PERFORMANCE AGREEMENT

IN TERMS OF THE:-

LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000 (32 OF 2000), AS AMENDED

AND

LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO MUNICIPAL MANAGERS, 2006

Entered into by and between

The **CITY OF MATLOSANA** herein represented by

E.T. MOTSEMME

in his capacity as

Municipal Manager
(hereinafter referred to as the **Employer**)

And

Vacant

As the

Director: Finance
(hereinafter referred to as the **Employee**)

For the Period

1 July 2014 to 30 June 2015

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The **CITY OF MATLOSANA** herein represented by **ELIE TSIETSI MOTSEMME (ID NR. 6506135623080)** in his capacity as the **MUNICIPAL MANAGER** (hereinafter referred to as the **Employer**) and ..... **(ID NR. .....)** in his capacity as the **DIRECTOR FINANCE** 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) and 57(5) of the Systems Act and Section 57(4C) of the Systems Amendment Act.

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 , Section 57(4C) of the Systems Amendment Act, as 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 (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

2.3 specify accountabilities as set out in a performance plan, which forms an Annexure to the Performance Agreement;

2.4 monitor and measure performance against set targeted outputs;

2.5 use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;

2.6 in the event of outstanding performance, to appropriately reward the employee; and

2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

3.1 This Agreement will commence on the **1 JULY 2014** and will remain in **30 JUNE 2015** thereafter a new Performance Agreement, Performance Plan a Development Plan shall be concluded between the parties for the next financial portion thereof.

3.2 This Agreement will terminate on the termination of the **Employee**'s contract of e

3.3 The content of this Agreement may be revised at any time during the abov period to determine the applicability of the matters agreed upon.

3.4 If at any time during the validity of this Agreement the work environment alters (w result of government or council decisions or otherwise) to the extent that the con 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**

4.1.2 the time frames within which those performance objectives and targets mu

4.2 The performance objectives and targets reflected in the Performance Plan (Anne set by the **Employer** in consultation with the **Employee** and based on the Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBI Budget of the **Employer**, and shall include key objectives; key performance indica 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 tha 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 achieve

4.2.4 The weightings show the relative importance of the key objectives to each

4.3 The **Employee**'s performance will, in addition, be measured in terms of contributi 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 syste **Employer** adopts or introduces for the **Employer**, management and municipal s **Employer**.

5.2 The **Employee** accepts that the purpose of the performance management system provide a comprehensive system with specific performance standards to a **Employer**, management and municipal staff to perform to the standards required.

5.3 The **Employer** will consult the **Employee** about the specific performance standard be included in the performance management system as applicable to the **Employee**