

Fezile Dabi
District Municipality

**PERFORMANCE PLAN
MUNICIPAL MANAGER
FEZILE DABI DISTRICT MUNICIPALITY**

2014 - 2015

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1. Purpose

The performance plan defines the Council's expectations of the Municipal Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and SDBIP as reviewed annually.

2. Key Responsibilities

The following objects of local government will inform the Municipal Manager'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 organisations in the matters of local government.

3. Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

- 3.1 Municipal Transformation and Organisational Development.
- 3.2 Basic Service Delivery
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

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PERFORMANCE PLAN

Municipal Manager

Key Performance Area	Weighting	Performance Indicator	Target	Progress on date of review	Score				Evidence
					1 Q	2 Q	3 Q	4 Q	
1. Municipal Transformation and Organisational Development	20	Preparation of Service Level Agreements with Service providers	Concluded & signed Service Level Agreements						Copies of signed service level agreements.
		Number of Occupational Health & Safety reports submitted indicating the rate of safety incidents and claims	FDDM Officials						Employee Wellness Programme quarterly
		Number of reports submitted to management, indicating elements of fraud, theft, corruption and mismanagement of assets	4 reports						Copies of reports indicating elements of fraud, theft, corruption and mismanagement
		Submission of monitoring reports from Service providers	4 monitoring reports						Monitoring Report on performance of service providers.
		Develop the leave plan and maintain compliance	Leave plan 31 July 2014						Leave plan
		Number of departmental meetings held	8 Meetings (2 per quarter)						Schedule, minutes, agenda and attendance registers of the departmental meetings
		Number of management meetings held	At least 3 meetings per quarter						Minutes and attendance registers of management meetings
		All employees at post level 1-3 allocated to the department each has concluded an individual performance scorecard for the 2014/15 financial year	30-Jul-14						Signed individual performance scorecards with PDP's

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Municipal Manager



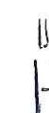

Key Performance Area	Weighting	Performance Indicator	Target	Progress on date of review	Score				Evidence
					1 Q	2 Q	3 Q	4 Q	
2. Infrastructure Development and Service Delivery	20	SPATIAL PLANNING							
		Number of SDFs developed and reviewed for the District & local Municipalities	3 SDFs by June 2015						Reviewed and approved SDF
		Number of workshops and trainings conducted in relation to planning laws, policies and standards	1 training						Report, minutes and attendance registers.
		Number of development applications received	As and when applications are submitted for comments						Register of applications.
		Number of site visits on development applications received	On submitted applications						Copy of schedule
		Number of Municipalities provided with assistance by Town Planning personnel of FDDM	2 local Municipalities						Report on support provided and attendance register
		GEOGRAPHY INFORMATION SYSTEM							
		Number of Municipalities with functional corporate GIS including the District	4 Local Municipalities and the District						Up and running GIS system in the District and Local municipalities
		Availability of GIS data	4 Local Municipalities and the District						Up and running GIS system in the District and Local municipalities
		Number of Local municipalities within the District connected to FDDM corporate GIS	4 Local Municipalities and the District						Up and running GIS system in the District and Local municipalities

Key Performance Area

Municipal Manager

Key Performance Area	Weighting	Performance Indicator	Target	Progress on date of review	Score				Evidence
					1 Q	2 Q	3 Q	4Q	
3. Local Economic Development	10	Ensure that the IDP contains a financial plan and a budget projection for the next three years	31-Mar-15						Draft IDP and financial plan
		Ensure that sustainable community investment programmes are introduced and implemented	31-Mar-15						Newly introduced community programmes
		Number of SMME's supported through ESS	12 SMME's						Monthly reports
		Number of meetings held for District Local Economic Forum	2 (1 per semester)						Quarterly reports from District Local Economic Forum. Minutes, agenda and attendance registers

