



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 R. FORTUIN
the Director of the
JOE GQABI DISTRICT MUNICIPALITY
("the Director")**

**for the financial year:
1 July 2016 to 30 June 2017**

Handwritten signatures of Mr. Zolile Albert Williams and Mr. R. Fortuin. The signature of Mr. Zolile Albert Williams is on the left, and the signature of Mr. R. Fortuin is on the right, with the initials 'M.G.' written next to it.

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 as the Director for a period of 5(five) years 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 Director 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 Director and the annexures thereto.

"the Executive Authority" - means the Mayoral Committee of the Municipality constituted in terms of Section 55 of the Local Government: Municipal Structures Act as represented by its chairperson, the Executive Mayor.

"the Director" – means the Director Technical Services: directly accountable to the Municipal Manager in terms of Section 56(a) of the Systems Act.

"the Municipal Manager" – means the Municipal Manager appointed in terms of Section 82 of the Local Government: Municipal Structures Act, No. 117 of 1998.

"the Municipality" – means the JOE GQABI DISTRICT MUNICIPALITY.

"the Parties" - means the Municipal Manager and the Director.

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 Director and to communicate to the Director the Municipality's expectations of the Director's 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 Director for permanent employment and/or to assess whether the Director has met the performance expectations applicable to his/her job;
- 2.1.6. appropriately reward the Director 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 Director 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 2015 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.
- 3.3 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter annual performance assessment as informed by the quarterly performance assessments. Should the Director be entitled to a bonus, this will be paid out after approval by Council and not later than sixty (60) days thereafter in the Director's salary for a month that shall be applicable.
- 3.4 The payment of a performance bonus for the year in which the Director'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 Director on the last day of his/her employment or not later than 30 days thereafter.
- 3.5 In the event of the Director commencing or terminating his services with the Municipality during the validity period of this Agreement, the Director's performance for the portion of the period referred to in clause 3.1 during which he 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 council 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 Director's contract of employment for any reason.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan in Annexure A sets out:

4.1.1 the performance objectives and targets which must be met by the Director; and

4.1.2 the time frames within which those performance objectives and targets must be met.

- 4.2 The Personal Development Plan in Annexure B sets out the Director'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 Director.

- 4.4 The performance objectives and targets reflected in Annexure A are set by the Municipality in consultation with the Director and based on the Integrated Development Plan and the budget of the Municipality, and include key objectives, key performance areas, target dates and weightings.

- 4.5 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 Director'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.

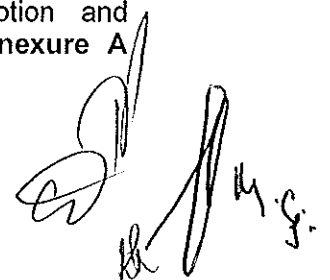
5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Director 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 Director 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 Executive Authority and/or Municipal Manager will consult the Director about the specific performance standards that will be included in the performance management system as applicable to the Director.

- 5.4 The Director undertakes to actively focus towards the promotion and implementation of her Key Performance Areas as set out in Annexure A



including special projects relevant to the Director's responsibilities within the local government framework.

6. PERFORMANCE ASSESSMENT

6.1 The performance of the Director will be assessed against the outputs and outcomes achieved in terms of her Key Performance Areas (KPAs) as fully described in **Annexure A** and her 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 Manager account for 80% of her assessment while the CMCs make up the other 20% of the Director's assessment score.

6.2 The weightings agreed to in respect of the Director's KPAs attached as **Annexure A** are set out in the table below:

KEY PERFORMANCE AREAS (KPAS)	WEIGHT
• Service Delivery and Infrastructure Provision	50%
• Local Economic Development	10%
• Financial Viability and Management	20%
• Good Governance and Public Participation	20%
Total	100%

- 6.3 The weightings agreed to in respect of the CMCs considered most critical for the Director'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		
Programme and Project Management		
Financial Management	compulsory	5%
Change Management		
Knowledge Management	X	2%
Service Delivery Innovation		
Problem Solving and Analysis	X	2%
People Management and Empowerment	compulsory	2%
Client Orientation and Customer Focus	compulsory	2%
Communication	X	2%
Honesty and Integrity		
CORE OCCUPATIONAL COMPETENCIES (COCs)		
Competence in Self Management		
Interpretation of and implementation within the legislative and national policy frameworks		
Knowledge of Developmental Local Government		
Knowledge of Performance Management and Reporting	X	3%
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	X	2%
Governance Skills		
Competence as required by other national line sector departments		
Exceptional and dynamic creativity to improve the functioning of the Municipality		
TOTAL PERCENTAGE		20%

6.4 The assessment of the performance of the Manager 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	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

- 6.5 To determine which rating on the five-point scale the Manager 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 budget - saving - overspending
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:

- 7.1.1 The Municipal Manager
- 7.1.2 Chairperson of the Audit Committee
- 7.1.3 Member of the Mayoral Committee, another member of Council
- 7.1.4 Municipal Manager from another Municipality

- 7.2 In addition an assessment the following will also be done by:

- 7.2.1 The Municipal Manager
- 7.2.2 The Director (own assessment)

- 7.3 The performance of the Manager will be assessed in relation to his/her achievement of:

- 7.3.1 the targets indicated for each KPA in Annexure A;
- 7.3.2 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

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- 7.4 Assessments in the first and third quarter may be verbal if the Director's performance is satisfactory.
- 7.5 The Municipality will keep a record of the mid-year and annual assessment meetings.
- 7.6 The Municipality may appoint an external facilitator to assist with the annual assessment.

8. EVALUATING PERFORMANCE AND THE MANAGEMENT OF EVALUATION OUTCOMES

- 8.1 The Director will submit quarterly performance reports and a comprehensive annual performance report prior to the performance assessment meetings to the Municipal Manager.
- 8.2 The Municipal Manager will give performance feedback to the Director after each quarterly and the annual assessment meetings.
- 8.3 The evaluation of the Director's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 8.4 At the end of the 4th quarter, the Executive Authority will determine if the Director is eligible for a performance bonus as envisaged in his/her contract of employment based on the bonus allocation set out in clause 8.11 of this agreement.
- 8.5 The results of the annual assessment and the scoring report of the Director for the purposes of bonus allocation, if applicable, will be submitted to the Executive Authority for a recommendation to the full Council.
- 8.6 A fully effective assessment score will render the Director eligible to be considered for a performance related increase (pay progression) as envisaged in his/her contract of employment provided the Director has completed at least 12 months continuous service with the Municipality at his/her current remuneration package on the 30th of June.
- 8.7 Personal growth and development needs identified during any performance assessment discussion, must be documented in the Manager's Personal Development Plan as well as the action steps and set time frames agreed to.
- 8.8 Despite the establishment of agreed intervals for assessment, the Municipal Manager may, in addition, review the Manager's performance at any stage while his/her contract of employment remains in force.
- 8.9 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 Director will be fully consulted before any such change is made.

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8.10 The provisions of Annexure "A" may be amended by the Executive Authority when the Municipality's performance management system is adopted, implemented and/or amended as the case may be subject to clause 5.3.

8.11 The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

8.11.1 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 the overall rating, calculated by using the applicable assessment-rating calculator; provided that -

(a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

(b) a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

9. OBLIGATIONS OF THE MUNICIPALITY

9.1 The Municipality will create an enabling environment to facilitate effective performance by the Director.

9.2 The Director will be provided with access to skills development and capacity building opportunities.

9.3 The Municipality will work collaboratively with the Director to solve problems and generate solutions to common problems that may impact on the performance of the Manager.

9.4 The Municipality will make available to the Director such resources including employees as the Director 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 Director to ensure that he complies with those performance obligations and targets.

9.5 The Director 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 him to meet the performance objectives and targets established in terms of this Agreement.

