

Performance Agreement

Made and entered into by and between:

THABO MOFUTSANYANA DISTRICT MUNICIPALITY

As represented by the Acting Municipal Manager

Me: T.P.M LEBENYA

AND

Mr HOPOLANG ISHMAEL LEBUSA

Chief Financial Officer

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2012 - 30 JUNE 2013

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Thabo Mofutsanyana District Municipality herein represented by Me T.PM Lebeya in her capacity as Acting Municipal Manager (hereinafter referred to as the Employer or Supervisor)

and

Mr Hopolang Ishmael Lebusa, Chief Financial Officer 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 57(1)(a) as amended 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 as amended, 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 as amended..

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 amended as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;

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- 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 his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1 July 2012 and will remain in force until 30 June 2013 thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 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 abovementioned 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, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.
 - 4.2.1 The key objectives describe the main tasks that need to be done.

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- 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 4.2.3 The target dates describe the timeframe in which the work must be achieved.
- 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 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.
- 5.4 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.
- 5.5 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.
 - 5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.
 - 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 5.5.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 The Employee's assessment will be based on his / her 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

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constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA's)	Weighting
Municipal Transformation and Institutional Development	20%
Financial Viability and Management	80%
Total	100%

5.7 The CCRs will make up the other 20% of the Employee's assessment score. CCRs that are deemed to be most critical for the Employee's specific job should be selected (√) from the list below as agreed to between the Employer and Employee. Three of the CCRs are compulsory for Municipal Managers:

CORE MANAGERIAL COMPETENCIES (CMC)	V	WEIGHT
Strategic Capability and Leadership	compulsory	20%
Programme and Project Management		
Financial Management	compulsory	20%
Change Management	compulsory	20%
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analysis		
People Management and Empowerment	compulsory	20%
Client Orientation and Customer Focus	compulsory	20%
Communication		
Honesty and Integrity		
CORE OCCUPATIONAL COMPETENCIES (COC)		
Competence in Self Management		
Interpretation of and implementation within the legislative an national policy frameworks		
Knowledge of Performance Management and Reporting		
Knowledge of global and South African specific political, social and economic contexts		
Competence in policy conceptualisation, analysis and implementation		
Knowledge of more than one functional municipal field / discipline		
Skills in Mediation		
Skills in Governance		
Competence as required by other national line sector departments		
Exceptional and dynamic creativity to improve the functioning of the municipality		
Total percentage	-	100%

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
 - 6.1.1 the standards and procedures for evaluating the Employee's performance; and
 - 6.1.2 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 while the contract of employment remains in force.
- 6.3 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.
- 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 and SDBIP.
- 6.5 The annual performance appraisal will involve:
 - 6.5.1 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.
 - (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.

6.5.2 Assessment of the CCRs

- Each CCR 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 CCR.
- (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.

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

6.5.3 Overall rating

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

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

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.	

- 6.7 For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons will be established -
 - 6.7.1 Municipal Manager;
 - 6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
 - 6.7.3 Member of the Mayoral Committee; and
 - 6.7.4 Municipal Manager from another municipality.
- 6.8 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panel referred to above.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 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 (The Employer and Employee will endeavour to conduct such reviews within one month after the end of each quarter):

First quarter : July – September 2012
Second quarter : October – December 2012
Third quarter : January – March 2013
Fourth quarter : April – June 2013

- 7.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 7.4 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.

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7.5 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.

8. DEVELOPMENTAL REQUIREMENTS

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

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall -
 - create an enabling environment to facilitate effective performance by the employee;
 - provide access to skills development and capacity building opportunities;
 - 9.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
 - 9.1.4 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
 - 9.1.5 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.

10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others
 - 10.1.1 a direct effect on the performance of any of the Employee's functions;
 - 10.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 10.1.3 a substantial financial effect on the Employer.
- 10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

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11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% and 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:
 - 11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
 - 11.2.3 The table below provides a further breakdown of the afore-mentioned scores and performance bonuses:

Score	Performance bonus
130 to 134%	5%
135 to 139%	6%
140 to 144%	7%
145 to 149%	9%
150 to 154%	10%
155 to 159%	11%
160 to 164%	12%
Above 165%	14%

- 11.3 In the case of unacceptable performance, the Employer shall -
 - 11.3.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 11.3.2 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 or her duties.

