# Appendix A

## PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

# THE MANGAUNG METROPOLITAN MUNICIPALITY AS REPRESENTED BY THE CITY MANAGER

Tankiso Ben Mea	
 FULL NAMES	• • • • • • • • • •

AND

Mmakwena Jupiter Nomonde Phaladi

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE FINANCIAL YEAR 01 JULY 2018 – 30 JUNE 2019

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### **FINANCIAL YEAR: 1**

#### PERFORMANCE AGREEMENT

#### ENTERED INTO BY AND BETWEEN:

The Mangaung Metropolitan Municipality herein represented by **Tankiso Ben Mea** (full name) in his capacity as City Manager. (Hereinafter referred to as the **Employer** or Supervisor)

and

Mmakwena Jupiter Nomonde Phaladi (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.

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#### 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,

#### COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 01 July 2018 and will remain in force until 30 June 2019 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 abovementioned 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 afters (whether as a result of government or council decisions or otherwise) to the extent 3 | Page

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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
  - 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.
- 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.

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#### 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
Provide sustainable shelter	30%
Promote security of tenure through title deeds and PTO's	30%
Revenue enhancement	20%
Ensure effective management of the Department	20%
Total	100%

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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 MANAGERIAL COMPETENCIES (CMC)	17	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		1
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	<del> </del> -	100%

#### 6. EVALUATING PERFORMANCE

- 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.

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- 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

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of the Employee will be used on the following rating scale for both Key Performance Indicators and Core Management Criteria

Level	Terminology	Description	Ra	atin	g		
1			1	2	3	4	5
	Outstanding	Performance far exceeds the standard					
	performance	expected of an employee at this level. The					
		appraisal indicates that the Employee has					
5		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.					
	Performance	Performance is significantly higher than the		_			
	significantly	standard expected in the job. The appraisal					
	above	indicates that the Employee has achieved					
4	expectations	above fully effective results against more than					1
		half of the performance criteria and indicators					
		and fully achieved all others throughout the					
		year.					
	Fully effective	Performance fully meets the standards					
		expected in all areas of the job. The appraisal					
		indicates that the Employee has fully					
3		achieved effective results against all					
		significant performance criteria and indicators					ļ
		as specified in the PA and Performance Plan.					1
	Not fully effective	Performance is below the standard required					7
		for the job in key areas. Performance meets					1
		some of the standards expected for the job.					
<u>:</u>		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

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

First quarter (July - September 2018) 09 - 12 October 2018 Second quarter (October – December 2018) 08 - 11 January 2019

Third quarter (January – March 2019) 09 - 12 April 2019

Fourth quarter (April – June 2019) 16 - 19 July 2019 (excluding :

financial information)

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.

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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 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;
  - 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.

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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 -

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- 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.

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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 Bloemfontein on the 2 of July 2018

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# **ANNEXURE A**

PERFORMANCE PLAN

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PERFORMANCE SC	PERFORMANCE SCORECARD – SECTION 56 EMPLOYEE			
Employee Name:	Mmakwena Jupiter Nomonde Phaladi	Employee Number	12-452-0	
Job Title:	HOD of Hunan Settlement	Department:	Human Settlement	
Manager:	The City Manager	Date (Financial Year):	2018 – 19 Financial Year	
Position Purpose:	To carry out the functions as Head of Human Settlement in the municipality	e municipality		
The period of this	The period of this Performance Plan is from 01 July 2018 to 30 June 2019	-		TOTAL PROPERTY.
Signed and accepted by the City Manager	ited by the City Advocate Minarayena Jupiter Nomonde Phaladi	Date:	X	
Signed by the Executive Mayor	cutive Mayor Advocate Tankiso Ben Mea	Date: 12/07/2018	(8	
By signing this per	By signing this performance scorecard the manager and employee yergby 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.	cate their full understanding of	, and agreement with the contents of the Performance Management Policy	
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#### 1. Purpose

The performance plan defines the council expectation of the HOD: Human Settlement's 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 HOD: Human Settlement'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 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 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 Municipal Manager

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)

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- 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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			AND IN LINE WITH	AND IN LINE WITH	REQUIREMENTS		
			QUALITY	QUALITY			
			REQUIREMENTS	REQUIREMENTS			
2.7		% COMPLIANCE	100%	100%	100%		
		WITH THE CITY'S	COMPLIANCE	COMPLIANCE	COMPLIANCE		
		DELEGATION	WITH THE CITY'S	WITH THE CITY'S	WITH THE		
		POLICY	SYSTEM OF	SYSTEM OF	CITY'S SYSTEM	_	
			DELEGATION	DELEGATION	OF DELEGATION		
			POLICY	POLICY	POLICY		
2.8		PERCENTAGE	100%	100%	100%		
		INCREASE IN	IMPLEMENTATIO	IMPLEMENTATIO	IMPLEMENTATIO	_	
		OF THE CITY'S	N OF THE CITY'S	N OF THE CITY'S	N OF THE CITY'S		_
		SDBIP	SDBIP	SDBIP	SDEIP		

py Mgm V.

