



**MOHOKARE**  
LOCAL MUNICIPALITY

# PERFORMANCE AGREEMENT

## BETWEEN

**MOHALERWA SELBY SELEPE**

(Herein and after referred to as “the Employer”)

AND

**NKOSANA SHADRACK BUYEYE**

(Herein and after referred to as “the Employee”)

**FINANCIAL PERIOD: 01 July 2020 to 30 September 2020**

## 2. INTRODUCTION

- 2.1 The parties have entered into an employment contract in terms of section 57(1) (a) of the Local Government: Municipal Systems Act No. 32 of 2000 (hereinafter referred to as “the Systems Act”).
- 2.2 Section 57(1)(b) of the Systems Act, read with the employment contract entered into by parties, requires the parties to annually conclude a performance agreement one month after the beginning of the financial year of the municipality.
- 2.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 2.4 The parties wish to ensure that there is compliance with sections 57(4A), 57(4B) and 57(5) of the Systems Act.

## 3. PURPOSE OF THIS AGREEMENT AND APPENDICES

The purpose of this agreement is to –

- 3.1 Comply with the provisions of Sec 57(1) (b), (4A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties
- 3.2 Specify objectives in terms of the key performance indicators and targets defined and agreed with the employee and to communicate to the employee the employer’s expectations of the employee’s performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality.
- 3.3 Specify accountabilities as set out in a performance plan which forms an Annexure to the performance agreement
- 3.4 Monitor and measure performance against set targeted outputs
- 3.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his job
- 3.6 Appropriately reward the Employee in the event of outstanding performance
- 3.7 Give effect to the employer’s commitment to a performance orientated relationship with its employee in attaining equitable and improved service delivery

#### 4. COMMENCEMENT AND DURATION

- 4.1 This Performance Agreement will commence on the 1<sup>st</sup> July 2020 and will remain in force until 30<sup>th</sup> September 2020. Where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof
- 4.2 The parties must review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this agreement at least once a year by not later than one month after the beginning of each successive financial year.
- 4.3 This Agreement shall terminate on:
- 4.3.1 The date on which the employee's employment with the Employer terminates for any reason; or
- 4.3.2 by 30 September 2020
- 4.4 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 the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

#### 5 PERFORMANCE OBJECTIVES

- 5.1 The performance plan contained in **Annexure 'A'** to this Agreement sets out
- 5.1.1 Key Performance Areas that the employee should focus on.
- 5.1.2 The performance objectives and targets that must be met by the Employee during the current financial year;
- 5.1.3 The time frames within which those performance objectives and targets shall be met; and
- 5.1.4 The core competency requirements the Employee must acquire or possess and demonstrate.
- 5.2 The performance objectives and targets reflected in **Annexure A** are set by the Employer in consultation with the Employee and are based on the Integrated development plan, current service delivery and budget implementation plan (SDBIP) and the current Budget, and it includes key objectives, key performance indicators, targets, dates and weightings.
- 5.2.1 The key strategic objectives describe the strategic intent of the organisation that needs to be achieved.
- 5.2.2 The strategic performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 5.2.3 The target dates describe the timeframe in which the work must be achieved.

5.2.4 The weightings show the relative importance of the key performance areas, key objectives, and key performance indicators to each other.

## 6. PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 6.2 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
- 6.4 The Employee's assessment will be based on his performance in terms of outputs (performance targets) reflected on the Performance Plan which are linked to relevant KPA's /CCRs, key objectives and key performance indicators (KPIs) as agreed to between the Employer and the Employee.
- 6.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components with a weighting of 80:20, as indicated in **Annexure A**, namely –
- 6.5.1 Key performance areas at 80%; and
- 6.5.2 Core competency requirements/Core Managerial Competencies (CMC) at 20%
- 6.6 The Employee's assessment will be based on his performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPAs, and will constitute 80% of the overall assessment results as per the weightings agreed to between the Employer and Employee.

KEY PERFORMANCE AREAS (KPA's)	WEIGHTING
Basic Service Delivery	5%
Municipal Institutional Development and Transformation	5%
Local Economic Development (LED)	5%
Municipal Financial Viability and Management	5%
Good Governance and Public Participation	5%
Environmental Health Management	75%
<b>Total</b>	<b>100%</b>

- 6.7 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 between the Employer and Employee:

## 9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as **Annexure B**.

## 10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall –

10.1.1 Create an enabling environment to facilitate effective performance by the employee;

10.1.2 Provide access to skills development and capacity building opportunities;

10.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

## 11. CONSULTATION

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

11.1.1 A direct effect on the performance of any of the Employee's functions;

11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3 A substantial financial effect on the Employer.

11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

## 12. MANAGEMENT OF EVALUATION OUTCOMES

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

12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve (12) months service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.

- 12.4 In the case of unacceptable performance, the Employer shall –
- 12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and
- 12.4.2 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 duties.
- 12.5 A performance bonus calculated as a percentage of the Employee's all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance, as follows:

Score	Performance bonus
≥ 129%	0%
130%	5%
133%	5%
135%	6%
137%	6%
138%	7%
140%	8%
142%	8%
143%	8%
145%	8%
147%	9%
148%	9%
150%	10%
152%	10%
153%	10%
155%	14%

- 12.6 Any performance bonus that may be payable to the Employee, shall only be paid out after –
- 12.6.1 30 June 2021
- 12.6.2 The Employer's Council has approved the Employee's annual performance appraisal as required by section 57(4B) of the Systems Act; and
- 12.6.3 The annual report relating to the 2019/2020 has been tabled in the Employer's Council and the Council adopted it.
- 12.7 In the case of unacceptable performance, the Employer –
- 12.7.1 Shall provide systematic remedial or developmental support to assist the Employee to improve his performance; and
- 12.7.2 May, after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement on grounds of unfitness or incapacity to carry out his duties.

13. **DISPUTE RESOLUTION**


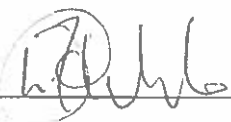
- 13.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by the Mayor within 30 days of receipt of a formal dispute.
- 13.2 A decision by the Mayor in terms of clause 13.1 shall be final and binding on the Parties
- 13.3 Any dispute about the outcome of the Employee's performance evaluation, must be mediated by a member of the municipal council provided that such member was not part of the evaluation panel provided for in sub-regulation 27 (4)(c), within 30 days of receipt of a formal dispute
- 13.4 A decision by the Councillor in terms of clause 13.3 shall be final and binding on both parties

14. **GENERAL**

- 14.1 The contents of the performance agreement and the outcome of any review conducted in terms of **Annexure A** may be made available to the public by the Employer.
- 14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his employment contract, or the effects of existing or new regulations, circulars, policies, directives or other instruments.


Thus done and signed at Zedion on the 18<sup>th</sup> day of Aug 2020

AS WITNESSES:

1.   
2. 

  
EMPLOYEE

AS WITNESSES:

1.   
2. \_\_\_\_\_

  
MUNICIPAL MANAGER



**MOHOKARE**  
LOCAL MUNICIPALITY



P. O. Box 20, Zastron, 9950

Tel: 051 673 9600

Fax: 051 673 1550

E-mail info@mohokare.gov.za

www.mohokare.gov.za

**DISCLOSURE FORM FOR BENEFITS AND INTERESTS**

I, the undersigned (Surname and Initials) BULEJE NS

(Postal Address) \_\_\_\_\_

(Residential Address) 1 VAN RIEBEEK STREET

(Position Held) COMMUNITY SERVICE DIRECTOR (ACTING)

(Name of Municipality) MOHOKARE LOCAL MUNICIPALITY

Tel: 051 673 9600

Fax: 051 673 1550

Hereby certify that the following information is complete and correct to the best of my knowledge: [Signature]

**1. Shares, securities and other financial interests (Not bank accounts with financial institutions)**

Number of share/extent of financial interest	Nature	Nominal Value	Name of Company/Entity
NONE	-	-	-

**2. Interest in a trust**

Name of trust	Amount of Remuneration/Income
NONE	-

**3. Membership, directorships and partnerships**

Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/Income
NONE	-	-

**4. Remuneration work outside the Municipality (Must be sanctioned by Council)**



Name of Employer	Type of Work	Amount of Remuneration/Income

CONFIDENTIAL

Council

Signature by Municipal Manager:



Date: 20/08/2020

**5. Consultancies, Retainerships and Relationships**

Name of Client	Nature	Type of business activity	Value of any benefits received
NONE	-	-	-

**6. Subsidies, grants and sponsorships by any organisation**

Source of assistance	Descriptions of assistance	Value of Assistance
NONE	-	-

**7. Gifts and Hospitality from a source rather than a family member**

Description	Value	Member

**8. Land and Property**

Description	Extent	Area	Value
-			
-			
-			

  
Signature of Manager

Date: 18 Aug 2020

Place: ZASTRON



**MOHOKARE**  
LOCAL MUNICIPALITY

# PERFORMANCE PLAN BETWEEN

**MOHALERWA SELBY SELEPE**

(Herein and after referred to as "the Employer")

AND

**NKOSANA SHADRACK BUYEYE**

(Herein and after referred to as "the Employee")

**FINANCIAL PERIOD: 01 July 2020 to 30 September 2020**

Singed and accepted by

  
\_\_\_\_\_  
Community Services Director

Date: 18 Aug 2020.....

Singed by the Municipal Manager on behalf of the Council

  
\_\_\_\_\_

Date: 20/08/2020.....

**KPA: ENVIRONMENTAL MANAGEMENT (75%)**

KPA No	Key Performance Area	Municipal Strategic Objective (SOs)	Municipal Strategic Objective (Departmental)	SO No.	Key performance Indicator(s)	Annual Target	Baseline	Unit of Measurement	Q1	Q2	Q3	Q4	POE
6	Environmental Management	Keep Mhokare Safe & Clean	Provision of sustainable Human Settlements in all the three towns by 30 June 2021.	SO 5	Reviewed Human Settlement Sector Plan by June 2021	Review of Human Settlement Sector Plan by June 2021	Human Settlement Sector Plan 2019/20	Council adopted policy	-	-	-	Submit the final reviewed Plan to Council by May 2021	Council resolution and Copy of the Plan
					Reviewed Land Disposal Policy by June 2021	Land Disposal Policy developed by June 2021	19/20 policy	Council adopted policy	-	-	Submission of final policy to Council for approval by June 2021	Council resolution copy of the plan	
					Reviewed of Municipal Housing Rental Policy by June 2021	Reviewed of Municipal Housing Rental Policy by June 2021	Municipal rental housing policy in place by 2019/20	Council adopted policy	-	-	-	Submission of final policy to Council for approval by June 2021	Council resolution copy of the plan

KPA No	Key Performance Area	Municipal Strategic Objective (SOs)	Municipal Strategic Objective (Departmental)	SO No.	Key performance Indicator(s)	Annual Target	Baseline	Unit of Measurement	Q1	Q2	Q3	Q4	POE
6	Environmental Management	Keep Mohokare Safe & Clean	Provision of sustainable Community Management	SO 5	Reviewed Municipal sites allocation Policy by June 2021	Reviewed Municipal sites allocation Policy by June 2021	2019/2020 Policy	Council adopted policy	-	-	-	Submission of final Policy to Council for approval by June 2021	Council resolution Copy of the Policy
					Management of Local Disaster as per Incident	Reviewed and implemented of local disaster management plan by June 2021	Reviewed Disaster Management Plan by June 2021	Local Disaster Management Plan in place 2019/20	Council adopted policy	-	-	Submit the final reviewed Plan to Council by May 2021	Council resolution and Copy of the Plan
			Management of Sports and Facilities	SO 5	Reviewed Sports and Facilities Management policy by June 2021	Reviewed Sports and Facilities Management policy by June 2021	19/20 Sports facility Management	Council adopted policy	-	-	-	Submit final draft to Council by May 2021	Council resolution and Copy of the Policy

KPA No	Key Performance Area	Municipal Strategic Objective (SOs)	Municipal Strategic Objective (Departmental)	SO No.	Key performance Indicator(s)	Annual Target	Baseline	Unit of Measurement	Q1	Q2	Q3	Q4	POE
			Management of Municipal Amenities	SO 5	Reviewed Cemetery Management Policy by June 2021	Review of Cemetery management Policy by June 2021	Cemetery Management policy in place	Council adopted policy	-	-	-	Submission of final policy to Council for approval by June 2021	Council resolution copy of the plan
6	Environmental Management	Keep Mohokare Safe & Clean	Operations and maintenance		Develop the operations and maintenance Plan for Council Properties by August 2020	Developed draft operations and maintenance Plan by Council Properties by August 2020	New KPI	Approved Plan	Develop Operations and Maintenance Plan approved by Council by August 2020	-	-	-	Management resolution & Approved draft plan
6	Environmental Management	Keep Mohokare Safe & Clean	Environmental Health Management	SO 5	Reviewed IWMP Intergrated Waste Management Plan by August 2020	Reviewed IWMP Intergrated Waste Management Plan by August 2020	19/20 Adopted IWMP	Approved Plan	Reviewed IWMP Intergrated Waste Management Plan by August 2020	-	-	-	Approved plan Council Resolution

**KPA: BASIC SERVICES (5%)**

KPA No	Key Performance Area	Municipal Strategic Objective (SOs)	Municipal Strategic Objective (Departmental)	SO Number	Key performance indicator(s)	Annual Target	Baseline	Unit of measurement	Q1	Q2	Q3	Q4	POE
1	Basic Service Delivery	Keep Mohokare Safe & Clean	Management of Extended Public Works	SO 5	Reviewed Extended Public Works Policy by June 2021	Reviewed Extended Public Works Policy by June 2021	2019/2020 EPWP	Council adopted policy				Reviewed Extended Public Works Policy submitted to Council by May 2021	Council resolution and Copy of the Policy

**KPA: GOOD GOVERNANCE AND PUBLIC ADMINISTRATION (5%)**

KP A No.	Key Performance Area	Municipal Strategic KPA	Municipal Strategic Objective(s)	Key performance indicator(s)	Annual Target	Baseline	Unit of measurement	Q1	Q2	Q3	Q4	POE
3	Good Governance and public participation	Good Governance and public participation	To instill good governance in all Municipal operations, ensure public participation and provide critical strategic support to the Municipality	% - implementation of action plan to mitigate identified risks (Output)	100% of identified risks mitigated by June 2021	17/18 mitigated risks	Proof of submission	1 Quarterly monitoring of identified risks report	1 Quarterly monitoring of identified risks report	1 Quarterly monitoring of identified risks report	1 Quarterly monitoring of identified risks report	Acknowledgment of receipt Monitoring tool template
	Good Governance and public participation	Good Governance and public participation		Improvement in Audit Opinion (Outcome)	Improvement in Audit opinion (Unqualified)	17/18 Audit opinion	Quarterly reports	1 Quarterly Update of the Audit Action	1 Quarterly Implementation and monitoring action Plan report	1 Quarterly Implementation and monitoring Audit action Plan report	1 Quarterly Implementation and monitoring Audit action Plan report	AG report. Audit action plan report

**KPA: MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION (5%)**

KPA No	Key Performance Area	Municipal Strategic Objective	Municipal Strategic Objective (Departmental)	SO No	Key performance indicator	Annual target	Baseline	Unit of measure	Q1	Q2	Q3	Q4	POE
	Municipal Transformation and Development	Municipal Transformation and Development	Enhance institutional development and good governance		Number of departmental meetings held	12 departmental meetings held	12 departmental meetings held	minutes	3 meetings per quarter	3 meetings per quarter	3 meetings per quarter	3 meetings per quarter	Minutes and attendance register
3	Municipal Transformation and Development	Municipal Transformation and Development	Enhance institutional development and good governance		Number of quarterly performance reports with POEs submitted to PMS	4 Quarterly reports	4 quarterly reports	reports	1 quarterly report	1 quarterly report	1 quarterly report	1 quarterly report	Quarterly Performance report POEs



**KPA: LOCAL ECONOMIC DEVELOPMENT (5%)**

KPA No	Key Performance Area	Municipal Strategic Objective (SOs)	Municipal Strategic Objective (Departmental)	SO Number	Key performance indicator(s)	Annual Target	Baseline	Unit of measurement	Q1	Q2	Q3	Q4	POE
5	Local Economic Development	Local Economic Development	Enhancing local economic development in Mohokare	SO 2	2 Commonage Farmers workshop conducted by June 2021	2 Commonage Farmers workshop conducted by June 2021	New Kpi		-	-	-	2 Commonage Farmers workshop conducted by June 2021	Report od attendance registers

**KPA: FINANCIAL VIABILITY (5%)**

KPA No	Key Performance Area	Municipal Strategic Objective (SOs)	Municipal Strategic Objective (Departmental)	SO Number	Key performance indicator(s)	Annual Target	Baseline	Unit of measurement	Q1	Q2	Q3	Q4	POE
4	Financial Management	Financial Viability	Implementation of Mohokare Financial Management Plan	3	Submission of departmental budget inputs to Finance by March 2021	Departmental inputs submitted to Finance for 2021/2022 by June 2021	19/20 budget inputs	Departmental budget inputs	-	-	Departmental budget inputs submitted to Finance by March 2021	Departmental budget inputs submitted to Finance by June 2021	Inputs submitted to Finance

**CORE COMPETENCY REQUIREMENTS**

<b>Competencies</b>	<b>Weight</b>	<b>Description/Definition</b>
Financial management	10	Compiles and manages budgets, controls cash flow, institutes risk management and administers supply chain management processes in accordance with legal prescripts and generally recognised accounting practices in order to ensure the achievement of the Municipality's strategic objectives.
People management and empowerment	20	Manages and encourages people, optimises their outputs and effectively manages relationships in order to achieve the Municipality's strategic objectives.
Client orientation and customer focus	20	Willing and able to deliver services effectively and efficiently in order to put the spirit of customer service (Batho Pele) into practice.
Strategic capability and leadership	10	Provides a vision, sets the direction for the administration and inspires others to deliver on the municipality's mandate
Problem solving and analysis	10	Systematically identifies analyses and resolves existing and anticipated problems in order to reach optimum solutions in a timely manner.
Service Delivery Innovation	10	Plans, manages, monitors and evaluates specific activities in order to deliver the desired outputs and outcomes.
Honesty and integrity	10	Displays and builds the highest standards of ethical and moral conduct in order to promote confidence and trust in the Municipality.
Competence in policy conceptualisation, analysis and implementation	10	The ability to draft and implement a policy due to the arriving at a generalisation as a result of seeing things, experiencing things, being informed of something as well as the ability to analyse, comprehend and implement a policy drafted by somebody else.

**PERSONAL DEVELOPMENT  
PLAN OF  
COMMUNITY SERVICES  
DIRECTOR**

## COMPILING THE PERSONAL DEVELOPMENT PLAN

1.Skills/performance Gap (in order of priority)	2.Outcomes Expected (measurable indicators, quantity, quality and time frames)	3.Suggested training and/or development activity	4.Suggested Mode of delivery	5.Suggested Time Frame	6.Work opportunity created to practice skill/development area	7.Support person
E.g. 1. Appraise Performance of Managers  Local government Law and Administration	The manager will be able to enter into performance agreements with all managers reporting to him / her, appraise them against set criteria, within relevant time frames	A course containing theoretical and practical application with coaching in the workplace following [relevant unit standard?]	External provider, in line with identified unit standard and not exceeding R 6 000	March 200...	Appraisal of managers reporting to him / her	Senior Manager: Training
				Jan 2021		

  
MUNICIPAL MANAGER  
S.M SELEPE

  
COMMUNITY SERVICES DIRECTOR  
N.S BUYEYE