# Appendix A

# PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

# THE MANGAUNG METROPOLITAN MUNICIPALITY AS REPRESENTED BY THE CITY MANAGER

Tankiso Ben Mea	
FULL NAMES	••

AND

David Samuel Nkaiseng

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE FINANCIAL YEAR:

01 JULY 2018 - 30 JUNE 2019

MIR. TO

### PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Mangaung Metropolitan Municipality herein represented by **Tankiso Ben Mea** (full name) in his capacity as City Manager. (Hereinafter referred to as the **Employer** or Supervisor)

And

**David Samuel Nkaiseng** (full name) Employee of the 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 54A of the Local Government: Municipal Systems Act 32 of 2000 and as amended ("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.

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### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract 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 Integrated Development Plan and the Service Delivery and Budget Implementation Plan (SDBIP).
- 2.3 specify accountabilities as set out in a performance plan, which must be in a format substantially compliant to Appendix "A";
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the performance agreement as the basis for assessing 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 performance,

### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2018** and will remain in force until **30 June 2019** where after a new Performance Agreement, Performance Plan and Personal Development Plan must I 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.
- 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.

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- 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 section 34 and 42 of the Systems Act, and regulation 4(5) of the Regulations

### 4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) must 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 Performance Plan must:
  - a) Be set by the **Employer** in consultation with the **Employee**;
  - b) **Be** based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and
  - c) Include key objectives; key performance indicators; target dates and weightings.

### 4.3 It is agreed that-

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

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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 to the Municipality and accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff 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 as applicable to the Employee.
- 5.3 The Employee must be assessed on his or her performance in terms of the performance indicators identified in the attached Performance Plan and include =
  - a) The Key Performance Areas; and
  - b) Core Managerial Competencies
- 5.4 The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following:

Key Performance Areas (80% of Total)	Weighting
Ensure functional ICT proper Planning and Governance	25
Maintenance and upgrading of buildings and sports facilities /infrastructure	30
Revenue enhancement	10%
Ensure effective management of the Department	35%
Total	100%

5.5 The Core Management Criteria (CMC) will make up the other 20% of the Employee's assessment score, and are deemed to be most critical for the Employee's specific job

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should be selected form the list below as agreed between the Employer and Employee

CORE COMPETENCY REQUIREMENTS (CCR)	EOD EMBLOS	/EES /20% o
Total)	FOR EMIFEO	EE3 (20 % O
CORE MANAGERIAL COMPETENCIES (CMC)	1	WEIGHT
Strategic Direction and Leadership		10%
Programme and Project Management		10%
Financial Management	compulsory	20
Change Management		
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analysis		
People Management and Empowerment	compulsory	15%
Client Orientation and Customer Focus	compulsory	15%
Communication		
Accountability and Ethical Conduct		10
Policy Conceptualisation and implementation		10
Mediation Skills		
Advanced Negotiation Skills		
Advanced influencing skills		
Partnership and Stakeholder Relations		10
Supply Chain Management		
·		
Total percentage	•	100%

### 6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement must sets out
  - a) the standards and procedures for evaluating the Employee's performance; and
  - b) the intervals for the evaluation of the Employee's performance.

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- 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 timeframes agreed to, must be documented in a Personal Development Plan which must be in a format substantially compliant to Annexure "B"
- 6.4 The **Employee**'s performance will be measured in terms of contributions to the goals and strategies set out in the **Employer**'s IDP.
- 6.5 The annual performance appraisal will involve:
  - i. An assessment of the achievement of results as outlined in the performance plan:
  - ii. An assessment of 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
- iii. A rating on the five-point scale for each Key Performance Area; and
- iv. The use of the applicable assessment rating calculator to add the scores and calculate a final core.
- 6.6. The Core Management Criteria must be assessed -
- (a) according to the extent to which the specified standards have been met.
- (b) with an indicative rating on the five-point scale for each Criteria; and
- (d) using the applicable assessment rating calculator to add the scores and calculate a final score.
- 6.7 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 used on the following rating scale for both Key Performance Indicators and Core Management Criteria

