



# PERFORMANCE AGREEMENT

Made and entered into by and between

**ELIAS MOTSOLEDI LOCAL MUNICIPALITY**

("The Municipality")

(Represented by N.W PHALA, duly authorised by Municipal Council Resolution)

and

**TSHESANÉ KOPORO ELIAS**

**(Director Community Services)**

**For the Financial Year: 1 July 2014 to 30 June 2015**

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## 1. INTRODUCTION

- 1.1. The Elias Motsoaledi Local Municipality has entered into a contract of employment with the Director Community Services for a period of 5 years, ending on 31 May 2015 in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2. Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Director Community Services reporting to Acting Municipal Manager, to a set of actions that will secure local government policy goals.
- 1.4. Notwithstanding the date of signature hereof, this agreement shall commence with effect from **01 July 2014** and shall endure for the period referred to in clause 1.1. above.

## 2. PURPOSE OF THIS AGREEMENT

- 2.1 The parties agree that the purposes of this Agreement are to:
  - 2.1.1. Comply with the provisions of Section 57(1)(b), 4(A), (4B) and (5) of the Systems act; and the employment contract entered into between the parties;
  - 2.1.2. State objectives and targets established for the Director Community Services
  - 2.1.3. Specify accountabilities;
  - 2.1.4. Monitor and measure performance;
  - 2.1.5. Establish a transparent and accountable working relationship; and
  - 2.1.6. Give effect to the Director Community Service's commitment to a performance-orientated relationship with its Acting Municipal Manager in attaining equitable and improved service delivery.

## 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 **1<sup>st</sup> July 2014**, 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.

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- 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.
- 3.3. The performance score obtained during the performance review determine the performance bonus. Should the Director Community Services be entitled to a bonus, this will be paid out in the Director Community Service's January salary.
- 3.4. This Agreement will terminate on the termination of Director Community Service's contract of employment for any reason.

#### 4. PERFORMANCE OBJECTIVES

##### 4.1. Annexure "A" sets out:

4.1.1. The performance objectives and targets that must be met by the Director Community Services; and

4.1.2. The time frames within which those performance objectives and targets must be met.

- 4.2. The performance objectives and targets reflected in **Annexure "A"** are set by Acting Municipal Manager in consultation with the Director Community Services based on the Integrated Development Plan and Service Delivery and Budget Implementation Plan 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 objective.
- 4.4. Director Community Service's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Municipality's Integrated Development Plan.
- 4.5. Acting Municipal Manager will make available to Director Community Services time to assist him to meet performance objectives and targets established in terms of this agreement.
- 4.6. Acting Municipal Manager will be entitled to review and make reasonable changes to the provisions of **Annexure "A"**. **Annexure "A"** may be amended by Acting Municipal Manager when the EMLM's Performance Management System is adopted, implemented and/or amended as the case may be.

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## 5. PERFORMANCE MANAGEMENT FRAMEWORK

The Parties record that the EMLM has a Performance Management Framework, which may be amended from time to time. It describes the systems and procedures of performance management in the municipality in which the Director Community Services will be required to engage in performing his job.

## 6. EVALUATING PERFORMANCE

- 6.1. **Annexure "A"** to this Agreement sets out the standards and procedures for evaluating the Director Community Services; performance;
- 6.2. The performance of the Director Community Services in relation to his performance agreement shall be reviewed on a quarterly basis as follows:
- |                |   |                    |
|----------------|---|--------------------|
| First quarter  | : | July – September   |
| Second quarter | : | October – December |
| Third quarter  | : | January – March    |
| Fourth quarter | : | April - June       |
- 6.3. The Director Community Services shall keep a record of the mid-year review and annual assessment meetings.
- 6.4. Performance feedback shall be based on Municipal Manager's assessment of the Director Community Service's performance.
- 6.5. Acting Municipal Manager will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons. The Director Community Services will be fully consulted before any such change is made.
- 6.6. Acting Municipal Manager may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case Director Infrastructure will be fully consulted before any such change is made.
- 6.7. Despite the establishment of agreed intervals for evaluation, Acting Municipal Manager may in addition review the Director Community Service's performance at any stage while the contract of employment remains in force.
- 6.8. Personal growth and development needs identified during any performance review discussion must be documented and where possible, actions agreed be implemented.

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- 6.9. The Director Community Service's performance will be measured in terms of contributions to the goals and strategies set out in the municipality's IDP.
- 6.10. The annual performance appraisal will 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 KPA score.
- 6.11 It is recorded that in terms of the EMLM's Performance Management system, for purposes of evaluation the performance of the Director Community Services, the Evaluation Panel will assist in the evaluation of the Director Community Services.
- 6.12 The employee must achieve 50% of his or her duties. Failure to that, Acting Municipal Manager may institute disciplinary hearing against the employee

## 7. PERFORMANCE MANAGEMENT SYSTEM

- 7.1. The Director Community Services agree to participate in the performance management system that the municipality adopts or introduces for the Director Community Services, management and municipal staff of the municipality.
- 7.2. The Director Community Services accept that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Director Community Services, management and municipal staff to perform to the standards required.
- 7.3. Acting Municipal Manager will consult the Director Community Services about the specific performance standards that will be included in the performance management system as applicable to the Director Community Services.
- 7.4. The Director Community Services agree to participate in the performance management and development systems that the municipality adopts.

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- 7.5. The Director Community Services undertake to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (including special projects relevant to his responsibilities) within the local government framework.

Key Performance Areas (KPA`s) for Director Community Services	Weighting
Basic Service Delivery	75%
Municipal Institutional Development and Transformation	0%
Local Economic Development	0%
Municipal Financial Viability and management	20%
Good Governance and Public Participation	5%
<b>Total</b>	<b>100%</b>

- 7.6. 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)		
Core Managerial and Occupational Competencies	Indicate Choice	Weight
Strategic Capacity and Leadership		10
Programme and Project Management		10
Financial Management	Compulsory	15
Change Management		
Knowledge Management		
Service Delivery Innovation		10
Problem Solving and Analysis		
People Management and Empowerment	Compulsory	15
Client Orientation and Customer Focus	Compulsory	15
Communication		5
Honesty and Integrity		
<b>Core Occupational Competencies</b>		
Legislative and national policy frameworks		10
Knowledge of development local government		10
Knowledge of performance management and reporting		10
Competence in policy conceptualization, analysis and implementation		
Skills in governance		
Exceptional and dynamic creativity to improve the functioning of the municipality		

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CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)		
Core Managerial and Occupational Competencies	Indicate Choice	Weight
<b>Total Percentage</b>		<b>100%</b>

### 7.7. Reward for performance

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

A performance bonus 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 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 as scrutinized and recommended by the Performance Audit Committee, the Municipality may grant a reward. (Regulation Number 29089 of 01August 2006)
- e. The reward if granted, will be paid annually after the compilation of the financial statements and after finalisation of the performance appraisals;
- f. The final outcome of the performance appraisal will determine the reward;
- g. The following table will be used in determining the payment of the reward:

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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	Maximum bonus allowed ito. Regulations is between 10% and 14% of person's inclusive annual remuneration package The % as determined per Council Resolution is as follows: 75 – 76% 77 – 78% - 79 – 80% - 81 – 84% - 85 – 100%
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 ito. Regulations is between 5% and 9% of person's inclusive annual remuneration package The % as determined per Council Resolution is as follows: 65 – 66% 67 – 68% 69 – 70% 72% - 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

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PERFORMANCE APPRAISAL OF KPAs AND CCRs				
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE	PERFORMANCE BONUS RATIOS
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

## 8. CONSULTATION

8.1. Acting Municipal Manager agrees to consult the Director Community Services timeously where the exercising of the Director Community Service's powers will –

8.1.1. Have a direct effect on the performance of any of the Director Community Service's functions;

8.1.2. Commit the Director Community Services to implement or to give effect to a decision made by Acting Municipal Manager;

8.1.3. Have a substantial financial effect on the municipality.

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- 8.2. Acting Municipal Manager agrees to inform the Director Community Services of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 7.1 as soon as is practicable to enable the Director Community Services to take any necessary action without delay.

