

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

NGQUSHWA LOCAL MUNICIPALITY AS REPRESENTED BY THE MUNICIPAL MANAGER

MS MISIWE PHYLLIS MPAHLWA

AND

ACTING DIRECTOR

MS NHLANHLA NOSIPHO MBEKELA

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2019- 31 AUGUST 2019

ENTERED INTO BY AND BETWEEN:

The Ngqushwa Municipality herein represented by MS. MISIWE PHYLLIS MPAHLWA in her capacity as the Municipal Manager (hereinafter referred to as the Employer)

and

MS. NHLANHLA NOSIPHO MBEKELA; the Acting Director Technical Services of the Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires to conclude an annual Performance Agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1)(b), (4B) and (5) of the Act as well as the employment contract entered into by between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountability as set out in a performance plan, which forms an annexure to the Performance Agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

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3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2019** and will remain in force until **31 August 2019** thereafter a new Performance Agreement; Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement in each quarter. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by no later than beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The performance Plan (Annexure A) sets out-
 - 4.1.1 the performance objectives and targets that must be met by the **Employee**; and
 - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 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; key performance indicators; target dates and weightings.
 - 4.2.1 The key objectives describe the main tasks that need to be done.
 - 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 The target dates describe the timeframe in which the work must be achieved.
 - 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 The **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the Employer, management and municipal staff of the **Employer**.
- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.

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

Key Performance Areas (KPA's)	Weighting
Quality Basic Services and Infrastructure Development	50%
Institutional Development and Design	10%
Local Economic Development and Spatial Planning.	15%
Financial Viability and Management	15%
Good Governance and Public Participation	10%
Total	100%

- 5.7 Key performance areas related to the functional area of the **Employee** will be subject to negotiation between the **Employer** and the **Employee**.
- 5.8 The CCRs will make up the other 20% of the **Employee's** assessment score. CCRs that are deemed to be most critical for the **Employee's** specific job will be selected (√) from the list below as agreed to between **Employer** and **Employee**. Three of the CCRs are compulsory for Managers directly accountable to Municipal Managers:



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Core Co	mpetency Requirements for Managers (CCR)	Indicate Choice: Select Yes/No	Weight
	Core Managerial Competencies		
CCR1	Strategic Capability and Leadership	Yes	10%
CCR2	Programme and Project Management	Yes	12%
CCR3	Financial Management	Compulsory	15%
CCR4	Service Delivery Innovation	Yes	10%
CCR5	People Management and Empowerment	Compulsory	15%
CCR6	Client Orientation and Customer Focus	Compulsory	12%
CCR7	Communication	Yes	5%
CCR8	Risk Management	Yes	5%
CCR 9	Audit Action Plan	Yes	5%
	Core Occupational Competencies		
CCR10	Interpretation of and implementation within the legislative and national policy framework	Yes	4%
CCR11	Knowledge of developmental local government	Yes	2%
CCR12	Knowledge of Performance Management and Reporting	Yes	5%
Total CC	R Score		100%

6. EVALUATING PERFORMANCE

- 6.1 The Municipality's Performance Management Framework 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 will be documented in a Personal Development Plan as well as the actions agreed to and implementation will 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** IDP
- 6.5 The annual performance appraisal will involve:

6.5.1 Assessment of the achievement of results as outlined in the performance plan:

- a) Each KPA will be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that have had to be performed under the KPA.
- b) An indicative rating on the five-point scale will be provided for each KPA.
- c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) will be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the CCRs



- a) Each CCR will be assessed according to the extent to which the specified standards have been met.
- b) An indicative rating on the five-point scale will be provided for each CCR.
- c) This rating will be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- d) The applicable assessment rating calculator (refer to paragraph 6.5.1) will be used to add the scores and calculate a final CCR score.

6.5.3 Overall rating

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

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

Level	Level Terminology Description		Rating				
			1	2	3	4	5
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 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 standards 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 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 of 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		
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					

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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.

- 6.7 For purposes of evaluating the annual performance of the Employee, an evalua constituted of the following persons shall be established -
 - 6.7.1 Municipal Manager;
 - 6.7.2 Chairperson of the Performance Audit Committee or the Audit Commit absence of a Performance Audit Committee
 - 6.7.3 Member of the Mayoral Committee or in respect of a plenary type municipali member of the Council; and
 - 6.7.4 Municipal Manager from another municipality.
- 6.8 The manager responsible for Human Resources of the municipality shall provide services to the evaluation panels referred to in sub-regulations (d) and (e).

