

Dr. Mervin Cloete
J.C.D.

MUNICIPAL MANAGER

FOR THE
FINANCIAL YEAR: 1 JULY 2024 - 30 JUNE 2025

THE EMPLOYEE OF THE MUNICIPALITY

SYDNEY CHARLES ADAMS

AND

(FULL NAMES)

MERVIN CLOETE

AS REPRESENTED BY THE EXECUTIVE MAYOR

THE NAMAKWA DISTRICT MUNICIPALITY

MADE AND ENTERED INTO BY AND BETWEEN:

PERFORMANCE AGREEMENT



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- 5.1 The Performance Plan (Annexure A) sets out –
 - 5.1.1 the performance objectives and targets that must be met by the Employee;
 - 5.1.2 the time frames within which those performance objectives and targets must be met; and
 - 5.1.3 the competencies (Annexure B – definitions in terms of Regulation 21 of 17 January 2014) required to operate effectively as senior managers in the local government environment.
- 5.2 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, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:
 - 5.2.1 Key objectives;
 - 5.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that an indicator has been achieved by the employee;

5. PERFORMANCE OBJECTIVES

- 4.5 Any significant amendments of deviations must take cognizance of the requirements of Sections 34 and 42 of the Municipal Systems Act and Regulation 4(5) of the Regulations.
- 4.4 If at any time during the validity of this Agreement the work environment alters to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised; and
- 4.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 4.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31 July of the succeeding financial year.
- 4.1 This Agreement will commence on 1 July 2024 and will remain in force until 30 June 2025 where after 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.

4. COMMENCEMENT AND DURATION

- 3.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.
- 3.6 appropriately reward the Employee in accordance with Section 11 of this agreement; and
- 3.5 establish a transparent and accountable working relationship;
- 3.4 monitor and measure performance against set targeted outputs;
- 3.3 specify accountabilities as set out in the Performance Plan (Annexure A);
- 3.2 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;
- 3.1 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;

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5.2.3 Target dates that describe the timeframe in which the targets must be achieved; and
5.2.4 Weightings showing the relative importance of the key objective to each other.

5.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and

5.4 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.

6. PERFORMANCE MANAGEMENT SYSTEM

6.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees of the Employer.

6.2 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 employees and service providers to perform to the standards required.

6.3 The Employer must consult the Employee about the specific performance standards and targets that will be included in the performance management system as applicable to the Employee.

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

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

7.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, Operational Performance and Competencies both of which shall be contained in the Performance Agreement;

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

7.4 The Competencies will make up the other 20% of the Employee's assessment score. The Competencies are split into two groups, leading competencies which drive strategic intent and direction, and core competencies, which drive the execution of the leading competencies.

8. EVALUATING PERFORMANCE

8.1 The Performance Plan (Annexure A) to this Agreement sets out key performance indicators and competencies that need to be evaluated in terms of –

8.1.1 The standards and procedures for evaluating the Employee's performance; and
8.1.2 The intervals for the evaluation of the Employee's performance.

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- 11.1.1 Create an enabling environment to facilitate effective performance by the employee;
- 11.1.2 Provide access to skills development and capacity building opportunities;
- 11.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 11.1.4 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
- 11.1.5 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.

11. OBLIGATIONS OF THE EMPLOYER

that case, the Employee will be fully consulted before any such change or plan is made.

C. Such Plan may be implemented and/or amended as the case may be after each assessment. In The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure

10. DEVELOPMENTAL REQUIREMENTS

case, the Employee will be fully consulted before any such change is made.

9.5 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 before any such change is made.

9.4 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 performance.

9.3 Performance feedback shall be based on the Employer's assessment of the Employee's 9.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.

QUARTER	MONTH	EVALUATION
1	July – September 2024	October – November 2024
2	October – December 2024	January – February 2025
3	January – March 2025	April – May 2025
4	April – June 2025	April – May 2026

verbal if performance is satisfactory:

9.1 The performance of the 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

9. SCHEDULE FOR PERFORMANCE REVIEWS

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12. CONSULTATION

12.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –

12.1.1 A direct effect on the performance of any of the Employee's functions;

12.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

12.1.3 A substantial financial effect on the Employer.

12.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 12.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

13. REWARD

13.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

13.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter.

13.3 The performance bonus will be awarded pro-rata according to the period of this agreement based on the following scheme:

Performance Rating	Performance	Bonus Calculation
0% - 64%	Poor Performance	0% of total package
65% - 69%	Average Performance	5% of total package
70% - 74%	Fair Performance	9% of total package
75% - 79%	Good Performance	11% of total package
80% - 100%	Excellent Performance	14% of total package

13.4 In the event of the Employee terminating his service during the validity period of this Agreement, but only after three months after the start of this agreement's inception date, the Employee's performance will be evaluated for the period during which he was employed and he will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service; and

13.5 The Employer will submit the total score of the annual assessment and of the Employee, to the full Council for purposes of recommending the bonus allocation.

14. MANAGEMENT OF EVALUATION OUTCOMES

14.1 Where the Employer is, at any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting.

14.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any program, including any dates, for implementing these matters.

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14.3 Where there is a dispute of difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

14.4 In the case of unacceptable performance, the Employer shall –

14.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

14.4.2 After appropriate performance counselling and providing the necessary guidance and/or support as well as a 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.

15. DISPUTE RESOLUTION

15.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employer may within 3 (three) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing.

15.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days.

15.3 In the instance where the matters referred to in 15.2 were not successfully resolved, the matter shall be referred to the MEC for local government in the province within 30 (thirty) business days of receipt of a formal dispute from the Employee or any other person appointed by the MEC; and

15.4 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment shall apply.

16. GENERAL

16.1 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; and

16.2 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.

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Executive Mayor: [Signature] MM: (2)

2. [Signature]

1. [Signature]
AS WITNESSES:

2. [Signature]

1. [Signature]
AS WITNESSES:

Thus done and signed at Springbok on this the 30 day of October 2024.

EXECUTIVE MAYOR

[Signature]

EMPLOYEE

[Signature]