

PERFORMANCE AGREEMENT



Made and entered into by and between:

MONDE JUTA

in his capacity as the **Municipal Manager** of
Madibeng Local Municipality
(the "Employer")

and

ANDREW KAGISO MODISE

in his capacity as the
Acting Chief Operating Officer

(the "Employee")

(Collectively referred to as the "Parties")

01 July 2012 – 30 June 2013

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PERFORMANCE AGREEMENT

Entered into by and between:

The Madibeng Local Municipality herein represented by **MONDE JUTA** in his capacity as the Municipal Manager (hereinafter referred to as the **Employer** or **Supervisor**).

and

ANDREW KAGISO MODISE in his capacity as the *Acting* Chief Operating Officer (hereinafter referred to as the **Employee**).

Whereby it is agreed by the parties as follows:

1. INTRODUCTION

- 1.1 The Municipality has entered into a contract of employment with the Employee for a period of five (5) years ending 31 October 2013.
- 1.2 Section 57(1)(b) of the Municipal Systems Act 32 of 2000, requires the parties to conclude an annual performance Agreement in terms of section 57(2)(a) of the same act.
- 1.3 Parties wish to ensure that they agree on goals to be achieved, and secure the commitment of the Employee reporting to the Employer, to a set of outcomes that will secure local government policy goals.
- 1.4 Parties wish to ensure that there is compliance with Sections 57(4A) 57(4B) and 57(5) of the Municipal Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 1.1 comply with the provisions of Section 57(1)(b), (4B) and (5) of the Municipal Systems Act 32 of 2000.
- 1.2 specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 1.3 specify accountabilities as set out in the Performance Plan, which is attached herewith as annexure "A";
- 1.4 monitor and measure performance against set targeted outputs and establish a transparent and accountable working relationship;
- 1.5 use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to the job;
- 1.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 1.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery through a performance management system.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 01 July 2012 and will remain in force until 30 June 2013, where after a new Performance Agreement, Performance Plan **ANNEXURE A** and Personal Development Plan **ANNEXURE B** should be concluded between the parties for the next financial year.
- 3.2 The parties will review the provisions of this Agreement during June each year and will conclude a new Performance Agreement and Performance Plan



that replaces this Agreement at least once a year within one month after the commencement of the new financial year.

- 3.3 The payment of performance bonus is determined by the performance score obtained during the annual performance evaluation and subject to approval of the annual performance evaluation report by Council.
- 3.4 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.5 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.6 If at any time during the validity of this agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. **PERFORMANCE OBJECTIVES**

4.1 The Performance Plan (Annexure A) sets out-

4.1.1 the performance objectives and targets that must be met by the Employee; 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 the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall 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 Employer's Integrated Development Plan.

5. **PERFORMANCE MANAGEMENT SYSTEM**

5.1 The Employee agrees to participate in the performance management and development system that the Employer adopts or introduces for the Employer, Management and Municipal Staff of the Employer.

5.2 The Employee accepts that the purpose of the performance management and development 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.

5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management and development system as applicable to the Employee.

5.4 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (including special projects relevant to the employee's responsibilities) within the local government framework.

5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance

Areas (KPA's) and the Core Competency Requirements (CCR's) respectively:

5.5.1 Each area of assessment will be weighted and will contribute a specific part to the total score.

5.5.2 Key Performance Areas covering the main areas of work will account for 80% and Core Competency Requirements will account for 20% of the final assessment.

5.6 The Employee's assessment will be based on his/ her performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the Key Performance Areas, which constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
Institutional Development and Transformation	29%
Basic Service Delivery	00%
Municipal Financial Viability and Management	6%
Local Economic Development	6%
Good Governance and Public Participation	59%
TOTAL	100%

5.7 The Core Competency Requirements will make up the other 20% of the Employee's assessment score. The following Core Competency Requirements are deemed to be most critical for the Employee's specific job as selected from the list below and agreed to between the Employer and Employee:

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CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES		
CORE MANAGERIAL COMPETENCIES (CMC)	✓	WEIGHT
Strategic Capability and Leadership	✓	10%
Programme and Project Management	✓	5%
Financial Management	✓	10%
Change Management	✓	5%
Problem Solving and Analysis	✓	5%
People Management and Empowerment	✓	10%
Communication	✓	10%
Honesty and Integrity	✓	5%
CORE OCCUPATIONAL COMPETENCIES (COC)	✓	WEIGHT
Competence in Self Management	✓	5%
Interpretation of and implementation within the legislative and national policy framework	✓	5%
Knowledge of Developmental Local Government	✓	10%
Knowledge of Performance Management and Reporting	✓	10%
Competence in policy conceptualisation, Analysis and Implementation	✓	10%
Skills in Governance	✓	10%
TOTAL		100%

6. EVALUATING PERFORMANCE

6.1 The Performance Management System Framework sets out –

6.1.1 the standards and procedures for evaluating the Employee's performance; and

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6.1.2 the intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

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

6.4 The annual performance appraisal will involve:

6.4.1 Assessment of the achievement of results as outlined in the performance plan:

6.4.1.1 Each Key Performance Area 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.

6.4.1.2 An indicative rating on the five-point scale should be provided for each Key Performance Area.

6.4.1.3 The applicable assessment rating calculator must then be used to add the scores and calculate a final Key Performance Area score.

6.4.2 Assessment of the Core Competency Requirements

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

6.4.2.2 An indicative rating on the five-point scale should be provided for each Core Competency Requirements.

6.4.2.3 This rating should be multiplied by the weighting given to each Core Competency Requirements during the contracting process, to provide a score.

6.4.2.4 The applicable assessment rating calculator must then be used to add the scores and calculate a final Core Competency Requirements Score.

6.4.3 Overall rating:

6.4.3.1 An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

6.4.3.2 Assessment of Employee's performance will be based on the following rating scale for KPA's and CCR's:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					

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Level	Terminology	Description	Rating				
			1	2	3	4	5
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

6.5 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established:

- 6.5.1 Municipal Manager,
- 6.5.2 Chairperson of the Performance Audit Committee,
- 6.5.3 Member of the Mayoral Committee; and
- 6.5.4 Municipal Manager from another Municipality.
- 6.5.5 Manager: Performance Management, as secretariat.

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7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following periods with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

7.1.1 First quarter: Third week of October 2012.

7.1.2 Second quarter: Third week of January 2013.

7.1.3 Third quarter: Third week of April 2013.

7.1.4 Fourth quarter & Annual review: August 2013.

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

7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

7.6 Record/results of quarterly, mid-year and annual assessment/reviews and changes made to the performance agreement as a result of such evaluations will be documented and form part of the annual performance evaluation report.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps will be developed during the reviews with the employee.

9. OBLIGATIONS OF THE EMPLOYER

The Employer shall –

- 9.1 create enabling environment for effective performance by the employee;
- 9.2 provide access to skills development and capacity building opportunities;
- 9.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on his/her performance;
- 9.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and
- 9.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others:

10.1.1 a direct effect on the performance of any of the Employee's functions, performance objectives and targets;

10.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 a substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken when exercising powers contemplated in 10.1 above to enable the Employee to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

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

11.2 After the annual performance evaluation in terms of this performance agreement has been completed, the performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to the Employee in recognition of outstanding performance.

11.3 In determining the performance bonus the relevant percentage will be based on the overall rating, calculated by using the applicable assessment rating calculator: provided that:

11.3.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%.

11.3.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

11.4 The above mentioned performance bonus will be awarded based on the following scheme:

Level of performance	Description	Allocated Total Score	Bonus % of the Total Package
5.0	Outstanding Performance	Above 150%	10%-14%
4.0	Performance significantly above expectations	130 – 149%	5%-9%
3.0	Fully effective (meets the standard)	100 – 129%	0%

Level of performance	Description	Allocated Total Score	Bonus % of the Total Package
2.0	Performance not fully effective	50 – 99%	
1.0	Unacceptable Performance	1 – 49%	

11.5 In the case of unacceptable performance, the Employer shall –

11.5.1 give notice to the Employee to attend a meeting with the Employer and the Employee will have the opportunity to satisfy the Employer of the measures being taken to ensure that the Employee's performance becomes satisfactory by a particular date.

11.5.2 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

11.5.3 after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

11.6 Nothing contained in this Agreement in any way limits the right of the Employer to terminate the Employee's contract of employment for any other breach by the Employee of his obligations to the Employer or for any other valid reason in law.

12. DISPUTE RESOLUTION

12.1 If the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute arises about the nature of this performance agreement, whether it relates to key responsibilities, priorities, methods of assessment or as to the extent to which the Employee has

achieved the performance objectives and targets established in terms of this Agreement:

- 12.1.1 the Employee may meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing.
 - 12.1.2 In the event the employee remains dissatisfied with the outcome of the meeting, the dispute shall be mediated by the Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee.
 - 12.1.3 Provided that if the dispute is about the outcome of the Employee's performance evaluation, the dispute shall be mediated by a member of the Municipal Council who was not part of the evaluation panel within thirty (30) days of receipt of a formal dispute from the Employee.
- 12.2 In the event that the meeting and mediation process contemplated in clause 12.1 above fails, dispute resolution mechanisms or processes provided from in the Contract of Employment shall apply.
- 12.3 The outcome of any meeting and the decisions of the Employer, mediation or arbitration with regard to any dispute in terms of the performance agreement must form part of the report of the annual review to Council.

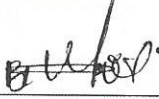
13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted thereof in terms of Annexure A will not be confidential and may be made available to the public by the Employer as part of the municipal annual report in terms of the Municipal Finance Management Act 56 of 2003 and Municipal Systems Act 32 of 2000.

13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

14 THUS SIGNED AT MADIBENG ON THIS 27TH DAY OF JULY 2012

As witnesses:

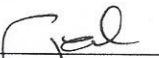
1. 



MUNICIPAL MANAGER

2. 

As witnesses:

1. 



ACTING CHIEF OPERATING OFFICER

2. 
