



## **PERFORMANCE AGREEMENT**

MADE AND ENTERED INTO BY AND BETWEEN:

**THE LETSEMENG LOCAL MUNICIPALITY  
AS REPRESENTED BY THE MUNICIPAL MANAGER**

**Tshemedi Lucas Mkhwane**

.....  
**FULL NAMES**

AND

**CHERE JOSEPH MAKHOBA**  
.....,

**THE EMPLOYEE OF THE MUNICIPALITY**

FOR THE  
01 JULY 2019 – 30 JUNE 2020

# FINANCIAL YEAR: 2019/2020

## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Letsemeng Local Municipality herein represented by **Mr Tshemedi Lucas Mkhwane** (full name) in his capacity as the Municipal Manager (Hereinafter referred to as the **Employer** or Supervisor)

And

**Mr Chere Joseph Makhoba** (full name) Employee of the 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 54A of the Local Government: Municipal Systems Act 32 of 2000 and as amended ("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 Act as well as the employment contract entered into between the parties;
- 2.2 communicate the employer's performance expectations and accountabilities to the employee, by specifying objectives and targets as defined in the Integrated Development Plan and the Service Delivery and Budget Implementation Plan (SDBIP).
- 2.3 specify accountabilities as set out in a performance plan, which must be in a format substantially compliant to Appendix "A";
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to the position; and
- 2.6 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of performance,

## 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2019** and will remain in force until **30 June 2020** where after a new Performance Agreement, Performance Plan and Personal Development Plan must be concluded between the parties for each of the following financial years or any portion thereof for the duration of the Agreement of Employment
- 3.2 This Agreement will terminate on the termination of the **Employee's** employment for any reason whatsoever.
- 3.3 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.
- 3.4 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 must immediately be revised.

- 3.5 Any significant amendments or deviations must take cognizance of the requirements of section 34 and 42 of the Systems Act, and regulation 4(5) of the Regulations

#### 4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) must 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 Performance Plan must :

- a) Be set by the **Employer** in consultation with the **Employee**;
- b) Be based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and
- c) Include key objectives; key performance indicators; target dates and weightings.

- 4.3 It is agreed that-

- i. The key objectives describe the main tasks that need to be done.
- ii. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
- iii. The target dates describe the timeframe in which the work must be achieved.
- iv. 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 to the Municipality and accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.
- 5.2 The **Employer** must consult the **Employee** about the specific performance standards that are included in the performance management system as applicable to the **Employee**.
- 5.3 The Employee must be assessed on his or her performance in terms of the performance indicators identified in the attached Performance Plan and include =
- a) The Key Performance Areas; and
  - b) Core Managerial Competencies
- 5.4 The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following:

Key Performance Areas (80% of Total )	Weighting
Solid waste management ( <i>SWM</i> )	20
Improve service delivery by providing recreation facilities and public amenities to all residents of Letsemeng ( <i>RFPA</i> )	30
Human Settlement ( <i>HS</i> )	15
Local economic development ( <i>LED</i> )	15
Debt collection/revenue enhancement ( <i>RES</i> )	5%
Ensure effective management of the Department	15%
<b>Total</b>	<b>100%</b>

- 5.5 The Core Management Criteria (CMC) will make up the other 20% of the Employee's assessment score, and are deemed to be most critical for the Employee's specific job should be selected from the list below as agreed between the Employer and Employee

CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC)	√	WEIGHT
Strategic Direction and Leadership		10%
Programme and Project Management		10%
Financial Management	compulsory	20
Change Management		
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analysis		
People Management and Empowerment	compulsory	15%
Client Orientation and Customer Focus	compulsory	15%
Communication		
Accountability and Ethical Conduct		10
Policy Conceptualisation and implementation		10
Mediation Skills		
Advanced Negotiation Skills		
Advanced influencing skills		
Partnership and Stakeholder Relations		10
Supply Chain Management		
Total percentage	-	100%

## 6. EVALUATING PERFORMANCE

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

- a) the standards and procedures for evaluating the **Employee's** performance; and
- b) the intervals for the evaluation of the **Employee's** performance.

6.2 Despite the establishment of agreed intervals for evaluation, the **Employer** may in addition review the **Employee's** performance at any stage during the validity of the agreement of Employment

- 6.3 Personal growth and development needs identified during any performance review discussion, as well as the actions and timeframes agreed to, must be documented in a Personal Development Plan which must be in a format substantially compliant to Annexure "B"
- 6.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.
- 6.5 The annual performance appraisal will involve:
- i. An assessment of the achievement of results as outlined in the performance plan:
  - ii. An assessment of 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
  - iii. A rating on the five-point scale for each Key Performance Area; and
  - iv. The use of the applicable assessment rating calculator to add the scores and calculate a final core.
- 6.6. The Core Management Criteria must be assessed –
- (a) According to the extent to which the specified standards have been met.
  - (b) With an indicative rating on the five-point scale for each Criteria; and
  - (d) Using the applicable assessment rating calculator to add the scores and calculate a final score.
- 6.7 An overall rating is calculated by using the applicable assessment-rating calculator, which represents the outcome of the performance appraisal, provided that the performance assessment of the Employee will be used on the following rating scale for both Key Performance Indicators and Core Management Criteria



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.					
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.					



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

6.8 The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27 (4) (d) and (f) of the Regulations.

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

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

<b>First quarter</b> (July – September 2019)	:	08 – 14 <i>October 2019</i>
<b>Second quarter</b> (October – December 2019)	:	13- – 16 <i>January 2020</i>
<b>Third quarter</b> (January – March 2020)	:	13 – 16 <i>April 2020</i>
<b>Fourth quarter</b> (April – June 2020)	:	13 – 16 <i>July 2020 (excluding financial information)</i>

***Provided that reviews in the first and third quarter may be verbal if performance is satisfactory***

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings *and* feedback must be based on the **Employer's** assessment of the **Employee's** performance.

7.3 The **Employer** may amend the provisions of Performance Plan 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.

## 8. OBLIGATIONS OF THE EMPLOYER

8.1 The Employer must –

- 8.1.1 Create an enabling environment to facilitate effective performance by the employee;
- 8.1.2 Provide access to skills development and capacity building opportunities;
- 8.1.3 Work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
- 8.1.4 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
- 8.1.5 make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

## 9. CONSULTATION

- 9.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will–
- a. have a direct effect on the performance of any of the **Employee's** functions;
  - b. commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
  - c. have a substantial financial effect on the **Employer**.

- 9.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-clause (1) above as soon as is practicable to enable the **Employee** to take any necessary action without delay.

## 10. MANAGEMENT OF EVALUATION OUTCOMES

- 10.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 10.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance, as per regulation 32(2) of the Regulations
- 10.3 In the case of unacceptable performance, the **Employer** shall –
- 10.3.1 Must provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
- 10.3.2 May after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

## 11. DISPUTE RESOLUTION

- 11.1 Any disputes about the nature of the **Employee's** performance agreement, must be mediated by –
- a. the Member of the Executive Council responsible for local government in the province, in case of the Municipal Manager, or any other person appointed by the said Member of the Executive Council; and
- b. the Mayor, in the case of Managers directly accountable to the Municipal Manager within thirty days or receipt of a formal dispute from the employee
- 11.2 Any disputes about the outcome of the Employee's performance evaluation, must be mediated by -


- a. the Member of the Executive Council responsible for local government in the Province, or any other person appointed by the MEC, in the case of the Municipal Manager, and
- b. a Municipal Councillor, in the case of Managers directly accountable to the Municipal Manager, provided such a Councillor was not part of the evaluation panel contemplated in regulation 27(4)(e) of the Regulations, *within thirty days or receipt of a formal dispute from the employee*


**12. GENERAL**

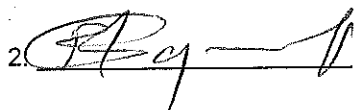
- 12.1 The employer must make the contents of this agreement and the outcome of any review conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.
- 12.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 12.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

Thus done and signed at KOFFIEKOPTEIN on this the 22 of July 2019

**AS WITNESSES:**

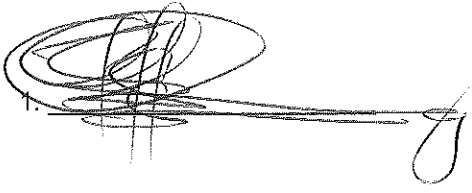
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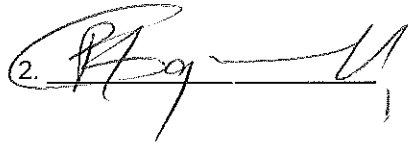
  
EMPLOYEE

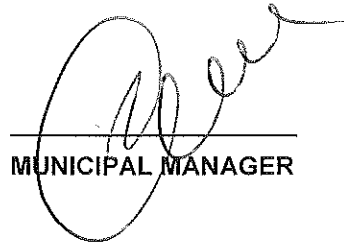
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AS WITNESSES:





2. 

