

**PERFORMANCE AGREEMENT**

**BETWEEN**

**THE MUNICIPALITY OF RAMOTSHERE MOILOA LOCAL MUNICIPALITY,**

**AS REPRESENTED BY THE ACCOUNTING OFFICER**

**MATLAKALA MATTHEWS**

**(IN HER CAPACITY AS THE ACTING MUNICIPAL MANAGER OF RAMOTSHERE MOILOA LOCAL MUNICIPALITY)**

**("EMPLOYER")**

**AND**

**MPHO MATHYE**

**IN HIS CAPACITY AS THE CHIEF AUDIT EXECUTIVE OF RAMOTSHERE MOILOA LOCAL MUNICIPALITY**

**("EMPLOYEE")**

**FOR THE**

**FINANCIAL YEAR: 1 JULY 2017 – 30 JUNE 2018**

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ME  
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MCM

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PERSONAL DEVELOPMENT PLAN (PDP)

KEY PERFORMANCE INDICATOR (KPI)

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# PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Municipality of **Ramotshere Moiloa Local Municipality** herein represented by **Matlakala Iren Matthews, ID 5609060830083** in her capacity as the **Acting Municipal Manager of Ramotshere Moiloa Local Municipality** (hereinafter referred to as the Employer or Reporting Officer)

and

**Mpho Mathye, ID 7911270459085** in her capacity as the **Chief Audit Executive** and an **Employee of Ramotshere Moiloa Local 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 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.

## 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 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;
- 2.3 Specify accountabilities as set out in the Performance plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 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;
- 2.6 Appropriately reward the **Employee** in accordance with the **Employer's** performance management policy in the event of outstanding performance; and

- 2.7 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 2017** and will remain in force until **30 June 2018** 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 Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this 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**; and
- 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** and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weighting.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 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 (IDP)**.

### 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

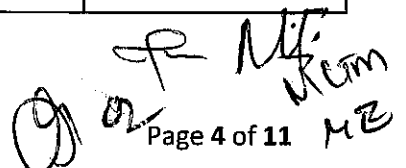
assist the Employer, management, and municipal staff to perform to the standards required.

- 5.3 The **Employer** will consult the Employee about the specific performance standard 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 the implementation of the Key Performance Areas (KPA's) (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 and shall consist of two components, both of which shall be contained in the performance agreement.
  - 5.5.1 The employee must be assessed against both components, with a weighing of 80:20 allocated to the **Key Performance Areas (KPA's) and the Core Competency Requirements (CCRs)** respectively.
  - 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
  - 5.5.3 KPA's covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment;
- 5.6 The **Employee's** assessment will be based on his performance in terms of outputs (performance targets) reflected on the Performance Plan which are linked to relevant KPA's, key objectives and key performance indicators (KPIs) as agreed to between the Employer and the Employee;

Key Performance Area (KPA's)	Weighting
Basic Service Delivery	-
Municipal Institute Development Transformation	-
Municipal Financial Viability and Management	10%
Good Governance and Public Participation	90%
Local Economic Development and Spatial Rationale	-
Community & Social Development Services	-
<b>Total</b>	<b>100%</b>

- 5.7 The CMC's will make up the other 20% of the Employee's assessment scorecard. CMC's that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list in Annexure A as agreed to between the **Employer and Employee**.

Core Competency Requirements (CCR's):	Select applicable	Weighting
<b>Core Managerial Competencies:</b>		
Strategic Capability and Leadership	X	1
Program and Project Management		1
Financial Management	X	1
Change Management	X	1
Knowledge Management		1
Service Delivery Innovation		


  
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Problem Solving and Analysis	X	1
People Management and Empowerment	X	1
Client Orientation and Customer Focus		1
Communication	X	
Honesty and Integrity		1
Team building		1
<b>Core Occupational Competencies:</b>		
Competence in Self-Management (Setting and agreeing on service delivery standards)		1
Interpretation of and implementation within the legislative and national policy framework	x	1
Knowledge of developmental local government		1
Knowledge of Performance Management and Reporting	X	1
Knowledge of global and South African specific political, social and economic contexts	X	1
Competence in policy conceptualization, analysis and implementation	X	1
Knowledge of more than one functional municipal field / discipline	X	1
Negotiation and conflict resolution skills (Mediation and Arbitration)	X	1
Skills in governance, public mobilization and participation	X	1
Competence as required by other national line sector departments		1
Exceptional and dynamic creativity to improve the functioning of the municipality	X	
<b>Total</b>		<b>20%</b>

## 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 (PDP) (Annexure A)**. Development Plan as well 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:**

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- 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 (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

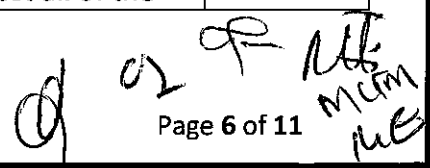
**6.5.2 Assessment of the CMC's**

- a) Each CMC must 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 CMC.
- c) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CMC score.

