



MATATIELE
LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY BETWEEN:

THE MATATIELE MUNICIPALITY

AS REPRESENTED BY THE MUNICIPAL MANAGER

DR DCT NAKIN

AND

THABISO SYBIL NTSALLA

IDENTITY NUMBER: 6808270328081

GENERAL MANAGER: ECONOMIC DEVELOPMENT AND PLANNING DEPARTMENT

FOR

2019/2020

FINANCIAL YEAR

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This agreement sets out the objective of the Department in relation to the Employee, Ms. T S Ntsalla and the expectations of the Employer, Dr. DCT Nakin for the performance of the Employee. The agreement further provides for a systematic evaluation of the performance of the Manager in achieving key objectives.

1. JOB DETAILS

| | | |
|-----------------------------|---|---|
| Employee Number | : | 350043 |
| Component | : | E.D. P |
| Location | : | ECONOMIC DEVELOPMENT AND PLANNING DEPT. |
| Salary level | : | TASK Grade 16 |
| Notch (package) | : | R1 102 590.00 |
| Occupational classification | : | GENERAL MANAGER |
| Designation | : | GENERAL MANAGER |

MANDATE OF THE EMPLOYER

2. JOB PURPOSE

Plan, Direct, Manage and Monitor the:

- 2.1 Crafting of relevant inputs into the Municipal Integrated Plan.
- 2.2 Crafting of Annual Departmental Performance Plan and the implementation thereof
- 2.3 Research and development of strategic and short term plans for the Economic Development and Planning Department
- 2.4 Implementation of Individual Performance management
- 2.5 Facilitation of sourcing of funds for the implementation of LED and Town Planning projects
- 2.6 Co-ordination of activities and projects relating to Economic Development and Planning
- 2.7 Reporting on performance of LED, Planning and IDP Units
- 2.8 Development of appropriate Regulatory Framework and assessment tool for compliance with Town Planning Regulations
- 2.9 Assessment of adequacy and compliance of current systems
- 2.10 Formulation, updating and ensuring enforcement of relevant by-laws, policies, strategies and plans
- 2.11 Provision of advisory services pertaining to the operations of the department
- 2.12 Ensure proper planning of meetings, conferences and workshops
- 2.13 Divisional Budget preparation and management
- 2.14 Responsibilities assigned by a competent authority as and when required
- 2.15 Management of scope and procedural administrative requirements and reporting deadlines associated with the EDP functionality.

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3. STRATEGIC CONTEXT OF EMPLOYER:

3.1 In line with the Vision of the Department and the Employer, the Employee is committed to assisting and supporting the management and staff of the Department in attaining service excellence in the performance of their line function.

3.2 In supporting the Department, the Employee has set its vision as follows:

3.2.1 A Pro-active Department, dedicated to ensure capacity for quality service delivery

3.3 The Employee commits herself to the Mission of:

3.3.1 Providing outstanding and responsive Human Capital management, in a highly efficient, effective and economical manner.

4. CORE FUNCTIONS`

Describe the key functions that the jobholder is required to perform, based on the job profile, and the departmental strategic/operational plan.

- 4.1 Provision of effective Economic Development and Planning Management
- 4.2 Provision of effective and efficient administrative services
- 4.3 Ensure compliance with all relevant pieces of legislation and agreements or applicable legal/statutory requirements
- 4.4 Ensure development and implementation of policies relevant to the core functions of the department
- 4.5 Budget/Financial Management and Control
- 4.6 Monthly, Quarterly, Mid-year and Annual Performance Reporting

5. DUTIES, RESPONSIBILITIES AND ACCOUNTABILITY

The Employee shall report to the Municipal Manager as the supervisor on all parts of this agreement. The Employee shall:

- 5.1 Timeously alert the supervisor of any emerging factors that could preclude the achievement of any performance agreement undertakings, including the contingency measures that she proposes to take to ensure the impact of such deviation from the original agreement is minimized.
- 5.2 Establish and maintain appropriate internal controls and reporting systems in order to meet performance expectations.
- 5.3 Discuss and there after document for record and future use any revision of the targets as necessary as well as progress made towards the achievement of performance agreement measures.

In turn the supervisor shall:

- 5.4 Create an enabling environment to facilitate effective performance by the Employee
- 5.5 Provide access to skills development and capacity building opportunities.
- 5.6 Work collaboratively to solve problems and generate solutions to common problems within the Department that may be impacting on the performance of the Employee
- 5.7 Monitor and evaluate the employee's performance
- 5.8 Endeavor to provide support in the form of coaching, guidance, mentoring, training and Counseling to the manager should signs of substandard performance show

6. REPORTING

- 6.1 The Employee must timeously alert the supervisor of any emerging factors that could preclude the achievement of any performance agreement undertakings, including the contingency measures that he/she proposes to take to ensure the impact of such deviation from the original agreement is minimized.

7. PERFORMANCE MANAGEMENT SYSTEM

- 7.1 The Employee agrees to participate in the performance management and development system that the Employer adopts.
- 7.2 The Employee undertakes to actively focus towards the promotion and implementation of Key Performance Areas (KPA's) (including special projects relevant to the Employee's responsibilities) within the local government framework and Core Competency Requirements (CCRs). The CCR's are made up of the Core Managerial Competencies (CMC's) and Core Occupational Competencies (COC's).
- 7.3 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

8. DEVELOPMENTAL REQUIREMENTS

- 8.1 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (Annexure A) as well as the actions agreed to and implementation must take place within set time frames.

9. TIMETABLE AND RECORDS OF REVIEW DISCUSSIONS AND ANNUAL APPRAISAL

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

| | |
|-----------------|------------------------------|
| First quarter: | July 2019 – September 2019 |
| Second quarter: | October 2019 – December 2019 |
| Third quarter: | January 2020 – March 2020 |
| Fourth quarter: | April 2020 – June 2020 |

10. MANAGEMENT OF PERFORMANCE 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 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance,
- 10.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at current remuneration package at end of financial year (30 June) subject to a fully effective assessment.



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10.4 In the case of unacceptable performance, the Employer shall:

10.4.1 provide systematic remedial or development support to assist the Employee to improve his/her performance; and

10.4.2 after appropriate performance and counseling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the Contract of Employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

11. DISPUTE RESOLUTION

11.1 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 this agreement, shall be mediated in terms of the following:

11.1.1 A performance dispute will be declared in writing by an affected employee within 21 working days of the occurrence if the need to do so arises.

11.1.2 A Performance Dispute Resolution Tribunal will be appointed within 10 working days by the Municipal Manager after receipt of such complaint.

11.1.3. A Performance Dispute Resolution Tribunal will be made up of not less than 3 members and not more than 5 members.

11.1.4. The members of the Performance Dispute Resolution Tribunal will be drawn from municipal officials serving in the managerial and supervisory positions, whose post level are above that of the accused employee.

11.1.5. The Performance Dispute Tribunal will have a Chairperson appointed by the Municipal Manager.

11.1.6. The Performance Dispute Tribunal Chairperson shall convene a meeting within 14 working days of the receipt of the dispute to hear the dispute.

11.1.7. The employee will be afforded representation rights and other rights as accorded in the disciplinary procedure

11.1.8. The proceedings of the Tribunal shall be recorded by means of a mechanical device.

11.1.9. The employee shall lead evidence in chief and the supervisor or manager of the employee shall reply in stating the employer's side of the story.

11.1.10. The employee and his/her representative shall cross-examine the manager or supervisor.

11.1.11. The Tribunal shall deliver its verdict within 10 working days after completion of the proceedings to the Municipal Manager.

11.1.12. The employee shall be advised about the decision of the tribunal within five working days of receipt of the verdict of the tribunal by the Municipal Manager.

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11.1.13. If the employee is not satisfied with the outcome of the performance dispute resolution, the matter can then be treated in terms of the grievance procedure of the Municipality.

11.1.14. If the matter is not resolved in terms of the grievance procedure, the matter may be referred to the Bargaining Council for resolution by the employee or dealt with in terms of the other applicable law.

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12. AMENDMENT OF AGREEMENT

Amendments to the agreement should be in writing and can only be effected after discussion and agreement by both parties.

13. PERFORMANCE MANAGEMENT CRITERIA

Performance will be assessed according to the information contained in the Performance Plan and the Core Competency Requirements (CCRs) framework (attached as Annexure A). The specific KPAs and CCRs together with their weightings are as follows:

| KEY PERFORMANCE AREAS (KPA's) | WEIGHTING |
|--|-------------|
| Basic Service Delivery and Infrastructure | - |
| Municipal Institutional Development and Transformation | - |
| Local Economic Development (LED) | 30% |
| Municipal Financial Viability and Management | 10% |
| Good Governance and Public Participation | 30% |
| Spatial Development | 30% |
| TOTAL | 100% |

| CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES | | |
|--|---|-------------|
| LEADING COMPETENCIES (LC's) | √ | WEIGHT |
| 1. Strategic Direction and Leadership | √ | 10% |
| 2. People Management | √ | 10% |
| 3. Program and Project Management | √ | 10% |
| 4. Financial Management | √ | 5% |
| 5. Change Leadership | √ | 5% |
| 6. Governance Leadership | | 10% |
| CORE COMPETENCIES (CC's) | √ | WEIGHT |
| 1. Moral Competency | √ | 10% |
| 2. Planning and Organizing | √ | 10% |
| 3. Analysis and Innovation | | 5% |
| 4. Knowledge and Information management | √ | 10% |
| 5. Communication | √ | 5% |
| 6. Results and Quality Focus | √ | 10% |
| TOTAL | | 100% |

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

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

13.3 KPA's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment. Up to twelve (12) CCRs could be selected from the list that are deemed to be critical.

13.4 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCR's:

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| RATING | DEFINITION OF RATING | DESCRIPTION |
|--------|--|--|
| 5 | Outstanding performance | Performance far exceeds the standard expected of an Employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the Performance Agreement and Performance Plan and maintained this in all areas of responsibility throughout the year. |
| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. |
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the Performance Agreement and Performance Plan. |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the Employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the Performance Agreement and Performance Plan. |
| 1 | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the Employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the Performance Agreement and Performance Plan. The Employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. |

For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established:

13.4.1 Municipality Manager;

13.4.2 Political Head – Corporate Services;

13.4.3 Member of the Corporate Standing Committee;

13.4.4 An Audit Committee Member; and

13.4.5 Municipal Manager from any other municipality of the same category as Matatiele

14. GENERAL

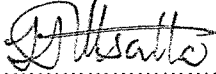
14.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.

14.2 Nothing in this Agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his/her Contract of Employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

15. SIGNATURES OF PARTIES TO THE AGREEMENT

The contents of this document have been discussed and agreed with the Employee concerned.

Name of Employee: **Ms. Thabiso Sybil Ntsalla**


Signature: 

Date:

AND

Name of Supervisor: **Dr. DCT Nakin**

Municipal Manager: Matatiele Local Municipality

Signature: 

Date: 