Total Score	0	0	0	0
Weighted Score	0	0	0	0

Municipal Manager

Key Performance Area	Weighting	Performance Indicator	Target	Progress on date of review	Score				Evidence
					1 Q	2 Q	3 Q	4 Q	
4. Municipal Financial Viability and Management	20	Ensure timely preparation of the Directorate's draft budget for 2015/16 based on the approved IDP.	31-Mar-15						Departmental budget with SDBIP and operational plan
		Ensure sound management of the budget votes allocated to the Directorate							
		• No irregular expenditure	None be incurred						Report of irregular expenditure
		• No unauthorised expenditure							Report of unauthorized expenditure
		• No fruitless and wasteful expenditure							Report of fruitless and wasteful expenditure
		Ensure a 5% reduction change in unauthorized, fruitless, wasteful and irregular expenditure based on year-on-year comparisons	Quarterly						Report of irregular, unauthorized, fruitless and wasteful expenditure
		Achieve financially unqualified audit report for the 2013/14 Financial Year with no other matters.	31-Dec-14						Auditor General's report
		Number of internal audit interventions instituted to Local Municipality's	As per the needs analysis (Quarterly)						Quarterly reports of interventions
		Comprehensive financial management policies are developed in consistent with GRAP/GAMAP guidelines	Ongoing						Newly developed financial management policies
		Number of business continuity phases implemented	Phased in approach (Quarterly)						Quarterly progress reports from the security unit submitted to management
		Respond satisfactorily to internal and external audit enquiries relating to the Directorate.	Within 05 days after receipt of report to the MM					Register of all internal and external queries responded to by MM department	

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Municipal Manager

Key Performance Area	Weighting	Performance Indicator	Target	Progress on date of review	Score				Evidence
					1 Q	2 Q	3 Q	4 Q	
5. Good Governance and Public Participation	20	INTEGRATED DEVELOPMENT PLAN (IDP)							
		Number of engagements with stakeholders:							
		District IDP Managers' forum	4 (! per quarter)						Minutes and attendance registers of IDP Managers' forums
		IDP Public Participation process	1 IDP Public Participation meeting in all local Municipalities						Minutes and attendance registers of IDP public participation meetings
		IDP Steering committee meeting	1 IDP Steering committee						Minutes and attendance registers of IDP Steering committee.
		IDP Representative forum	1 IDP Representative forum						Minutes of the IDP Representative Forum
		PERFORMANCE MANAGEMENT SYSTEM							
		Number of performance plans developed for the 2015/2016 Financial Year.	6 APPs by 2014/05/31						Draft performance plans and agreements
		Cascading PMS to line managers and staff with the municipality.	All Employees						Copies Individual Score Cards and Agreements.
		Number of performance assessments reports prepared:							
		Number of quarterly performance assessment reports.	4 by June 2015						Quarterly Reports.
		Mid-Year Budget and Performance Assessment Report.	25-Jan-15						Mid-Year Report
		Annual Report.	25-Jan-15						Annual Report.
		100% of the IDP, Budget and SDBIP:	31-May-14						Top layer SDBIP approved by Council
		Number of performance internal audit reports	4 reports						Internal Audit Reports
		COMMUNICATIONS							
		Number of issues published	Number of monthly updates						Quarterly Issues.
		Number of meetings held, Number of programs	Number of monthly updates						Report, minutes and
		Number of radio slots	10 Radio slots						Report from the communications unit
		Number of monthly updates	12 by June 2014						Updated website
		INTERGOVERNMENTAL RELATIONS (IGR)							
		Number of meetings held:							

Key Performance Area

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Municipal Manager

Key Performance Area	Weighting	Performance Indicator	Target	Progress on date of review	Score				Evidence
					1 Q	2 Q	3 Q	4 Q	
		District Coordination Forum (DCF)	2						Report/Presentations, minutes and attendance registers.
		Technical IGR	2						Report/Presentations, minutes and attendance registers.
		Municipal Managers Forum	4						Report/Presentations, minutes and attendance registers.
		Local Economic Development Forum	2						Report/Presentations, minutes and attendance registers.
		Chief Financial Officers Forum	2						Report/Presentations, minutes and attendance registers.
		Communicators Forum	4						Report/Presentations, minutes and attendance registers.
		Technical Managers Forum	4						Report/Presentations, minutes and attendance registers.
		Corporate Support Services forum	4						Report/Presentations, minutes and attendance registers.
		MTAS Forum	3						Report/Presentations, minutes and attendance registers.
		Water sector Forum	3						Report/Presentations, minutes and attendance registers.
		Disaster Management forum	4						Report/Presentations, minutes and attendance registers.
		INTERNAL AUDIT							
		Number of internal audit reports	4 reports						Reports of IA.