**6.5.3 Overall Rating**

- (a) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
- (b) The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's, CMC's and COC's :

Level	Terminology	Description	Rating
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 Performance Agreement 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 Performance Agreement 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 Performance Agreement 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	


  
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Level	Terminology	Description	Rating
		performance criteria and indicators as specified in the Performance Agreement 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.	

(c) For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established:

- i. Municipal Manager;
- ii. Chairperson of the Audit and Risk Committee;
- iii. Ward Committee Member as nominated by the Mayor;
- iv. Member of the Mayoral Committee; and
- v. Mayor and/or Municipal Manager from another Municipality.

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the 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:

1.	First quarter	2 <sup>nd</sup> week of October 2017
2.	Second quarter	2 <sup>nd</sup> week of January 2018
3.	Third quarter	2 <sup>nd</sup> week of April 2018
4.	Fourth quarter	2 <sup>nd</sup> week of July 2018

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** must 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, ANNEXUTURE A

## 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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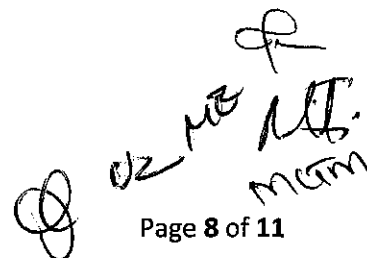
- 9.1.3** Work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**.
- 9.1.4** On the request of the **Employee** delegate such powers reasonably required by the Employee to enable him/her to meet the 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 contribution him/her to meet the performance objectives and targets established in terms of this Agreement.

## **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 **11.1** 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 of 5% to 14% of inclusive annual remuneration package may be paid to the **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 as follows:
- 11.2.1** A score of 130% to 149% is awarded a performance bonus of 5% to 9%; and
- 11.2.2** A score of 150% and above is awarded a performance bonus of 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 least twelve (12) services at current remuneration package 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 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.

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**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 Local Government and 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 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 contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

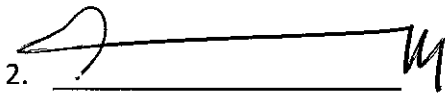
Thus done and signed at Ramotshere on this the 21<sup>st</sup> day of August  
(Month) 2017 (Year)

AS WITNESSES

1. 

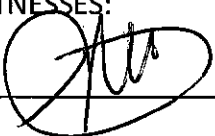


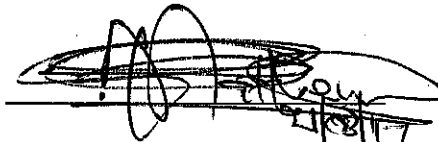
**MRS MPHO MATHYE  
CHIEF AUDIT EXECUTIVE:  
RAMOTSHERE MOILOA LOCAL MUNICIPALITY**

2. 


Thus done and signed at .....on this the..... day of.....  
(Month)..... (Year)

AS WITNESSES:

1. 



**MS MATLAKALA MATTHEWS  
ACTING MUNICIPAL MANAGER  
RAMOTSHERE MOILOA LOCAL MUNICIPALITY**

2. 

**ANNEXURE A:**

**PERSONAL DEVELOPMENTAL PLAN  
KEY PERFORMANCE INDICATORS**

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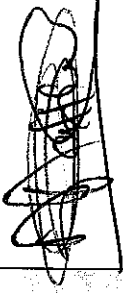
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**Annexure A: PERSONAL DEVELOPMENT PLAN (Include Skills Gap)**

<b>Director</b>	Mpho Mathye	<b>Employee No</b>	790000 780070 MUM
<b>Job Title:</b>	Chief Audit Executive	<b>Department:</b>	Internal Audit
<b>Accounting Officer</b>	Matlakala Matthews	<b>Date:</b>	July 2017

<b>Applicable</b>	<b>Skills / Performance Gap</b>	<b>Outcomes Expected</b>	<b>Suggested training and / or development activity</b>	<b>Suggested mode of delivery</b>	<b>Suggested Time Frames</b>	<b>Work opportunity created to practice skill / development area</b>	<b>Support Person</b>
✓	Strategic Capability and Leadership.	Advanced Internal Audit, Leadership and Governance Skills	IIASA -Executive Leadership Program for Chief Audit Executive	Accredited training Provider	June 2018	Enhanced management skills	Institute of Internal Auditors. IIASA
✓	Knowledge of developmental local government	Improved advisory services on the developments affecting Local Government practitioners.	Combined Assurance, Executive Leadership program for CAE.	In-house training , Accredited training Provider SALGA Local Government program for municipalities.	June 2018	Better people management skills	Institute of Internal Auditors of South Africa. (IIASA) SALGA
✓	Competence in policy conceptualization, analysis and implementation	Improved advisory services on the developments affecting Local Government practitioners (legislations)	Policy, By laws Development and Review	In-house training SALGA Local Government Program for municipalities.	June 2018	Enhanced financial acumen ship	Institute of Internal Auditors of South Africa. (IIASA) SALGA

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		updates and new reforms).						
CAE's Signature			Date	21/08/17	Accounting Officer's Signature:		Date	21/08/17

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FUNCTIONAL AREA	STRATEGIC OBJECTIVE	MUNICIPAL POWERS & FUNCTIONS	BASELINE 2016/17			KEY PERFORMANCE INDICATOR	KPI TYPE	ANNUAL TARGET	BUDGET	5 CONCRETES					REVISED QUARTERLY TARGETS	PORTFOLIO OF EVIDENCE	DELEGATIONS
			Current status (Progress to date)	Demand New IDP	Backlog					ACT	VTSD	RHR	SETSOKOTS	SAAMTREK-SAMWERK			
Internal Audit	Promote accountable, Efficient and Transparent Administration		1 Reviewed Audit & Risk Committee Charters	1 Reviewed Audit & Risk Committee Charters	Nil	KPI 104 Number of Reviewed Audit & Risk Committee Charters		1 Reviewed Audit & Risk Committee Charters by June 2018	OPEX	None	None	None	None	None	None	Copy of ARCOM Charter and Council Resolution	CAE and Audit Committee chairperson

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FUNCTIONAL AREA	STRATEGIC OBJECTIVE	MUNICIPAL POWERS & FUNCTIONS	BASELINE 2016/17			KEY PERFORMANCE INDICATOR	KPI TYPE	ANNUAL TARGET	BUDGET	5 CONCRETES					REVISED QUARTERLY TARGETS	PORTFOLIO OF EVIDENCE	DELEGATIONS
			Current status (Progress to date)	Demand New IDP	Backlog					ACT	VTSD	RHR	SETSOKOTS	SAAMTREK-SAMWERK			
Internal Audit	Promote accountable, Efficient and Transparent Administration		4 Reports submitted to council	1 Reports submitted to council deferred items of 1st and 2nd quarter reports	Nil	KPI 105 Number of Audit and Risk Committee Reports submitted to Council		4 Reports (quarterly)	OPEX	None	None	None	None	None	Copy of the report and Council Resolution	CAE+(UM-INTERNAL AUDIT)	
										None	None	None	None	None	Report to Council		
										None	None	None	None	None	Report to Council		
										None	None	None	None	None	Report to Council		
										None	None	None	None	None	Report to Council		





Mr F  
Mr M  
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**BUILD A DEVELOPMENTAL STATE, IMPROVE PUBLIC SERVICE AND STRENGTHEN DEMOCRATIC INSTITUTION  
ENSURE SUSTAINABLE RESOURCE MANAGEMENT AND USE**

**TO PROMOTE GOOD GOVERNANCE**

**OUTPUT 5: TO STRENGTHEN PARTICIPATORY GOVERNANCE**

FUNCTIONAL AREA	STRATEGIC OBJECTIVE	BASELINE 2016/17			KEY PERFORMANCE INDICATOR	KPI TYPE	ANNUAL TARGET	5 CONCRETES					REVISED QUARTERLY TARGETS			PORTFOLIO OF EVIDENCE	DELEGATIONS
		Current status (Progress to date)	Demand New IDP	Backlog				ACT	VTSD	RHR	SETSOKOTS	SAAMTRK-SAAMWERK	Q3	Q4	Q1		
Internal Audit	Promote accountable, Efficient and Transparent Administration	1 Reviewed Internal Audit Methodology	1 Reviewed Internal Audit Methodology	Nil	KPI 109 Number of Reviewed Internal Audit Methodology	1 Reviewed Internal Audit Methodology by 30 June 2018	OPEX	None	None	None	None	None	Clear description of how the Internal	ARCOM Approved Internal Audit Methodology	CAE and sub-delegation		
	and Transparent Administration	1 Audit Charters	Audit Charters	Audit Charters		30 June 2018		None	None	None	None	None	on duties and responsibilities over Risk, Governance, Performance and Controls	Approved IA Charter			

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FUNCTIONAL AREA	STRATEGIC OBJECTIVE	MUNICIPAL POWERS & FUNCTIONS	BASELINE 2016/17			KEY PERFORMANCE INDICATOR	KPI TYPE	ANNUAL TARGET	BUDGET	5 CONCRETES					REVISED QUARTERLY TARGETS		PORTFOLIO OF EVIDENCE	DELEGATIONS
			Current status (Progress to date)	Demand New IDP	Backlog					ACT	VTSD	RHR	SETSOKOTS	SAAMTREK-SAMWERK	Audit plans are implemented	Q4		
NATIONAL LG PRIORITIES	BUILD A DEVELOPMENTAL STATE, IMPROVE PUBLIC SERVICE AND STRENGTHEN DEMOCRATIC INSTITUTION																	
KPA 2	ENSURE SUSTAINABLE RESOURCE MANAGEMENT AND USE																	
OUTCOME 9	TO PROMOTE GOOD GOVERNANCE																	
	OUTPUT 5: TO STRENGTHEN PARTICIPATORY GOVERNANCE																	