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each Employee in relation to his Performance Agreement reviewed on the following dates with the understanding that reviews in the first and th may be verbal if performance is satisfactory:

First quarter Second quarter Third quarter

July - September 2019 October - December 2019

January - March 2020

Fourth quarter

- April June 2020
- 7.2 The Employer shall keep a record of the mid-year review and annual assessment m
- 7.3 Performance feedback shall be based on the Employer's assessment of the En performance.
- 7.4 The Employer will be entitled to review and make reasonable changes to the pro Annexure "A" from time to time for operational reasons. The Employee will be fully before any such change is made.
- 7.5 The Employer may amend the provisions of Annexure A whenever the per management system is adopted, implemented and / or amended as the case may case the **Employee** will be fully consulted before such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is atta Annexure B.

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall -
 - 9.1.1 create an enabling environment to facilitate effective performance by the Em
 - 9.1.2 provide access to skills development and capacity building opportunities;

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- 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 reasonable require from time to time to assist 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 the powers will have amongst others-
 - 10.1.1 a direct effect on the performance of any of the Employee's functions;
 - 10.1.2 commitment of 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 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 1% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:
 - 11.2.1 a score of 101% 129% is awarded a performance bonus ranging from 1% to 5%; and
 - 11.2.2 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.3 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 11.3 In the case of unacceptable performance, the **Employer** shall
 - 11.3.1 provide systematic remedial or developmental support to assist the **Employee** to improve his performance; and
 - 11.3.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his duties.

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12. DISPUTE RESOLUTION

- 12.1 Any dispute about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the Agreement, must be mediated by the Mayor within thirty (30) days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both parties.
- Any dispute about the outcome of the Employee's performance evaluation, must be mediated by a member of the Municipal Council, provided that such member was not part of the evaluation panel provided for in 6.8, within thirty (30) days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both parties.

13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer
- 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.	on this day of Just 2019

AS WITNESSES:





NGQUSHWA LOCAL MUNICIPALITY - PERFORMANCE AGREEMENT ANNEXURE B

PERSONAL DEVELOPMENT PLAN 2019/20

Full Names : Nhlanhla Nosipho Mbekela

Employee Number : 970188

Position : Acting Director Technical Services

KPA : Quality Basic Services and Infrastructure Development

Supervisor's Name: Ms M P Mpahlwa

NLM 2019/20 Personal Development Plan

Page 1

Table 1: Areas of Development and Formal Training

	SKILLS PERFORMANCE GAP	OUTCOME EXPECTED	SUGGESTED TRAINING AND / OR	SUCCEOTE	
1.	Legislation of municipal	Leadership skill	DEVELOPMENT ACTIVITY CPMD	SUGGESTED TIMEFRAME	SUPPOR PERSON
2.				Quarter One	Municipal
3.					Manager
4.					
le 2: (Other				

You may attend an awareness session, seminar, conference, understudying, on-the-job training within the year that will seek to address any of

#	NAME OF SESSION, SEMINAR, CONFERENCE	OBJECTIVE OF DEVE	
1.	SAICE	OBJECTIVE OF DEVELOPMENT	TO THE PARTY OF THE
	5, HOL	Update development in Engineering	PERIOD / TIMEFRAME
2.	IMESA	field	Quarter One
		Training	
			Quarter Two
1 2019	/20 Personal Development Plan		

Page 2

We, (Employee) and (Supervisor) agree that the above-mentioned areas for development and the type of intervention suggested would be engaged in to achieve objective/s for development. We also understand that due to the operational requirements and budget constraints of the Municipality (Department/division/unit), it may not be possible to undertake the training and development stated with the type of intervention stated and/or within the quarter of the year as stated. There is also an understanding between us that areas of development could be identified throughout the year and that this may change the order of priority and type of intervention as stated in the plan.