V.L.

N

HUMAN SETTLEMENT	TTLEMENT								
Legislative KPA	КРА	Basic Service Del	Delivery and Good	IDP KPA	Good Governance		KPA No(No in the IDP e.g.3	in the ID	P e.g.3
		Governance and Public Participation	Participation						
KFA No	IDP Objective	КРІ	Target	1" Blannual	Annual Report	Report Motivation for under	Assessment Score	t Score	
				Report	Final	performance and	1 2 3	4	2
						exceptional performance		_	
2.9		.100%	100%	20%	100%			-	
		IMPLEMENTATION	IMPLEMENTATIO	IMPLEMENTATIO	IMPLEMENTATIO			_	
		EQUITY TARGETS	N OF	Z OF	A O P		_		
		SET FOR	EMPLOYMENT	EMPLOYMENT	EMPLOYMENT				_
		DEPARTMENT IN	EQUITY TARGETS	EQUITY TARGETS	EQUITY			_	
		I HE CITYS:	SET FOR	SET	FOR TARGETS SET				
		EQUITY PLAN	DEPARTMENT IN	DEPARTMENT IN	FOR			_	
			THE CITYS'	THE CITYS'	DEPARTMENT IN		_	_	
			EMPLOYMENT	EMPLOYMENT	THE CITYS'		_		
			EQUITY PLAN		EMPLOYMENT				
					EQUITY PLAN				

Myn V.L.

M) MBC

Prepared by office of the City Manager

Signed and accepted by: M Date:

Signed by the City Manager on behalf of the

Council

Date: 12/02/2018

6. Consolidated Score Sheet

Key Performance	Weighting Executive	Executive Mayor's	City Managers' Rating	Final /	Reason for Final Score
Area	37.	Rating		Score	
-					
2					
CO.					
4					
luo.					
9					
7					
Total:	100	Final Score			

#### 7. CONTROL SHEET

#### TO BE UPDATED BY CITY MANAGER

PLANNING PHASE			
Date of 1 <sup>st</sup> planning meeting	Date of 2 <sup>nd</sup> planning meeting		
Date copy of performance plan handed to HOD	CITY MANAGER	TANKISO MEA	BEN

#### **COACHING PHASE**

(Keep a record of meeting performance related issues)	s held to giv	e feedba	ack to the	HOD:HU	MAN SETT	LEMENT on
Date of Feedback Meeting	Performanc	e issue d	fiscussed a	nd correc	tive action	to be taken
Date of formal half year review						
REVIEWING PHASE						
Date HOD notified of formal						
review meeting						
Date of 1st review meeting						
Date of 2 <sup>nd</sup> Review meeting						
Date of 3 <sup>rd</sup> Review meeting						
Date of 4th Review meeting	<b> </b>					
CITY MANAGER	TANKISO	BEN	Signature		A ( )	

J.L.

mgn B

#### Annexure B

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

MUNICIPALITY: Mangaung Metropolitan Municipality

INCUBENT: Adv. MJN Phaladi

SALARY:

JOB TITTLE: Head: Human Settlements

REPORT TO: Adv. TB Mea

1. What are the competencies required for this job (refer to competency profile of job description)?

Strategic direction and leadership;

People management;

Program and project management;

Strategic financial management;

Change leadership; and

Governance leadership.

What are competencies from the above list, does the job holder already possess?

Strategic direction and leadership;

People management;

Change leadership; and

Governance leadership;

 What then are the competency gaps? (if the job holder possesses all the necessary competencies, complete No's 5 and 6).

Strategic financial management; and Program and project management.

- Actions/Training interventions to address the gaps/needs
   The incumbent is currently attending the Municipal Finance
   Management Course with the University of Pretoria.
- Indicate the compelencies required for future career progression/development

None

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MBC MBC

6.	Action/Training interventions to address future progression
	To attend the Project Khaedu Program
7.	Comments/Remarks of the Incumbent
	None
3.	Comments/Remarks of the supervisor

# Agreed upon

Signature:

Supervisor:

Date:

Signature:

Incumbent:

Date: