

KWA SANI MUNICIPALITY



PERFORMANCE AGREEMENT

Made and entered into by and between:

Ms N.C. JAMES

**The Municipal Manager of the Kwa Sani Municipality
On behalf of the Kwa Sani Municipality**

And

**Ms S.A. Mc Alister
Manager: Community Services**

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1. INTRODUCTION

- 1.1 The Municipality has entered into a permanent contract of employment with the Manager: Community Services
- 1.2 Section 57(1)(b) of the Systems Act, 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 Community Services Manager and reporting to the Municipal Manager, to a set of actions that will secure local government policy goals.

2. PURPOSE OF THIS AGREEMENT

- 2.1 The parties agree that the purposes of this Agreement are to:
- 2.2 comply with the provisions of Section 57(1)(b), (4A), (4b) and 5 of the Municipal Systems Act;
- 2.3 specify objectives and targets, defined and agreed with the Community Services Manager and to communicate to the Community Services Manager the Municipality's expectations of the Community Services Manager's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Municipality;
- 2.4 specify accountabilities as set out in the performance plan, which forms an annexure to this performance agreement;
- 2.5 monitor and measure performance against set targeted outputs;
- 2.6 use this performance agreement as the basis for assessing whether the Manager Community Services has met the performance expectations applicable to her job;
- 2.7 in the event of outstanding performance, to appropriately reward the Manager Community Services;
- 2.8 establish a transparent and accountable working relationship; and
- 2.9 give effect to the Municipality's commitment to a performance-orientated relationship with its Municipal Manager in attaining equitable and improved service delivery.

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3. COMMENCEMENT AND DURATION

- 3.1 This performance agreement will commence on the 1st of July 2014 and, subject to paragraph 3.3, will continue to force until the 30th of June 2015.
- 3.2 The parties will review the provision of this performance agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by no later than 31st July each year.
- 3.3 This Agreement will terminate on the termination of the incumbent's contract of employment for any reason.
- 3.4 If at any time during the validity of this agreement the work environment changes to the extent that the contents of this agreement are no longer appropriate, the contents must, by mutual agreement between the parties, immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 Annexure "A" sets out:
 - 4.1.1 The performance objectives and targets that must be met by the Community Services Manager
 - 4.1.2 The timeframes 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 Municipal Manager in consultation with the Community Services Manager based on the Integrated Development Plan (2014/2015), Service Delivery and Budget Implementation Plan and the Budget (2014/2015) of the Municipality, and include key objectives; key performance indicators; target dates and weightings.
- 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 Community Services Manager's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Municipality's Integrated Development Plan.

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- 4.5 The Municipality will make available to the Community Services Manager such employees, budgets, equipment and any other resources as the Community Services Manager may reasonably require from time to time to assist her to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Community Services Manager to ensure that he complies with those performance obligations and targets.
- 4.6 The Community Services Manager will at her request be delegated such powers by the Municipal Manager as may in the discretion of the Municipal Manager be reasonably required from time to time to enable her to meet the performance objectives and targets established in terms of this Agreement.
- 4.7 The Community Services Manager will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Community Services Manager will be fully consulted before any such changes are made.
- 4.8 The provisions of Annexure "A" may be amended by the Municipal Manager when the Municipality's performance management system is adopted, implemented and/or amended as the case may be.

5. PERFORMANCE MANAGEMENT SYSTEM

- 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.
- 5.4 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.
- 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 Performance Agreement.
- 5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.

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

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

5.6 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 results as per the weightings agreed to between the Employer and Employee:

Key Performance Areas (KPA's) for Municipal Manager	Weighting
Good Governance and Public Participation	10
Local Economic Development	20
Municipal Institutional Development and Transformation	10
Basic Service Delivery	20
Municipal Financial Viability and Management	10
Spatial Development Framework	20
Total	100%

5.7 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 	10
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 	30
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 	5
CORE COMPETENCIES		
Moral Competence		5
Planning and Organising		15
Analysis and Innovation		5
Knowledge and Information Management		5
Communication		5
Results and Quality Focus		5
TOTAL		100

6. EVALUATING PERFORMANCE

6.1 Annexure "A" to this Agreement sets out:

6.1.1 The standards and procedures for evaluating the Community Services Manager's performance; and

6.1.2 The intervals for the evaluation of the Community Services Manager's performance.

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

The annual performance appraisal will involve:

- I. Assessment of the achievement of results as outlined in the performance plan;
- II. Assessing the extent to which the specified standards or KPIs have been met with due regard to ad-hoc tasks that had to be performed under the KPAs and CCRs.

The criterion upon which the performance of the employee shall be assessed consists of two components, both of which shall be contained in the performance plan:-

- I. The employee must be assessed against both components, with a weighting of 80:20 allocated to the KPAs and the CCRs respectively.
- II. Each area of assessment will be weighted and will contribute a specific part to the total score.