Signature: (Employee) Nordets Date: 1 July 2019

Supervisor's Signature: Markets Date: 1 July 2019

Annexure A

Strategy	Objective	Indicator	Annual Target	Budget	Baseline		UCTURE DEVELOR			Ougutan	Ounder There (6)	Ouertan E	Ounds - Fr. (4)	Io	Tv.
						Quarter One(1)Target	Quarterly One (1)Evidence Required	Quarter Two (2) Target	Quarter Two (2) Evidence Required	Quarter Three(3) Target	Quarter Three(3) Evidence Required	Quarter Four (4) Target	Quarter Four (4) Evidence Required	Custodia n	No of KPI's
	of capital projects for Internal roads and community halls by 2020 and beyond	Paving of 0.6 km of Peddie Town	Completion of 0,6 km Surfacing and Paving of Peddie Town Streets Phase 3 by 30 June 2020	R9 116 000.00	Surfacing of Peddie Town Streets - Phase 2	Advertising and appointment of contractor for Surfacing and Paving of Peddie Town Street Phase 3 by 30 September 2019	Advert and appointment letter of contractor for surfacing and paving of Peddie Town Street Phase 3.		Progress report, Site meeting minutes , attendance register and Proof of payment for surfacing and paving of Peddie Town Street Phase 3.	meeting,payment f of service provider for Surfacing and	Progress report,Site meeting minutes ,attendance register and Proof of payment for surfacing and paving of Peddie Town Street Phase 3.	completion certificate to appointed service provider and payment for Surfacing and	Practical completion certificate and Proof of payment for surfacing and paving of Peddie Town Street Phase 3.	Director : Infrastruct ure & Technical Services	
Ngqushwa by 2022 and beyond		Community Halls constructed by 30 June 2020	one Community Hall in Lewis by 30 June 2020		Applicable	for construction of Lewis Community Hall by 30 September 2019	appointment letter ,Site meeting minutes,attendanc e register and Proof of payment for construction of Lewis Community Hall.	payment of service provider for the construction of Lewis	register and Proof of payment for construction of Lewis Community Hall.	completion certificate to appointed service provider and and	certificate and Proof of payment for construction of	completion certificate to appointed	certificate and Proof of payment for construction of Lewis Community	Director :Infrastruc ture and Technical Services	BSD 2
		constructed by 30 June 2020	Leqeni Village Internal Streets (3.5km) by 30 June 2020	R3 494 800.00	Applicable	,development of premelinery design report and payment of service provider for the construction of 3.5km internal road in Legeni village by 30 September 2019	Appointment letter, Premelinery Design Report and Proof of Payment for Construction of Leqeni village internal road.	3.5km internal road in Leqeni	Appointment letter, Site meeting minutes,attendan ce register and Proof of payment for Construction of Leqeni village internal road.	completion certificate to appointed service provider	certificate and Proof of payment for Leqeni village internal road.	certificate to	certificate and Proof of payment for Leqeni village	Director :Infrastruc ture and Technical Services	BSD 3
		constructed by 30 June 2020	Construction of Rura Village Internal Roads (3.5km) by 30 June 2020		Applicable	,development of premelinery design report,payment	Appointment letter, Premelinery Design Report and Proof of Payment for Construction of Rura village internal road.	meeting,payme nt for construction of 3.5km internal road in Rura	Appointment letter, Site meeting minutes,attendan ce register and Proof of payment for Construction of Rura village internal road.	practical completion certificate to appointed service prodiver	certificate and Proof of payment for construction of Rura village internal road.	completion certificate to	certificate and Proof of payment for construction of Rura village	Director :Infrastruc ture and Technical Services	BSD 4

		Number of km constructed by 30 June 2020	Construction of Hamburg Village Internal Roads (7km) by 30 June 2020	R1 816 000 .00	Not Applicable	Progress report,conduct site meeting,payme nt for the construction of 7km internal road in Humburg village by 30 September 2019	Progress report,Site Meeting minutes,attendand e register and Proof of payment for construction of Hamburg village internal road	service provider appointed and payment for	Practical completion certificate and Proof of payment for construction of Hamburg village Internal road.	Issuing final completion certificate to service provider appointed and payment for construction of 7km internal road in Hamburg villageby 31 March 2020	Final completion certificate and Proof of payment for contruction of Hamburg village internal road	Not Applicable	Not Applicable	Director :Infrastruc ture and Technical Services	BSD 5
		Number of km constructed by 30 June 2020	Construction of Mpekweni Village Internal Roads (7km) by 30 June 2020	R1 836 000. 00	Not Applicable	Progress report,conduct site meeting,payme nt for the construction of 7km internal road in Mpekweni village by 30 September 2019	Progress report, Site Meeting minutes, attendance register and Proof of payment for construction of Mpekweni internal road .	payment for	Practical completion certificate and Proof of payment for construction of Mpekweni Internal road	completion	Final completion certificate and Proof of payment for contruction of Mpekweni internal road	Not Applicable	Not Applicable	Director :Infrastruc ture and Technical Services	BSD 6
pr eld se en re efi t,e an ma se 20	lectrical ervices to nsure the	household provided with constructed infrastructure for eletrification by 30 June 2020	eletricity infrastructure for 300 households	R5 160 000. 00	320 households electrified	of Consultant for Preleminary		, Appointment of Contractor for construction of eletricity	letter of Contractor ,Site handover minutes,attendan ce register	eletricity infrastructure for 300 household (Excavation - Phase 1), Conduct site meeting and Payment of service provider	number of eletricity infrastructure constructed (Excavation - Phase 1),site meeting minutes,attendace registers and proof of payment.	electricity infrastructure for 300 household (Stringing of conducter and installation of transfomers - Phase 2), Conduct site meeting and	number of eletricity infrastructure constructed (Stringing of conducter and installation of transfomers - Phase 2),site meeting minutes,attendanc e register, proof of payment.	:Infrastruc ture and Technical Services	BSD 7