

REVISED PERFORMANCE AGREEMENT

IN TERMS OF THE:

**LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT,
2000 (32 OF 2000), AS AMENDED**

AND

**LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR
MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO
MUNICIPAL MANAGERS, 2006**

AND

**LOCAL GOVERNMENT: REGULATIONS ON APPOINTMENT AND CONDITIONS
OF EMPLOYMENT OF SENIOR MANAGERS, 2014**

Entered into by and between

The **CITY OF MATLOSANA** herein represented by

THEETSI SOLOMON ROGER NKHUMISE

in his capacity as

Municipal Manager

(hereinafter referred to as the **Employer**)

And

LESIBA JOHANNES NKHUMANE

As the

Director: Public Safety

(hereinafter referred to as the **Employee**)

For the Period

1 February 2018 to 30 June 2018

Handwritten signatures and initials in black ink, including a large signature, the initials 'MC', and 'TTT'.

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The **CITY OF MATLOSANA** herein represented by **THEETSI SOLOMON ROGER NKHUMISE (ID NR. 7212265390082)** in his capacity as the **MUNICIPAL MANAGER** (hereinafter referred to as the **Employer**) and **LESIBA JOHANNES NKHUMANE (ID NR. 6704055605084)** in his capacity as the **DIRECTOR: PUBLIC SAFETY** of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

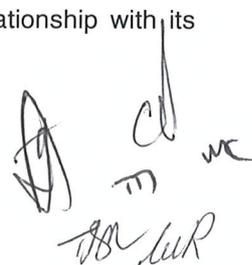
1. INTRODUCTION

- 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, as amended ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, as amended read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Employee** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4a), 57(4b) and 57(5) of the Systems Act and Section 57(4c) of the Systems Amendment 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, Section 57(4c) of the Systems Amendment Act, as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan (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 and outcomes;
- 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; with Section 11 of this agreement and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.



3 COMMENCEMENT AND DURATION

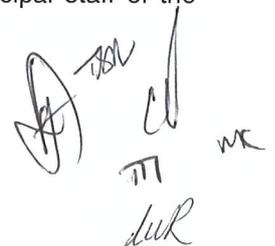
- 3.1 This Agreement will commence on the **1 FEBRUARY 2018** and will remain in force until **30 JUNE 2018** thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will include a new performance agreement that replaces this agreement at least once a year not later than 31st of July of the succeeding financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment.
- 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.
- 4.1.3 The Competencies (Annexure B) – definitions in terms of regulation 21 of 17 January 2014 are required, to operate effectively as senior manager in the Local Government environment.
- 4.2 The performance objectives and targets reflected in the Performance Plan (Annexure A) are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include:
- 4.2.1 Key objectives that describe the main tasks that needs to be done.
- 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 4.2.3 Target dates that describe the timeframe in which the work must be achieved.
- 4.2.4 Weightings that show the relative importance of the key objectives to each other.
- 4.3 The Personnel Development Plan (Annexure C) sets out the employee's personnel development requirements in line with the objectives and targets of the employer.
- 4.4 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**.

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- 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 and targets that will be included in the performance management system as applicable to the **Employee**.
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Competencies respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPA's covering the main areas of work will account for 80% and Competencies will account for 20% of the final assessment.
- 5.6 The **Employee's** assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA's)	Weighting
Service Delivery & Infrastructure Development	18%
Municipal Institutional Development and Transformation	9%
Local Economic Development (LED)	0%
Municipal Financial Viability and Management	27%
Good Governance and Public Participation	46%
Total	100%

- 5.7 In the case of Senior 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 competencies will make up the other 20% of the **Employee's** assessment score. The competencies are split into two groups, Leading competencies that drive strategic intent and direction and Core competencies which drive the execution of the leading competencies.

LEADING COMPETENCIES		WEIGHTING
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	8.33%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	8.33%

Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	8.33%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	8.33%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	8.33%
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	8.33%
CORE COMPETENCIES		WEIGHTING
Moral Competence		8.33%
Planning and Organising		8.33%
Analysis and Innovation		8.33%
Knowledge and Information Management		8.33%
Communication		8.33%
Results and Quality Focus		8.33%
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 (Annexure C) 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** SDBIP as described in 6.6 below.

6.5 The **Employee** will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report prior to the performance assessment meetings to the evaluation panel chairperson for distribution to the panel members for preparation purposes.

6.6 The annual performance appraisal will involve:

6.6.1 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) A rating on the five-point scale described in 6.7 below shall be provided for each KPI or group of KPI's which will then be multiplied by the weighting to calculate the score.

- (c) The **Employee** will submit his/her self – evaluation to the **Employer** prior to the final assessment.
- (d) In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The **Employee** should provide sufficient evidence in such instances.
- (e) An overall score will be calculated based on the total of the individual scores calculated above.
- (f) The applicable assessment rating calculator must be used to add the scores and calculate a final KPA score.

6.6.2 Assessment of the Competencies

- (a) Each competency will be assessed in terms of the description provided in (Annexure B).
- (b) An indicative rating on the five-point scale should be provided for each competency.
- (c) This rating should be multiplied by the weighting given to each competency during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator must be used to add the scores and calculate a final competency score.

6.6.3 Overall rating

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

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

Rating scale for KPA's

Level	Terminology	Description
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.

Level	Terminology	Description
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.

Rating scale for Competencies

Level	Terminology	Description
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
3	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
4	Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping direction and change, develops and applies comprehensive concepts and methods.

6.8 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established:

- 6.8.1 Executive Mayor;
- 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 Committee;
- 6.8.4 Mayor and/or Municipal Manager from another municipality; and
- 6.8.5 Member of a ward committee as nominated by the Executive Mayor.

6.9 For purposes of evaluating the annual Performance of Senior Managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established:

- 6.9.1 Municipal Manager;
- 6.9.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.9.3 Municipal Manager from another municipality.

6.10 The Performance Management Unit of the municipality must provide secretariat services to the evaluation panels referred to in paragraphs 6.8 and 6.9.

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7. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter	:	July – September 2017
Second quarter	:	October – December 2017
Third quarter	:	January – March 2018
Fourth quarter	:	April – June 2018

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

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of (Annexure A) from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.

7.5 The **Employer** may amend the provisions of (Annexure A) whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the **Employee** will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as (Annexure C). Such plan may be implemented and/or amended as the case may be after each assessment.

9. OBLIGATIONS OF THE EMPLOYER

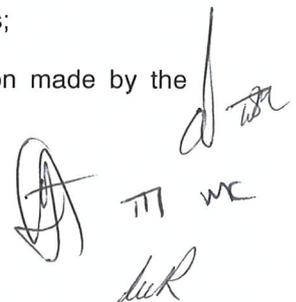
9.1 The **Employer** shall –

- 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



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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 all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

Performance Score		Performance Bonus Percentage
From	To	
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%	169%	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

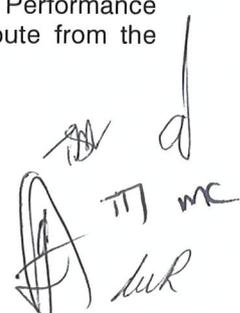
12.1 Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

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 Senior 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 relevant of the Contract of Employment shall apply.

13. GENERAL

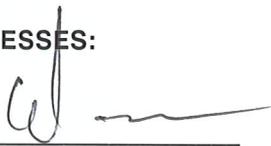
- 13.1 The contents of this agreement and the outcome of any review conducted in terms of (Annexure A) may be made available to the public by the **Employer**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the **Employee** must be submitted to the municipal council by the **Employer** within fourteen (14) days after the conclusion of the assessment for information purposes.

14. PERFORMANCE APPRAISALS

- 14.1 The **Employee** will be responsible for developing annual performance work plans and conducting performance appraisals with all staff in the Directorate as stipulated in Section 27 of the 2015 Performance Management System Framework document.

Thus **done** and **signed** at KLERKSDORP on this the 15 day of MAY 2018.

AS WITNESSES:

1. 



EMPLOYEE

2. 

Inconvenience

Thus **done** and **signed** at KLERKSDORP on this the 15 day of MAY 2018.

AS WITNESSES:

1. 



EMPLOYER

2. 

DIRECTORATE PUBLIC SAFETY
MR LJ NKUMANE

TOTAL WEIGHTING PER KEY PERFORMANCE AREA (KPA) = 100%
 Service Delivery & Infrastructure Development (4)
 Municipal Institutional Development and Transformation (2)
 Local Economic Development (0)
 Municipal Financial Viability & Management (6)
 Good Governance and Public Participation (10)
 18%
 9%
 0%
 27%
 46%
 100%