6.3 Despite the establishment of agreed intervals for evaluation, the Municipal Manager may, in addition, review the Community Services Manager's performance at any stage while the contract of employment remains in force.

6.4 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 timeframes.

6.5 The evaluation panel shall be constituted as follows:

- a. The Municipal Manager (Chairperson);
- b. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- c. Member of the executive committee
- d. The Municipal Manager from another Municipality

R. L. N. C.

e. Secretariat

A five-point rating scale to be used for both KPAs and CCRs is as depicted hereunder:

Level	Terminology	Description	Rating				
			0-1	1.1-2	2.1-3	3.1-4	4.1-5
5 (150+)	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The key 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 (130-149)	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above sully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3 (100-129)	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 (41-99)	Performance 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 (0-40)	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. CONSULTATION

7.1 The Municipal Manager agrees to consult the Community Services Manager timeously where the exercising of the Community Services Manager's powers will have, amongst others –

7.1.1 A direct effect on the performance of any of the Community Services Manager's functions;

7.1.2 Commit the Community Services Manager to implement or to give effect to a decision made by the Municipal Manager;

7.1.3 A substantial financial effect on the Municipality.

7.2 The Municipal Manager agrees to inform the Community Services Manager of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 9.1 as soon as is practicable to enable the Community Services Manager to take any necessary action without delay.

Handwritten signatures and initials:
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 JAM
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8. SCHEDULE FOR PERFORMANCE REVIEWS

- 8.1 The performance of the Community Services Manager 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 Municipality shall keep a record of the mid-year review and annual assessment meetings.
- 8.3 Performance feedback must be based on the Municipal Manager assessment of the Community Services Manager's performance.
- 8.4 The Municipal Manager may amend the provisions of "Annexure A" whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

9. MANAGEMENT OF EVALUATION OUTCOMES

- 9.1 The evaluation of the Community Services Manager's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 9.2 The performance bonus payment shall be as follows:

The performance bonus (cash rewards) payment band ranges between 5% and 14% of the all-inclusive remuneration package, as follows:

- I. A score of from 130% to 134% to qualify for a 5% bonus;
- II. A score of from 135% to 138%, to qualify for a 6% bonus;
- III. A score of from 139% to 142%, to qualify for a 7% bonus;
- IV. A score of from 143% to 146%, to qualify for a 8% bonus;
- V. A score of from 147% to 149%, to qualify for a 9% bonus.
- VI. A score of above 150% to 153%, to qualify for a 10% bonus;
- VII. A score of above 154% to 157%, to qualify for a 11% bonus;
- VIII. A score of above 158% to 161% to qualify for a 12% bonus;
- IX. A score of above 162% to 165%, to qualify for a 13% bonus;
- X. A score of above 166% to qualify for a 14% bonus.

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The performance achievement ranging from 80% to 130% shall be regarded as fully effective and therefore warranting the employer to acknowledge and or recognize the employee, whichever is necessary. This category of performance acknowledgement and recognition is a non-financial rewards system. It will apply as follows:

- i. A score of 80% to 100%, to receive a letter of acknowledgement and recognition issued by the Mayor.
- ii. A score of above 100% to 129%, to receive a recognition certificate from the Mayor;

A level of performance achievement of below 50% shall warrant the employer to execute corrective measures that may include disciplinary measures due to incapacity.

10. DISPUTE RESOLUTION

- 10.1 Any Disputes about the nature of the Community Services Manager's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the agreement, shall be mediated by the Executive Committee within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be final and binding on both parties.
- 10.2 Any disputes about the outcome of the employee's performance evaluation, shall be mediated by the 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 Municipal Manager, whose decision shall be final and binding on both parties.

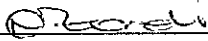
11. GENERAL


- 11.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential, and shall be made available to the public by the Municipality in accordance with the Municipal Finance Management Act, 2003 and Section 46 of the Municipal Systems Act.
- 11.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Community Services Manager's terms of his employment contract, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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Signed at Himeville on this 1 day of August 2014.

AS WITNESSES

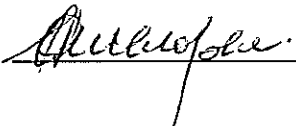
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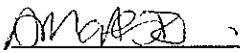

Ms N/C JAMES
Municipal Manager

2. _____

Signed at Himeville on this 1 day of August 2014.

AS WITNESSES

1. 


Ms SA Mc Alister
Community Services Manager

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CONFIDENTIAL FINANCIAL DISCLOSURE FORM (DECLARATION OF INTEREST) EMPLOYEES

I, the undersigned (surname and initials) S.A. McAUSTER of

Box 43 Amersik 3056 (Postal address)

and

Ere 311 Underberg 3057

(Residential address)

employed as Manager Planning + Community Services at the Kwa-Sant

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

2. Directorships and Partnerships

See information sheet : Note (2)

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

David Adam

SIGNATURE OF EMPLOYEE

DATE: 5 August 2014

PLACE: Humeville

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.

David Adam

Commissioner of Oath/Justice of the Peace

David Adam

David Adam
Commissioner of Oaths

05/08/14
Date

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

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

Street address of institution: 32 ARRUCKLE ST.
HUMEVILLE 3256

Date: 05/08/14

Place: HUMEVILLE

[Signature]
CONTENTS NOTED: MUNICIPAL MANAGER
DATE: 05/08/2014

**PERSONEL DEVELOPMENT PLAN : COMMUNITY SERVICES
ANNEXURE B**

AREA TO BE DEVELOPED	TYPE OF INTERVENTION	TARGET DATE	PROGRESS	BARRIES	BARRIERS ACTION TO OVERCOME BARRIES
MANAGEMENT (CPMD)	CPMD COURSES	JUNE 2015	8 COURSES COMPLETED AND 3 OUTSTANDING	NONE	N/A
PROJECT MANAGEMENT	ACCREDITED COURSES	BEFORE JUNE 2015	N/A	N/A	N/A

SWE

Act No. 32, 2000 LOCAL GOVERNMENT
MUNICIPAL SYSTEMS ACT, 2000

SCHEDULE 2

CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

[Sch. 2 amended by s. 29 of Act No. 44 of 2003.]

1. Definitions.—In this Schedule “partner” means a person who permanently lives with another person in a manner as if married.
2. General conduct.—A staff member of a municipality must at all times—
 - (a) loyally execute the lawful policies of the municipal council;
 - (b) perform the functions of office in good faith, diligently, honestly and in a transparent manner;
 - (c) act in such a way that the spirit, purport and objects of section 50 are promoted;
 - (d) 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
 - (e) act impartially and treat all people, including other staff members, equally without favour or prejudice.
3. Commitment to serving the public interest.—A staff member of a municipality is a public servant in a developmental local system, and must accordingly—
 - (a) implement the provisions of section 50 (2);
 - (b) foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
 - (c) promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
 - (d) obtain copies of or information about the municipality’s integrated development plan, and as far as possible within the ambit of the staff member’s job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator;
 - (e) participate in the overall performance management system for the municipality, as well as the staff member’s individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.
4. Personal gain.—(1) A staff member of a municipality may not—
 - (a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or
 - (b) take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member’s spouse, partner or business associate, has a direct or indirect personal or private business interest.(2) Except with the prior consent of the council of a municipality a staff member of the municipality may not—

- (a) be a party to a contract for—
 - (i) the provision of goods or services to the municipality; or
 - (ii) the performance of any work for the municipality otherwise than as a staff member;
- (b) obtain a financial interest in any business of the municipality; or
- (c) be engaged in any business, trade or profession other than the work of the municipality.

5. Disclosure of benefits.—(1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.

(2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.

6. Unauthorised disclosure of information.—(1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person.

(2) For the purpose of this item “privileged or confidential information” includes any information—

- (a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
- (b) discussed in closed session by the council or a committee of the council;
- (c) disclosure of which would violate a person’s right to privacy; or
- (d) declared to be privileged, confidential or secret in terms of any law.

(3) This item does not derogate from a person’s right of access to information in terms of national legislation.

7. Undue influence.—A staff member of a municipality may not—

- (a) 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 to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;
- (b) mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
- (c) be involved in a business venture with a councillor without the prior written consent of the council of the municipality.

8. Rewards, gifts and favours.—(1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for —

- (a) 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;
- (b) making a representation to the council, or any structure or functionary of the council;
- (c) disclosing any privileged or confidential information; or
- (d) doing or not doing anything within that staff member’s powers or duties.

(2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of sub item (1).

9. Council property.—A staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.

10. Payment of arrears.—A staff member of a municipality 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 a staff member's salary after this period.

11. Participation in elections.—A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.

12. Sexual harassment.—A staff member of a municipality may not embark on any action amounting to sexual harassment.

13. Reporting duty of staff members.—Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.

14. 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.


14A. Disciplinary steps.—(1) A breach of this Code is a ground for dismissal or other disciplinary steps against a staff member who has been found guilty of such a breach.

(2) Such other disciplinary steps may include—

- (a) suspension without pay for no longer than three months;
- (b) demotion;
- (c) transfer to another post;
- (d) reduction in salary, allowances or other benefits; or
- (e) an appropriate fine.

[Item 14A inserted by s. 29 of Act No. 44 of 2003.]

Signed by


Ms Sue Mc Alister
Manager : Community Services

5 August 2014
Date: