



FETAKGOMO TUBATSE
LOCAL
MUNICIPALITY

PERFORMANCE AGREEMENT 2018/19

MADE AND ENTERED INTO BY AND BETWEEN

BUSANE NONTUTHUKO PATIENCE
"MUNICIPAL MANAGER"

ON BEHALF OF FETAKGOMO TUBATSE MUNICIPALITY

AND

MATHEBULA MAN ADAM
"DIRECTOR DEVELOPMENT PLANNING"

1. INTRODUCTION

- 1.1 The Fetakgomo Tubatse Municipality has entered into a Contract of Employment with the Director Development Planning for a period ending **31st July 2023** in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer (The Municipal Manager) and the Employee (Director Development Planning) are herein referred to 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. The Parties hereby conclude the Performance Agreement for the period ending **30 July 2019**.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee reporting to the Employer, to a set of actions that will secure local government policy goals.

2. PURPOSE OF THIS AGREEMENT

The Parties agree that the purposes of this Agreement are to:

- 2.1 comply with the provisions of Section 57(1)(b), s57 (4)(a), s57(4)(b) and s57(5) of the Systems Act;
- 2.2 specify objectives, indicators and targets defined and agreed with the Employee and 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 Employer;
- 2.3 specify areas of accountabilities as set out in the performance plan which is an annexure to this performance agreement;
- 2.4 monitor and measure performance of the Employee against the set targeted outputs;
- 2.5 establish a transparent and accountable working relationship between the Parties ;
- 2.6 give effect to the Municipality's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery;
- 2.7 use the Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his job; and
- 2.8 in the event of outstanding performance, to appropriately reward the Employee.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the management of the Municipality and its staff.
- 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 Municipality, 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 Key Performance Areas (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 must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The Employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee:

| Key Performance Areas (KPA's) for Municipal Managers | Weighting |
|--|-------------|
| Spatial Rationale | 50 |
| Municipal Institutional Development and Transformation | 30 |
| Basic Service Delivery | 0 |
| Local Economic Development | 0 |
| Municipal Financial Viability and Management | 0 |
| Good Governance and Public Participation | 20 |
| Total | 100% |

6. EVALUATING PERFORMANCE

- 6.1 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 and, where possible, actions agreed.
- 6.4 The annual performance appraisals must involve:
- (a) Assessment of the achievement of results as outlined in the performance plan:
 - (i) 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.
 - (ii) An indicative rating on the five-point scale should be provided for each KPA
 - (iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final score.
 - (b) Assessment of the CCRs
 - (i) Each CCR should be assessed according to the extent to which the specified standards have been met.
 - (ii) An indicative rating on the five point scale should be provided for each CCR
 - (iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
 - (iv) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR score.

Overall Rating

- (i) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisals.
- (ii) The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's (i.e the following table will be used in determining the payment of the reward):



| PERFORMANCE APPRAISAL OF KPAs AND CCRs | | | | |
|--|---|--------|------------------|--------------------------|
| LEVEL | DESCRIPTION | RATING | ASSESSMENT SCORE | PERFORMANCE BONUS RATIOS |
| Level 3: Fully effective | Performance fully meets the standard expected for the job in all areas. The manager has achieved effective results against all significant performance criteria and indicators specified in the Performance Plan and may have achieved results significantly above expectations in one or two less significant areas throughout the year. | 3 | 51 – 64 | No bonus |
| Level 2: Performance not fully satisfactory | Performance is below the standard required for the job in key areas. The manager has achieved adequate results against many key performance criteria and indicators specified in the Performance Plan but did not fully achieved adequate results against others during the course of the year. Improvement in these areas is necessary to bring performance up to the standard expected. | 2 | 31 – 50 | No bonus |
| Level 1: Unacceptable performance | Performance does not meet the standard required for the job. The manager has not met one or more fundamental requirements and/or is achieving results that are well below the performance criteria and indicators in a number of significant areas of responsibility. The manager has failed to demonstrate the commitment or ability to bring performance up to the level expected despite efforts to encourage improvement. | 1 | Less than 30 | No bonus |

6.5 Reward for Performance

6.5.1 The performance bonus will be determined by the Municipal Council based on affordability and the stipulations of the Performance Agreement.

6.5.2 A merit reward for performance in addition to the annual reviewed remuneration will be considered by the Council not later than September under the following conditions:

6.12 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented or amended as the case may be on agreement between both parties.

7. OBLIGATIONS OF THE EMPLOYER

The Employer must –

- (1) Create an enabling environment to facilitate effective performance by the employee;
- (2) Provide access to skills development and capacity building opportunities;
- (3) Work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- (4) On the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- (5) Make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

8. CONSULTATION

8.1 The Employer agrees to consult the Employee timeously where the exercising of the Employer's powers will –

8.1.1 have a direct effect on the performance of any of the Employee's functions;

8.1.2 commit the Employee to implement or to give effect to a decision made by the Executive Committee;

8.1.3 have a substantial financial effect on the Municipality.

8.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 8.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

9. MANAGEMENT OF EVALUATION OUTCOMES

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

9.2 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance.

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

Handwritten signature and initials in the bottom right corner of the page.

11.3 At the end of the tunnel, the Employee may not be assessed if s/he presents to be in the employ of the Fetakgomo Tubatse Municipality for a period of less than six (06) months.

Signed at Burgersfort, Fetakgomo Tubatse Municipality, on this 06 day of July 2018

AS WITNESSES:

1. Kusnane


Director Development Planning

Fetakgomo Tubatse Municipality

2. [Signature]

Signed at Burgersfort, Fetakgomo Tubatse Municipality, on this 06 day of July 2018.

AS WITNESSES:

1. [Signature]

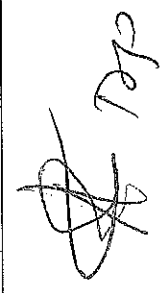
[Signature]

Municipal Manager


Fetakgomo Tubatse Municipality

2. [Signature]

| | | | | | | | | | | | |
|----|---|---|-----|--|--|---|---|---|-----|-----|--|
| 20 | 2 | % progress in development of wall to wall Land Use Scheme (LUS) | 70% | Lodging of General Plan to Surveyor General (5%) Approval of General Plan | ment of comments and response thereof (5%) | new layout (10%) *Lodging of General Plan to Surveyor General (5%) | 15% development of LUS: Submission of draft wall to Council for adoption for public participation (5%) *Conducting Public participation (10%) | 15% development of LUS: *Production of Final wall to wall LUS (10) *Submission of final document to council for adoption (5%) | N/A | N/A | Draft LUS, Public Participation minutes/register and public notice or invitation of public to public participation meeting, Final LUS, submission to council and council submission and Council resolution |
|----|---|---|-----|--|--|---|---|---|-----|-----|--|



| | | | | | | | | | |
|----|---|--|--|-----|---------------------------|-----------------|--|--|--|
| 10 | 5 | % progress in planning/formalization of informal settlements (Dresden & Mashelabela) | 50% progress in planning/formalization of informal settlements (Dresden & Mashelabela) : *Acknowledgement of comments and response thereof, (10) Submission of application to Council/Tribunal for consideration (10%) Submission of Layout plan to Surveyor General for approval (15%) | N/A | n notice to Council (10%) | servitude (15%) | 15% progress in planning/formalization of informal settlements (Dresden & Mashelabela) : Approval of General Plan by Surveyor General (15%) | 15% progress in planning/formalization of informal settlements (Dresden & Mashelabela) : Approval of General Plan by Surveyor General (15%) | Communique from stakeholders; Council/JDMPT resolution Acknowledgment receipt; Stamped/endorsed General Plan |
|----|---|--|--|-----|---------------------------|-----------------|--|--|--|



OBJECTIVE: "To promote a culture of participatory and good governance"

| KPI Weighting | KPI No | KPI | 2017/18 Baseline | 2018/19 Target | Q1 | Q2 | Q3 | Q4 | Portfolio of Evidence |
|---------------|--------|---|---|---|--|--|--|---|--|
| 5 | 1 | % implementation of Finance/performance Audit committee resolution | 50% implementation of Finance/performance Audit committee resolution | 100% implementation of Finance/performance Audit committee resolution | 100% implementation of Finance/performance Audit committee resolution | 100% implementation of Finance/performance Audit committee resolution | 100% implementation of Finance/performance Audit committee resolution | 100% implementation of Finance/performance Audit committee resolution | Performance Audit committee progress report |
| 5 | 2 | % of council resolution relevant to Development planning department implemented | 80% of council resolution relevant to Development planning department implemented | 100% of council resolution relevant to Development planning department implemented | 100% of council resolution relevant to Development planning department implemented | 100% of council resolution relevant to Development planning department implemented | 100% of council resolution relevant to Development planning department implemented | 100% of council resolution relevant to Development planning department implemented | Audited Council resolution implementation report |
| 5 | 3 | % progress in addressing/ implementing 2017/18 AG action | No finding raised in 2016/17 financial year | 100% progress in addressing/ implementing 2017/18 AG action plan on issue affecting | N/A | N/A | 50% progress in addressing/ implementing 2017/18 AG action | 100% progress in addressing/ implementing 2017/18 AG action plan on issue affecting | Audited progress report |

Annexure B: Personal Development Action Plan

| Skills/Performance Gap (in order of priority) | Outcomes Expected (measurable indicators) | Suggested training and/or development activity | Suggested mode of delivery | Suggested Time Frames | Work opportunity to practice skills or development Area | Support Person |
|---|---|--|----------------------------|-----------------------|---|----------------|
| ① Financial Management | Sound financial management | Formal Training | | + 3 months | Senior Management | |
| ② Supply Chain Management | High on expert skills | Supply Chain Training | | + 3 months | Senior Management | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |



**FETAKGOMO TUBATSE
LOCAL
MUNICIPALITY**

PERFORMANCE AGREEMENT 2018/19

MADE AND ENTERED INTO BY AND BETWEEN

BUSANE NONTUTHUKO PATIENCE

" MUNICIPAL MANAGER"

ON BEHALF OF LIM 476 MUNICIPALITY

AND

SHONGWE FUNEKA KATLEHO

"DIRECTOR ECONOMIC AND LAND DEVELOPMENT"

GEN
K.S. JOP

1. INTRODUCTION

- 1.1 The Fetakgomo Tubatse Municipality has entered into a Contract of Employment with the Director Local Economic Development and Tourism for a period ending **31ST October 2019** in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer (The Municipal Manager) and the Employee (Director Local Economic Development and Tourism) are herein referred to 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. The Parties hereby conclude the Performance Agreement for the period ending **30 June 2019**.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee reporting to the Employer, to a set of actions that will secure local government policy goals.

2. PURPOSE OF THIS AGREEMENT

The Parties agree that the purposes of this Agreement are to:

- 2.1 comply with the provisions of Section 57(1)(b), s57 (4)(a), s57(4)(b) and s57(5) of the Systems Act;
- 2.2 specify objectives, indicators and targets defined and agreed with the Employee and 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 Employer;
- 2.3 specify areas of accountabilities as set out in the performance plan which is an annexure to this performance agreement;
- 2.4 monitor and measure performance of the Employee against the set targeted outputs;
- 2.5 establish a transparent and accountable working relationship between the Parties ;
- 2.6 give effect to the Municipality's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery;
- 2.7 use the Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his job; and
- 2.8 in the event of outstanding performance, to appropriately reward the Employee.

5. **PERFORMANCE MANAGEMENT SYSTEM**

- 5.1 The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the management of the Municipality and its staff.
- 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 Municipality, 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 Key Performance Areas (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 must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and Core Competency Requirements (CCRs) respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPA's covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The Employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee:

| Key Performance Areas (KPA's) for Municipal Managers | Weighting |
|--|-------------|
| Spatial Rationale | 0 |
| Municipal Institutional Development and Transformation | 30 |
| Basic Service Delivery | 0 |
| Local Economic Development | 50 |
| Municipal Financial Viability and Management | 0 |
| Good Governance and Public Participation | 20 |
| Total | 100% |

*C.R.N.
K.S. DDP*

6. EVALUATING PERFORMANCE

- 6.1 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 and, where possible, actions agreed.
- 6.4 The annual performance appraisals must involve:
- (a) Assessment of the achievement of results as outlined in the performance plan:
 - (i) 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.
 - (ii) An indicative rating on the five-point scale should be provided for each KPA
 - (iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final score.
 - (b) Assessment of the CCRs
 - (i) Each CCR should be assessed according to the extent to which the specified standards have been met.
 - (ii) An indicative rating on the five point scale should be provided for each CCR
 - (iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
 - (iv) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR score.

Overall Rating

- (i) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisals.
- (ii) The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's (i.e the following table will be used in determining the payment of the reward):

| PERFORMANCE APPRAISAL OF KPAs AND CCRs | | | | |
|--|---|--------|------------------|--------------------------|
| LEVEL | DESCRIPTION | RATING | ASSESSMENT SCORE | PERFORMANCE BONUS RATIOS |
| Level 3: Fully effective | Performance fully meets the standard expected for the job in all areas. The manager has achieved effective results against all significant performance criteria and indicators specified in the Performance Plan and may have achieved results significantly above expectations in one or two less significant areas throughout the year. | 3 | 51 – 64 | No bonus |
| Level 2: Performance not fully satisfactory | Performance is below the standard required for the job in key areas. The manager has achieved adequate results against many key performance criteria and indicators specified in the Performance Plan but did not fully achieved adequate results against others during the course of the year. Improvement in these areas is necessary to bring performance up to the standard expected. | 2 | 31 – 50 | No bonus |
| Level 1: Unacceptable performance | Performance does not meet the standard required for the job. The manager has not met one or more fundamental requirements and/or is achieving results that are well below the performance criteria and indicators in a number of significant areas of responsibility. The manager has failed to demonstrate the commitment or ability to bring performance up to the level expected despite efforts to encourage improvement. | 1 | Less than 30 | No bonus |

6.5 Reward for Performance

6.5.1 The performance bonus will be determined by the Municipal Council based on affordability and the stipulations of the Performance Agreement.

6.5.2 A merit reward for performance in addition to the annual reviewed remuneration will be considered by the Council not later than September under the following conditions:

GRN
K.U.
DP

6.12 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented or amended as the case may be on agreement between both parties.

7. **OBLIGATIONS OF THE EMPLOYER**

The Employer must –

- (1) Create an enabling environment to facilitate effective performance by the employee;
- (2) Provide access to skills development and capacity building opportunities;
- (3) Work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- (4) On the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- (5) Make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

8. **CONSULTATION**

8.1 The Employer agrees to consult the Employee timeously where the exercising of the Employer's powers will –

8.1.1 have a direct effect on the performance of any of the Employee's functions;

8.1.2 commit the Employee to implement or to give effect to a decision made by the Executive Committee;

8.1.3 have a substantial financial effect on the Municipality.

8.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 8.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

9. **MANAGEMENT OF EVALUATION OUTCOMES**

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

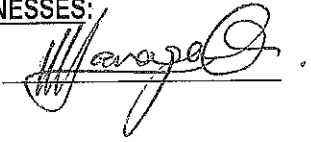
9.2 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance.

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

GRN
K.S. DP

AS WITNESSES:

1.

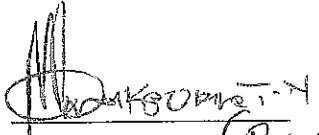




Employee

Fetakgomo Tubatse Municipality

2.

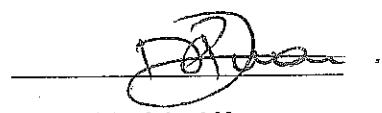


Signed at Fetakgomo (Burgerfest), Fetakgomo Tubatse Municipality, on this 06 day of July 2018

AS WITNESSES:

1.

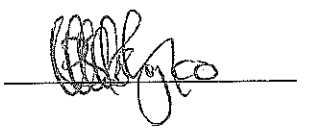




Municipal Manager

Fetakgomo Tubatse Municipality

2.



| | | | | | | | | | | |
|----|---|--|--------------------------------|---|----------------------------|---|---|---|---|----------------------|
| | | | and Stabilization responded to | | Stabilization responded to | Interventions and Stabilization responded to | Intervention s and Stabilization responded to | Intervention s and Stabilization responded to | Intervention s and Stabilization responded to | stabilization report |
| 20 | 2 | # of Youth, Women & People with Disabilities SMMES supported | 4 | 06 SMMES supported: *02 Youth, *02 Women & *02 People with Disabilities SMMES supported | *01 Women SMME supported | *01 Youth, & *01 People with Disabilities SMMES supported | *01 People with Disabilities SMMES supported | *01 Youth, *01 Women SMMES supported | SMME empowerment report | |
| 15 | 3 | # of New Agricultural projects supported | 05 | 05 New Agricultural projects supported | N/A | 02 New Agricultural projects supported | 02 New Agricultural projects supported | 01 New Agricultural projects supported | Agricultural Support report | |
| 50 | | | | | | | | | | |

K.S. CIRANI

| | | | | | | | | | |
|----|---|---|---|--|-------------------------------------|-------------------------------------|---|--|--------------------------------|
| | | | department implemented | | department implemented | implemented | department implemented | department implemented | report |
| 5 | 3 | % progress in addressing/ implementing 2017/18 AG action plan on issue affecting LEDT | 100% implementation of 2016/17 AG action plan on issue affecting LEDT | 100% progress in addressing/ implementing 2017/18 AG action plan on issue affecting LEDT | N/A | N/A | 50% progress in addressing/ implementing 2017/18 AG action plan on issue affecting LEDT | 100% progress in addressing/ implementing 2017/18 AG action plan on issue affecting LEDT | Audited AG progress report |
| 5 | 4 | % of Departmental Risks mitigated | 70% of Departmental Risks mitigated | 100% of Departmental Risks mitigated | 25% of Departmental Risks mitigated | 50% of Departmental Risks mitigated | 75% of Departmental Risks mitigated | 100% of Departmental Risks mitigated | Audited risk management report |
| 20 | | | | | | | | | |

KPA 2 : MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT

Objective: "To strengthen institutional efficiency and governance "

| KPI Weighting | KPI No | KPI | 2017/18 Baseline | 2018/19 Target | Annual | Q1 | Q2 | Q3 | Q4 | Portfolio of Evidence |
|---------------|--------|---------------------------------------|---|---|---|---|---|---|---|---|
| 30 | 1 | % achievement of departmental targets | 68% achievement of departmental targets | 90% achievement of departmental targets | 90% achievement of departmental targets | 90% achievement of departmental targets | 90% achievement of departmental targets | 90% achievement of departmental targets | 90% achievement of departmental targets | Audited 2018/19 SDBIP Quarterly Reports |
| 30 | | | | | | | | | | |

KPA 4 : LOCAL ECONOMIC DEVELOPMENT

Objective: " To Create an Environment that Promotes Growth and Development thereby Facilitating Job Creation

| KPI Weighting | KPI No | KPI | 2016/17 Baseline | 2017/18 Target | Annual | Q1 | Q2 | Q3 | Q4 | Portfolio of Evidence |
|---------------|--------|---|------------------|--|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------|
| 20 | 1 | % of queries/complaints on Mining Community | 0% | 100% of queries/complaints on Mining Community | 100% of queries/complaints on Mining | 100% of queries/complaints on Mining | 100% of queries/complaints on Mining | 100% of queries/complaints on Mining | 100% of queries/complaints on Mining | Mining community intervention |

K.V. S.P.N. RP

KPA 4: FINANCIAL VIABILITY AND MANAGEMENT
OBJECTIVE: "To improve overall municipal financial management"

| KPI Weighting | KPI No | KPI | 2017/18 Baseline | 2018/19 Target | Q1 | Q2 | Q3 | Q4 | Portfolio of Evidence |
|---------------|--------|-----------------------------------|------------------|--------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|-----------------------|
| 20 | 1 | % spending of Departmental budget | 70% | 100% spending of Departmental budget | 25% spending of Departmental budget | 50% spending of Departmental budget | 75% spending of Departmental budget | 100% spending of Departmental budget | S71 Report |
| 20% | | | | | | | | | |

KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION
Objective: "To strengthen institutional efficiency and promote good governance"

| KPI Weighting | KPI No | KPI | 2017/18 Baseline | 2018/19 Annual Target | Q1 | Q2 | Q3 | Q4 | Portfolio of Evidence |
|---------------|--------|------------------------------------|-------------------------------------|--|---------------------------------------|----------------------------------|--------------------------------------|-------------------------------------|-----------------------------|
| 5 | 1 | % implementation of Finance/perfor | 100% implementation of Finance/perf | 100% implementation of Finance/perform | 100% implementation of Finance/perfor | 100% implementation of Finance/p | 100% implementation of Finance/perfo | 100% implementation of Finance/perf | Performance Audit committee |

SRM
K.S.
RP


| | | | | | | | | | |
|-----|---|-----------------------------------|-------------------------------------|--------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|--------------------------------|
| | | Community services | Community services | Community services | | | Community services | Community services | |
| 5 | 4 | % of Departmental Risks mitigated | 70% of Departmental Risks mitigated | 100% of Departmental Risks mitigated | 25% of Departmental Risks mitigated | 50% of Departmental Risks mitigated | 75% of Departmental Risks mitigated | 100% of Departmental Risks mitigated | Audited risk management report |
| 20% | | | | | | | | | |

CRW
K/S

188

ANNEXURE C: CORE AND LEADING COMPETENCIES

| Leading and Core Competencies | Choice | Weight | Performance | Score | Agreed |
|--------------------------------------|--------|-------------|-------------|-------|--------|
| Leading Competencies | | | | | |
| Strategic Direction and Leadership | | | | | |
| People Management | | 10% | | | |
| Program and Project Management | | 20% | | | |
| Financial Management | | 20% | | | |
| Change Leadership | | | | | |
| Governance Leadership | | | | | |
| Core Competencies | | | | | |
| Moral Competence | | | | | |
| Planning and Organising | | 10% | | | |
| Analysis and Innovation | | 20% | | | |
| Knowledge and Information Management | | | | | |
| Communication | | | | | |
| Results and Quality Focus | | 20% | | | |
| Total | | 100% | | | |

GRA
K.S. 



**FETAKGOMO TUBATSE
LOCAL
MUNICIPALITY**

PERFORMANCE AGREEMENT 2018/19

MADE AND ENTERED INTO BY AND BETWEEN

BUSANE NONTUTHUKO PATIENCE
"MUNICIPAL MANAGER"

ON BEHALF OF LIM 476 MUNICIPALITY
AND

MASHOEU MOROPANE DAVID
"DIRECTOR OF APEL REGIONAL OFFICE"

1. INTRODUCTION

- 1.1 The Fetakgomo Tubatse Municipality has entered into a Contract of Employment with the Director of Apel Regional Office for a period ending **30 April 2023** in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer (The Municipal Manager) and the Employee (Chief Operations Officer) are herein referred to 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. The Parties hereby conclude the Performance Agreement for the period ending **30 June 2019**.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee reporting to the Employer, to a set of actions that will secure local government policy goals.

2. PURPOSE OF THIS AGREEMENT

The Parties agree that the purposes of this Agreement are to:

- 2.1 comply with the provisions of Section 57(1)(b), s57 (4)(a), s57(4)(b) and s57(5) of the Systems Act;
- 2.2 specify objectives, indicators and targets defined and agreed with the Employee and 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 Employer;
- 2.3 specify areas of accountabilities as set out in the performance plan which is an annexure to this performance agreement;
- 2.4 monitor and measure performance of the Employee against the set targeted outputs;
- 2.5 establish a transparent and accountable working relationship between the Parties ;
- 2.6 give effect to the Municipality's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery;
- 2.7 use the Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his job; and
- 2.8 in the event of outstanding performance, to appropriately reward the Employee.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the management of the Municipality and its staff.
- 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 Municipality, 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 Key Performance Areas (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 must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The Employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee:

| Key Performance Areas (KPA's) for Municipal Managers | Weighting |
|--|-------------|
| Spatial Rationale | 0 |
| Municipal Institutional Development and Transformation | 60 |
| Basic Service Delivery | 0 |
| Local Economic Development | 0 |
| Municipal Financial Viability and Management | 0 |
| Good Governance and Public Participation | 40 |
| Total | 100% |

6. EVALUATING PERFORMANCE

6.1 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 and, where possible, actions agreed.

6.4 The annual performance appraisals must involve:

(a) Assessment of the achievement of results as outlined in the performance plan:

(i) 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.

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

(iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final score.

(b) Assessment of the CCRs

(i) Each CCR should be assessed according to the extent to which the specified standards have been met.

(ii) An indicative rating on the five point scale should be provided for each CCR

(iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.

(iv) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR score.

Overall Rating

(i) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisals.