Key Performance Area



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Municipal Manager

Key Performance Area	Weighting	Performance Indicator	Target	Progress on date of review	Score				Evidence		
					1 Q	2 Q	3 Q	4 Q			
		Number of meetings held (Internal Audit Committee)	4 meetings						Attendance registers, minutes and report		
		Number of meetings held (Oversight Committee)	4 meetings						Report, minutes and attendance register.		
		RISK MANAGEMENT									
		Reduction of high risk levels to tolerable levels:									
		Risk Management	Jun-15						Updated Risk Register		
		Risk Assessment	Quarterly						Updated Risk Register		
		Implementation of risk treatment plan	Quarterly						Copy of risk treatment plan		
		Number of workshops conducted.	1 workshop by June 2015						Reports, minutes and attendance register.		
		Number of risk management committee meeting held.	4 meetings						Reports, minutes and attendance register.		
		SECURITY									
		Number of traceable and reported incidents	100% of the incidents reported be investigated and						Reports of incidents		
		Number of workshops conducted.	1 workshop by May 2015						Reports, minutes and attendance register.		
		Total Score				0	0	0	0	0	
				Weighted Score				0	0	0	0

Key Performance Area

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CORE COMPETENCY REQUIREMENTS

Municipal Manager

Core Managerial and Occupational Competencies	Weighting	Description/Definition	Comments/Observations	Rating			
				1 Q	2 Q	3 Q	4 Q
Compulsory Core Competency Requirements							
Financial Management	20	Compiles and manages budgets, controls cash flow, institutes risk management and administers supply chain management processes in accordance with legal prescripts and generally recognised accounting practices in order to ensure the achievement of the Municipality's strategic objectives.					
People Management and Empowerment	20	Manages and encourages people, optimises their outputs and effectively manages relationships in order to achieve the Municipality's strategic objectives.					
Client Orientation and Customer Focus	20	Willing and able to deliver services effectively and efficiently in order to put the spirit of customer service (Batho Pele) into practice					

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Municipal Manager

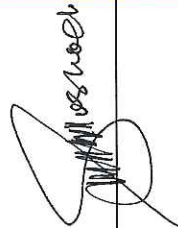
Core Managerial and Occupational Competencies	Weighting	Description/Definition	Comments/Observations	Rating
Selected Core Competency Requirements				
Strategic Capability and Leadership	10	Provides a vision, sets the direction for the administration and inspires others to deliver on the municipality's mandate		1 Q 2 Q 3 Q 4 Q
Problem Solving and Analysis	10	Systematically identifies, analyses and resolves existing and anticipated problems in order to reach optimum solutions in a timely manner.		
Programme and Project Management	10	Plans, manages, monitors and evaluates specific activities in order to deliver the desired outputs and outcomes.		
Honesty and Integrity	10	Displays and builds the highest standards of ethical and moral conduct in order to promote confidence and trust in the Municipality.		

Signed and accepted by (Municipal Manager):



Date: 26/06/2014

Signed and accepted by (Executive Mayor) on behalf of the Council:



Date: 26/06/2014

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Municipal Manager

Rating Achieved

Key Performance Area

Possible Rating

- 1 Municipal Transformation and Organisational Development
- 2 Basic Service Delivery
- 3 Local Economic Development (LED).
- 4 Municipal Financial Viability and Management
- 5 Good Governance and Public Participation

Weighting

20 80 65 25 40 115

Total Achieved 100 325

100%
80%

Weighted Score

0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%

Rating Achieved

Possible

Core Competency Requirements

Rating 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter

Compulsory

- 1 Financial Management
- 2 People Management and Empowerment
- 3 Client Orientation and Customer Focus

Weighting

20 20 20 5 5 5

Selected Core Competency Requirements

- 1 Strategic Capability and Leadership
- 2 Problem Solving and Analysis
- 3 Programme and Project Management
- 4 Honesty and Integrity

Weighting

10 10 10 10 9 5 5 5

Total Achieved 100 39

0 0 0 0 0 0

Scoresheet

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Municipal Manager

Weighted Score
100%
20%

0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%

Final Weighted Score Achieved	0.00%	0.00%	0.00%	0.00%
Final Score Achieved	0.00%	0.00%	0.00%	0.00%

(a) a score of 130% to 135% is awarded a performance bonus of 6%; and
 (b) a score of 136% to 140% is awarded a performance bonus of 8%; and
 (c) a score of 141% to 145% is awarded a performance bonus of 10%; and
 (d) a score of 146% to 150% is awarded a performance bonus of 12%; and
 (e) a score of 151% and above is awarded a performance bonus of 14%

Signature: Municipal Manager: _____

Date: 26/06/2014

Signature: Executive Mayor: _____

Date: 26/06/2014

PERSONAL DEVELOPMENT PLAN

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Date: 26/06/2014

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Date: 26/06/2014

PERFORMANCE AGREEMENT

PERFORMANCE AGREEMENT



FEZILE DABI

District Municipality

Made and entered into by and between:

CLLR. M. MOSHODI (The Executive Mayor)

and

Ms L. Molibeli (The Municipal Manager)

**FOR THE FINANCIAL YEAR:
01 July 2014 TO 30 JUNE 2015**

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ENTERED INTO BY AND BETWEEN

The Fezile Dabi District Municipality herein represented by **Cllr. M. Moshodi** in his capacity as the Executive Mayor (hereinafter referred to as the Employer or Supervisor)

and

Ms. L. Molibeli the Municipal Manager for the Municipality of Fezile Dabi District (herein after referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("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 reporting 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 parties agree that 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 parties;
- 2.2 specify objectives and targets established for the Employee and 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;

- 2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee and/or to assess whether the Employee has met the performance expectations applicable to his 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 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 the **1st July 2014** and will remain in force until **31st June 2015** 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 will review the provisions of this Agreement during June each year and will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out:
 - 4.1.1 the performance objectives and targets that must be met by the Employee; and
 - 4.1.2 the time frames within which those performance objectives and targets must be met.

- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee, and based on the Municipal 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 Municipality's Integrated Development Plan.



5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 5.2 The Employee accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standards that will be included in the Performance Management System as applicable to the Employee.
- 6.** The Employee agrees to participate in the performance management and development system that the Employer adopts.
- 6.1 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.
- 6.2 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.

- 6.2.1 The Employee must be assessed against both components, with weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Competencies (CMCs) respectively.
- 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.2.3 KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.
- 6.3 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)	Weighting
Municipal Transformation and Organizational Development	20
Infrastructure development and Basic Service Delivery	20
Local Economic Development (LED)	20
Municipal Financial Viability and Management	20
Good Governance and Public Participation	20
Total	100%

- 6.4. 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 the Employee:



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CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES		
CORE MANAGERIAL COMPETENCIES		WEIGHT
Strategic Capability & Leadership	√	10
Programme and Project Management	√	10
Financial Management	√	20
Change management		
Knowledge management of developmental local government		
Service delivery innovation		
Problem Solving and Analytical Thinking	√	10
People Empowerment and Diversity Management	√	20
Client orientation and Customer focus	√	20
Communication		
Accountability and Ethical Conduct	√	10
Honesty & Integrity		
Skills in government		
Policy conceptualization and implementation		
Mediation skills		
Advanced negotiation skills		
Advanced influencing skills		
Partnership and stakeholder Relations		
Supply Chain Management		
TOTAL		100%

7. EVALUATING PERFORMANCE

7.1 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 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.

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 implementation must take place within set 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.

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7.5 The annual performance appraisal will involve:

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

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to *ad hoc* tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 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 6.5.1) must then be used to add the scores and calculate a final CMC 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.

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

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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.					

7.7. For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established –

6.7.1 Executive Mayor/ Mayor;

6.7.2 Chairperson of the Audit Committee;

6.7.3 Member of the Mayoral Committee; and

6.7.4 Mayor and/ or Municipal Manager from another Municipality.

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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 first and third quarter may be verbal if performance is satisfactory:

First quarter:	July – September 2014
Second quarter:	October – December 2014
Third quarter:	January – March 2015
Fourth quarter:	April – June 2015

- 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

Then Personal Developmental Plan (PDP) for addressing developmental gaps is attached as Annexure B

10. EMPLOYER OBLIGATIONS

- 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 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 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 –

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 8% 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 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 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; or

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

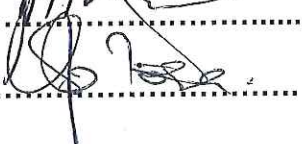

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.

14.2 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.

L. F. T.E
w.m. TL

Thus done and signed at SASOLBURG on this 26 day of JUNE 2014.

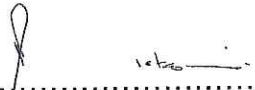

AS WITNESSES:


1. 
2. 


(Employee)

Thus done and signed at SASOLBURG on this 26 day of JUNE 2014.

AS WITNESSES:

1. 
2. 


(Employer)

EMPLOYMENT CONTRACT