 In the case of unacceptable performance, the **Mkhambathini Municipality** 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

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performance, the **Mkhambathini Municipality** 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** 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.
 - 12.1.3 In the case of managers directly accountable to the **Employee**, 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**; whose decision shall be final and binding on both parties.
- 12.2 In the event that the mediation process contemplated above fails, clause 20.3 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 B may be made available to the public by the **Mkhambathini Municipality**.
- 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.
- 13.3 The performance assessment results of the Employee 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.

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Signed at **Camperdown** on this the 10 day of July 2017.

AS WITNESSES:

1. Slina

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Mayor

2. [Signature]

AS WITNESSES:

1. [Signature]

[Signature]
Municipal Manager

2. [Signature]