

2023/2024

Performance Agreement

Directorate: Technical Services



Tokoloko
Local Municipality

Tokoloko Municipality
A Nation that flies with Freedom!

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PERFORMANCE AGREEMENT

Made and entered into by and between:

The Municipality of Tokologo as represented by the

Acting Municipal Manager

M.A. SEHLOHO

(RSA identity number 871020 5770 080)

AND

M. HLAZO

(RSA identity number: 930805 5637 084)

The employee of the municipality

For

FINANCIAL YEAR: 1 JULY 2023 - 30 JUNE 2024

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Municipality of Tokologo Local Municipality herein represented by

M.A. SEHLOHO

(RSA identity number 871020 5770 080)

In his capacity as Acting Municipal Manager
(Hereinafter referred to as the Employer or Supervisor)
And

M. HLAZO

(RSA identity number: 930805 5637 084)

Employee of the Municipality of Tokologo
(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 56(1) (a) 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 56(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 56(4A), 56(4B) and 56(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 56(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;
- 2.4 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to assess whether the Employee has met the performance expectations applicable to his/her job;
- 2.5 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.6 give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3 COMMENCEMENTS AND DURATION

- 3.1 This Agreement will commence on the 1st July 2023 and will remain in force until 30th June 2024 where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next quarter or any portion thereof, if applicable
- 3.2 The parties will review the provisions of this Agreement at the end of each quarter. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least every quarter (if applicable) by not later than the beginning of each successive quarter.
- 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 above- mentioned 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-
 - a) the performance objectives and targets that must be met by the Employee; and
 - b) The time frames within which those performance objectives and targets must be met.

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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 and the Budget of the Employer, 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.

5 PERFORMANCE MANAGEMENT SYSTEMS

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 agrees to participate in the performance management and development system that the Employer adopts.

5.5 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.

5.6 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.

- a) The Employee must be assessed against both components with a weighting of 80:20 allocated to the Key
- b) Performance Areas (KPAs) and the Core Managerial Competencies (CMCs) respectively.
- c) Each area of assessment will be weighted and will contribute a specific part to the total score.
- d) KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.

5.7 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:

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Key Performance Areas (80% of Total)	Weighting
Basic Service Delivery	5
Municipal Institutional Development and Transformation	20
Local Economic Development	5
Municipal Financial Viability and Management	10
Good Governance and Public Participation	60
Total	100%

5.8 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 Employer and Employee:

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)		
CORE MANAGERIAL COMPETENCIES (CMC)	INDICATE CHOICE	WEIGHT
Core Managerial Competencies:		5
Strategic Capability		10
Programmed and Project Management		10
Financial Management	compulsory	
Change Management		
Knowledge Management		5
Service Delivery Innovation		10
Problem Solving and Analysis		
People Management and Empowerment	compulsory	10
Client Orientation and Customer Focus	compulsory	10
Communication		5
Honesty and Integrity		5
Core Occupational Competencies:		
Competence in self-management		5
Interpretation and implementation within the legislative and national policy frameworks		5
Knowledge of developmental local government		
Knowledge of performance management and reporting		
Knowledge of global and South African specific political, social and economic contexts		
Competence in policy conceptualization, analysis and implementation.		
Knowledge of more than one functional municipal field/ discipline		
Mediation skills		
Skills in governance		
Competence as required by other national line sector departments		

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Exceptional and dynamic creativity to improve the functioning of the municipality		5
Advanced influencing skills		
Partnership and Stakeholder Relations		5
Supply Chain Management		5
		100%

6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement 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
- c)

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.

7. The quarterly performance appraisal will involve:

7.1 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 7.3 below) must then be used to add the scores and calculate a final KPA score.

7.2 Assessment of the CMCs

- a) Each CMC 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 CMC.
- c) The applicable assessment rating calculator (refer to paragraph (7.1) must then be used to add the scores and calculate a final CMC score.

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7.3 Overall rating

- a) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
- b) 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 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.					
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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7.4 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established –

- 7.4.1 Member of the Executive Committee;
- 7.4.2 Chairperson/ Member of the Audit Committee;
- 7.4.3 Municipal Manager
- 7.4.4 Municipal Manager from another Municipality.

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 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 second and third quarter may be verbal if performance is satisfactory:

- a) July to September 2023 for the First quarter;
- b) October to December 2023 for the Second quarter;
- c) January to March 2024 for the Third quarter;
- d) April to June 2024 for the Fourth quarter.

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.

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 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.

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11. CONSULTATION

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

11.1.1 A direct effect on the performance of any of the Employee's functions;

11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3 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 performance bonus of 5% 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 –

12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.4.2 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.

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:

13.1.2 Any other person appointed by the MEC.

13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

14.1 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.

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14.2 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.

Signed at Boshof On this day of 26th Month July 2023

As Acting Municipal Manager [Signature]

Acting Technical Director [Signature]

Witness 1 [Signature]

Witness 2 [Signature]

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1. PURPOSE

The performance plan defines the council's expectations Director Technical Services 'performance agreement to which this document is attached and section 56(5) of the municipal System Act, 32 of 2000, which provides that performance objectives and targets must be based on key performance indicators as set in the municipality's Integrated Development Plan and SDBIP, as reviewed annually.

2. OBJECTIVES OF LOCAL GOVERNMENT

The following objectives of local government informed the IDP of Tokologo Local Municipality and will inform the Director Technical Services 'performance against set performance indicators:

- 2.1 provide democratic and accountable government for local communities
- 2.2 ensure the provision of service 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 organisations in the matters of local government

3. SCORECARD OF THE DIRECTOR TECHNICAL SERVICES

3.1. The Tokologo Municipality Local municipality approved five (5) Key Performance Areas in the IDP of 2022-2027. The targets to achieve the objectives for the 2023/2024 were defined in the approved SDBIP 2023/2024. The Municipal Manager is required to ensure that all targets, programmes and project as committed in the IDP 2023/2024 are delivered according to the commitment of the Management, Section 79 Committee and Council.

A key principle is that the departmental heads must lead all programmes allocated to them in the SDBIP 2023/2024, and ensure that departmental units contribute, comply and report.

The scorecard of the Technical Services is made up of the following:

- Core managerial competencies of the Technical Services
- Core service delivery targets of the Technical Services

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3.2 CORE MANAGERIAL COMPETENCIES OF THE TECHNICAL SERVICES DIRECTOR

CORE MANAGERIAL COMPETENCIES	WEIGHT
Financial Management	10%
People Management and Empowerment	20%
Client Orientation and Customer Focus	10%
Strategic Capability and Leadership	10%
Problem Solving and Analytical thinking	10%
Service Delivery Innovation	20%
Competency in Policy Conceptualization and Implementation	10%
Honesty and Integrity	10%
	100%

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3.3 DETAILED SCORECARD OF THE DIRECTOR TECHNICAL SERVICES

The outcome targets of Director Technical Service's scorecard are achieved only if the outputs of the SDBIP are achieved. However, for the purpose of measuring the performance of the Director Technical Services against entire SDBIP, the following KPAs totalling 80 points of Director Technical Service's scorecard will be used:

The detailed scorecard of the Director Technical Services summarises the specific requirements of Director Technical Services in 3.1 and 3.2 and indicates in detail how the items above are measured and scored.

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DIRECTORATE TECHNICAL SERVICES - SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN 2022/2023												
Key Performance Area	Focus Area	IDP Strategic Objective	Key Performance Indicator	Baseline Indicator	Inputs	Annual Target	Q1 Original Target	Q2 Original Target	Q3 Original Target	Q4 Original Target	Portfolio of Evidence	
Service Delivery and Infrastructure Development	Water	To improve access to water delivery	Percentage of households with access to water services	100% households had access to water in 2022/2023	Internal Municipal Resources	100% households with access to water services within their sites by 30 th June 2024	1 report of households with access to water services	1 report of households with access to water services	1 report of households with access to water services	1 report of households with access to water services	Technical Report on access to water services	
		To ensure compliance with water management regulation	Percentage blue drop status and water samples tested	Boshof 97.2%, Dealesville 97.2% and Hertzogville 100% in 2022/2023	Internal Municipal Resources	50% blue drop status by 30 th June 2024	0	0	0	0	50% Blue Drop Status	Blue Drop Reports
		To ensure compliance with waste water management regulation	Percentage green drop status and water samples tested	Achieved 39% in 2022/2023	Internal Municipal Resources	50% green drop status by 30 th June 2024	0	0	0	0	50% Green Drop Status	Green Drop Reports
	Sanitation	To ensure 100% access to basic sanitation	Percentage of households with access to sanitation service within the RDP standards	100% households had access to sanitation in 2022/2023	Internal Municipal Resources	100% households with access to sanitation service within their sites by 30 th June 2024	1 report of household with access to sanitation	1 report of household with access to sanitation	1 report of household with access to sanitation	1 report of household with access to sanitation	1 report of household with access to sanitation	Technical Reports on access to sanitation.
		Capital Spending	To improve overall financial management	Maintenance Status of oxidation ponds	New indicator	Internal Municipal Resources	100% maintenance of oxidation ponds by June 30 th June 2024	1 report on maintenance of oxidation ponds	1 report on maintenance of oxidation ponds	1 report on maintenance of oxidation ponds	1 report on maintenance of oxidation ponds	Quarterly reports on maintenance of oxidation ponds
			To improve overall financial management	Percentage of Capital funding spend	100% MIG funding spent in 2022/2023	MIG funding	100% MIG funding spend by 30 June 2024	25% MIG Expenditure Report	25% MIG Expenditure Report	25% MIG Expenditure Report	25% MIG Expenditure Report	Allocation letter and MIG payment certificate
	Capital Spending	To improve overall financial management	Percentage of Capital funding spend	78% RBIG funding spent in 2022/2023	RBIG funding	100% RBIG funding spend by 30 June 2024	25% RBIG Expenditure Report	25% RBIG Expenditure Report	25% RBIG Expenditure Report	25% RBIG Expenditure Report	25% RBIG Expenditure Report	Allocation letter and RBIG payment certificate
		To improve overall financial management	Percentage of Capital funding spend	61% WSIG funding spent in 2022/2023	WSIG funding	100% WSIG funding spend by 30 June 2024	25% WSIG Expenditure Report	25% WSIG Expenditure Report	25% WSIG Expenditure Report	25% WSIG Expenditure Report	25% WSIG Expenditure Report	Allocation letter and WSIG payment certificate
		To improve overall financial management	Percentage of Capital funding spend	New indicator	EPWP funding	100% EPWP funding by 30 June 2024	25% EPWP Expenditure report	25% EPWP Expenditure report	25% EPWP Expenditure report	25% EPWP Expenditure report	25% EPWP Expenditure report	Allocation letter and EPWP Expenditure certificate