12. DISPUTE RESOLUTION

- 12.1 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
 - 12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or
 - 12.1.2 any other person appointed by the MEC.
 - 12.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in subregulation 27(4)(e) of the Municipal Performance Regulations, 2006,

within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A must be made available to the public by the Employer in accordance with the Municipal Finance Management Act, 2003 and Section 46 of the Act.
- 13.2 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.
- 13.3 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 PHUTHADITSHAPA on this the 12 day of July 2012

AS WITNESSES:

CHIEF FINANCIAL OFFICER

AS WITNESSES:

ACTING MUNICIPAL MANAGER

Annexure A: PERFORMANCE PLAN

Chief Financial Officer

Thabo Mofutsanyana District Municipality

This plan defines the Council's expectations of the Chief Financial Officer in accordance with the Chief Financial Officer'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 set out from time to time in the Municipality's Integrated Development Plan (IDP).

Officer's performance against set performance indicators: The following Municipal Key Performance Areas, IDP priorities and Strategic Objectives as per the approved IDP and SDBIP will inform the Chief Financial

stem of supply chain management (SCM) ury regulations	To implement an effective, efficient and economical system of supply chain management (SCM) system that is 100% compliant with MFMA and Treasury regulations. To ensure full compliance with MFMA and GRAP with regard to financial management and reporting.		Financial viability and financial management
normance, sound	employment and customer relations and sustainable service delivery	governance and public administration	institutional development

The period of this plan is from 1 July 2012 to 30 June 2013

Signed and accepted by the Chief Financial Officer:

Date: 12/07/2012

Key Performance Areas

performance area	Institutional Capacity and Development							Financial Viability and Management									
Strategic objectives	To ensure a working environment that	environment that enables good staff morale, high performance, sound employment and customer relations and sustainable service delivery						To ensure full compliance with MFMA and GRAP with regard to financial management and reporting To supplement the existing revenue base of the District by exploiting new potential sources of revenue									
Weighting	20% 10%																
Target date	30 June 2013						3	2013				30 June	5010				
	a)	6)	0	9	<u>,0</u>	ŋ	9	8)	5)	.0	g)	a	-				
Key Performance Indicators	Departmental Employment Equity Plan inputs compiled and submitted to Corporate Services by end of September 2012	Skill needs assessment inputs submitted to Corporate Services for purposes of compiling the Annual Workplace Skills Plan and Annual Training Report.	100% of skills development of staff in accordance with approved WSP.	100% of Human Resources policies and procedures as agreed and accepted by Council to be implemented and available to staff.	100% of staff grievances or complaints received, handled as per approved standard procedures issued by Corporate Services.	100% of funded vacancies filled in line with approved budget and organisational structure.	Departmental management/staff meetings held at least on a monthly basis	Monthly departmental performance reviews and reports conducted and compiled in line with approved SDBIP, PMS policy and MFMA	100% of MFWA compliance template/register implemented	100% functionality of District CFO Forum	Municipal expenditure occurred as planned: 90% of Capital Budget spent 90% of Operating Budget	Revenue Management: (10%)	100% of VAT review completed by end of June 2013				
Performance evidence	Copy of EE inputs to	Copy of skills inputs to Corporate Services	Copy of directorate training	Register signed by staff	Copies of grievances submitted to Corporate Services	Copies of vacancy requests to	Copies of minutes and attendance registers	Copies of monthly reports	Copy of template & reports	Copies of programme and attendance registers	Copies of expenditure reports		VAT review report				

performance objectives										To ensure full	MEMA and GRAP with regard to	financial management and reporting	
Weighting										35%			
Target date				v						30 June	6103		
Key Pe	ь)	810	=	F	V	y.	VI.	_ e A	n.	a)	F ()	jana	E
Key Performance Indicators	Expenditure and Supply Chain Management (15%)	100% of creditor payments made within 30 days after receipt of invoice or statement	100% of personnel expenditure managed effectively (accurate capturing and payment of valid salaries; SARS & statutory returns completed and submitted on time)	Manage the municipality's available working capital effectively and economically as per NT prescribed cash management and investment policy guidelines	100% of monthly and quarterly SCM reports submitted as per SCM policy	100% of supplier database updated by end of December 2012	100% of SCM policy reviewed by end of March 2013	Asset management (10%) Develop asset management policy and guidelines in line with MFMA, GRAP and National Treasury guidelines by end of March 2013	100% of fixed asset register updated by end June 2013 (including re-evaluation of outstanding assets)	Budget and financial management (15%)	100% of MTREF prepared and approved in terms of MFMA and GRAP requirements by end of May 2013	100% of Budget-related policies developed, reviewed and approved as per MFMA and National Treasury guidelines	100% of Monthly reports are compiled and submitted as per MFMA, DoRA and National Treasury prescripts
Performance evidence		Monthly creditor payments reports	Payroll reports & statutory returns	Monthly financial reports	Copies of reports submitted	Copy of report	Copy of council resolution	Copy of approved policy	Copy of report		Capy of council resolution	Copy of council resolution	Copies of monthly reports: \$71 monthly budgeted statements; FMG and MSIG returns Monthly reports to MM and Portfolio Committee

