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PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE MAKHUDUTHAMAGA LOCAL MUNICIPALITY
AS REPRESENTED BY THE MUNICIPAL MANAGER**

AND

RONALD MAISANE MOGANEDI

CHIEF FINANCIAL OFFICER (EMPLOYEE)

FOR THE

FINANCIAL YEAR: 1 JULY 2018 - 30 JUNE 2019



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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Makhuduthamaga Local Municipality herein represented by **Mmadire Nancy Rampedi** in her capacity as Municipal Manager

and

Mogamedi Ronald Maisane as employee of the 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)(ii) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement within one (1) month after the beginning of each financial year of the municipality.
- 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 Act as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and accountabilities in

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alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 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;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1st July 2018 and will remain in force until 30th June 2019 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 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 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, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.2.1 The key objectives describe the main tasks that need to be done.
- 4.2.2 The key 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 objectives to each other.
- 4.3 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.
- 5.4 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.
- 5.5 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.
- 5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.
- 5.5.4 The total score must determined using the rating calculator.
- 5.6 The Employee's assessment will be based on his / 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 Performance Areas (KPA's)	Weighting
Basic Service Delivery	0%
Municipal Institutional Development and Transformation	0%
Local Economic Development (LED)	0%
Municipal Financial Viability and Management	100%
Good Governance and Public Participation	0%
Total	100%

- 5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The CRs will make up the other 20% of the Employee's assessment score. CRs 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 CRs are compulsory for Municipal Managers:

COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	✓	WEIGHT
Strategic Direction and Leadership	✓	10
People Management	✓	10
Program and Project Management		
Financial Management	✓	60
Change Leadership		
Governance Leadership		
CORE COMPETENCIES	✓	
Moral Competence		
Planning and Organising	✓	5

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COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	√	WEIGHT
Analysis and Innovation	√	3
Knowledge and Information Management	√	5
Communication	√	2
Results and Quality Focus	√	5
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; 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 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:

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

6.5.2 Assessment of the CRs

- (a) Each CR 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 CR.
- (c) This rating should be multiplied by the weighting given to each CR 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 CRscore.

6.5.3 Overall rating

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

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

Level	Terminology	Description	Rating				
			1	2	3	4	5
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 PA 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 PA and Performance Plan.					

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Level	Terminology	Description	Rating				
			1	2	3	4	5
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 PA 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 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.					

6.7 For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established -

- 6.7.1 Executive Mayor or Mayor;
- 6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
- 6.7.4 Mayor and/or municipal manager from another municipality; and
- 6.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.

6.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established -

- 6.8.1 Municipal Manager;
- 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
- 6.8.4 Municipal manager from another municipality.

6.9 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).

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7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 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 2018
Second quarter	:	October – December 2018
Third quarter	:	January – March 2019
Fourth quarter	:	April – June 2019

7.2 The Employers 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; and
- 9.1.5 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.



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 10.1 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 between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:
- 11.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 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; and
 - 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 –
- 12.1.1 The MEC for local government in 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.

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12.1.3 In the case of managers directly accountable to the municipal manager, 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, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

Whose decision shall be final and binding on both parties?

12.2 In the event that the mediation process contemplated above fails, clause 20.3 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/ 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 MUM on this the 16 day of July 2018

AS WITNESSES:

1. [Signature]

[Signature]
EMPLOYEE

2. [Signature]

AS WITNESSES:

1. [Signature]

[Signature]
MUNICIPAL MANAGER

2. [Signature]

ANNEXURE "A"
PERFORMANCE PLAN
CFO-BUDGET AND TREASURY

MAKHUDUTHAMAGA MUNICIPALITY

This plan defines the Council's expectations of the employee in accordance with the departmental business plan. This document provides the performance objectives and targets that must be based on the key performance indicators set out from time to time in the Municipality's Integrated Development Plan and the Service Delivery Budget Implementation Plan.

There are 3 parts to this plan:

1. Score card detailing key objectives and their related performance indicators, weightings and target dates
2. Core managerial functions
3. Personal Development Plan (PDP)

The period of this plan is from 1 July 2018 to 30 June 2019

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KPA 4: FINANCIAL VIABILITY

Strategic objective: To provide sound and sustainable management of the financial affairs of Makhuduhamaga Local Municipality.

Total Number of Indicators	Total Number of Annual Targets
19	19

IDP Ref No.	Directorate	Project	Measurable Objective	Key Performance Indicator		Baseline	Annual Target 2018/19	2018/19 Quarterly Targets				Means of verification
				Indicator	Unit of measurement			Quarter 1	Quarter 2	Quarter 3	Quarter 4	
BT01	BTO	Implementation of mSCOA	To enhance reporting.	mSCOA system modules running live.	Number of modules running live.	mSCOA system	9	9	9	9	9	General Ledger, Trial Balance,
BT02	BTO	Revenue generation.	To increase own revenue and reduced dependency on grants.	Revenue Enhancement Strategies documents approved.	Number of Revenue Enhancement Strategies documents approved.	Draft Revenue enhancement strategy.	1	0	0	0	0	Council resolution
BT03	BTO	Revenue collection	To increase own revenue and reduced dependency on grants	Supplementary valuation rolls developed.	No. of supplementary valuation rolls.	Approved Valuation roll	1	0	0	0	1	Supplementary Valuation roll
BT04	BTO	Procurement management.	To facilitate effective and efficient implementation of SDBIP.	Percentage of Own revenue collected	Total Revenue collected/Total revenue billed.	Approved Revenue collection strategy	50%	10%	20%	40%	50%	revenue report
BT05	BTO	Financial Management capacity building.	To enhance human resource competency.	Procurement plans approved	No. of procurement plans approved.	SCM policy	1	0	0	0	1	Approved Procurement plan
				Finance interns hired.	No. of interns hired	FMG funds	8	8	8	8	8	FMG report.
				Trainings attended	No. of trainings attended.	Training policy	3	2	0	1	0	Attendance register
				Financial Systems	No. of Financial	1 financial systems	1	1	1	1	1	signed FMG reports