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Level	Terminology	Description	Ra	ating	g		
			1	2	3	4	5
	Outstanding	Performance far exceeds the standard					
	performance	expected of an employee at this level. The					
}		appraisal indicates that the Employee has					
5		achieved above fully effective results against					
		all performance criteria and indicators as					
		specified in the PA and Performance plan and					
		maintained this in all areas of responsibility					
		throughout the year.					
	Performance	Performance is significantly higher than the					
	significantly	standard expected in the job. The appraisal					
	above	indicates that the Employee has achieved					1
4	expectations	above fully effective results against more than					-
		half of the performance criteria and indicators					1
		and fully achieved all others throughout the					
		year.					
	Fully effective	Performance fully meets the standards		_	_	_	
		expected in all areas of the job. The appraisal					
		indicates that the Employee has fully					}
3		achieved effective results against all					}
		significant performance criteria and indicators					
		as specified in the PA and Performance Plan.					
	Not fully effective	Performance is below the standard required				_	
		for the job in key areas. Performance meets					
		some of the standards expected for the job.					
2		The review/assessment indicates that the					1
		employee has achieved below fully effective					
		results against more than half the key					1
		performance criteria and indicators as					
		specified in the PA and Performance Plan.					1

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Level	Terminology	Description	Ra	etin	g		
			1	2	3	4	5
	Unacceptable	Performance does not meet the standard					
	performance	expected for the job. The review/assessment					
		indicates that the employee has achieved					
		below fully effective results against almost all					
1		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.					

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

### 7. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter (July – September 2018) : 09 – 12 October 2018

Second quarter (October – December 2018) : 08 – 11 January 2019

**Third quarter** (January – March 2019) : 09 – 12 April 2019

Fourth quarter (April – June 2019) : 16 – 19 July 2019 (excluding

financial information)

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

- 7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings and feedback must I be based on the **Employer**'s assessment of the **Employee**'s performance.
- 7.3 The **Employer** may amend the provisions of Performance Plan whenever the performance management system is adopted, implemented and / or amended as the

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case may be. In that case the **Employee** will be fully consulted before any such change is made.

### 8. OBLIGATIONS OF THE EMPLOYER

- 8.1 The Employer must -
  - 8.1.1 create an enabling environment to facilitate effective performance by the employee;
  - 8.1.2 provide access to skills development and capacity building opportunities;
  - 8.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
  - 8.1.4 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
  - 8.1.5 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.

### 9. CONSULTATION

- 9.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will
  - a. have a direct effect on the performance of any of the Employee's functions;
  - commit the Employee to implement or to give effect to a decision made by the Employer; and
  - c. have a substantial financial effect on the **Employer**.
- 9.2 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.

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### 10. MANAGEMENT OF EVALUATION OUTCOMES

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

### 11. DISPUTE RESOLUTION

- 11.1 Any disputes about the nature of the **Employee**'s performance agreement, must be mediated by
  - a. the Member of the Executive Council responsible for local government in the province, in case of the Municipal Manager, or any other person appointed by the said Member of the Executive Council; and
  - the Mayor, in the case of Managers directly accountable to the Municipal Manager within thirty days or 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 -

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- a. the Member of the Executive Council responsible for local government in the Province, or any other person appointed by the MEC, in the case of the Municipal Manager, and
- b. a Municipal Councillor, in the case of Managers directly accountable to the Municipal Manager, provided such a Councillor was not part of the evaluation panel contemplated in regulation 27(4)(e) of the Regulations, within thirty days or receipt of a formal dispute from the employee

### 12. GENERAL

**AS WITNESSES** 

- 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/ 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 MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

# **PERFORMANCE PLAN**

**ANNEXURE A** 

PERFORMANCE SCORECARD - SECTION 56 EM

CORPORATE SERVICES

HOD: CORPORATE SERVICES

Job Title:

THE CITY MANAGER

anager

Purpose Position

Signed and accepted by the City

Signed by the City Manager.

DAVID SAMUEL NKAISENG

Employee Name:

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### 1. Purpose

The performance plan defines the council expectation of the HOD of Corporate Service's performance agreement to which this document is attached and Section 57 (5) of the Municipal System Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan and as reviewed annually.

### 2. Key responsibilities

The following objects of local government will inform the HOD: Corporate Services against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner
- 2.3 Promote social and economic development
- 2.4 Promote a safe and healthy environment
- 2.5 Encourage the involvement of communities and community organisation in the matters of local government

### 3. Key Performance Area

The following Key Performance Area (KPAs) as outline in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objective listed in the table below:

- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and transformation
- 3.3 Local Economic Development (LED)
- 3.4 Municipal Financial Viability and Management
- 3.5 Good Governance and Public Participation

### 4. Key Performance Objectives and Indicators, for the Municipal Manager

The provision and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government Municipal performance Regulations for Municipal Managers and Managers Directly (Regulation No. R805, dated 1 August 2006)

- 4.3 Regulations No.796 (Local Government: Municipal Planning and Performance Management Regulation, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to Chapter 8. (must include, inter alia, tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General's report)
- 4.5 Property Rates Act, 2004
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal System Act 2000, in particular, but not limited to sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager

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Prepared by office of the City Manager

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GOVERNANCE	NCE						
Legislative KPAs	, KPAs	Basic Service Delivery	ł	and Good IDP KPA	Good Governance		KPA No(No in the IDP e.g.3
		Governance and Public Participation	ic Participation				
KFA No	KFA No IDP Objective	КРІ	Target	1st Blannuat	_	Annual Report Motivation for under Assessment Score	Assessment Score
				Report	Final	performance and	1 2 3 4 5
						exceptional performance	
			IN LOCAL	AL IN LOCAL IN	IN LOCAL		
			GOVERNMENT	GOVERNMENT	GOVERNMENT		

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		200	Delivery and Good	IDP KPA	COUNTRIES TO THE PARTY OF THE P			
		Governance and Public Participation			ACCIPILIBATION DOOR		KPA No(No In the IDP e.g.3	IDP e.g.3
KFA No	IDP Objective	KPI	Target	1" Biannuał	Annual Report	Motivation for under	$\rightarrow$	
				Report	Final	5 }	Эшяяяяя	
						and	1 2 3 4	5
3.6		PROVISION OF	-	ł		exceptional performance		
		TO NOISINON I	PROVISION OF	PROVISION OF	PROVISION OF			-
		CITY'S PLANNING	INPUTS INTO THE	INPUTS INTO THE	INPUTS INTO			
		PROCESSES (IDP &	CITY'S PLANNING	CITY'S PLANNING	THE CITY'S			
		BEPP)AND RISK	PROCESSES AND	PROCESSES AND	PLANNING			
		WITHIN STIPLI ATED	RISK	RISK	PROCESSES			
		TIME FRAMES AND	MANAGEMENT 2	MANAGEMENT 2	AND RISK			
		IN LINE WITH	WEEKS EARLIER	WEEKS EARLIER	MANAGEMENT 2			
		REGUIREMENTS	THAN	THAN	WEEKS EARLIER			
			STIPULATED	STIPULATED	THAN			
			TIME FRAMES	TIME FRAMES	STIPULATED			
			AND IN LINE WITH	AND IN LINE WITH	TIME FRAMES			_
			QUALITY	QUALITY	AND IN LINE			_
			REQUIREMENTS	REQUIREMENTS	WITH QUALITY			
3.7					REQUIREMENTS			_
š		% COMPLIANCE	100%	100%	100%			
		SYSTEM OF	COMPLIANCE	COMPLIANCE	COMPLIANCE			
		DELEGATION	WITH THE CITY'S	WITH THE CITY'S	WITH THE			
		POLICY	SYSTEM OF	SYSTEM OF	SYS			
			DELEGATION	DELEGATION	OF DELEGATION			
3.0			POLICY	POLICY	POLICY			
9		PERCENTAGE INCREASE IN	100%	100%	100%			
		IMPLEMENTATION	(MPLEMENTAT)O	IMPLEMENTATIO	IMPLEMENTATIO			
		OF THE CITY'S	N OF THE CITY'S	N OF THE CITY'S	N OF THE CITY'S			

