

DAVID KRUIPER MUNICIPALITY

**Performance Agreement
for the financial year 01 July 2022 – 30 June 2023**

DIRECTOR PLANNING & DEVELOPMENT SERVICES

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Performance Agreement

Performance agreement made and entered into by and between

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

and

Conrad, Wilhelm Geldenhuys, the Director Planning & Development Services (*herein and after referred as Employee*) for the period 1 July 2022 to 30 June 2023

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 Director appointed in terms of Section 56 of the Systems Act;

1.1.4 "the Employer" means the Municipality; and



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


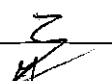
- 3.1 This Agreement will commence on 01 July 2022 and will remain in force until 30 June 2023 where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;
- 3.2 The Parties will conclude a new Performance Agreement that replaces this 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

- 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 key objective 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.



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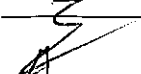
5. PERFORMANCE MANAGEMENT SYSTEM

- 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 (indicated in blue on the graph below) that drive strategic intent and direction and core competencies (indicated in green on the graph below), 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.



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- 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 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

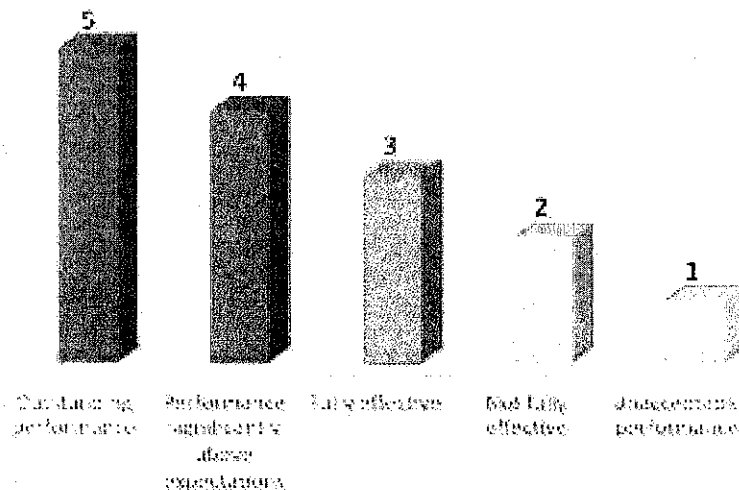
6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.

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.

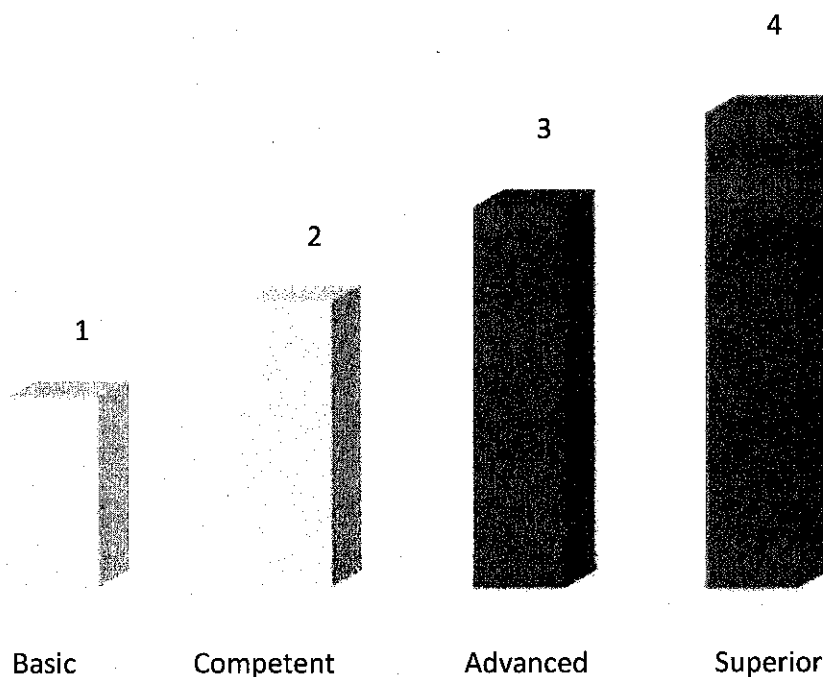
6.9 The assessment of the performance of the Employee will be based on the following rating scale for KPIs:



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.
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.

