

THE PERFORMANCE AGREEMENT

*Entered into by and between
the Ekurhuleni Metropolitan Municipality
"the Employer"*

Duly represented by the City Manager of Ekurhuleni Metropolitan Municipality

and
"the Employee"

HOD: Chief Risk Officer

*for the Financial Year:
1 July 2017 - 30 June 2018*

HOD: Chief Risk Officer Performance Agreement for the 2017/2018 FY

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Ekurhuleni Metropolitan Municipality herein represented by **Dr. Imogen Mashazi** in her capacity as City Manager (hereinafter referred to as the Employer)

And

Mr./Me. Musawakhe Khumalo, employee of the Ekurhuleni Metropolitan 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 56 of the Local Government: Municipal Systems Act 32 of 2000 as amended ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 56 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 the relevant sections 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(2)(a), (3A) and (4c) of the Act as well as the employment contract entered into between the parties;
- 2.2 specify national and local key performance areas (KPAs), key performance indicators (KPI's) and objectives 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 (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 monitor and measure performance against set targeted 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-orientated relationship with its employee in attaining equitable and improved service delivery.

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3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on 1 July 2017 and will remain in force until 30 June 2018. 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, if applicable.
- 3.2 The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than 31 July 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.
- 3.5 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 (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.2.1 The KPA's describe the main tasks that need to be done.
- 4.2.2 The KPI's provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 4.2.3 The target dates describe the timeframe in which the work must be achieved.
- 4.2.4 The weightings show the relative importance of the key objectives 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 SYSTEM

- 5.1 The Employer 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 standards to assist the Employer, management and municipal staff to perform to the standards required.
- 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.
- 5.4 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.
- 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 the Key Performance Areas (KPAs) and the Leading and Core Competency requirements (LCCs) respectively.

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

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

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 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)
Municipal Infrastructure Development and Service Delivery
Municipal Institutional Development and Transformation
Local Economic Development (LED)
Municipal Financial Viability and Management
Good Governance and Public Participation

5.7 The Leading and Core Competencies (LCCs) will make up the other 20% of the Employee's assessment score. All LCCs are deemed to be essential and critical for the Employee's job and will therefore form part of the employee's performance agreement. See Annexure A.2 of this agreement for the Leading and Core Competency requirements of the HOD.

6. EVALUATING PERFORMANCE

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

6.1.1 The standards 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 The Employee's performance will be measured 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 should 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.

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- (b) An indicative rating on the five-point scale should be provided for each KPA.

6.5.2 Assessment of the LCCs:

- (a) Each applicable competency 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 competency.
- (c) This rating is to be multiplied by the weighting given to each competency during the contracting process, to provide a 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:

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

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6.7 For purposes of evaluating the annual performance of the HoD, 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 MMC for Corporate Services;
- 6.7.4 Municipal manager from another municipality; and
- 6.7.5 Manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulation. (Regulation 27(4)(f) of Regulation 805).

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 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	:	July – September 2017
Second quarter	:	October – December 2017
Third quarter	:	January – March 2018
Fourth quarter	:	April – June 2018

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

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 provisions of Annexure "A" from time to time for operational reasons. The Employer 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 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 Employee;

- 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 to assist him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

- 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 decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:
- 11.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 11.3 In the case of unacceptable performance, the Employer shall –
- 11.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 11.3.2 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.

12 DISPUTE RESOLUTION

- 12.1 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 –
- In the case of managers directly accountable to the municipal manager, the executive mayor or mayor 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 Any disputes about the outcome of the employee's performance evaluation, must be mediated by–

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In the case of managers directly accountable to the municipal manager, 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 thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

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.

Thus done and signed at on this the day of 2017

AS WITNESSES:

1. _____

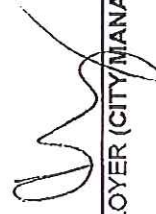
2. _____



EMPLOYEE

AS WITNESSES:

1. Rol- _____



EMPLOYER (CITY/MANAGER)

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ANNEXURE A

PERFORMANCE PLAN

FOR

Mr. Musawakhe Khumalo

HoD: Chief Risk Officer



Content

1. Purpose of the Agreement
2. Responsibilities of the HoD: Chief Risk Officer
3. Flagships
4. Appraisal Outcome Summary
5. Performance Plan
 - 5.1 Key Performance Areas
 - 5.2 Core Competency Requirements/Core Managerial Competencies
6. Declaration Statement for Measurement
7. Signatories
8. Personal Development Plan

Source of information: Approved 2017/2018 SDBIP and other strategic documents.

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1. PURPOSE OF THE AGREEMENT

The performance plan defines the Council's expectations of the HoD: Chief Risk Officer. The performance plan detailed in Section 4.1 is in response to Section 56) of the Municipal Systems Act, as amended, i.e. the performance plan is based on the municipality's Integrated Development Plan (IDP).

