



REVISED PERFORMANCE AGREEMENT

For Section 56 Employees

MADE AND ENTERED INTO BY AND BETWEEN:

THE WEST RAND DISTRICT MUNICIPALITY,

AS REPRESENTED BY:

M.E KOLOI

MUNICIPAL MANAGER

AND

N. KAHTS

ACTING EXECUTIVE DIRECTOR: PUBLIC SAFETY

FOR THE PERIOD

1 JANUARY 2024 TO 30 JUNE 2024

ENTERED INTO BY AND BETWEEN:

The **West Rand District Municipality** herein represented by **M.E. KOLOI** in his capacity as **Municipal Manager** (hereinafter referred to as the **Employer** or **Supervisor**)

And

N. KAHTS as **Employee** of the Municipality (hereinafter referred to as the **Employee**)

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

The Employer has entered into a contract of employment with the **Employee** in terms of section 57(1) (a) of the Local Government: Municipal System act 32 of 2000 ("the system act") The **Employer** and the **Employee** are hereinafter to as "the parties";

- 1.2 Section 57(1) (b) of the System 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; and
- 1.4 The parties wish to ensure that there is compliance with Section 57(4A), 57(4B) and 57(5) of the System 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 Act as well as the employment contract entered into between the parties;



- 2.2 Specify the strategic goals, performance outcomes, outputs and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDIBIP) and the Budget of Municipality;
- 2.3 Specify accountabilities as set out in the performance plan, which forms an annexure to the performance agreement;
- 2.4 Monitor and measure performance against set targeted outcomes and outputs;
- 2.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his job,
- 2.6 In the event of outstanding performance, to appropriately reward the employee; and
- 2.7 Give effect to the employer's commitment to a performance-oriented relationship with its employee in attaining equitable and improved service delivery.

3. COMMENCEMENTS AND DURATION

- 3.1 This agreement will commence on the 01 January 2024 and will remain in force until 30 June 2024 thereafter 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 above mentioned period to determine the applicability of the matters agreed upon.

3.4.1 The Employer will be entitled to review and make reasonable changes to the provisions of the agreement (Annexure "A") from time to time for operational reasons. The Employee will be fully consulted before any such change is made and be allowed to make any submission in that regard.

3.4.2 The employer may amend the provisions of this agreement (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 and be allowed to make any submissions in that regard.

3.5 If at any time during the validity of this agreement the work environment alters (whether as a results of government or council decision or otherwise) to the extent that the contents of this agreement are no longer appropriate, the contents shall immediately be revised through consultation by both parties.

4 **PERFORMANCE OBJECTIVES:**

4.1 The Performance Plan (**Annexure A**) sets out-

4.1.1 The strategic goals, outcomes, outputs and targets that must be met by the **Employer**; and

4.1.2 The time frames within which those performance strategic goals, outcomes, outputs and targets must be met.

4.2 The strategic goals, outcomes, outputs and targets reflected in ANNEXTURE A are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDIBIP) and the Budget of



the Employer, and shall include key objectives, key performance indicators; targets dates and weightings.

4.2.1 The key strategic goals describe the main tasks that need to be done

4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that the key strategic goals have been achieved.

4.2.3 The targets dates describe the timeframe in which the work must be achieved.

4.2.4 The weightings show the relative importance of the key performance areas (strategic goals) to each other.

4.3 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 SYSTEMS

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 **Employer** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standard to assist the **Employer**, management and municipal staff to perform to the standard required.

5.3 The **Employer** will consult the **Employee** about a specific performance standard that will be included in the performance management system as applicable to the employee.

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

5.5 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.

5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to both the key Performance Areas (KPA's) and the core competency requirements (CCR's) respectively. However, It should be further noted that, the 80% weighting of the KPA's, may also incorporate the Job Description Key Performance Areas (JDKPA's), which must weigh less (minority weighting) than the actual KPA's.

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

5.5.3 KPA's (and JDKPA's were applicable) covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment (KPA's and CCRs weightings are also attached as part of **Annexure A** of the Performance Plan).

