

**EDEN DISTRICT MUNICIPALITY**

**Performance Agreement  
for the financial year 1 March 2017 – 31 May 2017**

**EXECUTIVE MANAGER: COMMUNITY SERVICES**

Performance agreement made and entered into by and between

The Eden District Municipality and represented by the Municipal Manager (*herein and after referred as Employer*)

and

C. Africa, Executive Manager: Community Services (*herein and after referred as Employee*) for the period 1 March 2017 to 31 May 2017

Where as

- a. 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 ("the Systems Act"). The Employer and the Employee are hereinafter referred as "the Parties";
- b. Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the Parties to conclude an annual performance agreement;
- c. 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 promote local government goals; and
- d. The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act.

## 1. INTERPRETATION

1.1 In this Agreement the followings terms will have the meaning ascribed thereto:

1.1.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;

1.1.2 "the Executive Authority" – means the Mayoral Committee of the Municipality constituted in terms of Section 55 of the Local Government: Municipal Structures Act 117 of 1998 ("the Structures Act") as represented by its chairperson, the Executive Mayor;

1.1.3 "the Employee" means the Director appointed in terms of Section 82 of the Structures Act;

1.1.4 "the Employer" means the Municipality; and

1.1.5 "the Parties" means the Employer and Employee.

**2. PURPOSE OF THIS AGREEMENT**

- 2.1 To comply with the provisions of Section 57(1)(b),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;
- 2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;
- 2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 To monitor and measure performance against set targeted outputs and outcomes;
- 2.5 To establish a transparent and accountable working relationship;
- 2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and
- 2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

**3. COMMENCEMENT AND DURATION**

- 3.1 This Agreement will commence on 01 March 2017 and will remain in force until 31 May 2017.
- 3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31<sup>st</sup> of July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason;
- 3.4 If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised; and
- 3.5 Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Municipal Systems Act and Regulation 4(5) of the Regulations.

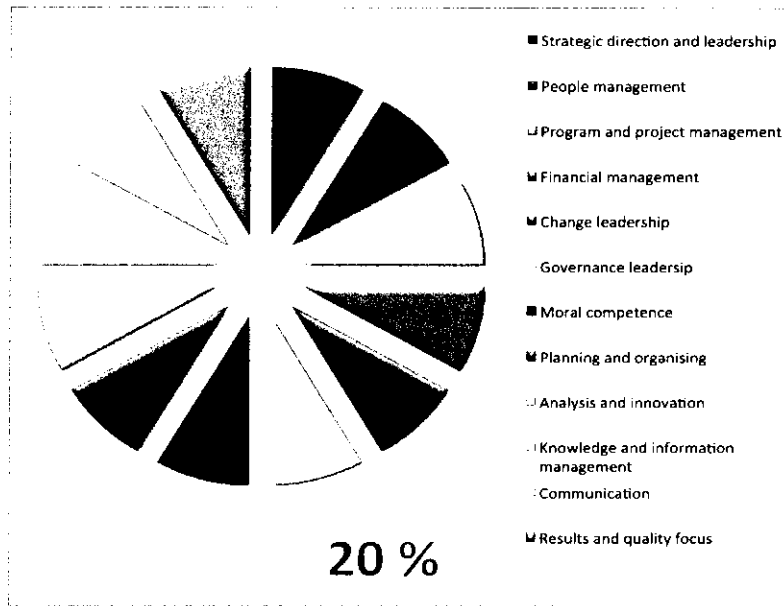
**4. PERFORMANCE OBJECTIVES**

- 4.1 The Performance Plan (Annexure A) sets out –
  - 4.1.1 The performance objectives and targets that must be met by the Employee;
  - 4.1.2 The timeframes within which those performance objectives and targets must be met; and
  - 4.1.3 The competencies (Annexure B – definitions in terms of Regulation 21 of 17 January 2014) required to operate effectively as senior managers in the local government environment.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, 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 need 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 targets must be achieved; and
  - 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 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 adopted for the employees of the Employer;
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific





**6. PERFORMANCE ASSESSMENT**

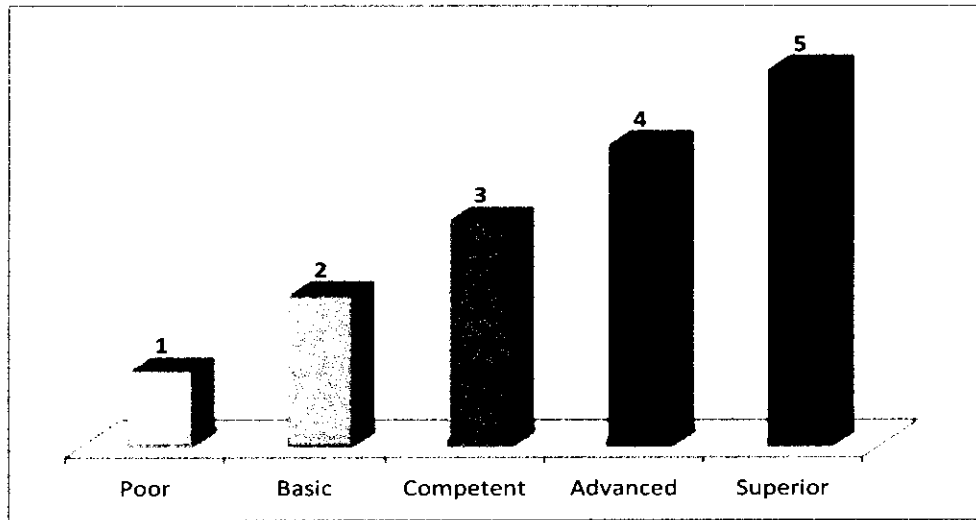
- 6.1 The Performance Plan (Annexure A) to this Agreement sets out –
  - 6.1.1 The standards and procedures for evaluating the Employee's performance; and
  - 6.1.2 The intervals for the evaluation of the Employee's performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the 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 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 Integrated Development Plan (IDP) as described in 6.6 – 6.13 below;
- 6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;
- 6.6 Assessment of the achievement of results as outlined in the performance plan:

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| Achievement Level | Description  |
|-------------------|--|
| Poor              | Do not apply the basic concepts and methods to proof a basic understanding of local government operations and requires extensive supervision and development interventions.              |
| Basic             | Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.  |
| Competent         | Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.  |
| Advanced          | Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.  |
| Superior          | Has a comprehensive understanding of local government operations, critical in strategic shaping strategic direction and change, develops and applies comprehensive concepts and methods. |

6.11 For purposes of evaluating the performance of the Employee for the mid-year and year-end reviews, an evaluation panel constituted of the following persons will be established –

6.11.1 Municipal Manager;

6.11.2 Municipal Manager from another municipality;

6.11.3 Chairperson of the Performance Audit Committee or in his/her absence thereof, the Chairperson of the Audit Committee; and

6.11.4 The Member of the Mayoral Committee (Portfolio Chairperson).

6.12 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1<sup>st</sup> and 3<sup>rd</sup> quarters; and

6.13 The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meetings.

**7. SCHEDULE FOR PERFORMANCE REVIEWS**

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

| Quarter | Review Period      | Review to be completed by |
|---------|--------------------|---------------------------|
| 1       | October – December | February 2017             |
| 2       | January – March    | April 2017 (Informal)     |
| 3       | April - June       | September 2017            |

7.2 The Employer shall keep a record of the mid-year and year-end 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; and

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 the each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

**9. OBLIGATIONS OF THE EMPLOYER**

9.1 The Employer shall-

9.1.1 Create an enabling environment to facilitate effective performance by the employee;

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- 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 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 assisting him 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 its 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
  - 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 clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

## 11. REWARD

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;
- 11.2 The payment of the performance bonus is determined by the performance score obtained during the 4<sup>th</sup> quarter and as informed by the quarterly performance assessments;

### Performance Rating

|           |                     |
|-----------|---------------------|
| 0% - 45%  | Poor performance    |
| 46% - 55% | Average Performance |
| 56% - 65% | Fair Performance    |

### Bonus Calculation:

|                     |
|---------------------|
| 0% of Total package |
| 5% of Total Package |
| 8% of Total Package |

|            |                       |                      |
|------------|-----------------------|----------------------|
| 66% - 75%  | Good Performance      | 11% of Total Package |
| 76% - 100% | Excellent Performance | 14% of Total Package |

- 11.3 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he was employed and he will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service; and
- 11.4 The Employer will submit the results of the annual assessment and the scoring report of the Employee, to full Council for purposes of recommending the bonus allocation.

## 12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 Where the Employer is, any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;
- 12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;
- 12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and
- 12.4 In the case of unacceptable performance, the Employer shall –
- 12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and
- 12.4.2 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.

## 13. DISPUTE RESOLUTION

- 13.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may within 3 (three) business days, meet with



the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;

13.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days;

13.3 In the instance where the matters referred to in 13.2 were not successfully resolved, the matter shall be referred to the Executive Mayor to mediate the issues within 30 (thirty) business days of receipt of a formal dispute from the Employee.

13.4 The decision of the Executive Mayor shall be final and binding on both parties; and

13.5 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment shall apply.

**14. GENERAL**

14.1 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; and

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at George on the 1<sup>st</sup> day of April of 2017.

**AS WITNESSES:**

- 1. [Signature]
- 2. [Signature]

[Signature]  
**MUNICIPAL MANAGER**

Thus done and signed at George on the 1<sup>st</sup> day of April of 2017

**AS WITNESSES:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

[Signature]  
**EXECUTIVE MANAGER**

EM: [Signature] MM: [Signature]