



**PERFORMANCE AGREEMENT
AS PER THE APPROVED
SPECIAL ADJUSTED 2021/2022
SDBIP**

**ACTING HOD: CORPORATE
SERVICES**

As made and entered into between

Mr Mokopane Vaaltyn Letsoalo

In his capacity as the Municipal Manager of Moses Kotane Local Municipality (the employer)

AND

Mr Frans Dirake Radiokana in his capacity as the **Acting HOD : Corporate Services** (the
"employee")

(Collectively referred to a "parties")

**For the financial year: 01 July 2021 – 30 June 2022 as per the approved special adjusted
2021/2022 SDBIP**

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ENTERED INTO BY AND BETWEEN:

Moses Kotane Local Municipality herein represented by, **Mr Mokopane Vaaltyn Letsoalo** in his capacity as the **Municipal Manager** (hereinafter referred to as the employer and supervisor)

AND

Mr Frans Dirake Radiokana in his capacity as the Acting **HOD for Corporate Services** of Moses Kotane Local Municipality (hereinafter referred to as the employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 In line with section 79 (1) (b) of the Municipal Finance Management Act 56 of 2003 (MFMA), the municipality has delegated an employee to act HOD for Planning Development as from 01 April 2022 until 30 June 2022.
- 1.2 Section 57(1) (b) of the Municipal Systems Act 32 of 2000 read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement in terms of section 57(2) (a) of the same act.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to –

- 2.1 Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs and establish a transparent and accountable working relationship;

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- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing the sustainability of the employee for permanent employment and/or to assess whether the employee has met the performance expectations applicable to the job;
- 2.6 Appropriately reward the Employee in accordance with the employer's performance management policy in the event of outstanding performance: and
- 2.7 Give effect to the client's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery through a performance management system.

3. COMMENCEMENT AND DURATION

- 3.1 The performance plan of the employee for the 2021/2022 financial year was reviewed in line with the approved Special adjusted Service Delivery and Budget implementation plan therefore, this agreement and the date of signature commenced with effect from **1 July 2021** and will remain in force until **30 June 2022**.
- 3.2 The payment of performance bonus is determined by the performance score obtained during the annual performance evaluation and subject to approval of the annual performance evaluation report by council.
- 3.3 Upon the termination of the Employee's contract of employment for any reason before the end of the financial year in question, the Employee shall be assessed on all the quarters completed whilst the agreement was in force, and shall be entitled to a pro-rata bonus accordingly. The pro-rata payment shall be effected only after the performance evaluation has been completed and contemplated in section 8 (4B) of the Municipal System Amendment 44 of 2003 and the Performance Management System Policy adopted by Council.
- 3.4 If at any time during the validity of this Agreement the work environment alters to (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) set out-
 - 4.1.1 The performance objectives and targets that must be met by the Employees; 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 Employees and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan of the Client, 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 indicator provides the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the time-framework in which the work must be achieved. The weightings show the relative importance of the key objective to each other.
- 4.4. The employee's performance will, in addition be measured in terms of contributions to 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 Municipality 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 must 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 agrees to participate in the Performance Management System that the Client adopts.

5.5 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (Including special projects relevant to the employee's responsibilities) within the Local Government Framework.

5.6. 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. The Employee must be assessed against both components, with a weighting of 80:20 allocated to KPA and the Core Managerial Competencies [CMCs] respectively.

5.6.1 Each area of assessment will be weighted and will contribute a pro rata to the total score.

5.6.2 KPA's covering the main areas of work will account 80% and CMC's will account for 20% of the final assessment.

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 Client and Employee:

| Key Performance Areas | Weighting |
|---|-------------|
| Institutional Transformation and Organisational Development | 20 |
| Basic Service Delivery and Development | 15 |
| Financial Management | 15 |
| Local Economic Development | 15 |
| Good Governance and Public Participation | 20 |
| Spatial Rationale | 15 |
| Total | 100% |

The CMCs will make up the other 20% of the Employee's assessment score. CMCs that are deemed to be most critical for the Employee's specific job should be selected from the list below as agreed to between the Client and Employee:

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| CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR) | | |
|--|------------------------------------|---------------|
| Core Managerial and Occupational Competencies | √ (Indicate choice) | Weight |
| Core Managerial Competencies: | | |
| Strategic Capability and Leadership | | 5 |
| Programme and Project Management | | 5 |
| Financial Management | Compulsory | 5 |
| Change Management | | 4 |
| Knowledge Management | | 5 |
| Service Delivery Innovation | | 5 |
| Problem Solving and Analysis | | 2 |
| People Management and Empowerment | Compulsory | 5 |
| Client Orientation and Customer Focus | Compulsory | 5 |
| Communication | | 2 |
| Honesty and Integrity | | 5 |
| Core Occupational Competencies: | | |
| Competence in Self-Management | | 5 |
| Interpretation of and implementation within the legislative and national policy frameworks | | 5 |
| Knowledge of developmental local government | | 5 |
| Knowledge of Performance Management and Reporting | | 5 |
| Knowledge of global and South African specific political, social and economic contexts | | 2 |
| Competence in policy conceptualisation, analysis and implementation | | 5 |
| Knowledge of more than one functional municipal field / discipline | | 5 |
| Skills in Mediation | | 5 |
| Skills in Governance | | 5 |
| Competence as required by other national line sector departments | | 5 |
| Exceptional and dynamic creativity to improve the functioning of the municipality | | 5 |
| 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 client 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 actions agreed to and implementation must take place within set time frames.

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6.4. The annual performance appraisal will involve:

6.4.1 Assessment of the achievement of results as outlined in the performance plan;

6.4.1.1 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.

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

6.4.1.3 The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

6.4.2. Assessment of Core Competency Requirements (CCRs);

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

6.4.2.2 An indicative rating on the five-point scale should be provided for each CMC. The applicable assessment rating calculator must then be used to add the scores and calculate a final CMC score.

6.4.3. Overall ratings

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal. The Assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCs:

| Level | Terminology | Description | Rating | | | | |
|-------|--|---|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee 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 achieves 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 | | | | | |

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| Level | Terminology | Description | Rating | | | | |
|-------|--------------------------|---|--------|---|---|---|---|
| | | | 1 | 2 | 3 | 4 | 5 |
| | | 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 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. | | | | | |

6.5. For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –

- 6.5.1 The Mayor
- 6.5.2 Chairperson of the audit committee;
- 6.5.3 Member of the Executive committee; and
- 6.5.4 Mayor or Municipal Manager from another Municipality
- 6.5.5 Ward Committee member as nominated by the mayor

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 periods with the understanding that reviews in the first and 3rd quarter may be verbal if performance is satisfactory

| | |
|----------------------------------|-------------------------|
| First Quarter | Second week of October. |
| Second Quarter | Third week of January. |
| Third Quarter | Second week of April. |
| Fourth Quarter and Annual Review | End of August. |

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 client'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 must be fully consulted before any such change is made.

7.5 The Employer may amend the provisions of Annexure B 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 changes is made.

7.6 Records/results of quarterly, mid-year and annual assessment/reviews and changes made to the performance agreement as a result of such evaluations will be documented as form part of the Annual Performance Report

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8. DEVELOPMENTAL REQUIREMENTS

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

9. OBLIGATION OF THE CLIENT

The Client shall –

- 9.1 Create an enabling environment to facilitate effective performance by the employee;
- 9.2 Provide access to skills development and capacity building opportunities;
- 9.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 9.4 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
- 9.5 Make available to the Employee such resource 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 Client; and
- 10.1.3 A substantial financial effect on the Client.

10.2 The Client agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 above to enable the Employee to take any necessary action without delay.

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 After the annual performance evaluation in terms of this performance agreement has been completed, the performance bonus ranging from 5% to 14% of all inclusive remuneration package may be paid to the Employee in recognition of outstanding performance.

11.3 In determining the performance bonus, of the relevant percentage will be based on the overall rating calculated by using the applicable assessment ratings calculator provided that;

- 11.3.1 a score of 130% to 149% will be awarded a performance bonus ranging between 5% to 9%; and
- 11.3.2 a score of 150% and above will be awarded a performance bonus in range between 10% to 14%

12.3 The outcome of any meetings and decisions of the employer, mediation or arbitration with regard to any dispute in terms of the performance agreement must form part of the report of the annual review to council.

13. GENERAL

13.1 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 Client.

