

# JOE MOROLONG LOCAL MUNICIPALITY



JOE MOROLONG  
LOCAL MUNICIPALITY

## PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MUNICIPALITY OF JOE MOROLONG AS  
REPRESENTED BY THE MAYOR:  
MS DORCAS MOREMI

AND

THE EMPLOYEE OF THE MUNICIPALITY  
MUNICIPAL MANAGER:  
MR TSHEPO MACDONALD BLOOM

FOR THE

FINANCIAL YEAR: 1 JULY 2014 – 30 JUNE 2015

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## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Municipality of Joe Morolong Local Municipality herein represented by Ms Dorcas Moremi in his capacity as the Acting Mayor (hereinafter referred to as the Employer)

And

Mr. T.M. Bloom Employee of the Municipality of Joe Morolong Local Municipality (hereinafter referred to as the Employee).

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".

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 the Employee to a set of outcomes that will secure local government policy goals.

1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

#### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to

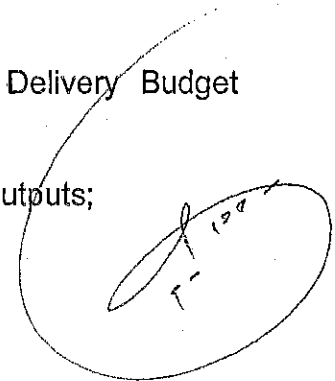
2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;

2.2 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;

2.3 specify accountabilities as set out in the Service Delivery Budget Implementation Plan (Annexure A);

2.4 monitor and measure performance against set targeted outputs;

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2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to assess whether the Employee has met the performance expectations applicable to his/her job;

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2.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and

2.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

### 3 COMMENCEMENT AND DURATION

3.1 This Agreement will commence on the 1<sup>ST</sup> July 2014 and will remain in force until 30<sup>th</sup> June 2015 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.

3.2 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.

3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

3.4 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.

3.5 If time during the validity of this Agreement the work environment alters at any (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

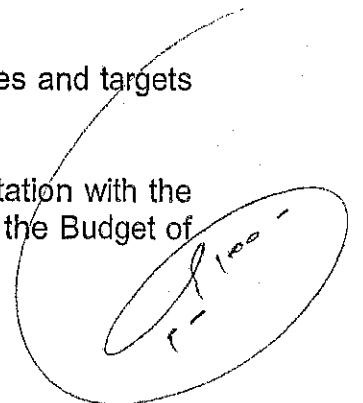
4.1 The Service Delivery Budget Implementation Plan sets out -:

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 set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of

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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 SYSTEMS

5.1 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.

5.2 The Employee accepts that the purpose of the performance management 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 system as applicable to the Employee.

6 The Employee agrees to participate in the performance management and development system that the Employer adopts.

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

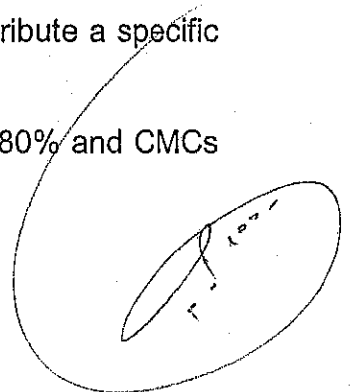
6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.

6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Competencies (CMCs) respectively.

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

6.2.3 KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.

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

Key Performance Areas(KPA's)	Weightings
Basic Service Delivery	0
Municipal Institutional Development and Transformation	20
Local Economic Development (LED)	0
Municipal Financial Viability and Management	10
Good Governance and Public Participation	70
Total	100%

6.4 The CMCs will make up the other 20% of the Employee's assessment score. CMCs 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:

CORE COMPETENCY REQUIREMENT FOR EMPLOYEES		
Core Managerial Competencies (CMC)	√	Weight
Strategic Capability and Leadership		5
Programme and Project Management		5
Financial Management	Compulsory	6
Change Management	Compulsory	4
Knowledge Management		5
Service Delivery innovation		4
Problem Solving and Analysis		6
People Management and Empowerment	Compulsory	5
Client Orientation and Customer Focus		4
Communication		4
Honesty and Integrity		5
Core Occupational Competencies (CMC)		
Competencies in Self Management		4
Interpretation of and implementation within the legislative and national policy frameworks		6
Knowledge of developmental local government		4
Knowledge of Performance Management and Reporting		4
Knowledge of global and South African specific political, social and economic contexts		4
Competency in policy conceptualization, analysis and implementation		4
Knowledge of more than one functional municipal field / discipline		4
Skills in Mediation		5
Skills in Governance		7

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Competence as required by other national line sector departments		2
Exceptional and dynamic creativity to improve the functioning of the municipality		3
TOTAL		100%

## 7. EVALUATING PERFORMANCE

7.1 The Service Delivery Budget Implementation Plan for 2014/2015 to this Agreement sets out

7.1.1 The standards and procedures 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 Service Delivery Budget Implementation Plan:

(a) 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.

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

(c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CMCs

(a) Each CMC should be assessed according to the extent to which the specified standards have been met.

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(b) An indicative rating on the five-point scale should be provided for each CMC.

~~(c) The applicable assessment rating calculator (refer to paragraph 6.5.1)~~ must then be used to add the scores and calculate a final CMC score.

### 7.5.3 Overall rating

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

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCs:

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 Performance agreement 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 Performance agreement 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 Performance Agreement 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					

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

7.7.1 Mayor

7.7.2 Chairperson of the Audit Committee;

7.7.3 Municipal manager from another municipality;

7.7.4 Member of EXCO

7.7.5 Director responsible for PMS (secretariat)

## 8. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter: July – September 2014

Second quarter: October – December 2014

Third quarter: January – March 2015

Fourth quarter: April – June 2015

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

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

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

8.5 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.

## 9. DEVELOPMENTAL REQUIREMENTS

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

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## 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/ her to meet the performance objectives and targets established in terms of this Agreement; and

10.1.5 Makes 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.

## 11. CONSULTATION

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

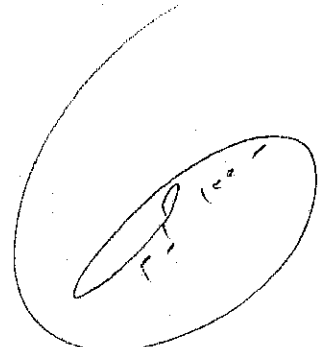
11.1.1 A direct effect on the performance of any of the Employee's functions;

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.

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## 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 months (12) 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 or her performance; and

12.4.2 After appropriate performance counseling 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.

## 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

13.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2 Any other person appointed by the MEC.

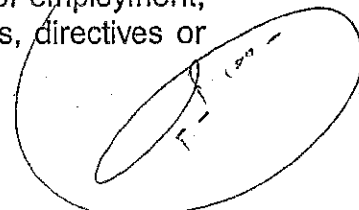
13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

## 14. GENERAL

14.1 The contents of this 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/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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Thus done and signed at Gurukul on the 29 day of July 2014.

**AS WITNESSES:**

1. MASEGO MORWAGAE

[Signature]

2. [Signature]

MATSHWISO THEBEYAGAE

**EMPLOYEE**

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**MAYOR**

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**ANNEXURE A**  
**IMPLEMENTATION PLAN**  
**(SERVICE DELIVERY BUDGET IMPLEMENTATION PLAN)**

Entered into by and between

**[JOE MOROLONG LOCAL MUNICIPALITY]**  
**MS DORCAS MOREMI**  
**["the Employer"]**

and

**[TSHEPO MACDONALD BLOOM]**  
**(MUNICIPAL MANAGER)**  
**["the Employee"]**

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## 1. Purpose

The service delivery budget implementation plan defines the Council's expectations of the Municipal Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

## 2. Key responsibilities

The following objects of local government will inform the Municipal Manager's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

## 3. Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

- 3.1 Municipal Transformation and Organizational Development.
- 3.2 Infrastructure Development and Service Delivery.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5.1 Good Governance and Public Participation

Signed and accepted by (MUNICIPAL MANAGER)



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Date: 29/07/14

Signed by the MAYOR on behalf of the Council

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Date:.....

## SECTION B: PERFORMANCE PLAN: MUNICIPAL MANAGER

### 1. Purpose

The performance defines the Council's expectations of the Director's performance agreement of which this document is a part and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually

### 2. Key responsibilities

The following objects of local government will inform the Director's performance against set performance indicators:

- Provide democratic and accountable government for local communities
- Ensure the provision of services to communities in a sustainable manner
- Promote social and economic development
- Provide a safe and healthy environment
- Encourage the involvement of communities and community organization in the matter of local government

### 3. Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers (2006), Government Gazette Nr 29089, inform the strategic objectives listed in the table below:

3.1 Institutional Municipal Transformation and Organizational Development

3.2 Basic Service Delivery and Infrastructure Development

3.3 Local Economic Development (LED)

3.4 Municipal Financial Viability and Management

3.5 Good Governance and Public Participation

As well as the following core competency requirements:

CCR 1: Core Municipal Competencies

CCR 2: Core Occupational Competencies

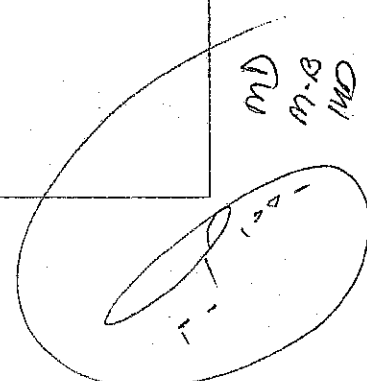
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Performance element	KPI (Key Performance Indicator)	Annual target	Qtr ending	Qtr ending	Qtr ending	Qtr ending	Portfolio Evidence	Weighting
			30 Sep 14	31 Dec 14	31 Mar 15	30 June 15		
			PROJ	PROJ	PROJ	PROJ		

**KEY PERFORMANCE AREAS (KPA)**

**KPA 1: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT**

To promote good governance	Number of policies reviewed and sent to Council for adoption in a year.	4 reviewed policies by June 2015	2 policies amended for final review by September 2014	2 reviewed policies complete and submitted to Council for adoption by December 2014	2 policies reviewed by March 2015	2 policies amended for final review complete submitted to Council adoption by June 2015	Q1 Amendments on Policies Q2 2 reviewed polices adopted by Council Q3 Amendments on Policies Q4 2 reviewed polices adopted by Council
		4 policy workshops conducted by June 2015	1 workshop by September 2014	1 workshop by December 2014	1 workshop by March 2015	1 workshop by June 2015	Q1 Workshop report Attendance register Q2 Workshop report Attendance register Q3


  
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									Workshop report Attendance register Q4 Workshop report Attendance register	
									Q4 Developed Policy register	
								Complete policy register		
								Verify information on the register by March 2015		
								Consolidate all submitted to a register policies by December 2014		
								Invite all departments to submit all policies adopted by Council by September 2014		
								Developed policy register by June 2015		
								Developed policy register		
								To develop an internal communication policy		
								1 Developed policy register by June 2015		
								Internal communication policy developed by June 2015		
								Information session on Internal Communication policy and procedure manual		
								Communication policy distributed to HOD's for inputs by December 2014		
								Draft communication procedure manual submitted to Council by March 2015		
								Approved Communication policy posted on the website and filed on the policy register.		
								Draft communication policy Q2 Inputs received Q3 Submitted draft Q4 Approved Communications policy		
								1 Newsletter developed		
								4 Municipal Newsletters/Information brochures developed by June 2015		
								Number of publication of all Municipal Newsletters/Information brochures		
								1 Newsletter/Brochure developed		
								1 Newsletter developed		
								1 Newsletter developed		
								1 Newsletter developed		

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Performance element	KPI (Key Performance Indicator)	Annual target	Qtr ending		Qtr ending		Qtr ending		Portfolio Evidence	Weighting
			30 Sep 14	31 Dec 14	31 Mar 15	30 June 15				
			PROJ	PROJ	PROJ	PROJ				

**KPA 2: BASIC SERVICE DELIVERY**

<b>Enhance Customer service</b>	Number of special events to be held	All Municipal events supported	Handover of cemeteries.(13) Colston Ditlharapeng & Bendel. Suurtig, Perdmontjie, Dinokeng and Gasese, Kome and Shalaneng, Mathanthanyaneng, Glenred, Gatswinyane, Gamothibi, March, Magobing, Vanzylsrus, Kokfontein and Churchill, Senakong, Handove of community halls Khamkhudung and Gadiboe							
										Q1 Comprehensive Report.

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	Number of Customer satisfaction survey conducted	Customer satisfaction survey with municipal services by June 2014	Development of questionnaire Community consultation	Development of questionnaire Community consultation	Development of questionnaire Community consultation	Report to Council Q1 Report to Council Q2 Report to Council	
	Updated and Monitored Municipal website	Updated Municipal website by June 2015	IDP/Budget 2014/15 uploaded.  Adverts for 20 vacancies. Tenders uploaded	Adverts 20 vacancies	Adverts 20 vacancies	Report Q1 20 adverts Q2 20 adverts Q3 20 adverts Q4 8 adverts	
Empowerment of designated groups	Number of reports on the development of designated groups (Youth, women, children, elderly persons and people with disabilities)	4 reports on the development of designated groups by June 2015	1 report on the development of designated groups by September 2014	1 report on the development of designated groups by December 2014	1 report on the development of designated groups by March 2015	Q1 1 reports on the development of designated groups noted by Council Q2 1 reports on the development of designated groups noted by Council Q3 1 reports on the development of designated groups noted by Council Q4 1 reports on the	

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							development of designated groups noted by Council	
	Number of reports on the functionality of the Local AIDS Council (LAC)	4 reports on the functionality of the LAC by June 2015	1 report on the functionality of the LAC by September 2014	1 report on the functionality of the LAC by December 2014	1 report on the functionality of the LAC by March 2015	1 report on the functionality of the LAC by June 2015		
	Number of community information session	15 ward information sharing session by June 2015	4 Information session held by September 2014	4 Information session held by December 2014	4 Information session held by March 2015	3 Information session held by June 2015		
	To coordinate AIDS Council meetings and establish aids forum @ ward level	Ward aids council establishments in all 8 wards And coordination of 4 local aids council meetings	Local and District HIV/AIDS strategy workshop Local Aids Council = 1 meeting By August 2014	Ward AIDS Council establishment = 2 wards by December 2014 Local Aids Council = 1 meeting by	Ward AIDS Council establishment = 2 wards by March 2015 Local Aids Council = 1 meeting by	Ward aids Council establishment wards by June 2015 Local Aids Council = 1 meeting by		
							Q1 4 Attendance register and 4 report Q2 4 Attendance register and 4 report Q3 4 Attendance register and 4 report Q4 3 Attendance register and 3 report	
							Q1 1 Attendance registers Q2 1 Attendance registers and approved implementation plan of WAC establishments. Q3 1 Attendance registers and approved implementation plan	

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				December 2014	March 2015	June 2015	o establishments. Q4 1 Attendance registers and approved implementation plan of WAC establishments.f WAC	
			1 =women s day by September 2014 ECD practitioners consultative session September 2014	Women s dialogue by December 2014 Children s day by December 2014	Women and Children workshop by March 2015	Women and Children workshop by June 2015		
		Coordination of women and children towards their programs	4 events by June 2015	1 report on the functionality of ward committees by September 2014	1 report on the functionality of ward committees by December 2014	1 report on the functionality of ward committees by March 2015	1 report on the functionality of ward committees by June 2015	
Enhance stakeholder participation	Number of reports on the functionality of ward committees	Number of ward committees to be transported	4 reports on the functionality of ward committees by June 2015	45 meetings transport expenses for ward committees paid by December 2014	45 meetings transport expenses for ward committees paid by March 2015	45 meetings transport expenses for ward committees paid by June 2015	Q1,2,3 and 4 1 report on the functionality of ward committees	
	180 transport expenses paid by June 2015						Q1 1 report on payment of ward committees to Council Q2 1 report on payment of ward committees to Council Q3 1 report on payment	

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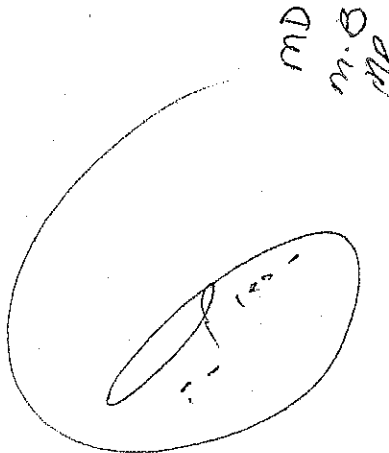
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of ward committees to Council Q4 1 report on payment of ward committees to Council										
Q1 Q2 Q3 Q4 Consultation report Draft community participation policy	Q1 Q2 Q3 Q4 Draft community participation policy									
Q1 Terms of Reference Q2 Requisition letter Q3 Attendance registers Q4 Attendance registers training report	Q1 Terms of Reference Q2 Requisition letter Q3 Attendance registers Q4 Attendance registers training report									
Q1, Q2, Q3 and Q4 Attendance registers	Q1, Q2, Q3 and Q4 Attendance registers									
Q1 1 workshop report and attendance register	Q1 1 workshop report and attendance register									

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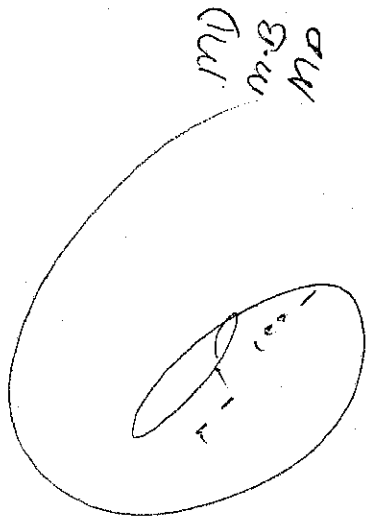
		Establishment of local disability machinery and effectiveness of Senior citizens forum	Coordination of disabled people and senior citizens	1 event =Disability machinery establishment	Disability and elderly workshop by December 2014	Disability and elderly workshop by March 2015	Disability and elderly workshop by June 2015	responsibilities by June 2015	Q2 Q3 1 training report and attendance register Q4 1 workshop report and attendance register Appointment letter of service provider	
	2 workshops for role clarification of ward committees roles and	2 workshops for role clarification of ward committees roles and	September 2014		March 2015	responsibilities by June 2015	Q2 Q3 1 training report and attendance register Q4 1 workshop report and attendance register Appointment letter of service provider			



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Performance element	KPI (Key Performance Indicator)	Annual target	Qtr ending	Qtr ending	Qtr ending	Qtr ending	Portfolio Evidence	Weighting
			30 Sep 14	31 Dec 14	31 Mar 15	30 June 15		
			PROJ	PROJ	PROJ	PROJ		
KPA 3: LOCAL ECONOMIC DEVELOPMENT								


  
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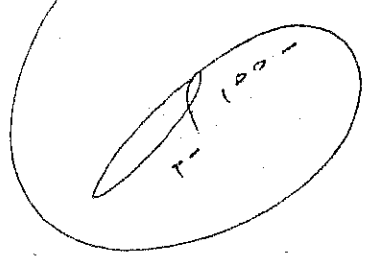
Performance element	Key/Key Performance Indicator	Annual target	Qtr ending	Qtr ending	Qtr ending	Portfolio	Weighting
			30 Sep 14	31 Dec 14	31 Mar 15	30 June 15	Evidence
			PROJ	PROJ	PROJ	PROJ	

**KPA 4: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT**

Promote good governance	Updated contract register.	Updated contract register by June 2015	Update contract register by September 2014	Update contract register by December 2014	Update contract register by March 2015	Update contract register by June 2015	Q1 Updated contract register Q2 Updated contract register Q3 Updated contract register Q4 Updated contract register Q1 Litigation cases report	
	Reduced litigation against the	Reduce litigation against the	Liaising with HODs to ensure regulatory frame for	Fast track the progress of old and new cases by December	Fast track the progress of old and new cases by	Consolidate report with recommendations on how to reduce litigation to		

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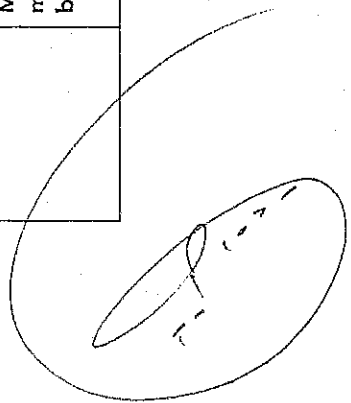
	Municipality	Municipality	referring cases to Legal Unit that have potential litigation by September 2014	2014	March 2015	Council by June 2015	Q2 Litigation progress report Q3 Litigation progress report Q4 Litigation progress report	
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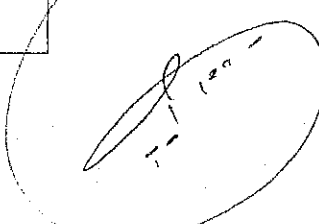
Performance element	KPI (Key Performance Indicator)	Annual target	Q1 ending	Q2 ending	Q3 ending	Q4 ending	Weighting
			30 Sep 14	31 Dec 14	31 Mar 15	30 June 15	
			PROJ	PROJ	PROJ	PROJ	Evidence

**KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION**

To promote good governance	Number of senior Management meeting held by June 2015	12 senior management meetings by June 2015	3 senior management meetings held by September 2014	3 senior management meetings held by December 2014	3 senior management meetings held by March 2015	3 senior managements held by June 2015	Q1 3 signed Minutes & Attendance Register Q2 3 signed Minutes & Attendance Register Q3 3 signed Minutes & Attendance Register Q4 3 signed Minutes & Attendance Register	
	Number of Extended Management meetings held by June 2015	12 Extended Management meeting by June 2015	3 Extended management meetings held by September 2014	3 Extended management meetings held by December 2014	3 Extended management meetings held by March 2015	3 Extended management meetings held by June 2015	Q1, Q2, Q3 and Q4 3 signed Minutes & Attendance Registers each quarter	

  
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All Adverts placements done	Advertisement file by June 2015	Adverts for 20 vacancies. Tenders	Adverts for 20 vacancies. Tenders	Adverts for 20 vacancies. Tenders	Adverts for 8 vacancies	Q1 20 adverts Q2 20 adverts Q3 20 adverts Q4 20 adverts Advertisement file Q1, Q2, Q3 and Q4 Contract management report each quarter Q1 3 report to Council Q2 3 report to Council Q3 3 report to Council Q4 3 report to Council
Service level agreement, MOU and MOA comply with legal requirements	All agreements entered into by Municipality complies with legal requirements	Review and advise on SLA, MOU and MOA	Review and advise on SLA, MOU and MOA	Review and advise on SLA, MOU and MOA	Review and advise on SLA, MOU and MOA	
Number of reports on the turn-around time on community queries and enquiries	12 reports on the turn-around time on community queries and enquiries submitted to Council by June 2015	3 reports on turn-around time on community queries and enquiries submitted to Council by September 2014	3 reports on turn-around time on community queries and enquiries submitted to Council by December 2014	3 reports on turn-around time on community queries and enquiries submitted to Council by March 2015	3 reports on turn-around time on community queries and enquiries submitted to Council by June 2015	


  
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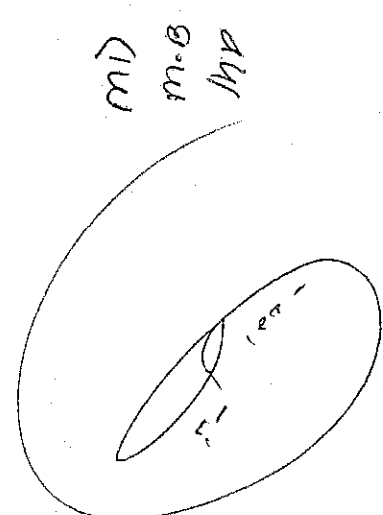
	Marketing strategy for the municipality developed	To develop a Marketing Strategy by June 2015	Develop a Draft Marketing Strategy.	Draft sent to HOD's for inputs.	Internal Information session.	Consolidate and Draft sent to Council.	<p>Q1 Draft marketing strategy</p> <p>Q2 Input received from the departments</p> <p>Q3 Attendance register and inputs received</p> <p>Q4 Adopted Marketing Strategy</p>	
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	Informed Senior Management and Council	Updated Media File by June 2015	Daily browsing of online newspapers	Daily browsing of online newspapers	Daily browsing of online newspapers	Daily browsing of Online Newspapers	Q1 Media File to be submitted Addressing of Media report.	
	Resolved Media queries.	Addressing of Media report.	Addressing of Media report.	Addressing of Media report.	Addressing of Media report.	Addressing of Media reports	Q2 Media File to be submitted Addressing of Media report.	
							Q3 Media File to be submitted Addressing of Media report.	
							Q4 Media File to be submitted Addressing of Media report.	

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**ANNEXURE B**

**PERSONAL DEVELOPMENT PLAN**

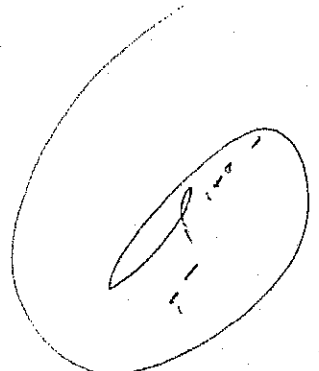
Entered into by and between

**[JOE MOROLONG LOCAL MUNICIPALITY]  
MS DORCAS MOREMI  
["the Employer"]**

and

**[MR T.M. BLOOM]  
(MUNICIPAL MANAGER)  
["the Employee"]**

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## **1. Personal Development Plan**

### **1.1.1 A Municipality should be committed to**

- (a) The continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and**
- (b) Managing training and development within the ambit of relevant national policies and legislation.**

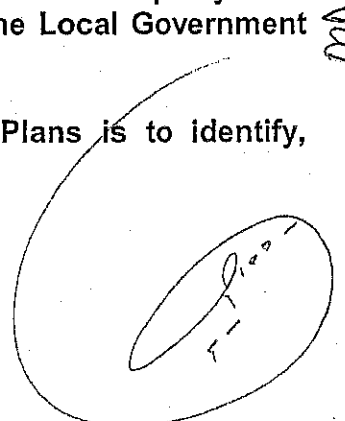
### **1.1.2 A Municipality should follow an integrated approach to Human Resource Management, that is:**

- (a) Human resource development forms an integral part of human resource planning and management.**
- (b) In order for training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals and career pathing.**
- (c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs can be identified through performance management and appraisal.**
- (d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached and these should be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.**
- (e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.**

**1.1.3 The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs.**

### **1.1.4 Compiling the Personal Development Plan**

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(a) Competency assessment instruments, which are dealt with more specifically in Annexure B: 1 and 2, should be established to assist with the objective assessment of employees' actual competencies against their job specific competency profiles and managerial competencies at a given period in time with the purpose of identifying training needs or skills gaps.

(b) The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his / her employee, to compile a Personal Development Plan. The identified training needs should be entered into column 1 of Annexure B, entitled Skills / Performance Gap. The following should be carefully determined during such a process:

(i) Organizational needs, which include the following:

- Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
- The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
- Specific competency gaps as identified during the probation period and performance appraisal of the employee.

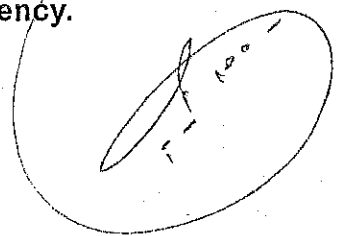
(ii) Individual training needs that are job / career related.

(c) Next, the prioritization of the training needs should be listed since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritized for purposes of accommodating critical / strategic training and development needs in the HR Plan, Personal Development Plans and the Workplace Skills Plan.

(d) Consideration must then be given to the expected outcomes, to be listed in column 2 of Annexure B, so that once the intervention is completed the impact it had can be measured against relevant output indicators.

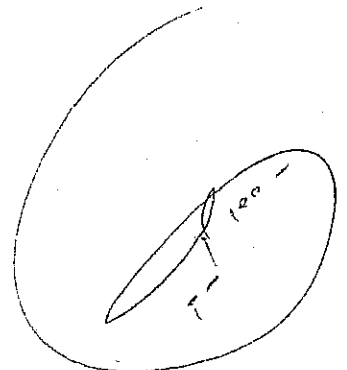
(e) An appropriate intervention should be identified to address training needs / skills gaps and the outcome to be achieved but with due regard to cost effectiveness. These should be listed in column 3 of Annexure B, entitled: Suggested training and / or development activity in line with the National Qualifications Framework, which could enable the trainee to obtain recognition towards a qualification for training undertaken. It is important to determine through the Training Human Resource Development / Skills Development Unit within the municipality whether unit standards have been developed and registered with the South African Qualifications Authority that are in line with the skills gap and expected outcomes identified. Unit standards usually have measurable assessment criteria to determine achieved competency.

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- (f) Guidelines regarding the number of training days per employee and the nominations of employees: An employee should on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training interventions.
- (g) The suggested mode of delivery refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity should impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him / her to read e.g. legislation]; internal or external training provision; coaching and / or mentoring and exchange programmes, etc.
- (h) The suggested time frames enable managers to effectively plan for the annum e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.
- (i) Work opportunity created to practice skill / development areas, in column further ensures internalization of information gained as well as return on investment (not just a nice to have skill but a necessary to have skill that is used in the workplace).
- (j) The final column provides the employee with a support person that could act as coach or mentor with regard to the area of learning.

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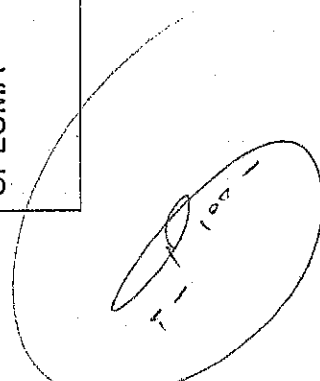


## Personal Development Plan of T.M. BLOOM

Compiled on the 29<sup>TH</sup> JULY 2014

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 Frames	6. Work opportunity created to practice skill / development area	7. Support Person
Best practices for achieving clean audit	Improve audit outcome towards clean audit.	Workshop on best practices for achieving clean	Workshop and bench marking with similar successful institutions of our nature of business	12 months	Financial	Mayor
Project management	Improve project management	Enrolment with institution of higher learning	Attendance	6 months	Strategic	Mayor
Compliance to new legislation on town planning, including SPLUMA	Compliance to legislation	Workshop on SPLUMA and other new legislations relating to town planning	Workshop and bench marking with similar successful institutions of our nature of business	6 months	Strategic	Mayor

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 T.M. Bloom  
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Appraise Performance of Managers	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 I	External provider, in line with identified unit standard and not exceeding R 6 000	6 months	Appraisal of managers reporting the MM	Mayor
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**MUNICIPAL MANAGER**

Signature:.....

**MAYOR**

Signature:.....

# JOE MOROLONG LOCAL MUNICIPALITY



JOE MOROLONG  
LOCAL MUNICIPALITY

## PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

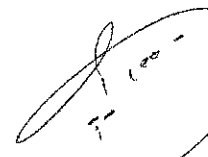
THE MUNICIPALITY OF JOE MOROLONG AS  
REPRESENTED BY THE MUNICIPAL MANAGER:  
MR TSHEPO MACDONALD BLOOM

AND

THE EMPLOYEE OF THE MUNICIPALITY  
DIRECTOR: PLANNING AND DEVELOPMENT DEPARTMENT  
MR KEMOTHIBILE VINCENT PHIRI

FOR THE

FINANCIAL YEAR: 1 JULY 2014 – 30 JUNE 2015

  
Bk K.V. Phiri

## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Municipality of Joe Morolong Local Municipality herein represented by Mr. TM Bloom in his capacity as the Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

And

Mr K.V Phiri as the Employee of the Municipality of Joe Morolong Local Municipality (hereinafter referred to as the **Employee**).

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 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 the **Employee** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

#### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 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;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the **Employee** for permanent employment and/or to assess whether the **Employee** has met the performance expectations applicable to his' job;
- 2.6 Appropriately reward the **Employee** in accordance with the **Employer's** performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the **Employer's** commitment to a performance-orientated relationship with the **Employee** in attaining equitable and improved service delivery.

### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1<sup>st</sup> July 2014** and will remain in force until **30 June 2015**, 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.
- 3.2 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.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.4 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.
- 3.5 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 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 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 system as applicable to the **Employee**.

**6 THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS**

6.1 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.

6.2 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.

6.2.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Competencies (CMCs) respectively.

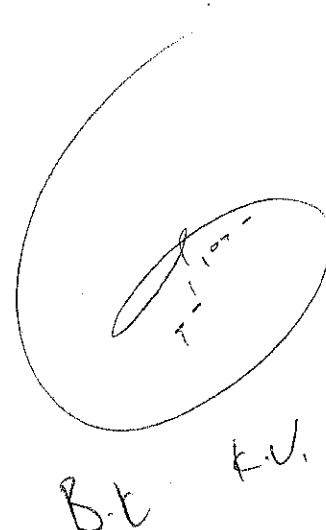
6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

6.2.3 KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.

6.3 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 KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	15
Municipal Institutional Development and Transformation	30
Local Economic Development (LED)	0
Municipal Financial Viability and Management	20
Good Governance and Public Participation	35
<b>Total</b>	<b>100%</b>

6.4 The CMCs will make up the other 20% of the **Employee's** assessment score. CMCs 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**:



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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
Knowledge Management		5
Service Delivery Innovation		10
Problem Solving and Analytical Thinking		5
People and Diversity Management		5
Client Orientation and Customer Focus		5
Communication		5
Accountability and Ethical Conduct		5
Policy conceptualisation and implementation		5
Mediation skills		5
Advanced negotiation skills		5
Advanced influencing skills		5
Partnership and Stakeholder Relations		5
Supply Chain Management		5
		100%

## 7. EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) to this Agreement sets out -

- 7.1.1 The standards and procedures 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:**

- (a) 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.
- (b) An indicative rating on the five-point scale should be provided for each KPA.

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- (c) The applicable **assessment rating calculator** (refer to paragraph 6.5.3 below) **must then be used to add the scores and calculate a final KPA score.**

**7.5.2 Assessment of the CMCs**

- (a) Each CMC should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each CMC.

- (c) The applicable **assessment rating calculator** (refer to paragraph 6.5.1) **must then be used to add the scores and calculate a final CMC score.**

**7.5.3 Overall rating**

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

7.6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and CMCs:

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.					
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.					

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Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					

7.7 For purposes of evaluating the performance of the **Employee**, an evaluation panel constituted by the following persons will be established –

- 7.7.1 Municipal Manager
- 7.7.2 Chairperson of the Audit Committee;
- 7.7.3 A member of EXCO;
- 7.7.4 Manager responsible for PMS (secretariat)

## 8. SCHEDULE FOR PERFORMANCE REVIEWS

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

- First quarter : July – September
- Second quarter : October – December
- Third quarter : January – March
- Fourth quarter : April – June

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

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

8.4 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.

8.5 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.

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## 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 to assist 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.

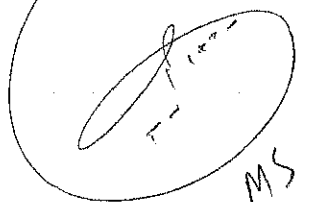
## 12. MANAGEMENT OF EVALUATION OUTCOMES

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 months (12) 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 –

  
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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.

**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 –

13.1.1 The MEC for Cooperative Governance, Human Settlement and Traditional Affairs in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or

13.1.2 Any other person appointed by the MEC.

13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

**14. GENERAL**

14.1 The contents of this 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 contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Churchill on this the 29 day of July 2014

**AS WITNESSES:**

1. [Signature]

[Signature]  
**EMPLOYEE**

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

**AS WITNESSES:**

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

[Signature]  
**MUNICIPAL MANAGER**

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

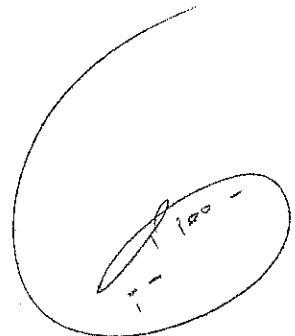
**ANNEXURE A**  
**IMPLEMENTATION PLAN**  
**(SERVICE DELIVERY BUDGET IMPLEMENTATION PLAN)**

Entered into by and between

**[JOE MOROLONG LOCAL MUNICIPALITY ]**  
**MR TSHEPO MACDONALD BLOOM**  
**["the Employer"]**

and

**[MR K.V. PHIRI]**  
**(DIRECTOR: PLANNING AND DEVELOPMENT)**  
**["the Employee"]**

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## SECTION B: PERFORMANCE PLAN: PLANNING AND DEVELOPMENT

### 1. Purpose

The performance defines the Council's expectations of the Director's performance agreement of which this document is a part and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

### 2. Key responsibilities

The following objects of local government will inform the Director's performance against set performance indicators:

- Provide democratic and accountable government for local communities
- Ensure the provision of services to communities in a sustainable manner
- Promote social and economic development
- Provide a safe and healthy environment
- Encourage the involvement of communities and community organization in the matter of local government

### 3. Key Performance Areas

The following Key Performance Areas (KPAs) as outlined in Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers (2006), Government Gazette Nr 29089, inform the strategic objectives listed in the table below:

3.1 Institutional Municipal Transformation and Organizational Development

3.2 Basic Service Delivery and Infrastructure Development

3.3 Local Economic Development (LED)

3.4 Municipal Financial Viability and Management

3.5 Good Governance and Public Participation

As well as the following core competency requirements:

CCR 1: Core Municipal Competencies

CCR 2: Core Occupational Competencies


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## Personal Development Plan of K.V. PHIRI

Compiled on the 29<sup>TH</sup> JULY 2014

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 Frames	6. Work opportunity created to practice skill / development area	7. Support Person
Best practices for achieving clean audit	Improve audit outcome towards clean audit.	Workshop on best practices for achieving clean	Workshop and bench marking with similar successful institutions of our nature of business	12 months	Financial	Municipal manager
Project management	Improve project management	Enrolment with institution of higher learning	Attendance	6 months	Strategic	Municipal manager
Compliance to new legislation on town planning, including SPLUMA	Compliance to legislation	Workshop on SPLUMA and other new legislations relating to town planning	Workshop and bench marking with similar successful institutions of our nature of business	6 months	Strategic	Municipal manager

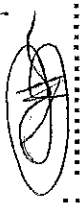
  
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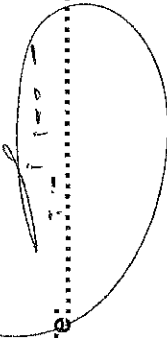
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Appraise Performance of Managers	The manager will be able to enter into performance agreements with all managers reporting to him / her, appraise them against set criteria, within relevant time frames	A course containing theoretical and practical application with coaching in the workplace following [	External provider, in line with identified unit standard and not exceeding R 6 000	6 months	Appraisal of managers reporting the MM	Municipal Manager: Training
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**DIRECTOR : PLANNING AND DEVELOPMENT**

Signature:  .....

**MUNICIPAL MANAGER**

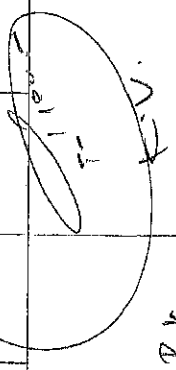
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Performance element	KPI (Key Performance Indicator)	Annual target	Qtr ending	Qtr ending	Qtr ending	Qtr ending	Portfolio Evidence	Weighing
			30 Sep 14	31 Dec 14	31 Mar 15	30 June 15		
			PROJ	PROJ	PROJ	PROJ		

**KEY PERFORMANCE AREAS (KPA)**

**KPA 1: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT**

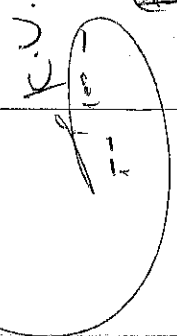
<b>Promote Good Governance</b>	Technical SDBIP and performance agreements developed and signed	1 report to Council on the developed and signed technical SDBIPs and performance agreements by September 2014	Report to Council on the developed and signed technical SDBIPs and performance agreement by July 2014				<b>Q 1</b> 1. Copy of technical SDBIPs and signed performance agreements	10
<b>Promote Good Governance</b>	Number of reports on the development of work plans for all employees	1 report on the development of work plans for all employees by September 2014	1 report to be done by September 2014				Report on work plans developed	5
<b>Promote Good Governance</b>	Number of performance reports on Top layer SDBIP submitted	4 performance reports submitted and adopted by Council on June 2015	1 municipal performance report on Top layer SDBIP for the previous financial year	1 municipal performance report on Top layer SDBIP for the 1 <sup>st</sup> quarter submitted and adopted by	1 municipal performance report on Top layer SDBIP for the 2 <sup>nd</sup> quarter submitted and adopted by Council by January 2015	1 municipal performance report on Top layer SDBIP for the 3 <sup>rd</sup> quarter submitted and adopted by Council by March 2015	Four Quarterly performance report, one report per quarter	5


  
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<b>Promote Good Governance</b>	Number of annual reports submitted	1 Annual report adopted and submitted to COGHSTA, Provincial Legislature, Provincial and National Treasury by December 2014	2013/14 submitted and adopted by Council by September 2014	Council by December 2014	Annual report adopted and submitted to COGHSTA, Provincial Legislature, Provincial and National Treasury by Dec 2014	<b>Q 2</b> 1.Copy of annual report 2.Minutes and council resolution number 3.Aknowldgement letters from COGHSTA, provincial legislature, provincial and national treasury	5
<b>Promote Good Governance</b>	Number of oversight report submitted	1 Oversight report adopted by Council and submitted to COGHSTA, Provincial Legislature, Provincial and National Treasury by March 2015		1 Oversight report adopted by Council and submitted to COGHSTA, Provincial Legislature, Provincial and National Treasury by March 2015		<b>Q 3</b> 1.Copy of oversight report 2.council minutes and resolutions number 3.Aknowldgement letters	5
<b>Total</b>							30

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Performance element	KPI (Key Performance Indicator)	Annual target	Qtr ending			Qtr ending	Portfolio Evidence	Weighing
			30 Sep 14	31 Dec 14	31 Mar 15			
<b>KPA 2: BASIC SERVICE DELIVERY</b>								
<b>Town planning (Institutional Readiness)</b>	Number of established municipal cooperation	1 municipal cooperation established by September 2014	PROJ	PROJ	PROJ	PROJ	<b>Q 1</b> 1. Need assessment report 2. Council resolution on the established municipal cooperation	1
<b>Town planning (Institutional Readiness)</b>	Number of delegation of powers to MM and certain senior managers to facilitate the establishment of the municipal land use regulators	1 Council resolution on delegation of powers to the MM and certain senior managers by September 2014	PROJ				Draft delegation of powers  Present to council for approval by September 2014	1
<b>Town planning (Institutional Readiness)</b>	Number of organogram to make provision for SPLUMA activities	1 organogram to address SPLUMA activities by September 2014		Established Planning and Development Directorate in line with COGHSTA regulations			<b>Q 2</b> 1. Reviewed organogram 2. Council resolution	1

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Town planning (Institutional Readiness)	Number of IDP 2014/15 making provision for SPLUMA implementation	1 IDP catering for SPLUMA implementation by September 2014	Review or ament the IDP to cater for the implementation of SPLUMA Council to ensure SPLUMA compliance in the IDP Council to ensure alignment between SDF and IDP	Q 3 Reviewed IDP Council resolution	1
Town planning (Institutional Readiness)	Number of Land use bylaws promulgated	Council to promulgate Land use bylaws by June 2015	Draft Land use bylaws submitted to Council by March 2015	Q 1 Bylaws Council resolution	1
Town planning (Establishment of municipal tribunal)	Number of municipal tribunal established	1 tribunal established through the correct procedures	Drafting of Land use bylaws by September 2014 To determine whether a single or joint tribunal to be established Resolution to tribunal option Report back to NC SPLUMA Forum on this matter Publish notice on operation of tribunal Consultation between	Q 1 1.List of tribunal members 2.Council resolution 3.Public notice 4.MOU signed between municipalities 5.Code of conduct for members	1

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<p><b>Town planning (Establishment of municipal tribunal)</b></p>	<p>Number of selected and appointed members of J/MPT</p>	<p>1 joint municipal planning tribunal by September 2014</p>	<p>municipalities to decide on joint tribunal MOU signed by municipalities Gazette MOU Council resolution on the code of conduct</p>	<p>MM identifies pool of potential members. MM secures commitment from pool of potential members. MM report to Council on nomination of non-official members. Council resolution to call for nominations. Publish call for nominations in newspapers.</p>	<p>Screening- apply selection criteria. Select internal official members. Select non-official members. Select Chair/Deputy MM prepares report to Council for appointment of members including the code of conduct. Council resolution confirming appointments. Publish notice of J/MPT members</p>			<p><b>Q 2</b> 1.Appointment letters for members serving in the tribunal 2.Council resolution for approval</p>	<p>1</p>
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<p><b>Town planning (Establishment of municipal tribunal)</b></p>	<p>Number of support for operational requirements for the tribunal.</p>	<p>1 support development program for the smooth operation of the tribunal by September 2014</p>	<p>Municipalities have to confirm the following operational requirements for MPTs: - Secretariat/Admin ; Offices; Budget; In terms of the budget council should consider: Option 1: SACPLAN tariffs with AA tariffs for travel; R1500/hour * 5 interactions * 2 Professional people * 25 LMs * 12 meetings. This is based on the prescribed professional fees of SACPLAN; Option 2: Fixed tariff per application with</p>	<p>in PG and newspapers MM to provide council resolution to members of the MPT to confirm their appointment</p>					<p>1</p>
<p><b>Q1</b> Approved programme developed for the smooth operation of the tribunal</p>									

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AA tariffs;  
 Option 3: Fixed tariff /month with AA tariffs for travelling; Frances Baard DM: R900/meeting /professional (3 professionals) 12 months = R97 000; total budget R210 000.00). Distances; amount of applications; limited private sector availability should inform council's decision;

- professional planner support; Municipal members/other governmental officials of MPT will have to be paid for S&T. So municipalities must budget for this expense. Cost structure for other professions also to be determined.

Procedures - site inspection,

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<p><b>Town Planning (Establishment of appeal authority)</b></p>	<p>Number of appeal authority and procedures to be established/ formulated</p>	<p>1 appeal authority and procedures be established/ formulated by September 2014</p>	<p>hearings, notification, more information; registry; • reasons for decisions and notices of decisions; • agenda; • notice of tribunal meeting; tribunal procedures; • remuneration of non-official members; • apportionment of operating costs; Council to provide guidance i.t. S 23 (1) (a), (b) (Tribunal TOR)</p>					
			<p>Determine institutional form of appeal authority. The municipality to decide on one of the following: Executive authority External body appointed by municipality Body established in terms of the provincial</p>				<p><b>Q 1</b> Members of appeal authority body  Council resolution</p>	<p><b>1</b></p>

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<p><b>Town Planning</b> (Ability to receive and process an application and</p>	<p>Ability to receive and process an application and</p>	<p>Staff identified to deal with applications</p>	<p>legislation - Appeals authority to be constituted - Municipalities to put in place admin and secretariat support for appeal body - Municipalities to put a council procedure in place for ensuring that MM registers and processes appeals in the case where council is the appeal body - Council resolution Detail processes relating to the lodgment, consideration and determination of appeals including the request, receipt and consideration of professional advice to the appeal authority</p>	<p>Monitoring</p>	<p>Monitoring</p>	<p>Monitoring</p>	<p>Monitoring</p>	<p>Q1 List of staff members identified</p>	<p>-</p>
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application)	number of staff identified for work to be executed							
<b>Town Planning (Ability to receive and process an application)</b>	Number of systems in place for the processing of an application	1 system in place for receiving and processing of application by September 2014	Put systems in place to receive and process an application, hard/software. The system will be manual Categorise development applications to determine which ones will end up with the MPT				<b>Q 1</b> System used for receiving and processing application	1
<b>Town Planning (Ability to receive and process an application)</b>	Number of reviewed existing tariff structure in place including bulk services contribution	To review existing tariffs and submit to council for approval by September 2014	Review existing tariffs annually as a revision of council tariffs (MFMA regulations) - Presents to council for approval. Review all by-laws and ordinances relating to the fees, rates and levies payable for SPLUMA and related activities (incl tariff policy) is undertaken				<b>Q 1</b> Council resolution	1

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<b>Town Planning and Capacity Building Program)</b>	Number of training and Capacity Building Program for council	Training and capacity building program for council by September 2014	Municipal councils to avail themselves for planned training sessions					<b>Q 1</b> Attendance register	-
<b>Town Planning and Capacity Building Program)</b>	Number of trained MPT members	Training of MPT members by September 2014	Identify members to be trained Capacitated LMs to assist municipalities in need with the required expertise					<b>Q 1</b> Attendance register	1
<b>Town Planning and Capacity Building Program)</b>	Number of administrative officials to be trained	Administrative officials to be trained by September 2014	Identify officials to be trained Training commence					<b>Q 1</b> Attendance register	1
<b>Town planning (Spatial Development Frameworks)</b>	Number of reviewed SDF that is SPLUMA compliant.	1 reviewed SDF that is SPLUMA compliant by June 2015	Implement remedial action the DRDLR will propose in terms of their assessment of existing SDF	Budget provisions for development of the SDF (Approximately R800 000.00. to be consider during the adjustment budget process	Develop an approve SPLUMA compliant SDF with land audit included.			<b>Q 4</b> Reviewed SDF Council resolution	1
<b>Town Planning (Land use schemes)</b>	Number of Developed SPLUMA compliant LUS.	1 developed SPLUMA compliant LUS by June 2015		Make budgetary provisions for the development of a LUS (Approximately R1500,000.00) This to be considered in the adjustment budget review process	Put processes and procedures in place to ensure that the Council prepares and adopts a single land use scheme for the entire municipal area within five years from the			<b>Q 4</b> Developed LUS Council resolution	1

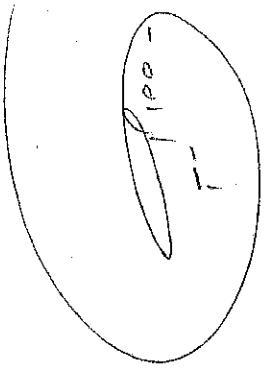
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											commencement of SPLUMA Municipalities to develop an approved SPLUMA compliant LUS with land use survey included		
<b>Total</b>													15

Performance element	KPI (Key Performance Indicator)	Annual target	Qtr ending		Qtr ending		Qtr ending		Portfolio Evidence	Weighing
			30 Sep 14	31 Dec 14	31 Mar 15	30 June 15	PROJ	PROJ		
<b>KPA 4: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT</b>										
<b>Promote Good Governance</b>	Number of section 72 report submitted	1 section 72 report submitted and adopted by Council by 25 January 2015							<b>Q 3</b> 1. Copy of section 72 report 2. Minutes and council resolution number	10
									Section 72 report submitted and adopted by Council by 25 January 2015	


  
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<b>Promote Good Governance</b>	Improved Audit Report	1 Unqualified Report by November 2014	Timeous compilation and submission of Annual Performance Reports and Annual Financial Statement by 31 August 2014	Responding to all audit findings by 15 November 2014 Compilation of the Audit Action Plan by December 2014.	Submission of the Audit report to Council and discussion with the community by March 2015	Preparing books for new annual financial statements by June 2015	Q 1 Council minutes and resolution Q 2 Management report Q 3 Council minutes and resolution	10
<b>Total</b>								<b>20</b>

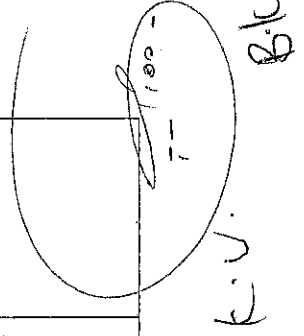
Performance element	KPI (Key Performance Indicator)	Annual target	Qtr ending		Qtr ending	Qtr ending	Portfolio Evidence	Weighing
			30 Sep 14	31 Dec 14				
<b>KPA 5: GOOD GVERNANCE AND PUBLIC PARTICIPATION</b>								
<b>Promote Good Governance</b>	Number of departmental meetings held	12 departmental meetings held by June 2015	3 departmental meetings held by September 2014	3 departmental meetings held by December 2014	3 departmental meetings held by March 2015	3 departmental meetings held by June 2015	12 signed copies of departmental meetings minutes	5
<b>Deliver Collaborative Solutions</b>	Number of IDP Rep Forum meetings to be held	4 Rep Forum meetings to be held by June 2015	1 Rep Forum meeting to be held by September 2014	1 Rep Forum meeting to be held by December 2014	1 Rep Forum meeting to be held by March 2015	1 Rep Forum meeting to be held by June 2015	Four signed minutes of IDP Rep Forum meetings. 1 Rep Forum	5

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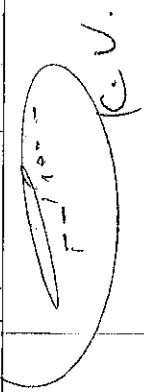
	<b>Promote public participation</b>	Number of IDP/ Budget community consultation meetings in 15 wards	2 IDP/ Budget community consultation in 15 wards by June 2015	Submit schedule of consultations to Council for approval by September 2014	1 IDP community consultation by December 2014	Submit schedule of IDP/Budget consultations to Council for approval by March 2014	1 IDP/Budget community consultation by June 2015		meeting per quarter	5
	<b>Promote Good Governance</b>	Number of reports on Annual performance assessment of the municipal manager and managers reporting directly to the municipal manager	1 Annual performance assessment report 2013/14 FY submitted and adopted by Council by September 2014	1 report on Annual performance assessment for the 2013/14 FY by September 2014	1 quarterly performance assessment report for the 1 <sup>st</sup> quarter submitted and adopted by Council by October 2014	1 quarterly performance assessment report for the 2 <sup>nd</sup> quarter submitted for and adopted by Council by January 2015	1 quarterly performance assessment report for the 3 <sup>rd</sup> quarter submitted and adopted by Council by April 2015		meeting per quarter	5


  
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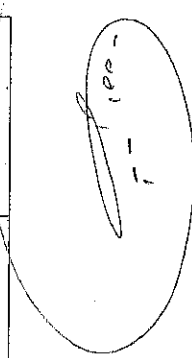


		manager and managers reporting directly to the municipal manager by June 2015					quarter and Council resolutions and signed minutes	
<b>Promote Good Governance</b>	Number of IDP/Budget compiled	1 IDP/Budget for 2015/16 FY submitted and adopted by Council on May 2015	Prepare the IDP/Budget document for 2015/16 by Sept 2014	Submit draft IDP/Budget to Council for noting by Dec 2014	Tabling of the draft reviewed IDP/Budget to Council by March 2015	Tabling of the final reviewed IDP/Budget to Council for Approval by 31 May 2015	<b>Q 2</b> 1.Draft IDP/Budget minutes and resolution for noting <b>Q 3</b> 1. Draft IDP/Budget minutes and resolution for approval <b>Q 4</b> 1. Final IDP/Budget minutes and resolution	5
<b>Promote Good Governance</b>	Number of reports on IDP/Budget consultation meetings	2 reports on IDP/ Budget community consultation meetings in all wards	Prepare schedule and presentation by September 2014	Advertise the schedule for the IDP consultation meetings in the local newspaper by October 2014	Prepare schedule for the IDP/Budget consultations by March 2015 Advertise the schedule for the IDP/Budget consultation	1 report on IDP/Budget consultation submitted and approved by Council by May 2015	1.Schedule for meetings 2.Report on IDP consultation meetings 3. Council resolutions	-


  
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<b>Promote Good Governance</b>	Number of IDP process plan developed	1 IDP process plan developed and adopted by Council by 31 August 2014	Process plan to be adopted in 31 August 2014	Implementation of the process plan	Implementation of the process plan	meetings in the local newspaper by March 2015	consultation submitted and approved by Council by December 2014	Implementation of the process plan	5	<b>Q 1</b> 1. Copy of IDP Process plan 2. Council minutes 3. Council resolution number <b>Q 2, 3 and 4</b> Progress reports regarding the activities in the IDP process plan
<b>Promote Good Governance</b>	Implementation of the IDP process plan	4 quarterly reports on the implementation of the IDP Process plan June 2015	1 quarterly reports on the implementation of the IDP Process plan by September 2014	1 quarterly reports on the implementation of the IDP Process plan by December 2014	1 quarterly reports on the implementation of the IDP Process plan by March 2015	1 quarterly reports on the implementation of the IDP Process plan by June 2015	Progress reports regarding the activities in the IDP process plan	5	35	
<b>Total</b>										


  
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**ANNEXURE B**

**PERSONAL DEVELOPMENT PLAN**

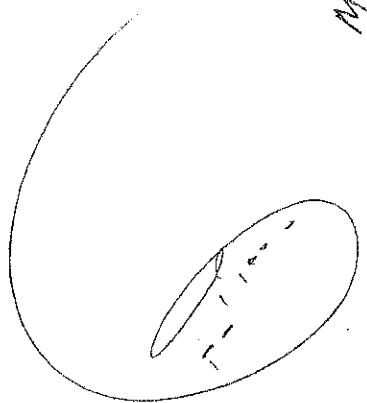
Entered into by and between

**[JOE MOROLONG LOCAL MUNICIPALITY]  
MR TSHEPO MACDONALD BLOOM  
["the Employer"]**

and

**[MR K.V. PHIRI]  
(DIRECTOR: PLANNING AND DEVELOPMENT)  
["the Employee"]**

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K.V.  
BK

A large, handwritten signature in black ink, appearing to be 'K.V. Phiri', is written in the bottom right corner of the page. The signature is enclosed within a large, hand-drawn oval shape. To the right of the signature, the letters 'MS' are written vertically. Below the signature, the initials 'K.V.' and 'BK' are written on two separate lines.

## **1. Personal Development Plan**

### **1.1.1 A Municipality should be committed to**

**(a) The continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and**

**(b) Managing training and development within the ambit of relevant national policies and legislation.**

### **1.1.2 A Municipality should follow an integrated approach to Human Resource Management, that is:**

**(a) Human resource development forms an integral part of human resource planning and management.**

**(b) In order for training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals and career pathing.**

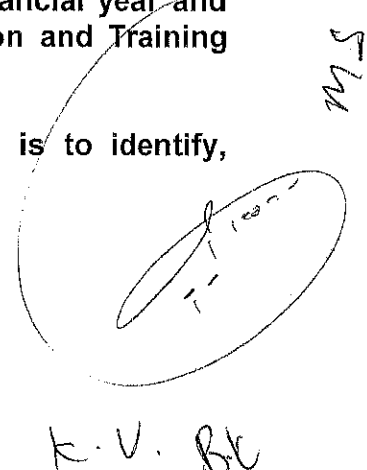
**(c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs can be identified through performance management and appraisal.**

**(d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached and these should be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.**

**(e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.**

**1.1.3 The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs.**

### **1.1.4 Compiling the Personal Development Plan**

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(a) Competency assessment instruments, which are dealt with more specifically in Annexure B: 1 and 2, should be established to assist with the objective assessment of employees' actual competencies against their job specific competency profiles and managerial competencies at a given period in time with the purpose of identifying training needs or skills gaps.

(b) The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his / her employee, to compile a Personal Development Plan. The identified training needs should be entered into column 1 of Annexure B, entitled Skills / Performance Gap. The following should be carefully determined during such a process:

(i) Organizational needs, which include the following:

- Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
- The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
- Specific competency gaps as identified during the probation period and performance appraisal of the employee.

(ii) Individual training needs that are job / career related.

(c) Next, the prioritization of the training needs should be listed since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritized for purposes of accommodating critical / strategic training and development needs in the HR Plan, Personal Development Plans and the Workplace Skills Plan.

(d) Consideration must then be given to the expected outcomes, to be listed in column 2 of Annexure B, so that once the intervention is completed the impact it had can be measured against relevant output indicators.

(e) An appropriate intervention should be identified to address training needs / skills gaps and the outcome to be achieved but with due regard to cost effectiveness. These should be listed in column 3 of Annexure B, entitled: Suggested training and / or development activity in line with the National Qualifications Framework, which could enable the trainee to obtain recognition towards a qualification for training undertaken. It is important to determine through the Training Human Resource Development / Skills Development Unit within the municipality whether unit standards have been developed and registered with the South African Qualifications Authority that are in line with the skills gap and expected outcomes identified. Unit standards usually have measurable assessment criteria to determine achieved competency.

MS  
K.V.  
B.K

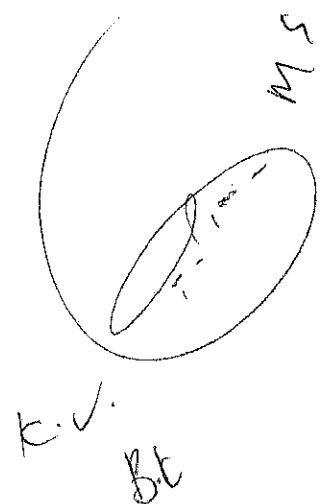
(f) Guidelines regarding the number of training days per employee and the nominations of employees: An employee should on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training interventions.

(g) The suggested mode of delivery refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity should impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him / her to read e.g. legislation]; internal or external training provision; coaching and / or mentoring and exchange programmes, etc.

(h) The suggested time frames enable managers to effectively plan for the annum e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.

(i) Work opportunity created to practice skill / development areas, in column further ensures internalization of information gained as well as return on investment (not just a nice to have skill but a necessary to have skill that is used in the workplace).

(j) The final column provides the employee with a support person that could act as coach or mentor with regard to the area of learning.



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## Personal Development Plan of K.V. PHIRI

Compiled on the 29<sup>TH</sup> JULY 2014

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 Frames	6. Work opportunity created to practice skill / development area	7. Support Person
Best practices for achieving clean audit	Improve audit outcome towards clean audit.	Workshop on best practices for achieving clean	Workshop and bench marking with similar successful institutions of our nature of business	12 months	Financial	Municipal manager
Advanced project management	Improve project management	Enrolment with institution of higher learning	Attendance	6 months	Strategic	Municipal manager
Compliance to new legislation on town planning, including SPLUMA	Compliance to legislation	Workshop on SPLUMA and other new legislations relating to town planning	Workshop and bench marking with similar successful institutions of our nature of business	6 months	Strategic	Municipal manager

K.V. Phiri  
BK

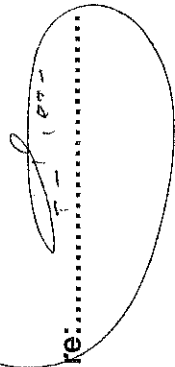
MS

Appraise Performance of Managers	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 [	External provider, in line with identified unit standard and not exceeding R 6 000	6 months	Appraisal of managers reporting the MM	Municipal Manager: Training
----------------------------------	---	--	--	----------	--	-----------------------------

**DIRECTOR : PLANNING AND DEVELOPMENT**

Signature:  .....

**MUNICIPAL MANAGER**

Signature:  .....

B.G.

M.S



# JOE MOROLONG LOCAL MUNICIPALITY



JOE MOROLONG  
LOCAL MUNICIPALITY

## PERFORMANCE AGREEMENT FOR SECTION 57 EMPLOYEES

MADE AND ENTERED INTO BY AND BETWEEN:

THE JOE MOROLONG LOCAL MUNICIPALITY AS  
REPRESENTED BY THE MUNICIPAL MANAGER,

**MR TSHEPO MACDONALD BLOOM**  
(FULL NAMES)

AND

**MRS B.D MOTLHAPING**  
(CHIEF FINANCIAL OFFICER)  
THE EMPLOYEE OF THE MUNICIPALITY)

For the Financial Year:

1 JULY 2014 - 30 JUNE 2015

D.D

T.J.G.

A large handwritten signature in black ink, with the date "11/07/15" written below it.

A handwritten signature in black ink.

## PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Municipality of Joe Morolong Local Municipality herein represented by Mr Tshepo Macdonald Bloom in his capacity as Municipal Manager (hereinafter referred to as the Employer or Supervisor)

and

Mrs B.D Motlhaping, Employee of the Municipality of Joe Morolong Local Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

### 1. INTRODUCTION

1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".

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 the Employee to a set of outcomes that will secure local government policy goals.

1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to

2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;

2.2 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;

2.3 specify accountabilities as set out in the Service Delivery Budget Implementation Plan (Annexure A);

2.4 monitor and measure performance against set targeted outputs;

2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to assess whether the Employee has met the performance expectations applicable to his/her job;

2.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and

2.7 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

### 3 COMMENCEMENT AND DURATION

3.1 This Agreement will commence on the 1<sup>ST</sup> July 2014 and will remain in force until 30<sup>th</sup> June 2015 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.

3.2 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.

3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

3.4 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.

3.5 If time during the validity of this Agreement the work environment alters at any (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 Service Delivery Budget Implementation Plan 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 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 SYSTEMS

5.1 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.

5.2 The Employee accepts that the purpose of the performance management 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 system as applicable to the Employee.

6 The Employee agrees to participate in the performance management and development system that the Employer adopts.

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

6.2 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.

6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Competencies (CMCs) respectively.

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

6.2.3 KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.

*J. S. G.*  
*D. D.*  
*[Signature]*

14.2 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.

CHURCHILL

Thus done and signed at .....<sup>29</sup> on the <sup>29</sup> day of <sup>JULY</sup> 20<sup>14</sup>.....

**AS WITNESSES:**

1. .....  
*Boonase*

2. .....  
*Janet*

**EMPLOYEE:** .....  
*[Signature]*

**MUNICIPAL MANAGER:** .....  
*[Signature]*


**ANNEXURE A**  
**IMPLEMENTATION PLAN**  
**(SERVICE DELIVERY BUDGET IMPLEMENTATION PLAN)**

Entered into by and between

**[JOE MOROLONG LOCAL MUNICIPALITY ]**  
**MR TSHEPO MACDONALD BLOOM**  
**["the Employer"]**

and

**[MRS B.D MOTLHAPING]**  
**(CHIEF FINANCIAL OFFICER)**  
**["the Employee"]**



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## **SECTION B: PERFORMANCE PLAN: FINANCE DEPARTMENT**

### **1. Purpose**

The service delivery budget implementation plan defines the Council's expectations of the Municipal Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

### **2. Key responsibilities**

The following objects of local government will inform the Municipal Manager's performance against set performance indicators:

- 2.1 To provide the efficient and effective financial management and business operations.
- 2.2 To improve strategies for the improvement of revenue, i.e. debt management.
- 2.3 To provide accurate and relevant financial information for decision making.
- 2.4 Ensure financial prudent compliance with Internal Audit and unqualified audits by the Auditor General.
- 2.5 To enhance efficient and effective expenditure and supply chain management.
- 2.6 To promote local economic development and job creation.
- 2.7 Maintain the municipal asset register
- 2.8 Management of cash and bank
- 2.9 Compliance with relevant legislation

### **3. Key Performance Areas**

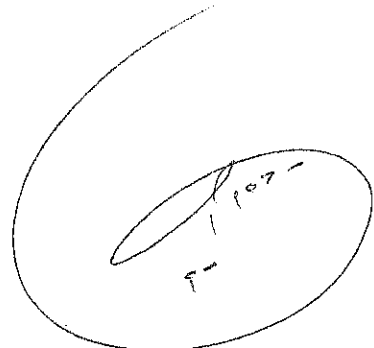
The following Key Performance Areas (KPAs) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

- 3.1 Municipal Transformation and Organizational Development.
- 3.2 Infrastructure Development and Service Delivery.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5.1 Good Governance and Public Participation

As well as the following core competency requirements:



CCR 1: Core Municipal Competencies

CCR 2: Core Occupational Competencies



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PERFORMANCE ELEMENT	KPI (KEY PERFORMANCE INDICATOR)	ANNUAL TARGET	QTR ENDING		QTR ENDING		QTR ENDING		PORTFOLIO OF EVIDENCE	WEIGHT (%)
			30 SEP 14	31 DEC 14	31 MAR 15	30 JUN 15	PROJ	PROJ		
<b>KPA 1: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT</b>										
Increase revenue	Number of reports on the number of meter readings taken and captured	12 reports on the number of meter readings and captured by June 2015	3 reports on the number of meter readings taken and captured by September 2014	3 reports on the number of meter readings taken and captured by December 2014	3 reports on the number of meter readings taken and captured by March 2015	3 reports on the number of meter readings taken and captured by June 2015	12 system generated route lists reports. 12 Exception reports	5		
Manage supply chain management section	Number of SCM staff trained	3 officials trained by September 2014	3 officials trained on SCM by September 2014				Certificates and Attendance register	2		
Manage revenue section	Number of revenue officials recruited and trained in the Finance department	1 revenue official recruited by December 2014	1 post advertised by September 2014	1 post filled and staff trained by December 2014			Appointment letter Training Certificates/ and or Attendance registers	3		


  

  
 T.S.A. D.D



PERFORMANCE ELEMENT	KPI (KEY PERFORMANCE INDICATOR)	ANNUAL TARGET	QTR	QTR	QTR	QTR	QTR	PORTFOLIO	WEIGHT
			ENDING	ENDING	ENDING	ENDING	ENDING	OF	
Invest in Infrastructure	% of capital budget actually spent on capital projects	100% of expenditure on capital project in infrastructure by June 2015	30 SEP 14	31 DEC 14	31 MAR 15	30 JUN 15	30 JUN 15	EVIDENCE	5
			PROJ	PROJ	PROJ	PROJ	PROJ		
			KPA 2: BASIC SERVICE DELIVERY AND INFRASTRUCTURAL DEVELOPMENT						
			25% of capital budget actually spent on capital projects by September 2014	40% of capital budget actually spent on capital projects by December 2014	20% of capital budget actually spent on capital projects by March 2015	15% of capital budget actually spent on capital projects by June 2015	Grants register.		
			PROJ	PROJ	PROJ	PROJ			

PERFORMANCE ELEMENT	KPI (KEY PERFORMANCE INDICATOR)	ANNUAL TARGET	QTR	QTR	QTR	QTR	QTR	PORTFOLIO	WEIGHT
			ENDING	ENDING	ENDING	ENDING	ENDING	OF	
			30 SEP 14	31 DEC 14	31 MAR 15	30 JUN 15	30 JUN 15	EVIDENCE	
			PROJ	PROJ	PROJ	PROJ	PROJ		
			KPA 3: LOCAL ECONOMIC DEVELOPMENT						

T.S.G. D.D

PERFORMANCE ELEMENT	KPI (KEY PERFORMANCE INDICATOR)	ANNUAL TARGET	QTR ENDING		QTR ENDING		QTR ENDING		PORTFOLIO OF EVIDENCE	WEIGHT
			30 SEP 14	31 DEC 14	31 MAR 15	30 JUN 15	PROJ	PROJ		
Manage revenue section	1 Tariffs Schedule approved by council by May 2015	1 Tariffs Schedule approved by council by May 2015			Community consultation by December 2015 Draft tariffs submitted to Council by March 2015	Final tariffs submitted to Council for approval by May 2015	Approved Tariff schedule Council resolution and signed minutes.	3		
	Number of reports on supplementary valuation rolls completed and submitted.	4 reports on the supplementary valuation rolls completed and submitted by June 2015	1 report on the supplementary valuation rolls completed and submitted by December 2014	1 report on the supplementary valuation rolls completed and submitted by March 2015	1 report on the supplementary valuation rolls completed and submitted by June 2015	4 reports on supplementary valuation rolls	5			
	Number of budget locking certificates submitted	2 budget locking certificates submitted by February 2015	1 budget locking certificate for the 2014/15 financial year by July 2014	1 budget locking certificate for the 2014/15 adjustment budget by February 2015	2 budget locking certificates	5				
	Number of reports on the payment of creditors within 30 days.	12 reports on the payment of creditors within 30 days by June 2015	3 reports on the payment of creditors within 30 days by September 2014	3 reports on the payment of creditors within 30 days by March 2015	3 reports on the payment of creditors within 30 days by June 2015	12 reports on the payment of creditors within 30 days by June 2015	3			

**KPA 4: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT**

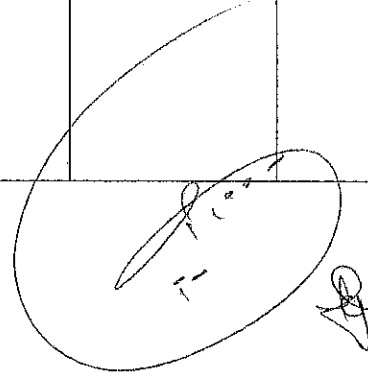
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										report Copy of file upload from the Treasury	5	
	Number of conditional grants expenditure reports submitted to council, PT, NT(FMG, MIG, EPWP, WSOG, O & M, MSIG RBIG and MWIG)		12 reports on conditional grants expenditur e reports submitted to council, PT, NT(FMG, MIG, EPWP, WSOG, O & M, MSIG, RBIG and MWIG) by June 2015		3 reports on conditional grants expenditure reports submitted to council, PT, NT(FMG, MIG, EPWP, WSOG, O & M, MSIG, RBIG and MWIG) by September 2014		3 reports on conditional grants expenditure reports submitted to council, PT, NT(FMG, MIG, EPWP, WSOG, O & M, MSIG, RBIG and MWIG) by March 2015		3 reports on conditional grants expenditure reports submitted to council, PT, NT(FMG, MIG, EPWP, WSOG, O & M, MSIG, RBIG and MWIG) by June 2015	12 reports on conditional grants expenditure reports submitted to council, PT, NT(FMG, MIG, EPWP, WSOG, O & M, MSIG, RBIG and MWIG)  Proof of electronic submission/ fax transmission report		
	Number of system of delegations developed and reviewed and submitted to Council and Provincial Treasury by September 2014		1 report of system of delegations reviewed by September 2014		1 report of system of delegations reviewed and submitted to Council and Provincial Treasury by September 2014					Copy of file upload from the Treasury	3	
										1 report of system of delegations reviewed and submitted to Council and Provincial Treasury by September 2014  Proof of electronic submission/ fax transmission report		

T-J-G  
 D.D

Manage supply chain management section	Number of reports for the contracts awarded submitted to council	12 reports for the contracts awarded submitted to council by June 2015	3 reports for the contracts awarded submitted to council by September 2014	3 reports for the contracts awarded submitted to council by December 2014	3 reports for the contracts awarded submitted to council by March 2015	3 reports for the contracts awarded submitted to council by June 2015	Council resolution and signed minutes	3
	Number of reports on the appointment and training of Bid committee members	2 reports on the appointment and training of Bid committee members by September 2014	2 reports on the appointment and training of Bid committee members by September 2014				Appointment letters of Bid committee members	3
	Number of reports on the update of suppliers database	4 reports on the update of suppliers database by June 2015	1 report on the update of suppliers database by September 2014	1 report on the update of suppliers database by December 2014	1 report on the update of suppliers database by March 2015	1 report on the update of suppliers database by June 2015	4 system generated report on the updated supplier database by June 2015	3
	Number of reports on the publication of contracts awarded on the municipal and Treasury website	4 reports on the publication of contracts awarded on the municipal website by June 2015	1 report on the publication of contracts awarded on the municipal website by September 2014	1 report on the publication of contracts awarded on the municipal website by December 2014	1 report on the publication of contracts awarded on the municipal website by March 2014	1 report on the publication of contracts awarded on the municipal website by June 2014	4 Reports on the publication of contracts awarded on the municipal website and Treasury website.	2

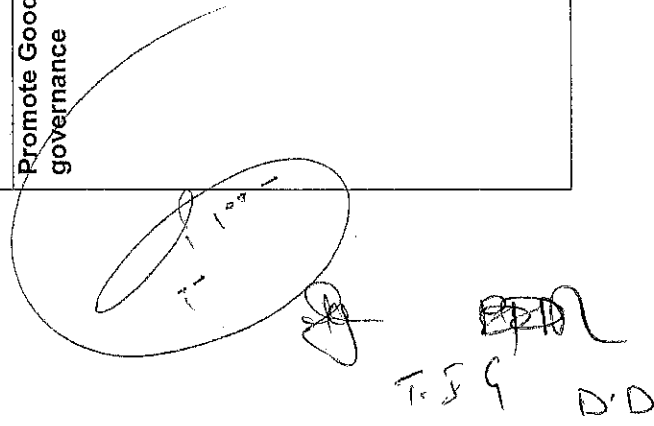

  
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Manage Asset management section	Number of reports on the update of GRAP compliant Asset register compiled and submitted to AG	12 monthly GRAP compliant asset register submitted to AG by June 2015	3 monthly GRAP compliant asset register submitted to AG by September 2014	3 monthly GRAP compliant asset register submitted to AG by December 2014	3 monthly GRAP compliant asset register submitted to AG by March 2015	3 monthly GRAP compliant asset register submitted to AG by June 2015	12 reports on the updated Asset register	2
	Number of reports on audit of heritage assets	1 report on the audit of heritage assets	Consultation of all stakeholders	Identification of Heritage assets	Verification of valuation of assets	Submit report to Council	1 report on the audit of heritage assets.	3
Implement cash flow management	Number of bank reconciliation completed	12 reports by June 2015	3 reconciliation report submitted to Council by September 2014	3 reconciliation report submitted to Council by December 2014	3 reconciliation report submitted by March 2015	3 reconciliation report submitted to Council by June 2015	12 monthly bank reconciliation reports completed and submitted to council by June 2015	5

T.S.G

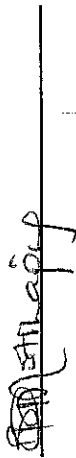
D.D

PERFORMANC E ELEMENT	KPI (KEY PERFORMANC E INDICATOR	ANNUAL TARGET	QTR ENDING		QTR ENDING		QTR ENDING		PORTFOLIO OF EVIDENCE	WEIGH T
			30 SEP 14	31 DEC 14	31 MAR 15	30 JUN 15	PROJ	PROJ		
<b>KPA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPATION</b>										
Improve credit ratings	% of arrears account written off.	100% of arrears written off by June 2015	50% of arrears written off (Data cleansing) and identifying potential rate payers	50% of arrears written off (Data cleansing) and identifying potential rate payers	(Indigent register)	1 Complete report on accounts written off	5			
	Number of reports on timeous billing of accounts	12 quarterly reports on billing of customers by June 2015	3 quarterly reports on billing of customers by September 2014	3 quarterly reports on billing of customers by December 2014	3 quarterly reports on billing of customers by March 2015	12 reports on timeous billing of customers	8			
Promote Good governance	Number of improved Audit reports by December 2014	1 Improved 2013/14 Audit Report	Preparing books for new 2013/14 annual financial statements. Timeous compilation and submission of the Annual Financial Statement and Annual Performance Reports by 31 August	Responding to all audit findings by 15 November 2014. Compilation of the Audit Action Plan by December 2014.	Submission of the Audit report to Council by March 2015	1 copy of AG report Acknowledgement of timeous receipt of the AFS. Audit Action Plan Management responses on Audit findings	10			


  
 T.S.G. D.D.

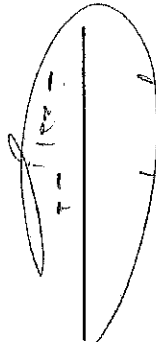
	Number of departmental meetings held by June 2015	12	Departmental meetings held by June 2015	2014	3	Departmental meetings held by September 2014	3	Departmental meetings held by December 2014	3	Departmental meetings held by March 2015	3	Departmental meetings held by June 2015	12 minutes of Departmental meetings held and signed. 12 Attendance registers	2

Signed and accepted by (CHIEF FINANCIAL OFFICER)



Date: 27/07/2014

Signed by the MUNICIPAL MANAGER on behalf of the Council



Date: 29/07/14

FJS



**ANNEXURE B**

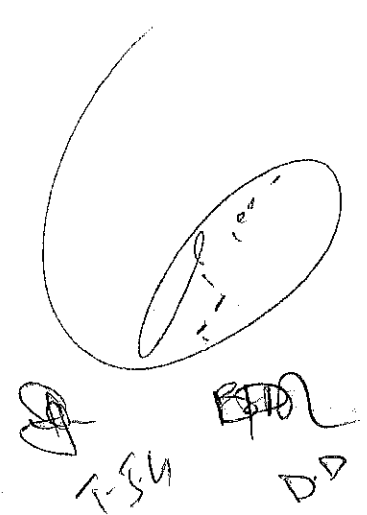
**PERSONAL DEVELOPMENT PLAN**

Entered into by and between

**[JOE MOROLONG LOCAL MUNICIPALITY]  
MR TSHEPO MACDONALD BLOOM  
["the Employer"]**

and

**[MRS B.D MOTLHAPING]  
(CHIEF FINANCIAL OFFICER)  
["the Employee"]**



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## 1. Personal Development Plan

### 1.1.1 A Municipality should be committed to

- (a) The continuous training and development of its employees to achieve its vision, mission and strategic objectives and empower employees; and
- (b) Managing training and development within the ambit of relevant national policies and legislation.

### 1.1.2 A Municipality should follow an integrated approach to Human Resource Management, that is:

- (a) Human resource development forms an integral part of human resource planning and management.
- (b) In order for training and development strategy and plans to be successful it should be based on sound Human Resource (HR) practices, such as the (strategic) HR Plan, job descriptions, the result of regular performance appraisals and career pathing.
- (c) To ensure the necessary linkage with performance management, the Performance Management and Development System provides for the Personal Development Plans of employees to be included in their annual performance agreements. Such approach will also ensure the alignment of individual performance objectives to the municipality's strategic objectives, and that training and development needs can be identified through performance management and appraisal.
- (d) Career-pathing ensures that employees are placed and developed in jobs according to aptitude and identified potential. Through training and development they can acquire the necessary competencies to prepare them for future positions. A comprehensive competency framework and profile for Municipal Managers are attached and these should be linked to relevant registered unit standards to specifically assist them in compiling Personal Development Plans in consultation with their managers.
- (e) Personal Development Plans are compiled for individual employees and the data collated from all employees in the municipality forms the basis for the prescribed Workplace Skills Plan, which municipalities are required to compile as a basis for all training and education activities in the municipality in a specific financial year and report on progress made to the Local Government Sector Education and Training Authority.

### 1.1.3 The aim of the compilation of Personal Development Plans is to identify, prioritise and implement training needs.

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#### 1.1.4 Compiling the Personal Development Plan

(a) Competency assessment instruments, which are dealt with more specifically in Annexure B: 1 and 2, should be established to assist with the objective assessment of employees' actual competencies against their job specific competency profiles and managerial competencies at a given period in time with the purpose of identifying training needs or skills gaps.

(b) The competency framework and profiles and relevant competency assessment results will enable a manager, in consultation with his / her employee, to compile a Personal Development Plan. The identified training needs should be entered into column 1 of Annexure B, entitled Skills / Performance Gap. The following should be carefully determined during such a process:

(i) Organizational needs, which include the following:

- Strategic development priorities and competency requirements, in line with the municipality's strategic objectives.
- The competency requirements of individual jobs. The relevant job requirements (job competency profile) as identified in the job description should be compared to the current competency profile of the employee to determine the individual's competency gaps.
- Specific competency gaps as identified during the probation period and performance appraisal of the employee.

(ii) Individual training needs that are job / career related.

(c) Next, the prioritization of the training needs should be listed since it may not be possible to address all identified training needs in a specific financial year. It is however of critical importance that training needs be addressed on a phased and priority basis. This implies that all these needs should be prioritized for purposes of accommodating critical / strategic training and development needs in the HR Plan, Personal Development Plans and the Workplace Skills Plan.

(d) Consideration must then be given to the expected outcomes, to be listed in column 2 of Annexure B, so that once the intervention is completed the impact it had can be measured against relevant output indicators.

(e) An appropriate intervention should be identified to address training needs / skills gaps and the outcome to be achieved but with due regard to cost effectiveness. These should be listed in column 3 of Annexure B, entitled: Suggested training and / or development activity in line with the National Qualifications Framework, which could enable the trainee to obtain recognition towards a qualification for training undertaken. It is important to determine through the Training / Human Resource Development / Skills Development Unit within the municipality whether unit standards have been developed and registered with the South African Qualifications Authority that are in line with the skills gap and expected outcomes identified. Unit standards usually have measurable assessment criteria to determine achieved competency.

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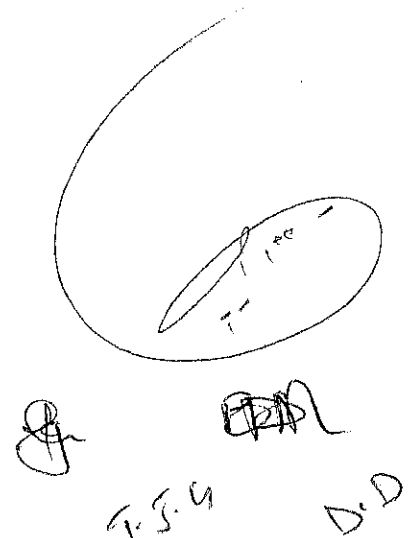
(f) Guidelines regarding the number of training days per employee and the nominations of employees: An employee should on average receive at least five days of training per financial year and not unnecessarily be withdrawn from training interventions.

(g) Column 4 of Annexure B: The suggested mode of delivery refers to the chosen methodology that is deemed most relevant to ensure transfer of skills. The training / development activity should impact on delivery back in the workplace. Mode of delivery consists of, amongst others, self-study [The official takes it upon him / her to read e.g. legislation]; internal or external training provision; coaching and / or mentoring and exchange programmes, etc.

(h) The suggested time frames (column 5 of Annexure B) enable managers to effectively plan for the annum e.g. so that not all their employees are away from work within the same period and also ensuring that the PDP is implemented systematically.

(i) Work opportunity created to practice skill / development areas, in column 6 of Annexure B, further ensures internalization of information gained as well as return on investment (not just a nice to have skill but a necessary to have skill that is used in the workplace).

(j) The final column, column 7 of Annexure B, provides the employee with a support person that could act as coach or mentor with regard to the area of learning.





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**Personal Development Plan of: B.D Motlhaping**

Compiled on the 29/07/2014

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 Frames	6. Work opportunity created to practice skill / development area	7. Support Person
Best practices for achieving clean audit	Improve audit outcome towards clean audit.	Workshop on best practices for achieving clean	Workshop and bench marking with similar successful institutions of our nature of business	12 months	Financial	Municipal manager
Appraise Performance of Managers	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 I	External provider, in line with identified unit standard and not exceeding R 6 000	6 months	Appraisal of managers reporting the MM	Municipal Manager: Training

  
 T.S.G  
  
 D.D

Advance Project management	Improve project management	Enrolment with institution of higher learning	Attendance	6 months	Strategic	Municipal manager
Vat reconciliation	Credible Vat reconciliation	Training on vat reconciliation	Attendance	3 months	Financial	Municipal manager
Asset management	Management of municipal asset	Training on asset management	Attendance	3 months	Financial	Municipal manager


**CHIEF FINANCIAL OFFICER**

Signature: .....

**MUNICIPAL MANAGER**

Signature: .....

D.O  
T.S.S



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

Key Performance Areas(KPA's)	Weightings
Basic Service Delivery	5
Municipal Institutional Development and Transformation	10
Local Economic Development (LED)	0
Municipal Financial Viability and Management	60
Good Governance and Public Participation	25
<b>Total</b>	<b>100%</b>

6.4 The CMCs will make up the other 20% of the Employee's assessment score. CMCs 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:

CORE COMPETENCY REQUIREMENT FOR EMPLOYEES		
Core Managerial Competencies (CMC)	√	Weight
Strategic Capability and Leadership		5
Programme and Project Management		5
Financial Management	Compulsory	6
Change Management	Compulsory	4
Knowledge Management		5
Service Delivery innovation		4
Problem Solving and Analysis		6
People Management and Empowerment	Compulsory	5
Client Orientation and Customer Focus		4
Communication		4
Honesty and Integrity		5
<b>Core Occupational Competencies (CMC)</b>		
Competencies in Self Management		4
Interpretation of and implementation within the legislative and national policy frameworks		6
Knowledge of developmental local government		4
Knowledge of Performance Management and Reporting		4
Knowledge of global and South African specific political, social and economic contexts		4
Competency in policy conceptualisation, analysis and implementation		4

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Knowledge of more than one functional municipal field / discipline		4
Skills in Mediation		5
Skills in Governance		7
Competence as required by other national line sector departments		2
Exceptional and dynamic creativity to improve the functioning of the municipality		3
<b>TOTAL</b>		<b>100%</b>

## 7. EVALUATING PERFORMANCE

7.1 The Service Delivery Budget Implementation Plan for 2014/2015 to this Agreement sets out

7.1.1 The standards and procedures 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 Service Delivery Budget Implementation Plan:

(a) 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.

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

(c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

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### 7.5.2 Assessment of the CMCs

(a) Each CMC should be assessed according to the extent to which the specified standards have been met.

(b) An indicative rating on the five-point scale should be provided for each CMC.

(c) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CMC score.

### 7.5.3 Overall rating

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

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCs:

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 Performance agreement 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 Performance agreement 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 Performance Agreement 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.	
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7.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established

7.7.1 Municipal Manager

7.7.2 Chairperson of the Audit Committee;

7.7.3 Member of the Mayoral Committee; and

7.7.5 Manager responsible for PMS (Secretariat)

## 8. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter: July – September 2014

Second quarter: October – December 2014

Third quarter: January – March 2015

Fourth quarter: April – June 2015

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

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

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

8.5 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.

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 P.M.  
 D.D.

## **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/ her to meet the performance objectives and targets established in terms of this Agreement; and**

**10.1.5 Makes 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.**

## **11. CONSULTATION**

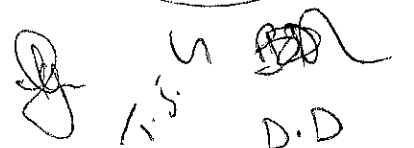
**11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others**

**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.**



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## **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 months (12) 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 or her performance; and

**12.4.2** After appropriate performance counseling 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.

## **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

**13.1.1** The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

**13.1.2** Any other person appointed by the MEC.

**13.2** In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

## **14. GENERAL**

**14.1** The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.

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