



**PERFORMANCE AGREEMENT 2015/16**

MADE AND ENTERED INTO BY AND BETWEEN

RAESETSA ELIZABETH SEFALA

"THE MAYOR"

ON BEHALF OF FETAKGOMO LOCAL MUNICIPALITY

AND

NKWANE DANGER MATUMANE

"THE MUNICIPAL MANAGER"

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## 1. INTRODUCTION

- 1.1 The Fetakgomo Local Municipality (FTM) has entered into a Contract of Employment with the Municipal Manager for a period ending 30<sup>th</sup> April 2017 in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer (The Mayor) and the Employee (Municipal Manager) are herein 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. The Parties hereby conclude the Performance Agreement for the period ending 30<sup>th</sup> June 2016.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee reporting to the Employer, to a set of actions that will secure local government policy goals.

## 2. PURPOSE OF THIS AGREEMENT

The Parties agree that the purposes of this Agreement are to:

- 2.1 comply with the provisions of Section 57(1)(b), s57 (4)(a), s57(4) (b) and s57(5) of the Systems Act;
- 2.2 specify objectives, indicators and targets defined and agreed with the Employee and communicate to the Employee the Employer's expectations of the Employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the budget of the Employer;
- 2.3 specify areas of accountabilities as set out in the performance plan which is an annexure to this performance agreement;
- 2.4 monitor and measure performance of the Employee against the set targeted outputs;
- 2.5 establish a transparent and accountable working relationship between the Parties ;
- 2.6 give effect to the Municipality's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery;
- 2.7 use the Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his job; and
- 2.8 in the event of outstanding performance, to appropriately reward the Employee.

**3. COMMENCEMENT AND DURATION**

- 3.1 This Agreement will commence on the date of signature by both parties, which will be as soon as reasonably possible after the 01<sup>st</sup> July 2015, and, subject to paragraph 3.3, will continue in force until a new Performance Agreement is concluded between the parties as contemplated in paragraph 3.2
- 3.2 The Parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year as prescribed by s57(2)(a) of the Systems Act.
- 3.3 This Agreement will terminate on the termination of the Employee's Contract of Employment for any reason as provided for in the Contract of Employment.
- 3.4 The contents of this Agreement may be revised at anytime 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 decision or otherwise) to an extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

**4. PERFORMANCE OBJECTIVES**

- 4.1 Annexure "A", the Performance Plan sets out:
- 4.1.1 the performance indicators and targets that must be met by the Employee; and
- 4.1.2 the time frames within which those performance indicators and targets must be met.
- 4.2 The performance indicators and targets reflected in Annexure "A" are set by the Employer in consultation with the Employee, and include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Municipality's IDP.
- 4.5 The Municipality will make available to the Municipal Manager such employees as the Municipal Manager may reasonably require from time to time to assist him 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 Municipal Manager to ensure that he complies with those performance obligations and targets.
- 4.6 The Employee will at his request be delegated such powers by the Employer as may in the discretion of the Municipality be reasonably required from time to time to enable him to meet the performance objectives and targets established in terms of this Agreement.

**5. PERFORMANCE MANAGEMENT SYSTEM**

- 5.1 The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the management of the Municipality and its staff.
- 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 Municipality, 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 Key Performance Areas (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 must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. 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 or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPAs, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee:

Key Performance Areas (KPA's) for Municipal Managers	Weighting
Spatial Rationale	
Municipal Institutional Development and Transformation	
Basic Service Delivery	
Local Economic Development	
Municipal Financial Viability and Management	
Good Governance and Public Participation	
<b>Total</b>	<b>100%</b>

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- 5.7 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 be between the employer and the employee and must be considered with due regard to the proficiency level agreed to:

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)		
LEADING COMPETENCIES		
		Weight
Strategic Direction and Leadership	*Impact and Influence. *Institutional Performance Management. *Strategic Planning and Management. *Organizational Awareness.	
People Management	*Human Capital Planning and Development. *Diversity Management *Employee Relations Management. *Negotiation and Dispute Management.	
Program and Project Management	*Program and Project Planning and Implementation. *Service Delivery Management. *Program and Project Monitoring and Evaluation.	
Financial Management	*Budget Planning and Execution. *Financial Strategy and Delivery *Financial Reporting and Monitoring.	
Change Leadership	*Change Vision and Strategy. *Process Design and Improvement *Change Impact Monitoring and Evaluation.	
Governance Leadership	*Policy Formulation. *Risk and Compliance Management. *Cooperative Governance.	
CORE COMPETENCIES		
Moral Competence		
Planning and Organising		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Results and Quality Focus		
<b>Total Percentage</b>		<b>100%</b>

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**6. EVALUATING PERFORMANCE**

- 6.1 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 and, where possible, actions agreed.
- 6.4 The annual performance appraisals must involve:
- (a) 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 score.
  - (b) 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.

**Overall Rating**

- (i) An overall rating is calculated by using the applicable assessment rating calculator. Such overall rating represents the outcome of the performance appraisals.
- (ii) The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's (i.e the following table will be used in determining the payment of the reward):

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PERFORMANCE APPRAISAL OF KPAs AND CCRs				
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE	PERFORMANCE BONUS RATIOS
Level 5: Outstanding Performance	Performance far exceeds the standard expected for the job in all areas of the manager. The manager has achieved exceptional results against all performance criteria and indicators specified in the Performance Plan and maintained this in all areas of responsibility throughout the year.	5	75 - 100	<p>Maximum bonus allowed i/o. Regulations is between 10% and 14% of person's inclusive annual remuneration package</p> <p>The % as determined per Council Resolution is as follows:</p> <p>75 - 76% = 10%</p> <p>77 - 78% = 11%</p> <p>79 - 80% = 12%</p> <p>81 - 84% = 13%</p> <p>85 - 100% = 14%</p>
Level 4: Performance significantly above expectations	Performance is significantly higher than the standard expected for the job in all areas. The manager has achieved above fully effective results against more than half of the performance criteria and indicators specified in the Performance Plan and fully achieved all others throughout the year.	4	65 - 74	<p>Maximum bonus allowed i/o. Regulations is between 5% and 9% of person's inclusive annual remuneration package</p> <p>The % as determined per Council Resolution is as follows:</p> <p>65 - 66% = 5%</p> <p>67 - 68% = 6%</p> <p>69 - 70% = 7%</p> <p>71 - 72% = 8%</p> <p>73 - 74% = 9%</p>

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Level 3: Fully effective	Performance fully meets the standard expected for the job in all areas. The manager has achieved effective results against all significant performance criteria and indicators specified in the Performance Plan and may have achieved results significantly above expectations in one or two less significant areas throughout the year.	3	51 - 64	No bonus
Level 2: Performance not fully satisfactory	Performance is below the standard required for the job in key areas. The manager has achieved adequate results against many key performance criteria and indicators specified in the Performance Plan but did not fully achieve adequate results against others during the course of the year. Improvement in these areas is necessary to bring performance up to the standard expected.	2	31 - 50	No bonus
Level 1: Unacceptable performance	Performance does not meet the standard required for the job. The manager has not met one or more fundamental requirements and/or is achieving results that are well below the performance criteria and indicators in a number of significant areas of responsibility. The manager has failed to demonstrate the commitment or ability to bring performance up to the level expected despite efforts to encourage improvement.	1	Less than 30	No bonus

6.5 Reward for Performance

6.5.1 The performance bonus will be determined by the Municipal Council based on affordability and the stipulations of the Performance Agreement.

