



PERFORMANCE AGREEMENT 2018/2019 FINANCIAL YEAR

Made and Entered into by and between

THE DIPALESENG LOCAL MUNICIPALITY

Herein represented by

THABITA CONSTANCE MAMETJA

In his capacity as duly appointed as Acting Municipal Manager
of the Dipaleseng Local Municipality

Herein after referred to as the "Employer"

And

NOMACALA BERYL BUSISIWE KHANYE

ID: 6710160224083

(in her/his Capacity as the Director: Planning and Economic Development
of the Dipaleseng Local Municipality)

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The employee of the Dipaleseng Local Municipality in her capacity as duly appointed Director Community Services and Public Safety of the Dipaleseng Local Municipality herein after referred to as the **"Employee"**

Whereas 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, 2000 as amended.

AND Whereas Section 57(1) (b) of the Act read with the Contract of employment concluded between the Parties, require them to conclude an annual Performance Agreement;

AND Whereas the Parties wish to ensure that there is compliance with Section 57(4A), 57(4B) and 57(5) of the Act, 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;

NOW Therefore the Parties agree as follows:

DEFINITIONS

"The ACT" shall mean the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000 as amended)

- CCR** - Core Competency Requirements
- IDP** - Integrated Development Plan
- KPA** - Key Performance Area
- KPI** - Key Performance Indicator
- MFMA** - Municipal Finance Management Act

REGULATIONS - shall mean the Local Government: Municipal Systems Act Performance Regulations for Municipal managers and Managers directly accountable to Municipal Managers, 2006

FINANCIAL YEAR - refers to the 12-month period which the organisation determines as its budget year.

1. INTRODUCTION

1.1 This performance contract is between **Nomacala Beryl Busisiwe Khanye** the **Director Community Services and Public Safety**, and **Thabitha Constance Mametja** in her capacity as the **Acting Municipal Manager** within the provisions of the delegated powers as stipulated by Council. The contract is for the 2018/19 financial year only. The expected performance reflected in this contract is based on the reviewed Integrated Development Plan (IDP) 2018/19, the Service Delivery and Budget Implementation Plan (SDBIP) 2018/19; the afore-mentioned documents have been adopted as working documents of Dipaleseng Local Municipality and therefore, shall be the basis of performance assessment.

2. PURPOSE OF AGREEMENT

The purpose of this agreement is to:-

- 2.1 Comply with the provisions of Sections 57(1) (b), (4A), (4B) and (5) of the Act as well as the employment contract entered into by and between the parties;
- 2.2 Specify objectives and targets defined and agreed to with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Dipaleseng Local Municipalities Strategic priorities, Integrated Development Plan (IDP), 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 their 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. STRATEGIC OBJECTIVE

The **Community Services and Public Safety** has the responsibility of ensuring that she shall be, subject to the policy directives of the Council of the Municipality, responsible and accountable for administratively being in charge of the service delivery programmes within the Budget and Treasury directorate, budget, asset management, supply chain management, financial management and review, and any other functions as may be delegated to her by the Municipal Manager.

4. COMMENCEMENT AND DURATION

- 4.1 This Agreement shall commence on **01 August 2018** and will remain in force until **30 June 2019** or until a new Performance Agreement, Performance Plan and Personal Development Plan is concluded between the parties for the ensuing financial year or part thereof.
- 4.2 The parties will review the provisions of this Agreement during June each year and will conclude not later than 31st July of each ensuing financial year a new Performance Agreement, Performance Plan and Personal Development Plan that replaces this Agreement.
- 4.3 This Agreement will terminate on the termination of the employment contract entered into by and between the parties for whatever reason.
- 4.4 The parties agree that the contents of the agreement may be revised at any time during the duration thereof with the purpose to determine the applicability thereof.
- 4.5 If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised.

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5. PERFORMANCE OBJECTIVES

5.1 The Performance Plan **Annexure "A"** sets out:

- 5.1.1 The performance objectives and targets that must be met by the Employee and;
- 5.1.2 The time frames within which those performance objectives and targets must be met.

5.2 The performance objectives and targets reflected in **Annexure "A"** are set by the Employer in consultation with the Employee, and are based on the IDP, SDBIP and Budget of the Employer and shall include the following:

- 5.2.1 The key objectives that describe the main tasks that need to be done;
- 5.2.2 The key performance indicators and means of verification that provide the details of the evidence that must be provided to show that a key objective has been achieved;
- 5.2.3 The target dates that describe the timeframes in which the work must be achieved;
- 5.2.4 The weightings showing the relative importance of the key objectives to each other.

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

5.4 The Employer will make available to the Employee such employees as the Employee may reasonably require from time to time to assist them to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Employee to ensure that they comply with those performance obligations and targets.

5.5 The Employee will at their request be delegated such powers by the Employer as may in the discretion of the Employer be reasonably required from time to time to enable them to meet the performance objectives and targets established in terms of this Agreement.

5.6 The Employee acknowledges the fact that the Employer is entitled to review and make reasonable changes to the provisions of **Annexure "A"** from time to time for operational reasons. The Employer agrees that the Employee will be fully consulted before any such change is made.

5.7 The provisions of **Annexure "A"** may be amended by the Employer when the Employer's performance management system is adopted, implemented and/or amended as the case may be.

6. PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the municipality, management and municipal staff of the municipality.
- 6.2 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 municipality, management and municipal staff to perform to the standards required.
- 6.3 The Employer shall consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 6.4 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 6.5 The criteria upon which the performance of the **Employee** must be assessed consist of two components, both of which must be contained in the performance agreement-
- 6.5.1 The **Employee** must be assessed against both components, with a weighting of **80:20** allocated to the Key Performance Areas (KPA's) and the Core Competency Requirements (CCR's), respectively.
- 6.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.5.3 KPA's covering the main areas of work will account for eighty percent (80%) and CCR's will account for twenty percent (20%) of the final assessment.
- 6.6 The **Employee's** assessment will be based on their performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute eighty percent (80%) of the overall assessment result as per the weightings agreed to between the **Employer and Employee**.

KPA	KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
1.	Basic Service Delivery	50%
2.	Municipal Financial Viability and Management	0%
3.	Municipal Institutional Development and Transformation	0%
4.	Good Governance and Public Participation	50%
5.	Local Economic Development (LED)	0%
6.	Spatial Rationale	0%
TOTAL		100%

6.7 The key performance areas related to the functional area of Employee shall be subject to negotiation between the Employer and the Employee.

6.8 The CCRs will make up the other 20% of the **Employee's** assessment score as follows:

CORE COMPETENCIES REQUIREMENTS FOR EMPLOYEES (CCR's)			WEIGHT
MANAGERIAL COMPETENCIES			
NO.	Competency	Proficiency Statement	Weight (%)
1.	Strategic Capability and Leadership	Skills to be able to provide a vision, set the direction for the municipality or department and inspire others in order to deliver on the municipality's mandate and strategic priorities	20%
2.	Programme and Project Management	Skills to enable the individual to plan, manage, monitor and evaluate specific activities in order to ensure that policies are implemented and that local government objectives are achieved	10%
3.	Financial Management	Skills required managing projects and /or programmes in the department within the constraints of a budget. This includes being able to plan a budget at the beginning of the financial year, controlling costs throughout the year by allocating resources appropriately and understanding and anticipating the impact of other departments on own budget and adopting where necessary	10%
4.	Change Management	Skills to initiate and support municipal transformation and change in order to implement new initiatives successfully and deliver on service delivery commitments	5%
5.	Knowledge Management	This includes the working knowledge of Council regulations, by-laws and policies, National, Provincial and Local Government structures and applicable legislation	10%
6.	Service delivery Innovation	This is about resolving to work well to achieve a high standard by trying to improve on the way things are done and by working towards achieving the work objectives. It is also about putting plans into action, meeting deadlines, taking initiative and solving problems to make sure that things get done. Employees do not wait to be told to do something but rather are	10%