(ii) The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's (i.e the following table will be used in determining the payment of the reward):

| PERFORMANCE APPRAISAL OF KPAs AND CCRs | | | | |
|--|---|--------|------------------|--------------------------|
| LEVEL | DESCRIPTION | RATING | ASSESSMENT SCORE | PERFORMANCE BONUS RATIOS |
| Level 3: Fully effective | Performance fully meets the standard expected for the job in all areas. The manager has achieved effective results against all significant performance criteria and indicators specified in the Performance Plan and may have achieved results significantly above expectations in one or two less significant areas throughout the year. | 3 | 51 – 64 | No bonus |
| Level 2: Performance not fully satisfactory | Performance is below the standard required for the job in key areas. The manager has achieved adequate results against many key performance criteria and indicators specified in the Performance Plan but did not fully achieved adequate results against others during the course of the year. Improvement in these areas is necessary to bring performance up to the standard expected. | 2 | 31 – 50 | No bonus |
| Level 1: Unacceptable performance | Performance does not meet the standard required for the job. The manager has not met one or more fundamental requirements and/or is achieving results that are well below the performance criteria and indicators in a number of significant areas of responsibility. The manager has failed to demonstrate the commitment or ability to bring performance up to the level expected despite efforts to encourage improvement. | 1 | Less than 30 | No bonus |

6.5 Reward for Performance

6.5.1 The performance bonus will be determined by the Municipal Council based on affordability and the stipulations of the Performance Agreement.

6.5.2 A merit reward for performance in addition to the annual reviewed remuneration will be considered by the Council not later than September under the following conditions:

MD

6.12 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented or amended as the case may be on agreement between both parties.

7. OBLIGATIONS OF THE EMPLOYER

The Employer must –

- (1) Create an enabling environment to facilitate effective performance by the employee;
- (2) Provide access to skills development and capacity building opportunities;
- (3) Work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- (4) On the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- (5) Make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

8. CONSULTATION

8.1 The Employer agrees to consult the Employee timeously where the exercising of the Employer's powers will –

8.1.1 have a direct effect on the performance of any of the Employee's functions;

8.1.2 commit the Employee to implement or to give effect to a decision made by the Executive Committee;

8.1.3 have a substantial financial effect on the Municipality.

8.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 8.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

9. MANAGEMENT OF EVALUATION OUTCOMES

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

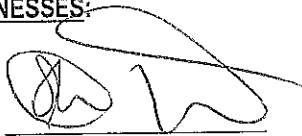
9.2 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance.


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

11.3 At the end of the term, the Employee may not be assessed if s/he presents to be in the employ of the Fetakgomo Tubatse (Lim 467) Municipality for a period of less than six (06) months.

Signed at TUBATSE, Fetakgomo Tubatse Local Municipality, on this 20th day of JULY 2018.

AS WITNESSES:

1. 



Director Apel Regional Office

Fetakgomo Tubatse Local Municipality

2. 

Signed at BURGERSFEST, Fetakgomo Tubatse Local Municipality, on this 20th day of JULY 2018.

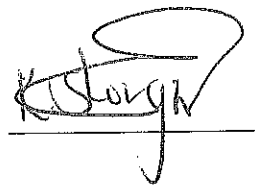
AS WITNESSES:

1. 



Municipal Manager

Fetakgomo Tubatse Local Municipality

2. 

ANNEXURE A: PERFORMANCE PLAN

KPA: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT
Objective: "To build municipal capacity by way of raising institutional efficiency, effectiveness and competency"

| KPI Weighting | KPI No | KPI | 2017/18 Baseline | 2018/19 Target at | Q1 | Q2 | Q3 | Q4 | Portfolio of Evidence |
|---------------|--------|---|------------------|--|-----|--|--|--|---|
| 30 | 1 | # of Quarterly reports from Apel Regional office submitted to Municipal manager | New indicator | 3 - Quarterly reports from Apel Regional office submitted to Municipal manager | N/A | 1 - Quarterly reports from Apel Regional office submitted to Municipal manager | 1 - Quarterly reports from Apel Regional office submitted to Municipal manager | 1 - Quarterly reports from Apel Regional office submitted to Municipal manager | Acknowledgement letter from MIM's office |
| 30 | 2 | # of Apel region quarterly staff meetings held | New indicator | 3 - Apel region quarterly staff meetings held | N/A | 1 - Apel region quarterly staff meetings held | 1 - Apel region quarterly staff meetings held | 1 - Apel region quarterly staff meetings held | Invitations/ notion; minutes and attendant register |
| 20 | 3 | # of visits made to three Apel | New indicator | 9 visits made to three Apel | N/A | 3 visits made to | 3 visits made to three Apel | 3 visits made to three Apel | Visit register |

MB

| | | | | | | | | | |
|----|--|---|--|--|--|---|--|--|--|
| | | area satellites offices (Atok, Mochalelesi and Mabopo testing station) | | area satellites offices (Atok, Mochalelesi and Mabopo testing station) one visit per quarter to each office | | three Apel area satellites offices (Atok, Mochalelesi and Mabopo testing station) one visit per quarter to each office | area satellites offices (Atok, Mochalelesi and Mabopo testing station) one visit per quarter to each office | area satellites offices (Atok, Mochalelesi and Mabopo testing station) one visit per quarter to each office | |
| 80 | | | | | | | | | |

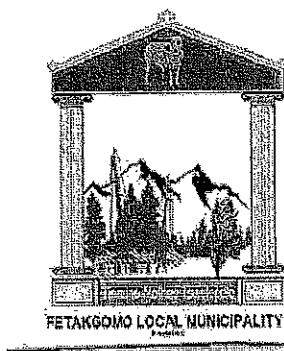
KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION
OBJECTIVE: "To promote a culture of participatory and good governance"

| KPI Weighting | KPI No | KPI | 2017/18 Baseline | 2018/19 Target | Q1 | Q2 | Q3 | Q4 | Portfolio of Evidence |
|---------------|--------|--|------------------|---|---|---|---|---|---|
| 5 | 1 | % implementation of Finance/performance Audit committee resolution | New indicator | 100% implementation of Finance/performance Audit committee resolution | 100% implementation of Finance/performance Audit committee resolution | 100% implementation of Finance/performance Audit committee resolution | 100% implementation of Finance/performance Audit committee resolution | 100% implementation of Finance/performance Audit committee resolution | Performance Audit committee progress report |

Annexure B: Personal Development Action Plan

| Skills/Performance Gap (in order of priority) | Outcomes Expected (measurable indicators) | Suggested training and/or development activity | Suggested mode of delivery | Suggested Time Frames | Work opportunity to practise skills or development Area | Support Person |
|--|---|--|----------------------------|-----------------------|---|----------------|
| MFP | GENERAL | GENERAL | ATTENDANCE | 1 YEAR | MUNICIPALITY | MUNICIPAL |
| | MANAGEMENT, | MANAGEMENT, | OF CLASSES | | GOVERNMENT | MANAGER |
| | FINANCIAL MANAGE- | FINANCIAL MANAGE- | | | | |
| | MENT, LEGISLATURE | MENT, LEGISLATURE | | | | |
| | (MUNICIPALITY) | (MUNICIPALITY) | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

MAD



PERFORMANCE AGREEMENT 2017/18

MADE AND ENTERED INTO BY AND BETWEEN

BUSANE NONTUTHUKO PATIENCE
"ACTING THE MUNICIPAL MANAGER"

ON BEHALF OF LIM 476 MUNICIPALITY

AND

GABAGANENWE LEPHTY TONNY
"DIRECTOR TECHNICAL SERVICES"

lt 10P

TABLE OF CONTENTS

| No. | DESCRIPTION | PAGE |
|-----|--|-------|
| 1 | INTRODUCTION | 3 |
| 2 | PURPOSE OF THIS AGREEMENT | 3 |
| 3 | COMMENCEMENT AND DURATION | 4 |
| 4 | PERFORMANCE OBJECTIVES | 4-5 |
| 5 | PERFORMANCE MANAGEMENT SYSTEM | 5-6 |
| 6 | EVALUATING PERFORMANCE | 7-10 |
| 7 | OBLIGATIONS OF THE EMPLOYER | 11 |
| 8 | CONSULTATION | 11 |
| 9 | MANAGEMENT OF EVALUATION OUTCOMES | 11-12 |
| 10 | DISPUTES RESOLUTION | 12 |
| 11 | GENERAL | 12-13 |
| | ANNEXURE A - PERFORMANCE PLAN | 14-16 |
| | ANNEXURE B - PERSONAL DEVELOPMENT PLAN | 16 |
| | ANNEXURE C - CORE & LEADING COMPETENCIES | 17 |
| | | |
| | | |

Handwritten signature/initials

1. INTRODUCTION

- 1.1 The Lim 476 Municipality has entered into a Contract of Employment with the Director Technical Service for a period ending **30th June 2022** in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer (The Municipal manager) and the Employee (The Acting Director Technical Services) are herein referred to 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. The Parties hereby conclude the Performance Agreement for the period ending **30 June 2018**
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee reporting to the Employer, to a set of actions that will secure local government policy goals.

