

ALFRED NZO DISTRICT MUNICIPALITY



ALFRED NZO
DISTRICT MUNICIPALITY

PERFORMANCE AGREEMENT

20/21 FINANCIAL YEAR

BETWEEN

UNATHI MAHLASELA CHIEF FINANCIAL OFFICER

And

ZAMILE HERBERT SIKHUNDLA

PERIOD OF AGREEMENT:

(JULY 2020 TO 30 JUNE 2021)

PERFORMANCE AGREEMENT

Herein represented by Z.H. SIKHUNDLA, in his duly authorized capacity as the MUNICIPAL MANAGER of the ALFRED NZO DISTRICT MUNICIPALITY

AND

U.P. MAHLASELA

Hereinafter referred to as the EMPLOYEE in his capacity as duly appointed as CHIEF FINANCIAL OFFICER of the municipality.

WHEREBY IT IS AGREED AS FOLLOWS:

- a) The Employer has entered into an Agreement of Employment with the Employee in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000. The Employer and the employee are hereinafter referred to as "Parties"
- b) Agreement of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement within sixty days of assumption of duty, and renew it annually within one month of the beginning of each financial year of the municipality;
- c) The parties must 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 as defined in the municipal Integrated Development Plan;
- d) The parties must ensure that there is compliance with Municipal Performance Management Framework Policy and with Sections 57 (a), 57 (b) 57 (c) and 57 (d) of the Local Government: Municipal System Act, 2000 as amended; and
- e) The performance contract is between U.P. MAHLASELA, CHIEF FINANCIAL OFFICER, and Z.H. SIKHUNDLA, MUNICIPAL MANAGER. It is for the 2019/2010 financial year. The expected performance reflected in this contract is based on the Integrated Development Plan 2019/2020 reviewed, and the 2019/2020 Service Delivery and Budget Implementation Plan.
- f) The National Treasury has issued circular no2 of Municipal MSCOA in preparation of full M SCOA compliance.

INTERPRETATION AND DEFINITIONS

In this Agreement, unless the context indicates otherwise—

- 1.1. An expression, which denotes any gender, includes the other genders, a neutral person includes an judicial person and vice versa, and the singular includes the plural and vice versa;
- 1.2. Clause headings are for convenience only and will not be used in its interpretation, and the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

"Agreement"	means this Performance Agreement and all the Appendices hereto;
"Employee"	means YOUR NAME AND SURNAME
"MEC"	means the Member of the EASTERN CAPE Executive Council responsible for local Government;
"MFMA"	means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);
"Municipality"	means ALFRED NZO DISTRICT MUNICIPALITY , established in terms of Structures Act;
"Parties"	means the Municipality and the Employee;
"Regulations"	means the Local Government: Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, promulgated in the Government Gazette as Regulation Notice 805 on 1 August 2006;

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2018-19 Performance Agreement

"Structures Act"

means the Local Government: Municipal Structures Act, 2000 (Act No. 117 of 1998); and

"Systems Act"

means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended, and the Regulations promulgated in terms of the Act;

MSCOA

Means -is a multi-dimensional recording and reporting system across seven segments. Function or sub-function (GFS votes structure) Item (asset, liability, revenue, expenditure, etcetera) Funding source (rates, services charges, grants, loans, etcetera)

- 1.3. Words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub clause; and
- 1.4. This agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 2.1. Comply with the provisions of Section 57(1) (b), (4A), (4B), (4C) and (5) of the Systems Act as well as the Memorandum of Agreement of Employment entered into between the parties;
- 2.2. Communicate the Employer's performance expectations and accountabilities to the Employee, by specifying objectives and targets as defined in the IDP;
- 2.3. Specify accountabilities as set out in the Performance Plan, which must be in a format Substantially compliant with Appendix "A";
- 2.4. Monitor and measure performance against set targeted outputs;
- 2.5. Use this Agreement and the Performance Plan as the basis for assessing the performance of the Employee and to establish whether the Employee has met the performance expectations applicable to the position; and
- 2.6. Appropriately reward the Employee in accordance with the Employer's performance Management policy in the event of outstanding performance.

COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence on **01 July 2020** and will remain in force until **30 June 2021**, where after a new Agreement, Performance Plan and Personal Development Plan must be concluded between the parties for each of the following financial years or any portion thereof for the duration of the Agreement of Employment.
- 3.2. This Agreement will terminate on the termination of the Employee's employment for any reason whatsoever or when the Acting Appointment is terminated.
- 3.3. The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.4. 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 must immediately be revised.
- 3.5. Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Systems Act, and regulation 4(5) of the Regulation

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PERFORMANCE OBJECTIVES

- 4.1. The Performance Plan must set out the–
 - 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 Performance Plan must–
 - 4.2.1. Be set by the Employer in consultation with the Employee;
 - 4.2.2. Be based on the Integrated Development Plan and Budget of the Employer; and
 - 4.2.3. Include key objectives, performance indicators, target dates and weightings.
- 4.3. It is agreed that–
 - 4.3.1. The key objectives must describe the main tasks that must be performed by the Employee;
 - 4.3.2. The key performance indicators provide the details of the evidence that must be provided to indicate that a key objective has been achieved;
 - 4.3.3. The target dates describe the timeframe in which the work must be achieved; and
 - 4.3.4. The weightings indicate 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.

PERFORMANCE MANAGEMENT SYSTEM

- 5.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Municipality, and accepts that the purpose of the performance management system is to provide a comprehensive system, with specific performance standards, to assist Municipality to perform to the standards required.
- 5.2. The Employer must consult the Employee about the specific performance standards that are included in the performance management system that are applicable to the Employee.
- 5.3. The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas, including special projects relevant to the Employee's responsibilities, within the local government framework.
- 5.4. The Employee must be assessed on his or her performance in terms of the performance indicators identified in the attached Performance Plan and include–
 - 5.4.1. The Key Performance Areas; and
 - 5.4.2. Core Managerial Competencies,

With a weighting of 80:20 allocated to sub-clause (a) and (b) respectively.

- 5.5. The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory and weights must be allocated to each of them according to the scale of core and functional responsibilities:

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2018-19 Performance Agreement

National KPA		✓	Weight
1	Municipal transformation and Institutional Development		
2	Basic Service Delivery		
3	Local Economic Development		
4	Financial Viability & Management		
5	Good Governance and Public Participation		
Total			100%

5.6. The Core Management Criteria will make up the other 20% of the Employee's assessment score

5.7. The Core Competency Requirements are deemed to be most critical for the Employee's specific job and **only ten (10)** of them should be selected from the list below including the compulsory CMC s as agreed to between the Employer and Employee:

No	Competency Required	Category	✓	Weight
1	Financial Management - Compulsory			70
2	People Management - Compulsory			10
3	Client orientation and Customer Care - Compulsory			5
4	Strategic Capability			5
5	Programme and Project Management	Core Managerial Competency		5
6	Change Management			
7	Knowledge Management			
8	Service Delivery Innovation			
9	Problem Solving and Analytical Thinking			
10	Communication			
11	Honesty and Integrity			
12	Competence in Self-Management			
13	Interpretation of and implementation within the legislative and national policy frameworks			
14	Knowledge of developmental local government			
15	Knowledge of Performance Management and Reporting			
16	Knowledge of global and South African specific political, social and economic contexts	Core Occupational Competencies		5
17	Competence in policy conceptualization, analysis and Implementation			
18	Knowledge of more than one functional municipal field/ Discipline			
19	Skills in Mediation			
20	Skills in Governance			
21	Competence as required by other national line sector Departments			
22	Exceptional and dynamic creativity to improve the functioning of the municipality			

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5

- 5.8. Final Assessment scores shall be given according to each Key Performance Area either by working out a mean or by giving one final score to each KPA.
- 5.9. Final Assessment scores shall be awarded according to each Core Competency requirements either by working out a mean or by giving one final score to each CCR.

EVALUATING PERFORMANCE

6.1. The Performance Plan, attached hereto as Appendix "A", must set out the: -

- 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 during the validity of the Agreement of Employment.
- 6.3. Personal growth and development needs identified during any performance review discussion, as well as the actions and time frames agreed to, must be documented in a Personal Development Plan, which must be in a format substantially compliant with Appendix "B".
- 6.4. The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.

6.5. The annual performance appraisal must involve -

- 6.5.1. An assessment of the achievement of results as outlined in the performance plan;
- 6.5.2. An assessment of each Key Performance Area according to the extent to which the Specified standards or performance indicators have been met and with due regard to
- 6.5.3. Ad hoc tasks that had to be performed;
- 6.5.4. A rating on the five-point scale for each Key Performance Area; and
- 6.5.5. The use of the applicable assessment rating calculator to add the scores and
- 6.5.6. Calculate a final Key Performance Area score.

6.6. The Core Management Criteria must be assessed-

- 6.6.1. According to the extent to which the specified standards have been met;
- 6.6.2. With an indicative rating on the five-point scale for each Criteria; and
- 6.7. By using the applicable assessment rating calculator to add the scores and calculating a final score.
- 6.8. An overall rating is calculated by using the applicable assessment-rating calculator, which represents the outcome of the performance appraisal, provided that the Performance assessment of the Employee will be based on the following rating scale

For both Key Performance Indicators and Core Management Criteria:

Level	Terminology	Description Rating
5	Outstanding performance	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Performance fully meets the standards expected in all areas of the job.

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2018-19 Performance Agreement

			✦ 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 effective	fully	<ul style="list-style-type: none">✦ 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		<ul style="list-style-type: none">✦ 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.

6.9. The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27(4) (d), (e) and (f) of the Regulations.

6.10 The following formula shall be used to calculate total scores for awarding performance bonus: -

Formula 1.

- Weight x Final score per KPA = $V \times 80\%$ (for KPA) = score for each KPA.
- Add up all KPA scores to get a total sum = W.

Formula 2.

- Weight x Final score per CMC = $Y \times 20\%$ (for CMC) = score for each CCR.
- Add up all CCR scores to get a total sum = Z.

Formula 3.

- $W + Z = \text{Total score (percentage)}.$

7. MANAGEMENT OF EVALUATION OUTCOMES

- The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance, as per regulation 32(2) of the Regulations.
- In the case of unacceptable performance, the Employer—
- Must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- May, after appropriate performance counselling and having provided the necessary guidance and support as well as reasonable time for improvement in performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

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[Signature]

7.6 Performance bonuses shall be awarded to individual employees who have a total score **of 4 and above**. This means that the employee's performance must be significantly higher than the standard expected in the job or the performance must be outstanding. ii. Performance rewards can only be made after independent verification of evidence and performance plan by the Internal Audit. iii. Performance bonus must be paid once a year provided the Municipality has budget for bonuses. Below is a scale that will be used in calculating the performance bonuses of the Municipal Manager, Section 56/57 employees, and line managers.

7.7 The first performance bonus (cash rewards) payment band ranges between 5% and 9% of the all-inclusive remuneration package, as follows:

- I. Score of above 130% to 136%,
- II. A score of above 136% to 142%,
- III. A score of above 142% to 149%

7.8 The second performance bonus (cash rewards) payment band ranges between 10% and 14% of the all-inclusive remuneration package, as follows;

- I. A score of 150 to 155%,
- II. A score of above 155%,
- III. A score of above 160%,

8. SCHEDULE FOR PERFORMANCE REVIEW

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

Quarter	Review Period	Review to be completed by
1	Mid-Year Review	January to February 2021
2	Annual Review	Sep to Dec 2021

8.2 **Provided that reviews in the first and third quarter may be verbal if performance is satisfactory.**

8.2.1 The Employer must keep a record of the mid-year review and annual assessment meetings, and feedback must be based on the Employer's assessment of the Employee's performance.

8.2.2 The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee must be consulted before any such change is made.

8.2.3 The work performance and performance review will not be confined and limited to the performance plan, any incidental work outside the performance plan shall be performed and evaluated accordingly.

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9. OBLIGATION OF THE EMPLOYER

The Employer must–

- 9.1 Create an enabling environment to facilitate effective performance by the Employee;
- 9.2 Provide access to skills development and capacity building opportunities;
- 9.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 9.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement; and
- 9.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him or she to meet the performance objectives and targets established in this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will–

- 9.1.1 Have 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 Have a substantial financial effect on the Employee.
- 10.1.4 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-clause (1) above, as soon as is practicable to enable the Employee to take any necessary action without delay

11. DISPUTE RESOLUTION

11.1. Any disputes about the nature or content of the Employee's Performance Agreement, must be mediated by –

- 11.1.1. The Member of the Executive Council responsible for local government in the province, in the case of the Municipal Manager, or any other person appointed by the said Member of the Executive Council; and
- 11.1.2. The Mayor, in the case of Managers directly accountable to the Municipal Manager, within thirty days of receipt of a formal dispute from the Employee.

11.2. Any disputes about the outcome of the Employee's performance evaluation, must be mediated by–

- 11.2.1. The Member of the Executive Council for local government in the province, or any other person appointed by the MEC, in the case of the Municipal Manager; and
- 11.2.2. A Municipal Councilor, in the case of Managers directly accountable to the Municipal Manager, provided that such a Councilor was not part of the evaluation panel contemplated

in regulation 27(4) (e) of the Regulations, within thirty days of receipt of a formal dispute from the Employee.

- 11.3. The decision of the Mediator contemplated in sub-clauses (1) and (2) will be final and binding on both parties.

GENERAL

- 12.1. The Employer must make the contents of this Agreement and the outcome of any review conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.
- 12.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his or her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 12.3. The performance assessment results of the Municipal Manager must be submitted to the Member of the Executive Council responsible for local government in the **EASTERN CAPE** as well as the National Minister responsible for local government, within fourteen days after the conclusion of the assessment.
- 12.4. The employee is required to complete the Financial Disclosure Form as per Item 5 of the Code of Conduct for municipal staff members. (Appendix C)
- 12.5.

Thus done and signed at Enayesbeni on this 7 day of July (Month) 2020 (Year)

AS WITNESSES:

1. 

2. 

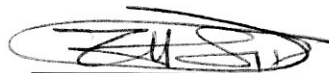
EMPLOYEE


AS WITNESSES:

1. 

2. _____

EMPLOYER (Person reporting to)



APPENDIX A

SCORECARD / PERFORMANCE PLAN

FOR

CHIEF FINANCIAL OFFICER

FOR

YEAR 2020 /21