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IDP Ref No.	Directorate	Project	Measurable Objective	Key Performance Indicator		Baseline	Annual Target 2018/19	2018/19 Quarterly Targets				Means of verification
				Indicator	Unit of measurement			Quarter 1	Quarter 2	Quarter 3	Quarter 4	
BT06	BTO	Budget and reporting management.	To ensure Credible and compliant municipal budgeting and reporting.	maintained	systems maintained.	maintained	1	0	0	1	0	Council resolution
				Tabling of annual budget.	No. of draft annual budgets tabled.	2017/2018 annual report	1	0	0	1	0	Council resolution
				Annual Budget approved	No. Annual budgets approved,	2017/2018 approved budget	1	0	0	0	1	Council resolution
				Adjustment Budgets approved	No. of adjustment budgets approved.	2017/2018 adjustment budgets approved	1	0	0	1	0	Council resolution
				IYM reports submitted	No. of (IYM) Reports submitted.	2017/2018 (IYM) Reports submitted	12	3	3	3	3	IYM Reports
				AFS submitted	No. of AFS submitted.	2017/2018 AFS submitted	1	1	0	0	0	AFS and proof of submission to AGSA,PT & NT
BT07	BTO	Expenditure Monitoring activities.	To ensure authorized expenditure and timeous payment of obligations.	Creditor payment period by days.	No. of creditors payment days	Municipal creditors policy	30	30	30	30	30	Creditors ageing report
BT08	BTO	Asset management	To adequately manage all municipal assets.	Verification of municipal Assets	No. assets verification exercises	Assets Management Policy	8	2	2	2	2	Signed asset verification report
BT09	BTO	Purchase of office furniture	To provide assets for service delivery.	Office Furniture purchased.	No. of Office furniture purchased	126 Office furniture procured	400	0	0	350	50	Supplier invoices, delivery note & asset register
BT10	BTO	Purchase of municipal vehicles.	To provide assets for service delivery.	Municipal vehicles purchased	No. of vehicles purchased	0	2	2	0	0	0	Asset register
		Insurance of municipal assets	To safeguard municipal assets.	Municipal assets insured.	No. of assets insured	985 assets insured	1498	1148	1498	1498	1498	Insurance invoices

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IDP Ref No.	Directorate	Project	Measurable Objective	Key Performance Indicator		Baseline	Annual Target 2018/19	2018/19 Quarterly Targets				Means of verification	
				Indicator	Unit of measurement			Quarter 1	Quarter 2	Quarter 3	Quarter 4		
BT12	BTO	Coordination of External Audit of AFS.	To improve AGSA audit opinion.	External Audit outcomes achieved	Unqualified audit opinion without material findings.	Unqualified audit opinion with matters	Unqualified audit opinion without material findings.	0	Unqualified audit opinion without material findings.	0	0	0	AGSA Audit report
Total													

CFO: Moganedi Ronald Maisane
Municipal Manager: Rampedi Mmadire Nancy

Date: 16/07/2018
Date: 16/07/2018

Signature: 
Signature: 

CORE MANAGERIAL FUNCTIONS

CORE MANAGERIAL COMPETENCIES	CHOICE	WEIGHT	CURRENT LEVEL (1-3)	DESIRED LEVEL
Strategic Direction and Leadership	✓	10%	3	>3
People Management	✓	10%	3	>3
Program and Project Management				
Financial Management	✓	60%	3	>3
Change Leadership				
Governance Leadership				
Moral Competence				
Planning and Organising	✓	5%	3	>3
Analysis and Innovation		3%	3	>3
Knowledge and Information	✓	2%	3	>3

Management					
Communication	✓	5%	2	>3	
Results and Quality Focus	✓	5%	2	>3	
Total Percentage		100%			

CFO: Moganedi Ronald Maisane **Municipal Manager: Rampedi Mmadire Nancy**

Date: 16/07/2018 **Date:** 16/07/2018

Signature:  **Signature:** 

INDIVIDUAL LEARNING PLAN (ILP)

Senior Manager's Name: Mogamedi Ronald Maisane Employee Number: 3A2 -224


Job Title: Chief Financial Officer Department: Budget and Treasury Office

Municipal Manager's Name: Rampedi Mmadire Nancy Date: 01 July 2018

Skills / Performance Gap	Outcomes Expected	Suggested training and / or development activity	Suggested mode of delivery	Suggested Time Frames	Support Person
1. Financial management and reporting expertise	Improved Financial management and financial reporting skills.	Post graduate qualification in Financial Management	Distance learning with a South African University.	January 2019 – December 2019	Municipal Manager
2. Performance Management Systems implementation	Improvement in Performance Management skills. (Effective PMS)	Performance Management Systems programme	Formal Classroom training programme accredited by SAQA	March 2018 – June 2018	Municipal Manager

CFO: Mogamedi Ronald Maisane **Municipal Manager: Rampedi Mmadire Nancy**

Date: 16/07/2018 Date: 16/07/2018

Signature:  Signature: 