

ANNUAL PERFORMANCE AGREEMENT



NATURALLY PROGRESSIVE

Name of Employee : MF Rapetsoa

Position Held : Director Transportation Services

Post Level : Section 57

Immediate Supervisor : Municipal Manager

Period Covered : 01/07/2015 – 30/06/2016

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PART A:

PERFORMANCE AGREEMENT

ENTERED INTO AND BETWEEN:-

POLOKWANE MUNICIPALITY

REPRESENTED BY THE ACTING MUNICIPAL MANAGER

NNDAVHELESENI KENNETH RAMAKUELA

HEREINUNDER REFERRED TO AS THE EMPLOYER.

AND

MOLATELO FAITH RAPETSOA

HEREINUNDER REFERRED TO AS THE EMPLOYEE (DIRECTOR TRANSPORTATION SERVICES)

CITY OF
Polekwane

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1. Whereas:

- 1.1 The Employer and the Employee have entered into a Contract of Employment in terms of Section 57(1)(a) of the Local Government Municipal Systems Act 32 of 2000 (The Systems Act).
- 1.2 In terms of Section 57 of the Systems Act and the Contract of Employment between the Employer and the Employee the parties are required to enter into a Performance Agreement which Agreement must be concluded annually within a (ninety) 90 days after the appointment of the Employee and thereafter within one (1) month after the beginning of the Employer's subsequent financial year.
- 1.3 In compliance with the legislation, the parties hereby wish to record their agreement and obligations as contained in the relevant sections of this document.
- 1.4 This agreement shall commence on or retrospective of the date of signature by both parties and shall remain in force until a new Performance Agreement is concluded between the parties which agreement shall be reached within one (1) month after the beginning of the ensuing financial year of the Municipality.

2. PERFORMANCE BONUS

- 2.1 In terms of this Performance Agreement, the Employee's Contract of Employment, Local Government Performance Regulations -2006, the Employee is entitled to the payment of a performance bonus that is equivalent to the score obtained during the performance appraisal.
- 2.2 The Employee's performance shall be assessed in respect of key performance areas, objectives, key performance indicators and targets dates based on the balanced scorecard method applicable to the SBU and the Employee as set out in 'Part C' below.
- 2.3 All objectives and key performance indicators set out in the employee's scorecard shall be rated within a scale of 1-5 and weighted out of a total of 100 percent.
- 2.4 This percentage (calculated in 5.3 above) shall be applied to the performance bonus not exceeding (14%) of the Employee's current annual total cost to the Employer.
- 2.5 The performance bonus shall be split into 80/20 between KPAs and Core Competency Requirements.
- 2.6 There may be no bonus payable in the event that the Employee failed to perform the routine duties of his post contained in the Employee's contract of employment or reasonable legal instructions given to the Employee by the Employer from time to time.

3. PERFORMANCE ASSESSMENT PROCEDURE

- 3.1 The process of assessment shall be in accordance with the procedure set out in 'Part B' and in terms of the Municipality's Performance Management Policy.
- 3.2 The Employee shall give the Employer his/her performance file and provide verbal explanation when required to do so by the Employer to enable the performance assessment to be completed.
- 3.3 The assessment of the Employee shall be undertaken by the Mayor in his absence by the Deputy Mayor or Executive Committee in consultation with the Employee.
- 3.4 The quarterly and the end of the year assessment of performance in accordance with this agreement shall take place as indicated under 'Part C'.
- 3.5 The annual performance assessment shall be conducted in the presence of a performance evaluation panel as provided for in the Local Government Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to the Municipal Managers, 2006 section 27 (4) d and e.

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3.6 It is recorded and agreed that the key performance areas, key performance indicators and target dates are based on the current Integrated Development Plan, SDBIP and Budget of the municipality adopted by the Employer.

3.7 It is recorded and acknowledged that the key performance areas, key performance indicators and target dates may be affected from time to time by decisions made by the Employer, the Council and/or by amendments to the Integrated Development Plan, SDBIP, Budget and legislation.

3.8 In the event of 3.7 occurring it is agreed that the key performance areas, key performance indicators and target dates will be reassessed and the Employee shall not be prejudiced by such decisions and/or amendments.

3.9 Therefore the Municipal Manager or Evaluation Panel (whatever the case may be) shall take into account the Employee's reasons for deviation, and if found to be beyond the Employee's control and with due regard for Employee's demonstrated effort to meet a particular objective, such objective shall not be assessed and the balance of objectives in this Agreement shall be rated out of 80% for KPA's and 20% for Critical Competency Requirements respectively.

