



MOHOKARE
LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

BETWEEN

MOHALERWA SELBY SELEPE

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

AND

PHAKAMISA MICHAEL DYONASE

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

FINANCIAL PERIOD: 01 July 2018 to 30 November 2018

M.P.
Sos T.L. *LC*
PHD *TI*

4. COMMENCEMENT AND DURATION

- 4.1 This Performance Agreement will commence on the 1st July 2018 and will remain in force until 30th November 2018. 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 November 2018
- 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.

CORE MANAGERIAL COMPETENCIES	WEIGHT
Financial Management	10%
People Management and Empowerment	20%
Client Orientation and Customer Focus	10%
Strategic Capability and Leadership	10%
Problem Solving and Analytical Thinking	10%
Service Delivery Innovation	20%
Competency in Policy Conceptualisation and Implementation	10%
Honesty and Integrity	10%
	100%

7. EVALUATING PERFORMANCE

7.1 The performance plan (**Annexure A**) to this agreement sets out –

7.1.1 The standards and procedure for evaluating the Employee's performance;
And

7.1.2 The intervals for the evaluation of the Employee's performance.

7.2 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.

7.3 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.

7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5 The annual performance appraisal will involve:

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

7.5.1.1 Each KPA should be assessed according to the extent to which specified standards or performance indicators have been met and with due regard to ad hoc that had to be performed under the KPA.

7.5.1.2 An indicative rating on the five-point scale should be provided for each KPA.

7.5.1.3 The applicable assessment rating calculator (refer to paragraph 6.5 above) must then be used to add the scores and calculate a final KPA score.

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	The 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.					
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	Performance 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 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					

8.4.1 The mid-year performance review and annual performance appraisal shall involve –
Assessment of the achievement of key performance indicators and targets in the key performance areas:

8.4.1.1 Each key performance area shall be assessed according to the extent to which the performance indicators have been met with due regard to ad hoc tasks that may have been performed under any key performance area.

8.4.1.2 An indicative rating on the five – point scale set out in clause 8.4 shall be provided for each key performance area.

8.4.1.3 The rating contemplated in paragraph (b) shall be multiplied by the weighting given to each key performance area to provide a score.

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.

N.P
T.L.
J.I.
UC
DMD

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)(e), 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 Zobon on the 30 day of July 2018

AS WITNESSES:

1. [Signature]

[Signature]
EMPLOYEE

2. [Signature]

AS WITNESSES:

1. [Signature]

[Signature]
MUNICIPAL MANAGER

2. [Signature]