

LAINGSBURG MUNICIPALITY

**Performance Agreement
for the financial year 1 July 2014 – 30 June 2015**

MUNICIPAL MANAGER

Performance agreement made and entered into by and between

The Laingsburg Municipality and represented by Cllr W DuP Theron, the Executive Mayor (*herein and after referred as Employer*)

and

PA Williams, the Municipal Manager (*herein and after referred as Employee*) for the period 1 July 2014 to 30 June 2015

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 55 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 82 of the Structures Act;
 - 1.1.4 "the Employer" means Laingsburg Municipality; and
 - 1.1.5 "the Parties" means the Employer and Employee.

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Executive Mayor: W MM: A

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 2014 and will remain in force until 30 June 2015 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.

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4. PERFORMANCE OBJECTIVES

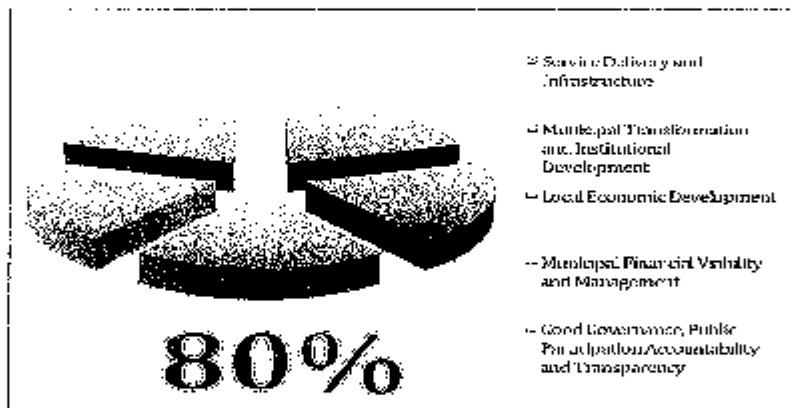
- 4.1 The Performance Plan (Annexure A) sets out –
 - 4.1.1 The performance objectives and targets that must be met by the Employee;
 - 4.1.2 The timeframes within which those performance objectives and targets must be met; and
 - 4.1.3 The competencies (Annexure B – definitions in terms of Regulation 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;
 - 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

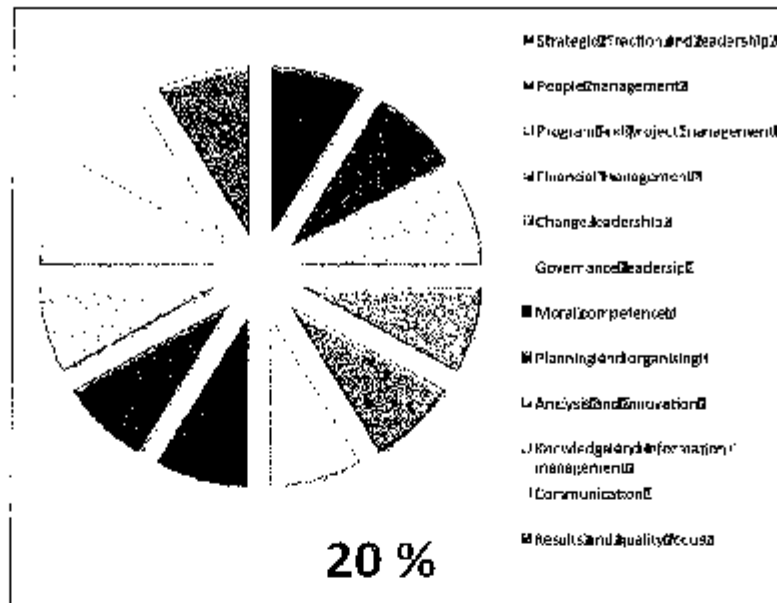
- 5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees of the Employer;
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific

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 (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 –
 - 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 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 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 and with due regard to ad-hoc 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) on a 360 degree basis during the mid-year and year-end reviews and will inform the final score awarded by the evaluation committee. 360 degree means that the employee's peers and managers reporting to him will assess his/her Competencies;

6.7.2 A rating on the five-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

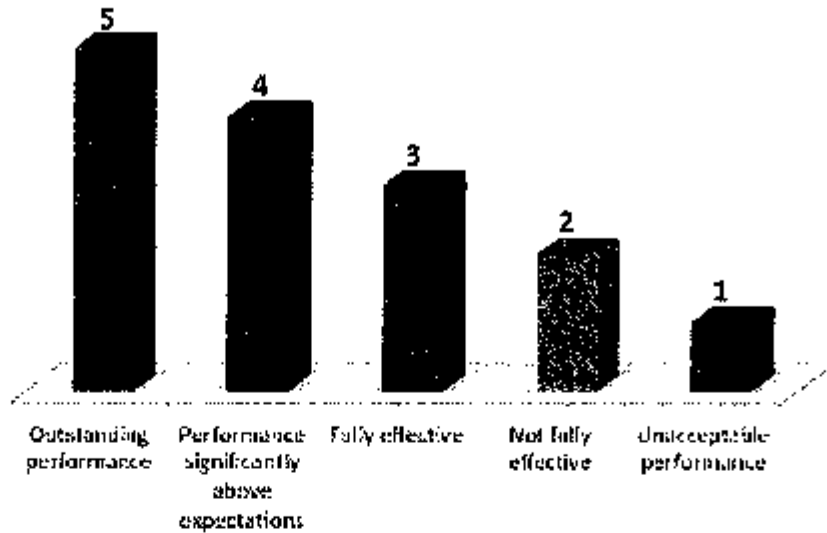
6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.

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.

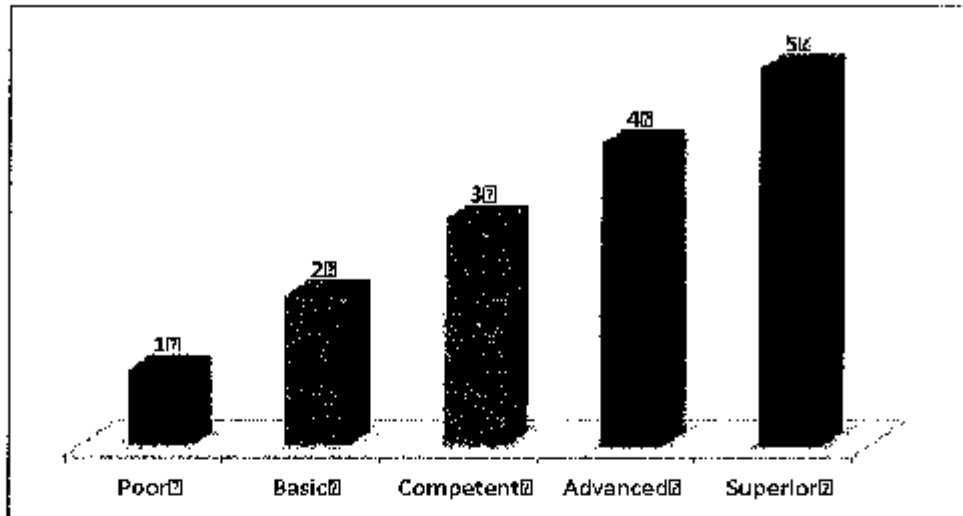
6.9 The assessment of the performance of the Employee will be based on the following rating scale for KPIs:



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 they 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:

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Achievement Level	Description
Poor	Do not apply the basic concepts and methods to proof a basic understanding of local government operations and requires extensive supervision and development interventions.
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 performance of the Employee for the mid-year and year-end reviews, 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 A member of the community.

6.12 The Executive Mayor will evaluate the performance of the Employee as at the end of the 1st and 3rd quarters; 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 on the following dates with the understanding that the reviews in the first and third quarter may be verbal if performance is satisfactory:

Quarter	Review Period	Review to be completed by
1	July - September	October 2014 (informal)
2	October – December	February 2015
3	January – March	April 2015 (informal)
4	April - June	September 2015

7.2 The Employer shall keep a record of the mid-year and 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 the 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-

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- 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.
- 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. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 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;
- 11.2 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;

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- 11.3 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
- 11.4 In the case of unacceptable performance, the Employer shall –
- 11.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and
- 11.4.2 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.

12. DISPUTE RESOLUTION

- 12.1 In the event that the Employee is dissatisfied with any decision or action of the Employer 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 within 3 (three) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;
- 12.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days;
- 12.3 In the instance where the matters referred to in 13.2 were not successfully resolved, the matter shall be referred to the MEC for local government in the province within 30 (thirty) business days of receipt of a formal dispute from the Employee or any other person appointed by the MEC; and
- 12.4 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment shall apply.

13. GENERAL

- 13.1 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
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment,

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Executive Mayor: MM:

or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at LAINGSBURG on the 25th day July of 2014.

AS WITNESSES:

1. _____

2. _____



MUNICIPAL MANAGER

AS WITNESSES:

1. _____

2. _____



EXECUTIVE MAYOR

Performance Plan

Municipal Manager

The Performance Plan sets out:

- a) 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
- b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

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	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence				Weight	
					Q1	Q2	Q3	Q4		
SDBIP Graphs	Municipal Financial Viability and Management	Effective Management and supervision of the Finance & Administration	80% of the KPI's of the Department have been met	N/A	Updated SDBIP and report	80%	80%	80%	80%	80%
SDBIP Graphs	Basic Service Delivery	Effective Management and supervision of Public & Safety	80% of the KPI's of the Department have been met	N/A	Updated SDBIP and report	80%	80%	80%	80%	80%
SDBIP Graphs	Basic Service Delivery	Effective Management and supervision of Technical Services	80% of the KPI's of the Department have been met	N/A	Updated SDBIP and report	80%	80%	80%	80%	80%
SDBIP Graphs	Basic Service Delivery	Effective Management and supervision of the SDBIP on the KPIs of Sub-Directorate:IDP	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	N/A	Updated SDBIP and report	90%	90%	90%	90%	90%
SDBIP Graphs	Good Governance and Public Participation	Effective Management and supervision of the SDBIP on the KPIs of Sub-Directorate: Internal Audit	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	N/A	Updated SDBIP and report	90%	90%	90%	90%	90%
SDBIP Graphs	Municipal Transformation and Institutional Development	Effective Management and supervision of the SDBIP on the KPIs of Sub-Directorate: Administration	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	N/A	Updated SDBIP and report	90%	90%	90%	90%	90%
SDBIP Graphs	Municipal Transformation and Institutional Development	Effective Management and supervision of the SDBIP on the KPIs of Sub-Directorate: Properties	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	N/A	Updated SDBIP and report	90%	90%	90%	90%	90%

Ref No	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence				Weight	
					Q1	Q2	Q3	Q4		
SDBIP Graphs	Basic Service Delivery	Effective Management and supervision of the SDBIP on the KPIs of Sub-Directorate: Housing	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	N/A	Updated SDBIP and report	90%	90%	90%	90%	
TL1	Local Economic Development	Support SIMME's support by means of entrepreneurs' business plans approved	Number of business plans approved	4	Approved business plans	0	0	0	4	
TL2	Local Economic Development	Implement IDP-approved greening and cleaning initiatives	Number of Initiatives implemented	3	Approved programmes, photos	0	0	0	3	
TL3	Local Economic Development	Host events as identified in the IDP in support of promotion of LED within the Municipal area	Number of events hosted	2	Approved programmes, photos	0	1	0	1	
TL4	Local Economic Development	Provide financial assistance via bursary schemes to accepted tertiary student candidates	Number of candidates assisted via bursary schemes	10	Council Minutes	0	10	0	0	
TL5	Municipal Transformation and Institutional Development	Limit vacancy rate to less than 10% of budgeted posts (Number of funded posts vacant / total number of funded posts)x100]	(Number of funded posts vacant / total number of funded posts)x100	10%	Calculation form maintained organogram	0%	0%	0%	10%	
TL6	Municipal Transformation and Institutional Development	1% of the operating budget spent on training as per the approved skills development plan (Actual total training expenditure/total operational budget)x100]	(Actual total training expenditure/total operational budget)x100	0.50%	Report from PROMUN financial system	0%	0%	0%	1%	

Ref.No	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
TL7	Good Governance and Public Participation	Develop a Risk Based Audit Plan and submit to the audit committee for consideration by 30 August	RBAP submitted to the audit committee by 30 August	1	Minutes of the Audit Committee	1	0	0	0	0
D32	Municipal Financial Viability and Management	Submit financial statements to the Auditor General by 31 August	Financial statements submitted by 31 August	1	Acknowledgement of receipt	1	0	0	0	0
D33	Municipal Financial Viability and Management	Submit the top layer SDBIP to the Mayor for approval within 14 days after the approval of the budget	Top Layer SDBIP submitted to the Mayor	1	Minutes of council meeting	0	0	0	1	1
D34	Municipal Financial Viability and Management	Submit the Mid- Year Performance Report in terms of sec72 of the MFMA to the Mayor by 25 January	Mid-year report submitted to council	1	Signed report	0	0	1	0	0
D35	Municipal Financial Viability and Management	Submit the draft main budget to council for approval by end March	Main budget submitted to council	1	Minutes of council meeting	0	0	1	0	0
D36	Municipal Financial Viability and Management	Submit the adjustments budget for approval to council by end February	Adjustment budget submitted to council	1	Minutes of council meeting	0	0	1	0	0
										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	Definition	Weight
LEADING COPETENCIES		
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 	1.67
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 	1.67
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 	1.67
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"> • Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery 	1.67

Competency	Definition	Weight
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 	1.67
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 	1.67
CORE COMPETENCIES		
Moral competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and display behaviour that reflects moral competence.	1.67
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.	1.67
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.	1.67
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	1.67
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.	1.67
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.	1.67
TOTAL		20