TOTAL										Key performance area
	Clean audit in 2012/2013 financial year									Strategic objectives
100%	3 100%									Weighting
	June 2013									Target date
	Achieve ı	¥.	· c	N.	pi.	F	-	ь)	's'	Key Pe
	Achieve unqualified audit report in 2012/2013 financial year	Improved 2011/2 audit report by reducing the number of audit issues (emphasis of matter in 2010/11)	100% of audit queries responses submitted to the Auditor-General within 10 working days of receipt thereof-linked to response days of departments where applicable (as agreed in audit strategy with AG).	GRAP compliant Annual Financial Statements submitted to the Auditor-General no later than end of August 2011 (as per National Treasury exemptions)	100% of action plan implemented to activeve a Clean Audit by 2013	100% of Auditor-General's prior-year issues addressed as per action plan	Annual audit strategy/plan is developed and approved in consultation with the Auditor-General	Annual audit management (20%)	100% of Quarterly and Mid-year reports are compiled and submitted as per MFMA, DoRA and National Treasury prescripts	Key Performance Indicators
	Copy of AG report	Copy of AG report	Audit query log sheet/report	Acknowledgement of receipt from AG	Copy of implementation report	Copy of AG report	Copy of signed-off audit strategy/plan		Copies quarterly reports: S52 quarterly reports S72 mid-year budget & performance assessment report	Torformencia policianas

Core Competency Requirements (CCRs)

TOTAL	Change Management	Strategic Capability and Leadership	Customer focus	People management	Financial management	Core Competency Requirements
	Initiates, supports and champions organisational transformation and change in order to successfully implement new initiatives and deliver on service delivery commitments	Provides a vision, sats the direction for the organisation and/or directorate and inspires others to deliver on the organisational mandate	Willing and able to deliver services effectively and efficiently in order to put the spirit of customer service (Batho Pele) into practice	Manages and encourages people, optimises their outputs and effectively manages relationships in order to achieve organisational goals	Compiles and manages budgets, controls cash flow, institutes risk management and administers tender procurement processes in accordance with generally recognised financial practices in order to ensure the achievement of strategic organisational objectives	Strategic objectives
100%	20%	20%	20%	20%	20%	Weight
	30 June 2013	30 June 2013	30 June 2013	30 June 2013	30 June 2013	Target date
		00000	0.0.0.0.0	00000	300000	Key
	Initiates, supports and encourages new ideas Volunteers to lead change efforts outside of own work team Inspires and builds commitment within own area for the change by explaining the benefits of change, and the process of implementing the change Coaches colleagues on how to manage change Proactively seeks new opportunities for change Designs specific projects to enable charge that are aligned to the organisational objectives; and	Develops detailed action plans to execute strategic initiatives Assists in defining performance measures to evaluate the success of strategies Achieves strategic objectives against specified performance measures Communicates strategic plan to the organisation; and Utilises strategic planning methods and tools	Develops clear and implementable service delivery improvement programmes; identifies opportunities to exceed the expectations of customers; Designs internal work processes to improve customer service; Adds value to the organisation by providing exemplary customer service; and Applies customer rights in own work environment.	Delegates and empowers others to increase contribution and level of responsibility. Applies labour and employment legislation and regulations consistently; Recognises individuals and teams and provides developmental feachack in accordance with performance management principles; Displays personal interest in the well-being of colleagues; Manages conflict through a participatory transparent approach.	Continuously looks for new opportunities to obtain and save funds; Manages and monitors financial risk; Understands, analyses and monitors financial reports; Aligns expenditure to cash flow projections; Ensures effective utilisation of financial resources; Prepares own budget in line with the strategic objectives of the organisation.	Key Performance Indicators: