



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

# **ANNUAL PERFORMANCE AGREEMENT**

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**Prepared for and entered into by:**

**Councillor Wongama Gela**

**In her capacity as the Executive Mayor and representing the  
Council of the**

**CHRIS HANI DISTRICT MUNICIPALITY**

**("the Municipality")**

**and**

**Dr. Bhekisisa, J. Mthembu**

**the Acting Municipal Manager of the**

**CHRIS HANI DISTRICT MUNICIPALITY**

**("the Acting Municipal Manager")**

**for the financial year:**

**1 July 2019 to 30 June 2020**

## **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 Municipal Manager for a period of 5 years, commencing on 1<sup>st</sup> November 2018.
- 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 Municipal Manager 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 Municipal Manager and the annexures thereto.
  - 1.5.2. "the Council" – means the Council of the Chris Hani District Municipality established and constituted in terms of Section 18 of the Local Government: Municipal Structures Act, 117 of 1998.
  - 1.5.3. "the Executive Mayor" – means the Executive Mayor who is the representative of the Council of the Chris Hani District Municipality and the executive leader of the Chris Hani District Municipality in terms of Section 32, 54 and 56 of the Local Government: Municipal Structures Act, 117 of 1998.
  - 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 Executive Mayor and the Municipal Manager.

## **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 Municipal Manager and to communicate to the Municipal Manager the Municipality's expectations of the Municipal Manager'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, use Annexures A, B and C, as a basis for assessing whether the Municipal Manager for has met the performance expectations applicable to his job;

2.1.6. appropriately reward the Municipal Manager 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 Municipal Manager 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 of July 2019** 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 The performance agreement will be entered into for each financial year of the municipality ;
- 3.2. The Parties will review the provisions of this Agreement during June each year and will conclude a new performance agreement including a Performance Plan and Personal Development Plan that replaces this Agreement at least once a year within one month after commencement of the new financial year (by not later than the 31<sup>st</sup> of July each year).
- 3.3. The payment of the performance bonus is determined in accordance with the regulation 32 states that a performance bonus will be paid based on the affordability to the Municipal Manager and after
- The annual report for the financial year under review has been tabled and adopted by council;
  - An evaluation of performance in accordance with the provision of regulation 23 and
  - Approval of such evaluation by the municipal council as a reward for outstanding performance.
- 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 shall must by mutual agreement between the parties. immediately be revised.
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- 3.5. This Agreement will terminate on the termination of the Municipal Manager'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 Municipal Manager; 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 Municipal Manager's personal developmental requirements in line with the objectives and targets of the Municipality.

4.3. The Core Management Competencies reflected herein set out those management skills regarded as critical to the position held by the Municipal Manager.

4.4. The performance objectives and targets reflected in **Annexure A** are set by the Municipality in consultation with the Municipal Manager and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan 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 Municipal Manager'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 Municipal Manager agrees to participate in the performance management system that the Municipality adopts

- 5.2. The Municipal Manager 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 Council and/or Executive Mayor 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 Municipal Manager 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 Municipal Manager's responsibilities within the local government framework.

## 6. PERFORMANCE ASSESSMENT

6.1. The performance of the Municipal Manager will be assessed against the outputs and outcomes achieved in terms of his/her Key Performance Areas (KPA) 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 KPAs and CMCs respectively. Therefore the KPAs that refer to the main tasks of the Municipal Manager account for 80% of his/her assessment while the CMCs make up the other 20% of the Municipal Manager's assessment score.

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

KEY PERFORMANCE AREA	DESCRIPTION	WEIGHT
KPA 1	Municipal Transformation and Organisational Development	20%
KPA 2	Basic Service Delivery and Infrastructure Development	20%
KPA 3	Local Economic Development	20%
KPA 4	Financial Management and Viability	20%
KPA 5	Good Governance and Public Participation	20%
<b>TOTAL</b>		<b>100%</b>

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

<b>LEADING COMPETENCIES</b>				
<b>NO</b>	<b>COMPETENCY AREA</b>	<b>DEFINITION</b>	<b>ACHIEVEMENT LEVEL</b>	<b>WEIGHT</b>
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	Superior	10%
2	People Management	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives	Superior	5%
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	Superior	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	Superior	10%
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	Superior	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	Superior	10%
<b>CORE COMPETENCIES</b>				
<b>NO</b>	<b>COMPETENCY AREA</b>	<b>DEFINITION</b>	<b>ACHIEVEMENT LEVEL</b>	<b>WEIGHT</b>
1	Morale Competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence	Superior	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	Superior	10%
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	Superior	10%
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	Superior	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	Superior	10%
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	Superior	10%



		standards. Further, to actively monitor and measure results and quality against identified objectives		
<b>TOTALS</b>				<b>20%</b>

6.4. The assessment of the performance of the Municipal Manager 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 Municipal Manager 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

6.6. Annexure "B" may be used as the basis for progress discussions by the municipality.

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

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

7.1.1. The Executive Mayor

7.1.2. Chairperson of the Performance Audit Committee or Audit committee in the absence of a performance committee

7.1.3. Member of the Mayoral Committee

7.1.4. Mayor and/or Municipal Manager from another municipality

7.1.5. Member of the ward committee as nominated by the Executive Mayor

7.2. The manager responsible for human resources of the Municipality must provide a secretarial services to the evaluation panels refer to in 7.1

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

7.3.1. The Executive Mayor

7.3.2. The Municipal Manager (own assessment)

7.4. The performance of the Municipal Manager will be assessed in relation to his achievement of:

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

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

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

7.5. Assessments in the first and third quarter may be verbal if the Municipal Manager's performance is satisfactory

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

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

8.1. The will Municipal Manager submit quarterly performance reports and a comprehensive annual performance report with the self-assessment to the Executive Mayor before the performance assessment meeting.