2. RESPONSIBILITIES OF THE HOD: CHIEF RISK OFFICER

The Head of Department in his/her capacity as the head of the department is responsible for the following:

- Effective management of the department which includes human resources management, strategy management, operations management and governance management as it relates to all delegations.
- Political support and advice to political structures and political office bearers.
- Development of monitoring and reporting system for the department.
- Development and implementation of measures to achieve departmental results management of the interface between political offices and department.
- Facilitating participation by the local community in the affairs of the municipality.
- Provide strategic support to the office of the City Manager.
- Law making as it relates to the department and implementation of the municipality's by-laws and other legislation.
- Development and implementation of departmental strategy.

The Head of Department in his/her capacity as the head Accounting Officer of the department is responsible for the following:

- Management of the financial administration of the department, and must for this purpose take all reasonable steps to ensure that the resources of the entity are used effectively, economically and transparently.
- Management of assets and liabilities on behalf of the municipality.
- Management of supply chain as relates to demand management, procurement of goods and services in line with relevant policies and legislation.
- Budget management which includes budget formulation and implementation in line with adopted priorities in the IDP.
- Development and implementation of departmental resource plan.
- Financial governance as related to financial report and accounting.

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3. FLAGSHIP PROJECTS

(Where applicable)

PROJECT NAME	PROJECT DESCRIPTION	KEY PROJECT ACTIVITIES	KEY OUTPUTS	DUE DATE OF SUBMISSION OF PROJECT PLAN	DATE OF COMPLETION OF PROJECT
	Not Applicable				

4. APPRAISAL OUTCOME SUMMARY AS PER THE 17-18 SDBIP

Key Results	Key Indicators	Performance	Annual Target	Quarter 1	Mid-Year Review/ Appraisal	Quarter 3	Year-End Appraisal
Improved effectiveness of risk financing and transfer	Number of insurance audits undertaken		4	1	1	1	1
Improved level of corporate governance and compliance through efficient and effective standards, practices and systems	Level of EMM compliance maturity recorded		3	-	-	-	3
Efficient and effective system of enterprise risk management	Number of risk profiles reviewed		30	7	7	8	8
Improved level of corporate governance and compliance through efficient and	Number of compliance risk profiles completed/ reviewed		20	5	5	5	5

Key Results	Key Performance Indicators	Annual Target	Quarter 1	Mid-Year Review/ Appraisal	Quarter 3	Year-End Appraisal
effective standards, practices and systems						
Improved level of corporate governance and compliance through efficient and effective standards, practices and systems	Number of Fraud Risk Profiles reviewed	15	4	3	4	4
Increased Capacitation of EMM in Governance, Risk and Compliance	Number of GRC Training Interventions	8	2	2	2	2
Increased Capacitation of EMM in Governance, Risk and Compliance	Number of research outputs on GRC disseminated	4	1	1	1	1
Improved CAPEX spent on departmental projects	Percentage of CAPEX spent on departmental projects	95%	15%	40%	65%	95%

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5 PERFORMANCE PLAN

5.1 Key Performance Areas (only the applicable KPAs)

Key Result Area	Key Outcomes	Weights	Activities	Key Performance Indicators	Baseline	Annual Target	5-Point Rating Scale	Source of Evidence	Means of Verification
• FLAGSHIPS (if applicable)									
			NOT APPLICABLE		NOT APPLICABLE		1 = 70%-79% 2 = 80%-85% 3 = 84%-85% 4 = 90%-95% 5 = 95%-100%		
1. KPA: MUNICIPAL INFRASTRUCTURE DEVELOPMENT & SERVICE DELIVERY									
Improved quality, maintenance and services throughout urban areas	Improved management responsiveness to audit findings, reduced risks and enhanced overall control environment	50%	Coordinate activities to achieve the targets in the 2017/2018 SDBIP.	1.1 % implementation of all (8) direct outcomes, indicators and targets in the SDBIP 2017-2018	100%	100%	Quarterly progress reports	Mayoral Committee and Council minutes	
2. KPA: MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION									

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Corporate Governance	Enhanced the management of MoEs	5%	Coordinate the management of shareholder interests in MoEs	2.1 % implementation of the shareholder compact	TBD	90%	1 = <85% 2 = 85%-89% 3 = 90% 4 = 91%-95% 5 = 96%-100%	Quarterly Progress Reports	Risk Committee minutes
Integrity Commissioner	Increased good governance and ethical conduct	10%	Coordinate the activities of the Integrity Commissioner	2.2 % of resolution of referrals to the Integrity Commissioner	New indicator	75%	1 = <85% 2 = 85%-90% 3 = =90%-94% 4 = =91%-95% 5 = 96%-100%	Quarterly Progress Reports	Mayoral Committee minutes
Ethical Environment	Increased good governance and ethical conduct	5%	Facilitate the creation of an ethical environment	2.3 % Approval of the Municipal Integrity Framework	New indicator	100%	1 = - 2 = - 3 = Approved by Jun.18 4 = Approved by Mar.18 5 = Approved by Jan.18	Municipal Integrity Report	Council Minutes
Improved Employee Benefits	Improved risk coverage of DEMS and EMPD officers	5%	Review existing risk benefits for DEMS and EMPD officers	2.4 90% approval of revised risks and benefits coverage package for DEMS and EMPD officers	TBD	100% (Finalised)	1 = 60% 2 = 70% 3 = 90% 4 = 100% 5 = Approved	Risks and benefits coverage report	REMCO Minutes
3. KPA: LOCAL ECONOMIC DEVELOPMENT									
Managed Service Delivery Risks	Contribute to economic growth	10%	Identify emerging risks in contract management for economic growth	3.1 % of due diligence conducted for all major contracts (BRT, Energy, Human Settlements, etc.)	New indicator	85%	1 = 70%-75% 2 = 75%-80% 3 = 84%-85% 4 = 90%-95% 5 = 95%-100%	Quarterly Progress Reports	Minutes of the Risk Committee
4. KPA: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT									
Heighten board effectiveness	Increased effectiveness	5%	Assess and review risk capital projects	4.1 % provision of risk (insurance) cover for	New indicator	10%	1 = <7% 2 = 8%-9%	Insurance claims report	Mayoral Committee and

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NOTE

ANNEXURE A.2 COMPETENCIES = 20% OF PERFORMANCE AGREEMENT (Regulation 21 of 2014, of the Systems Act, Act No 32 of 2000)

LEADING COMPETENCIES (70%)			Total Weighting
Competency	Driving Competency	Weight (%)	
Strategic Direction and Leadership	Impact and Influence	3	15
	Institutional Performance Management	4	
	Strategic Planning and Management	5	
	Organisational Awareness	3	
People Management	Human Capital Planning and Development	4	10
	Diversity Management	2	
	Employee Relations Management	2	
	Negotiation and Dispute Management	2	
Program and Project Management	Program and Project Planning and Implementation	5	15
	Service Delivery and Management	5	
	Program and Project Monitoring and Evaluation	5	
	Budget Planning and Execution	4	
Financial Management	Financial Strategy and Delivery	2	10
	Financial Reporting and Monitoring	4	
	Change Vision and Strategy	5	
	Process Design and Improvement	5	
Change Leadership	Change Impact Monitoring and Evaluation	5	10
	Policy Formulation	5	
	Risk and Compliance Management	5	
	Cooperative Governance	5	
CORE COMPETENCIES (30%)			
Moral Competence		5	5
Planning and Organising		5	5
Analysis and Innovation		5	5
Knowledge & Information Management		5	5
Communication		5	5
Results and Quality Focus		5	5

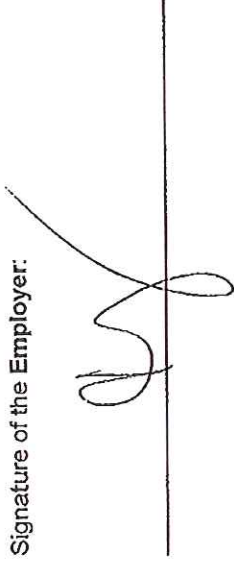
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6.4 Declaration Statement for Measurement

The Head of Department hereby declares to be aware of the contents of this performance agreement and to do all that is legally possible to achieve the intended results and to be held accountable for work done in the municipality. Where baselines do not exist the second quarter results will be used as a baseline. You will also be held responsible for work done in the departments and in other inter departmental enterprise teams that you form part thereof.

7.4 Signatories

Signature of the Employer:



Signed and accepted by (full names) DR. N.T. Nkomozi (position) CITY MANAGER, duly representing the Ekurhuleni Metropolitan Municipality "the Employer".

Date: 07/08/2017

ANNEXURE B: PERSONAL DEVELOPMENT PLAN

SURNAME: CHUMALO NAME(S): MUSA DESIGNATION: CEO SOC CODE: _____
 DEPARTMENT: Basic Management DIVISION (if applicable): _____
 CURRENT QUALIFICATIONS: MATTEL

INTERVENTIONS

FINANCIAL YEAR	LEARNING GOALS/OBJECTIVES	SKILLS, KNOWLEDGE OR EXPERIENCE	DEVELOPMENT INITIATIVE (TRAINING, MENTORING, COACHING, GUIDANCE OR INSTRUCTION), IDENTIFY SPECIFIC LEARNING PROGRAMMES OR COURSES	ESTIMATED COST	DURATION
2017/2018	Improved understanding of Ethics in a working environment	Ethics Management	Ethics Officer Certification Programme	Free	1 Week
	Improved Risk Financing Skills	Risk Financing	RIMS Conference	R70 000	4 days
	Improved Knowledge and Understanding of Municipal Governance	Municipal Governance	Municipal Governance and Leadership Course	Free	9 days
2018/2019					

Not