



MADE AND ENTERED INTO BY AND
BETWEEN:

MOPANI DISTRICT MUNICIPALITY

**AS REPRESENTED BY THE ACTING
MUNICIPAL MANAGER**

NARE ANDRIES NGOEPE

AND

MAWASHA MATOME ZACHARIA

THE EMPLOYEE OF THE MUNICIPALITY

PERFORMANCE AGREEMENT

FOR THE

FINANCIAL YEAR:

1 JULY 2015 – 30 JUNE 2016

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ENTERED INTO BY AND BETWEEN:

The Municipality herein represented by Nare Andries Ngoepe in his capacity as acting Municipal Manager (herein after referred to as the Employer or Supervisor)

and

Matome Zacharia Mawasha, Employee of the Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. Introduction	<p>1.1 The Employer has entered into a contract of employment with the Employee in terms of section 56(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".</p> <p>1.2 Section 57(3)(a) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.</p> <p>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.</p> <p>1.4 The Parties wish to ensure that there is compliance with Sections 56 (4A), 57 (4B) and 57 (5) of the Systems Act.</p>
2. Purpose of this Agreement	<p>The purpose of this Agreement is to:</p> <p>2.1 Comply with the provisions of Section 57(1) (b), (4A), (4B) and (5) of the Act as well as the employment contract entered into between the parties.</p> <p>2.2 Specify objectives in terms of the key performance indicators 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, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality.</p> <p>2.3 Specify accountabilities as set out in a Performance Plan, which forms an Annexure to the Performance Agreement.</p> <p>2.4 Monitor and measure performance against set targeted outputs.</p> <p>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.</p> <p>2.6 In the event of outstanding performance, to appropriately reward the employee.</p> <p>2.7 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.</p>

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3. Commencement and duration	<p>3.1 This Agreement will commence on 1 July 2015 and will remain in force until 30 June 2016 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.</p> <p>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.</p> <p>3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.</p> <p>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.</p> <p>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.</p>
4. Performance Objectives	<p>4.1 The Performance Plan (Annexure A) sets out-</p> <p>4.1.1 Key Performance Areas that the employee should focus on.</p> <p>4.1.2 Core competencies required from employees.</p> <p>4.1.3 The performance objectives, key performance indicators and targets that must be met by the Employee.</p> <p>4.1.4 The time frames within which those performance objectives and targets must be met.</p> <p>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:</p> <p>4.2.1 The strategic objectives describe the strategic intent of the organisation that needs to be achieved.</p> <p>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.</p> <p>4.2.3 The target dates describe the timeframe in which the work must be achieved.</p> <p>4.2.4 The weightings show the relative importance of the key performance areas, key objectives, and key performance indicators to each other.</p>
5. Performance Management System	<p>5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employee, management and municipal staff of the Employer.</p>

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Competencies	Components	Weighting % (total 100%)
Leading competencies		
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	10%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and dispute Management 	10%
Programme and Project Management	<ul style="list-style-type: none"> • Programme and Project Planning and Implementation • Service Delivery Management • Programme and Project Monitoring and Evaluation 	10%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and improvement • Change Impact Monitoring and Evaluation 	10%
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance management • Cooperative Governance 	10%
Core Competencies		
Moral competence		10%
Planning and Organising		10%
Analysis and Innovation		5%
Knowledge and Information Management		5%
Communication		5%
Results and Quality Focus		5%
TOTAL WEIGHTING:		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.
- (c) The applicable assessment ratings and scores will calculate a final KPA score.

6.5.2 Assessment of the Competencies:

- (a) Each Competency 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 Competency.
- (c) This rating should be multiplied by the weighting given to each Competency during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final Competency score.

6.5.3 Overall rating:

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcomes of the various weighted ratings contained in the performance Plan which represents the outcome of the performance appraisal.

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

Rating	Terminology	Description	% Score
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level.	167
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job.	133 - 166
3	Fully effective	Performance fully meets the standards expected in all areas of the job.	100 - 132
2	Performance 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.	67 - 99
1	Unacceptable performance	Performance does not meet the standard expected for the job. 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.	0 - 66

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

outstanding performance to be constituted as follows:

% Performance	Rating Over	% Bonus
130 - 133.8		5%
133.9 - 137.6		6%
137.7 - 141.4		7%
141.5 - 145.2		8%
145.3 - 149		9%
150 - 153.4		10%
153.5 - 156.8		11%
156.9 - 160.2		12%
160.2 - 163.6		13%
163.7 - 167		14%

11.3 In the case of unacceptable performance, the Employer shall:

11.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance.

11.3.2 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.

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 on this the day of 2015.

AS WITNESSES:

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2. _____


EMPLOYEE

AS WITNESSES:

1. P.N. Lambard 

2. _____


ACTING MUNICIPAL MANAGER