



PERFORMANCE AGREEMENT

made and entered into by and between the:

KANNALAND MUNICIPALITY

as represented by the Municipal Manager

M HOOGBAARD

AND

H BARNARD

the employee of the municipality for the financial year:

01 July 2016 – 30 June 2017

PERFORMANCE

AGREEMENT ENTERED INTO BY AND BETWEEN:

The Kannaland Municipality herein represented by M Hoogbaard (ID: 750630 5222 084) in his capacity as Municipal Manager (hereinafter referred to as the **Employer**)

and

H BARNARD (ID: 7308185194081) (hereinafter referred to as the **Employee**) for the period 01 July 2016 to 30 June 2017.

WHEREBY IT IS AGREED AS FOLLOWS:

- 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 to 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 secure local government policy goals.
- d. The parties wish to ensure that there is compliance with Sections 57(4A), 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" – mans the Mayoral Committee of the Municipality constituted in terms of Section 55 of the Local Government: Municipal Structures Act 117 of 1998 as represented by its chairperson, the Executive Mayor;
- 1.1.3 "The Employee" means the manager appointed in terms of Section 82 of the Structures Act;
- 1.1.4 "The Employer" means Kannaland Municipality, and
- 1.1.5 "The parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT The purpose of this Agreement is to –

- 2.1 To comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the employment contract entered into between the parties;
- 2.2 To 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 **Employer**;

- 2.3 To specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 To monitor and measure performance against set targeted outputs;
- 2.5 To use the performance agreement as the basis for assessing whether the **Employee** has met the performance expectations applicable to his or her job
- 2.6 In the event of outstanding performance, to appropriately reward the **Employee**; and
- e. give effect to the **Employer's** commitment to a performance-orientated relationship with its **Employee** in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1 July 2016 and will remain in force until 30 June 2017, after which a new Performance Agreement and Performance 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 during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the 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 objectives; 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.
- 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 KPA's (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 consist of two components, both of which shall be contained in the Performance Agreement.
 - 5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Competency Requirements (CCR's) respectively.
 - 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 5.5.3 KPA's covering the main areas of work will account for 80% and CCR's 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 and targets) 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 following weightings agreed to between the **Employer** and **Employee**:

KEY PERFORMANCE AREAS

Key Performance Areas (KPA's)	Weight
KPA1: To provide access to reliable infrastructure that will contribute to a higher quality of	80%
KPA2: To provide adequate Services and improve our Public relations	
KPA3: To strive towards a safe community in Kannaland through the proactive management of traffic, environmental health, fire and disaster risks	
KPA4: To facilitate Economic Growth and Social and Community development	
KPA5: To promote efficient and effective Governance with high levels of stakeholder participation	
KPA 6: To provide an efficient workforce by aligning our institutional arrangements to our overall strategy	
KPA 7: To strive towards a financially sustainable municipality	

5.7 The CCR's will make up the other 20% of the **Employee's** assessment score. The following CCR's were agreed to between the **Employer** and **Employee**:

CORE COMPETENCIES

~ LEADING COMPETENCIES ~		Weight
1. Strategic Direction and Leadership	* Impact and Influence	8.33%
	* Institutional Performance Management	
	* Strategic Planning and Management	
	* Organisational Awareness	
2. People Management	* Human Capital Planning and Development	8.33%
	* Diversity Management	
	* Employee Relations Management	
	* Negotiation and Dispute Management	
3. Program and Project Management	* Program and Project Planning and Implementation	8.33%
	* Service Delivery Management	
	* Program and Project Monitoring and Evaluation	
4. Financial Management	* Budget Planning and Execution	8.33%
	* Financial Strategy and Delivery	
	* Financial Reporting and Monitoring	
5. Change Leadership	* Change Vision and Strategy	8.33%
	* Process Design and Improvement	
	* Change Impact Monitoring and Evaluation	
6. Governance Leadership	* Policy Formulation	8.33%
	* Risk and Compliance Management	
	* Cooperative Governance	
~ CORE COMPETENCIES ~		Weight

1. Moral Competence	8.33%
2. Planning and Organising	8.33%
3. Analysis and Innovation	8.33%
4. Knowledge and Information Management	8.33%
5. Communication	8.33%
6. Results and Quality Focus	8.33%

6. EVALUATING PERFORMANCE

6.1 The Performance Plan to this Agreement sets out -

6.1.1 The 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** 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 should 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 had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

6.6 Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the 4 achievement levels should be provided for each CCR.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3) must then be used to add the scores and calculate a final CCR score.

6.7 Overall rating

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

6.7.2 The assessment of the performance of the **Employee** will be based on the below rating scales.

6.7.3 KPA's rating scale

Rating	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 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 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 appraisal indicates that the Employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The appraisal indicates that the Employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the 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.

6.7.4 CCRs rating scale and CCRs:

Rating	Terminology	Description
4	Superior	<ul style="list-style-type: none"> See Government notes No.37245 for the description per competency.
3	Advanced	<ul style="list-style-type: none"> See Government notes No.37245 for the description per competency.
2	Competent	<ul style="list-style-type: none"> See Government notes No.37245 for the description per competency.
1	Basic	<ul style="list-style-type: none"> See Government notes No.37245 for the description per competency

- 6.8 For purposes of evaluating the annual performance, an evaluation panel constituted of the following persons must be established -
- 6.8.1 Municipal Manager;
 - 6.8.2 Chairperson of the audit committee;
 - 6.8.3 Member of the mayoral committee
 - 6.8.4 Municipal manager from another municipality.
- 6.9 The Employer's manager responsible for human resources must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

7. SCHEDULE FOR PERFORMANCE MONITORING, REVIEW AND ASSESSMENT

- 7.1 The performance of each **Employee** in relation to his/her Performance Plan shall be –
- 7.1.1 monitored on a monthly basis;
 - 7.1.2 reviewed on a quarterly basis on the following dates:

Reporting Period	Assessment Date
First quarter(July-September):	October
Second quarter (October-December):	January
Third quarter (January-March):	April
Fourth quarter (April-June):	July

- 7.1.3 formally assessed on an annual basis in August 2017.
- 7.2 The **Employer** shall keep a record of the mid-year review and annual 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.
- 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. OBLIGATIONS OF THE EMPLOYER

- 8.1 The **Employer** shall –
- 8.1.1 create an enabling environment to facilitate effective performance by the **Employee**;
 - 8.1.2 provide access to skills development and capacity building opportunities;

- 8.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
- 8.1.4 on the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and
- 8.1.5 make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

9. CONSULTATION

- 9.1 The **Employer** agrees to consult the **Employee** timely where the exercising of the powers will have amongst others –
 - 9.1.1 a direct effect on the performance of any of the **Employee's** functions;
 - 9.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
 - 9.1.3 a substantial financial effect on the **Employer**.
- 9.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 9.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

10. REWARDS

- 10.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;
- 10.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments.
- 10.3 In the event of the Employee terminating his service 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
- 10.4 The Employer will submit the total score of the annual assessment and of the Employee, to full Council for purposes of recommending the bonus allocation.

11. MANAGEMENT OF ASSESSMENT OUTCOMES

- 11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 In the case of unacceptable performance, the Employer shall –

- 11.2.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 11.2.2 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.

12. DISPUTE RESOLUTION

- 12.1 Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and! or any other matter provided for, shall be mediated by a member of the municipal council within thirty (30) days of receipt of a formal dispute from the **Employee**, provided that such member was not part of the evaluation panel provided for in Paragraph 6.7 of this Agreement. The decision of this member shall be final and binding on both parties.
- 12.2 In the event that the mediation process contemplated above fails, the dispute resolution stipulations in the Contract of Employment shall apply.

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

Thus **done** and **signed** at on this the day of20...

AS WITNESSES:

1. _____

EMPLOYEE

1. _____

MUNICIPAL MANAGER

Performance Plan: Executive Manager: Corporate Services

Period: 2016-2017

<i>Name</i>	: Hendrik
<i>Surname</i>	: Barnard
<i>Employee No</i>	: 00000085
<i>Post Name</i>	: Executive Manager - Corporate Services

Job Purpose:

Responsible for directing and managing the following functions within the municipality:

- Property and Building plan Administration
- Human Resources
- General Administration
- Legal Services
- Community Services
- Waste Management
- Housing Services
- Traffic Services

Key Responsibilities:

- To ensure that the administration of the Municipality is running smoothly, that all administrative and legal processes and prescripts are complied with.
- To provide sufficient and proper HR functions, appoint the necessary staff and ensure proper training and functioning.
- To ensure that the property portfolio of the Municipality is properly administered, maintained and all related matters are being dealt with.
- To ensure that all legal matters are attended to, that all contracts, tenders, documentation comply with legislative procedures and to provide legal advice where needed.
- To provide sufficient and proper community services to the community.
- To provide sufficient and proper housing services.
- To provide sufficient and proper traffic services.
- To provide sufficient and proper town planning services.
- To ensure that a service of high quality, standards and professional is rendered by the sections within Corporate Services.

