



PERFORMANCE AGREEMENT

Made and entered into by and between:

RAMAKGAHLELA MINAH MAREDI

Municipal Manager of Elias motsoaledi Local Municipality

On behalf of Elias Motsoaledi Local Municipality

And

NTSHWANE WALTER PHALA

(“DIRECTOR DEVELOPMENT PLANNING”)

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1. PURPOSE OF PERFORMANCE AGREEMENT

The parties agree that the purposes of this agreement are to:

- (1) Comply with the provisions of Section 57 (1) (b), (4A), (4B) and (5) of the Systems Act as well as the employment contract entered into between the parties;
- (2) Specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the budget of the municipality;
- (3) Specify accountabilities as set out in a performance plan, plan which forms an annexure to the performance agreement;
- (4) Monitor and measure performance against set targeted outputs;
- (5) Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- (6) In the event of outstanding performance, to appropriately reward the employee; and
- (7) Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

2. COMMENCEMENT AND DURATION

- (1) The performance agreement must be entered into for each financial year of the municipality, or part thereof. The performance agreement will be with effect from **01 July 2015 to 30 June 2016.**
- (2) The parties must review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces the previous agreement at least once a year within one month after the commencement of the new financial year.
- (3) The agreement will terminate on the termination of the employee's contract of employment for any reason.
- (4) If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised.

3. PERFORMANCE OBJECTIVES

- (1) The performance plan sets out;
 - (a) The performance objectives and targets that must be met by the employee; and
 - (b) The time frames within which those performance objectives and targets must be met
- (2) The performance objectives and targets reflected in the performance plan are set by the employer in consultation with the employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the municipality, and shall include key objectives; key performance indicators; targets dates and weightings.
- (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) The employee `s performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the employer`s Integrated Development Plan.

4. PERFORMANCE MANAGEMENT SYSTEM

- (1) The employee agrees to participate in the performance management system that the employer adopts or introduces for the municipality.
- (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 employer, management and municipal staff to perform to the standards required.
- (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.
- (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) 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. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

- (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	30
Basic Service Delivery	10
Municipal Institutional Development and Transformation	10
Local Economic Development	20
Municipal Financial Viability and management	15
Good Governance and Public Participation	15
Total	100%

- (7) In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant

- (8) The CCRs will make up the other 20% of the employee's assessment score. CCRs that are deemed to be most critical for the employee's specific job should be selected from the list below as agreed to 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	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organizational Awareness • 	10
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10

Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	10
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	10
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	10
Core Competencies		
Moral Competence		10
Planning and Organising		10
Analysis and innovation		
Knowledge and information Management		
communication		10
Results and Quality Focus		10
Total Percentage		100%

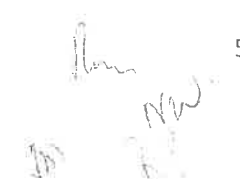
5. EVALUATING PERFORMANCE

1. The performance plan sets out-
 - i. the standards and procedures for evaluating the employee`s performance; and
 - ii. the intervals for the evaluation of the employee`s performance.

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.

3. Personal growth and development needs identified during any performance review discussion must be documented in a personal development plan as well as the actions agreed to and implementation must take place within set time frames.

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:

PERFORMANCE APPRAISAL OF KPAs AND CCRs					
LEVEL		DESCRIPTION	RATING	ASSESSMENT SCORE	PERFORMANCE BONUS RATIOS
Level 5: Outstanding Performance		Performance far exceeds the standards 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	Maximum bonus allowed into Regulations is between 10% and 14% of person's inclusive annual remuneration package. The % as determined per Council Resolution is as follows: 75-76%=10% 77-78%=11%

PERFORMANCE APPRAISAL OF KPAs AND CCRs				
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE	PERFORMANCE BONUS RATIOS
				79-80%=12% 81-84%=13% 85-100%=14%
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	Maximum bonus allowed into Regulations is between 5% and 9% of person's inclusive annual remuneration package. The % as determined per Council Resolution is as follows: 65-66%=5% 67-68%=6% 69-70%=7% 71-72%=8% 73-74%=9%
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 result against many key performance criteria and indicators specified in the Performance Plan but did not fully achieve adequate results against others during the course of the	2	31-50	No bonus

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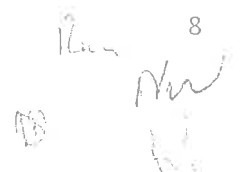
PERFORMANCE APPRAISAL OF KPAs AND CCRs				
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE	PERFORMANCE BONUS RATIOS
	year. Improvement in these areas is necessary to bring performance up to the standard expected.			
Level 1: Unacceptable Performance	Performance does not meet the standard required for the job. 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

(c) For purpose of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established –

- (i) Executive Mayor or Mayor
- (ii) Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- (iii) Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council
- (iv) Mayor and/or municipal manager from another municipality; and
- (v) Member of a ward committee as nominated by the Executive Mayor or Mayor

(d) For purpose of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –

- (i) Municipal Manager;

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- (ii) Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
 - (iii) Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council
 - (iv) Municipal manager from another municipality
- (e) The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

Schedule for performance reviews

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

1 st Quarter	: July –September 2015
2 nd Quarter	: October-December 2015
3 rd Quarter	: January – March 2016
4 th Quarter	: April – June 2016
2. The employer must keep a record of the mid-year review and annual assessment meetings.
3. Performance feedback must be based on the employer’s assessment of the employee’s performance.
4. 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.
5. 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.

Developmental Requirements

A personal development plan (PDP) for addressing developmental gaps must form part of the performance agreement.

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

Consultation

1. The employer agrees to consult the employee timeously where the exercising of the power will have amongst other,—
 - (b) a direct effect on the performance of any of the employee's functions.
 - (c) Commit the employee to implement or to give effect to a decision made by the employer; and
 - (d) A substantial financial effect on the employer
- (2) The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-regulation (1) as soon as is practicable to enable the employee to take any necessary action without delay.

Management of evaluation outcomes

- (1) The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- (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. In determining the performance bonus the relevant percentage is based on an overall rating, calculated by using the applicable assessment rating calculator; provided that
 - (a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

- (b) a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- (3) In the case of unacceptable performance, the employer shall
 - (a) Provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
 - (b) After appropriate performance counseling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

Disputes Resolution

- (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 –
 - (a) In the case of the Municipal Manager, 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; and
 - (b) In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty days (30) of receipt of a formal dispute from the employee;

Whose decision shall be final and binding on both parties.

- (2) Any disputes about the outcome of the employee's performance evaluation must be mediated by-
 - (a) In the case of the municipal manager, 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; and
 - (b) In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)€, within thirty (30) days of receipt of a formal dispute from the employee;

Whose decision shall be final and binding on both parties


General


- (1) The contents of the performance Agreement must be available to the public by the employer in accordance with the Municipal Finance Management Act, 2003 and section 46 of the Act
- (2) Nothing in this Agreement diminishes the obligations, duties or accountabilities of the employee in terms of his or her employment contract, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- (3) The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Signed at Groblersdal on this 16th July day of _____ 2015

1. 
R.M MAREDI

MUNICIPAL MANAGER OF ELLIAS MOTSOLEDI LOCAL MUNICIPALITY

AS WITNESSES: 

2. 
N.W PHALA

DIRECTOR DEVELOPMENT PLANNING

AS WITNESSES: 

ANNEXURE A: PERFORMANCE PLAN

DEVELOPMENTAL PLANNING AND LED

KPA 1: Spatial Development Analysis and Rationale

Strategic Goal: Integrated human settlements

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16				Outer Year Targets			
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18	2018/19
To provide a systematic integrated spatial / land development policy	Land use management	# of land use applications received and processed within 90 days	1.2		Opex	100%	100%	100%	100%	100%				
		# of reports in terms of hectares of suitable land identified for development	1.3		Opex	N/A	N/A	N/A	1	1	1	1	1	1

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KPA 1: Spatial Development Analysis and Rationale

