

PERFORMANCE AGREEMENT

Made and entered into by and between

Mr. Zolile Albert Williams the Municipal Manager of the JOE GQABI DISTRICT MUNICIPALITY ("the Municipal Manager")

and

Mr. N. Mshumi
the Chief Operations Officer of the
JOE GQABI DISTRICT MUNICIPALITY
("the COO")

for the financial year: 1 July 2018 to 30 June 2019

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WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Municipality has, in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act, No. 32 of 2000 ("the Systems Act") entered into contract of employment with the COO for the Joe Gqabi District Municipality.
- 1.2 Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the Parties, require the Parties to conclude a 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 COO 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), (4B) and (5) of the Systems Act.
- 1.5 In this Agreement the following words will have the meaning ascribed thereto:
 - "this Agreement" means the performance agreement between the Municipality and the COO and the annexure thereto.
 - "the Council" means the executive and legislative authority of the Municipality constituted in terms of Section 18 of the Local Government: Municipal Structures Act represented by the Executive Mayor.
 - "the COO" means the Chief Operations Officer appointed in terms of Section 56(a) of the Municipal Systems Act.
 - "the Municipal Manager" means the Municipal Manager appointed in terms of Section 54(a) of the Local Government: Municipal Systems Amendment Act, of 2011.
 - "the Municipality" -- means the JOE GQABI DISTRICT MUNICIPALITY.
 - "the Parties" means the Municipal Manager and the COO.

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2. PURPOSE OF THIS AGREEMENT

- 2.1 The Parties agree that the purposes of this Agreement are to:
 - 2.1.1. comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the contract of employment entered into between the Parties;
 - 2.1.2. specify objectives and targets established for the COO and to communicate to the COO the Municipality's expectations of the COO performance and accountability;
 - 2.1.3. specify accountabilities as set out in Annexure A;
 - 2.1.4. monitor and measure performance against targeted outputs and outcomes;
 - 2.1.5. use Annexures A and B as a basis for assessing the COO for permanent employment and/or to assess whether the COO has met the performance expectations applicable to his job;
 - 2.1.6. appropriately reward the COO in accordance with the Municipality's performance management policy in the event of outstanding performance;
 - 2.1.7. establish a transparent and accountable working relationship; and
 - 2.1.8. give effect to the Municipality's commitment to a performance-orientated relationship with its COO in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature this Agreement will commence on the 01 July 2018 and will remain in force until a new performance agreement including a Performance Plan and Personal Development Plan is concluded between the Parties as contemplated in Clause 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 including a Performance Plan and Personal Development Plan that replaces this Agreement at least once a year by not later than the 31st of July each year.
- The payment of the performance bonus is determined by the performance score obtained during the annual performance assessment as informed by the quarterly performance assessments. Should the COO be entitled to a bonus, this will be paid out after approval by Council and not later than sixty (60) days thereafter in the COO's salary for a month that shall be applicable.
- 3.4 The payment of a performance bonus for the year in which the COO's contract of employment expires will be done as set out in clause 3.3 and the bonus so determined will be paid to the COO on the last day of his employment or not later than 30 days thereafter.
- In the event of the COO commencing or terminating his services with the Municipality during the validity period of this Agreement, the COO's performance for the portion of the period referred to in clause 3.1 during which she was employed, will be evaluated and he will be entitled to a pro rata performance bonus based on his evaluated performance and the period of actual service.
- 3.6 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 by the Parties.
- 3.7 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.
- 3.8 This Agreement will terminate on the termination of the COO's contract of employment for any reason.