5.6 The **Employee's** assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance (Annexure A), which are linked to the KPAs, and will constitute 80% of the overall assessment results as per the weightings agreed to between the **Employer** and **Employee**:

KEY PERFORMANCE AREAS (KPA's) WEIGHTING			
KPA's	ABSOLUTE WEIGHTING	WEIGHTED AVERAGE	CONSOLIDATED KPA WEIGHTING
<i>Refer to Annexure A</i>			

5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional areas of the relevant manager must be subject to negotiation between the municipal manager and the relevant manager.

5.8 The CCRs will make up the other 20% of the **Employee's** assessment score. CCRs that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list below as agreed to between the **Employer** and **Employee**. Three of the CCRs are compulsory for Municipal Manager and Managers directly accountable to the Municipal Manager.

CORE COMPETENCY REQUIREMENTS CCR WEIGHTINGS

Refer to Annexure A

6 EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets out-

6.1.1 The standard and procedures for evaluating the Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 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.

6.3 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.

6.4 **Employee's** performance will be measured in terms in terms of contributions to the goals and strategies set out in the **Employer's** IDP.

6.5 The Annual performance appraisal will involve:

6.5.1 **Assessment of the achievement of results as outlined in the performance plan:**

(a) Each KPA (and JDKPA were applicable) should be assessed according to the extent to which the specified standard 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 (and JDKPA were applicable).
- (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.

6.5.2 Assessment of the CCRs

- (a) Each CCR should 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) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6.5.3) must then be used to add the scores and calculate a final CCR score.

6.5.3 Overall Rating

An overall rating is calculated by using the applicable assessment rating calculator. Such overall rating represents the outcome of the performance appraisal.

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

Level	Classification	Definition
1	Unacceptable performance	Performance does not meet the standard performance expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all 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. 0%-69%
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 the key performance criteria and indicators as specified in the PA and Performance Plan. 70% to 99%.
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. 100% to 129%.
4	Performance significantly above expectations	Performance is significantly higher than the standards 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. 130% to 149%.
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. Equal to or above 150%.

6.7 For the purpose of evaluating the annual performance of the Executive Manager: Public Safety, an evaluation panel constituted of the following persons must be established-

6.7.1 Municipal Manager

6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

6.7.3 Member of the mayoral committee; and

6.7.4 Municipal Manager from another Municipality.

7. SCHEDULE FOR PERFORMANCE REVIEWS

The performance of each Employee in relation to his 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:

Third quarter - January – March 2024

Fourth quarter - April – June 2024

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 The Employer will be entitled to review and make reasonable changes to the provision of Annexure "A" from time to time for operational reasons The Employee will be fully consulted before any such change is made.

7.5 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.

8. DEVELOPMENTAL REQUIREMENTS

The personal development plan (PDP) for addressing developmental gaps is attached as part of **Annexure B**.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall-

9.1.1 Create an enabling environment to facilitate effective performance by the employee.

9.1.2 Provide access to skills development and capacity building opportunities.

9.1.3 Work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employer**;

9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement, and;

9.1.5 Make available to the **Employee** such resources as the **Employee** may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATIONS

10.1 The Employer agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others-

10.1.1 A direct effect on the performance of any of the **Employee's functions**.

- 10.1.2 Commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
- 10.1.3 A substantial financial effect on the **Employer**.
- 10.2 The Employer agrees to inform the employee of the outcome of any decision taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employees to take any necessary action without delay.

11. MANAGEMENT OF EVALUATIONS OUTCOMES

- 11.1 The evaluations of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 11.3 In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator, provided that-
 - (a) A score of 130 % to 149% is awarded a performance bonus ranging from 5% to 9%, and
 - (b) A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 11.4 In the case of unacceptable performance, the **Employer** shall-
 - 11.4.1 Provide systematic remedial or developmental support to assist the **Employee** to improve his performance; and
 - 11.4.2 After appropriate performance counselling and having provided the necessary guidance and /or support as well as reasonable time for improvements 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 duties. This is notwithstanding the rights of the **Employee**.

12. DISPUTE RESOLUTION

12.1 Any dispute about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by-

12.1.1 In the case of managers directly accountable to the Municipal Manager, the Executive Mayor or delegate, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.

12.2 In the event that the mediation process contemplated above fails, the clause that deals with disputes resolution in the contract of Employee shall apply.

13. GENERAL

13.1 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**.

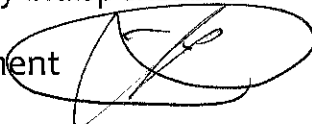
13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

13.3 The performance assessment results of the Manager directly accountable to the Municipal Manager must be submitted to the

MEC responsibilities for local government in the relevant Province as well as the National minister responsible for local government, within fourteen (14) days after the conclusion of the performance assessment.

14. COMMITMENT OF MANAGERS REPORTING DIRECTLY TO THE ACTING EXECUTIVE DIRECTOR: PUBLIC SAFETY

The managers directly accountable to the Executive Manager: Public Safety hereby make this commitment to support the Acting Executive Director: Public Safety to achieve his outcomes, outputs and targets as set out in his performance plan (Annexure A) of this performance agreement. The managers understand that his targets are impossible to achieve without their full support and co-operation. Therefore, the managers make this pledge that, both their individual and collective responsibilities towards the attainment of the set targets will be highly indispensable.

- Acting Manager: Disaster Management 

- Acting Manager: Emergency Services 

15. APPROVAL BY EMPLOYER AND EMPLOYEE

The process followed ensures individual alignment to the strategic goals of the institution and gives clear direction on what needs to be achieved through a self-directed approach to execute on the outcomes, to build sound relationships, to develop human capital and to strengthen the organisation through excellent performance. This plan has been derived from intense workshopping and performance process mapping sessions to ensure integration, motivation and self-direction. The employer and employee both have responsibilities and accountabilities in getting value from this plan. Neither party can succeed without the support of the other.

Undertaking of the employer	Undertaking of the employee
<p>On behalf of my organisation, I undertake to ensure that a work environment conducive for excellent employee performance is established and maintained. As such, I undertake to lead to the best of my ability, communicate comprehensively, and empower managers and employees. Employees will have access to ongoing learning, will be coached, and will clearly understand what is expected of them. I herewith approve this Performance Plan.</p>	<p>I herewith confirm that I understand the strategic importance of my position within the broader organisation. I furthermore confirm that I understand the purpose of my position, as well as the criteria on which my performance will be evaluated twice annually (formal evaluations that take place during mid-term and year-end). As such, I therefore commit to do my utmost to live up to these expectations and to serve the organisation, my superiors, my colleagues and the community with loyalty, integrity and enthusiasm at all times. I hereby confirm and accept the conditions to this plan.</p>

Date: 11/03/2024


N. KAHTS

ACTING EXECUTIVE DIRECTOR: PUBLIC SAFETY

AS WITNESS:

1. A. Mas

Date: _____


M.E. KOLOI
MUNICIPAL MANAGER
 AS WITNESS

1. _____

SCHEDULE 2

CODE OF CONDUCT FOR MUNICIPAL STAFF MEMBERS

1. Definitions — In this Schedule “partner” means a person who permanently lives with another person in a manner as if married.
2. General conduct —A staff member of a municipality must at all times—
 - (a) loyally execute the lawful policies of the municipal council;
 - (b) perform the functions of office in good faith, diligently, honestly and in a transparent manner;
 - (c) act in such a way that the spirit, purport and objects of section 50 are promoted;
 - (d) act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
 - (e) act impartially and treat all people, including other staff members, equally without favour or prejudice.
3. Commitment to serving the public interest.—A staff member of a municipality is a public servant in a developmental local system, and must accordingly—
 - (a) Implement the provisions of section 50 (2);
 - (b) Foster a culture of commitment to serving the public and a collective sense of responsibility for performance in terms of standards and targets;
 - (c) Promote and seek to implement the basic values and principles of public administration described in section 195 (1) of the Constitution;
 - (d) obtain copies of or information about the municipality’s integrated development plan, and as far as possible within the ambit of the staff member’s job description, seek to implement the objectives set out in the integrated development plan, and achieve the performance targets set for each performance indicator; and
 - (e) Participate in the overall performance management system for the municipality, as well as the staff member’s individual performance appraisal and reward system, if such exists, in order to maximise the ability of the municipality as a whole to achieve its objectives and improve the quality of life of its residents.

4. Personal gain —
 - (1) A staff member of a municipality may not—
 - (a) use the position or privileges of a staff member, or confidential information obtained as a staff member, for private gain or to improperly benefit another person; or
 - (b) take a decision on behalf of the municipality concerning a matter in which that staff member, or that staff member's spouse, partner or business associate, has a direct or indirect personal or private business interest.
 - (2) Except with the prior consent of the council of a municipality a staff member of the municipality may not—
 - (a) be a party to a contract for—
 - (i) the provision of goods or services to the municipality; or
 - (ii) the performance of any work for the municipality otherwise than as a staff member;
 - (b) obtain a financial interest in any business of the municipality; or
 - (c) be engaged in any business, trade or profession other than the work of the municipality.
5. Disclosure of benefits.—
 - (1) A staff member of a municipality who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the municipality, must disclose in writing full particulars of the benefit to the council.
 - (2) This item does not apply to a benefit which a staff member, or a spouse, partner, business associate or close family member, has or acquires in common with all other residents of the municipality.
6. Unauthorised disclosure of information.—
 - (1) A staff member of a municipality may not without permission disclose any privileged or confidential information obtained as a staff member of the municipality to an unauthorised person
 - (2) For the purpose of this item "privileged or confidential information" includes any information—



- (a) determined by the municipal council or any structure or functionary of the municipality to be privileged or confidential;
 - (b) discussed in closed session by the council or a committee of the council;
 - (c) disclosure of which would violate a person's right to privacy; or
 - (d) declared to be privileged, confidential or secret in terms of any law.
- (3) This item does not derogate from a person's right of access to information in terms of national legislation.
7. Undue influence.—A staff member of a municipality may not—
- (a) unduly influence or attempt to influence the council of the municipality, or a structure or functionary of the council, or a councillor, with a view to obtaining any appointment, promotion, privilege, advantage or benefit, or for a family member, friend or associate;
 - (b) mislead or attempt to mislead the council, or a structure or functionary of the council, in its consideration of any matter; or
 - (c) be involved in a business venture with a councillor without the prior written consent of the council of the municipality.
8. Rewards, gifts and favours.—
- (1) A staff member of a municipality may not request, solicit or accept any reward, gift or favour for —
- (a) persuading the council of the municipality, or any structure or functionary of the council, with regard to the exercise of any power or the performance of any duty;
 - (b) making a representation to the council, or any structure or functionary of the council;
 - (c) disclosing any privileged or confidential information; or
 - (d) doing or not doing anything within that staff member's powers or duties.
- (2) A staff member must without delay report to a superior official or to the speaker of the council any offer which, if accepted by the staff member, would constitute a breach of sub item (1).
9. Council property.—A staff member of a municipality may not use, take, acquire, or benefit from any property or asset owned, controlled or managed by the municipality to which that staff member has no right.

10. Payment of arrears.—A staff member of a municipality may not be in arrears to the municipality for rates and service charges for a period longer than 3 months, and a municipality may deduct any outstanding amounts from a staff member's salary after this period.
11. Participation in elections.—A staff member of a municipality may not participate in an election of the council of the municipality, other than in an official capacity or pursuant to any constitutional right.
12. Sexual harassment.—A staff member of a municipality may not embark on any action amounting to sexual harassment.
13. Reporting duty of staff members.—Whenever a staff member of a municipality has reasonable grounds for believing that there has been a breach of this Code, the staff member must without delay report the matter to a superior officer or to the speaker of the council.
14. Breaches of Code.—Breaches of this Code must be dealt with in terms of the disciplinary procedures of the municipality envisaged in section 67 (1) (h) of this Act.