## 9. MANAGEMENT OF OUTCOMES

- 9.1. The evaluation of the Director Community Service's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 9.2. A performance bonus may be paid to the Director Community Services in recognition of outstanding performance, in accordance with the "Director Community Services" policy and system referred to in this contract.
- 9.3. In the case of unacceptable performance, Acting Municipal Manager shall provide systematic remedial or developmental support to assist the Director Community Services to improve his performance; and
- 9.4. Where the Acting Municipal Manager is, at any time during the Director Community Services employment, not satisfied with the Director Community Service's performance with respect to any matter dealt with in this Agreement, Acting Municipal Manager will give notice to the Director Community Services to attend a meeting with Acting Municipal Manager.
- 9.5. The Director Community Services will have the opportunity at the meeting to satisfy Acting Municipal Manager of the measures being taken to ensure that the Director Community Service's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 9.6. Where there is a dispute or difference as to the performance of the Director Community Services under this Agreement, the parties will confer with a view to resolving the dispute or difference.
- 9.7. If at any stage thereafter, Acting Municipal Manager holds the view that the performance of the Director Community Services is not satisfactory, the municipality will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Director Community Services to terminate the Director Community Service's employment in accordance with the notice period set out in the Director Community Services contract of employment.

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- 9.8. Nothing contained in this Agreement in any way limits the right of the municipality to terminate the Director Community Services contract of employment with or without notice for any other breach by the Director Community Services of his obligations to the municipality or for any other valid reason in law.

## 10. DISPUTES

- 10.1. In the event that the Director Community Services is dissatisfied with any decision or action Acting Municipal Manager of the municipality in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Director Community Services has achieved the performance objectives and targets established in terms of this Agreement, the Director Community Services may meet with Acting Municipal Manager with a view to resolving the issue. At the Director Community Service's request, the Acting Municipal Manager will record the outcome of the meeting in writing.
- 10.2. In the event that the Director Community Services remains dissatisfied with the outcome of that meeting, he may raise the issue in writing with the Mayor by requesting that the issue be placed on the agenda of an appropriate meeting of the EXCO. The EXCO will determine a process for resolving the issue, which will involve at least providing the Director Community Services with an opportunity to state this case orally or in writing. At the Director Community Services request the EXCO will record its decision on the issue in writing. The decision of the EXCO on the issue will be made within 2 weeks of the issue being raised, or as soon thereafter as possible, and will be final.

## 11. GENERAL

- 11.1. The contents of the 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.
- 11.2. Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Director Community Services in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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12. **DIRECTOR COMMUNITY SERVICES PERSONAL DEVELOPMENT PLAN FOR THE PERIOD  
01 JULY 2014 – JUNE 2015**

Skills/performance gap (in order of priority)	Outcomes expected (measurable indicators)	Suggested training and/or development activity	Suggested mode of delivery	Suggested timeframes	Work opportunity to practice skills or development Area	Support person
Examiner	Articulation of National Road Traffic Act, 1996 (Act No. 93 of 1996) Client services in the Licensing Department	Examiner for Learner's and Driver's Licence	Block session (One Month)	1 <sup>st</sup> Oct- 31 <sup>st</sup> Dec 2014	Municipal DLTC	Acting Municipal Manager & Provincial HOD department of Roads and Transport
Monitoring and evaluation	Certificate	Block session	University of Pretoria	One week	EMLM	Acting municipal manager
Project management	Certificate	Block session	University of Pretoria	One week	EMLM	Acting municipal manager
Environmental management inspection	Certificate	Block session	University of Pretoria	Three months	EMLM	Acting municipal manager
Fleet management	Certificate	Block session	University of Pretoria	One week	EMLM	Acting municipal manager

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According to my knowledge there is nothing stopping me from achieving my targets and what is included in this agreement.

SIGNED at Groblersdal on this \_\_\_\_\_ day of July 2014

For: ELIAS MOTSOLEDI LOCAL MUNICIPALITY

  
.....  
N.W PHALA  
ACTING MUNICIPAL MANAGER


15/07/2014  
.....  
DATE

Witness:  \_\_\_\_\_ Witness: \_\_\_\_\_

SIGNED at Groblersdal on this \_\_\_\_\_ day of July 2014.

  
.....  
TSHESANE K.E  
DIRECTOR COMMUNITY SERVICES

.....  
DATE

Witness:  \_\_\_\_\_ Witness: h.motsoledi