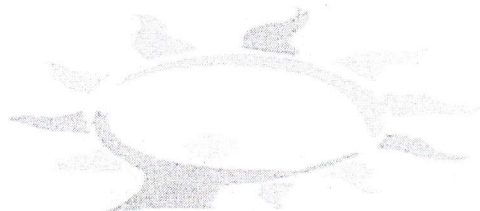


TM: Person!



Tokologo

PERFORMANCE AGREEMENT

BETWEEN

L. M. A. MOFOKENG.

TOKOLOGO LOCAL MUNICIPALITY

AND

M. J. CHABANE.

"the employee"

FINANCIAL YEAR

1 JULY 2011 - 30 JUNE 2012

INTRODUCTION

Tokologo Local Municipality duly represented by Adv L.M.A. MOPORKEING, in his capacity as the Municipal Manager has entered into a contract of employment with the employee M.J. CHAKANE for a period of 01-07-2011 Ending 30-06-2012 in terms of section 57(1) (a) of the Local Government Municipal Systems Act 32 of 2000.

Section 57(1) 9b) of the same Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement.

The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the employee reporting to the Mayor, to a set of actions that will secure Local Government Policy Objectives.

PURPOSE OF THIS AGREEMENT

The parties agree that the purpose of this Agreement is to:

- Comply with the provisions of section 57 (1) (b), (4A), (4B) and (5) of the Act as well as the employment contract entered into between the parties;
- Specify objectives and targets defined and agreed with the employee and to communicate to the employee the municipal expectations of the employee's performance and accountabilities in alignment with the 2011/12 Integrated Development Plan, 2011/12 Service Delivery Budget Implementation Plan and the 2011/12 Municipal Budget;
- Specify the accountabilities as set out in the Performance Plan, which forms an annexure to the performance agreement.
- Monitor and measure performance against set targeted outputs;
- Use the performance agreement as a barometer assess employee performance
- In the event of outstanding performance, to appreciately reward performance
- Give effect to the municipal commitment to a performance oriented relationship with its employee in attaining equitable and improved service delivery.

COMMENCEMENT AND DURATION

- This Agreement will commence on the 1 July 2011 and will remain in force in until Thereafter 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;
- The parties will 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 the beginning of each successive financial year;
- This Agreement will terminate on the termination of the employee's contract of employment for any reason as may be agreed between the parties;
- The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon;
- If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council resolution/decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

PERFORMANCE OBJECTIVES

- The Performance Plan (Annexure "A") sets out:
- The performance objectives and targets that must be met by the employee; and
- The time frames within which those performance objectives and targets must be met;
- The performance objectives and targets reflected in Annexure "A" are set by the Municipal Manager in consultation with the employee, and including Key Objectives, Key Performance Indicators, Target dates and weightings;
- The Key Objectives describes the main task that needs 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 date describes the timeframe in which the work must be achieved. The weightings show the relative importance of the Key Objective to each other;
- The employee's performance will. In addition be measured in terms of contributions to the set goal and strategies as in the 2011/12 IDP;

PERFORMANCE MANAGEMENT SYSTEM

- The employee agrees to participate in the Performance Management System that the municipality adopted and introduced for Tokologo Municipality, to manage municipal staff.
- The employee accepts that the purpose of Performance Management System is to provide a comprehensive system with specific performance standards to assist the municipality, management and municipal staff to perform to the standards required;
- The Municipal Manager will consult the employee about the specific performance standards that will be included in the Performance Management System as applicable to the employee;
- The employee undertake to actively focus towards the promotion and implementation of the KPA's (including special projects relevant to the employee's responsibilities) within the local government framework;
- The criteria upon which the performance of the employee shall be assessed shall consist of two components, both of which are contained in the Performance Agreement;
- The employee will be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Management Competencies (CMC's) respectively;
- Each area of assessment will be weighted and will contribute a specific part to the total score;
- KPA's covering the main areas of work will account for 80% and CMC's 20% of the final assessment;
- The employee's assessment will be based on his performance in terms of the outputs/ outcomes specified in the Attached Performance Plan

EVALUATING PERFORMANCE

The Performance plan set out:

- The standard and procedures for evaluating the employee's performance and;
- The intervals for the evaluation of the employee's performance
- The municipal council may review the employee's performance at any stage while the contract of employment remain in force;
- Personal growth and development needs identified during any performance review discussion must be documented and where possible, action agreed to and implementation must occur within a set time frames
- The employee's performance will be measured in terms of contributions to the goals and strategies set out in the 2011/12 municipal IDP;

The Annual Performance Appraisal will involve:

- An assessment of achievements of results as outlined in the Performance plan
- Each KPA will be assessed according to the extent to which specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under that KPA;
- An indicative rating on the five point scoring mechanism be provided for each KPA;
- The applicable assessment rating calculator will then be used to add the scores and calculate a final KPA score;

ASSESSMENT OF THE CMS's

- Each CMC will be assessed according to the extent to which the specified standard have been met;
- An indicative rating on the five point scale should be provided for each CMC;
- The rating will be multiplied by the weighting given to each CMC to provide a score;
- The applicable assessment calculator will be used to add the scores and calculate the final CMC score;

OVERALL RATING

- An overall rating will be calculated using the applicable assessment rating calculator. Such overall rating represents the outcome of the performance appraisal;
- For the purposes of evaluating the annual performance of the employee, an evaluation panel shall be constituted by the Municipal Manager or council

SCHEDULE FOR PERFORMANCE REVIEWS

- The performance of the employee shall be reviewed within the time frames specified in the Performance Plan;
- The municipality shall keep a record of the review and assessment meetings;
- Performance Feedback shall be based on the Municipal Assessment of the employee's performance;
- The municipality will be entitled to review and make reasonable changes to the provisions of the Performance Plan, from time to time for operational reasons. The employee will be fully consulted before any such changes is made;
- The municipality may amend the provisions of the performance plan, whenever the PMS is adopted, implemented and or amended as the case may be. In that case the employee will be fully consulted before any such changes can be effected;

OBLIGATION OF TOKOLOGO LOCAL MUNICIPALITY

The Municipality shall:

- Create an enabling environment to facilitate effect performance by the Municipal Manager;
- Provide access to skills development and capacity building opportunities
- Work collectively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- On request of the employee delegate such powers reasonably as may be requested by the employee to enable him to met the performance objectives and targets established in terms of this agreement;
- Make available to the employee such resources as the employee may reasonable require from time to time to assist him to met the performance objectives and targets established in terms of this agreement;

CONSULTATION

The Municipal Manager agrees to consult with the employee when exercising his powers that will:

1. Have direct effect on the performance of any employee of the employee's functions
2. Commit the employee to implement or give effect to a decision made by the Municipal Manager
3. Have substantial financial effect to the municipality

MANAGEMENT OF EVALUATION OUTCOMES

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

A performance bonus of between 5% and 14% of the employee's all inclusive annual remuneration package may be paid to an employee in recognition of outstanding performance.

In case of unacceptable performance the municipality shall provide a systematic remedial or developmental support to assist the employee to improve his/her performance

DISPUTE RESOLUTION

Any dispute about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities or methods of assessment and/or any other matter provided for, shall be mediated by the Municipal Manager within 30 days after receipt of formal written dispute from the said employee.

GENERAL

The contents of this agreement and the outcomes of any review process will not be confidential and may be made public by the Municipal Council.

M. J. Chene

Signed at M. J. Chene On this day 21/06/2011 of
06 2011

As witnesses

1. [Signature]

2. M. J. Chene

[Signature]

The Municipal Manager
L. M. A. Mofokeng

Signed at Bosmot on this day 21 of
June 2011

As witnesses

1. [Signature]

2. M. J. Chene

M. J. Chene

Technical Services Manager
M. J. Chene

PERFORMANCE PLAN

JOB TITLE: TECHNICAL SERVICES MANAGER

TOKOLOGO LOCAL MUNICIPALITY

This plan defines the Council's expectations of the Technical Services Manager in accordance with Manager's performance agreement, to which this document is attached. Section 57 (5) of the Local Government: Municipal Systems Act which provides that key objectives and targets must be based on the Key Performance Indicators set out from time to time as the municipal council reviews the Integrated Development Plan. This Performance Plan must, in terms of the Municipal Performance Regulations, also include time frames and weightings.

There are six parts to this Plan:

1. Key Performance areas (KPA's) schedule, detailing key objectives and their related Performance Indicators, Weightings and Target Dates
2. A Core Competency Requirements (CCR) schedule, setting out selected Core Management and Occupational Competencies
3. Performance Review Procedure i.e. information on how to review (or evaluate) performance and information on specific accountabilities
4. Consolidated Score Card, with Assessment Rating Calculator
5. Personal Development Plan (PDP), for addressing developmental gaps
6. Record of assessment meetings (Control Sheet)

The period for this plan is 1st July 2011 to 30th June 2012

Signed and accepted by the Technical Services Manager.....*M.J. CHAKANE*.....

Signed and accepted by the Municipal Manager of Tokologo Council *ADK L.M.A. MPOKENG*.....

KEY PERFORMANCE AREA (KPA) SCHEDULE

TECHNICAL SERVICES MANAGER

2011 – 2012

TOKOLOGO LOCAL MUNICIPALITY

This KPA Schedule sets Key Performance Objectives which must be achieved, time frames, as well as the Key Performance Targets (Standards) which will be used to measure whether or not the Technical Services Manager has adequately performed his functions.

POSITION PURPOSE

To lead, direct and take full responsibility for the Technical Services Administration of Tokologo Local Municipality.

Priority/Focus Area	KEY PERFORMANCE AREA'S (KPS's) SCHEDULE								
	IDP Objective	Baseline	Performance Indicator	Annual Target	Target Date	1 Q	2 Q	3 Q	4 Q
Infrastructure Development & Basic Service Delivery	Basic Service Delivery	Address all Backlogs in line with MIG Guidelines	Drilling & Developing of Boreholes in Hertzogville	100%	End March				
			Drilling & Developing of Boreholes in Boshof	100%	End March				
			Upgrading water Network Dealesville (Phase 2)	50%					

otsile@makomota.com

		Address all water Backlogs as per the e CIP	Provide Clean Drinkable Water & Manage Waste Water in all Wards	100%	Ongoing				
			Regional Bulk Infrastructur e in Hertzogville (phase 1)	100%	End May 2012				
			Regional Bulk Infrastructur in Boshof & Dealesville (only feasibility study will be complete)	100%	End Dec 2011				
			Water Network in Semanga Park & New Extention 2(only feasibility study will be complete)						

	Address Roads & Infrastructure Backlogs as per the CIP	Paving 3km in Boshof		100%					
		Upgrading of internal roads Seretse 3km (only feasibility study will be complete)		100%					
		Paving of 6km internal roads (depending on funding)		100%					
	Ensure Integrated Planning Approach		Develop Infrastructure Master Plan	100%	End Dec 2011				

CORE COMPETANCE REQUIREMENTS (CCR) SCHEDULE

This CCR Schedule measures the Managerial and Occupational Competencies of the Technical Services Manager. The Core Managerial and Occupational Competencies must be selected from the list set out below and agreed upon between the employer and the employee, with due regards to the proficiency level agreed to.

CORE COMPETENCY REQUIREMENTS (CCR) SCHEDULE

CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES				
CORE COMPETENCY REQUIREMENTS (CCR)		WEGHT %	SCORE	
			DEC	JUNE
Strategic Capability and Leadership	2%			
Programme and Project Management	1%			
Financial Management	1%			
Change Management	1%			
Knowledge Management	2%			
Service Delivery Innovation	3%			
Problem Solving and Analysis	2%			
People Management and Empowerment	2%			
Client Orientation and Customer Focus	2%			
Communication				
Honesty and Integrity	2%			
Total Percentage	18%			

CORE OCCUPATIONAL COMPETENCIES (COC) SCHEDULE

CORE OCCUPATIONAL COMPETENCIES (COC) FOR EMPLOYEES				
CORE OCCUPATIONAL COMPETENCIES REQUIREMENTS (CCR)		WEGHT %	SCORE	
			DEC	JUNE
Competence in Self Management	2%			
Interpretation of and implementation within the legislative and national policy frameworks	2%			
Knowledge of Performance Management and Reporting	1%			
Knowledge of global and South African specific political, social and economic contexts	1%			
Competence in policy conceptualization, analysis and implementation	1%			
Knowledge of more than one functional municipal field/discipline	1%			
Skills in Mediation				
Skills in Governance	1%			
Competence as required by other national line sector departments	1%			
Exceptional and dynamic creativity to improve the functioning of the municipality	2%			
Total Percentage	12%			

PERFORMANCE REVIEW PROCEDURE

1. The performance of the Section 57 Managers must be reviewed on the following dates, with the understanding that the reviews in the first semester may be verbal if the performance is satisfactory:

First Quarter: Review at end of Sept 2011(mid Year review)

Second Quarter: Review at end of Dec 2011(annual review)

Third Quarter: Review at end of March 2012(annual review)

Fourth Quarter: Review at end of June 2012(annual review)

2. An Evaluation Panel comprising of the following persons must be established for the purpose of evaluating the annual performance of Section 57 Managers(i.e. manager reporting directly to the Municipal Manager):
 - i) Municipal Manager
 - ii) Chairperson of the performance/internal audit committee or the Chairperson of the audit committee, in the absence of a performance audit committee
 - iii) Member of the municipal council or in respect of a plenary type municipality
 - iv) Municipal Manager from another municipality

The Municipal Manager must source the external secretarial services to the evaluation panel.

3. The evaluation of the Section 57 Managers' performance at the end of every quarter must be undertaken by the Municipal Manager in consultation with the Technical Services Manager.
4. Notwithstanding the intervals for reviewing the Managers' performance mentioned in paragraph 1 above, the employer may in addition review the Managers' performance at any stage while the performance contract remains in force.
5. The onus is on the Section 57 Manager to provide proof that he/she has met the key performance targets and standards, within the set time frames.
6. The Municipal Manager and the Technical Manager to meet to conduct a formal performance rating and agree to the final scores. It may be necessary to have two meetings before final agreement. In the event of a dis-agreement , the municipal manager has the final say with regard to the final score that is given.
7. Deadline dates that have been met should be marked alongside with a √.
8. Deadline dates that have not been met should be marked alongside with a X.
9. Performance Indicator that have been supplied as evidence of achieving an objective should be marked alongside with a √.
10. Performance Indicator that have not been supplied as evidence of achieving an objective should be marked alongside with a X.

11. The Municipal Manager must mark his own notes during a formal review meeting and must assign a score in relation to the weighting assigned to a specific objective e.g. should a specific objective have been assigned an amount of 5 points and the objective have been achieved then the score allocated will be five(5). However, should the objective have not been achieved at all or no satisfactory evidence is provided then the score of zero(0) will be allocated. Should only a portion of the evidence have been provided, or only a portion of the objective have been achieved, with no valid reason for non achievement, then a part score will be allocated e.g. 3/5. It should be noted that many performance indicators do not allow for a partial score for i.e. it either has or has not been achieved.
12. The scoring must be recorded on the KPA Schedule and the CCR Schedule in the relevant score columns.
13. Only those items relevant for the review period in question must be scored.
14. A Personal Development Plan (PDP) for addressing developmental gaps in the employee's performance and capacity must then be completed by the Municipal Manager in consultation with then relevant Section 57 Manager.
15. A poor work performance will be dealt with in accordance with schedule 8 (eight) of the Labour Relations Act specifically dealing with poor work performance and incapacity.
16. The Municipal Manager must complete a Control Sheet (Record of Assessment Meetings) provided in this Performance Plan.
17. When undertaking the Annual Performance Review with the panel as set out in paragraph two above the same scoring procedure will be used and the members of the panel will then provide input on their proposed score for each Key Objective. However the panel should aim at reaching consensus.
18. The score awarded on the KPA Schedule and the CCR Schedule will then be transferred to the consolidated score card and the total score for each Section 57 manager will then be calculated in accordance with regulation 27 of the Municipal Performance Regulations promulgated under Government Notice R805 dated 01 August 2006. Using regulation 22 it will then be determined whether or not the employee is entitled to a Performance Bonus and if so the amount of the bonus.
19. Any dispute concerning the Performance e Management Processes will be dealt with in terms of Regulation 33 of the same Act.
20. The content of a Performance Agreement must be made available to the public by the Municipal Manager in accordance with the Municipal Finance Management Act 2003 and Section 46 of the Municipal Systems Act.

CONSOLIDATED SCORE CARD
ASSESSMENT RATING CALCULATOR

Evaluation Cycle : **01 July 2011** TO **30 June 2012**

Name Of the Section 57 Manager : **M.J. Chakane**

Title : **Technical Services Manager**

KPA	WEIGHT	RATING	SCORE	CCR	WEIGHT	RATING	SCORE
1				1			
2				2			

100%		100%	
KPA weight	80%	CCR weight	20%
KPA score		CCR score	
Final score			

CONSOLIDATED SCORE CARD
ASSESSMENT RATING CALCULATOR

Evaluation Cycle : **01 July 2011** TO **30 June 2012**

Name of the Section 57 Manager: **Mr. M. D. Chakraborty**

Title: **TECHNICAL SERVICES MANAGER**

KPA	WEIGHT	RATING	SCORE	CCR	WEIGHT	RATING	SCORE
1				1			
2				2			

100%		100%	
KPA weight	80%	CCR weight	20%
KPA score		CCR score	
Final score			

PERSONAL DEVELOPMENT PLAN

(To be used for addressing Performance gaps)

Manager's Name

Date 21/06/2012

Job Title

Skills / Performance Gap(identified at Performance Evaluation)	Outcomes expected	Suggested activity (e.g. training, counseling, additional resources etc.)	Time frames to meet Performance Standards	Comments
1.				
2.				

Signed by the Technical Services Manager M. J. Chikane

Signed by the Municipal Manger 