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4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan in **Annexure A** sets out:
 - the performance objectives and targets which must be met by the COO; and
 - the time frames within which those performance objectives and targets must be met.
- The Personal Development Plan in **Annexure B** sets out the COO's personal developmental requirements in line with the objectives and targets of the Municipality.
- 4.3 The Core Management Competencies reflected sets out those management skills regarded as critical to the position held by the COO.
- The performance objectives and targets reflected in **Annexure A** are set by the Municipality in consultation with the COO and based on the Integrated Development Plan, Service Delivery & Budget Implementation Plan and the budget of the Municipality, and include key objectives, key performance areas, target dates and weightings.
- 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 time frame in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.6 The COO's performance will, in addition, be measured in terms of contributions to the development objectives and strategies set out in the Municipality's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- The COO agrees to participate in the performance management system that the Municipality adopts or introduces for the municipal management and municipal staff of the Municipality.
- 5.2 The COO accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the municipal management and municipal staff to perform to the standards required.
- 5.3 The Council and/or Municipal Manager will consult the COO about the specific performance standards that will be included in the performance management system as applicable to the COO.
- The COO undertakes to actively focus towards the promotion and implementation of his Key Performance Areas as set out in **Annexure A** including special projects relevant to the COO's responsibilities within the local government framework.

6. PERFORMANCE ASSESSMENT

- 6.1 The performance of the COO will be assessed against the outputs and outcomes achieved in terms of his Key Performance Areas (KPAs) as fully described in **Annexure A** and his Core Management Competencies (CMCs) determined at the commencement of this Agreement with a weighting of 80:20 allocated to the KPAs and CMCs respectively. Therefore the KPAs that refer to the main tasks of the COO account for 80% of his assessment while the CMCs make up the other 20% of the COO's assessment score.
- 6.2 The weightings agreed to in respect of the COO's KPAs attached as **Annexure A** are set out in the table below:

KEY PERFORMANCE AREAS (KPAS)	WEIGHT	
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KEY PERFORMANCE AREAS (KPAS)	WEIGHT	
Local Economic Development	25%	
Financial Viability and Management	10%	
Institutional Development and Transformation	5%	
Good Governance and Public Participation	60%	
Total	100%	

The weightings agreed to in respect of the CCRs considered most critical for the COO's position and further defined in Annexure C are set out in the table below:

CORE COMPETENCY REQUIREMENTS - CCRs		
CORE MANAGERIAL COMPETENCIES (CMC)	CHOICE (x)	WEIGHT
Strategic Capability and Leadership	X	10%
Programme and Project Management		
Financial Management	compulsory	15%
Change Management		
Knowledge Management	Х	10%
Service Delivery Innovation		
Problem Solving and Analysis		
People Management and Empowerment	compulsory	15%
Client Orientation and Customer Focus	compulsory	15%
Communication		
Honesty and Integrity		
CORE OCCUPATIONAL COMPETENCIES (COCs)		
Competence in Self Management		
Interpretation of and implementation within the legislative and national policy frameworks	x	10%
Knowledge of Developmental Local Government		
Knowledge of Performance Management and Reporting	Х	10%
Knowledge of Global and SA specific political, social and economic contexts		
Competence in Policy Conceptualisation, Analysis and Implementation		
Knowledge of more than one functional municipal field or discipline		
Mediation Skills		

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CORE MANAGERIAL COMPETENCIES (CMC)	CHOICE (x)	WEIGHT
Governance Skills	X	15%
Competence as required by other national line sector departments		
Exceptional and dynamic creativity to improve the functioning of the Municipality		
TOTAL PERCENTAGE		100%

The assessment of the performance of the COO will be based on the following levels for KPAs and CMCs:

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.
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 expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

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6.5 To determine which rating on the five-point scale the COO achieves for each KPA, the following criteria should be used:

Duration of task	- Was the target achieved within the projected time frame?
Level of complexity	 Required problem solving Reconciling different perceptions Innovative alternatives used
Cost	within budgetsavingoverspending
Constraints	 Did envisaged constraints materialise? If so, were steps taken to manage/reduce the effect of the constraint? If not, did it beneficially affect the completion of the target? Any innovative/pro-active steps to manage the constraint