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16					Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18	2018/19
To provide a systematic integrated spatial / land development policy	Land use management	% of buildings inspected that comply with the National Building Regulations and Building Standards Amendments Act No 49 of 1995			Opex	100%	100%	100%	100%	100%	100%			
Increase regularisation of built environment	Compliance with National building Regulations	% of New Building Plans of less than 500 square meters assessed within 10 days.	1.2		Opex	100%	100%	100%	100%	100%	100%			
		% of New Building Plans of more than 500 square meters assessed within 28 days.	1.2		Opex	100%	100%	100%	100%	100%	100%			
	By-laws	# of draft By-laws developed and submitted for approval			Opex		1	N/A	1	N/A	2	1	1	1

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KPA 2: Institutional Development and Municipal Transformation
 Strategic Goal: Capacitated and effective human capital

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16				Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18
Improved efficiency and effectiveness of the Municipal Administration	New / Review Policies	# of new / reviewed policies approved by Council (DP-LED)			Opex		N/A	1	N/A	1	2	2	2
	Performance Management	% attainment in departmental performance (DP-LED)	2.5		Opex	New	N/A	75%	N/A	90%	92%	94%	95%

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KPA 3: Local Economic Development
Strategic Goal: Growing inclusive economy

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16					Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18	2018/19
To facilitate economic growth and sustainable job creation	Economic growth and development	# of SMME's and Cooperatives capacity building skill workshops scheduled and held (inclusive of youth)	3.3				1	N/A	1	1	3	3	3	3
		# of events held to promote tourism within the municipality	3.1			2	1	1	N/A	N/A	2	2	2	2

KPA 4: Basic Service Delivery and Infrastructure Development
Strategic Goal: Integrated human settlements

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16				Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18
Reduction in the level of Service Delivery backlogs	Housing	# of reports to new RDP Housing units provided by the PDoHS submitted to Council	4.4		Opex	New	N/A	1	N/A	1	2	2	2

KPA 5: Municipal Financial Viability and Management
Strategic Goal: Sustainable financial growth / viability

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16				Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18
To implement sound Financial management practices	Expenditure	% spend of the departmental operational Budget (DP-LED)	5.1				N/A	50%	N/A	80%	90%	95%	95%
	SCM	% attendance at scheduled Bid Committee meetings	5.6		Opex	Opex	100%	100%	100%	100%	100%	100%	100%

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KPA 6: Good Governance and Public Participation
Strategic Goal: Sound Governance

Strategic Objective	Programme	KPI	IDP Link	SDBIP Ref No	Budget R 000's	Baseline 2013/14	2015/16					Outer Year Targets		
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual	2016/17	2017/18	2018/19
To create a culture of accountability and transparency	Good Governance	% of Internal Audit Findings resolved per quarter as per the Audit Plan (DP-LED)	6.4		Opex	100%	100%	100%	100%	100%	100%	100%	100%	100%
		% of AG Management Letter findings resolved by year-end (DP-LED)	6.4		Opex		N/A	75%	100%	100%	100%	100%	100%	100%

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Operational Projects
 Strategic Goal: Integrated human settlements


Strategic Goal	Strategic Objective	Project	IDP Link	Project Ref	Budget R 000's	Dates		2015/16			
						Start	End	Qtr 1 Milestone	Qtr 2 Milestone	Qtr 3 Milestone	Qtr 4 Milestone
						To provide a systematic integrated spatial / land development policy	Land use management	Review and align LUM's with respect to the new SPLUMA	1.4		
	Land Tenure and Spatial Development	# feasibility study Mark Street pedestrian node	1.2			Jul-15	Jun-16	TOR developed, tender advertised and appoint service provider (SP)	SP submits inception report for comment	Draft report generated	Final report generated

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ANNEXURE B: PERSONAL DEVELOPMENT PLAN

PERIOD: JULY 2015-JUNE 2016

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
Property management		Block session	University	1 year	EMLM	Municipal Manager
GIS		Block session	University	1 year	EMLM	Municipal Manager



N.W PHALA
DIRECTOR DEVELOPMENT PLANNING



DATE