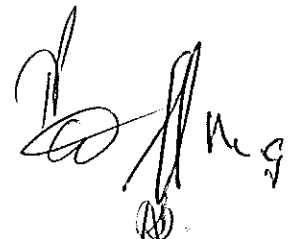
10. CONSULTATION

10.1 The Executive Authority and / or Municipal Manager agrees to consult the Director within a reasonable time where the exercising of the Executive Authority's and / or Municipal Manager's powers will -

10.1.1 have a direct effect on the performance of any of the Director's functions;

10.1.2 commit the Director to implement or to give effect to a decision made by the Executive Authority and/or Municipal Manager;

10.1.3 have a substantial financial effect on the Municipality.



- 10.2 The Municipal Manager agrees to inform the Director 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 Manager to take any necessary action without delay.

11. CONSEQUENCE OF UNACCEPTABLE OR POOR PERFORMANCE

- 11.1 Where the Municipal Manager is, at any time during the Director's employment, not satisfied with the Manager's performance with respect to any matter dealt with in this Agreement, the Municipal Manager will give notice to the Director to attend a meeting with the Municipal Manager.
- 11.2 The Director will have the opportunity at the meeting to satisfy the Municipal Manager of the measures being taken to ensure that the Manager'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 Director to improve his/her performance.
- 11.4 If, after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Municipal Manager holds the view that the performance of the Director is not satisfactory, the Municipal Council will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Manager, to terminate the Manager's employment in accordance with the notice period set out in the Director's contract of employment.
- 11.5 Where there is a dispute or difference as to the performance of the Director 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 Director's contract of employment with or without notice for any other breach by the Director of his obligations to the Municipality or for any other valid reason in law.
- ## 12. DISPUTES
- 12.1 In the event that the Director is dissatisfied with any decision or action of the Executive Authority and/or Municipal Manager in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Director has achieved the performance objectives and targets established in terms of this Agreement, the Director may meet with the Municipal Manager with a view to resolving the issue. At the Director's request the Municipal Manager will record the outcome of the meeting in writing.
- 12.2 In the event that the Director remains dissatisfied with the outcome of that meeting, he 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 Director with an opportunity to

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state his case orally or in writing before the Executive Mayor. At the Director'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.

12.3 If any dispute about the nature of the Director'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 MEC for local government in the province or any other person appointed by the MEC within 30 days of receipt of a formal dispute from the Director.

12.4 In the event that the mediation process contemplated above fails, the relevant arbitration clause of the contract of employment will apply.


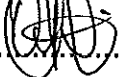
13. GENERAL

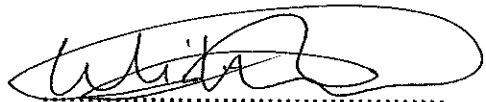
13.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential, and may be made available to the public by the Municipality, where appropriate.

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

Signed at BARKW EST on this 01 day of July 2016.

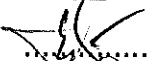

As Witnesses:


- 1. 
- 2. 

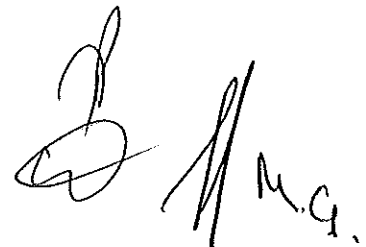

 Municipal Manager of the
 JOE GQABI DISTRICT
 MUNICIPALITY

Signed at Barkly Est on this 01 day of July 2016.

As Witnesses:

- 1. 
- 2. 


 Director Technical Services of
 the JOE GQABI DISTRICT
 MUNICIPALITY





JOE GOABI
DISTRICT MUNICIPALITY

2016/17 FINANCIAL YEAR: PERFORMANCE PLAN

DIRECTOR TECHNICAL SERVICES: MR. R. FORTUIN

**OFFICE OF THE MUNICIPAL MANAGER:
GQABI DISTRICT MUNICIPALITY**

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JOE QQABI DISTRICT MUNICIPALITY
2016/2017 FINANCIAL YEAR: PERFORMANCE PLAN OF THE DIRECTOR: TECHNICAL SERVICES

KPA 1- SERVICE DELIVERY AND INFRASTRUCTURE PROVISION		KPA WEIGHT: 50%										
STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2016)	ANNUAL TARGET	QUARTERLY TARGETS				Audit Evidence	Responsible Person	
						QRT 1 Plan	QRT 2 Plan	QRT 3 Plan	QRT 4 Plan			
Provide universal access to basic services	SD01: Maintain and rehabilitate water infrastructure	SD01-01-01	Number of business plans for capital projects submitted to potential funders	2 Business Plan submitted	2	N/A	2	N/A	N/A	N/A	Business plan, Proof of submission	Technical Services Director
		SD03: Expand and fast-track the provision of universal access to water and sanitation	SD03-02-01	Number of households provided with portable water service in the current financial year	2036	5000 households	N/A	N/A	N/A	5000	Report to Mayco	Technical Services Director
			SD03-03-01	Number of households provided with sanitation service in the current financial year (toilets)	6454	5000 households	N/A	N/A	N/A	5000	Report to Mayco	Technical Services Director
	SD05: Support rehabilitation of all gravel roads throughout the District	SD05-01	Number of kilometres of gravel roads graded per quarter as per the DRPW SLA	3321	2600 kms	700 kms	700 km	700 km	700 km	700 km	Monthly report to top management	Technical Services Director
						700 kms	700 km	700 km	700 km	700 km	700 km	

KPA 2: LOCAL ECONOMIC DEVELOPMENT							KPA WEIGHT: 10%			
STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2016)	ANNUAL TARGET	QUARTERLY TARGETS				Responsible Person
						Qrt 1 Plan	Qrt 2 Plan	Qrt 3 Plan	Qrt 4 Plan	
Facilitate and implement job creation and poverty alleviation initiatives	LED01: Implement projects and programmes through labour intensive methods	LED01-01	Number of jobs created through municipality's local economic-development initiatives including capital projects	2000	2000	500	500	500	500	Technical Services Director
KPA 3: FINANCIAL VIABILITY AND MANAGEMENT							KPA WEIGHT: 20%			
STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2016)	ANNUAL TARGET	QUARTERLY TARGETS				Responsible Person
						QRT 1 Plan	QRT 2 Plan	QRT 3 Plan	QRT 4 Plan	
Ensure effective financial management and reporting	FM01: Comply with all statutory financial reporting and management	FM01-01	% of a municipality's capital budget actually spent on capital projects identified for a particular financial year (2015/16) in terms of the municipality's IDP	100%	100%	25%	25%	25%	25%	Technical Services Director
			% spent on conditional grants	100%	100%	25%	25%	25%	25%	Technical Services Director
	FM02: Improve financial administrative capacity of the District	FM02-06-01	% of IMC Funding expenditure	66%	100%	25%	25%	25%	25%	Technical Services Director
			% of departmental operational budget actually spent	24%	100% of the budget allocated for repairs/maintenance	25%	25%	25%	25%	Technical Services Director

KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION		KPA WEIGHT: 20%									
STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2016)	ANNUAL TARGET	QUARTERLY TARGETS				Audit Evidence	Responsible Person
						QRT 1 Plan	QRT 2 Plan	QRT 3 Plan	QRT 4 Plan		
Ensure integrated planning and performance management	GG04: Establish and support municipal oversight, mechanisms and processes	GG04-05-01	Number of signed performance agreements for managers directly reporting to the Municipal Manager	1	1	N/A	N/A	N/A	Signed performance agreement	Technical Services Director	
		GG04-07-01	Number of departmental Quarterly performance reports prepared	4	4	1	1	1	Quarterly reports	Technical Services Director	
		GG04-07-02	Number of Quarterly performance reports for middle management prepared	4	4	1	1	1	Report to Top Management	Technical Services Director	
		GG04-08-01	% of previous years audit queries addressed	100%	100%	100%	100%	100%	Audit action plan report	Technical Services Director	
		GG04-09-01	Number of update risk register submitted	1	4	1	1	1	Updated Risk Register	Technical Services Director	