# PERFOMANCE AGREEMENT

Entered into by and between

MR GAFANE L.A

ACTING MUNICIPAL MANAGER

# And

MASEMOLA MATHEBO NANCY

ACTING CHIEF FINANCE OFFICER

FOR THE FINANCIAL YEAR: 2020/2021



#### PERFORMANCE AGREEMENT

#### ENTERED INTO BY AND BETWEEN:

The Municipality of Lepelle-Nkumpi herein represented by Mr Gafane L.A in his capacity as the Acting Municipal Manager (hereinafter referred to as the Employer or Supervisor) and Masemola Mathebo Nancy, Acting Chief Finance Officer(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.



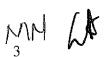
### 2. PURPOSE OF THIS AGREEMENT

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 the 01 July 2020 and will remain in force until 30 June 2021 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.

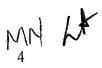


- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will 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

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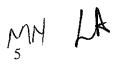
- 4.1 The Performance Plan (Annexure A) sets out-
- 4.1.1 The performance objectives and targets that must be met by the Employee; and
- 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set 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 weightings.



- 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.

#### 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.
- 6. The Employee agrees to participate in the performance management and development system that the Employer adopts.
- 6.1 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.



- 6.2 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.
- 6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Competencies (CMCs) respectively.
- 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.2.3 KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.
- 6.3 The Employee's assessment will be based on her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

KEY PERFOMANCE AREA	WEIGH TING	INDICATOR	TARGET
Financial viability and Management	20%	Number of approved MSCOA compliant budgets by the 31 May 2021	01
	5%	Number of section 71 reports submitted by the 10 <sup>th</sup> working day of every month	12
	5%	Number of section 72 report submitted biannually	01
	10%	Number of GRAP compliant annual financial statements submitted by the 31st of August 2021	01
	10%	Number of GRAP compliant assets registers compiled	01
	2%	Number of procurement plans compiled	01
	5%	Number of tenders awarded within 90 days from date of advertisement	45
	5%	Percentage of creditors paid within 30 days from date of invoice	100%



	3%	Percentage of revenue collected from services billed	30%
	5%	Number of revenue Enhancement Strategies reviewed	01
Good Governance	1%	Percentage of internal audit queries attended and responded to on a quarterly	100%
	1%	Percentage of AGSA queries attended and responded to on a quarterly basis	100%
	1%	Percentage of risks mitigated on a quarterly basis	100%
Financial viability and Management	1%	Percentage of budget spent on a quarterly basis	25%
Good Governance	1%	Number of Portfolio Meetings Coordinated	12
Financial viability and Management	2%	Number of projects in the procurement plan implemented as per approved plan	08
Financial viability and Management	2%	Amount of UIFW expenditure incurred per quarter	R0.00
TOTAL	80		

6.4 The CMCs will make up the other 20% of the Employee's assessment score. CMCs that are deemed to be most critical for the Employee's specific job should be selected from the list below as agreed to between the Employer and Employee:

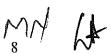
## CORE COMPTENCY REQUIREMENTS FOR EMPLOYEES **WEIGHT** CORE MANAGERIAL COMPETENCY 4% Strategic Capability Programme and Project Management 7% Financial Management Change Management Knowledge Management Service Delivery Innovation 2% Problem Solving and Analytical thinking People and Diversity Management Client orientation and Customer Focus Communication



Accountability and Ethical Conduct		
Policy Conceptualization and implementation	✓	2%
Mediation Skills		
Advanced Negotiation Skills		
Advanced Influencing Skills		
Partnership and Stakeholder relations		
Supply Chain Management	<b>√</b>	5%
Total		20%

#### 7. EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) to this Agreement sets out -
- 7.1.1 The standards and procedures for evaluating the Employee's performance; and
- 7.1.2 The intervals for the evaluation of the Employee's performance.
- 7.2 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.
- 7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve:



- 7.5.1 Assessment of the achievement of results as outlined in the performance plan:
- (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.

#### 7.5.2 Assessment of the CMCs

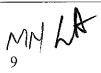
- (a) Each CMC should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each CMC.
- (c) The applicable assessment rating calculator (refer to paragraph 7.5.1) must then be used to add the scores and calculate a final CMC score.