4. APPEAL PROCEDURE

4.1 Therefore the Municipal Manager or Evaluation Panel (whatever the case may be) shall take into account the Employee's reasons for deviation, and if found to be beyond the Employee's control and with due regard for Employee's demonstrated effort to meet a particular objective, such objective shall not be assessed and the balance of objectives in this Agreement shall be rated out of 80% for KPA's and 20% for Critical Competency Requirements respectively.

4.2 In the event that upon completion of the annual performance appraisal the Employee is dissatisfied with the decision of the Municipal Manager as the case may be or where a dispute or differences have arisen as to the extent to which the Employee has performed, the Employee shall be entitled to refer such dispute and/or appeal to the MEC for Local Government for mediation.

4.3 Then the completed appeal application must be submitted to the MEC for Local Government to be mediated within 30 days.

4.4 Then the completed appeal application must be submitted to the MEC for Local Government to be mediated within 30 days.

4.5 The appraiser shall likewise be entitled to make representations to and prepare a Memorandum to accompany the appeal application for the Mayor or MEC giving account of the events and decision upon which the appeal application is based.

4.6 The appeal authority shall consider the submissions by the Employee and/or the Municipal Manager and shall make a final decision.

4.7 The provisions of this clause shall not derogate from the Employee's rights to refer a dispute for determination in accordance with the provisions of the Labour Relations Act having exhausted the internal dispute procedure.

DATED at Pretoria ON THIS 10th DAY OF July 2015
W. Anluwele
OBO THE EMPLOYER
AS WITNESSES

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DATED at Pretoria ON THIS 10th DAY OF JULY 2015
[Signature]
THE EMPLOYEE
AS WITNESSES

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PART B: ASSESSMENT PROCEDURE

5.1 The annual performance assessments shall be conducted by the Municipal Manager / Mayor and Evaluation Panel in accordance with the municipality's Performance Management System , PMS Policy, Local Government Municipal Performance Regulations for the Municipal Managers and Managers Directly Accountable to the Municipal Managers, 2006 and in consultation with the Employee.

5.2 It is recorded that the employee is required to cooperate and work as a team in the performance of his/her functions.

5.3 In assessing performance in respect of the key performance areas the following points and weighting shall be applied:-

Key Performance Area (80%)		Weight
Number	Key Performance Area	Weight
6.1	Basic Service Delivery	N/A
6.2	Financial Management and Viability	N/A
6.3	Municipal Transformation and Organisational Development	N/A
6.4	Local Economic Development	80%
6.5	Good Governance and Public Participation	20%
Total KPA		100%

CORE COMPETENCY REQUIREMENTS (20%)		Weight
Number	Core Competency Requirements	Weight
6.6	Strategic Capability and Leadership	9%
6.7	Programme and Project Management	9%
6.8	Financial Management	9%
6.9	Change Management	9%
6.10	Knowledge Management	9%
6.11	Service Delivery Innovation	9%
6.12	Problem Solving and Analysis	9%
6.13	People Management and Empowerment	9%
6.14	Client Orientation and Customer Focus	9%
6.15	Communication	9%
6.16	Honesty and Integrity	10%
Total percentage		100%

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PART C: EMPLOYEE SCORECARD

Local Economic Development

Local Economic Development																	
Key Performance Area	Polokwane Strategic Objective	Municipal Programme	Strategic Key Performance Indicator	KPI No	Key Performance Indicator (Owner)	KPI Unit of Measurement	KPI Baseline (30 June 2015)	Annual Target (30 June 2016)	Strategic Objective Annual Outcome	KPI Projects	Budget		Quarterly Milestones				Portfolio of Evidence
											Capital (R,000.00)	Operational (R,000.00)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	
Local Economic Development	Increased economic growth, job creation and Sustainable human settlement	Transportation Services	% Implementation IRPTS (Construction Phase) targets sets by 30 June 2016	LEDO 4	Director Transportation Services	Percentage	40%	60%	Increased economic growth, job creation and Sustainable human settlement	IRPTS Construction Project	169m	n/a	42%	45%	50%	60%	Construction Progress Reports. IRPTS update projects implementation report

Good Governance and Public Participation

Good Governance and Public Participation																
Key Performance Area	Polokwane Strategic Objective	Municipal Programme	Strategic KPI	KPI (Owner)	KPI Unit of Measurement	KPI Baseline (30 June 2015)	Annual Target (30 June 2016)	Strategic Objective (Output)	Budget		Quarterly Milestones				PoE (Evidence to verify Performance)	
									Capex	Opex	Quarter 1	Quarter 2	Quarter 3	Quarter 4		
Good Governance and Public Participation	Improve community confidence in the system of local government	Internal Audit	% of 2013/14 AG audit queries addressed by 31 August 2015	Director Transportation Services	Percentage		100%	n/a	n/a	n/a	100%	100%	100%	100%	OPCA Tracking register	
Good Governance and Public Participation	Improve community confidence in the system of local government	PMS	# of Quarterly Departmental Performance Reports submitted to SPME [MFMA S52 (d)], by 30 June 2015	Director Transportation Services	Number	4	4	n/a	n/a	n/a	1	1	1	1	Signed off Departmental report and proof of submission	