13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

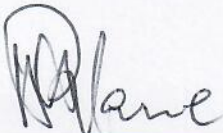
THUS SIGNED AT MOGWASE ON THIS.....^{30th}..... DAY OF June 2022



HOD: Acting Corporate Services




Municipal Manager




(1) Witness



(1) Witness



(2) Witness



(2) Witness

| Key Performance Indicator | Annual Targets 2021/2022 | 2020-2021 Baseline | 2021/2022 Quarterly Targets (Output) | Annual Budget 2021/2022 | Adjustment budget 2021/2022 | Special adjustment budget 2021/2022 | Portfolio of Evidence |
|---|---|--|--------------------------------------|---------------------------------|-----------------------------|-------------------------------------|--|
| KPA NO 2: Municipal Transformation and Organizational Development | | | | | | | |
| Strategic Objective: To Promote Accountability, Efficiency and Professionalism Within the Organization | | | | | | | |
| KPI 58 Communication strategy approved by council | Communication strategy approved by council by 30 June 2022 | Strategy reviewed but await approval by council | Q1 | Operational | Operational | Operational | Council resolution |
| | | | Q2 | | | | |
| | | | Q3 | | | | |
| | | | Q4 | Communication approved strategy | | | |
| KPI 59 Number of Newsletters Published | 4 newsletters published by 30 June 2022 | 4 newsletters published | Q1 | R200 000,00 | Operational | Operational | Copy of the Newsletter attached |
| | | | Q2 | | | | |
| | | | Q3 | | | | |
| | | | Q4 | | | | |
| KPI 60 Employment Equity Report submitted to Department of Labour | 2021/2022 Employment Equity Report submitted to Department of Labour by 15 January 2022 | No report was submitted to DoL in 2020/2021 financial year | Q1 | Operational | Operational | Operational | Acknowledgement letter from Department of Labour |
| | | | Q2 | | | | |
| | | | Q3 | EE report submitted to DOL | | | |
| | | | Q4 | | | | |
| KPI 61 Workplace Skills Plan submitted to LG_SETA | 2021/2022 Workplace Skills Plan submitted LG SETA by 21 April 2022 | 2020/2021 WSP submitted | Q1 | Operational | Operational | Operational | Acknowledgement letter from LGSETA |
| | | | Q2 | | | | |
| | | | Q3 | | | | |
| | | | Q4 | Work Skills Plan submitted | | | |

| Key Performance Indicator | Annual Targets 2021/2022 | 2020-2021 Baseline | 2021/2022 Quarterly Targets (Output) | Annual Budget 2021/2022 | Adjustment budget 2021/2022 | Special adjustment budget 2021/2022 | Portfolio of Evidence |
|---|---|---|--|-------------------------|-----------------------------|-------------------------------------|---|
| KPA NO 2: Municipal Transformation and Organizational Development | | | | | | | |
| Strategic Objective: To Promote Accountability, Efficiency and Professionalism Within the Organization | | | | | | | |
| KPI 62 Number of Local Labour Forum meetings held | 4 LLF meetings held by 30 June 2022 | 0 LLF meetings held | Q1 1 LLF meetings held Q2 1 LLF meetings held Q3 1 LLF meetings held Q4 1 LLF meetings held | Operational | Operational | Operational | Agenda, Attendance register and minutes |
| | KPI 63 Percentage of grievances resolved within 30 days of receipt | 100% of grievances resolved within 30 days of receipt by 30 June 2022 | Q1 0% of grievances was not resolved within 30 days. Still in progress | Operational | Operational | Operational | Agenda, Attendance register and minute |
| | | | Q2 100% of grievances resolved within 30 days of receipt | Operational | Operational | Operational | |
| | | | Q3 100% of grievances resolved within 30 days of receipt | Operational | Operational | Operational | |
| Q4 100% of grievances resolved within 30 days of receipt | | | Operational | Operational | Operational | | |
| KPI 64 Organizational Structure reviewed and approved by council | Organizational structure Reviewed and approved by March 2022 | organizational structure approved by council | Q1 - | Operational | Operational | Operational | Council resolution |
| | | | Q2 - | Operational | Operational | Operational | |
| | | | Q3 Approved organizational structure | Operational | Operational | Operational | |
| | | | Q4 - | Operational | Operational | Operational | |
| KPI 65 Number of OHS meetings held | 4 OHS meetings held by 30 June 2022 | 2 OHS meetings held | Q1 1 OHS meeting held | Operational | Operational | Operational | Minutes, agenda, reports |
| | | | Q2 1 OHS meeting held | Operational | Operational | Operational | |
| | | | Q3 1 OHS meeting held | Operational | Operational | Operational | |
| | | | Q4 1 OHS meeting held | Operational | Operational | Operational | |