Individual Key Performance Indicators

[80]

KPA 4: To Facilitate Economic Growth and Social and Community development

IDP Ref	KPA	Key Focus Area	Department	Indicator	Indicator Definition	TYPE	Qtr 1 Target	Qtr 2 Target	Qtr 3 Target	Qtr 4 Target	Annual Target	Annul Target Date	Weighting
KPI. 19	KPA 4: To Facilitate Economic Growth and Social and Community development	KFA14: Sustainable Human Settlements (housing)	Corporate Services	Provide 150 houses in Calitzdorp in terms of the Integrated Human Settlement Plan by 30 June 2017	Provide adequate housing to residents.	Output	0	0	0	150 houses	150 houses	30 June 2017	50

KPA 5: To Promote efficient and effective Governance with high levels of stakeholder participation

IDP Ref	KPA	Key Focus Area	Department	Indicator	Indicator Definition	TYPE	Qtr 1 Target	Qtr 2 Target	Qtr 3 Target	Qtr 4 Target	Annual Target	Annul Target Date	Weighting
KPI. 16	KPA 5: To Promote efficient and effective Governance with high levels of stakeholder participation	KFA21: Governance Structures, Risk and IGR	Corporate Services	Minimum number of General Council meetings to be held per annum.	Minimum of 4 Council meetings to be held per annum.	Process	1	1	1	1	4 per annum	30 June 2017	10
KPI. 17	KPA 5: To Promote efficient and effective Governance with high levels of stakeholder participation	KFA21: Governance Structures, Risk and IGR	Corporate Services	Minimum number of Mayoral Committee meetings to be held per annum.	Minimum of 4 (minuted) Mayoral Committee meetings to be held per annum.	Process	1	1	1	1	4 per annum	30 June 2017	10

KPA 6: To Provide an efficient workforce by aligning our institutional arrangements to our overall strategy

IDP Ref	KPA	Key Focus Area	Department	Indicator	Indicator Definition	TYPE	Qtr 1 Target	Qtr 2 Target	Qtr 3 Target	Qtr 4 Target	Annual Target	Annul Target Date	Weighting
KPI. 18	KPA 6: To Provide an efficient workforce by aligning our institutional arrangements to our overall strategy	KFA26: Human Capital and Skills Development	Corporate Services	Vacancy rate of the entire approved staff establishment	Total number of vacancies / total no of approved posts on Organisational Structure.	Outcome	10 %	25%	45%	20%	100%	30 June 2017	10
NKP I.6	KPA 6: To Provide an efficient workforce by aligning our institutional arrangements to our overall strategy	KFA25: Organisational Structure	Corporate Services	(NKPI - 5) The number of people from employment equity target groups employed in the three highest levels of management in compliance with a municipality's approved employment equity plan	The indicator measures the number of people from employment equity target	Output	0	0	0	C = 7 A = 2 W = 2 Dsl = 1	C = 7 A = 2 W = 2 Dsl = 1	30 June 2017	5

IDP Ref	KPA	Key Focus Area	Department	Indicator	Indicator Definition	TYPE	Qtr 1 Target	Qtr 2 Target	Qtr 3 Target	Qtr 4 Target	Annual Target	Annul Target Date	Weighting
NKP I.7	KPA 6: To Provide an efficient workforce by aligning our institutional arrangements to our overall strategy	KFA26: Human Capital and Skills Development	Corporate Services	(NKPI -6)The percentage of a municipality's budget actually spent on implementing its workplace skills plan.	(NKPI -6)The percentage of a municipality's budget actually spent on implementing its workplace skills plan.	Outcome	10 percent	20 percent	30 percent	35 percent	95 percent	30 June 2017	15

Overall Departmental Performance – as per Departmental SDBIP

Quarter	Evaluation Period	Weight
Quarter 1	1 July 2016 – 30 September 2016	10
Quarter 2	1 October 2016 – 31 December 2016	10
Quarter 3	1 January 2017 – 31 March 2017	35
Quarter 4	1 April 2017 – 30 June 2017	10
Annual	1 July 2017 – 30 June 2017	35

Core Competencies - <choose as applicable - select weight> [20]

~ LEADING COMPETENCIES ~		Weight
1. Strategic Direction and Leadership	* Impact and Influence	8.33%
	* Institutional Performance Management	
	* Strategic Planning and Management	
	* Organisational Awareness	
2. People Management	* Human Capital Planning and Development	8.33%
	* Diversity Management	
	* Employee Relations Management	
	* Negotiation and Dispute Management	
3. Program and Project Management	* Program and Project Planning and Implementation	8.33%
	* Service Delivery Management	
	* Program and Project Monitoring and Evaluation	
4. Financial Management	* Budget Planning and Execution	8.33%
	* Financial Strategy and Delivery	
	* Financial Reporting and Monitoring	
5. Change Leadership	* Change Vision and Strategy	8.33%
	* Process Design and Improvement	
	* Change Impact Monitoring and Evaluation	
6. Governance Leadership	* Policy Formulation	8.33%
	* Risk and Compliance Management	
	* Cooperative Governance	
~ CORE COMPETENCIES ~		Weight
1. Moral Competence		8.33%
2. Planning and Organising		8.33%
3. Analysis and Innovation		8.33%
4. Knowledge and Information Management		8.33%
5. Communication		8.33%
6. Results and Quality Focus		8.33%

Executive Manager: _____ Municipal Manager _____