Good Governance and Public Participation															
Key Performance Area	Polokwane Strategic Objective	Municipal Programme	Strategic KPI	KPI (Owner)	KPI Unit of Measurement	KPI Baseline (30 June 2015)	Annual Target (30 June 2016)	Strategic Objective (Output)	Budget		Quarterly Milestones				PoE (Evidence to verify Performance)
									Capex	Opex	Quarter 1	Quarter 2	Quarter 3	Quarter 4	
Good Governance and Public Participation	Improve community confidence in the system of local government		Submission of Departmental Performance Reports with PoE 10 days after the end of each quarter	Director Transportation Services	Date	10 days after the end of each quarter	10 days after the end of each quarter	n/a	n/a	n/a	10 days after the end of each quarter	10 days after the end of each quarter	10 days after the end of each quarter	10 days after the end of each quarter	Signed off Departmental report, PoE and proof of submission
100% Good Governance and Public Participation	Improved efficiency of planning, monitoring, evaluation and reporting processes	Secretariat	% Implementation of Council resolutions	Director Transportation Services	Percentage	100%	100%	Good Governance	n/a	n/a	100%	100%	100%	100%	Updated Council resolution register

Capital Projects

Key Performance Area	Polokwane Strategic Objective (IDP Objective)	Municipal Programme	Project Name	Project Location	Ward No.	Vote No.	Project Owner	Annual Project Output (30 June 2016)	Sources of Funding	Implementing Agent	Budget	Quarterly Project Implementation Milestones				PoE (Evidence to verify Performance)
												Quarter 1	Quarter 2	Quarter 3	Quarter 4	
Transport Operations (IRPTS)																
Local Economic Development	Increased economic growth, and sustainable human settlements	Transportation Services	IRPTS infrastructure City & Seshego Phase 1a	City	8,11,12,13,14,17,21,22,23		Director Transportation Services		PTISG		127 267 000	Construction of Trunk, Rehabilitation & Upgrade of Feeders & Trunk Extensions	Construction of Trunk, Rehabilitation & Upgrade of Feeders & Trunk Extensions	Construction of Trunk, Rehabilitation & Upgrade of Feeders & Trunk Extensions	Construction of Trunk, Rehabilitation & Upgrade of Feeders & Trunk Extensions	Constructed roadways Monthly Progress Reports Payment Certificates
Local Economic Development	Increased economic growth, and sustainable human	Transportation Services	Transportation System and Operational Planning City &	City	Municipal wide		Director Transportation Services		PTISG		25 453 000	Bus Specifications, Tech Operational Plan for	AFC & APTMS specifications, At least one event identified	Final Go Live Concept Document At least one event identified for marketing and branding of IRPTS,	Control Centre procurement, At least one event identified for marketing and branding of IRPTS,	Monthly, Quarterly, Annual Progress Reports, Payment

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Key Performance Area	Polokwane Strategic Objective (IDP Objective)	Municipal Programme	Project Name	Project Location	Ward No.	Vote No.	Project Owner	Annual Project Output (30 June 2016)	Sources of Funding	Implementing Agent	Budget	Quarterly Project Implementation Milestones				PoF (Evidence to verify Performance)
												Quarter 1	Quarter 2	Quarter 3	Quarter 4	
	settlements		Seshego Phase 1a									Phase 1a (Industry Discussions), At least one event identified for marketing and branding of IRPTS	for marketing and branding of IRPTS,			Certificates . Updated Technical Operational Plan, At least one event identified for marketing and branding of IRPTS,
Local Economic Development	Increased economic growth, and sustainable human settlements	Transportation Services	Financial Planning City & Seshego Phase 1a	Seshego	Municipal wide		Director Transportation Services		PTISG		16 969 000	Bus Procurement Document & Strategy, AFC Business Plan, Market Survey Design	AFC & APTMS discussions with Province AFC section 33 process	Preparations for VOC Establishment, Municipal Organisational Design, Training & Capacitating plan, IGA with Province, Compensation modelling	Skills sourcing, Compensation negotiations, Fare Policy Structure, Draft Contract Phase 1a VOC	Monthly, Quarterly, Annual Progress Reports, Payments Certificates . Updated Business & Financial Plan,

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