



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

KOMAPE RAISIBE FRANCINA

(Director Infrastructure)

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




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1. INTRODUCTION

- 1.1. Elias Motsoaledi Local Municipality has entered into a contract of employment with Director Infrastructure for a period of 5 years, ending 17 September 2017 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 Director Infrastructure 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 Director Infrastructure
 - 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 Director Infrastructure'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 **1st 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.
- 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 determines performance bonus. Should Director Infrastructure be entitled to a bonus, this will be paid out in the Director Infrastructure's January salary.
- 3.4. This Agreement will terminate on the termination of Director Infrastructure'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 Director Infrastructure; 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 Director Infrastructure 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 objectives.
- 4.4. Director Infrastructure'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 Infrastructure time to assist her to meet the 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.

5. PERFORMANCE MANAGEMENT FRAMEWORK

The Parties record that 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 Director Infrastructure will be required to engage in performing her job.

6. EVALUATING PERFORMANCE

- 6.1. **Annexure "A"** to this Agreement sets out the standards and procedures for evaluating Director Infrastructure's performance;

- 6.2. The performance of Director Infrastructure in relation to his performance agreement shall be reviewed on a quarterly basis as follows:

Quarter	Period	Review Date
First	July – September	Before end of October 2014
Second	October – December	Before end of February 2015(Midyear review)
Third	January – March	Before end of April 2015
Fourth	April - June	Before end of September 2015 (Annual Review)

- 6.3. Director Infrastructure shall keep a record of the mid-year review and annual assessment meetings.
- 6.4. Performance feedback shall be based on Acting Municipal Manager's assessment of Director Infrastructure'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. Director Infrastructure 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 Director Infrastructure'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.
- 6.9. Director Infrastructure'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 evaluating the performance of Director Infrastructure, the Evaluation Panel will assist in evaluating Director Infrastructure's performance.

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. Director Infrastructure agrees to participate in the performance management system that the municipality adopts or introduces for Director Infrastructures, management and municipal staff of the municipality.

7.2. Director Infrastructure accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist Director Infrastructure, management and municipal staff to perform to the standards required.

7.3. Acting Municipal Manager will consult Director Infrastructure about the specific performance standards that will be included in the performance management system as applicable to Director Infrastructure.

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- 7.4. Director Infrastructure agrees to participate in the performance management and development systems that the municipality adopts.
- 7.5. Director Infrastructure undertakes 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 Infrastructure	Weighting
Basic Service Delivery	40%
Municipal Institutional Development and Transformation	
Local Economic Development	20%
Municipal Financial Viability and management	20%
Good Governance and Public Participation	20%
Total	100%

- 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	10%
Change Management		
Knowledge Management		
Service Delivery Innovation		10%
Problem Solving and Analysis		10%
People Management and Empowerment	Compulsory	10%
Client Orientation and Customer Focus	Compulsory	5%
Communication		10%
Honesty and Integrity		

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CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)		
Core Managerial and Occupational Competencies	Indicate Choice	Weight
Core Occupational Competencies		
Legislative and national policy frameworks		10%
Knowledge of development local government		5%
Knowledge of performance management and reporting		5%
Competence in policy conceptualization, analysis and implementation		
Skills in governance		
Exceptional and dynamic creativity to improve the functioning of the municipality		5%
Total Percentage		100%

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 under the following conditions:

- The amount of the performance bonus will not exceed 14% of the remuneration, but will be subjected to affordability to the Municipality;
- The performance score will be obtained by using the performance plan;
- 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 the bonus. (Regulation Number 29089 of 01August 2006)
- The performance bonus, will be paid annually after the compilation of the financial statements and after finalisation of the performance appraisals;
- The final outcome of the performance appraisal will determine the performance bonus
- The following table will be used in determining the payment of the performance bonus:

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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%

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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

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PERFORMANCE APPRAISAL OF KPAs AND CCRs				
LEVEL	DESCRIPTION	RATING	ASSESSMENT SCORE	PERFORMANCE BONUS RATIOS
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 Director Infrastructure timeously where the exercising of Director Infrastructure's powers will –
- 8.1.1. Have a direct effect on the performance of any of Director Infrastructure's functions;
 - 8.1.2. Commit Director Infrastructure to implement or to give effect to a decision made by Municipal Manager;
 - 8.1.3. Have a substantial financial effect on the municipality.
- 8.2. Acting Municipal Manager agrees to inform Director Infrastructure of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 7.1 as soon as is practicable to enable Director Infrastructure to take any necessary action without delay.

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9. MANAGEMENT OF OUTCOMES

- 9.1. The evaluation of Director Infrastructure's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 9.2. A performance bonus may be paid to Director Infrastructure in recognition of outstanding performance, in accordance with municipal performance policy/framework and system referred to in this contract.
- 9.3. In case of unacceptable performance ,Acting Municipal Manager shall provide systematic remedial or developmental support to assist Director Infrastructure to improve her performance; and
- 9.4. Where Acting Municipal Manager is, at any time during the Director Infrastructure's employment, not satisfied with the Director Infrastructure's performance with respect to any matter dealt with in this Agreement, Acting Municipal Manager will give notice to the Director Infrastructure to attend a meeting with Municipal Manager
- 9.5. Director Infrastructure will have the opportunity at the meeting to satisfy Acting Municipal Manager of the measures being taken to ensure that Director Infrastructure'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 Infrastructure under this Agreement, the parties will confer with a view to resolving the dispute or difference.
- 9.7. 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 consider steps to terminate the contract of employment of Director Infrastructure on grounds of unfitness or incapacity to carry out her duties.
- 9.8. Nothing contained in this Agreement in any way limits the right of the municipality to terminate the Acting Director Infrastructure of her obligations to the municipality or for any other valid reason in law.

10. DISPUTES


- 10.1. In the event that Director Infrastructure is dissatisfied with any decision or action of Acting Municipal Manager or of the municipality in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Director Infrastructure has achieved the performance objectives and targets established in terms of this Agreement, Director Infrastructure may meet with Acting Municipal Manager with a view to resolving the issue. At the Director Infrastructure's request, Acting Municipal Manager will record the outcome of the meeting in writing.
- 10.2. In the event that Director Infrastructure remains dissatisfied with the outcome of that meeting, she may raise the issue in writing with the Mayor by requesting that the issue be placed on the agenda for an appropriate meeting of EXCO. EXCO will determine a process for resolving the issue, which will involve at least providing Director Infrastructure with an opportunity to state her case orally or in writing. At the Director Infrastructure's 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 Director Infrastructure in terms of her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

12. **DIRECTOR INFRASTRUCTURE'S PERSONAL DEVELOPMENT PLAN FOR THE PERIOD**
01JULY 2014– JUNE 2015

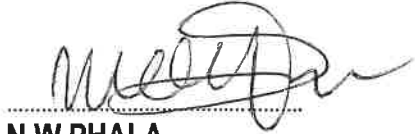
Skills/performance gap (in order of priority)	Outcomes expected (measurable indicators)	Suggested training and/or development activity	Suggested mode of delivery	Suggested timeframes	Work opportunity to practice skills or development Area	Support person
advanced project management	certificate	university	block session	1 year	municipality	acting municipal manager
engineering design programmes	certificate	university	block session	1 year	municipality	acting municipal manager
contract management	certificate	university	block session	1 year	municipality	acting municipal manager

R. F. 

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 29 day of July 2014.

For: THE ELIAS MOTSOLEDI LOCAL MUNICIPALITY

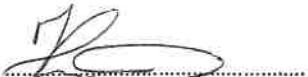


N.W PHALA
ACTING MUNICIPAL MANAGER

29/07/2014
DATE

Witness: Marie

SIGNED at Groblersdal on this 29 day of July 2014.



R.F KOMAPE
DIRECTOR INFRASTRUCTURE

DATE

29/07/2014

Witness: [Signature]