8.2. The Executive Mayor will give performance feedback to the Municipal Manager after each quarterly and the annual assessment meetings.

8.3. The Municipal Manager 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 evaluation report of the Municipal Manager's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

8.5. The results of the annual assessment and the scoring report of the Municipal Manager for the purposes of bonus allocation, if applicable, will be submitted to the council for approval.

8.6. Personal growth and development needs identified during any performance assessment discussion, must be documented in the Municipal Manager s Personal Development Plan as well as the action steps and set time frames agreed to.

8.7. Despite the establishment of agreed intervals for assessment, the Executive Mayor may, in addition, review the Municipal Manager's performance at any stage while his/her contract of employment remains in force.

8.8. The parties may agree to review and make reasonable changes to the provisions of **Annexure "A"** from time to time for operational reasons. The Municipal Manager will be fully consulted before any such change is made.

8.9. The provisions of **Annexure "A"** may be amended by the council when the Municipality's performance management system is adopted, implemented and/or amended as the case may be subject to clause 5.3.

8.10.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:

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

8.10.2. 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 Municipal Manager.

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

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

9.4. The Municipality will make available to the Municipal Manager such resources including employees as the Municipal Manager 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 Municipal Manager to ensure that he/she complies with those performance obligations and targets.

9.5. The Municipal Manager 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.

## **10. CONSULTATION**

10.1. The Executive Mayor agrees to consult the Municipal Manager within a reasonable time where the exercising of the Executive Mayor's powers will:

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

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

10.1.3. have a substantial financial effect on the Municipality.

10.2. The Executive Mayor agrees to inform the Municipal Manager 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 Municipal Manager to take any necessary action without delay.

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

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

11.2. The Municipal Manager will have the opportunity at the meeting to satisfy the Executive Mayor of the measures being taken to ensure that the Municipal Manager'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 Municipal Manager to improve his 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 Executive Mayor holds the view that the performance of the Municipal Manager is not satisfactory, the Municipal Council will, as per the advice of Executive Mayor and subject to compliance with applicable labour legislation, be entitled to, by notice in writing to the Municipal Manager, take steps to terminate the Municipal Manager's employment in accordance with the notice period set out in the Municipal Manager's contract of employment.

11.5. Where there is a dispute or difference as to the performance of the Municipal Manager 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 Municipal Manager's contract of employment with or without notice for any other breach by the Municipal Manager of his obligations to the Municipality or for any other valid reason in law.

## **12. DISPUTES**

12.2 In the event that the Strategic Manager is dissatisfied with the nature of this Agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the agreement, must be mediated by a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) within 30 days of receipt of a formal dispute from the Strategic Manager, take a decision that shall be formal and binding on both parties.

12.3 In the event that the Strategic Manager is dissatisfied with the outcome of the evaluation, must be mediated by the MEC of Local government or any other person designated by the MEC, who must within 30 days of receipt of a formal dispute from the Executive Mayor, take a decision

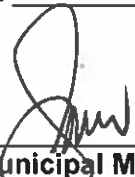
## **13. GENERAL**

13.1. The contents of this Agreement must be made available to the public by the Municipal Manager in accordance with the Municipal Finance Management Act, 2003 section 46.

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

13.3.The performance assessment result of the Municipal Manager must be submitted to the MEC for Local Government in the relevant province as well as the conclusion of the assessment.

Signed at KOMANI CHDM on this 01 day of JULY 2019

  
\_\_\_\_\_  
Acting Municipal Manager  
Chris Hani District Municipality

As witness:


(1) LERATO NGCAKU  
Full Name and Surname

  
\_\_\_\_\_  
Signature

(2) Sisipho TANKWENI  
Full Name and Surname

  
\_\_\_\_\_  
Signature

Signed at CHDM Komani on this 01 day of July 2019

  
\_\_\_\_\_  
Executive Mayor  
Chris Hani District Municipality

As witness:

(1) NANCY RATELE  
Full Name and Surname

  
\_\_\_\_\_  
Signature

(2) JOSHUA NDLIBE  
Full Name and Surname

  
\_\_\_\_\_  
Signature



**ANNEXURE B:  
PERFORMANCE AGREEMENT FOR DR. B. MTHEMBU**



**CHRIS HANI**  
DISTRICT MUNICIPALITY  
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**CHRIS HANI DISTRICT MUNICIPALITY**

**PERSONAL DEVELOPMENT PLAN OF: DR. B.J MTHEMBU**

**2019/20 FINANCIAL YEAR**

**COMPILED ON 01 JULY 2019**

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

**ANNEXURE B:  
PERFORMANCE AGREEMENT FOR DR. B. MTHEMBU**



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