



OVERBERG DISTRICT MUNICIPALITY

Performance Agreement
2024-2025

Draft

A handwritten signature in black ink, appearing to read "N. L. Kruger", written over a horizontal dotted line.

07/06/2024

MR N L KRUGER
CHIEF FINANCIAL OFFICER

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE EXECUTIVE AUTHORITY OF
THE OVERBERG DISTRICT MUNICIPALITY

AS REPRESENTED BY THE MUNICIPAL MANAGER
MR R BOSMAN

(herein and after referred as Employer)

AND

CHIEF FINANCIAL OFFICER
MR N L KRUGER

(herein and after referred as Employee)

FOR THE

PERIOD: 1 JULY 2024 – 31 AUGUST 2024

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") Municipal Systems Amendment Act, Act 7 of 2011 ("the Amendment Act"). The Employer and the Employee are hereinafter referred 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 and Section 6(c) of the Amendment Act.
- 1.5 In this Agreement the following terms will have the meaning ascribed thereto:
 - 1.5.1 "this Agreement" – means the performance agreement between the Employer and the Employee and the Annexures thereto;
 - 1.5.2 "the Executive Authority" – means the Mayoral Committee of the Municipality constituted in terms of Section 55 of the Local Government: Municipal Structures Act 117 of 1998 ("Structures Act") as represented by its chairperson, the Executive Mayor;
 - 1.5.3 "the Employee: means the Chief Financial Officer appointed in terms of Section 56 of the Systems Act,
 - 1.5.4 "the Employer" means Overberg District Municipality.
 - 1.5.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

- 2.1 Comply with the provisions of Section 57(1)(b),(4A), (4B) and (5) of the Systems Act, and Section 6(c) of the Amendment 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 and outcomes;
- 2.5 Establish a transparent and accountable working relationship
- 2.6 Appropriately reward the employee in accordance with section 11 of this agreement; 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.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2024** and will remain in force until **31 August 2024** where after a new Performance Agreement shall be concluded between the parties for the rest of the financial year or any portion thereof;
- 3.2 The parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and
- 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.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A – Key Performance Indicators) sets out –
 - 4.1.1 The performance objectives and targets that must be met by the Employee;
 - 4.1.2 The time frames within which those performance objectives and targets must be met; and
 - 4.1.3 The core competency requirements (Annexure B – definitions in terms of Regulation 21 of 17 January 2014) are essential to the role of a senior manager employed at the municipality.
- 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, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:

- 4.2.1 Key objectives that describe the main tasks that needs to be done;
 - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved;
 - 4.2.3 Target dates that describe the timeframe in which the work must be achieved; and
 - 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 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
 - 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 municipality adopted for the employees of the municipality;
- 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 employees and relevant stakeholders to perform to the standards required;
- 5.3 The Employer will consult the employee about the specific performance standards and targets that will be included in the performance management system applicable to the employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas (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;
- 5.6 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, 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)	Weighting
Basic Service Delivery and Infrastructure	
Municipal Transformation and Institutional Development	
Local Economic Development (LED)	
Municipal Financial Viability and Management	
Good Governance, Public Participation Accountability and Transparency	
TOTAL	80%

5.7 The Competencies will make up the other 20% of the Employee's assessment score. The Competencies consist of six (6) leading competencies which comprise of twenty (20) driving competencies that drive the strategic intent and direction of local government and six (6) core competencies which drive the execution of the leading competencies.

LEADING COMPETENCIES	
Strategic Capability and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relation Management • Negotiation and dispute Management
Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service delivery Management • Program and Project Monitoring and evaluation
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial strategy and Delivery • Financial Reporting and Monitoring
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and evaluation
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and compliance Management • Cooperative Governance
CORE COMPETENCIES	
Moral Competence	
Planning and Organising	
Analysis and Innovation	
Knowledge and Information Management	
Communication	
Result and Quality Focus	

6. PERFORMANCE ASSESSMENT

- 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 Integrated Development Plan (IDP);
- 6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;
- 6.6 Assessment of the achievement of results as outlined in the performance plan:
 - 6.6.1 Each KPI or group of KPI's shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;
 - 6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPI's which will then be multiplied by the weighting to calculate the final score;
 - 6.6.3 The Employee will do a self-evaluation and submit it to the Employer prior to the formal assessments; and
 - 6.6.4 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.7 Assessment of the CCRs:
 - 6.7.1 Each CCR shall be assessed according to the extent to which the specified standards for the required proficiency level have been met;

6.7.2 A rating on the five-point scale shall be provided for each CCR which will then be multiplied by the weighting to calculate the final score; and

6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.

