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PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MAKHUDUTHAMAGA LOCAL MUNICIPALITY
AS REPRESENTED BY THE MUNICIPAL MANAGER

RAMPEDI MN

AND

THE SENIOR MANAGER OF ECONOMIC DEVELOPMENT
PLANNING

Thabela Azwifaneli Phanuel

FOR THE

FINANCIAL YEAR: 1 JULY 2019-2020



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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Makhuduthamaga Local Municipality herein represented by **Rampedi Mmadire Nancy** in her/his capacity as Municipal Manager

and

Thabela Azwifaneli Phanuel 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)(ii) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the municipality.
- 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 Systems Act as well as the employment contract entered into between the parties;

5.5 specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and accountabilities in alignment

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with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

5.6 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;

5.7 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

5.8 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 1st January 2019 and will remain in force until 30th June 2019 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.

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.

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4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
- 5.9 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.
- 5.10 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.
- 5.11 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.
- 5.12 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.

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- 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 CRs will account for 20% of the final assessment.
- 5.5.4 The total score must determined using the rating calculator.

5.13 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
Spatial Rational	40%
Basic Service Delivery	5%
Municipal Institutional Development and Transformation	5%
Local Economic Development (LED)	40%
Municipal Financial Viability and Management	5%
Good Governance and Public Participation	5%
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 CRs will make up the other 20% of the Employee's assessment score. CRs 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 CRs are compulsory for Municipal Managers:

COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	✓	WEIGHT
Strategic Direction and Leadership	✓	20
People Management	✓	10

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COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	✓	WEIGHT
Program and Project Management	✓	10
Financial Management	✓	10
Change Leadership	✓	5
Governance Leadership	✓	5
CORE COMPETENCIES	✓	5
Moral Competence	✓	5
Planning and Organising	✓	10
Analysis and Innovation	✓	5
Knowledge and Information Management	✓	5
Communication	✓	5
Results and Quality Focus	✓	5
Total percentage	-	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 | 6.5 The annual performance appraisal will involve:

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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 CRs

- (a) Each CR 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 CR.
- (c) This rating should be multiplied by the weighting given to each CR 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 CR 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 CRs:

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.					
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 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

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- 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:

First quarter	:	July – September 2019
Second quarter	:	October – December 2019
Third quarter	:	January – March 2020
Fourth quarter	:	April – June 2020

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.

9 | 8. DEVELOPMENTAL REQUIREMENTS

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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;
- 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% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:



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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 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.

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.

12.1.3 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;

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 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.

13.3 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 Jamefurse on this the 5th day of July 2019

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
EMPLOYEE

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
MUNICIPAL MANAGER

KPA 1: SPATIAL RATIONALE

Strategic Objective: To ensure acquisition and sustainable use of land and promote growth and development

Total Number of Indicators	Total Number of Annual Targets
11	11

IDP Ref No.	Directorate	Project	Measurable Objective	Key Performance Indicator	Baseline	Annual Target	2019/2020 Quarterly Targets				Means of Verification	Annual Budget
							Quarter 1	Quarter 2	Quarter 3	Quarter 4		
SR01	EDP	Land acquisition	To secure land for coordinated spatial development.	No. of ha acquired	227 ha acquired	200ha	0	0	200ha	0	MoU/signed agreement/OTP	R 1000
SR02	EDP	Spatial planning (demarcation of site)	To promote proper and efficient planning practice	No. of Settlement demarcated	01 (Ga Malla demarcation of sites)	1	0	0	0	1	Layout plan	R1000
SR03	EDP	GIS implementation and support	To ensure functional and effective GIS	No. of GIS software updated	Live GIS system	3	0	3	0	0	Software update report	R 300
				No. of GIS databases updated	Live GIS system	1	0	0	1	0	Database update report	R 200

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IDP Ref No.	Directorate	Project	Measurable Objective	Key Performance Indicator.	Baseline	Annual Target	2019/2020 Quarterly Targets				Means of verification	Annual Budget 2019/2020 ('R000')
							Quarter 1	Quarter 2	Quarter 3	Quarter 4		
SR04	EDP	Development of precinct plans at Glen Cowie	To promote growth and development in nodal areas.	No. of Precinct plans developed	Approved budget	1	0	0	0	1	Approved precinct plans.	R 1 000
SR05	EDP	Implementation of Land Use Management System (LUMS)	To ensure effective land use management	No. of workshops held.	1 LUMS workshop	16	4	4	4	4	Attendance register.	R 0.00
SR06	EDP	Development of building control By-Law	To promote proper and efficient enforcement of NBRBS Act on building practices	No. of SPLUM-bylaws submitted for promulgation	Draft Land Use Schemes	1	0	0	0	0	Letter of submission and SPLUM bylaw	R 0.00
				No. of building control By-Law Developed and approved.	Approved Building Control Policy	1	0	0	0	1	Council resolution	R 0.00
Total												R 5 500

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KPA 3: LOCAL ECONOMIC DEVELOPMENT (LED)

Strategic Objective: To create and manage an environment that will develop, stimulate and strengthen local economic growth

Total Number of Indicators	Total Number of Annual Targets
05	05

IDP Ref No.	Directorate	Project	Measurable Objective	Key Performance Indicator	Baseline	Annual Target 2019/2020	2019/2020 Quarterly Targets				Means of verification	Annual Budget 2019/2020 R'000'
							Quarter 1	Quarter 2	Quarter 3	Quarter 4		
LED01	EDP	LED forums	To improve access to economic opportunities	No of LED forums held	4	4	1	1	1	1	Attendance register and Report	R60
LED02	EDP	SMME support	To promote SMME growth, sustainability and job creation	Number of SMMEs supported No of feasibility study conducted	15 0	7 1	0 0	2 0	5 1	0 0	SMME Report Feasibility study Report	R 1 500
LED03	EDP	Review of Tourists guide pack (shogo la moeng)	To promote Local tourism	No of tourists guide pack reviewed	0	1	0	0	1	0	Tourists guide pack	R0.0
LED04	EDP	Manufacturing industry analysis study.	To improve economic productivity in Manufacturing	No of manufacturing analysis study conducted	0	1	0	0	0	1	Analysis study report	R0.00
Total											R1 560	

KPA 6: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT

Strategic objective: Improve Internal and External operation of the municipality and its stakeholders

Total Number of Indicators	Total Number of Annual Targets
15	15

IDP Ref No.	Directo rate	Project	Measurable Objective	Key Performance Indicator.	Baseline	Annual Target 2019/2020	2019/2020 Quarterly Targets				Means of verification	Annual Budget 2019/2020 ('R000')
							Quart er 1	Quart er 2	Quart er 3	Quart er 4		
MTOD01	EDP	2020/2021 IDP review Activities.	To improve governance and deepen community involvement in the affairs of the municipality.	Number of IDP process plans approved.	Approved 2019 /2020 IDP/Budget	2	1	0	0	1	Process plan, and council resolutions	R0.00
				Number of IDP process plan implementation reports.	12 reports	12	3	3	3	3	Reports	R0.00
				Number of draft 2020/2021 IDP tabled	1 2019/2020draft IDP	1	0	0	1	0	Draft IDP 2020/2021 and council resolution	R0.00
				Number of 2020/2021 IDP approved.	1	1	0	0	0	1	IDP 2020/2021 and council resolution	R0.00

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IDP Ref No.	Directo rate	Project	Measurable Objective	Key Performance Indicator.	Baseline	Annual Target	2019/2020 Quarterly Targets				Means of verification	Annual Budget	
							2019/20	Quart er 1	Quart er 2	Quart er 3			Quart er 4
				No of IDP document printed	5000	2 500	2 500	0	0	0	0	Invoice and IDP	R 500
				Number of SDBIPs approved.	Approved IDP and Budget 2018/2019	2	0	0	1	1	1	Approved SDBIP and council resolution	R0.00
				Number of PMS quarterly reports.	Approved PMS framework	4	1	1	1	1	0	PMS Quarterly reports	R0.00
				Number of appointed Senior Managers performance agreements signed.	Approved PMS framework	6	6	0	0	0	0	Signed Agreements	R0.00
				Number of Mid-Year Performance and Budget implementation reports	Approved SDBIP2017/18	1	0	1	0	0	0	Section 72 reports	R0.00
				Number of B2B reports (monthly and quarterly)	16	16	4	4	4	4	4	B2B reports	R0.00
				Number of Performance management Frameworks approved.	1	1	0	0	0	1	1	council resolution and PMF approved	R0.00
MTODO 2	EDP	Performance Management	To Improve municipal performance and service delivery.										

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IDP Ref No.	Directo rate	Project	Measurable Objective	Key Performance Indicator.	Baseline	Annual Target 2019/20	2019/2020 Quarterly Targets				Means of verification	Annual Budget 2019/2020 ('R000')
							Quart er 1	Quart er 2	Quart er 3	Quart er 4		
				Number of Senior Managers performance assessments conducted	2	2	0	0	2	0	Assessments reports	R0,00
				No of annual reports compiled	1	1	0	0	1	0	Annual Reports	R0,00
				No of oversight reports submitted	1	1	0	0	1	0	Oversight report and council resolution	R 00
				No of Annual documents printed	5000	2 500	0	0	0	2 500	Invoice	R 700

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