7. PANEL AND SCHEDULE FOR PERFORMANCE ASSESSMENTS

- 7.1 An assessment panel consisting of the following persons will be established:
 - The Executive Mayor
 - Member of the Mayoral Committee
 - Chairperson of the Performance Audit Committee
 - Member of the ward committee as nominated by the Executive Mayor
 - The Municipal Manager
 - The Municipal Manager from another Municipality
- 7.2 The performance of the COO will be assessed in relation to his achievement of:
 - 7.2.1 the targets indicated for each KPA in Annexure A;
 - 7.2.2 the CCRs as defined in clause 6.3 of this agreement on a date to be determined for each of the following quarterly periods:
 - 1st Quarter July to September
 - 2nd Quarter October to December
 - 3rd Quarter January to March
 - 4th Quarter April to June
- 7.3 Assessments will be done twice at mid-year and end of the year.
- 7.4 The Municipality will keep a record of the mid-year and annual assessment
- 7.5 The Municipality may appoint an external facilitator to assist with the annual assessment

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8. EVALUATING PERFORMANCE AND THE MANAGEMENT OF EVALUATION OUTCOMES

- 8.1 The COO will submit quarterly performance reports and a comprehensive annual performance report prior to the annual performance assessment meetings to the Municipal Manager.
- 8.2 The Municipal Manager will give performance feedback to the COO after annual performance assessment meetings.
- 8.3 The evaluation of the COO's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 8.4 Following annual performance assessment, the will determine if the COO is eligible for a performance bonus as envisaged in his contract of employment based on the bonus allocation set out in clause 8.11 of this agreement.
- The results of the annual assessment and the scoring report of the COO for the purposes of bonus allocation, if applicable, will be submitted for a recommendation to the Council.
- 8.6 Personal growth and development needs must be documented in the COO's Personal Development Plan as well as the action steps and set time frames agreed to.
- 8.7 Despite the establishment of agreed intervals for assessment, the Municipal Manager may, in addition, review the COO's performance at any stage while his contract of employment remains in force.
- The Municipal Manager will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The COO will be consulted before any such change is made.
- 8.9 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.
- 8.10 In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator:
 - a) a score of 100% to 129% is awarded a performance bonus ranging from 0% to 4%
 - b) a score of 130% to 149% is awarded a performance bonus raging from 5% to 9%; and
 - c) (c) a score of 150% and above is awarded a performance bonus raging between 10%-14%

9. OBLIGATIONS OF THE MUNICIPALITY

- 9.1 The Municipality will create an enabling environment to facilitate effective performance by the COO.
- 9.2 The COO will be provided with access to skills development and capacity building opportunities.
- 9.3 The Municipality will work collaboratively with the COO to solve problems and generate solutions to common problems that may impact on the performance of the COO.
- 9.4 The Municipality will make available to the COO such resources including employees as the COO may reasonably require from time to time subject to available resources to assist his 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 COO to ensure that she complies with those performance obligations and targets.
- 9.5 The COO will, at his request, be delegated such powers by the Municipality as may in the discretion of the Municipality be reasonably required from time to time to enable his to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

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- 10.1 The Council / or Municipal Manager agrees to consult the COO within a reasonable time where the exercising of the Council's and / or Municipal Manager's powers will
 - have a direct effect on the performance of any of the COO's functions; functions
 - commit the COO to implement or to give effect to a decision made by the and/or Municipal Manager;
 - have a substantial financial effect on the Municipality.
- 10.2 The Municipal Manager agrees to inform the COO 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 COO to take any necessary action without delay.

11. CONSEQUENCE OF UNACCEPTABLE OR POOR PERFORMANCE

- 11.1 Where the Municipality is, at any time during the COO's employment, not satisfied with the COO's performance with respect to any matter dealt with in this Agreement, the Municipal Manager will give notice to the COO to attend a meeting with the Municipal Manager.
- 11.2 The COO will have the opportunity at the meeting to satisfy the Municipal Manager of the measures being taken to ensure that the COO's performance becomes satisfactory in accordance with a documented programme, including any dates, for implementing these measures.
- 11.3 The Municipality will provide systematic remedial or developmental support to assist the COO to improve his performance.
- If, after appropriate performance counselling and having provided the necessary guidance and/or 11.4 support as well as reasonable time for improvement in performance, the Municipal Manager holds the view that the performance of the COO is not satisfactory, the Municipal will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the COO, to terminate the COO's employment in accordance with the notice period set out in the COO's contract of employment.
- 11.5 Where there is a dispute or difference as to the performance of the COO under this Agreement, the Parties will confer with a view to resolving the dispute or difference.
- 11.6 Nothing contained in this Agreement in any way limits the right of the Municipality to terminate the COO's contract of employment with or without notice for any other breach by the COO of his obligations to the Municipality or for any other valid reason in law.

12. **DISPUTES**

- 12.1 In the event that the COO is dissatisfied with any decision or action of the Municipality and/or Municipal Manager in terms of this Agreement, or where a dispute or difference arises as to the extent to which the COO has achieved the performance objectives and targets established in terms of this Agreement, the COO may meet with the Municipal Manager with a view to resolving the issue. At the COO's request the Municipal Manager will record the outcome of the meeting in writing.
- 12.2 In the event that the COO remains dissatisfied with the outcome of that meeting, she may raise the issue in writing with the Executive Mayor. The Executive Mayor will determine a process within 4 (four) weeks for resolving the issue, which will involve at least providing the COO with an opportunity to state his case orally or in writing before the Executive Mayor. At the COO's request the Executive Mayor will record the outcome of the meeting in writing. The final decision of the Executive Mayor on the issue will be made within 6 (six) weeks of the issue being raised with the latter and will, subject to common law and applicable labour law, be final.

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- 12.3 If any dispute about the nature of the COO's performance agreement whether it relates to key responsibilities, priorities, methods of assessment or any other matter provided for cannot be resolved through an internal mechanism as contemplated above, the dispute will be mediated by the Municipal Manager and the within 30 days of receipt of a formal dispute from the COO.
- 12.4 In the event that the mediation process contemplated above fails, the relevant arbitration clause of the contract of employment will apply.

13.GENERAL

- 13.1 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.
- Nothing in this Agreement diminishes the obligations, duties or accountabilities of the COO in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

policies, directives or other instruments.
Signed at BARKIJASI on this 02 day of DULY 2018.
As Witnesses:
Rosema (Marie)
Municipal Manager JOE GQABI DISTRICT MUNICIPALITY
Signed at BARKLY FAST on this O2 day of JULY 2018.
As Witnesses:
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Chief Operations Officer
GQABI DISTRICT MUNICIPALITY

1. Secured funding applications submitted to potential funders 2. Report to Mayco 1. Approved Procurement Strategy 2. Council Resolution Attendance Registers Report to Mayco 2. 1, Certificates 2. Attendance Registers Reports to Mayco Report to Mayco Report to Mayco Report to Mayco Weight 20% Procurement Strategy developed and approved by Council ş Procurement Strategy developed and approved by Council Number of reports on the implementation of RAFI project Number of capacity building workshops for youth, women and people with disabilities Number of reports on the coordination of the implementation of Agripark programme Number of SMME Economic Empowerment initiatives implemented Number of information sessions for SMMEs and Co-orps held Number of reports on implementation of CWP Number of SMMEs supported to apply for funding Number of reports on monitoring of JoGEDA projects revelop SMME Number of SMMEs support activities implemented 2018/19 FINANCIAL YEAR: PERFORMANCE PLAN OF THE CHIEF OPERATIONS OFFICER LED04-01 JOE GQABI DISTRICT MUNICIPALITY LED04: Facilitate and support local economic development FED03: Facilitate and actively participate in youth, women and people with disability

Facilitate and implement job creation and poverty alleviation initiatives

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