IP Linkage / Project ID	Budget Linkage	Item Nr.	Responsible Person	Key Performance Area (KPA)	Back to Basics	Weighting	Objectives	Key Performance Indicators (KPI) and Type	Annual Performance Target	Budget	Revised Target / Adjustment Budget	Base Line	Quarter	Quarterly Projected Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence										
Outcome 9 - Output 5	N/A	DPS1	L Nkumane	Municipal Institutional Development and Transformation	Financial Management	4,55%	To ensure an effective external audit process (Exception report)	% Of external audit queries answered within required time frame	Answering 100% of all audit queries (exception report) received from the Auditor-General within the required time frame by November 2017	R 0		New Indicator	1	Nr. received / Nr. answered 100%	<input checked="" type="checkbox"/>	0 Received / 0 Answered 100%					There were no Audit Queries for Public Safety Communication 17 - Employee verification	Tracking document. Execution letters / notes									
													2	Nr. received / Nr. answered 100%		1 Received / 1 Answered 100%															
													3																		
													4																		
Operational	N/A	DPS2	L Nkumane	Good Governance and Public Participation	Good Governance	4,55%	To ensure good governance by executing the mandate of council	% of Resolutions implementation within required timeframe	Implementing 85% of all directorates municipal manager / May/Co / council resolutions by June 2018	R 0		New Indicator	1	Nr. received / Nr. implemented 85%	<input checked="" type="checkbox"/>	7 Received / 6 implemented 86%				Act. ADTS, Mrs E v d Linde is acting in this	Resolution register. Copy of resolutions. Execution letters / notes (supporting documents)										
													2	Nr. received / Nr. implemented 85%		6 Received / 06 implemented 100%															
													3																		
													4																		
Operational	N/A	DPS3	L Nkumane	Good Governance and Public Participation	Good Governance	4,55%	To reduce risk areas and protect the municipality against legal actions	% of all identified high risks mitigated by implementing corrective measures	Mitigating 80% of all the directorate's identified high risks by implementing corrective measures by June 2018	R 0		New Indicator	1	Nr. received / Nr. mitigated 80%	<input checked="" type="checkbox"/>	3 Received / 3 Mitigated 100%				Security firm appointed during December. machinery at testing station still not operational	Director's risk register. Execution letters / notes										
													2	Nr. received / Nr. mitigated 80%		2 Received / 0 Mitigated 0%															
													3	Nr. received / Nr. mitigated 80%		4 received / 0 Mitigated %															
													4	Nr. received / Nr. mitigated 80%																	
Operational	N/A	DPS4	L Nkumane	Good Governance and Public Participation	Good Governance	4,55%	To ensure that the quality of the information is on an acceptable standard	Directorate's 2016/17 Annual Report input provided before tabling of the draft annual report	Providing the directorate's 2016/17 Annual Report input before the draft annual report is tabled by October 2017	R 0		New Indicator	1	Submitting information for Annual Performance Report	<input checked="" type="checkbox"/>	Annual Performance Report information submitted						Signed-off AR template and narrative									
													2	Credible 2016/17 Annual Report input provided		Final report information checked and signed-off - Credible 2016/17 Annual Report input provided															
													3																		
													4																		
Outcome 9 - Output 1	N/A	DPS5	L Nkumane	Good Governance and Public Participation	Good Governance	4,55%	To ensure that the programmes and projects of the directorate are incorporated	Directorate's IDP inputs provided before the 2018/19 IDP is tabled	Providing the directorate's IDP inputs before the 2018/19 IDP is tabled by 30 May 2018	R 0		New Indicator	1		<input checked="" type="checkbox"/>							Signed-off IDP needs and priority list									
													2																		
													3																		
													4	Credible 2018/19 IDP inputs provided																	

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Operational	2005252306804	LES4	E van der Linde	Municipal Financial Viability & Management	Financial Management	4.55%	To collect revenue to ensure sound financial matters	R value income collected from warrants of arrest	Collecting income on warrant of arrests by June 2018	R 500 000	R 339 400	1	R 125 000	R 190 250	2 Laptops were used to do the Warrants of Arrest whereas we only had one operational in the past	Daily Recons / Receipts / Income Votes: GC40	
												2	R 250 000	R 212 550	No Back Office Law Enforcement System	Tender process was followed. Specifications were submitted. We are awaiting the progress from the MM and SCM	No appointment of a Service Provider is still a challenge to reach the target as set.
												3	R 375 000	R 222 900	No Back Office Law Enforcement System	Tender process was followed and BID Specifications Committee held meeting during January 2018	No appointment of a Service Provider is still a challenge to reach the target as set.
												4	R 500 000				

100%

KPI's 22


DIRECTORATE PUBLIC SAFETY


MUNICIPAL MANAGER

