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		against all significant performance	
		criteria and indicators as specified	
		in the PA and Performance Plan.	
2	Not Fully	Performance is below the	
	effective	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 does not meet the	
	performance	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 -

7.7.1 Municipal Manager

7.7.2 Chairperson of the Audit Committee;

7.7.3 Ward committee member (on a rotational basis), where applicable:

7.7.4 Member of the Executive Committee; and

7.7.5 Municipal Manager from another Municipality.

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 2012

Second quarter: October - December 2012

Third quarter: January - March 2013

Fourth quarter: April – June 2013

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

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

10. OBLIGATIONS OF THE EMPLOYER

- 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/ her to meet the performance objectives and targets established in terms of this Agreement; and

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10.1.5 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.

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 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

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- 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 or her 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 or her 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.

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COMMUNITY SERVICES DEPARTMENT TECHNICAL SDBIP 2012/13 (MONTHLY)

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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/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

new regulations, circulars, policies, directives or other instruments.
Thus done and signed at LEBOWAKCOMOn this the .31. day of JULY 20.1.2
AS WITNESSES:
1. EMPLOYEE
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AS WITNESSES:

1. ______ EMPLOYER

2. _____