#### 7.5.3 Overall rating

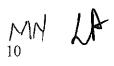
An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCs:

	Terminology	Description	Rating				
Level			1	2	3	4	5



5	Outstanding	Performance far exceeds the standard	 J	·	
	Performance	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.	 	 	<del></del>
4	Performance	Performance significantly			
	significantly	Above expectations			
	above	Performance is significantly higher than the			
	expectations	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	Fully effective Performance fully meets the			
	Effective	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 Eully	Performance is below the standard required			
2	Not Fully effective	for the job in key areas. Performance meets			
	enective				
		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 standard
	performance	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

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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 2020

Second quarter: October – December 2020

Third quarter: January – March 2021

Fourth quarter: April - June 2021

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

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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
- 10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assistance 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.
- 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.

#### 14. PERSONAL DEVELOPMENT PLAN: 2020/2021

Competency to be	Institution	Responsibility	Time	Expected Outcome
addressed			Frame	
Compilation of financial statements	To be confirmed	HRM	By 31st March 2021	Ability to compile financial statements
Application and interpretation of accounting standards and practices	To be confirmed	HRM	By 31 <sup>st</sup> March 2021	Ability to apply and interprete accounting standards and practices
Unbundling of Assets	To be confirmed	HRM	May 2021	Ability to unbundle assets.

#### 15. GENERAL

15.1 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.



15.2 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.

Thus done and signed at .Clvic Centre	on the <u>30. June</u> 2020
Acting Chief Finance Officer	30/06/2020 Date
Acting Municipal Manager	<u> 3ი   ი (   ე ი ე ი</u>

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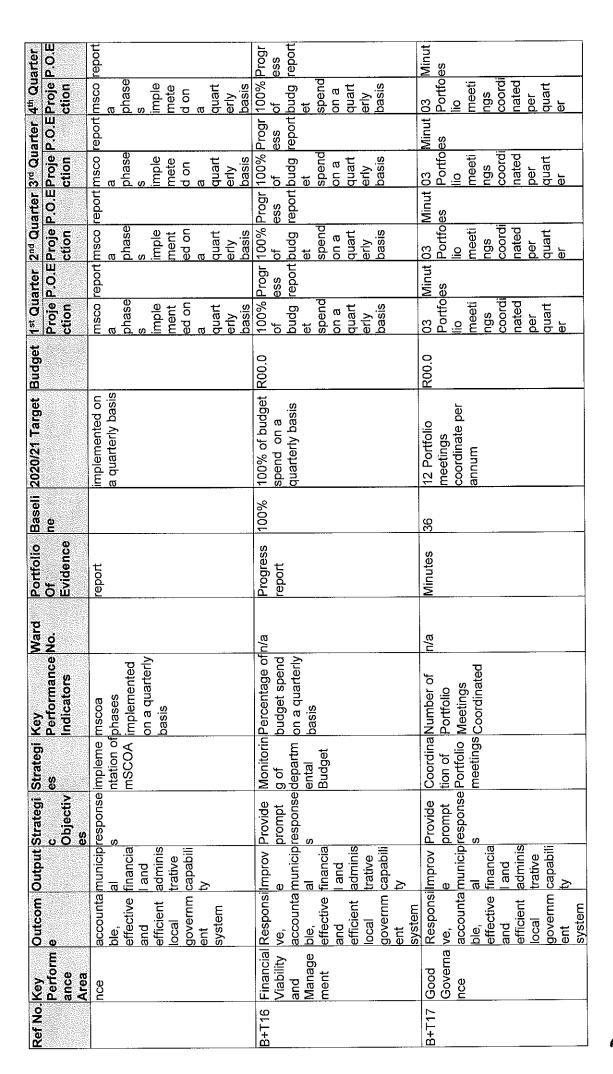
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Key Performan Indicators		Percenta tenders awarded within 90 days of advertise	Percenta creditors within 30 days of submissi invoice.
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Of Control	Reports	Revenue Enhancem ent Strategy reviewed	Progress
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Performance No.	Percentage of n/a revenue collected from services billed	Number of Revenue Enhancem Strategy reviewed	Monitorin Percentage of n/a
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Baseli 2020/21 Target Budget ne	08 projects implemented as per approved procurement plan (2020/2021 financial year)	Ammount of UIFW expenditure incurred per quarter
Baseli ne	80	83
Portfolio Of Evidence	Progress	UIFW
Ward No.	∀ Z	n/a
20	nt the	
Key Performan Indicators	Number of projects in plan implemen as per approved plan	Ammount of UIFW expenditure incurred per quarter
Strategi es	Monitorin Number of g of projects in SCM procureme procure plan ment implement plan as per approved plan	Monitorin Ammount of g of UIFW UIFW expenditure expendit incurred per ure
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