


DAWID KRUIPER MUNICIPALITY

Performance Agreement
for the financial year 01 July 2022 – 30 September 2022

MUNICIPAL MANAGER



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Performance Agreement

Performance agreement made and entered into by and between

The Dawid Kruiper Municipality and represented by the Executive Mayor (*herein and after referred as Employer*)

and

Elias Ntoba the Municipal Manager (*herein and after referred as Employee*) for the period 01 July 2022 to 30 September 2022

Where as

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

1. INTERPRETATION

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

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


1.1.2 "the Executive Authority" – means the Mayoral Committee of the Municipality constituted in terms of Section 60 of the Local Government: Municipal Structures Act 117 of 1998 ("the Structures Act") as represented by its chairperson, the Executive Mayor;

1.1.3 "the Employee" means the Municipal Manager appointed in terms of Section 54A of the Systems Act;

1.1.4 "the Employer" means the Municipality; and

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1.1.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

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

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on 01 July 2022 and will remain in force until 30 September 2022 where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;
- 3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason;
- 3.4 If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised; and

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- 3.5 Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Municipal Systems Act and Regulation 4(5) of the Regulations.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out –
- 4.1.1 The performance objectives and targets that must be met by the Employee;
 - 4.1.2 The timeframes within which those performance objectives and targets must be met; and
 - 4.1.3 The competencies (Annexure B – definitions in terms of Regulation 21 of 17 January 2014) required to operate effectively as senior managers in the local government environment.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:
- 4.2.1 Key objectives that describe the main tasks that need to be done;
 - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a indicator has been achieved by the employee;
 - 4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and
 - 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees of the Employer;
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employees and service providers to perform to the standards required;
- 5.3 The Employer must consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the key performance indicators (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, Operational Performance and Competencies both of which shall be contained in the Performance Agreement;
- 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, which are linked to the KPAs, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee;
- 5.7 The Competencies will make up the other 20% of the Employee's assessment score. The Competencies are split into two groups, leading competencies that drive strategic intent and direction and core competencies, which drive the execution of the leading competencies.

6. PERFORMANCE ASSESSMENT

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out key performance indicators and competencies that needs to be evaluated in terms of –
- 6.1.1 The standards and procedures for evaluating the Employee's performance; and
- 6.1.2 During 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;

Performance Agreement

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 also be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.13 below;

6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;

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

6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met (qualitative and quantitative) and with due regard to adhoc tasks that had to be performed under the KPI;

6.6.2 A rating on the five-point scale described in 6.9 below shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;

6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;

6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and

6.6.5 An overall score will be calculated based on the total of the individual scores calculated above.

6.7 Assessment of the Competencies:

6.7.1 Each Competency will be assessed in terms of the descriptions provided (Annexure B) during the mid-year and year-end reviews;

6.7.2 A rating on the four-point scale described in 6.10 below shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and

6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.

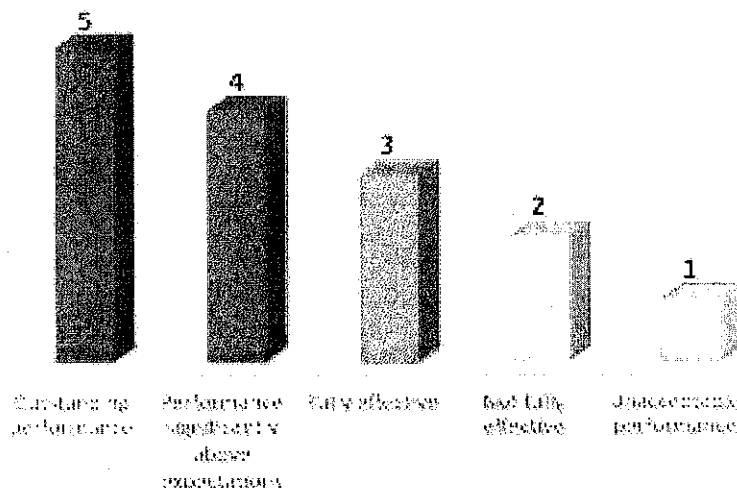
Performance Agreement

6.8 Overall rating

6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and

6.8.2 Such overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scale for KPIs:



Terminology	Description
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.
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.
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.

