

SENIOR MANAGEMENT SERVICES PERFORMANCE AGREEMENT

COUNCILLOR M.A. HLATSHWAYO

The Mayor of the Zululand District Municipality
("The Mayor")

AND

Mr. J.H de Klerk

The Municipal Manager reporting to the Mayor
("The Municipal Manager")

Financial year: 01 July 2016 - 30 June 2017


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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Zululand District Municipality herein represented by Councillor M.A. Hlatshwayo in his capacity as Mayor (hereinafter referred to as the Employer or Supervisor)

And

Mr. J.H de Klerk, Employee of the Municipality (hereinafter referred to as the Employee or Municipal Manager).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Municipality has entered into a contract of employment with the Head of Department: Planning for a period of one year, ending on 30 June 2017 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 Municipal Manager reporting to the Mayor to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that the Mayor will be responsible for facilitating the setting and evaluation of performance objectives and targets on behalf of the Municipality. The Mayor 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, reflected as Annexure A to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 monitor and measure the core competencies against competency behavioural standards;
- 2.6 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.7 in the event of outstanding performance, to appropriately reward the employee;
- 2.8 proactively focus on the development of the Municipal Manager (Personal Development Plan – Annexure B);
- 2.9 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 1st of July 2016 and will be applicable until the 30th of June 2017. This agreement will remain until a new Performance Agreement is concluded between the parties, if required during the performance cycle.
- 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 no later than the beginning of each successive financial year.
- 3.3 This Agreement should be read in conjunction with the Contract of Employment and this agreement will terminate on the termination of the Municipal Manager's Contract of Employment.
- 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 Municipal Manager ; 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 Mayor in consultation with the Municipal Manager, and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP), and shall include key objectives, key performance indicators, target dates and weights.
- 4.3 The key objectives describe the main tasks that need to be done.
- 4.4 The key performance indicators provide a means to measure the extent to which a key objective has been achieved.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Municipal Manager 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 Mayor will consult the Municipal Manager about the specific performance standards that will be included in the Performance Management System as applicable to the Municipal Manager.
- 5.3 The Mayor 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.
- 5.4 The criteria upon which the performance of the Municipal Manager shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

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- 5.5 The Municipal Manager must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and Competencies (Critical Leading Competencies (CLC's) and Core Competencies (CC's) respectively.
- 5.6 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.7 KPAs covering the main areas of work will account for 80% and CLC's and CC's will account for 20% of the final assessment.
- 5.8 The Municipal Manager's assessment will be based on his performance in terms of the 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 the Municipal Manager.

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	10%
Municipal Financial viability and management	30%
Local and Economic development	10%
Good governance and public participation	40%
Municipal Transformation and Institutional Development	10%
Total	100%

- 5.9 The critical Leading Competencies (CLC) and Core Competencies (CC) as per Annexure A of the Local Government: Competency Framework for Senior Managers will make up the other 20% of the Employee's assessment score. There is no hierarchical connotation and all competencies are essential to the role of the Municipal Manager. All competencies must therefore be selected from the list below as agreed to between the Employer and the Employee:

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CRITICAL LEADING COMPETENCIES		WEIGHT
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	10%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	20%
Programme and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	5%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Evaluation • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	5%
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Co-operative Governance 	10%
CORE COMPETENCIES		
Moral Competence		10%
Planning and Organising		5%
Analysis and Innovation		5%
Knowledge and Information Management		5%
Communication		5%
Results and Quality Focus		10%
Total percentage		100%

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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 Municipal Manager performance; and

6.1.2 the intervals for the evaluation of the Municipal Manager's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Mayor may, in addition, review the Municipal Manager'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 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 Mayor was satisfied that the submission/achievement was of sufficient quality.

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.

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- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

6.5.2 Assessment of the CLC's and CC's

- (a) Each CLC and CC 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 CLC and CC
- (c) This rating should be multiplied by the weighting given to each CLC and CC during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator must then be used to add the scores and calculate a final CLC and CC score.

6.5.3 Overall rating

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

6.5.4 The assessment of the performance of the Municipal Manager will be based on the following rating scale for KPA's and CLC and CCs:

Level	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year.
4	Performance	Performance is significantly higher than the standard

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	significantly above expectations	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	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.

6.6 For purpose of evaluating the annual performance of the Municipal Manager an evaluation panel constituted of the following persons must be established –

- a) Mayor;
- b) Chairperson of performance audit committee
- c) Member of the executive committee
- d) Mayor from another district municipality

6.7 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) of the Municipals Systems Act (Act no 32 of 2000).

7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1 The performance of the employee in relation to his performance agreement shall be reviewed on the dates provided by the Mayor 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	:	14 October 2016
Second quarter	:	13 January 2017
Third quarter	:	14 April 2017
Fourth quarter	:	14 July 2017

- 7.2 The Mayor shall keep record of the mid-year review and annual assessment meetings.

- 7.3 Performance feedback shall be based on the Mayor's assessment of the Municipal Manager's performance.

- 7.4 The Mayor will be entitled to review and make reasonable changes to the provision of Annexure A from time to time for operational reasons. The Municipal Manager will be fully consulted before any such change is made.

- 7.5 The Mayor 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 Municipal Manager will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

- 8.1 The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

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

9. CONSULTATION

- 9.1 The Mayor agrees to consult the Municipal Manager timely where the exercising of the powers will have amongst others:
 - 9.1.1 a direct effect on the performance of any of the Municipal Manager's functions;

- 9.1.2 commit the Municipal Manager to implement or to give effect to a decision made by the Mayor; and
- 9.1.3 a substantial financial effect on the Municipality.

9.2 The Mayor agrees to inform the Municipal Manager of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Municipal Manager to take any necessary action without delay.

10. MANAGEMENT OF EVALUATION OUTCOMES

10.1 The evaluation of the Municipal Managers performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

10.2 A performance bonus for the Municipal Manager in recognition of outstanding performance to be constituted as follows:

- a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- b) a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

10.3 In the case of unacceptable performance, the Mayor shall –

- a) provide systematic remedial or developmental support to assist the Municipal Manager to improve his or her performance; and
- b) after appropriate performance counselling and having provided the necessary guidance and / or support as well as reasonable time for improvement in performance, the Mayor may consider alternative steps as advised through a formal disciplinary hearing.

11. DISPUTES RESOLUTION

- 11.1 In the event that the employee is dissatisfied with any decision or action of the Council 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 meet with the employer with a view to resolving the issue.
- 11.2 During the meeting the employer will record the outcome of the meeting in writing.
- 11.3 If the parties could not resolve the issues as mentioned in 11.1 the matter should be referred to the Municipal Council (or any other person appointed by the 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 Municipal Manager
- 11.4 If the parties do not agree, the dispute may be referred to a mediator, mutually agreed upon by both parties whose decision shall be final and binding on matters covered in this agreement.
- 11.5 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

12. GENERAL

- 12.1 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.

12.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of The Municipal Manager in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

12.3 The performance assessment results of the Municipal Manager must be submitted to the MEC for Local Government in the provincial government and the National Minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus done and signed at **Ulundi** on this *8th* day of **July 2016**

AS WITNESSES:

1.

2.

[Handwritten signatures of witnesses]

.....
**THE MAYOR
ZULULAND DISTRICT MUNICIPALITY**

Signed at **Ulundi** on this day of **July 2016**

AS WITNESSES:

1.

2.

[Handwritten signatures of witnesses]

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**MUNICIPAL MANAGER, ZULULAND DISTRICT
MUNICIPALITY**

ANNEXURE A: PERFORMANCE PLAN FOR THE MUNICIPAL MANAGER 2016/2017

NO	Objective	Indicator		Quarterly targets				Annual target (2016/2017)	
				Q1	Q2	Q3	Q4		
Basic Service Delivery					Total weight				10%
1	Maximise the implementation of IDP identified projects	Percentage of a municipality's budget actually spent on identified projects for a particular financial year in terms of the municipality's IDP	9	20% of municipality's budget spent by 30 Sept 2016	40% of municipality's budget spent by 30 Dec 2016	70% of municipality's budget spent by 30 Mar 2017	100% of municipality's budget spent by 30 Jun 2017	100% of municipality's budget spent by 30 Jun 2017	
Municipal Financial viability and management									30%
2	Report timely and accurately	Maintain unqualified audit opinion from the Auditor General	18	Measured in the second quarter	Unqualified	Measured in the second quarter	Measured in the second quarter	Unqualified with matters	
Local and Economic Development					Total Weight				10%
3	Co-Ordinated and Integrated Regional Economic Development	Number of jobs created through LED initiatives and capital projects	31	50 jobs created by 30 Sept 2016	50 jobs created by 30 Dec 2016	50 jobs created by 30 Mar 2017	50 jobs created by 30 Jun 2017	200 jobs created by 30 Jun 2017	
Good Governance & Public Participation					Total Weight				40%
4	Manage performance effectively	6 performance agreements signed by 56 Section Managers by specified date	44	6 performance agreements signed by Section 56 Managers by 01 Jul 2016	Measured in the first quarter	Measured in the first quarter	Measured in the first quarter	6 performance agreements signed by Section 56 Managers by 01 Jul 2016	
5	Maintain Institutional Capacity to render Municipal Services	Average number of vacancies in critical posts in relation to organogram by end of the financial year	45	≤2 vacancies in critical posts by 30 Sept 2016	≤2 vacancies in critical posts by 30 Dec 2016	≤2 vacancies in critical posts by 30 Mar 2017	≤2 vacancies in critical posts by 30 Jun 2017	≤2 vacancies in critical posts by 30 Jun 2017	
Municipal transformation and institutional development					Total Weight				10%
6	Implement and Manage Employment Equity	Number of people from employment equity target groups employed in the three highest levels of Management in compliance with a municipality's employment equity plan	52	13 people from employment equity target groups employed by	13 people from employment equity target groups employed by	13 people from employment equity target groups employed by	13 people from employment equity target groups employed by 30 Jun 2017	13 people from employment equity target groups employed by	

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NO	Objective	Indicator	Quarterly targets				Annual target (2016/2017)
			Q1	Q2	Q3	Q4	
			30 Sept 2016	30 Dec 2016	30 Mar 2017		30 Jun 2017

Municipal Manager's signature: _____

Mayor signature: _____

ANNEXURE B: PERSONAL DEVELOPMENT PLAN

Competency to be addressed	Proposed actions	Responsibility	Time-frame	Expected outcome
Advanced project management	Course at reliable service provider	Municipal Manager		Capable to strategise and to utilise techniques and processes necessary to manage successful projects.
Performance management	Capacity building on Local Government general performance management principles	Municipal Manager		Capable to implement Local Government performance management effectively

Signed and accepted by Municipal Manager

Date: 8/07/16

Signed by the Mayor on behalf of the Municipality

Date: 08/07/16

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