6.8 Overall rating

6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.4 and 6.7.3 above; and

6.8.2 Such overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scale for KPI's:

Level	Terminology	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 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 they 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.

6.10 The assessment of the performance of the Employee will be based on the following rating scale for each CCR's.

Score	Level	Description
5	Superior	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods
4	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
1-2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention

6.11 For purposes of evaluating the performance of the Employee at mid-year and year-end assessment, an evaluation panel constituted of the following persons will be established –

6.11.1 Municipal Manager;

6.11.2 Municipal Manager from another municipality;

6.11.3 Chairperson of the Audit and Performance Audit Committee or in his/her absence thereof, his/her secunde;

6.11.4 A Member of the Mayoral Committee (Portfolio Chairperson); and

6.12 The Municipal Manager will give performance feedback within five (5) working days to the Employee after the assessment of the 1st and 3rd quarter, mid-year and year-end assessment meetings.

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 reviews in the first (1st) and third (3rd) quarter may be verbal if performance is satisfactory:

Quarter	Review Period	Review to be completed by
1	July - September	
2	October – December	
3	January – March	
4	April - June	

- 7.2 The Employer shall keep a record of the mid-year and year-end 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 Employee will be fully consulted before any such change is made; and
- 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 C. Such Plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

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/her 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/her to meet the performance objectives and targets established in terms of this Agreement.

to a pro-rata performance bonus based on his/her evaluated performance for the period of actual service;

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

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 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 the employee to attend a meeting;
- 12.2 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 programme, including any dates, for implementing these measures;
- 12.3 Where there is a dispute or 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
- 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.

13. DISPUTE RESOLUTION

- 13.1 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 Employee may within three (3) working days meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;
- 13.2 If the parties could not resolve the issues within ten (10) working days, an independent arbiter, acceptable to both parties, should be appointed to resolve the matter within thirty (30) days;
- 13.3 In the instance where the matters referred to in 13.2 were not successful, the matter should be referred to the MEC for local government in the

province within thirty (30) days of receipt of a formal dispute from the Employee or any other person appointed by the MEC; and

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

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; and

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.

Thus done and signed at _____ on the _____ day of _____ 2024.

AS WITNESSES:

1. _____

CHIEF FINANCIAL OFFICER

2. _____

Thus done and signed at _____ on the _____ day of _____ 2024.

AS WITNESSES:

1. _____

MUNICIPAL MANAGER

2. _____

KEY PERFORMANCE INDICATORS

The following Key Performance Indicators (KPI's) provide the details of the evidence that must be provided to show that a key objective has been obtained. The weightings show the relative importance of the key objectives to each other and should add up to 80% of the total assessment score.

No.	SDBIP KPI No.	National KPA [R]	Strategic Objective [R]	KPI	Unit of Measurement	Baseline	Annual Target	Target Q1	Target Q2	Target Q3	Target Q4	Weight
1	TL21	Municipal Financial Viability and Management	To attain and maintain financial viability and sustainability by executing accounting services in accordance with National policy and guidelines (SG4)	Measured financial viability in terms of the municipality's ability to meet its service debt obligations by 30 June (Debt coverage) (Reg)	The number of times the municipality was able to meet its Debt obligation ((Total operating revenue received - operating grants)/debt service payments))	11.2	7				7	
2	TL22	Municipal Financial Viability and Management	To attain and maintain financial viability and sustainability by executing accounting services in accordance with National policy and guidelines (SG4)	Measured financial viability in terms of the available cash to cover fixed operating expenditure by 30 June (Cost coverage) (Reg)	Number of months cash were available to cover fixed operating expenditure ((All available cash at a particular time + investments)/monthly fixed operating expenditure)	4.12	1.5				1.5	
3	TL23	Municipal Financial Viability and Management	To attain and maintain financial viability and sustainability by executing accounting services in accordance with National policy and guidelines (SG4)	Measured financial viability in terms of percentage outstanding service debtors by 30 June (Service Debtors) (Reg)	% Outstanding service debtors per annum (Total outstanding service debtors/annual revenue received for services)	13%	20				20	

4	TL24	Municipal Financial Viability and Management	To attain and maintain financial viability and sustainability by executing accounting services in accordance with National policy and guidelines (SG4)	Report bi-annually to Council on the performance of service providers for quotations and tenders above R300000	Number of reports submitted to Council per annum	2	2	1	1	1	1
5	TL25	Regional Economic Development	To promote regional economic development by supporting initiatives in the district for the development of a sustainable district economy (SG2)	Invite service providers to register on the suppliers database by 30 June	Invitation placed on ODM website and in external media	1	1	1	1	1	1
6	D	Municipal Financial Viability and Management	To attain and maintain financial viability and sustainability by executing accounting services in accordance with National policy and guidelines	Monitor quarterly the procurement plan to ensure that Capital projects being executed	Number of quarterly monitoring's executed per annum	Quarterly	4	1	1	1	1
7	D	Municipal Financial Viability and Management	To attain and maintain financial viability and sustainability by executing accounting services in accordance with National policy and guidelines	Review quarterly the Directorate risk register at a Line Management meeting	Number of reviews executed per annum	4 per annum	4	1	1	1	1

8	D	Municipal Financial Viability and Management	To attain and maintain financial viability and sustainability by executing accounting services in accordance with National policy and guidelines	Promote proper procurement processes to ensure that no successful objections are achieved regarding the awarding of tenders	Number of successful objections received per annum	Zero	0	0	0	0	
9	D	Good Governance and Public Participation	To ensure good governance practices by providing a democratic and pro-active accountable government and ensuring community participation through IGR Structures	Percentage of compliance with all legislative deliverables as measured per compliance assist by 31 August	% Compliance with legislative deliverables	100	100%				
10	D	Good Governance and Public Participation	To ensure good governance practices by providing a democratic and pro-active accountable government and ensuring community participation through IGR Structures	Execute Council Resolutions within three months after approval	% of Council resolutions executed per annum (Total executed/total taken on a specific period)	100	100%				
11	D	Municipal Financial Viability and Management	To attain and maintain financial viability and sustainability by executing accounting services in accordance with National policy and guidelines	Maintain monthly a positive cashflow and liquidity position	Number of monthly positive cashflow and liquidity position maintained.	2	2	4 per annum			

12	D	Municipal Transformation and Institutional Development	To ensure municipal transformation and institutional development by creating a staff structure that would adhere to the principles of employment equity and promote skills development	Conclude performance agreements for all direct reportees by 30 July of each year	% of performance agreements concluded	100%	100	100	100			
13	D	Municipal Transformation and Institutional Development	To ensure municipal transformation and institutional development by creating a staff structure that would adhere to the principles of employment equity and promote skills development	Conduct year-end evaluation of performance of all direct reportees by 30 August each year	% of mid-year performance evaluations conducted	100	100	100	100			
14	D	Municipal Financial Viability and Management	To attain and maintain financial viability and sustainability by executing accounting services in accordance with National policy and guidelines	Submit GRAP compliant Annual Financial Statement to the Auditor-General by 31 August	Annual Financial Statements Submitted	1	1	1	1			
											Total	

Signed and accepted by the Chief Financial Officer

Date

Signed and accepted by the Municipal Manager

Date

COMPETENCIES

The assessment of the Core Competency Requirements (CCRs) will account for twenty percent (20%) of the total employee assessment score.

LEADING COMPETENCIES		Weight
Strategic Capability and Leadership	<p>Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate</p> <ul style="list-style-type: none"> • Impact and influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	2
People Management	<p>Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives</p> <ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relation Management • Negotiation and dispute Management 	2
Program and Project Management	<p>Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives</p> <ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service delivery Management • Program and Project Monitoring and evaluation 	2
Financial Management	<p>Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner</p> <ul style="list-style-type: none"> • Budget Planning and Execution • Financial strategy and Delivery • Financial Reporting and Monitoring 	5
Change Leadership	<p>Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community</p> <ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and evaluation 	1
Governance Leadership	<p>Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relation</p> <ul style="list-style-type: none"> • Policy Formulation • Risk and compliance Management • Cooperative Governance 	1

CORE COMPETENCIES

Moral Competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence	1
Planning and Organising	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk	2
Analysis and Innovation	Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives	1
Knowledge and Information Management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government	1
Communication	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome	1
Result and Quality Focus	Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives	1
Total		20

Signed and accepted by the Chief Financial Officer

Date

Signed and accepted by the Municipal Manager

Date

PERSONAL DEVELOPMENT PLAN

Skills/Performance Gap	Outcomes Expected	Training	Delivery Mode	Time frames	Work opportunity	Support Person
Continuous Professional Development	Keep abreast of technology, best practices, etc.	Attendance of relevant congress, seminars, forums, etc	Online of physically	31 August 2024	Technical Knowledge	Self

Signed and accepted by the Chief Financial Officer

Date

Signed and accepted by the Municipal Manager

Date