6.5.2 A merit reward for performance in addition to the annual reviewed remuneration will be considered by the Council not later than September under the following conditions:

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- a) The payment of the reward will be based on the period under review and result of the performance score;
- b) The amount of the reward will not exceed 14% of the Employee's total remuneration, but will be subjected to affordability to the Municipality;
- c) The performance score will be obtained by using the performance plan;
- d) Where external factors have a negative influence on the result of the performance as scrutinized and recommended by the Performance Audit Committee, the Municipality may grant a reward (see Regulation Number 29089 of 01 August 2006);
- e) The reward if granted, will be paid annually after the compilation of the financial statements and after finalisation of the performance appraisal; and
- f) The final outcome of the performance appraisal will determine the reward.

6.6 For purpose of evaluating the annual performance of the Municipal Manager, an Evaluation Panel constituted of the following persons may be established –

- (i) The Mayor or a Member of the Executive Committee;
- (ii) Chairperson or the relevant member of the Audit Committee;
- (iii) The Mayor and/or Municipal Manager from another Municipality; and
- (iv) Member of a ward committee.

6.7 The manager responsible for human resources of the municipality or delegated assignee must provide secretariat services to the Evaluation Panel referred to above.

#### **Schedule for Performance Reviews**

6.8 The performance of the Employee in relation to his or her performance agreement may be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

- |                         |                      |
|-------------------------|----------------------|
| 1 <sup>st</sup> Quarter | : July - September   |
| 2 <sup>nd</sup> Quarter | : October - December |
| 3 <sup>rd</sup> Quarter | : January - March    |
| 4 <sup>th</sup> Quarter | : April - June       |

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

6.10 Performance feedback must be based on the Employer's assessment of the Employee's performance.

6.11 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.

6.12 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented or amended as the case may be on agreement between both parties.

## **7. OBLIGATIONS OF THE EMPLOYER**

The Employer must –

- (1) Create an enabling environment to facilitate effective performance by the employee;
- (2) Provide access to skills development and capacity building opportunities;
- (3) Work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- (4) On the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- (5) Make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement

## **8. CONSULTATION**

- 8.1 The Employer agrees to consult the Employee timeously where the exercising of the Employer's powers will –
- 8.1.1 have a direct effect on the performance of any of the Employee's functions;
  - 8.1.2 commit the Employee to implement or to give effect to a decision made by the Executive Committee;
  - 8.1.3 have a substantial financial effect on the Municipality.
- 8.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 8.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

## **9. MANAGEMENT OF EVALUATION OUTCOMES**

- 9.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 9.2 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance

bonus the relevant percentage is based on an overall rating, calculated by using the applicable assessment rating calculator; provided that:

- a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

9.3 In the case of unacceptable performance, the Employer shall:

- Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 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, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Employee to terminate the Employee's employment in accordance with the notice period set out in the Employee's contract of employment.

## 10. DISPUTES RESOLUTION

10.1 Any disputes about the nature of the Employee's Performance Agreement whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the agreement, must be mediated by 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 whose decision shall be final and binding on both parties.

10.2 Any disputes about the outcome of the Employee's performance evaluation must be mediated by the MEC for local government in the province within thirty days (30) of receipt of a formal dispute from the employee, or any other person designated by the MEC.

10.3 Nothing contained in this Agreement in any way limits the right of the Employer to terminate the Employee's Contract of Employment with or without notice for any other breach by the Employee of his obligations to the Municipality or for any other valid reason in law.

## 11. GENERAL

11.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential, and may be made available to the public by the Municipality, where appropriate.

11.2 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.

11.3 At the end of the tunnel, the Employee may not be assessed if s/he presents to be in the employ of the FTM for a period of less than six (06) months.

Signed at Mashung, Ga-Nkwana, Fetakgomo Local Municipality, on this 01 day of July 2015.

**AS WITNESSES:**

1. [Signature]

[Signature]

**Municipal Manager  
Fetakgomo Local Municipality**

2. [Signature]

Signed at Mashung, Ga-Nkwana, Fetakgomo Local Municipality, on this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**AS WITNESSES:**

1. [Signature]

[Signature]

**The Mayor  
Fetakgomo Local Municipality**

2. [Signature]