



## **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 D. LUSAWANA  
the Manager of the  
JOE GQABI DISTRICT MUNICIPALITY  
("the Manager")**

**for the financial year:  
1 July 2015 to 30 June 2016**

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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 Director 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 Manager WSP 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: 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

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- 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 Manager for permanent employment and/or to assess whether the Manager has met the performance expectations applicable to his/her job;
- 2.1.6. appropriately reward the Manager 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 Manager 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 31<sup>st</sup> of July each year.
- 3.3 The payment of the performance bonus is determined by the performance score obtained during the 4<sup>th</sup> quarter annual performance assessment as informed by the quarterly performance assessments. Should the Manager be entitled to a bonus, this will be paid out after approval by Council and not later than sixty (60) days thereafter in the Manager's salary for a month that shall be applicable.
- 3.4 The payment of a performance bonus for the year in which the Manager'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 Manager on the last day of his/her employment or not later than 30 days thereafter.
- 3.5 In the event of the Manager commencing or terminating his services with the Municipality during the validity period of this Agreement, the Manager'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.

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- 3.8 This Agreement will terminate on the termination of the Manager'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 Manager; 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 Manager'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 Manager.
- 4.4 The performance objectives and targets reflected in **Annexure A** are set by the Municipality in consultation with the Manager 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 Manager'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 Manager 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 Manager 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 Manager about the specific performance standards that will be included in the performance management system as applicable to the Manager.
- 5.4 The Manager undertakes to actively focus towards the promotion and implementation of her Key Performance Areas as set out in **Annexure A**

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

## 6. PERFORMANCE ASSESSMENT

- 6.1 The performance of the Manager 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 Manager's assessment score.
- 6.2 The weightings agreed to in respect of the Manager's KPAs attached as Annexure A are set out in the table below:

KEY PERFORMANCE AREAS (KPAS)	WEIGHT
• Financial Viability and Management	30%
• Institutional Development and Transformation	10%
• Service Delivery & Infrastructure	50
• Good Governance and Public Participation	10%
<b>Total</b>	<b>100%</b>

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

<b>CORE COMPETENCY REQUIREMENTS - CCRs</b>		
<b>CORE MANAGERIAL COMPETENCIES (CMC)</b>	<b>CHOICE (x)</b>	<b>WEIGHT</b>
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		
<b>CORE OCCUPATIONAL COMPETENCIES (COCs)</b>		
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		
<b>TOTAL PERCENTAGE</b>		<b>20%</b>

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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.

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- 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 Manager (own assessment)

7.2.3

Fellow section 57 managers.

- 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:

1<sup>st</sup> Quarter - July to September

2<sup>nd</sup> Quarter - October to December

3<sup>rd</sup> Quarter - January to March

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4<sup>th</sup> Quarter - April to June

- 7.4 Assessments in the first and third quarter may be verbal if the Manager'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 Manager 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 Manager after each quarterly and the annual assessment meetings.
- 8.3 The evaluation of the Manager's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 8.4 At the end of the 4<sup>th</sup> quarter, the Executive Authority will determine if the Manager 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 Manager 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 Manager eligible to be considered for a performance related increase (pay progression) as envisaged in his/her contract of employment provided the Manager has completed at least 12 months continuous service with the Municipality at his/her current remuneration package on the 30<sup>th</sup> 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 Manager 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 Manager.

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

9.3 The Municipality will work collaboratively with the Manager 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 Manager such resources including employees as the 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 Manager to ensure that he complies with those performance obligations and targets.

9.5 The Manager 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 Manager 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 Manager's functions;

10.1.2 commit the Manager 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.


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- 10.2 The Municipal Manager agrees to inform the Manager 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 Manager'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 Manager to attend a meeting with the Municipal Manager.
- 11.2 The Manager 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 Manager 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 Manager 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 Manager's contract of employment.
- 11.5 Where there is a dispute or difference as to the performance of the Manager 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 Manager's contract of employment with or without notice for any other breach by the Manager of his obligations to the Municipality or for any other valid reason in law.
- ## 12. DISPUTES
- 12.1 In the event that the Manager 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 Manager has achieved the performance objectives and targets established in terms of this Agreement, the Manager may meet with the Municipal Manager with a view to resolving the issue. At the Manager's request the Municipal Manager will record the outcome of the meeting in writing.
- 12.2 In the event that the Manager 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

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issue, which will involve at least providing the Manager with an opportunity to state his case orally or in writing before the Executive Mayor. At the Manager'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.

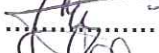

- 12.3 If any dispute about the nature of the Manager's performance agreement whether it relates to key responsibilities, priorities, methods of assessment or any other matter provided for cannot be resolved through an internal mechanism as contemplated above, the dispute will be mediated by the MEC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

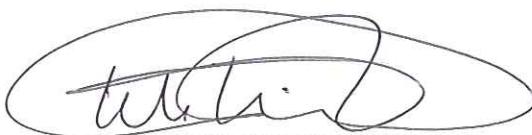
**13. GENERAL**

- 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 Manager in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Signed at Barkley East on this 29 day of FEBRUARY 2016

As Witnesses:

- 1.   
.....
- 2.   
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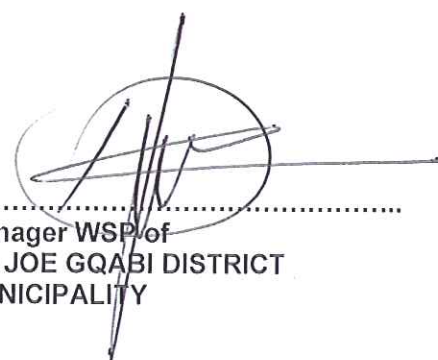


Municipal Manager of the  
JOE GQABI DISTRICT  
MUNICIPALITY

Signed at Barkley East on this 29 day of FEBRUARY 2016

As Witnesses:

- 1.   
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- 2.   
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Manager WSP of  
the JOE GQABI DISTRICT  
MUNICIPALITY



**SIYA PHAMBILI - ASIJIKI**

**JOE GQABI**  
DISTRICT MUNICIPALITY

**2015/2016 FINANCIAL YEAR:  
PERFORMANCE PLAN**

**MANAGER - WSP: MR D LUSAWANA**

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**JOE GQABI**  
DISTRICT MUNICIPALITY

**2015/2016 FINANCIAL YEAR:  
PERFORMANCE PLAN**

**REVIEWED SDBIP**

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JOE QGABI DISTRICT MUNICIPALITY  
2015/2016 FINANCIAL YEAR: PERFORMANCE PLAN OF THE MANAGER: WSP

KPA 1: SERVICE DELIVERY AND INFRASTRUCTURE PROVISION										KPA WEIGHT: 50			
STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2015)	ANNUAL TARGET	QUARTERLY TARGETS				Audit Evidence	Responsible Person		
						QRT 1 Target	QRT 2 Target	QRT 3 Target	QRT 4 Target				
Provide universal access to basic service	SD01: Maintain and rehabilitate all water and sanitation infrastructure	SD01-01	% compliance with SANS 241 for drinking water quality as per BDS (outcome)	97%	97%	97%	97%	97%	97%	BDS report on water quality	WSP		
		SD01-03	Ratio of reported water and waste water incidents on asset management system on which action is taken (LGTAS)	01:01	01:01	01:01	01:01	01:01	01:01	Quarterly to Top Management	WSP		
			Number of Water conservation and demand management awareness meetings held with Community (Output)	12 meetings and 12 ISD Reports	12 meetings and 12 ISD Reports	12 meetings and 12 ISD Reports	3 meetings and 3 ISD reports	3 meetings and 3 ISD reports	3 meetings and 3 ISD reports	N/A	WSP		
			Number of Blue Drops achieved (outcome)	Unknown	2	N/A	N/A	N/A	2		WSP		

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KPA 3: FINANCIAL VIABILITY AND MANAGEMENT							KPA WEIGHT: 30%				
STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2016)	ANNUAL TARGET	QUARTERLY TARGETS				Audit Evidence	Responsible Person
						QRT 1 Target	QRT 2 Target	QRT 3 Target	QRT 4 Target		
Ensure effective financial management and reporting	FM01: Comply with all statutory financial reporting and management	FM01-02-01	% of DWS funding expenditure (Output)	100%	100%	25%	50% (accumulative)	75% (accumulative)	100% (accumulative)	Income and expenditure report	WSP
		FM01-06	% expenditure on repairs and maintenance against the budget (Input)	73%	100%	25%	25%	25%	25%	Income and expenditure report	WSP
	FM05: Ensure and maintain clean governance	FM05-01	Attain clean audit outcomes (financial information) (Input)	Unqualified audit	Clean Audit	N/A	Clean Audit	N/A	N/A	Audit report	WSP
		FM05-01-01	% of previous year's audit queries addressed (Output)	100%	100%	100%	100%	100%	100%	Audit action plan and report	WSP
		FM05-01-02	Number of updated risk register submitted	Strategic risk register	4 reports	1 report	1 report	1 report	1 report	Proof of submission to COO	WSP
KPA 4: INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION							KPA WEIGHT: 10%				
STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2016)	ANNUAL TARGET	QUARTERLY TARGETS				Audit Evidence	Responsible Person
						QRT 1 Target	QRT 2 Target	QRT 3 Target	QRT 4 Target		

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Ensure Integrated planning and performance management	ID09: Implement effective planning and reporting mechanisms	ID09-01	Performance agreements signed by Section 56 Managers	1	1	1	1	1	N/A	N/A	N/A	Performance agreements signed by Section 56 Managers	WSP
<b>KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION</b>													
<b>KPA WEIGHT: 10%</b>													
STRATEGIC OBJECTIVE	PROGRAMME	KPI NUMBER	KEY PERFORMANCE INDICATOR	BASELINE (JUNE 2015)	ANNUAL TARGET	QUARTERLY TARGETS				Audit Evidence	Responsible Person		
						QRT 1 Target	QRT 2 Target	QRT 3 Target	QRT 4 Plan				
Ensure Integrated planning and performance management	GG05: Establish and support municipal oversight, mechanisms and processes	GG05-05-01	Number of departmental Quarterly performance reports prepared	4	4	1	1	1	1	Proof of submission to PMS Unit	WSP		
		GG05-05-02	Number of Quarterly performance reports for middle management prepared	4	4	1	1	1	1	Report to top management	WSP		

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