



PERFORMANCE AGREEMENT

Made and entered between-

THABISO KLAAS

in his capacity, as Municipal Manager of the Blue Crane Route Municipality, hereinafter referred to as the “employer” of the one part.

AND

MANDISI PLANGA

in his capacity as Director Community Services of the employer, hereinafter referred to as “the employee” of the other part.

PERIOD

1 JULY 2019 – 30 JUNE 2020

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ENTERED INTO BY AND BETWEEN:

The Municipality of Blue Crane Municipality herein represented by **Thabiso Klaas** in his capacity as **Municipal Manager** (hereinafter referred to as the Employer or Supervisor) and **Mandisi Planga** (Employee of Blue Crane Route Local Municipality) (hereinafter referred to as the **Director Community Services**).

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 of 2000 (hereinafter referred to as the "Systems Act"). The Employer and the Employee (are hereinafter referred to as "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(4)(a), 57(4)(b) 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), (4)(a), (4)(b) and (5) of the Systems Act as well the Contract of Employment 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 Employee's performance expectations and accountabilities in alignment with Integrated Development Plan ,Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Municipality ;
 - 2.3 specify accountability as set out in the Performance Plan which forms an annexure (A) to the Performance Agreement;
 - 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 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 the Employee in attaining equitable and improved service delivery.



3. COMMENCEMENT AND DURATION

- 3.1 This agreement will commence on **01 July 2019** and will remain in force until **30 June 2020** 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 must review the provisions of this Agreement during June each year and must conclude a new Performance Agreement replaces the previous Agreement at least once a year within one month after the commencement of the new 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 and the Budget of the municipality, 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.

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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 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 on the specific performance standards that will be included in the performance management system as applicable to the Employee.

6 AGREEMENT TO COMPLY WITH EMPLOYER'S SYSTEM

- 6.1 The Employee agrees to participate in the performance management and development system that the Employer adopts.
- 6.2 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.
- 6.3 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.
 - 6.3.1 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.
 - 6.3.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 6.3.3 KPAs covering the main areas of work will account for 80% and Core Competency Requirements will account for 20% of the final assessment.
- 6.4 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 constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

#	Key Performance Areas (KPA's)	Weight
1	Basic Service Delivery	70%
2	Municipal Institutional Development and Transformation	3%
3	Good Governance and Public Participation	15%
4	Municipal Financial Viability and Management	10%
5	Local Economic Development (LED)	2%
	Total	100%

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6.5 The Core Competency Requirements 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 REQUIREMENTS FOR EMPLOYEES (CCR)		
CORE MANAGERIAL COMPETENCIES and Occupational Competencies		
Strategic Capability and Leadership	✓	20%
Programme and Project Management		
Financial Management	✓	10%
Change Management		
Knowledge Management		
Service Delivery Innovation	✓	10%
Problem Solving and Analytical Thinking		
People Management and Empowerment	✓	10%
Client Orientation and Customer Focus		
Communication	✓	10%
Honesty and Integrity		
Core Occupational Competencies		
Competence in Self-Management		
Planning and Organizing		
Knowledge and information Management		
Interpretation of and implementation with-in the legislative and national policy frameworks	✓	10%
Knowledge of developmental local government		
Knowledge of Performance Management and Reporting	✓	20%
Knowledge of global and South African specific political, social and economic contexts		
Competency in policy conceptualization, analysis and implementation		
Knowledge of more than one functional field or discipline	✓	10%
Skills in mediation		
Skills in Governance		
Competency as required by other national line sector departments		

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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 the agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage (e.g. *quarterly – highly recommended*) 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 implemented within the agreed upon 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 the following:

7.5.1 Assessment of the achievement of results as outlined in the performance plan:

(a) Each KPA shall be assessed according to the extent to which the specified standards or performance indicators have been met or exceeded 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 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the Core Competency Requirements (CCR's):

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

(b) An indicative rating the five point –scale should be provided for 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 must then be to add the scores and calculate a final CCR 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.

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7.6 Assessment of the performance of the employee

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	Full effective	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.					
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 Performance Audit Committee or Audit Committee in absence of the Performance Audit Committee;

7.7.3 Ward committee member (on a rotational basis), where applicable;

7.7.4 Member of the Council (in respect of the plenary type municipality)

7.7.5 Municipal Manager from another Municipality (Optional).

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his 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:

INTERVAL	PERIOD	EVALUATION DEADLINE
First quarter (July	(July – September)	14-18 October 2019
*Second quarter	(October – December)	13-17 January 2020
Third quarter	(January – March)	14-17 April 2020
*Fourth (last) quarter	(April – June)	13-17 July 2020

* These performance reviews **must** be formal and documented

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.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is included in Annexure A.

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 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.

11. CONSULTATION

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

- a) 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) 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 ***discretionary*** performance bonus of up 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:

- a) provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

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- b) 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.

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, in the case of the Municipal Manager; or
 - 13.1.2 any other person appointed by the MEC.
 - 13.1.3 the Mayor within thirty (30) days of receipt of a formal dispute from the Employee, in the case of the Section 57 Managers
- 13.2 In the event that the mediation process contemplated above fails, the dispute resolution mechanism as enshrined in the Labour Relations Act shall apply.

14. CONFIDENTIALITY

In carrying out his duties, the Director Community Services undertakes to refrain from revealing any information which he has at his disposal by virtue of his office and concerning which he knows or could reasonably be expected to know that the security or other interests of the Local Municipality require that it be kept secret from any person other than a person to whom he may lawfully reveal it, or to whom it is his duty to reveal it in the interest of the Local Municipality or to whom he is authorized by Council or by an officer authorized by Council to reveal it and he realizes that he will be guilty of an offence if such information is unlawfully revealed.

