

## **PERFORMANCE AGREEMENT**



**MADE AND ENTERED INTO BY BETWEEN:**

**THE MATATIELE MUNICIPALITY  
AS REPRESENTED BY HER WORSHIP THE MAYOR  
COUNCILLOR NTOMBOVUYO SILBEROSE NKOPANE**

**AND**

**DAMIAN CRYSOGONUS TSHEPANG NAKIN**

**IDENTITY NUMBER:**

**THE MUNICIPAL MANAGER OF MATATIELE LOCAL MUNICIPALITY**

**FOR THE**

**FINANCIAL YEAR: 1 JULY 2012 – 30 JUNE 2013**

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## PERFORMANCE AGREEMENT

### ENTERED INTO AND BETWEEN:

**The Matatiele Local Municipality** herein represented by **Ntombovuyo S. Nkopane**, in her capacity as Mayor (hereinafter referred to as the **Employer** or Supervisor).

And

**Damian Crysgonus Tshepang Nakin**, the Municipal Manager of the Matatiele Local Municipality (hereinafter referred to as the **Employee**).

### 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 in conjunction with the Contract of Employment concluded between the parties, stipulates that the parties must conclude an Annual Performance Agreement. 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.
- 1.3 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(4)(a), 57(4)(b) and 57(5) of the Systems Act.

#### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Annual Performance Agreement is to:

- 2.1 comply with the provisions of Section 57(1)(b), 4(a), 4(b) 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;

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- 2.5 use the Annual Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to 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. COMMENCEMENT AND DURATION**

- 3.1 This Agreement will commence on the 1<sup>st</sup> of July 2012 and will remain in force until the 30<sup>th</sup> of June 2013, at which point a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the following 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 no 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 contents of this Agreement may be revised at anytime 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 of 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 (IDP), the Service Delivery and Budget Implementation Plan (SDBIP) and the Employer's approved budget and shall include key objectives, key performance indicators (KPI's), 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 Employee's performance will, in addition, be measured in terms of contribution to the goals and strategies set out in the Employer's Integrated Development Plan.

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## 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.

## 6. PERFORMANCE MANAGEMENT SYSTEM CRITERIA

- 6.1 The Employee agrees to participate in the performance management and development system that the Employer adopts.
- 6.2 The Employee undertakes to actively focus towards the promotion and implementation of Key Performance Areas (KPA's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 6.3 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.
  - 6.3.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the KPA's and the Core Competency Requirements (CCR's) respectively. The CCR's are made up of the Core Managerial Competencies (CMC's) and Core Occupational Competencies (COC's).
  - 6.3.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
  - 6.3.3 KPA's covering the main areas of work will account for 80% and CMC's will account for 20% of the final assessment.
- 6.4 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   |
|--------------------------------------------------------|-------------|
| Basic Service Delivery                                 | 20          |
| Municipal Institutional Development and Transformation | 10          |
| Local Economic Development (LED)                       | 10          |
| Municipal Financial Viability and Management           | 20          |
| Good Governance and Public Participation               | 20          |
| <b>TOTAL</b>                                           | <b>100%</b> |

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- 6.5 The CCR's will make up the other 20% of the Employee's assessment score. CMC's that are deemed to be the most critical for the Employee's specific job should be selected from the list below as agreed to between the Employer and Employee.

| <b>CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>                                             |   |               |
|-----------------------------------------------------------------------------------------------|---|---------------|
| <b>CORE MANAGERIAL COMPETENCIES (CMC's)</b>                                                   | √ | <b>WEIGHT</b> |
| 1. Strategic Capability and Leadership                                                        |   |               |
| 2. Programme and Project Management                                                           |   |               |
| <b>3. Financial Management</b>                                                                |   |               |
| 4. Change Management                                                                          |   |               |
| 5. Knowledge Management                                                                       |   |               |
| 6. Service Delivery Innovation                                                                |   |               |
| 7. Problem Solving and Analysis                                                               |   |               |
| <b>8. People Management and Empowerment</b>                                                   |   |               |
| <b>9. Client Orientation and Customer Focus</b>                                               |   |               |
| 10. Communication                                                                             |   |               |
| 11. Honesty and Integrity                                                                     |   |               |
| <b>CORE OCCUPATIONAL COMPETENCIES (COC's)</b>                                                 | √ | <b>WEIGHT</b> |
| 1. Competency in self management                                                              |   |               |
| 2. Interpretation of and implementation within the legislative and national policy frameworks |   |               |
| 3. Knowledge of developmental local government                                                |   |               |
| 4. Knowledge of performance management and reporting                                          |   |               |
| 5. Knowledge of global and South African specific political, social and economic contexts     |   |               |
| 6. Competence in policy conceptualisation, analysis and implementation                        |   |               |
| 7. Knowledge of more than one functional municipal field/discipline                           |   |               |
| 8. Skills in mediation                                                                        |   |               |
| 9. Skills in governance                                                                       |   |               |
| 10. Competence as required by other national line sector departments                          |   |               |
| 11. Exceptional and dynamic creativity to improve the functioning of the municipality         |   |               |
| <b>TOTAL</b>                                                                                  |   | <b>100%</b>   |

## **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 intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

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- 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 contribution 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 achievement of results as outlined in the Performance Plan:
- 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.
  - An indicative rating on the five-point scale should be provided for each KPA.
  - The applicable assessment rating calculator (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.
- 7.5.2 Assessment of CCR's:
- Each CCR should be assessed according to the extent to which the specified standards have been met.
  - An indicative rating on the five-point scale should be provided for each CCR.
  - The applicable assessment rating calculator (refer to paragraph 7.5.1 above) must then be used to add the scores and calculate a final CCR score.
- 7.5.3 Overall rating – an overall rating is calculated by using the applicable assessment rating calculator. Such overall rating represents the outcomes 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 CCR's:

| RATING | DEFINITION OF RATING                         | DESCRIPTION                                                                                                                                                                                                                                                                                                                                             |
|--------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 Performance Agreement 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.                                                                    |

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|   |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 Performance Agreement and Performance Plan.                                                                                                                                                                                     |
| 2 | Not fully effective      | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the Employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the Performance Agreement 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 Performance Agreement 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 Mayor;
- 7.7.2 Chairperson of the Audit Committee;
- 7.7.3 Ward Committee Member (on a rotational basis), where applicable;
- 7.7.4 Member of the Mayoral Committee (Executive Committee); and
- 7.7.5 Mayor and/or Municipal Manager from another municipality.

## 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:

|                 |                              |
|-----------------|------------------------------|
| First quarter:  | July 2012 – September 2012   |
| Second quarter: | October 2012 – December 2012 |
| Third quarter:  | January 2013 – March 2013    |
| Fourth quarter: | April 2013 – June 2013       |

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- 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**

- 9.1 The Personal Development Plan (PDP) for addressing 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 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.

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- 11.2 The Employer agrees to inform the Employee of the outcomes 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 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 current remuneration package at end of financial year (30 June) subject to a fully effective assessment.
- 12.4 In the case of unacceptable performance, the Employer shall:
- 12.4.1 provide systematic remedial of development support to assist the Employee to improve his/her performance; and
- 12.4.2 after appropriate performance and counseling 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.

## **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 and 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; and
- 13.1.3 In the event that the mediation process contemplated above fails, clause 19.3 of the Employee's 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.

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Thus done and signed at MATATELE..... on this the 30<sup>th</sup> day July 2012.



**DAMIAN CRYSONGONUS TSHEPANG NAKIN**  
**EMPLOYEE**

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_



**NTOMBOVUYO SILBEROSE NKOPANE**  
**MAYOR**

**AS WITNESSES:**

1.  \_\_\_\_\_

2.  \_\_\_\_\_