

NDLAMBE LOCAL MUNICIPALITY



**PERFORMANCE AGREEMENT AND PERFORMANCE PLAN
of
Director Community Protection Services**

FINANCIAL YEAR: 1 JULY 2017 – 30 JUNE 2018

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PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE NDLAMBE LOCAL MUNICIPALITY,

AS REPRESENTED BY THE MUNICIPAL MANAGER,

AND

THE DIRECTOR: COMMUNITY PROTECTION SERVICES

FOR THE

FINANCIAL YEAR: 01 JULY 2017 – 30 JUNE 2018

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Ndlambe Local Municipality herein represented by **Adv. Rolly Dumezweni** in his capacity as Municipal Manager (hereinafter referred to as the **Employer**) **Ms Nombulelo Booysen-Willy, Director: Community Protection Services** of the Ndlambe 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 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.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 2.1 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;
- 2.2 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;
- 2.5 use the 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.

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3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1ST July 2017** and will remain in force until **30th June 2018** whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next 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 not 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 content of this Agreement may be revised at any time 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 or 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 and the Budget of the **Employer**, and shall include key objectives; key performance indicators; 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 contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

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.

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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. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS.

6.1 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the **Employee's** responsibilities) within the local government framework.

6.2 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.

6.2.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.

6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

6.2.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

6.3 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) : 80%	Weighting
Basic Service Delivery	70%
Municipal Institutional Development and Transformation	10%
Local Economic Development (LED)	10%
Municipal Financial Viability and Management	5%
Good Governance and Public Participation	5%
Total	100%

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7. EVALUATING PERFORMANCE

7.1 The Performance stated in 4 (4.1) above shall be the basis for evaluating performance.

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

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 shall be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.

7.5 The annual performance appraisal shall involve:

7.5.1 Assessment of the achievement of results as outlined in the performance plan:

- (a) Each KPA shall 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.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CCRs

- (a) Each CCR shall be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each CCR.
- (c) The applicable assessment rating calculator (refer to paragraph 7.5.3) 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 outcome of the performance appraisal.

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7.6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and CCRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
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 PA 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 PA 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 PA 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 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.					

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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 Municipal Manager

7.7.2 Chairperson of the Audit Committee;

7.7.3 Portfolio Councillor of Executive Committee or representative who is a portfolio councillor of Executive Committee

7.7.4 Municipal Manager of another local municipality

7.7.5 Any Councillor elected by Council

The Manager: Human Resources shall provide secretarial services to the assessment team referred to above and Internal Audit and PMS serve as resource personnel.

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 (Municipal Manager and Director) :	August – September 2017
Second quarter (Full Panel) :	October – December 2017
Third quarter (Municipal Manager and Director) :	January – March 2018
Fourth quarter (Full Panel) :	April – June 2018

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.

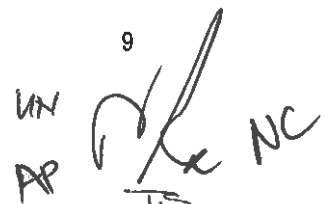
9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

10. OBLIGATIONS OF THE EMPLOYER

10.1 The **Employer** shall –

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- 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**.
- 11.2 The **Employer** agrees to inform the **Employee** of the outcome 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 1% to 14% of the 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 the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.
- 12.4 In the case of unacceptable performance, the **Employer** shall –
 - 12.4.1 provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
 - 12.4.2 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.

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PERFORMANCE PLAN

1. PURPOSE

The Performance Plan defines the Council's expectations of the Director's Performance Agreement and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets shall be based on the Key Performance Areas and Indicators as set in the Ndlambe Local Municipality Integrated Development Plan (IDP) and as reviewed annually.

2. KEY RESPONSIBILITIES

The following objectives of local government will inform the Municipal Manager's performance against set performance indicators

- a. Provide democratic and accountable government for local communities
- b. Ensure the provision of services to communities in a sustainable manner
- c. Promote social and economic development
- d. Promote a safe and healthy environment
- e. Encourage the involvement of communities and community-based organisations in matters of local government

3. KEY PERFORMANCE AREAS

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, inform the strategic objectives in the table below:

Basic Service Delivery
Municipal Institutional Development and Transformation
Local Economic Development
Municipal Financial Viability and Management
Good Governance and Public Participation

Details of the Performance Plan are contained in Annexure A of this contract.

4. DISPUTE RESOLUTION

- 4.1 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the agreement, must be mediated by the MEC responsible for Local Government in the Province of the Eastern Cape within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be final and binding on both parties.
- 4.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by the MEC responsible for Local Government in the Province of the Eastern Cape, within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be final and binding on both parties.

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5. GENERAL

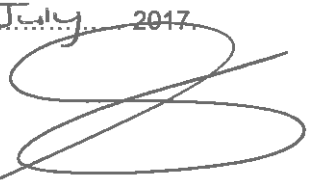
5.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Employer**.

5.2 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.

Thus done and signed at Port Alfred on this the 24 day of July, 2017.



AS WITNESSES:

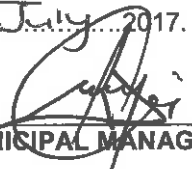
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EMPLOYEE

Thus done and signed at Port Alfred on this the 24 day of July, 2017.

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MUNICIPAL MANAGER

ANNEXURE A
PERFORMANCE PLAN

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PERFORMANCE PLAN 2017/18 – COMMUNITY AND PROTECTION SERVICES

PERFORMANCE PLAN 2017/18 – COMMUNITY AND PROTECTION SERVICES											
Strategic Goal 2: Destination of choice for living											
Key Performance Area: An attractive well run municipality with a vibrant wealthy community											
Institutional Objective 2.3: Create a safe, healthy, and secure living environment for all citizens											
Focus Area	Programme	Strategic Initiatives	Indicator	Weight	Baseline	Q1 Target	Q2 Target	Q3 Target	Q4 Target	Annual Target	Means of Verification
A safe, healthy, and secure living environment for all citizens	Safe, secure & healthy neighborhoods programme	Identify key projects & Funding sources / mechanisms	Identified sources of funding & Business Plan of the identified projects	3	Rates & Taxes, Equitable share funds, Dept off environment	Engagement with potential fund raising partners 2 projects	Sources of funding id & Business Plan of the identified projects developed	50% of business plans submitted	50% of business plans submitted	Sources of funding Identified & Business Plan of the identified projects developed	DORA, Finance - Rates & Taxes receipts, Business Plans
		Source the required funding	% Funding received from the business plans	2	None				5% Funding confirmation letter / contract signed	5% Funding confirmation letter / contract signed	Confirmation letters
		Enhancement of by-laws enforcement	% of By Laws covered by prioritized & funded enforcement projects	5	Inadequate coverage	100% of By Laws covered by prioritized & funded enforcement	100% of By Laws covered by prioritized & funded enforcement projects	100% of By Laws covered by prioritized & funded enforcement	100% of By Laws covered by prioritized & funded enforcement	100% of By Laws covered by prioritized & funded enforcement projects	

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		Engagement with potential litigators	No. of engagements with potential litigators	5	Prevention of public nuisance by law, solid waste management by law, Commonages by law, (illegal connections by law) - By law assistants awareness	Engagement with all potential litigators	Engagements with all potential litigators	Engagements with all potential litigators	Engagements with all potential litigators	Engagements with all potential litigators	Engagements with potential litigators	Minutes & registers of stakeholder engagements
		Enforcement of by laws	% of reported infringements (written / verbal warning/ fines / arrests / court outcomes) comprehensively dealt with	3	10% of reported infringements comprehensively dealt with	10% of reported infringements comprehensively dealt with	15% of reported infringements comprehensively dealt with	20% of reported infringements comprehensively dealt with	25% of reported infringements comprehensively dealt with	25% of reported infringements comprehensively dealt with	25% of reported infringements comprehensively dealt with	Reported infringements (written / verbal warning/ fines / arrests / court outcomes) comprehensive
			Required traffic management measures are	3		100% compliant with national legislation	100% compliant with national legislation	100% compliant with national legislation	100% compliant with national legislation	100% compliant with national legislation		
		Enhancement of traffic management services - (Traffic law enforcement)	% of all traffic related fines be concluded & traffic fines received by the municipality	2	Inadequate capacity shortage of vehicles (2 vehicles 0— officers have to share available vehicles) - Personnel - 7 traffic officers - Inadequate service	10% of all traffic related fines be concluded & traffic fines received by the municipality	15% of all traffic related fines be concluded & traffic fines received by the municipality	20% of all traffic related fines be concluded & traffic fines received by the municipality	20% of all traffic related fines be concluded & traffic fines received by the municipality	25% of all traffic related fines be concluded & traffic fines received by the municipality	25% of all traffic related fines be concluded & traffic fines received by the municipality	Traffic infringement s - fines / arrests / warrant of arrest / court outcomes) comprehensively dealt with & fines processes by the municipality

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							Inadequate capacity - required ratio is 1:10000 existing is 1:20000	60% of applications & random inspections of food premises carried through to completion	70% of applications & random inspections of food premises carried through to completion	75% of applications & random inspections of food premises carried through to completion	75% of applications & random inspections of food premises carried through to completion	80% of applications & random inspections of food premises carried through to completion	Business licenses, Certificate of acceptability, Completed inspection tools, compliance
Improve the effectiveness of environmental health services in Ndlambe		% of applications & random inspections of food premises carried through to completion	3				Water samples taken once per month at the dedicated sampling points as per regulations	80 samples taken per month, and results communicated to Dir.	80 samples taken per month, and results communicated to Dir.	80 samples taken per month, and results communicated to Dir.	80 samples taken per month, and results communicated to Dir.	Effective monitoring & reporting Water quality monitoring (Potable, effluent)	Sampling register, sampling schedule, laboratory results reports
		No. of water samples taken per month, and results communicated to Dir.	5				60% of reported notifiable medical conditions within Ndlambe carried out	60% of reported notifiable medical conditions carried out	60% of reported notifiable medical conditions carried out	60% of reported notifiable medical conditions carried out	60% of reported notifiable medical conditions carried out	60% of reported notifiable medical conditions carried out	Hospital report, Environmental health practitioners report
Improve the effectiveness of waste & cleansing services in Ndlambe - Zero waste campaign (proactive)		% of waste removals and cleansing services carried out as per relevant schedules	3				Irregular collection of refuse removals and cleansing services carried out as per relevant schedules	60% of refuse removals and cleansing services carried out as per relevant schedules	70% of refuse removals and cleansing services carried out as per relevant schedules	75% of refuse removals and cleansing services carried out as per relevant schedules	75% of refuse removals and cleansing services carried out as per relevant schedules	75% of refuse removals and cleansing services carried out as per relevant schedules	Refuse removal and cleansing services carried out according to the relevant schedules
Zero waste campaign		% of waste separation at source / processed where measuring equipment exists	5				Inadequate - Approximately 5%. Partnership with Integrated waste & Recycling Services (IWARs) - DTI, Alexandria material recovery facility, Ndlambe Waste Management project	5% of waste separation at source / processed where measuring equipment exists	10% of refuse removals and cleansing services carried out as per relevant schedules	15% of waste separation at source / processed where measuring equipment exists	20% of waste separation at source / processed where measuring equipment exists	20% of waste separation at source / processed where measuring equipment exists	Zero waste campaign report

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Disaster management	Start the process of implementing the disaster risk assessment outcomes from SBDM	2	No Budget, no staff - disaster management coordinator on the SBDM payroll (Need to include budget from existing budgeted /services)	Monitoring of Fire Hydrants	Water channel cleaning by Infrastructure development as a mitigation factor for disaster	Carrying capacity for all farms regarding animals as a mitigation factor for disaster	Monitoring of veld fires	Deferred to 2018/19	
Municipal Financial Viability and	Expenditure	2	87%	84% YTD Actual to YTD Budgeted	88.5% YTD Actual to YTD Budgeted	89.0% YTD Actual to YTD	90.0% YTD Actual to YTD	90%	Reports
	Ensure Financial viability of the municipality	2	100%	0	0	Consolidated Adjustment Budget submitted to Council.	0	100%	Reports
Supply Chain	Ensure that the implementation of the Supply Chain Management according to the SCM Policy	2	Nil	80%	85%	90%	100%	100%	Reports
Budgeting	Maintain and manage all municipal assets	2	R 8 069 843	R2,500,000 (Per mSCOA classification)	R4,312,392 (Per mSCOA classification)	R4,312,392 (Per mSCOA classification)	R4,312,392 (Per mSCOA classification)	R15,437,176 (Per mSCOA classification)	Reports


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Good Governance and Public Participation	Promote good corporate governance	Decrease in the number of qualification matters and matter of emphasis raised by the Auditor-General relating to finance to obtain a unqualified audit	2	Qualified audit report	0	0	Prepare an Audit ActionPlan and Audit Checklist	Prepare an Audit ActionPlan and Audit Checklist	Prepare an Audit ActionPlan and Audit Checklist	Promote good corporate governance	Audit Report
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**ANNEXURE B
PERSONAL DEVELOPMENT PLAN**

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PERSONAL DEVELOPMENT PLAN OF NC BOOYSEN-WILLY

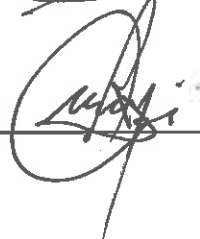
DIRECTOR: COMMUNITY PROTECTION SERVICES

SKILLS PERFORMANCE GAP	SUGGESTED TIME FRAME	SUPPORTING SECTION
Master in Public Administration	To be completed by 2019/2020 financial year	To run an efficient Administration
Project Management	To be completed by 2019/2020 financial year	All sections
Financial performance and reporting	As soon as the electronic performance management system is in place	Performance Manager
Disaster Management	To be completed by 2019/2020 financial year	Community Protection Services
Conducting disciplinary hearings	To be completed in the 2017/2018 financial year	All units within the department

SIGNATURE: EMPLOYEE:


DATE: 24 July 2017

MUNICIPAL MANAGER:


DATE: 24 July 2017