Performance Agreement

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 Municipal Manager;

6.11.2 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; and

6.11.4 The Member of the Mayoral Committee (Portfolio Chairperson).

6.12 The Municipal Manager will evaluate the performance of the Employee quarterly and document a summary of the discussions; and

6.13 The Municipal Manager 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;



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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.

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, must be mediated by the executive mayor or mayor within thirty (30) days of receipt of a formal

Performance Agreement

dispute from the employee whose decision shall be final and binding on both parties.

13.3 Any disputes about the outcome of the employee's performance evaluation, must be mediated by a member of the municipal council, provided that such member was not part of the evaluation panel, within thirty (30) days of receipt of a formal dispute from the employee 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 of June of 2022.

AS WITNESSES:

1. [Signature]

2. _____

[Signature]
MUNICIPAL MANAGER

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

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
DIRECTOR

Performance Plan

Director: Planning & Development Services

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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	Manage and achieve 90% of the KPI's of the sub-directorate: Town Planning & Building Control	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	8

Annexure A

SDBIP Graph	Institutional development and Organisational Transformation	Manage and achieve 90% of the KPI's of the sub-directorate: Housing & Human Settlements	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	8
SDBIP Graph	Institutional development and Organisational Transformation	Manage and achieve 90% of the KPI's of the sub-directorate: Planning & Project Management	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	8
SDBIP Graph	Institutional development and Organisational Transformation	Manage and achieve 90% of the KPI's of the sub-directorate: Tourism, LED & Resorts	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	8
SDBIP Graph	Institutional development and Organisational Transformation	Manage and achieve 90% of the KPI's of the sub-directorate: IDP	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	90%	90%	90%	90%	8

Ref	KPA	KPI Name	Unit of Measurement	Baseline	Targets				Weight
					Q1	Q2	Q3	Q4	
TL62	Local Economic Development	The number of full time equivalent jobs (FTEs) created through municipality's capital projects	Number of FTE's created	10 jobs created for financial year					9
TL63	Institutional development and Organisational Transformation	Quarterly reporting to COGHSTA and department of rural development of all land use planning applications in terms of SPLUMA.	Quarterly report submitted	4	1	1	1	1	9
TL64	Institutional development and Organisational Transformation	Submit housing needs applications on the National Housing Register (NHR) Quarterly to COGHSTA	Quarterly report submitted	4	1	1	1	1	9
TL65	Service Delivery and Infrastructure Service	Spend 95% of the allocated budget for the MELKSTROOM: BULK SEWER PROVISION by 31 December.	% of budget spent	95%		66	95		8


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Annexure A

TL63	Service Delivery and Infrastructure Service	Spend 95% of the allocated budget for the KAMEELMOND ACCESS ROAD by 30 June.	% of budget spent	New key performance indicator for 2022/2023	10	40	70	95	8
TL62	Service Delivery and Infrastructure Service	Spend 95% of the allocated budget for the HIGH MAST LIGHTING by 30 September.	% of budget spent	95%	95				8
TL63	Service Delivery and Infrastructure Service	Spend 95% of the allocated budget for the DEVELOPMENT OF CEMETRIES by 30 June.	% of budget spent	95%	95		47	95	9
TOTAL									100
80 * 100 / 100 = 80%									80%

COMPETENCIES

The competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014. The assessment of these competencies will account for **twenty percent** of the total employee assessment score.

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

Competency	Proficiency
LEADING COPETENCIES	

Annexure A

Strategic direction and leadership	<p>Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate. It includes:</p> <ul style="list-style-type: none"> • Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness 	8.33
People management	<p>Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives. It includes:</p> <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	<p>Able to understand program and project management methodology, plan, manage, monitor and evaluate specific activities in order to deliver on set objectives. It includes:</p> <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	<p>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:</p> <ul style="list-style-type: none"> • Financial strategy and delivery • Financial reporting and delivery <p>Budget planning and execution</p>	8.33
Change leadership	<p>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:</p> <ul style="list-style-type: none"> • Change vision and strategy • Process design and improvement • Change impact monitoring and evaluation 	8.33
Competency	Definition	Weight

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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"> • 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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Personal Development Plan

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Skills Performance Gap	Outcomes Expected	Suggested training and /or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill/development area	Support Person
1.						
2.						
3.						

Signed and accepted by the Employee



Date: 30/06/2022

Signed by the Municipal Manager on behalf of the Municipality



Date: 30/06/2022



