

PERFORMANCE AGREEMENT

(Revised SDBIP)

2023/2024



Made and entered into by and between:

BOJANALA PLATINUM DISTRICT MUNICIPALITY

As represented by the **Acting Municipal Manager**

DR AJ Mothupi

and

Ms MM Raditladi

(in her capacity as the **Acting Director: Community Development Services** and
Employee of Bojanala Platinum District Municipality)

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The **BOJANALA PLATINUM DISTRICT MUNICIPALITY** herein represented by **Dr AJ Mothupi** in his capacity as the **Acting Municipal Manager** (hereinafter referred to as the **Accounting Officer**)

and

Ms MM Raditladi in her capacity as **Acting Director: Community Development Services** and an Employee of the **BOJANALA PLATINUM DISTRICT MUNICIPALITY** (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1. The Employer has entered into a contract of employment with the Employee in terms of section 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 "the Parties".
- 1.2. Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance Agreement.
- 1.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.

The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

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2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to

- 2.1 comply with the provisions of Section 57(1) (b), (4A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 comply with the provisions of Section 78(1)(a), (b), (c), (d), (e), (f) and (g) of the Municipal Finance Management Act 56 of 2003 as well as S78(2);
- 2.3 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;
- 2.4 specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.5 monitor and measure performance against set targeted outputs;
- 2.6 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;
- 2.7 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.8 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 2023 and will remain in force until 30 June 2024 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. The parties will conclude a new Performance Agreement and Performance Plan that replaces this

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Table 2: CCRs and weightings

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)		
CORE MANAGERIAL AND OCCUPATIONAL COMPETENCIES	INDICATE CHOICE	WEIGHT
Core Managerial Competencies		
Strategic Capability and Leadership	✓	
Programme and Project Management		
Financial Management (compulsory)	✓	
Change Management	✓	
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analysis		
People Management and Empowerment (compulsory)	✓	
Client Orientation and Customer Focus		
Communication	✓	
Honesty and Integrity	✓	
Core Occupational Competencies		
Competency in Self Management	✓	
Interpretation of and implementation within the legislative and national policy frameworks	✓	
Knowledge of developmental Local Government	✓	
Knowledge of Performance Management and Reporting	✓	
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 municipal field/discipline	✓	
Skills in mediation		
Skills in Governance	✓	
Competency as required by other national line sector departments		
Exceptional and dynamic creativity to improve the functioning of the municipality		
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 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 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.
- 6.5 The annual performance appraisal will involve:
- 6.5.1 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 must then be used to add the scores and calculate a final KPA score

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6.5.2 Assessment of the CCRs

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

6.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

- 6.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

Table 3: Performance Ratings

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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- 6.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established –
- 6.7.1 The Municipal Manager;
 - 6.7.2 Chairperson of the Audit Committee;
 - 6.7.3 Member of the Mayoral Committee;
 - 6.7.4 Municipal Manager from another Municipality; and
 - 6.7.5 Any other external expert as may be nominated by the Municipal Manager.

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 dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:
- | | | |
|----------------|---|---|
| First quarter | : | July-September (3 rd week October) |
| Second quarter | : | October-December (3 rd week January) |
| Third quarter | : | January-March (3 rd week April) |
| Fourth quarter | : | April-June (3 rd week July) |
- 7.2 The Employee shall ensure that the relevant portfolio of evidence is submitted for audit purposes at least by the end of the 2nd week of the new Quarter.
- 7.3 The Employee shall ensure that in line with the MFMA, all fruitless and wasteful expenditure within his/her department/directorate is minimized. However, where such occurs and is apparent, subject to necessary investigations and related processes the Employee shall be held liable.
- 7.4 The Employer shall keep a record of the mid-year review and annual assessment meetings
- 7.5 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

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- 7.6 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.
- 7.7 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.

8. DEVELOPMENTAL REQUIREMENTS

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

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall –
 - 9.1.1 Create an enabling environment to facilitate effective performance by the employee;
 - 9.1.2 Provide access to skills development and capacity building opportunities;
 - 9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
 - 9.1.4 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
 - 9.1.5 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.

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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 Employer; and
 - 10.1.3 A substantial financial effect on the Employer.
- 10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable 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 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that:

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Table 4: 2006 Regulations score ratings & bonus applicable

Overall Score	Possible Performance Bonus Award
>129%	0 %
130% to 149%	5% to 9%
150%	10% to 14%

- 11.3 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.
- 11.4 In the case of unacceptable performance, the Employer shall –
- 11.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 11.4.2 After appropriate performance counseling 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.

12. DISPUTE RESOLUTION

- 12.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or salary increment in the must be mediated by
- 12.1.1 The MEC for Developmental Local Government and Traditional Affairs within thirty (30) days of receipt of a formal dispute from the Employee; or

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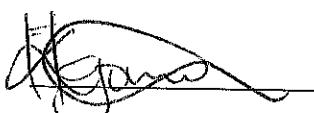
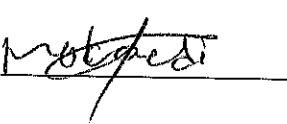
- 12.1.2 Any other person designated by the MEC for Developmental Local Government and Traditional Affairs
- 12.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

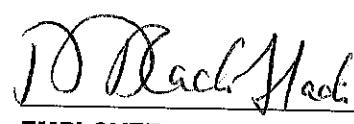
13. GENERAL

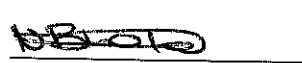
- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Rustenburg on this the 11th day of March 2024.

AS WITNESSES:

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EMPLOYEE

AS WITNESSES:
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MUNICIPAL MANAGER

Key Performance Area	Strategic Objective	Key Performance Indicator	Annual Target				Portfolio of Evidence	
			Baseline	Budget	Q 1	Q 2	Q 3	Q 4
Basic service delivery and infrastructure development	To ensure provision of effective firefighting and rescue services in the district	Number of portable firefighting pumps procured and delivered	New	3 portable firefighting pumps procured and delivered by 30 June 2024	Target applicable	not SCM processes completed	not Appointment of provider	Q1; Target no service applicable Q2 and Report delivery of 3Q3; Target no applicable Q4 Appointment letter, report delivery note
		Number of vehicles procured and delivered	New	1 vehicle procured and delivered by 30 June 2024	SCM processes completed, Service provider appointed	not Target applicable	not 1 delivered	Vehicle Q1; Report appointment letter Q2; Q; Target no applicable Q4 - Report delivery note
		Number of compressed air foam system procured and delivered	New	2 x compressed air foam system procured and delivered by 30 June 2024	Target applicable	not SCM processes completed	not Appointment of provider	Q1; Target no service applicable Q2- and Q3 -Target no delivery of 2 applicable compressed air foam system Appointment letter, report delivery note
		Number of firefighting water tankers procured and delivered	New	1 x firefighting water tanker in 22/23FY	SCM processes completed, Service provider appointed	not Appointment service provider	1 firefighter water tanker delivered	xQ1 - Report an appointment letter Q2 - Target no applicable Q3 - Appointment letter Q4 - Report an delivery note
		Number of dual response vehicles procured and delivered	New	1 x dual responder	Target applicable	not SCM processes completed, Service provider appointed	not 1 x response vehicle delivered	dual Q1 - Report an appointment letter Q2; Q3 - Target no applicable Q4 - Report delivery note
Key Strategic Objective			Quarterly Targets				Portfolio of	T.B A.J. T.A M.R. N.B

Performance Area	Key Performance Indicator	Baseline	Annual Target	Budget	Q 1	Q 2	Q 3	Q 4	Evidence
Good governance and public participation	To ensure provision of effective firefighting and rescue services in the district	Number of safety inspections conducted	New	60 safety inspections conducted by 30 June 2024	15 safety inspections conducted	15 safety inspections conducted	15 safety inspections conducted	15 safety inspections conducted	Q1;Q2;Q3;Q4 Report
	Number of training sessions conducted	New	40 public training sessions conducted by 30 June 2024	10 public training sessions conducted	10 public training sessions conducted	10 public training sessions conducted	10 public training sessions conducted	10 public training sessions conducted	Q1;Q2;Q3;Q4 Report
	Number of Bylaw enforcements conducted	New	60 Bylaw enforcements conducted by 30 June 2024	15 Bylaw enforcements conducted	15 Bylaw enforcements conducted	15 Bylaw enforcements conducted	15 Bylaw enforcements conducted	15 Bylaw enforcements conducted	Q1;Q2;Q3;Q4 Report
	Number of District Fire Officers Forum meetings held	New	4 District Fire Officers Forum meetings held by 30 June 2024	1 District Officers Forum meetings held	Fire1	District Officers Forum meetings held	Fire1	District Officers Forum meetings held	Fire1; District Officers Forum meetings held
	To ensure provision of effective community safety initiatives	Number of reports on New community safety crime prevention through environmental designs conducted	2 reports on New community safety crime prevention through environmental designs conducted by 30 June 2024	1 report on Operational community safety prevention through environmental designs conducted	onTarget not applicable	Target not applicable	1 report on community safety crime prevention through environmental designs conducted	1 report on community safety crime prevention through environmental designs conducted	Q1; Q2; Q3; Target not applicable Q4 - Report
	Number of Community Safety forums established	New	1 Community Safety Forum established by 30 June 2024	Target applicable	not1 Community Safety Forum established	Target not applicable	not1 Community Safety Forum established	Target not applicable	Q1; Target no applicable Q2; Report Q3;Q4 - Target no applicable
	To promote and sustain an integrated approach to Social Development Services	Indigents/households provided with food parcels in all 5 Local Municipalities	120 Indigents/households provided with food parcels in all 5 Local Municipalities by 30 June 2024	R 500 000	30 Indigents/households provided with food parcels with food parcels	Target applicable	not60 Indigents/households provided with food parcels	Q1;Q2; Report Q3; Target no applicable Q4 - Target no applicable	Q1;Q2;Q3; Target no applicable Q4 - Target no applicable

Annexure B: INDIVIDUAL LEARNING PLAN (Include Skills Gap)

Acting Director: CDS	Ms MM Raditadi	Employee No	1115
Job Title:	Acting Director	Department:	Community Development Services
Accounting Officer:	DR AJ Mothupi	Date:	11 March 2024

Skills / Performance Gap	Outcomes Expected	Suggested training and / or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practise skill / development area	Support Person
Leadership development	Effective leader	Leadership Course	Visual / physical	1 year	Strategic Leadership	Accounting Officer
Conflict Management	Resolve conflicts	Conflict Management Course	Visual / physical	1 month	Management	Accounting Officer
Financial Management	Effective management	MFMP	Physical	1 year	Strategic Leadership	Accounting Officer

Acting Director's Signature:	<i>M Dach Mael</i>	Date	11 March 2024	Accounting Officer's Signature:	<i>Wolwof</i>	Date	11 March 2024
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