2. PURPOSE OF THIS AGREEMENT

The Parties agree that the purposes of this Agreement are to:

- 2.1 comply with the provisions of Section 57(1)(b), s57 (4)(a), s57(4)(b) and s57(5) of the Systems Act;
- 2.2 specify objectives, indicators and targets defined and agreed with the Employee and 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 Employer;
- 2.3 specify areas of accountabilities as set out in the performance plan which is an annexure to this performance agreement;
- 2.4 monitor and measure performance of the Employee against the set targeted outputs;
- 2.5 establish a transparent and accountable working relationship between the Parties ;
- 2.6 give effect to the Municipality's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery;
- 2.7 use the Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his job; and
- 2.8 in the event of outstanding performance, to appropriately reward the Employee.

lt 109

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the date of signature by both parties, which will be as soon as reasonably possible after the **01 July 2017**, and, subject to paragraph 3.3, will continue in force until a new Performance Agreement is concluded between the parties as contemplated in paragraph 3.2;
- 3.2 The Parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year as prescribed by s57(2)(a) of the Systems Act.
- 3.3 This Agreement will terminate on the termination of the Employee's Contract of Employment for any reason as provided for in the Contract of Employment.
- 3.4 The contents of this Agreement may be revised at anytime 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 decision or otherwise) to an extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 Annexure "A", the Performance Plan sets out:
- 4.1.1 the performance indicators and targets that must be met by the Employee; and
- 4.1.2 the time frames within which those performance indicators and targets must be met.
- 4.2 The performance indicators and targets reflected in Annexure "A" are set by the Employer in consultation with the Employee, and include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Municipality's IDP.
- 4.5 The Municipality will make available to the Employee such support staff 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; provided that it will at all times remain the responsibility of the Employee to ensure that he complies with those performance obligations and targets.
- 4.6 The Employee will at his request be delegated such powers by the Employer as may in the discretion of the Municipality be reasonably required from time to time to enable him to meet the performance objectives and targets established in terms of this Agreement.

17, 108

5. **PERFORMANCE MANAGEMENT SYSTEM**

- 5.1 The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the management of the Municipality and its staff.
- 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 Municipality, 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 Key Performance Areas (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 must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The Employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee:

| Key Performance Areas (KPA's) for Municipal Managers | Weighting |
|---|------------------|
| Spatial Rationale | 0 |
| Municipal Institutional Development and Transformation | 30 |
| Basic Service Delivery | 50 |
| Local Economic Development | 0 |
| Municipal Financial Viability and Management | 0 |
| Good Governance and Public Participation | 20 |
| Total | 100% |

GT 10P

5.7 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 be between the employer and the employee and must be considered with due regard to the proficiency level agreed to:

| CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR) | | |
|--|--|-------------|
| LEADING COMPETENCIES | | |
| | | Weight |
| Strategic Direction and Leadership | *Impact and Influence. *Institutional Performance Management. *Strategic Planning and Management. *Organizational Awareness. | 20 |
| People Management | *Human Capital Planning and Development. *Diversity Management *Employee Relations Management. *Negotiation and Dispute Management. | 20 |
| Program and Project Management | *Program and Project Planning and Implementation. *Service Delivery Management. *Program and Project Monitoring and Evaluation. | |
| Financial Management | *Budget Planning and Execution. *Financial Strategy and Delivery *Financial Reporting and Monitoring. | 20 |
| Change Leadership | *Change Vision and Strategy. *Process Design and Improvement. *Change Impact Monitoring and Evaluation. | 20 |
| Governance Leadership | *Policy Formulation. *Risk and Compliance Management. *Cooperative Governance. | 20 |
| CORE COMPETENCIES | | |
| Moral Competence | | |
| Planning and Organising | | |
| Analysis and Innovation | | |
| Knowledge and information Management | | |
| Communication | | |
| Results and Quality Focus | | |
| Total Percentage | | 100% |

Handwritten signature/initials

6. EVALUATING PERFORMANCE

6.1 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 and, where possible, actions agreed.

6.4 The annual performance appraisals must involve:

(a) Assessment of the achievement of results as outlined in the performance plan:

(i) 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.

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

(iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final score.

(b) Assessment of the CCRs

(i) Each CCR should be assessed according to the extent to which the specified standards have been met.

(ii) An indicative rating on the five point scale should be provided for each CCR

(iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.

(iv) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR score.

Overall Rating

(i) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisals.

(ii) The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's (i.e the following table will be used in determining the payment of the reward):

GT
TOP

| PERFORMANCE APPRAISAL OF KPAs AND CCRs | | | | |
|--|--|--------|------------------|--|
| LEVEL | DESCRIPTION | RATING | ASSESSMENT SCORE | PERFORMANCE BONUS RATIOS |
| Level 5: Outstanding Performance | Performance far exceeds the standard expected for the job in all areas of the manager. The manager has achieved exceptional results against all performance criteria and indicators specified in the Performance Plan and maintained this in all areas of responsibility throughout the year. | 5 | 75 – 100 | <p>Maximum bonus allowed to. Regulations is between 10% and 14% of person's inclusive annual remuneration package</p> <p>The % as determined per Council Resolution is as follows:</p> <p>75 – 76% =10%</p> <p>77 – 78% =11%</p> <p>79 – 80% =12%</p> <p>81 – 84% =13%</p> <p>85 – 100%= 14%</p> |
| Level 4: Performance significantly above expectations | Performance is significantly higher than the standard expected for the job in all areas. The manager has achieved above fully effective results against more than half of the performance criteria and indicators specified in the Performance Plan and fully achieved all others throughout the year. | 4 | 65 – 74 | <p>Maximum bonus allowed to. Regulations is between 5% and 9% of person's inclusive annual remuneration package</p> <p>The % as determined per Council Resolution is as follows:</p> <p>65 – 66%=5%</p> <p>67 – 68%=6%</p> <p>69 –70% = 7%</p> <p>71-72% =8%</p> <p>73 – 74% =9%</p> |

| PERFORMANCE APPRAISAL OF KPAs AND CCRs | | | | |
|--|---|--------|------------------|--------------------------|
| LEVEL | DESCRIPTION | RATING | ASSESSMENT SCORE | PERFORMANCE BONUS RATIOS |
| Level 3: Fully effective | Performance fully meets the standard expected for the job in all areas. The manager has achieved effective results against all significant performance criteria and indicators specified in the Performance Plan and may have achieved results significantly above expectations in one or two less significant areas throughout the year. | 3 | 51 – 64 | No bonus |
| Level 2: Performance not fully satisfactory | Performance is below the standard required for the job in key areas. The manager has achieved adequate results against many key performance criteria and indicators specified in the Performance Plan but did not fully achieved adequate results against others during the course of the year. Improvement in these areas is necessary to bring performance up to the standard expected. | 2 | 31 – 50 | No bonus |
| Level 1: Unacceptable performance | Performance does not meet the standard required for the job. The manager has not met one or more fundamental requirements and/or is achieving results that are well below the performance criteria and indicators in a number of significant areas of responsibility. The manager has failed to demonstrate the commitment or ability to bring performance up to the level expected despite efforts to encourage improvement. | 1 | Less than 30 | No bonus |

6.5 Reward for Performance

6.5.1 The performance bonus will be determined by the Municipal Council based on affordability and the stipulations of the Performance Agreement.

6.5.2 A merit reward for performance in addition to the annual reviewed remuneration will be considered by the Council not later than September under the following conditions:

- a) The payment of the reward will be based on the period under review and result of the performance score;
- b) The amount of the reward will not exceed 14% of the Employee's total remuneration, but will be subjected to affordability to the Municipality;
- c) The performance score will be obtained by using the performance plan;
- d) Where external factors have a negative influence on the result of the performance, the Municipality may grant a reward;
- e) The reward if granted, will be paid annually after the compilation of the financial statements and after finalization of the performance appraisal; and
- f) The final outcome of the performance appraisal will determine the reward.

6.6 For purpose of evaluating the annual performance of the Employee, an Evaluation Panel constituted of the following persons may be established –

- (i) The Municipal Manager;
- (ii) Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
- (iii) A Member of the Executive Committee; and
- (iv) Municipal Manager from another Municipality

6.7 The manager responsible for human resources of the municipality or delegated assignee must provide secretariat services to the Evaluation Panel referred to above.

Schedule for Performance Reviews

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

1st Quarter : July – September;

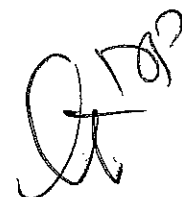
2nd Quarter : October - December or as soon as it is reasonably practicable after the mid-year budget and performance assessment conducted in terms of s72 of the Local Government: Municipal Finance Management Act (MFMA) 56 of 2003;

3rd Quarter : January – March; and

4th Quarter : April - June or as soon as it is reasonably practicable after the issuance of the audit report prepared in terms of s20 of Public Audit Act (PAA) 25 of 2004.

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

6.10 Performance feedback must be based on the Employer's assessment of the Employee's performance.



6.11 The Employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.

6.12 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented or amended as the case may be on agreement between both parties.

7. OBLIGATIONS OF THE EMPLOYER

The Employer must –

- (1) Create an enabling environment to facilitate effective performance by the employee;
- (2) Provide access to skills development and capacity building opportunities;
- (3) Work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- (4) On the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- (5) Make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

8. CONSULTATION

8.1 The Employer agrees to consult the Employee timeously where the exercising of the Employer's powers will –

8.1.1 have a direct effect on the performance of any of the Employee's functions;

8.1.2 commit the Employee to implement or to give effect to a decision made by the Executive Committee;

8.1.3 have a substantial financial effect on the Municipality.

8.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 8.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

9. MANAGEMENT OF EVALUATION OUTCOMES

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

9.2 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance.

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

- Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the Employer may, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Employee to terminate the Employee's employment in accordance with the notice period set out in the Employee's contract of employment.

10. **DISPUTES RESOLUTION**

10.1 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 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 designated by the MEC whose decision shall be final and binding on both parties.

10.2 Any disputes about the outcome of the Employee's performance evaluation must be mediated by the MEC for local government in the province within thirty days (30) of receipt of a formal dispute from the employee, or any other person designated by the MEC.

11. Nothing contained in this Agreement in any way limits the right of the Employer to terminate the Employee's Contract of Employment with or without notice for any other breach by the Employee of his obligations to the Municipality or for any other valid reason in law.

12. **GENERAL**

12.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential, and may be made available to the public by the Municipality, where appropriate.

12.2 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.

12.3 At the end of the tunnel, the Employee may not be assessed if s/he presents to be in the employ of the Lim 467Municipality for a period of less than six (06) months.

Signed at BURGERSFORT Lim 476 Municipality, on this 01st day of August 2017.

AS WITNESSES:

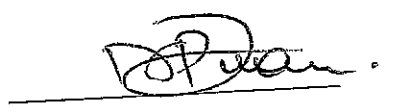
1. _____


Director Technical Services
Lim 476 Municipality

2. _____
Signed at Burgersfort, Lim 476 Municipality, on this 02 day of August 2017

AS WITNESSES:

1. _____


Acting Municipal Manager
Lim 476 Municipality

2. _____



ANNEXURE A: PERFORMANCE PLAN

| KPA : MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT Objective: "To strengthen institutional efficiency and governance " | | | | | | | | | |
|--|--------|---|---|--|---|--|---|---|---|
| KPI Weighting | KPI No | KPI | 2016/17 Baseline | 2017/18 Target | Q1 | Q2 | Q3 | Q4 | Portfolio of Evidence |
| 30 | 1 | % achievement of departmental targets | 31% achievement of departmental targets | 90% % achievement of departmental targets | 90% % achievement of departmental targets | 90% % achievement of departmental targets | 90% % achievement of departmental targets | 90% % achievement of departmental targets | Audited 2016/17 SDBIP Quarterly Reports |
| KPA : BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT Objective: to facilitate for basic services delivery and infrastructural development / investment | | | | | | | | | |
| KPI Weighting | KPI No | KPI | 2015/16 Baseline | 2016/17 Target | Q1 | Q2 | Q3 | Q4 | Portfolio of Evidence |
| 20 | 1 | % of MIG expenditure | 100% MIG expenditure | 100% MIG expenditure | 25% MIG expenditure | 50% MIG expenditure | 75% MIG expenditure | 100% MIG expenditure | S71 Reports |
| 10 | 2 | # of regional cemeteries developed | 3 standardized cemeteries | 1 regional cemeteries developed | N/A | N/A | 1 regional cemeteries developed | N/A | Proof of purchase |
| 20 | 3 | % progress in installation of electricity poles in Mamogolo village | Mamogolo village is electrified | 100% progress in installation of steel poles in Mamogolo village: *Digging of pits (40%) | 70% progress in installation of steel poles in Mamogolo village: *Digging of pits | 30% progress in installation of steel poles in Mamogolo village: *Transferring the cables from | N/A | N/A | Completion certificates |

| KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION | | | | | | | | | |
|---|--------|---|--|--|---|---|---|--|--|
| Objective: "To strengthen institutional efficiency and promote good governance" | | | | | | | | | |
| KPI Weighting | KPI No | KPI | 2015/16 Baseline | 2016/17 Target | Q1 | Q2 | Q3 | Q4 | Portfolio of Evidence |
| 5 | 1 | % implementation of Finance/Audit committee resolution | 50% implementation of Finance/Audit committee resolution | 100% implementation of Finance/Audit committee resolution | 100% implementation of Finance/Audit committee resolution | 100% implementation of Finance/Audit committee resolution | 100% implementation of Finance/Audit committee resolution | 100% implementation of Finance/Audit committee resolution | Performance Audit committee progress report |
| 5 | 2 | % of council resolution relevant to community service department implemented | 80% of council resolution relevant to community service department implemented | 100% of council resolution relevant to community service department implemented | 100% of council resolution relevant to community service department implemented | 100% of council resolution relevant to community service department implemented | 100% of council resolution relevant to community service department implemented | 100% of council resolution relevant to community service department implemented | Audited Council resolution implementation report |
| 5 | 3 | % progress in addressing/implementing 2016/17 AG action plan on issue affecting Community | 100% implementation of 2015/16 AG action plan on issue affecting Community | 100% progress in addressing/implementing 2016/17 AG action plan on issue affecting | N/A | N/A | 50% progress in addressing/implementing 2016/17 AG action plan on issue affecting | 100% progress in addressing/implementing 2016/17 AG action plan on issue affecting | Audited AG progress report |

| | | | | | | | | | | | | | |
|----|---|---|---|--|---|---|---|--|---------------------------------------|--|--|--|--|
| | | | | | | | | | | | | | |
| 5 | 4 | Community services % of Departmental Risks mitigated | services 70% of Departmental Risks mitigated | Community services 100% of Departmental Risks mitigated | 25% of Departmental Risks mitigated | 50% of Departmental Risks mitigated | Community services 75% of Departmental Risks mitigated | Community services 100% of Departmental Risks mitigated | Audited risk manageme nt report | | | | |
| 20 | | | | | | | | | | | | | |

Handwritten signature and date: 1/22

Personal Development Action Plan

| Skills/Performance Gap (in order of priority) | Outcomes Expected (measurable indicators) | Suggested training and/or development activity | Suggested mode of delivery | Suggested time Frames | Work opportunity to practise skills or development Area | Support Person |
|--|---|--|----------------------------|-----------------------|---|----------------|
| Complex Problems Solving | Evaluate options & implement solutions Over time & others time | Complex Problem Solving | External | 12 Months | Public | |
| Time Management | Learning and teaching new things | Time Management | External | 12 Months | Public | |
| Learning strategies | Identifying the best people out of the work | Learning strategies | External | 12 Months | Public | |
| Personnel Resource Management | Assess & Monitor | Personnel Resource Management | In house | 12 Months | Public sector | |
| Monitoring | Mine & others performance | Monitoring | External | 12 Months | Public | |
| Co-ordination | Adjusting in actions related to others | Co-ordination | External | 12 Months | Public | |
| Systems Analysis | How a system work & effects on outcomes & operations & environment | System Analysis | Internal | 12 Months | Public | |
| Systems Evaluation | Identify indicators of system performance and actions needed to improve or correct it | System Evaluation | In-house | 12 Months | Public | |
| Negotiations | | | | | | |
| CPMD | MUNICIPAL FINANCE | UNDERSTANDING | External | 12 Months | Public | |
| Negotiations | Teamwork & Reconciliation of differences | Negotiation | External | 12 Months | Public | |

