



**PERFORMANCE AGREEMENT**

MADE AND ENTERED into by and between

**PHUMELELA LOCAL MUNICIPALITY**

AS REPRESENTED BY THE MAYOR

**TLOKETSİ JOHN MOTAUNG**  
(HEREIN REFERRED TO AS THE "EMPLOYER")

AND

**BRUCE WILLIAM KANNEMEYER**  
MUNICIPAL MANAGER  
(Identity Number: 650511 5179 089)

(HEREIN REFERRED TO AS THE "EMPLOYEE")

## PREAMBLE

WHEREAS 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, 2000 (Act No. 32 of 2000);

AND WHEREAS Section 57(1)(b) of the Act, read with the Contract of Employment concluded between the Parties, requires them to conclude an annual Performance Agreement;

AND WHEREAS the Parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Act, that they are clear about the goals to be achieved and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals;

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### 1 DEFINITIONS

- 1.1 "the Act" shall mean the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000);
- 1.2 "the Parties" shall mean the Employer and the Employee;
- 1.3 "KPA or KPA's" shall mean key performance area(s);
- 1.4 "KPI or KPI's" shall mean key performance indicator(s);
- 1.5 "CMC or CMC's" shall mean core managerial competencies(s);
- 1.6 "COC or COC's" shall mean core occupational competencies(s);

- 2.7 give effect to the Employer's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery.

### **3 COMMENCEMENT AND DURATION**

- 3.1 This Agreement will commence on the **01 July 2016** and will remain in force until **30 June 2017**, where after a new PA, PP and PDP shall be concluded between the Parties for the next financial year or any portion thereof.
- 3.2 The Parties shall review the provisions of this Agreement during June each year.
- 3.3 The Parties will conclude a new PA, PP and/or PDP that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.4 This Agreement will terminate on the termination of the Employee's Contract of Employment for any reason.
- 3.5 The content of this Agreement may be revised at any time during the period specified in Clause 3.1 above, to determine the applicability of the matters agreed upon.
- 3.6 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 PP sets out –
- 4.1.1 The performance objectives and targets that must be met by the Employee; and
- 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in the PP are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan and the Budget of the Employer, and shall include key objectives, key performance indicators, target dates and weightings.
- 4.2.1 The key objectives describe the 27 key main tasks that need to be performed or executed.
- 4.2.2 The KPI's and means of verification provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 4.2.3 The target dates describe the timeframe within which the work must be achieved.
- 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system of the Municipality, management and staff of the Employer.
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Municipality, management and staff to perform to the standards required.
- 5.3 The Employer shall consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 5.4 The Employee undertakes to actively focus towards the promotion and implementation of the KPA's (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Agreement.
- 5.5.1 The Employee must be assessed against both components, with a weighting of **80:20** allocated to the KPA's and the CCR's respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPA's covering the main areas of work will account for 80% (**eighty percent**) and CCR's will account for 20% (**twenty percent**) of the final assessment.
- 5.6 The Employee's assessment will be based on his/her performance in terms of the outputs/outcomes (KPI's) identified in the Performance Plan, which are linked to the KPA's, and will constitute 80% (eighty percent) of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Key Performance Areas	Weighting
Municipal Institutional Development and Transformation	20%
Basic Service Delivery	30%
Local Economic Development (LED) — Covered under Basic Services	15%
Municipal Financial Viability and Management	20%
Good Governance and Public Participation	15%
Total	100%

- 5.7 The KPA's related to the functional area of the Employee shall be subject to negotiation between the municipal manager and the Employee.

- 5.8 The CCR's will make up the other 20% (twenty percent) of the Employee's assessment score.
- 5.9 CCR's that are deemed to be most critical for the Employee's specific job must be selected (4) from the list below as agreed to between the Employer and Employee:

CORE COMPETENCY REQUIREMENTS (CCR)		Weight
<b>Leading Competencies</b>		
Strategic Direction and Leadership	<ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organisational Awareness</li> </ul>	20
People Management	<ul style="list-style-type: none"> <li>• Human Capital Planning and Development</li> <li>• Diversity Management</li> <li>• Employee Relations Management</li> <li>• Negotiation and Dispute Management</li> </ul>	15
Program and Project Management	<ul style="list-style-type: none"> <li>• Program and Project Planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Program and Project Monitoring and Evaluation</li> </ul>	
Financial Management	<ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>	15
Change Management	<ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and Improvement</li> <li>• Change Impact Monitoring and Evaluation</li> </ul>	10
Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance Management</li> <li>• Cooperative Governance</li> </ul>	20
<b>Core Competencies</b>		
Moral Competence		
Planning and Organising		
Analysis and Innovation		
Knowledge and Information Management		10
Communication		10
Results and Quality Focus		
Total Percentage		100%

## 6 EVALUATING PERFORMANCE

6.1 The PP attached as **Annexure "A"** to this Agreement, sets out —

6.1.1 The standards and procedures for evaluating the Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the Contract of Employment remains in force.