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OFFICE OF	OFFICE OF THE CITY MANAGER AND CORPORATE SERVICE	CORPORATE SERVICE					
Legislative KPA	KPA	Basic Service Dell	Delivery and Good	IDP KPA	Good Governance		KPA No(No in the IDP e.g.3
		Governance and Public Participation	Participation				
KFA No	IDP Objective	KPI	Target	1st Biannual	Annual Report	Motivation for under	Assessment Score
				Report	Final	performance and	1 2 3 4 5
						exceptional performance	
		SDBIP	SDBIP	SDBIP	SDBIP		
3.9		100%	100%	20%	100%		
		IMPLEMENTATION	IMPLEMENTATIO	IMPLEMENTATIO	IMPLEMENTATIO		
		EQUITY TARGETS	N OF	N PO	N		
		SET FOR	EMPLOYMENT	EMPLOYMENT	EMPLOYMENT		
		DEPARTMENT IN	EQUITY TARGETS	EQUITY TARGETS	EQUITY		
		FMPI OYMENT	SET FOR	SET FOR	TARGETS SET		
		EQUITY PLAN	DEPARTMENT IN	DEPARTMENT IN	FOR		
			THE CITYS'	THE CITYS'	DEPARTMENT IN		
			EMPLOYMENT	EMPLOYMENT	THE CITYS'		
			EQUITY PLAN		EMPLOYMENT		
					EQUITY PLAN		
							1

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Signed and accepted by:

Job title: 74 6 28

Date: /

Corporato germens

Signed by the Çity Manager on behalf of the Mangaung Metro Municipality Council Date: 12/07/

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Consolidated Score Sheet 9

Key Performance Area	Weighting	City Manager's HOD's Rating Rating	Final / Consolidated Reason for Final Score Score
-			
2			
3			
4			
22			
9			
7			
Total:	100	Final Score	

### 7. CONTROL SHEET

## TO BE UPDATED BY CITY MANAGER

PLANNING PHASE		
Date of 1st planning meeting	Date of 2 <sup>nd</sup> planning meeting	
Date copy of performance plan handed to HOD	City Manager	TB Mea

### **COACHING PHASE**

(Keep a record of meetings h	eld to give fee	edback to the H	OD on pe	erformance re	lated issues)
Date of Feedback Meeting	Performanc	e issue discuss	sed and	corrective acti	on to be taken
				-11	
Date of formal half year				,	
REVIEWING PHASE					
Date HOD notified of formal					
review meeting	) 				
Date of 1st review meeting	_				
Date of 2 <sup>nd</sup> Review meeting					~
Date of 3 <sup>rd</sup> Review meeting					
Date of 4th Review meeting				0	
City Manager	ТВ Меа	Signat	ture	A	



### Annexure B

# PERSONAL DEVELOPMENT PLAN (To be completed by the HOD)

INCU SALA JOB	IICIPALITY: IBENT: ARY: TITTLE: DRT TO:	MANJANNY METROPOZIJAN MUNICIP BANIA NKOTSENŚ MOD CORPOPALATE STANICES CITY MANUAGER
1.	profile of job description)?  MATER 16 MAVA  MODELE MAVA  MANGE LEMBER  GRUNDER MY	Jacque,
2.	What are competencies from the possess?  ################################	above list, does the job holder already
3.	What then are the competency ganecessary competencies, comple	
4.	Actions/Training interventions to a  CARALEND POR.  WHANA JEMEN 7	PRUSHIM MU
	Indicate the competencies required progression/development	d for future career

29 | P a g e

6.	Action/Training interventions to address future progression  MAS 7675 FORS FORS
7.	Comments/Remarks of the Incumbent
3.	Comments/Remarks of the supervisor

# Agreed upon

Signature:

City Manager:

Date:

Signature:

Incumbent:

Date:

10/1/2018

MOID WHATEENS