REGIONAL OFFICE
SOUTH AFRICAN NATIONAL DEPARTMENT OF
MUNICIPAL AFFAIRS

REGIONAL OFFICE
SOUTH AFRICAN NATIONAL DEPARTMENT OF
MUNICIPAL AFFAIRS

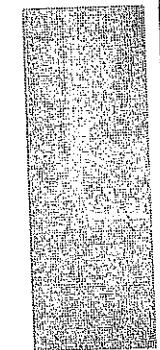
HEAD OFFICE
MUNICIPAL AFFAIRS
10001
10001

TOP JK

ANNEXURE C: CORE AND LEADING COMPETENCIES

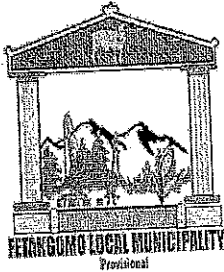
| Leading and Core Competencies | Choice | Weight | Performance | Score | Agreed |
|--------------------------------------|--------|-------------|-------------|-------|--------|
| Leading Competencies | | | | | |
| Strategic Direction and Leadership | | 10% | | | |
| People Management | | 20% | | | |
| Program and Project Management | | 20% | | | |
| Financial Management | | | | | |
| Change Leadership | | | | | |
| Governance Leadership | | | | | |
| Core Competencies | | | | | |
| Moral Competence | | 10% | | | |
| Planning and Organising | | 20% | | | |
| Analysis and Innovation | | | | | |
| Knowledge and Information Management | | | | | |
| Communication | | | | | |
| Results and Quality Focus | | 20% | | | |
| Total | | 100% | | | |

REGIONAL OFFICE
 Ministry of Agriculture, Fisheries and Forestry
 P.O. Box 1000, Harare, Zimbabwe



HEAD OFFICE
 Ministry of Agriculture, Fisheries and Forestry
 P.O. Box 1000, Harare, Zimbabwe

Handwritten initials: *TR*



FETAKGOMO – GREATER TUBATSE
LOCAL MUNICIPALITY



SUBMISSION

| | | |
|-----------------|---|--|
| Submission | : | Executive Committee |
| From | : | Acting Municipal Manager |
| Date of Meeting | : | |
| Item Number | : | |
| Title/Subject | : | 2016/17 4th Quarter Performance Report |

1. Subject

2016/17 4th quarter performance report

2. Purpose

To submit 2016/2017 4thquarter performance report to Executive Committee for consideration

3. Summary

According to section 12.4 of the Greater Tubatse Performance management framework for 2015/16 financial year, the executive committee of the municipality should on quarterly basis engage in an intensive review of the municipal performance against both service

lt

delivery scorecards and the strategic scorecard as reported by the municipal manager. The Executive committee must ensure that targets committed to in the scorecard are met, and where targets are not met there are satisfactory and sufficient reasons provided and the corrective action proposed are sufficient to address the reasons for poor performance. In compliance to the above mentioned framework the municipal manager hereby submits the 2016/17 4th quarter performance report to Executive committee for considerations.

4. Discussion

All Municipal departments have by the beginning of July 2017 prepared their 4th Quarter performance reports and submitted them for review and audit to Performance Management unit and Internal Audit respectively. The management had its management review on 11 July 2017 in the municipal building where all departments presented their reports. The reports were discussed and inputs were made for departments to improve their reports.

The reports were reviewed and audited and packaged for the Exco – Lekgotla which was held at Thaba Moshate Casino from 20 – 21 July 2017. The municipality has successfully achieved 129/207 (62.3%) of its targets set for the 4th quarter of 2017 financial year. This is an improvement of 2.5% compared to the performance of the municipality in the 3rd Quarter of 2016/17 financial year in which the municipality achieved 59.8% of its targets. The two tables below reflect the performance of the municipality per department and per Key Performance Areas:

4.1. Municipal performance per departments:

| No | Department | Total Targets in 4th Quarter | Target achieved | Target not achieved | % |
|----|----------------------------|------------------------------|-----------------|---------------------|--------------|
| 1. | Municipal Manager | 18 | 16 | 2 | 88.8% |
| 2. | Development planning | 16 | 7 | 9 | 43% |
| 3. | Corporate services | 71 | 47 | 24 | 66.6% |
| 4. | Technical Services | 35 | 18 | 17 | 51% |
| 5. | Local Economic and Tourism | 19 | 14 | 5 | 73.7% |
| 6 | Budget and Treasury | 18 | 12 | 6 | 66.7% |
| 6. | Community services | 30 | 15 | 15 | 50% |
| | Total | 207 | 129 | 78 | 62.3% |

4.2. Municipal performance per Key Performance Areas:

| KPA | Total Targets in 4th Quarter | Target achieved | Target not achieved | % |
|--|------------------------------|-----------------|---------------------|--------------|
| KPA 01: Spatial Rational | 16 | 7 | 9 | 43% |
| KPA 02: Institutional Development and Organizational Transformation | 43 | 30 | 13 | 70% |
| KPA 03: Basic Service Delivery and Infrastructure Development | 49 | 26 | 23 | 53% |
| KPA 04: Local Economic Development | 22 | 17 | 5 | 77% |
| KPA 05: Financial Viability and Management | 18 | 12 | 6 | 66.7% |
| KPA 06: Good Governance and Public Participation | 59 | 37 | 22 | 62% |
| Total | 209 | 129 | 78 | 62.3% |

5. Organizational and Personnel Implications

It is legislative requirement for municipalities to at least once per year review its performance and report it to relevant stakeholders such as council, other political structures, political office bears and its staff. Section 41(d) of Municipal system act, act 32 of 2000 mandates the municipality to take steps to improve performance with regard to those development priorities and objectives where performance targets are not met.

6. Financial Implications

The municipality spent R35 648 at Thaba Moshate Casino for accommodations and catering of Exco – Lekgotla.

7. Communication Implications

Section 41(e) of the municipal system act, act 32 of 2000 mandates municipalities to report its performance to council, other political structures, political office bears, its staff public and other organs of state according the processes that the municipality has established.

8. Risk implications

Lack of regular reporting by the municipality may disadvantage the council from noticing elements of under- performance and delay interventions where they are due. Under performance if not addressed in time may lead to service delivery protests and lose investor confidence

9. Legal Implications

Section 41(1) (e) of Municipal system act, act 32 of 2000 mandates municipalities to establish a process of regular reporting to:

- 9.1. Council, other political structures, political office bears, its staff of the municipality; and
- 9.2. The public and appropriate organs of state

lt

10. Other Units / Bodies Consulted

- 10.1. The report has been audited by to internal audit unit and the audit report is available;
- 10.2. The report has been reviewed by Performance management unit; and
- 10.3. The report was discussed in both Management review and Exco – Lekgotla held on 11 July 2017 and from 20 – 21 July 2017 at Municipal building and Thaba Moshate Casino respectively and recommendations for improvement of the municipal performance are generated and attached to this submission

11. Recommendation

We recommend that:

- 11.1. the Executive committee considers the 2016/17 4th quarter performance report;
- 11.2. Recommend 2016/17 4th quarter performance report to council for further consideration;
- 11.3. Council refer the report to MPAC for public scrutiny

12. Contact Person

Tshilwane M.J

Mrs. Busane NP
Acting Municipal Manager

Date





**FETAKGOMO TUBATSE
LOCAL
MUNICIPALITY**

PERFORMANCE AGREEMENT 2018/19

MADE AND ENTERED INTO BY AND BETWEEN

BUSANE NONTUTHUKO PATIENCE
"THE MUNICIPAL MANAGER"

ON BEHALF OF FETAKGOMO TUBATSE MUNICIPALITY

AND

GABAGANENWE LEPHTY TONNY
"DIRECTOR TECHNICAL SERVICES"

1. INTRODUCTION

- 1.1 The Lim 476 Municipality has entered into a Contract of Employment with the Director Technical Service for a period ending **30th June 2022** in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer (The Municipal manager) and the Employee (Director Technical Services) are herein referred to 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. The Parties hereby conclude the Performance Agreement for the period ending **30 June 2019**
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee reporting to the Employer, to a set of actions that will secure local government policy goals.

2. PURPOSE OF THIS AGREEMENT

The Parties agree that the purposes of this Agreement are to:

- 2.1 comply with the provisions of Section 57(1)(b), s57 (4)(a), s57(4)(b) and s57(5) of the Systems Act;
- 2.2 specify objectives, indicators and targets defined and agreed with the Employee and 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 Employer;
- 2.3 specify areas of accountabilities as set out in the performance plan which is an annexure to this performance agreement;
- 2.4 monitor and measure performance of the Employee against the set targeted outputs;
- 2.5 establish a transparent and accountable working relationship between the Parties ;
- 2.6 give effect to the Municipality's commitment to a performance-orientated relationship with its Employee in attaining equitable and improved service delivery;
- 2.7 use the Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his job; and
- 2.8 in the event of outstanding performance, to appropriately reward the Employee.

5. **PERFORMANCE MANAGEMENT SYSTEM**

- 5.1 The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the management of the Municipality and its staff.
- 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 Municipality, 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 Key Performance Areas (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 must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The Employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee:

| Key Performance Areas (KPA's) for Municipal Managers | Weighting |
|--|-------------|
| Spatial Rationale | 0 |
| Municipal Institutional Development and Transformation | 30 |
| Basic Service Delivery | 50 |
| Local Economic Development | 0 |
| Municipal Financial Viability and Management | 0 |
| Good Governance and Public Participation | 20 |
| Total | 100% |

Handwritten signature or initials, possibly "G. 100".

6. EVALUATING PERFORMANCE

6.1 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 and, where possible, actions agreed.

6.4 The annual performance appraisals must involve:

(a) Assessment of the achievement of results as outlined in the performance plan:

(i) 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.

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

(iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final score.

(b) Assessment of the CCRs

(i) Each CCR should be assessed according to the extent to which the specified standards have been met.

(ii) An indicative rating on the five point scale should be provided for each CCR

(iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.

(iv) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR score.

Overall Rating

(i) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisals.

(ii) The assessment of the performance of the employee will be based on the following rating scale for KPA's and CCR's (i.e the following table will be used in determining the payment of the reward):

6.108

| PERFORMANCE APPRAISAL OF KPAs AND CCRs | | | | |
|--|---|--------|------------------|--------------------------|
| LEVEL | DESCRIPTION | RATING | ASSESSMENT SCORE | PERFORMANCE BONUS RATIOS |
| Level 3: Fully effective | Performance fully meets the standard expected for the job in all areas. The manager has achieved effective results against all significant performance criteria and indicators specified in the Performance Plan and may have achieved results significantly above expectations in one or two less significant areas throughout the year. | 3 | 51 – 64 | No bonus |
| Level 2: Performance not fully satisfactory | Performance is below the standard required for the job in key areas. The manager has achieved adequate results against many key performance criteria and indicators specified in the Performance Plan but did not fully achieved adequate results against others during the course of the year. Improvement in these areas is necessary to bring performance up to the standard expected. | 2 | 31 – 50 | No bonus |
| Level 1: Unacceptable performance | Performance does not meet the standard required for the job. The manager has not met one or more fundamental requirements and/or is achieving results that are well below the performance criteria and indicators in a number of significant areas of responsibility. The manager has failed to demonstrate the commitment or ability to bring performance up to the level expected despite efforts to encourage improvement. | 1 | Less than 30 | No bonus |

6.5 Reward for Performance

6.5.1 The performance bonus will be determined by the Municipal Council based on affordability and the stipulations of the Performance Agreement.

6.5.2 A merit reward for performance in addition to the annual reviewed remuneration will be considered by the Council not later than September under the following conditions:

Handwritten signature/initials

6.11 The Employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.

6.12 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented or amended as the case may be on agreement between both parties.

7. OBLIGATIONS OF THE EMPLOYER

The Employer must –

- (1) Create an enabling environment to facilitate effective performance by the employee;
- (2) Provide access to skills development and capacity building opportunities;
- (3) Work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- (4) On the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- (5) Make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

8. CONSULTATION

8.1 The Employer agrees to consult the Employee timeously where the exercising of the Employer's powers will –

8.1.1 have a direct effect on the performance of any of the Employee's functions;

8.1.2 commit the Employee to implement or to give effect to a decision made by the Executive Committee;

8.1.3 have a substantial financial effect on the Municipality.

8.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 8.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

9. MANAGEMENT OF EVALUATION OUTCOMES

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

9.2 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance.

DP
bt

Signed at Bungasfort Fetakgomo Tubatse Municipality, on this 06 day of July 2018.

AS WITNESSES:

1. [Signature]

[Signature]

Director Technical Services

Fetakgomo Tubatse Municipality

2. [Signature]

Signed at _____, Fetakgomo Tubatse Municipality, on this 06th day of July 2018

AS WITNESSES:

1. [Signature]

[Signature]

Municipal Manager

Fetakgomo Tubatse Municipality

2. [Signature]

[Handwritten initials]

| | | | | | | | | | | |
|-----|---|---|---|--|--|--|---|--|--|--|
| | | committee resolution | committee resolution | committee resolution | committee resolution | committee resolution | committee resolution | committee resolution | committee resolution | Audited Council resolution implementation report |
| 5 | 2 | % of council resolution relevant to Technical services department implemented | 80% of council resolution relevant to Technical services department implemented | 100% of council resolution relevant to Technical services department implemented | 100% of council resolution relevant to Technical services department implemented | 100% of council resolution relevant to Technical services department implemented | 100% of council resolution relevant to Technical services department implemented | 100% of council resolution relevant to Technical services department implemented | 100% of council resolution relevant to Technical services department implemented | Audited progress report |
| 5 | 3 | % progress in addressing/ implementing 2017/18 AG action plan on issue affecting Technical services | 100% implementation of 2016/17 AG action plan on issue affecting Technical services | 100% progress in addressing/ implementing 2017/18 AG action plan on issue affecting Technical services | N/A | N/A | 50% progress in addressing/ implementing 2017/18 AG action plan on issue affecting Technical services | 100% progress in addressing/ implementing 2017/18 AG action plan on issue affecting Technical services | Audited risk management report | |
| 5 | 4 | % of Departmental Risks mitigated | 70% of Departmental Risks mitigated | 100% of Departmental Risks mitigated | 25% of Departmental Risks mitigated | 50% of Departmental Risks mitigated | 75% of Departmental Risks mitigated | 100% of Departmental Risks mitigated | | |
| 20% | | | | | | | | | | |

JS RP

Personal Development Action Plan

| Skills/Performance Gap (in order of priority) | Outcomes Expected (measurable indicators) | Suggested training and/or development activity | Suggested mode of delivery | Suggested Time Frames | Work opportunity to practice skills or development Area | Support Person |
|---|---|--|----------------------------|-----------------------|---|----------------|
| EFFECTIVE STAFF HOLDING MANAGEMENT | MANAGING MANAGERS OF CONFIDENCE | | | 06 Months | Government | NMM |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Handwritten initials: RB CT

REGIONAL OFFICE
 Sandi v. A. Masamba, Ctr. Victoria, P.O. Box 515, Apia, 0759
 Tel: +27 5 622 8000 / 8001 / 8002 / 27 45 622 8024

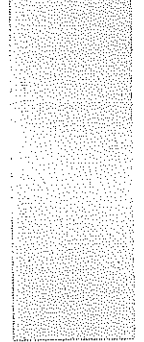
HEAD OFFICE
 Transpacific P.O. Box 206, Brisbane, QLD 4150
 Tel: +61 7 531 4000 / Fax: +61 7 531 4666

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

ANNEXURE C: CORE AND LEADING COMPETENCIES

| Leading and Core Competencies | Choice | Weight | Performance | Score | Agreed |
|--------------------------------------|--------|--------|-------------|-------|--------|
| Leading Competencies | | | | | |
| Strategic Direction and Leadership | | | | | |
| People Management | | 10% | | | |
| Program and Project Management | | 20% | | | |
| Financial Management | | 20% | | | |
| Change Leadership | | | | | |
| Governance Leadership | | | | | |
| Core Competencies | | | | | |
| Moral Competence | | | | | |
| Planning and Organising | | 10% | | | |
| Analysis and Innovation | | 20% | | | |
| Knowledge and Information Management | | | | | |
| Communication | | | | | |

HEAD OFFICE
 Headquarters: P.O. Box 2100, Bainsvlei 1150
 Tel: 021 523 1000 (Fax: 021 523 1465)



REGIONAL OFFICE
 Stellenbosch: P.O. Box 314, P.O. Box 314, Stellenbosch 7130
 Tel: 021 882 5000 (Fax: 021 882 5076)

Handwritten initials: **NR** and **JE**