6.3 Personal growth and development needs identified during any performance review discussion shall be documented in a PDP as well as the actions agreed to and implementation must take place within set time frames.

6.4 The Employee's performance shall be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

6.5 The annual performance appraisal shall involve:

**6.5.1 Assessment of the achievement of results as outlined in the PP:**

- (a) Each KPA shall be assessed according to the extent to which the specified standards or KPI's have been met and with due regard to *ad hoc* tasks that had to be performed under the KPA's.
- (b) An indicative rating on the 5 (five) point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to Clause 6.5.3 below) must be used to add the scores and calculate a final KPA score.

**6.5.2 Assessment of the CCR's**

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the 5 (five) point scale shall be provided for each CCR.
- (c) This rating shall be multiplied by the weighting given to each CCR during the contracting process to provide a score.
- (d) The applicable assessment rating calculator (refer to Clause 6.5.1) shall 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, which shall represent the outcome of the performance appraisal.

6.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCR's:

Level	Terminology	Description	Rating				
			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 others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The 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.					
1	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.					



6.6 b The assessment of the performance of the Employee will be based on the following rating scale for CCRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Superior	Has a comprehensive understanding of local government operations, critical in shaping direction and change, develops and applies comprehensive concepts and methods					
4	Advanced	Develops and applies progressive concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis					
3	Competent	Develops and applies complex, methods and understanding. Plans and guides the work of others and executes progressive analyses					
2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention					
1	Insufficient	Not able to apply competency as required in terms of expectations					

6.7 For purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons must be established -

6.7.1 Mayor;

6.7.2 Chairperson of the Performance Audit Committee or the Chairperson or designated performance management specialist of the Audit Committee in the absence of a Performance Audit Committee;

6.7.3 Member of the Mayoral Committee; and

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-clause 6.7

## 7 SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the Employee in relation to his/her PA shall be reviewed on the following dates, with the understanding that reviews in the 3<sup>rd</sup> (third) quarter may be verbal if performance is satisfactory:

Quarter	Period	Target Month
First	01 July 2016 – 30 September 2016	Before 31 October 2016
Second	01 October 2016 – 31 December 2016	Before 31 January 2017
Third	01 January 2017 – 31 March 2017	Before 30 April 2017
Fourth	01 April 2017 – 30 June 2017	Before 31 July 2017

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

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

7.4 The Employer shall be entitled to review and make reasonable changes to the provisions of the PP from time to time for operational reasons, subject thereto that the Employee shall be fully

- consulted before any such change is made.
- 7.5 The Employer may amend the provisions of the PP whenever a performance management system is adopted, implemented and/or amended by the Municipality, as the case may be, subject thereto that the Employee will be fully consulted before any such change is made.

## **8. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan for addressing developmental gaps is attached as **Annexure "B"** and shall form part of this Agreement.

## **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/her to meet the performance objectives and targets established in terms of this Agreement; and
- 9.1.5 Makes available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

## **10. CONSULTATION**

- 10.1 The Employer agrees to consult the Employee timeously where the exercising of the 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(s) taken 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 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

## **11. MANAGEMENT OF EVALUATION OUTCOMES**

- 11.111.1 The evaluation of the **Employee'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 **Employee** in recognition of outstanding performance to be constituted as follows:

11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

11.2.2 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 **Employer** shall –

11.3.1 provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and

11.3.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

## 12 DISPUTE RESOLUTION

### 121 DISPUTES ON PERFORMANCE AGREEMENT

Any disputes about the nature of the Performance Agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or any other matter provided for, shall be mediated by a member of the Municipal Council: Provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Regulations, within 30 (thirty) days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both Parties.

### 122 DISPUTES ON OUTCOME OF PERFORMANCE EVALUATION

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 provided for in sub-Regulation 27(4)(e), within 30 (thirty) days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both Parties.

## 13 GENERAL

13.1 The contents of this Agreement shall be made available to the public by the Employer.

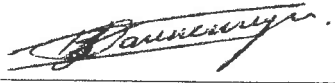
13.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her Contract of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

13.3 The performance assessment results of the Employee shall be submitted to the MEC responsible for local government in the Province of the Free State as well as the National Minister for local government within 14 (fourteen) days after conclusion of the assessment.

Thus done and signed at Vrede, on this \_\_\_\_\_ 28th day of \_\_ July 2016\_ in the presence of the undersigned witnesses:

**FOR THE EMPLOYEE:**


Witness 1:  gyie

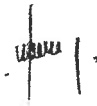
Employee:   
**Bruce William Kannemeyer**

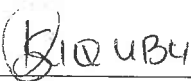
Witness 2: 

Thus done and signed at Vrede, on this \_\_\_\_\_ 28<sup>th</sup> day of \_\_ July 2016 in the presence of the undersigned witness:

**FOR THE EMPLOYER:**

Witness 1:  Mokoena

Employer:   
**Mayor: T. J. Motaung**

Witness 2:  KIOUBH