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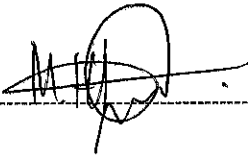
DIRECTORATE TECHNICAL SERVICES - SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN 2022/2023												
Key Performance Area	Focus Area	IDP Strategic Objective	Key Performance Indicator	Baseline Indicator	Inputs	Annual Target	Q1 Original Target	Q2 Original Target	Q3 Original Target	Q4 Original Target	Portfolio of Evidence	
	Electricity	To improve access to energy and sanitation	Percentage of streetlights and meter boxes repaired	100% streetlights and meter boxes were repaired and maintained in 2022/2023	Internal Municipal Resources	100% streetlights and meter boxes repaired by 30 th June 2024	streetlights and meter boxes maintained and repaired	streetlights and meter boxes maintained and repaired	streetlights and meter boxes maintained and repaired	streetlights and meter boxes maintained and repaired	Repairs and Maintenance Reports	
			Percentage of household provided with refuse removal services at least twice a week	100% households provided with refuse removal services at least twice a week in 2022/2023	Internal Municipal Resources	100% households provided with refuse removal services at least twice a week by 30 th June 2024	households provided with regular refuse removal	households provided with regular refuse removal	households provided with regular refuse removal	households provided with regular refuse removal	households provided with regular refuse removal	Reports on Waste Removal Services and schedule
			Percentage of landfill sites maintained to the required standards	100% landfill sites in Boshof, Hertzogville and Dealesville not in maintained 2022/2023	Internal Municipal Resources	100% landfill sites in Boshof, Hertzogville and Dealesville maintained by 30 th June 2024	maintenance quarterly report of landfill sites	maintenance quarterly report of landfill sites	maintenance quarterly report of landfill sites	maintenance quarterly report of landfill sites	maintenance quarterly report of landfill sites	maintenance quarterly report of landfill sites
Public Participation and Good Governance	Good Governance	Compliance with Legislative Framework and MFMA	Number of Performance Evaluation Reports on Service Provider Performance	performance evaluation reports on service provider performance in 2022/2023	Internal Municipal Resources	4 performance evaluation reports on service provider performance by 30 th June 2023	1 Performance evaluation Report	1 Performance Evaluation Report	1 Performance Evaluation Report	1 Performance Evaluation Report	Performance plan and Evaluation Reports on Service Provider Performance	

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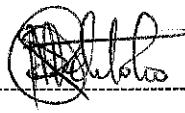
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4. ACCEPTANCE OF PLAN

Performance plan for **M.Hlazo: Acting Director Technical Services** for period 01 July 2023 to 30 June 2024

Signed and Accepted by:  _____

Date: 25/07/2023

Signed by **M.A. SEHLOHO: Acting Municipal Manager:**  _____

Date: 25/07/2023