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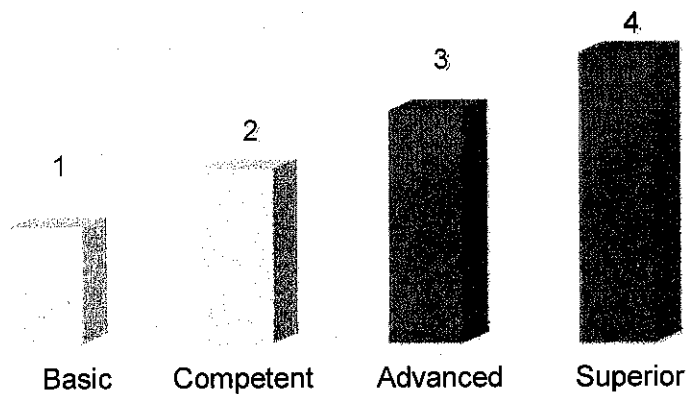
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Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
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 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.

6.10 The assessment of the competencies will be based on the following rating scale:



Achievement Level	Description
Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping strategic direction and change, develops and applies comprehensive concepts and methods.

6.11 For purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established –

6.11.1 Executive Mayor;

6.11.2 Mayor / Municipal Manager from another municipality;

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

6.11.4 The Member of the Mayoral Committee; and

6.11.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.

6.12 The Executive Mayor will evaluate the performance of the Employee quarterly and document a summary of the discussions; and

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

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the Employee in relation to his performance agreement shall be reviewed for the following quarters:

Quarter	Months	Evaluation
1	July - September	
2	October - December	
3	January – March	
4	April - June	

7.2 The Employer shall keep a record of the year-end assessment meetings;

7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance;

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such Plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall-

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

9.1.2 Provide access to skills development and capacity building opportunities;

9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of its powers will have amongst others-

10.1.1 A direct effect on the performance of any of the Employee's functions;

10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 A substantial financial effect on the Employer.

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10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

11.1 The evaluation of the Employee's performance will form the basis for acknowledging outstanding performance or correcting unacceptable performance;

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter;

11.3 The performance bonus will be awarded pro-rata according to the period of this agreement based on the following scheme:

SCORE	BONUS %
130 - 133	5
134 - 137	6
138 - 141	7
142 - 145	8
146 - 149	9
150 - 153	10
154 - 157	11
158 - 161	12
162 - 165	13
166 - 167	14

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, but only after three months after the start of this agreement's inception date, the Employee's performance will be evaluated for the period during which he/she was employed and he/she will be entitled to a pro-rata performance bonus based on his/her evaluated performance for the period of actual service; and

11.5 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.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 Where the Employer is, any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;
- 12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;
- 12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and
- 12.4 In the case of unacceptable performance, the Employer shall –
- 12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and
- 12.4.2 After appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

- 13.1 Disputes will be dealt with in terms of Section 33 of the Local Government: Municipal Performance Regulations for Municipal Managers and managers directly accountable to Municipal Managers (Regulation 805 of August 2006).
- 13.2 Any disputes 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,
- (a) must be mediated by the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee,
- (b) or any other person designated by the MEC whose decision shall be final and binding on both parties
- 13.3 Any disputes about the outcome of the employee's performance evaluation,
- (a) must be mediated by the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee,

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(b) or any other person designated by the MEC whose decision shall be final and binding on both parties.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer; and

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

Thus done and signed at Upington on the 30 day June of 2022.

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
MUNICIPAL MANAGER

Thus done and signed at _____ on the 30 day June of 2022.

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
EXECUTIVE MAYOR

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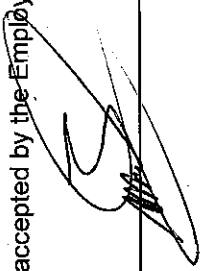
Personal Development Plan

Annexure C

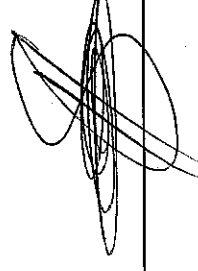
Annexure C is a part of the contract and shall be read and construed together with the main contract and shall have the same legal effect as the main contract. It is a part of the contract and shall be read and construed together with the main contract and shall have the same legal effect as the main contract.

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Signed and accepted by the Employee


 Date: 30/06/2022

Signed by the Executive Mayor on behalf of the Municipality


 Date: 30/06/2022

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Annexure A

Performance Plan

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Annexure A

The Performance Plan sets out:

- Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and
- The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

Performance should be evaluated:

- Quarterly of which the annual evaluation must be done by the panel as constituted in paragraph 6.11 of the agreement;
- Performance should be assessed on a scale of 1 – 5 as outlined in paragraphs 6.9 – 6.10 of the agreement;
- In the instance where an indicator do not have a target or is not applicable due to valid reason or where the performance could not be delivered for a valid reason outside of the control of employee, the indicator will not be evaluated, the weighting will be cancelled and the score total will be re-calculated to calculate the final score;
- The employee must submit his/her assessment of his/her own performance to the employer three days prior to the assessment date.

KEY PERFORMANCE INDICATORS

The key performance areas, the performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for **eighty percent** of the total employee assessment score.

Ref No	KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Targets				Weight
					Q1	Q2	Q3	Q4	
SDBIP Graph	Institutional development and Organisational Transformation	Oversee and monitor that 90% of the KPI's of the Directorate: Budget and Treasury Services are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	5

Annexure A

SDBIP Graph	Institutional development and Organisational Transformation	Oversee and monitor that 90% of the KPI's of the Directorate: Corporate Services are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	5
SDBIP Graph	Institutional development and Organisational Transformation	Oversee and monitor that 90% of the KPI's of the Director: Civil Engineering Services are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	5
SDBIP Graph	Institutional development and Organisational Transformation	Oversee and monitor that 90% of the KPI's of the Director: Community Services are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	5
SDBIP Graph	Institutional development and Organisational Transformation	Oversee and monitor that 90% of the KPI's of the Director: Planning and Strategy are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	5
SDBIP Graph	Institutional development and Organisational Transformation	Oversee and monitor that 90% of the KPI's of the Director: Electro-Mechanical Services are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	5
SDBIP Graph	Institutional development and Organisational Transformation	Manage and achieve 90% of the KPI's of the sub-directorate: Internal Audit	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	5

Ref	KPA	KPI Name	Unit of Measurement	Baseline	Targets				Weight
					Q1	Q2	Q3	Q4	
TL56	Good Governance	Submit the Performance Report (Section 46) to the Auditor-General by 31 August	Performance Report (Section 46) submitted	1	1				10
TL57	Institutional development and	Spend 95% of the municipal capital budget on capital projects by 30 June.	% of capital budget spent on capital projects	95%		10	45	95	10

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Annexure B describes the different achievement levels for each Competency and should therefore form part of this section of the Performance Plan.

Annexure A

LEADING COPETENCIES

Strategic direction and leadership	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate. It includes: <ul style="list-style-type: none"> • Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness 	8.33
People management	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives. It includes: <ul style="list-style-type: none"> • Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management 	8.33
Programme and project management	Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives. It includes: <ul style="list-style-type: none"> • Program and project planning and implementation • Service delivery management • Program and project monitoring and evaluation 	8.33
Financial management	Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner. It includes: <ul style="list-style-type: none"> • Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery 	8.33
Change leadership	Able to direct and initiate transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community. It includes: <ul style="list-style-type: none"> • Change vision and strategy 	8.33
Competency	<div> <div> </div> </div>	
	<ul style="list-style-type: none"> • Process design and improvement • Change impact monitoring and evaluation 	

Annexure A

Governance leadership	<p>Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships. It includes:</p> <ul style="list-style-type: none"> • Policy formulation • Risk and compliance management • Cooperative governance 	8.33
CORE COMPETENCIES		
Moral competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and display behaviour that reflects moral competence.	8.33
Planning and organising	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk.	8.33
Analysis and innovation	Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives.	8.33
Knowledge and information management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government	8.33
Communication	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.	8.33
Results and quality focus	Able to maintain high quality standards, focus on achieving results and objectives while consistency striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.	8.37
TOTAL		100
20 * 100 / 100 = 20%		20%

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