



# **ANNUAL PERFORMANCE AGREEMENT**

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**Prepared for and entered into by:**

**Mr Moppo, A. Mene**  
**The Municipal Manager of the**  
**CHRIS HANI DISTRICT MUNICIPALITY**  
**("The Municipal Manager")**

**And**

**Ms Yoliswa Sinyanya**  
**the Director at the**  
**CHRIS HANI DISTRICT MUNICIPALITY**  
**("the Director")**

**For the financial year:**  
**1 July 2017 to 30 June 2018**

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## **PROLOGUE**

- 1.1. The Municipality has, in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act, No. 32 of 2000 ("the Systems Act") entered into a contract of employment with the Director for a period of 5 years, commencing on 1<sup>st</sup> March 2017
- 1.2. Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the Parties, require 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 Director 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), (4B) and (5) of the Systems Act.

## **1. INTERPRETATION**

- 1.5. In this Agreement the following words will have the meaning ascribed thereto:
  - 1.5.1. "this Agreement" – means the performance agreement between the Municipality and the Director and the annexures thereto.
  - 1.5.2. "the Executive Authority" – means the Mayoral Committee of the Municipality constituted in terms of Section 55 of the Local Government: Municipal Structures Act as represented by its chairperson, the Executive Mayor.
  - 1.5.3. "the Director" – means the Director Health and Community Services who is directly accountable to the Municipal Manager in terms of Section 56(a) of the Systems Act.
  - 1.5.4. "the Municipal Manager" – means the Municipal Manager appointed in terms of Section 82 of the Local Government: Municipal Structures Act, No. 117 of 1998.
  - 1.5.5. "the Municipality" – means the CHRIS HANI DISTRICT MUNICIPALITY.
  - 1.5.6. "the Parties" – means the Municipal Manager and the Director.

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## **2. PURPOSE OF THIS AGREEMENT**

2.1. The Parties agree that the purposes of this Agreement are to:

- 2.1.1. comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the contract of employment entered into between the Parties;
- 2.1.2. specify objectives and targets established for the Director and to communicate to the Director the Municipality's expectations of the Director's performance and accountability;
- 2.1.3. specify accountabilities as set out in Annexure A;
- 2.1.4. monitor and measure performance against targeted outputs and outcomes;
- 2.1.5. use Annexures A, B and C, as a basis for assessing the Director for permanent employment and/or to assess whether the Director has met the performance expectations applicable to his/her job;
- 2.1.6. appropriately reward the Director in accordance with the Municipality's performance management policy in the event of outstanding performance;
- 2.1.7. establish a transparent and accountable working relationship; and
- 2.1.8. give effect to the Municipality's commitment to a performance-orientated relationship with its Director in attaining equitable and improved service delivery.

## **3. COMMENCEMENT AND DURATION**

- 3.1. Notwithstanding the date of signature this Agreement will commence on the **1<sup>st</sup> of July 2017** and will remain in force until a new performance agreement including a Performance Plan and Personal Development Plan is concluded between the Parties as contemplated in Clause 3.2
- 3.2. The Parties will review the provisions of this Agreement during June each year. The Parties will conclude a new performance agreement including a Performance Plan and Personal Development Plan that replaces this Agreement at least once a year by not later than the 31<sup>st</sup> of July each year.

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- 3.3. The payment of the performance bonus is determined by the performance score obtained during the annual performance assessment as informed by the quarterly performance assessments. Should the Director be entitled to a bonus, this will be paid out after approval by Council and not later than sixty (60) days thereafter in the Director's salary for a month that shall be applicable.
- 3.4. The payment of a performance bonus for the year in which the Director's contract of employment expires will be done as set out in clause 3.3 and the bonus so determined will be paid to the Director on the last day of his/her employment or not later than 30 days thereafter.
- 3.5. In the event of the Director commencing or terminating his services with the Municipality during the validity period of this Agreement, the Director's performance for the portion of the period referred to in clause 3.1 during which he/she was employed, will be evaluated and he/she will be entitled to a pro rata performance bonus based on his evaluated performance and the period of actual service.
- 3.6. The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon by the Parties.
- 3.7. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.
- 3.8. This Agreement will terminate on the termination of the Director's contract of employment for any reason.

#### **4. PERFORMANCE OBJECTIVES**

- 4.1. The Performance Plan in **Annexure A** sets out:
- 4.1.1. the performance objectives and targets which must be met by the Director; and
  - 4.1.2. the timeframes within which those performance objectives and targets must be met.
- 4.2. The Personal Development Plan in **Annexure B** sets out the Director's personal developmental requirements in line with the objectives and targets of the Municipality.

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- 4.3. The Core Management Competencies reflected set out those management skills regarded as critical to the position held by the Director.
- 4.4. The performance objectives and targets reflected in **Annexure A** are set by the Municipality in consultation with the Director and based on the Integrated Development Plan and the budget of the Municipality, and include key objectives, key performance areas, target dates and weightings.
- 4.5. 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 time frame in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.6. The Director's performance will, in addition, be measured in terms of contributions to the development objectives and strategies set out in the Municipality's Integrated Development Plan.

## **5. PERFORMANCE MANAGEMENT SYSTEM**

- 5.1. The Director agrees to participate in the performance management system that the Municipality adopts or introduces for the municipal management and municipal staff of the Municipality.
- 5.2. The Director accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the municipal management and municipal staff to perform to the standards required.
- 5.3. The Executive Authority and/or Municipal Manager will consult the Director about the specific performance standards that will be included in the performance management system as applicable to the Director.
- 5.4. The Director undertakes to actively focus towards the promotion and implementation of his/her Key Performance Areas as set out in **Annexure A** including special projects relevant to the Director's responsibilities within the local government framework.

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## 6. PERFORMANCE ASSESSMENT

6.1. The performance of the Director will be assessed against the outputs and outcomes achieved in terms of his/her Key Performance Areas (KPA's) as fully described in **Annexure A** and his/her Core Management Competencies (CMCs) determined at the commencement of this Agreement with a weighting of 80:20 allocated to the KPA's and CMCs respectively. Therefore the KPA's that refer to the main tasks of the Director account for 80% of his/her assessment while the CMCs make up the other 20% of the Director's assessment score.

6.2. The weightings agreed to in respect of the Director's KPA's attached as **Annexure A** are set out in the table below:

KEY PERFORMANCE AREA	DESCRIPTION	WEIGHT
KPA 1	Municipal Transformation and Organisational Development	5%
KPA 2	Basic Service Delivery and Infrastructure Development	70%
KPA 3	Local Economic Development	5%
KPA 4	Financial Management and Viability	5%
KPA 5	Good Governance and Public Participation	15%
TOTAL		100%

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6.3. The weightings agreed to in respect of the CMCs considered most critical for the Director's position and further defined in Annexure C are set out in the table below:

#### LEADING COMPETENCIES

NO	COMPETENCY AREA	DEFINITION	ACHIEVEMENT LEVEL	WEIGHT
1	Strategic Leadership and Management	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate	Advanced	5%
2	People Management	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives	Advanced	10%
3	Programme and Project Management	Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives	Advanced	10%
4	Financial Management	Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner	Advanced	5%
5	Change Leadership	Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community	Advanced	5%
6	Governance Leadership	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships	Advanced	5%

#### CORE COMPETENCIES

NO	COMPETENCY AREA	DEFINITION	ACHIEVEMENT LEVEL	WEIGHT
1	Morale Competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence	Advanced	5%
2	Planning and Organising	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk	Advanced	15%
3	Analysis and Innovation	Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives	Advanced	5%
4	Knowledge and Information Management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government	Advanced	5%
5	Communication	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome	Advanced	15%
6	Results and Quality Focus	Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives	Advanced	15%

**TOTALS**

**100%**

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6.4. The assessment of the performance of the Director will be based on the following rating scales for KPAs and CMCs:

RATING SCALES		
LEVEL	TERMONOLOGY	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
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	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 of 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.

6.5. To determine which rating on the five-point rating scale did the Director achieve for each KPA, the following criteria should be used:

Description	Definition
Duration of task	Was the target achieved within the projected timeframe
Level of complexity	Did the task require problem solving; reconciling different perceptions and the use of innovative alternatives?
Cost	Was the target delivered within budget? Was there saving or was there over expenditure?
Constraints	Did the envisaged constraints materialise? If so, were steps taken to manage/reduce the effects of the constraint? If not, was it beneficial to the completion of the target? Were there any innovative/pro-active steps taken to manage the constraint

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## **7. PANEL AND SCHEDULE FOR ASSESSMENTS**

7.1. An assessment panel consisting of the following persons will be established:

7.1.1. The Municipal Manager

7.1.2. Chairperson of the Audit Committee

7.1.3. Member of the Mayoral Committee

7.1.4. Municipal Manager from another Municipality

7.2. In addition, a pre-assessment will be done by:

7.2.1. The Municipal Manager

7.2.2. The Director (own assessment)

7.3. The performance of the Director will be assessed in relation to his/her achievement of:

7.3.1. The targets indicated for each KPA in Annexure A;

7.3.2. The CCRs as defined in clause 6.3 of this agreement on a date to be determined for each of the following quarterly periods:

Quarter	Months	Review Date
1	July – September	October
2	October – December	January
3	January – March	April
4	April – June	July

The Annual Performance Assessment will be conducted upon approval of the Annual Report

7.4. Assessments in the first and third quarter may be verbal if the Director's performance is satisfactory

7.5. The Municipality will keep a record of the mid-year and annual assessment meetings.

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## 8. EVALUATING PERFORMANCE AND THE MANAGEMENT OF EVALUATION OUTCOMES

- 8.1. The Director will submit quarterly performance reports and a comprehensive annual performance report with the self-assessment to the Municipal Manager before the performance assessment meeting.
- 8.2. The Municipal Manager will give performance feedback to the Director after each quarterly and the annual assessment meetings.
- 8.3. The Director will be subjected to the performance evaluation panel at the end of the financial year for assessing the performance during the year
- 8.4. The panel evaluation of the Director's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 8.5. At the end of the 4<sup>th</sup> quarter, the Executive Authority will determine if the Director is eligible for a performance bonus as envisaged in his/her contract of employment based on the bonus allocation set out in clause 8.11 of this agreement.
- 8.6. The results of the annual assessment and the scoring report of the Director for the purposes of bonus allocation, if applicable, will be submitted to the Executive Authority for a recommendation to the full Council.
- 8.7. Personal growth and development needs identified during any performance assessment discussion, must be documented in the Director's Personal Development Plan as well as the action steps and set time frames agreed to.
- 8.8. Despite the establishment of agreed intervals for assessment, the Municipal Manager may, in addition, review the Director's performance at any stage while his/her contract of employment remains in force.
- 8.9. The Municipal Manager will be entitled to review and make reasonable changes to the provisions of **Annexure "A"** from time to time for operational reasons. The Director will be fully consulted before any such change is made.
- 8.10. The provisions of **Annexure "A"** may be amended by the Executive Authority when the Municipality's performance management system is adopted, implemented and/or amended as the case may be subject to clause 5.3.

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8.11.A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that:

8.11.1. a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

8.11.2. a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

## **9. OBLIGATIONS OF THE MUNICIPALITY**

9.1. The Municipality will create an enabling environment to facilitate effective performance by the Director.

9.2. The Director will be provided with access to skills development and capacity building opportunities.

9.3. The Municipality will work collaboratively with the Director to solve problems and generate solutions to common problems that may impact on the performance of the Director.

9.4. The Municipality will make available to the Director such resources including employees as the Director may reasonably require from time to time to assist him/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 Director to ensure that he/she complies with those performance obligations and targets.

9.5. The Director will be delegated such powers by the Municipality as may in the discretion of the Municipality be reasonably required from time to time to enable him/her to meet the performance objectives and targets established in terms of this Agreement.

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## **10. CONSULTATION**

10.1. The Executive Authority and / or Municipal Manager agrees to consult the Director within a reasonable time where the exercising of the Executive Authority's and / or Municipal Manager's powers will:

10.1.1. have a direct effect on the performance of any of the Director's functions;

10.1.2. commit the Director to implement or to give effect to a decision made by the Executive Authority and/or Municipal Manager;

10.1.3. have a substantial financial effect on the Municipality.

10.2. The Municipal Manager agrees to inform the Director of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable, to enable the Director to take any necessary action without delay.

## **11. CONSEQUENCES OF POOR OR UNACCEPTABLE PERFORMANCE**

11.1. Where the Municipal Manager is, at any time during the Director's employment, not satisfied with the Director's performance with respect to any matter dealt with in this Agreement, the Municipal Manager will give notice to the Director to attend a meeting with the Municipal Manager.

11.2. The Director will have the opportunity at the meeting to satisfy the Municipal Manager of the measures being taken to ensure that the Director's performance becomes satisfactory in accordance with a documented programme, including any dates, for implementing these measures

11.3. The Municipality will provide systematic remedial or developmental support to assist the Director to improve his/her performance.

11.4. If, after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Municipal Manager holds the view that the performance of the Director is not satisfactory, the Municipal Council will, as per the advice of the Municipal Manager and subject to compliance with applicable labour legislation, be entitled to, by notice in writing to the Director, take steps to terminate the Director's employment in accordance with the notice period set out in the Director's contract of employment.

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11.5. Where there is a dispute or difference as to the performance of the Director under this Agreement, the Parties will confer with a view to resolving the dispute or difference.

11.6. Nothing contained in this Agreement in any way limits the right of the Municipality to terminate the Director's contract of employment with or without notice for any other breach by the Director of his obligations to the Municipality or for any other valid reason in law.

## **12. DISPUTES**

12.1. In the event that the Director is dissatisfied with any decision or action of the Executive Authority and/or Municipal Manager in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Director has achieved the performance objectives and targets established in terms of this Agreement, the Director may meet with the Municipal Manager with a view to resolving the issue. At the Director's request the Municipal Manager will record the outcome of the meeting in writing.

12.2. In the event that the Director remains dissatisfied with the outcome of that meeting, he/she may raise the issue in writing with the Executive Mayor. The Executive Mayor will determine a process within 4 (four) weeks for resolving the issue, which will involve at least providing the Director with an opportunity to state his case orally or in writing before the Executive Mayor. At the Director's request, the Executive Mayor will record the outcome of the meeting in writing. The final decision of the Executive Mayor on the issue will be made within 6 (six) weeks of the issue being raised with the latter and will, subject to common law and applicable labour law, be final.

12.3. If any dispute about the nature of the Director's performance agreement whether it relates to key responsibilities, priorities, methods of assessment or any other matter provided for cannot be resolved through an internal mechanism as contemplated above, the dispute will be mediated by the MEC for local government in the province or any other person appointed by the MEC within 30 days of receipt of a formal dispute from the Director.

12.4. In the event that the mediation process contemplated above fails, the relevant arbitration clause of the contract of employment will apply.


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### 13. GENERAL

13.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential, and may be made available to the public by the Municipality, where appropriate.

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

Signed at Queenstown on this 1<sup>st</sup> day of July 2017

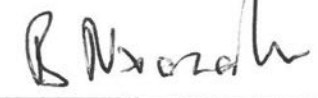
  
Director: Health and Community Services  
Chris Hani District Municipality

As witness:

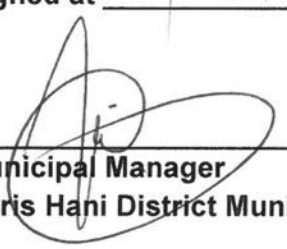
(1) ANDISWA KAKAZA  
Full Name and Surname

  
Signature

(2) Bantu Nxazonke  
Full Name and Surname

  
Signature

Signed at Komani on this 1 day of June 2017

  
Municipal Manager  
Chris Hani District Municipality

As witness:

(1) LERATO NGUAKU  
Full Name and Surname

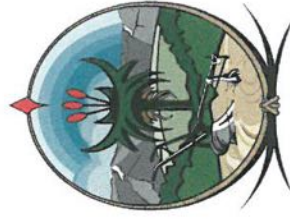
  
Signature

(2) BUSISWA KWEBI  
Full Name and Surname

  
Signature



**ANNEXURE B:**  
**PERFORMANCE AGREEMENT FOR MS. Y. SINYANYA**



**CHRIS HANI**  
DISTRICT MUNICIPALITY  
SUSTAINING GROWTH  
THROUGH OUR PEOPLE

**CHRIS HANI DISTRICT MUNICIPALITY**

**PERSONAL DEVELOPMENT PLAN OF:**

**Ms Y Sinyanya**

**2017/18 FINANCIAL YEAR**

**Compiled on 01 July 2017**

1. Skills/ Performance Gap (in order of priority)	2. Outcomes Expected (measures indicators: quantity, quality and time frames)	3. Suggested Training and /or development activity	4. Suggested Mode of delivery	5. Suggested Time Frames	6. Work Opportunity created to practise skill / development area	7. Support Person
<b>Refresher training on Prince 2</b>	<i>Triple bottom line</i> approach to leadership.	Project Management specialised	Training-contact training	December 2017	Practitioner	Municipal Manager
Climate Change Programme	sustainability champion	Contact Training	In class attendance	March 2018	Practitioner	Municipal Manager