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		encouraged to use their initiative to make sure that things get done accurately and efficiently	
7.	Problem Solving and Analysis	Be able to systematically identify, analyse and resolve existing and anticipated problems in order to reach optimum solutions in a timely manner	5%
8.	People Management, Diversity and empowerment	Skills to manager and encourage people, optimise their outputs and effectively manage relationships. This includes holding regular meetings with her / his team so that information can be shared and so that the team is aware of decisions that may affect them. It is also involves distributing workloads so that individuals skills are used appropriately and so that the work is evenly spread, making sure that the team has the necessary tools and resources in order to do their work and motivating the team so that they are committed to achieving the goals of the department and ultimately the municipality	10%
9.	Client Orientation and Customer focus	Whether providing a service to an internal or external customer, this means trying to determine the needs of the customer and then meeting those needs. At a minimum employees are required to react to queries, keeping promises, being honest in all their dealings, adhering to policies, procedures and delegations, keeping the client up to date, being friendly and helpful at solving problems quickly and without argument. Ideally managers are required to be proactive by trying to understand needs of the customer and providing an appropriate service based on these underlying needs	5%
10.	Communication	Skills to be able to exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the desired outcomes	10%
11.	Accountability, Ethical Conduct, Honesty and Integrity	Must be able to display and build the highest standards of ethical and moral conduct in order to promote confidence and trust in the municipality	5%
CORE OCCUPATIONAL COMPETENCIES			
12.	Policy conceptualization and implementation		10%
13.	Mediation skills		10%
14.	Advanced negotiation skills		10%
15.	Advanced influencing skills		10%
16.	Partnership and Stakeholder Relations		10%
17.	Supply Chain		10%

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	Management		
18.	Diversity Management		10%
TOTAL PERCENTAGE			100%

7. EVALUATING PERFORMANCE

7.1 Annexure "A" to this Agreement sets out:

7.1.1 The standards and procedures for evaluating the **Employee's** performance; and

7.1.2 The intervals for the evaluation of the **Employee's** performance.

7.2 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.

7.3 Personal growth and development needs identified during any performance review discussion must be documented in a **Personal Development Plan (PDP)**, **Annexure "B"** as well as the actions.

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

7.5 The annual performance appraisal must involve:

7.5.1 Assessment of the achievement of results as outlined in the performance plan-

- (i) 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.
- (ii) An indicative rating on the five-point scale should be provided for each KPA.
- (iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CCRs-

- (i) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (ii) An indicative rating on the five-point scale should be provided for each CCR

(iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.

(iv) The applicable assessment-rating calculator must then be used to add the scores and calculate a final CCR score.

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

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

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	Performance 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 performance 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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7.7 For purposes of evaluating the annual performance of the Employee an evaluation panel constituted of the following persons must be established-

7.7.1 Municipal Manager

7.7.2 Chairperson of the Performance Audit Committee or the Chairperson or designated performance management specialist of the audit committee in the absence of a performance audit committee;

7.7.3 Member of the Mayoral or Executive Committee

7.7.4 Municipal Manager from another municipality.

7.7.5 Member of a ward committee as nominated by the Executive Mayor

The Executive Director and / or manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels.

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of the Employee in relation to their 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:

QUARTER	PERIOD	REVIEW DATE
1	July - September	Before end of October 2018
2	October - December	Before end of February 2018 (Midyear Review)
3	January - March	Before end of April 2019
4	April- June	Before end of September 2019 (Annual Review)

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

- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 The Employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.
- 8.5 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

9. DEVELOPMENTAL REQUIREMENTS

- 9.1 A **Personal Development Plan (PDP)** for addressing developmental gaps is attached as **Annexure "B"** and shall form part of this agreement.

10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer shall:
- 10.1.1 create an enabling environment to facilitate effective performance by the Employee;
 - 10.1.2 provide access to skills development and capacity building opportunities;
 - 10.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
 - 10.1.4 on the request of the employee delegate such powers reasonably required by the Employee to enable them to meet the performance objectives and targets established in terms of the agreement; and
 - 10.1.5 Make available to the employee such resources as the Employee may reasonably require from time to time assisting them to meet the performance objectives and targets established in terms of the agreement.

11. CONSULTATION

- 11.1 The Employer agrees to consult the Employee timeously where the exercising of the Employee powers will have amongst others—

- 11.1.1 a direct effect on the performance of any of the Employee's functions;
 - 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer;
 - 11.1.3 A substantial financial effect on the Municipality.
- 11.2 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.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance shall form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus ranging from five percent(5%) to fourteen percent (14%)of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance, subject thereto that , in determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that-
- 12.2.1 a score of one hundred and thirty percent (130%) to one hundred and forty nine percent (149%) is awarded a performance bonus ranging from five percent (5%) to nine percent (9%) ; and
 - 12.2.2 A score of one hundred and fifty percent (150%) and above is awarded a performance bonus ranging from ten percent (10%) to fourteen percent (14%).
- 12.3 The performance bonus referred to in 12.2 here above is payable annually and constituted as follows:

SCORE	BONUS %
130 -133	5
134 -137	6
138-141	7
142 -145	8
146 -149	9
150 -153	10
154 -157	11
158 – 161	12
162 – 165	13
166 – 167	14

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12.4 In the case of unacceptable performance, the employer shall –

12.4.1 provide systematic remedial or developmental support to assist the employee to improve their performance; and

12.4.2 After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out their duties.

13. PERFORMANCE BONUS

In accordance with Regulation 805, section 32, a performance bonus, based on affordability, may be paid to the employee, after

13.1 the annual report for the financial year under review has been tabled and adopted by the municipal Council;

13.2 an evaluation of performance in accordance with the provisions of section 7; and

13.3 approval of such evaluation by the municipal Council, as a reward for outstanding performance.

14. DISPUTE RESOLUTION

14.1 DISPUTE ON PERFORMANCE AGREEMENT

Any disputes about the nature of the Performance Agreement, whether it relates to key responsibilities, priorities, methods of assessment and /or any other matter provided for, shall be mediated by –

(a) In the case of the municipal manager, the MEC for local government in the Province within thirty (30) days of receipt of a formal dispute from the employee or any other person designated by the MEC; and

(b) In the case of managers directly accountable to the municipal manager, the executive mayor within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be final and binding on both parties.

14.2 DISPUTE ON OUTCOME OF PERFORMANCE EVALUATION

Any disputes about the nature of the Performance Evaluation, whether it relates to key responsibilities, priorities, methods of assessment and /or any other matter provided for, shall be mediated by –

- (a) In the case of the municipal manager, the MEC for local government in the Province within thirty (30) days of receipt of a formal dispute from the employee or any other person designated by the MEC; and
- (b) 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 Regulation 805 section 27(4)(e) within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties

15. GENERAL

15.1 The contents of the Agreement must be made available to the public by the Employer in accordance with the MFMA, 2003 and section 46 of the Act.

15.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

15.3 The performance assessment results of the Employee shall be submitted to the Council within fourteen (14) days after the conclusion of the assessment.

Thus done and Signed at Balfour on this 01 day of August 2018.

AS WITNESSES:

1. [Signature]

[Signature]

**DIRECTOR: COMMUNITY SERVICES
AND PUBLIC SAFETY**

2. [Signature]

Thus done and Signed at Balfour on this 01 day of August 2018.

AS WITNESSES:

1. [Signature]

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MUNICIPAL MANAGER