15. GENERAL

- 15.1 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.
- 15.2 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 Immanuel (Pty) Ltd on this the 31 day of October 2019

Between: _____ (Signature)

MANDISI PLANGA (Full Name)

(EMPLOYEE)

~~_____~~ AND _____ (Signature)

Thabiso Klaar (Full Name)

(REPRESENTING EMPLOYER)

AS WITNESSES:

1. _____

2. _____

BCRM SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN 2019/20 FINANCIAL YEAR

KPA 2: SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT (COMMUNITY SERVICES)

Priority Area	Strategic Plan Objective	Strategy	Indicator	Activity / Project	Measurement Source	Budget & Source	Vote No.	Baseline	Q1 Deliverable Target	Q1 Evidence	Actual Performance	Reason for variation	Corrective measure	Annual Target	Custodian	No of KPI
Solid waste management	To ensure a well maintained clean, environmental and healthy environment by 2022 and beyond towns	By conducting environmental awareness campaigns in all 3 wards	Number of environmental awareness campaigns conducted	Conduct awareness campaigns	Quarterly Report submitted to Community Services Portfolio Committee, dated photos, attendance register & Programme Report	OPEX	N/A part of staff duties	8 environmental awareness campaigns conducted	2 environmental awareness campaigns conducted	Quarterly Report, dated photos, attendance register & Programme Report				8 Environmental awareness campaigns conducted	Director Community Services	20
		By submitting business plan to source funding for landfill site	No of business plans to source funding submitted	Develop business plan	Business plan	OPEX	N/A part of staff duties	0 N/A	0 N/A	n/a				1 business plans to source funding developed	Director Community Services	21
Water quality	To improve drinking water quality to improve monitoring and human health by 2022	By conducting water quality monitoring and awareness programmes in the community	No of school based water quality education programmes conducted	Conduct school based water quality education awareness programme	Quarterly Reports	OPEX	N/A part of staff duties	0 1 school based water quality education awareness programmes conducted	0 1 school based water quality education awareness programmes conducted	Quarterly Report, dated photos, attendance register & Programme Report				4 school based water awareness programmes conducted	Director Community Services	22
		Drinking water sampling	Number of water samples submitted for chemical and bacteriological analysis	Drinking water sampling	Quarterly Reports	OPEX - Env Health subsidy	10067201090000	94 water samples submitted for chemical and bacteriological analysis	24 water samples taken for chemical and 1 bacteriological analysis	Quarterly Reports				94 water samples submitted for chemical and 4 bacteriological analysis	Director Community Services	23

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Traffic Services	To ensure that all road users comply with the roads and traffic laws by 2022 and beyond to ensure a safe environment	Number of school leavers programme conducted	Conduct School leavers' Programmes	Quarterly Reports	OPEX	N/A part of staff duties	4 school leavers programmes conducted	One school leaver programme conducted	Quarterly Report, dated photos, attendance register & Programme Report	3 school leavers programme conducted	Director Community Services	24
		Number of roadblocks conducted at National roads in BCRM area	Conduct roadblocks at National roads in BCRM area	Quarterly Reports	OPEX	N/A part of staff duties	4 roadblocks conducted	One roadblock conducted at National roads in BCRM area	Quarterly Report, dated photos, attendance register & Programme Report	4 roadblocks conducted at National roads in BCRM area	Director Community Services	25
Fire & Disaster Management Services	To ensure prevention and management of fire incidences to promote safety of the environment, properties and humans by 2022 and beyond	Number of fire prevention awareness programmes conducted	Conduct fire prevention awareness programmes to schools and/or communities	Quarterly Report submitted to Portfolio Committee, dated photos, attendance register & Program Report	OPEX	N/A part of staff duties	12 prevention awareness programmes to schools and communities conducted	2 prevention awareness programmes to schools and communities conducted	Quarterly Report, dated photos, attendance register & Programme Report	8 fire prevention awareness programmes conducted	Director Community Services	26
		Number of fire safety and prevention inspections conducted in commercial and public amenities	Conduct fire safety and prevention inspections in commercial and public amenities	Quarterly Report submitted to Portfolio Committee, dated photos, attendance register & Program Report	OPEX	N/A part of staff duties	24 fire safety and prevention inspections conducted in commercial and public amenities	6 fire safety and prevention inspections conducted in commercial and public amenities	Quarterly Report, dated photos, attendance register & Programme Report	24 fire safety and prevention inspections conducted in commercial and public amenities	Director Community Services	27
		No of 24hr satellite fire station in Cookhouse established	Establish 24 hr satellite fire station in Cookhouse	Quarterly Report	OPEX	Staff Budget	0	0	N/A	One 24hr satellite fire station in Pearson and one 24hr satellite fire station in Cookhouse established	Director Community Services	28

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Library Services	To promote a culture of learning amongst the communities of BCRM by 2022 and beyond	By conducting library awareness campaigns amongst the communities	Number of library awareness campaigns conducted	Conduct library awareness campaign amongst the communities	Quarterly Report submitted to Portfolio Committee, dated photos, attendance register & Program Report	OPEX	N/A part of staff duties	8 Library awareness campaigns done	2 library awareness campaigns conducted	Quarterly Report, dated photos, attendance register & Programme Report				8 library awareness campaigns conducted	Director Community Services	29
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