  
MUNICIPAL MANAGER

**ANNEXURE A**

**PERFORMANCE PLAN**

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PERFORMANCE SCORECARD – SECTION 56 EMPLOYEE		
Employee Name:	Chere Joseph Makhoba	Employee Number 0113
Job Title:	Director: Community Services	Department: Community Services
Manager:	The Municipal Manager	Date (Financial Year): 2019-2020 Financial Year
Position Purpose:	To carry out the functions as Director and head of Community Services in the Municipality	
The period of this Performance Plan is from 01 July 2019 to 30 June 2020		
Signed and accepted by the Director Community Services		Date: 31 July 2019
Signed by the Municipal Manager		Date: 31 July 2019
By signing this performance scorecard the manager and employee hereby indicate their full understanding of, and agreement with the contents of the scorecard. The manager and the employee both acknowledge that this is in full compliance with the Municipality's Performance Management Policy.		



## **1. Purpose**

The performance plan defines the council expectation of the Director Community Service performance agreement to which this document is attached and Section 57 (5) of the Municipal System 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 and as reviewed annually.

## **2. Key responsibilities**

The following objects of local government will inform the Director Community Service 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 organisation in the matters of local government

## **3. Key Performance Area**

The following Key Performance Area (KPAs) as outline in the Local Government: Municipal Performance Regulations for Municipal Managers<sup>1</sup> and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objective listed in the table below:

- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and transformation
- 3.3 Local Economic Development (LED)
- 3.4 Municipal Financial Viability and Management
- 3.5 Good Governance and Public Participation

## **4. Key Performance Objectives and Indicators, for the Director Community Services**

The provision and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government Municipal performance Regulations for Municipal Managers and Managers Directly (Regulation No. R805, dated 1 August 2006)



- 4.3 Regulations No.796 (Local Government: Municipal Planning and Performance Management Regulation, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to Chapter 8. (**Must** include, inter alia, tariff policy, rates policy, credit control and debt collection policy, supply chain management policy and an unqualified Auditor General's report)
- 4.5 Property Rates Act, 2004
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal System Act 2000, in particular, but not limited to sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager

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• BASIC SERVICES AND INFRASTRUCTURE DEVELOPMENT

COMMUNITY SERVICES									
Strategic Objective: Eradicate backlogs in order to improve access to services and ensure proper operations and maintenance									
2019/20 BUDGET AND QUARTERLY PERFORMANCE TARGET									
KPI	Unit of measurement	Evidence	Baseline	BUDGET YEAR 2019/20	PERFORMANCE TARGET 2019/20	1 <sup>ST</sup> QUARTER 01 JULY – 30 SEPT 2019	2 <sup>ND</sup> QUARTER 01 OCT – 31 DEC 2019	3 <sup>RD</sup> QUARTER 01 JAN – 31 MAR 2020	4 <sup>TH</sup> QUARTER 01 APR – 30 JUN 2020
Number of updates on the strategic risk register 2019/20 financial year	Number	Reports implementation of risk mitigating plans and evidence.	0	OPEX	4 reports per quarter	1	1	1	1
Number of Section 79 Committee meetings held 2019/20 financial year	Number	Attendance registers, minutes of committee meetings and approved schedule of committee meetings	0	OPEX	5 committee meetings	1 committee meeting	1 committee meeting	2 committee meeting	1 committee meeting

100% Upgrading of Daniel Moopela Hall, Koffiefontein/Ditlhake by 30 June 2020	Percentage	Completion Certificate/Progress report	0	R 250 000.00	100% completion	Advertisement and Appointment of service provider	Progress report	Progress report	Completion certificate
100% Upgrading of Bolokanang Hall, Petrusburg by 30 June 2020	Percentage	Completion Certificate/Progress report	0	R250 000.00	100% Completion	0	Advertisement and Appointment of service provider	Progress report	Completion Certificate
100% Upgrading of Ratanang Hall, Jacobsdal by 30 June 2020	Percentage	Completion Certificate/Progress report	0	R250 000.00	100% Completion	0	Advertisement and Appointment of service provider	Advertisement and Appointment of service provider	Completion Certificate
100% Extension of Diamanthoogte Cemetery, Koffiefontein by 30 June 2020	Percentage	Completion Certificate/Progress report	0	R350 000.00	100% Completion	0	Advertisement and Appointment of service provider	Advertisement and Appointment of service provider	Completion Certificate

**LOCAL ECONOMIC DEVELOPMENT**

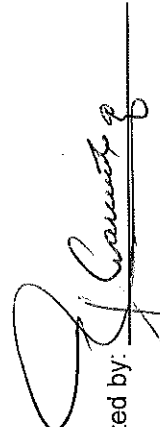
**Strategic Objective: To create an environment that promotes development of the local economy and facilitate job creation**

**Local Economic Development**

Number of LED forums established in the municipality 2019/2020 financial year	Number	TOR, Report of establishment and attendance register.	0	OPEX	5 LED Forums Established	None	2 LED Forums Established	3 LED Forums Established
Number of LED Strategies approved by Council by 30 June 2020	Number	Strategy and Council resolution	0	OPEX	An approved LED Strategy	None	None	Approved LED Strategy




Number of Commonage Policies approved by Council by 30 June 2020	Number	Commonage policy and Council resolution	0	OPEX	An approved commonage Policy	None	None	None	Approved commonage policy
Number of Business Licencing policy approved by Council by 30 June 2020	Number	Business licence policy and Council resolution	0	OPEX	Approved Business Licencing Policy	None	None	None	Approved Business Licencing Policy
Number of SMMEs supported through supply of specialised equipment (budgetary constrain)	Number	Goods received notes/registers	R300 000	OPEX	4 SMMEs Supported	1	1	1	1
Number of SMMEs/Cooperatives/Contractor Development Workshops/Training Programmes conducted 2019/2020 financial	Number	Attendance register, Minutes and report.	1	OPEX	1 Workshop conducted	None	None	1 Workshop conducted	None

Signed and accepted by: 

Job title: Director, Community Services

Date: 22/07/2019

Signed by the Municipal Manager on behalf of the Letsemeng Local Municipality Council

Date: 



6. Consolidated Score Sheet


Key Performance Area	Weighting	Municipal Manager's Rating	HOD' Rating	Final/ Consolidated Score	Reason for Final Score
1					
2					
3					
4					
5					
6					
7					
<b>Total:</b>	<b>100</b>	<b>Final Score</b>			



7. CONTROL SHEET

TO BE UPDATED BY HOD

<b>PLANNING PHASE</b>			
Date of 1 <sup>st</sup> planning meeting		Date of 2 <sup>nd</sup> planning meeting	
Date copy of performance plan handed to HOD		Municipal Manager	

COACHING PHASE

(Keep a record of meetings held to give feedback to the HOD on performance related issues)			
Date of Feedback Meeting	Performance issue discussed and corrective action to be taken		
Date of formal half year review			
<b>REVIEWING PHASE</b>			
Date Municipal Manager notified of formal review meeting			
Date of 1 <sup>st</sup> review meeting			
Date of 2 <sup>nd</sup> Review meeting			
Date of 3 <sup>rd</sup> Review meeting			
Date of 4 <sup>th</sup> Review meeting			
Municipal Manager		Signature	22/07/2019

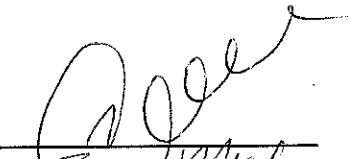
**PERSONAL DEVELOPMENT PLAN (To be completed by the HOD)**

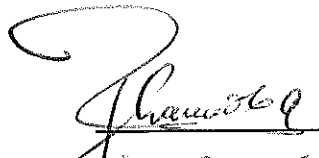
MUNICIPALITY: LETSEMENG LM  
INCUBENT: CHERE JOSEPH NAKHORA  
SALARY: \_\_\_\_\_  
JOB TITLE: DIRECTOR COMMUNITY SERVICES  
REPORT TO: MUNICIPAL MANAGER

1.	What are the competencies required for this job (refer to competency profile of job description)?  _____ _____ _____ _____
2.	What are competencies from the above list, does the job holder already possess?  _____ _____ _____ _____
3.	What then are the competency gaps? (if the job holder possesses all the necessary competencies, complete No's 5 and 6).  _____ _____ _____ _____
4.	Actions/Training interventions to address the gaps/needs  _____ _____ _____ _____

5.	Indicate the competencies required for future career progression/development  <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">N/A</p>
6.	Action/Training interventions to address future progression  <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">N/A</p>
7.	Comments/Remarks of the Incumbent  <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">N/A</p>
8.	Comments/Remarks of the supervisor  <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">N/A</p>

**Agreed upon**

**Signature:**   
**Supervisor:** PH Mkwere  
**Date:** 22/07/2019

**Signature:**   
**Incumbent:** SOO CHERE MAKHOBANA  
**Date:** 22/07/2019

