PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

Mr. JH DE KLERK

The Municipal Manager of the Zululand District Municipality ("The Municipal Manager")

AND

MR. SB NKOSI

The Head of Department reporting to the Municipal Manager ("The Head of Department")

FOR THE

FINANCIAL YEAR: 01 JULY 2009 - 30 JUNE 2010

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PERFOMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Zululand District Municipality herein represented by **J.H. de Klerk** (full names), in his capacity as Municipal Manager (hereinafter as the **Employer** or Supervisor)

And

Sipho Bhekisizwe Nkosi (full name), Employee of the Municipality (hereinafter to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Municipality has entered into a contract of employment with the Chief Financial Officer for a period of five (5) years, ending on **31 July 2011** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 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.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Chief Financial Officer reporting to the Municipal Manager, to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that the Municipal Manager will be responsible for facilitating the setting and evaluation of performance objectives and

_ 2 M targets on behalf of the Council. The Municipal Manager shall report to the Council in regard to the above.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 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 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 or her 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 date of signature by both parties, which will be as soon as reasonably possible after, and subject to paragraph 3.3, will continue in force until a new Performance Agreement is concluded between the parties as contemplated in paragraph 3.2, hereafter a new 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 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 Chief Financial Officer 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 Chief Financial Officer; and

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- 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 Municipal Manager in consultation with the Chief Financial Officer, and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget, 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.

5. PERFOMANCE MANAGEMENT SYSTEM

- 5.1 The Chief Financial Officer accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Municipality, management and municipal staff to perform to the standards required.
- 5.2 The Municipal Manager will consult the Chief Financial Officer about the specific performance standards that will be included in the Performance Management System as applicable to the Chief Financial Officer.
- 5.3 The Municipal Manager 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.



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- 5.4 The criteria upon which the performance of the Chief Financial Officer shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.4.1 The CHIEF FINANCIAL OFFICER must 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.
- 5.4.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.4.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.5 The CHIEF FINANCIAL OFFICER 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 agreed to between the Mayor and Municipal Manager.

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	15%
Financial Management	55%
Good Governance and Clean & Sound Administration	30%
Total	100%

5.6 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.





5.7 The CCRs will make up the other 20% of the Chief Financial Officer's assessment score. CCR's that are deemed to be most critical for the Chief Financial Officer's specific job should be selected ($\sqrt{}$) from the list below as agreed to between the Municipal Manager and Chief Financial Officer. Three of the CCRs are compulsory for the CHIEF FINANCIAL OFFICER:

CORE MANAGERIAL COMPETENCIES (CMC)	_	WEIGHT
Financial Management	х	20
Strategic Capacity and Leadership		10
Client Orientation and customer focus	x	20
Problem Solving and Analysis	×	10
People Management and Employment	x	10
CORE OCCUPATIONAL COMPETENCIES (CC)		
Competence in Self Management	х	10
Knowledge of Performance Management and Reporting	×	10
Exceptional and dynamic creativity to improve the functioning of the municipality	×	10
Total percentage		100%

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure "A") to this Agreement sets out:
- 6.1.1 the standards and procedures for evaluating the Chief Financial Officer performance; and
- 6.1.2 the intervals for the evaluation of the Chief Financial Officer performance.
- Despite the establishment of agreed intervals for evaluation, the Municipal Manager may, in addition, review the Chief Financial Officer 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 Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 6.4 Any submission/achievement required in accordance with a KPI will be deemed to be submitted/achieved, only after the Municipal Manager was satisfied that the submission/achievement was of sufficient quality
- 6.5 The annual performance appraisal with 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.

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- (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.

6.5.2 Assessment of the CCRs

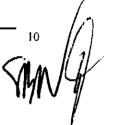
- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each CCR
- This rating should be multiplied by the weighting given to each CCR (c) during the contracting process, to provide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

6.5.3 Overall rating

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

6.6 The assessment of the performance of the Chief Financial Officer will be based on the following rating scale for KPA's and CCRs:

Level	Terminology	Description	Ra	ting			
<u> </u>			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 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 other 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 standards required for the job in key areas. Performance meets some standards expected for the job. The review / assessment indicate 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 14 1				
1	Unaccepted performance	Performance does not meet the standards expected for the job. The review / assessment indicate that the employee has achieved below fully effective				- "	



results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.	

- 6.7 For purpose of evaluating the annual performance of the CHIEF FINANCIAL OFFICER, an evaluation panel constituted of the following persons must be established –
- 6.7.1 Municipal Manager;
- 6.7.2 Chairperson of performance audit committee
- 6.7.3 Member of the executive committee
- 6.7.4 Municipal Manager from another municipality
- 6.8 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panel referred to in sub-regulations (d) and (e).

7. SCHEDULE FOR PERFOMANCE REVIEWS

7.1 The performance of each **Employees** in relation to his / her performance agreement shall be reviewed on the dates provided by the Municipal Manager and one member of the Executive Committee and in case of managers reporting to the Municipal Manager, the Municipal Manager with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter : 30TH September

Second quarter : 31st December

Third quarter : 31st March

Fourth quarter : 30th June



- 7.2 The Municipal Manager shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the Municipal Manager's assessment of the Chief Financial Officer's performance.
- 7.4 The Municipal Manager will be entitled to review and make reasonable changes to the provision of Annexure "A" from time to time for operational reasons. The CHIEF FINANCIAL OFFICER will be fully consulted before any such change is made.
- 7.5 The Municipal Manager 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 Chief Financial Officer 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 "B".

- 9. The Employer shall -
- 9.1.1 create an enabling environment to facilitate effective performance by the employee;
- 9.1.2 provide access to skills development and capacity building opportunities;
- 9.1.3 work collaboratively with the Chief Financial Officer to solve problems and generate solutions to common problems that may impact on the performance of the Chief Financial Officer.

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- 9.1.4 on request of the Chief Financial Officer delegate such powers reasonably required by the Head of Department to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 9.1.5 make available to the Head of Department such resources as the Head of Department may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

- 10.1 The Municipal Manager agrees to consult the Chief Financial Officer timely where the exercising of the powers will have amongst others -
- 10.1.1 a direct effect on the performance of any of the Head of Department's functions;
- 10.1.2 commit the Head of Department to implement or to give effect to a decision made by the Municipal Manager; and a substantial financial effect on the Municipality.
- 10.2 The Municipal Manager agrees to inform the Head of Department 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 Head of Department to take any necessary action without delay.



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11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the Head of Department's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of the all inclusive annual remuneration package may be paid to the Head of Department in recognition of outstanding performance to be constituted as follows:
- a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- 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 Municipal Manager shall -
- 11.3.1 provide systematic remedial or developmental support to assist the Head of Department to improve his or her performance; and
- 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 may consider steps to terminate the Contract of Employment of the Head of Department on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTES RESOLUTION

12.1 Any dispute about the nature of the HOD's Performance Agreement, whether it relates to key responsibilities, priorities, methods of assessment and / or any other matter provided for, shall be mediated by —

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- 12.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Head of Department; or
- 12.1.2 Any other person appointed by the MEC.
- 12.1.3 In the case of managers directly accountable to the Municipal Manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

Whose decision shall be final and binding on both parties.

12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

13. GENERAL

- 13.1 The contents of the Agreement and the outcome of any review conducted in terms of Annexure "A" 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 Chief Financial Officer in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the Chief Financial Officer must be submitted to National Minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

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Bolibnesteau OnuM (2) eansamohed	OH-1%	0.2) 25%	7 days	01,08,2016		No matters of concern		prior to 31/05/2013	٩	100%	prior to 31,05/2010
expectations (4) significantly above significantly (4)	5	<i>EZ</i> 0	0.40%	15 days	15/08/2010		Less than 6 matters of concern		0102/50/16		85% 8	prior to 31/05/2010
мили Бийу еместіче Та	X!+50	0.25	920%	30 days	91,08/2010	Unqualified	tess than 8 matters of concern	31/03/2010	30/06/2010		75%	30,06,2010
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Kbi No	9		S	51	25	53	3	22	35	13	58	\$5
inácator	To provide cost Average a must percentage effective water services arcrease in water services tariff	Sec 43 Reg 10 (g(1))): Outstanding Service Debtors to Revenue	Number of adjustments effected an relation to the number of accounts issued	Average processing time for invoices of approved work/services	To complete and submit Date Francial Statements accurate annual submitted to office of AG Francial statements within the specified francial segricide	Mature of Audit Opinion	Number of matters of concern reported	Date of approval of Tabled Budget	Final Budget approved by specified date	rumber of planned Audit and performance management committee Meetings held	Percentage of Audit and performance management resolved (i.e. actions implemented) within the pert financial year.	Fearcial Plan approved by speofied date
Objective	To provide cost effective water services	To improve revenue collection	To produce accurate statements	To process payments in i	To complete and submit accurate annual financial statements within the specified time period	To complete and submit if accomplete and submit if according for arcial statements within the specified time period.	and submit nual ternents pecified	I	To complete a budget R within the specified stime period	To have an effective Auditing Function	for have an effective of further function of function	To develop a Francial Plan (i.e. Budget Process and Time Table)
	To progressively provide a Too staffective, reTable ewater services at a good quality to all potential consumess in the district	₩	To promote good francial T practices		To promote good financial T crackes		To promote good francial To practices to francial To f	To promote good financial To complete a fudget practices within the specified time period	To promote good financial Tr practices w	To promote good financial Tr practices		To promote good financial of practices





To be a financially viable	To increase the cost	To be a financially viable To increase the cost Sec 43 (Reg 10 (gldi))): Cost		œ		3	9>	9		12	Ratio cakulated from AFS figures
Psychicipal by	coverage ratio	Coverage	99			_					signed by the CFO
To be a financially viable	To increase the debt	Sec 43 (Reg 10 (g())) Delx		0.0			9>	9		21	Ratio calculated from AFS figures
municipality	coverage ratio	Coverage Ratio			_						signed by the CFO, report listing
	•••					_					operating revenue, operating
			- 15								grands and service payments
To be a financially viable To provide sufficient	To provide sufficient	DT:SA % operating budget		02 0	MM	×26	**	*96	%86×	100%	Investments and monthy
municipality	cash resources	funded from cash	62								operating expenditure
To be a financially viable To keep a minimum	To keep a minirum	Number of days with		040		180	071	32	æ	51	1. Strategy as approved by MM 2.
municipality	cash balance to cover	excessive funds in current									Cashbook balance at morsh end,
	average monthly	account in relation to the			_						Investment Policy, Investment
	espenditure	strategy	63								Report
To be a financially viable To report timely and	To report tenety and	Date of approval of Annual		650	MM	2013/05/31 2010/04/01	2010/04/01	à	oq dn	OTOX/TO/IT OT ON	up to 31/01/2010 Certified Council Minutes
municipality	accurately	Report	69		_			2010/03/31	28/02/2010		
To be a financially viable To report timely and	To report timely and	Oute of receipt of SDBIP by		89		2010/01/30 2010/01/15	2010/03/15	þ	prior to	up to 20!0/05/15	up to 2010/05/15 SOBIP signed and dated by Mayor
municipelity	accurately	Mayor	70		-			2010/07/14	2010/07/14 14/07/2010		
To be a financially viable To report timely and	To report timely and	Number of SDBIP reports		CFO		2	3		**	17	Certified EXCO minutes on report
municipality	accurately	rabled	11								submitted
To be a firancially viable To align Capital	To align Capital	* of cap tal projects	_	CFO	MM	*08	%S6	130%		•	Budget & IOP
municipality	Programme and JOP	budgeted for in accordance									
		with the IDP					_				
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7. PERSONAL DEVELOPMENT PLAN (PDP): CHIEF FINANCIAL OFFICER

Competency Required	Skills/Performa nce GAP	Action /training and / or development activity	Suggested Time Frames	Outcomes Expected
1.Financial Management	Financial reports not odequately detailed and should comply with GRAP standards	 Attend Advanced Excel Attend CaseWare training Review reporting requirements from NT and PT Attend GRAP refresher courses Obtain Municipal Manager's approval and payment of training providers. 	30/06/2010	Detailed monthly financial report to EXCO including analysis and interpretation of financial ratios. Accurate Annual Financial Statements
2. Strategic Copacity and Leadership	Focus on mainly Strategic issues may be lacking	 Gain an understanding of Roles and responsibilities of a strategic leader by searching the web and discussion with colleagues. 	30/06/2010	1. A Strategic CFO
3.Client Orientation and customer focus 4.Problem Solving and Analysis	Customers not entirely satisfied with billing and service	Review SIZA reports and contact customers as to the level of satisfaction as to how the query was attended to.	30/06/2010	1. Satisfied internal and external customers
5.People Management and Employment	Manner of addressing issues may not be appropriate at all times.	Attend a course on Emotional Intelligence. Attend a course on motivation and team management	30/06/2010	1. Mativated and Involved Employees

	1. Improved Personality and effective use of time	SMART KPIS	1. Creative projects
	30/06/2010	30/06/2010	30/06/2010
Obtain Municipal Manager's approval and payment of training providers.	 Review Wits Business School notes on self management. 	 Review WITS Business School Notes and identify shortcomings 	 Discuss creative ideas with the Municipal Manager for implementation
	Time wasted on operational issues instead of strategic issues.	Setting SIMART KPIs	The Manager not as creative as expected
	6. Competence in self monagement	7.Knowledge of performance Management Systems	8.Exceptional and dynamic creativity to improve the functioning of the municipolity

MM's Signature:

CFO's Signature: