

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MUNICIPALITY OF KWA SANI AS REPRESENTED BY HIS WORSHIP MAYOR
MR MDUDUZI BEATUS BANDA

AND

MS NOKUBONGA CAROLINE JAMES
THE MUNICIPAL MANAGER OF THE MUNICIPALITY

FOR THE FINANCIAL YEAR: 01 July 2014 - 30 JUNE 2015

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Municipality of Kwa Sani herein represented by His Worship Mr Mduduzi Beatus Banda his capacity as Executive Mayor/Mayor (hereinafter referred to as the Employer or Supervisor)

And Ms Nokubonga Caroline James Employee of the Municipality of Kwa Sani.

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

1.1 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 to as "the Parties".

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance Agreement.

1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.

1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;

2.2 specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;

2.3 specify accountabilities as set out in the Performance Plan (Annexure A);

2.4 monitor and measure performance against set targeted outputs;

2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to

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assess whether the Employee has met the performance expectations applicable to his/her job;

2.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and

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

3 COMMENCEMENTS AND DURATION

3.1 This Agreement will commence on the 01 July 2014 and will remain in force until 30 June 2015 where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.

3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.

3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.

3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out-

4.1.1 the performance objectives and targets that must be met by the 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 Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

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4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

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 SYSTEMS

5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal 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 Employer, management and municipal staff to perform to the standards required.

5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

6 The Employee agrees to participate in the performance management and development system that the Employer adopts.

6.1 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.

6.2 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 Performance Agreement.

6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Competencies (CMCs) respectively.

6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

6.2.3 KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.

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6.3 The Employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Key Performance Areas (KPA's)	Weighting
Spatial and environmental	10
Service Delivery & Infrastructure	20
Local Economic Development (LED) & Social Development	15
Municipal Transformation and Organisational Development	10
Municipal Financial Viability and Management	15
Good Governance and Public Participation	30
Total	100%

6.4 Core Competency Levels

LEADING COMPETENCIES		Weight
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	5
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	5
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	5
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	5

Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	5
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	10
CORE COMPETENCIES		
Moral Competence		10
Planning and Organising		10
Analysis and Innovation		10
Knowledge and Information Management		15
Communication		10
Results and Quality Focus		10
TOTAL		100

7. EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) to this Agreement sets out -

7.1.1 the standards and procedures for evaluating the Employee's performance;
and

7.1.2 the intervals for the evaluation of the Employee's performance.

7.2 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.

7.3 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.

7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5 The annual performance appraisal will involve:

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

(a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

(b) An indicative rating on the five-point scale should be provided for each KPA.

(c) The applicable assessment rating calculator (refer to paragraph

6.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CMCs

(a) Each CMC should be assessed according to the extent to which the specified standards have been met.

(b) An indicative rating on the five-point scale should be provided for each CMC.

(c) The applicable assessment rating calculator (refer to paragraph

6.5.1) must then be used to add the scores and calculate a final CMC score.

7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

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

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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.					

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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.	

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

7.7.1 Executive Mayor/ Mayor;

7.7.2 Chairperson of the Audit Committee;

7.7.3 Municipal Manager from another Municipality.

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7.7.4 Ward Committee member

7.7.5 Secretariat

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

Activity	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
	October 2014	January 2015	April 2015	July 2015
Submission of report	10	10	10	10
Assessment / evaluation session	28	27	28	21

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

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

8.4 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.

8.5 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.

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall –

10.1.1 create an enabling environment to facilitate effective performance by the employee;

10.1.2 provide access to skills development and capacity building opportunities;

10.1.3 work collaboratively with the Employee to solve problems and generate

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solutions to common problems that may impact on the performance of the Employee;

10.1.4 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

10.1.5 make 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.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –

11.1.1 a direct effect on the performance of any of the Employee's functions;

11.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3 a substantial financial effect on the Employer.

11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.

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 or her 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

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solutions to common problems that may impact on the performance of the Employee;

10.1.4 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

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12.4.1 provide systematic remedial or developmental support to assist the Employee to improve his or her 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

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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 Any disputes about the nature of the Employee's performance agreement,
whether it relates to key responsibilities, priorities, methods of assessment
and/ or any other matter provided for, shall be mediated by –

13.1.1 the MEC for local government in the province within thirty (30) days of
receipt of a formal dispute from the Employee; or

13.1.2 any other person appointed by the MEC.

13.2 In the event that the mediation process contemplated above fails, clause 19.3
of the Contract of Employment shall apply.

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.

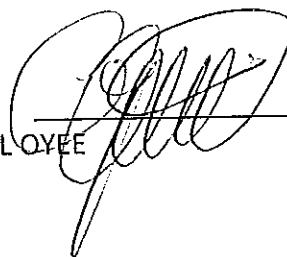
14.2 Nothing in this agreement diminishes the obligations, duties or
accountabilities of the Employee in terms of his/ her contract of employment,
or the effects of existing or new regulations, circulars, policies, directives or
other instruments.

Thus done and signed at KWASANI on this the 4th day of August 2014


AS WITNESSES:

1.  _____

2. _____


EMPLOYEE

AS WITNESSES:

1.  _____

2. _____


EXECUTIVE MAYOR/MAYOR

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ANNEXURE A

A. CODE OF CONDUCT

B. DEFINITIONS

- i. In this Section "partner" means a person who permanently lives with another person in a manner as if married.

1. GENERAL CONDUCT.

1.1. The Accounting Officer must at all times –

1.2. Loyal execute the lawful policies of the Municipal Council of the Municipality.

1.3. Perform the functions of office in good faith, diligently, honestly and in a transparent manner;

1.4. Act in such a way that the spirit, purport and objects of section 50 of the Systems Act are promoted;

1.5. Act in the best interest of the Municipality and in such a way that the credibility and integrity of the Municipality are not compromised; and

1.6. Act impartially and treat all people, including other Managers, equally without favour or prejudice.

1.7. Commitment to serving the public interest;

1.8. The Accounting Officer is a public servant in a developmental local system, and must accordingly –

1.9. Implement the provisions of section 50 (2) of the Systems Act;

1.10. Foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;

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- 1.11. Promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution.
- 1.12. Avail to the public copies of, or information about the Municipality's Integrated Development Plan, and as far as possible within the ambit of the Municipal Manager job description referred to in the Systems Act, seek to implement the objectives set out in the Integrated Development Plan, and achieve the performance targets for each performance indicator.
 - 1.12.1. Participate in the overall Performance Management System for the Municipality, as well as the General Manager's individual performance appraisal and reward system, if such exists, in order to maximize the ability of the Municipality as a whole to achieve its objectives and improve the quality of life of its residents.

2. PERSONAL GAIN

The Accounting Officer may not –

- 2.1. Use the position or privileges of a Manager, or confidential information obtained as a Manager, for private gain or to improperly benefit another person; or
- 2.2. Take a decision on behalf of the Municipality concerning a matter in which the Municipal Manager or the Municipal Managers' spouse, partner or business associate, has a direct or indirect personal or private business interest.
- 2.3. Except with the prior consent of the Council of the Municipality, the Municipal Manager may not –
 - 2.3.1. Be a party to a contract for –
 - 2.3.1.1. The provision of goods or services to the Municipality; or
 - 2.3.1.2. The performance of any work for the Municipality otherwise than as a Manager;
 - 2.3.1.3. Obtain a financial interest in any business of the Municipality; or

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2.3.1.4. Be engaged in any business, trade or profession other than the work of the municipality.

3. DISCLOSURE OF BENEFITS.

3.1. The Municipal Manager must disclose in writing full particulars of the benefit to the Council if the municipal manager, his spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the Municipality.

3.2. This item does not apply to a benefit which a municipal manager, or a spouse, partner, business associate or close family members has or acquires in common with all other residents of the Municipality.

4. Unauthorized disclosure of information.

4.1. The Accounting Officer may not without permission disclose any privileged or confidential information obtained as the Manager of the Municipality to an unauthorized person.

4.2. For the purpose of this item "privileged or confidential information " included any information –

4.2.1. determined by the Council of the Municipality or any structure or functionary of the

Municipality to be privileged or confidential;

4.2.2. discussed in closed session by the Council or Committee of the Council;

4.2.3. disclosure of which would violate a person's right to privacy; or

4.2.4. declared to be privileged, confidential or secret in terms of the law.

4.3. This item does not derogate from a person's right to access to information in terms of national legislation.

5. UNDUE INFLUENCE

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5.1. The Accounting Officer may not-

- 5.1.1. unduly influence or attempt to influence the Council of the Municipality, or a structure or functionary of the Council, or a Councillor, with a view or obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;
- 5.1.2. mislead or attempt to mislead the Council, or a structure or functionary of the Council, in its consideration of any matter; or
- 5.1.3. be involved in a business venture with a Councillor without the prior written consent of the Council of the Municipality.

6. REWARDS, GIFTS AND FAVOURS

6.1. The Manager may not request, solicit or accept any reward, gift or favour for –

- 6.1.1. persuading the Council of the Municipality, or any structure or functionary of the Council, with regard to the exercise of any power or the performance of any duty;
- 6.1.2. making a representation to the Council, or any structure or functionary of the Council;
- 6.1.3. disclosing any privileged or confidential information; or
- 6.1.4. doing or not doing anything within the Manager's powers and duties.
- 6.1.5. The Municipal Manager must without delay report to the Executive Mayor / Mayor any offer which, if accepted by the Mayor, would constitute a breach of sub-clause (1).

7. PAYMENT OF ARREARS

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The Manager may not be in arrears to the Municipality for rates and service charges for a period longer than 3 months, and a Municipality may deduct any outstanding amounts from the Manager's salary after this period.

8. PARTICIPATION IN ELECTIONS

The Manager may not participate in an election of the Council of the Municipality, other than in an official capacity or pursuant to any constitutional right or applicable legislation. However, if the Municipal Manager decides to stand for elections as a councillor whilst employed by the municipality, he will have to abide by the **Regulations Regarding Participating of Staff Members in Elections, 2015.**

9. SEXUAL HARASSMENT

The Municipal Manager may not embark on any action amounting to sexual harassment.

10. TEAM WORK

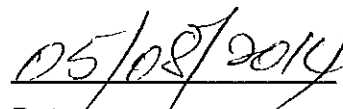
The Kwa Sani local Municipality encourages teamwork. Employees are requested to support one another as well as team objectives, and make positive contributions towards collective goals. Employees should assist one another in their personal development and share their knowledge, experience and any information to contribute to their personal development and growth within the Kwa Sani Local Municipality.

11. BREACHES OF CODE

Breaches of this code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67 (1)(h) of this Act.



Ms. C. N. James
MUNICIPAL MANAGER



Date

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CONFIDENTIAL FINANCIAL DISCLOSURE FORM (DECLARATION OF INTEREST) EMPLOYEES

I, the undersigned (surname and initials) JAMES N.C. of 677 MEADOWS COUNTRY ESTATE (Postal address)

and P.O. Box 43 HIMBVILLE (Residential address)

employed as MUNICIPAL MANAGER at the KWASANI

Municipality hereby certify that the following information is complete and correct to the best of my Knowledge.

1. Shares and other financial interests (Not bank accounts with financial institutions)
See information sheet : Note (1)

Number of shares / extent of financial interest	Nature	Nominal value	Name of Company or entity
N/A			

2. Directorships and Partnerships
See information sheet : Note (2)

Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or income
N/A		

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3. Remuneration work outside the Municipality (As sanctioned by Council)

See information sheet: Note (3)

Name of employer	Type of work	Amount of Remuneration or income
N/A		

Council sanction confirmed :

Signature of The Honorable Mayor : _____ Date : _____

4. Consultancies and retainership

See information sheet: Note (4)

Name of client	Nature	Type of business activity	Value of benefits received
N/A			

5. Sponsorships

See information sheet: Note (5)

Source of sponsorship	Description of sponsorship	Value of sponsorship
N/A		

6. Gifts and hospitality from a source other than a family member

See information sheet: Note (6)


Description	Value	Source
N/A		

7. Land and property

See information sheet: Note (7)

Description	Extent	Area	Value
N/A			

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SIGNATURE OF EMPLOYEE
DATE: 05/08/2014
PLACE: KWASANI

OATH/AFFIRMATION

1. I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence :

(i) Do you know and understand the contents of the declaration?

Answer YES

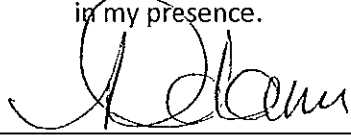
(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer No

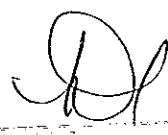
(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer YES.

2. I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.



Commissioner of Oath/Justice of the Peace

 05/08/14.

DAVID ADAM
Commissioner of Oath

Full first names and surname: DAVID ADAM (Block letters)

Designation (rank): COUNCILLOR Ex Officio Republic of South Africa

Street address of institution : 32 ARBUCKLE ST
HIMÉVILLE 3256.

Date : 05/08/14

Place : HIMÉVILLE.

CONTENTS NOTED : MUNICIPAL MANAGER
DATE : _____

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PERSONEL DEVELOPMENT PLAN : MUNICIPAL MANAGER

ANNEXURE B

AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE	PROGRESS	BARRIES	BARRIERS ACTION TO OVERCOME BARRIES
Masters of Business Administration	Registered with Regenesys	30 December 2014	5 Modules Completed 3 outstanding	N/A	N/A