MADE AND ENTERED INTO BY AND BETWEEN:

MOPANI DISTRICT MUNICIPALITY

AS REPRESENTED BY THE MUNICIPAL MANAGER

NARE ANDRIES NGOEPE

AND

NGOAKO PETER LEBEPE
THE EMPLOYEE OF THE MUNICIPALITY

PERFORMANCE AGREEMENT

FOR THE

FINANCIAL YEAR:
1 JULY 2015 – 30 JUNE 2016

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MP N.A

3. Commencement and duration	3.1 This Agreement will commence on 1 July 2015 and will remain in force until 30 June 2015 thereafter 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 one month after 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 above-mentioned 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 Key Performance Areas that the employee should focus on. 4.1.2 Core competencies required from employees. 4.1.3 The performance objectives, key performance indicators and targets that must be met by the Employee. 4.1.4 The time frames within which those performance objectives and targets must be met. 4.2 The performance objectives, key performance indicators and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include strategic objectives; key performance indicators; targets; projects and activities that may include dates and weightings. A description of these elements follows: 4.2.1 The strategic objectives describe the strategic intent of the organisation that needs to be achieved. 4.2.2 The strategic performance indicators provide the details of the evidence that must be 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 achieved. 4.2.4 The weightings show the relative importance of the key performance areas, key objectives, and key performance indicators to each other.

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5.8 The CCRs will make up the other 20% of the Employee's assessment score. CCRs 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. Three of the CCRs are compulsory for Municipal Managers:

CORE MANAGERIAL COMPETENCIES (CMC) [1]	WEIGHT
Strategic Capability and Leadership	10%
Programme and Project Management	5%
Financial Management	15%
Change Management	5%
Knowledge Management	5%
Service Delivery Innovation	5%
Problem Solving and Analysis	10%
People Management and Empowerment	5%
Client Orientation and Customer Focus	15%
Communication	10%
Accountability and Ethical Conduct	15%
Total percentage	**100%**

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.

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 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 strategic objectives 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:

(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) Values are supplied for KPI's and Activities under each KPA as part of the Institutional Assessment. Based on the Target for an activity or KPI, over or under performance are calculated and converted to the 1-5 point scale automatically. These scores are carried over to the applicable employee's performance plan. During assessment, the employee has a chance to submit evidence of performance where a disagreement.

	6.7 For the purpose of evaluating the performance of the section 57 manager reporting to the municipal manager, an evaluation panel constituted of the following persons must be established- 6.7.1 Municipal Manager 6.7.2 Chairperson of the performance audit committee 6.7.3 Member of the executive committee 6.7.4 Municipal manager from another municipality 6.8 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).
7. Schedule for Performance Reviews	7.1 The performance of each Employee in relation to his / her Performance Agreement shall be reviewed within the month following the quarters as indicated with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory: **First quarter** : July – September 2015 (October 2015) **Second quarter** : October – December 2015 (January 2016) **Third quarter** : January – March 2016 (April 2016) **Fourth quarter** : April – June 2016 (July 2016) 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 will 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 as Annexure B.
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. 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.

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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 the mayor within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be final and binding on both parties. The decision of the mediator (Mayor) shall be final and binding on both parties whose decision shall be final and binding on both parties. 12.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e) of the Municipal Performance Regulations, Regulation 805 of 2006, within thirty (30) days of receipt of a formal dispute from the employee. The decision of the mediator shall be final and binding on both parties whose decision shall be final and binding on both parties.
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/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments. 13.3 The performance assessment results of the Municipal Manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment. Thus **done** and **signed** at GIYANI on this the 25 day of JULY 2015. **AS WITNESSES:** 1. _____ **EMPLOYEE** 2. _____ **AS WITNESSES:** 1. _____ **MUNICIPAL MANAGER** 2. _____