

DIHLABENG LOCAL MUNICIPALITY



**PERFORMANCE AGREEMENT
FOR THE 2014/2015 FINANCIAL YEAR
OF
MR. RAYMOND PETER PROVIS
DIRECTOR: FINANCIAL SERVICES**

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Dihlabeng Local Municipality herein represented by **MS. MAMPE CONFIDENCE SEPHEKA** in his capacity as Acting Municipal Manager (hereinafter referred to as the **Employer**)

and

MR. RAYMOND PETER PROVIS as Director: Financial Services of the 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.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B), 57(4C) and 57(5) of the Systems Act as Amended.

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), (4C) and (5) of the Act as Amended well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

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- 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.2.1 The key objectives describe the main tasks that need to be done.
- 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 4.2.3 The target dates describe the timeframe in which the work must be achieved.
- 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 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 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**.
- 5.4 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.
- 5.5 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.

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CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES			
CMC No.	CORE MANAGERIAL COMPETENCIES (CMC)	√	WEIGHT
1	Strategic Capability and Leadership		
2	Programme and Project Management		
3	Financial Management		30%
4	Change Management		
5	Knowledge Management		
6	Service Delivery Innovation		10%
7	Problem Solving and Analysis		
8	People Management and Empowerment		10%
9	Client Orientation and Customer Focus		10%
10	Communication		
11	Honesty and Integrity		10%
COC No.	CORE OCCUPATIONAL COMPETENCIES (COC)	√	WEIGHT
12	Competence in Self Management		
13	Interpretation of and implementation within the legislative and national policy frameworks		10%
14	Knowledge of global and South African specific political, social and economic contexts		
15	Competence in policy conceptualization, analysis and implementation		
16	Knowledge of more than one functional municipal field/discipline		10%
17	Skills in Mediation		
18	Skills in Governance		
19	Competence as required by other national line sector departments		
20	Exceptional and dynamic creativity to improve the functioning of the municipality		10%
Total percentage		-	100%

6. EVALUATING PERFORMANCE

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

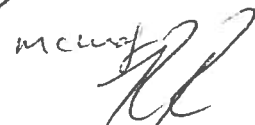
6.1.1 The standards and procedures for evaluating the **Employee's** performance; and

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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 KPAs and CCRs.

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	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					

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First quarter	:	July – September 2014
Submission of Evidence	:	10 October 2014
Evaluation	:	07 November 2014
Second quarter	:	October – December 2014
Submission of Evidence	:	09 January 2015
Evaluation	:	06 February 2015
Third quarter	:	January – March 2015
Submission of Evidence	:	10 April 2015
Evaluation	:	01 May 2015
Fourth quarter	:	April – June 2015
Submission of Evidence	:	10 July 2015
Evaluation	:	07 August 2015

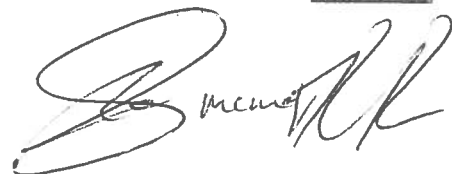
- 7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.
- 7.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.
- 7.5 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.

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;



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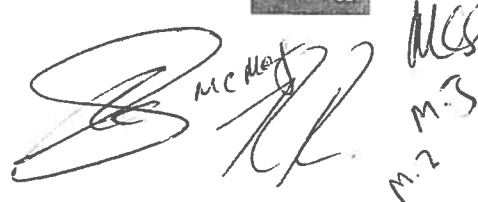
- 11.3.1 Provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
- 11.3.2 After appropriate performance counseling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the **Employer** 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 any other matter provided for, shall be mediated by-
- 12.1.1 The MEC for Cooperative Governance and Traditional Affairs in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or
- 12.1.2 Any other person appointed by the MEC.
- 12.1.3 in the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;
- 12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

13. GENERAL

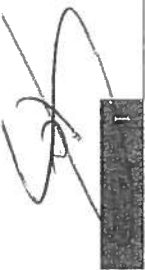
- 13.1 The contents of this agreement and the outcome of any review conducted in terms of **Annexure A** may be made available to the public by the **Employer**.
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 13.3 The performance assessment results of the managers directly accountable to the municipal manager must be submitted to the MEC responsible for Cooperative Governance and Traditional Affairs in the relevant province as well as the national minister responsible for Cooperative Governance, within fourteen (14) days after the conclusion of the assessment.

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DIHILABENG LOCAL MUNICIPALITY



**PERFORMANCE PLAN
2014/2015 FINANCIAL YEAR
OF
MR RAYMOND PETER PROVVIS
DIRECTOR: FINANCIAL SERVICES**

Mr Provvis

Mr Raymond Peter Provvis

Key Performance Objective	Key Performance Indicator	Unit of Measure	Type of Indicator	Baseline	14/15 Budget	14/15 Annual Target	Quarterly Projected Targets			
							1st	2nd	3rd	4th
							Prepare indigent registration campaigns per ward in conjunction with the Ward Councillor. Updating of indigent register.	Prepare indigent registration campaigns per ward in conjunction with the Ward Councillor. Updating of indigent register.	Prepare indigent registration campaigns per ward in conjunction with the Ward Councillor. Updating of indigent register.	Indigent register. Prepare indigent registration campaigns per ward in conjunction with the Ward Councillor. Updating of indigent register.

Priority 3: FINANCIAL ACCOUNTING AND REPORTING

Key Performance Objective	Key Performance Indicator	Unit of Measure	Type of Indicator	Baseline	14/15 Budget	14/15 Annual Target	Quarterly Projected Targets			
							1st	2nd	3rd	4th
26. Ensure proper accounting for public funds.	Unqualified 2013/14 audit report.					Submission of 2013/14 financial statements, audited and unqualified AG report.	Full implementation of 2012/13 AG action plan. Ensure that all requests for information by the AG are provided within specified time frame.	Ensure that all requests for information by the AG are provided within specified time frame.	Prepare action plan to address all audit queries resulting from the 2013/14 audit. Implement 50% of the action plan for addressing the 2013/14 financial statements audit.	Implement 100% of the action plan for addressing the 2013/14 financial statements audit.
27. GRAP compliant asset register.	GRAP compliant asset register					Full GRAP compliant asset register.	Update asset register to ensure that all assets are recorded as per GRAP 17.	Prepare action plan for the asset verification process for adoption by	Perform asset verification for movable assets as per approved action plan.	Perform asset verification for movable assets as per approved asset

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PERFORMANCE PLAN

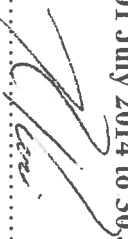
Director Financial Services

MR. P.P RAYMOND

Dihlabeng Local Municipality

Performance Plan for Director Financial Services for the period: 01 July 2014 to 30 June 2015

Signed and accepted by the Director Financial Services



Date:

2014/07/16

Signed: Acting Municipal Manager:



Date:

16/07/2014



WSP
P.P.R