| Key Performance indicator | Annual Targets 2021/2022 | 2020/2021 Baseline | 2021/2022 Quarterly Targets | Annual Budget 2021/2022 | Adjustment Budget 2021/2022 | Special Adjustment Budget 2021/2022 | Portfolio of Evidence |
|--|--|--|---|-------------------------|-----------------------------|-------------------------------------|---|
| KPA5 Good Governance and Public Participation | | | | | | | |
| Strategic Objectives: To ensure ethical and transparent government that is responsive to community needs and encourage public participation | | | | | | | |
| KPI 77 Number of youth programmes facilitated | 2 youth programmes facilitated by 30 June 2022 | New | Q1 - Q2 - Q3 - Q4 2 youth programmes facilitated | 1,000,000 | R1 000 000,00 | R1 000 000,00 | Attendance registers |
| | KPI 78 Number of letsema programmes conducted | 0 letsema programmes conducted by 30 June 2022 | Q1 0 programme was implemented | Operational | Operational | Operational | Attendance register, Programme and pictures |
| | | | Q2 - | Operational | Operational | Operational | Attendance register and minutes |
| | | | Q3 - | Operational | Operational | Operational | Attendance register and minutes |
| Q4 2 letsema programmes conducted | | | Operational | Operational | Operational | Attendance register and minutes | |
| KPI 79 Number of Physically/Disabled challenged meetings held | 2 Physically/Disabled challenged meetings held by 30 June 2022 | 0 meeting was held | Q1 1 Physically/Disabled challenged meetings held | Operational | Operational | Operational | Attendance register and minutes |
| | | | Q2 - | Operational | Operational | Operational | Attendance register and minutes |
| | | | Q3 - | Operational | Operational | Operational | Attendance register and minutes |
| | | | Q4 1 Physically/Disabled challenged meetings held | Operational | Operational | Operational | Attendance register and minutes |
| KPI 80 Number of gender awareness campaigns held | 2 gender awareness campaigns held by 30 June 2022 | New | Q1 1 gender awareness campaigns held | Operational | Operational | Operational | Attendance register and minutes |
| | | | Q2 - | Operational | Operational | Operational | Attendance register and minutes |
| | | | Q3 - | Operational | Operational | Operational | Attendance register and minutes |

| Key Performance indicator | Annual Targets 2021/2022 | 2020/2021 Baseline | 2021/2022 Quarterly Targets | Annual Budget 2021/2022 | Adjustment Budget 2021/2022 | Special Adjustment Budget 2021/2022 | Portfolio of Evidence |
|--|--|-----------------------------------|-----------------------------|-----------------------------------|-----------------------------|-------------------------------------|---|
| KPA5 Good Governance and Public Participation | | | | | | | |
| Strategic Objectives: To ensure ethical and transparent government that is responsive to community needs and encourage public participation | | | | | | | |
| KPI 81 Number of Council committee meetings held | 4 council committee meetings by 30 June 2022 | 6 council committee meetings held | Q4 | 1 gender awareness campaigns held | | | |
| | | | Q1 | 1 Council meeting | Operational | Operational | Agenda, Attendance register and minutes |
| | | | Q2 | 1 Council meeting | | | |
| | | | Q3 | 1 Council meeting | | | |
| | | | Q4 | 1 Council meeting | | | |
| KPI 82 Numbers of EXCO meeting held | 12 EXCO Meetings held by 30 June 2022. | 2 meetings held | Q1 | 3 EXCO meetings | Operational | Operational | Agenda, attendance register and minutes |
| | | | Q2 | 3 EXCO meetings | | | |
| | | | Q3 | 3 EXCO meetings | | | |
| | | | Q4 | 3 EXCO meetings | | | |

Annexure B: PERSONAL DEVELOPMENT PLAN DEVELOPMENTAL REQUIREMENTS

The aim of the Personal Development Plan (PDP) is to ensure that Employees are skilled to meet objectives as set out in the Performance Management Agreement for employees by legislation. Such career-path planning ensures competent employees for current and possible future positions. It is there to identify, prioritise and implement training needs.

Legislative needs taken into account comes from the Municipal Systems Act Guidelines: Generic Senior Management Competency Framework and occupational competency profiles, Municipal Finance Management Competency Regulations, such as those developed by the National Treasury and other line sector departments legislated competency requirements needs to be taken into consideration during the PDP Process

| 2021/2022 Personal Development Plan Acting Director : Corporate Services | | | | | | |
|---|------------------|--|----------------------------|----------------------|--|----------------|
| Skills/Performance Gap | Outcome Expected | Suggested Training/ Development Activities | Suggested Mode of delivery | Suggested Timeframes | Work opportunity created to practice skill/ Development Area | Support Person |
| None | None | None | None | None | None | None |