

**PERFORMANCE AGREEMENT 2015/16**

Employee Signature: ..... Date: 31 July 2015 Employer Signature: ..... date: 31 July 2015

*In his capacity as Municipal Manager*

**Mr. Ndoda Mgengo**

And

*In her capacity as Acting Chief Financial Officer*

**Ms. Mpai Patricia Polori**

Entered into by and between

**PERFORMANCE AGREEMENT 2015/16**



**LEKWA-TEEMANE LOCAL MUNICIPALITY "NW 396"**

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Employee Signature: ..... Date: 31 July 2015  
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4) monitor and measure performance against set targeted outputs;

3) specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;

2) specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

1) Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Municipal Systems Act, 2000 as well as the employment contract entered into between the parties;

The purpose of the agreement is to:

**Purpose of performance agreement**

**WHEREBY IT IS AGREED AS FOLLOWS:**

(hereinafter referred to as the **Employee**).

**Ms. Mpai Patricia Polori** as employee of Lekwa-Teemane Local Municipality

and

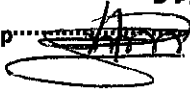
Lekwa-Teemane Local Municipality herein represented by **Mr. Ndoda Mgenko** his capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

**PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:**



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revised.

4) If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be

employment for any reason.

3) The agreement will terminate on the termination of the employee's contract of

the new financial year.

2) The parties must review the provisions of this agreement during June each year and must conclude a new performance agreement that replaces the previous agreement at least once a year within one month after the commencement of

the parties for the next financial year or any portion thereof

1) This Agreement will commence on the **1<sup>st</sup> July 2015** and will remain in force until **30<sup>th</sup> September 2015**, where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between

**Commencement and Duration**

delivery.

7) Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service

and

6) in the event of outstanding performance, to appropriately reward the employee;

has met the performance expectations applicable to his or her job;

5) use the performance agreement as the basis for assessing whether the employee

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1) The employee agrees to participate in the performance management system that the employer adopts or introduces for the municipality.

**Performance Management System**

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.  
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.

2) The performance objectives and targets reflected in the performance plan 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 municipality, and shall include key objectives; key performance indicators; target dates and weightings.

1) The performance plan sets out:  
a) The performance objectives and targets that must be met by the employee; and  
b) The time frames within which those performance objectives and targets must be met.

**Performance Objectives**

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Weighting	Key Performance Areas (KPA's) for managers directly accountable to the municipal manager
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- 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.
- 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.
- 4) The employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5) The criteria upon which the performance of the employee must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80: 20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs), respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 6) The employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPAs, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

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<b>CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)</b>		
<b>Core Managerial and Occupational Competencies</b>	<b>✓</b>	<b>Weight</b>
<b>Core Managerial Competencies:</b>		
Strategic Capability and Leadership		5
Programme and Project Management		5
Financial Management	<i>Compulsory</i>	10
Change Management		5
Knowledge Management		5
Service Delivery Innovation		

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.

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 the employee and must be considered with due regard to the proficiency level agreed to.

<b>Total</b>	<b>100</b>
Basic Service Delivery and Infrastructure Development	0
Municipal Institutional Development and Transformation	0
Local Economic Development (LED)	0
Municipal Financial Viability and Management	60
Good Governance and Public Participation	40

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- 1) The performance plan sets out
- a) the standards and procedures for evaluating the employee's performance;
- and
- b) the intervals for the evaluation of the employee's performance.

**Evaluating Performance**

5	Problem Solving and Analysis	
6	People Management and Empowerment	<i>Compulsory</i>
7	Client Orientation and Customer Focus	<i>Compulsory</i>
	Communication	
5	Honesty and Integrity	
<b>Core Occupational Competencies:</b>		
	Competence in Self-Management	
10	Interpretation of and implementation within the legislative and national policy frameworks	
6	Knowledge of developmental local government	
10	Knowledge of Performance Management and Reporting	
5	Knowledge of global and South African specific political, social and economic contexts	
	Competence in policy conceptualisation, analysis and implementation	
6	Knowledge of more than one functional municipal field/ discipline	
	Skills in Mediation	
	Skills in Governance	
10	Competence as required by other national line sector departments	
6	Exceptional and dynamic creativity to improve the functioning of the municipality	
	<b>Total Percentage</b>	<b>100%</b>

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*[Handwritten signature]*

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during the contracting process, to provide a score.

iii. This rating should be multiplied by the weighting given to each CCR

CCR.

ii. An indicative rating on the five-point scale should be provided for each

specified standards have been met.

i. Each CCR should be assessed according to the extent to which the

b) Assessment of the CCRs:

the scores and calculate a final KPA score.

iii. The applicable assessment rating calculator must then be used to add

KPA.

ii. An indicative rating on the five-point scale should be provided for each

due regard to ad hoc tasks that had to be performed under the KPA.

specified standards or performance indicators have been met and with

i. Each KPA should be assessed according to the extent to which the

plan:

a) Assessment of the achievement of results as outlined in the performance

4) The annual performance appraisal must involve:

frames.

as the actions agreed to and implementation must take place within set time

review discussion must be documented in a personal development plan as well

3) Personal growth and development needs identified during any performance

employment contract remains in force.

in addition review the employee's performance at any stage while the

2) Despite the establishment of agreed intervals for evaluation, the employer may





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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 PA and Performance plan and maintained this in all areas of responsibility throughout the year.	5 4 3 2 1
4	Performance significantly above expectation	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.	
2	Performance	Performance is below the standard required for the job in	

- c) Overall rating:
- i. An overall rating is calculated by using the applicable assessment rating calculator. Such overall rating represents the outcome of the performance appraisal.
  - ii. The assessment of the performance of the employee will be based on the following rating scale for KPAs and CCR's:
    - iv. The applicable assessment-rating calculator must then be used to add the scores and calculate a final CCR score.

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Mayor.


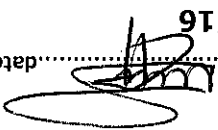
- v. Member of a ward committee as nominated by the Executive Mayor or Mayor.
- iv. Mayor and/or municipal manager from another municipality; and
- iii. Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
- ii. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- i. Executive Mayor or Mayor;

established

(d) For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be

<p>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 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.</p>	<p>Unacceptable performance</p>	<p>1</p>	
<p>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.</p>	<p>Effective</p>		

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First quarter : July - September 3<sup>rd</sup> Week October 2015

Second quarter : October - December 3<sup>rd</sup> Week January 2016

Third quarter : January-March 3<sup>rd</sup> Week April 2016

1) The performance of the employee in relation to his or her performance agreement must be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

**Schedule for Performance Reviews**

f) 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).

- i. Municipal Manager;
  - ii. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - iii. Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
  - iv. Municipal manager from another municipality.
- e) 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

2) The employer must keep a record of the mid-year review and annual assessment meetings.

3) Performance feedback must be based on the employer's assessment of the employee's performance.

4) The employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.

5) The employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

### Developmental Requirements

1) A personal development plan (PDP) for addressing developmental gaps must form part of the performance agreement.

### Obligations of the Employer

1) The Employer must:

a) create an enabling environment to facilitate effective performance by the employee;

b) provide access to skills development and capacity building opportunities;

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*[Handwritten signatures and dates]*

delay.

2) The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006 sub-regulation 31 (1) as soon as is practicable to enable the employee to take any necessary action without

(c) a substantial financial effect on the employer.

the employer; and

b) commit the employee to implement or to give effect to a decision made by

a) a direct effect on the performance of any of the employee's functions;

the powers will have, amongst others,

1) The employer agrees to consult the employee timeously where the exercising of

**Consultation**

agreement.

e) make available to the employee such resources as the employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the

and targets established in terms of the agreement; and

d) on the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives

employee;

c) work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the

## Management of Evaluation Outcomes

1) The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

2) A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an 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 that:

a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

b) a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

3) In the case of unacceptable performance, the employer shall:

a) provide systematic remedial or developmental support to assist the employee to improve his or her performance; and

b) after appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, 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.

## Dispute Resolution

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1) Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/or salary increment in the agreement, must be mediated by:

a) In the case of the municipal manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and

b) In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

2) Any disputes about the outcome of the employee's performance evaluation, must be mediated by:

a) In the case of the municipal manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC; and

b) 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 Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006 sub-regulation 27(4) (e), within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

## General

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Employee Signature..... Date: 31 July 2015 Employer Signature..... date: 31 July 2015

*[Handwritten signature]*

*[Handwritten signature]*

2. *[Handwritten signature]*

1. \_\_\_\_\_

AS WITNESSES:

MUNICIPAL MANAGER  
*[Handwritten signature]*

2. *[Handwritten signature]*

1. *[Handwritten signature]*

AS WITNESSES:

EMPLOYEE  
*[Handwritten signature]*

Thus done and signed at *CHRISTCHURCH* on this the *31<sup>st</sup>* day of *JULY* 2015

- 1) The contents of the performance agreement must be made available to the public by the employer in accordance with the Municipal Finance Management Act, 2003 and Section 46 of the Municipal Systems Act, 2000.
- 2) Nothing in this agreement diminishes the obligations, duties or accountabilities of the employee in terms of his or her employment contract, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 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.



**PERFORMANCE PLAN 2015/16**

Entered into by and between

**Mr. Ndoda Mgengo**

*In his capacity as Municipal Manager*

And

**Ms. Mpai Patricia Polori**

*In her capacity as Acting Chief Financial Officer*

M.P

## **1. Purpose**

The performance plan defines the Council's expectations of the Manager's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

## **2. Key responsibilities**

The following objects of local government will inform the Municipal Manager's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

### **3. Key Performance Areas**

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Planning and Performance Management Regulations (2001) inform the strategic objectives listed in the table below:

- 3.1 Basic Services and Infrastructure Development.
- 3.2 Municipal Transformation and Organisational Development.
- 3.3 Local Economic Development (LED).
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation.

MP

## KEY PERFORMANCE MANAGEMENT AREA 4: MUNICIPAL FINANCIAL VIABILITY and MANAGEMENT

IDP development objectives	Corporate objectives	Baseline	Key performance indicator	Weight	Budget	Annual Target	Quarterly target				Portfolio of Evidence				
							1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>					
Financial Management and Administrative Capacity	To ensure efficient and effective financial management of the municipality	MPRA not fully implemented	KPI 20 Percentage of full implementation of the MPRA by June 2016	8	Opex	100% implementation of the MPRA by June 2016	100% implementation of the MPRA by end September 2015	100% implementation of the MPRA by end December 2015	100% implementation of the MPRA by end March 2016	100% implementation of the MPRA by end June 2016	Report				
							KPI 21 Percentage of effective revenue management reports submitted by end June 2016	8	Opex	100% of effective revenue management reports submitted by end June 2016	100% of effective revenue management reports submitted by end September 2015	100% of effective revenue management reports submitted by end December 2015	100% of effective revenue management reports submitted by end March 2016	100% of effective revenue management reports submitted by end June 2016	Report
							KPI 22 Percentage of expenditure management reports submitted by end June 2016	9	Opex	100% of expenditure management reports submitted by end June 2016	100% of expenditure management reports submitted by end September 2015	100% of expenditure management reports submitted by end December 2015	100% of expenditure management reports submitted by end March 2016	100% of expenditure management reports submitted by end June 2016	Report
			KPI 23 Percentage of SCM compliance reports submitted by end June 2016	9	Opex	100% SCM compliance reports submitted by end June 2016	100% SCM compliance reports submitted by end September 2015	100% SCM compliance reports submitted by end December 2015	100% SCM compliance reports submitted by end March 2016	100% SCM compliance reports submitted by end June 2016	Report				

MP

IDP development objectives	Corporate objectives	Baseline	Key performance Indicator	Weight	Budget	Annual Target	Quarterly target				Portfolio of Evidence
							1st	2nd	3rd	4th	
Financial Management and Administrative Capacity	To implement an effective and efficient system of expenditure and budget management	50% compliance	KPI 25 Percentage of municipality's budget actually spent on implementing its workplace skills plan by end June 2016	9	Opex	100% of municipality's budget actually spent on implementing its workplace skills plan by end June 2016	25% of municipality's budget actually spent on implementing its workplace skills plan by end September 2016	25% of municipality's budget actually spent on implementing its workplace skills plan by end December 2016	25% of municipality's budget actually spent on implementing its workplace skills plan by end March 2016	25% of municipality's budget actually spent on implementing its workplace skills plan by end June 2016	Report
Financial Management and Administrative Capacity	To ensure efficient and effective financial management of the municipality	4.13:1, 2.25:1 675 days:25:1	KPI 26 financial viability as expressed by the ratios (debt coverage ratio, outstanding service debtors to revenue, Cost coverage age)	8	Opex	Acceptable norm of financial viability ratios by end June 2016	None	Acceptable norm of financial viability ratios by end December 2015	none	Acceptable norm of financial viability ratios by end June 2016	Report

PERFORMANCE PLAN 15/16

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## KEY PERFORMANCE AREA 5: GOOD GOVERNANCE and PUBLIC PARTICIPATION

IDP development objectives	Corporate objectives	Baseline	Key performance indicator	Weight	Budget	Annual Target	Quarterly target				Portfolio of Evidence
							1st	2nd	3rd	4th	
<b>Good Governance</b>	To ensure responsive, accountable, effective and efficient Local Government System	New	KPI 27 Percentage of audit findings addressed by end June 2016	7	Opex	100% Audit findings addressed	25% Audit findings addressed by end September 2015	25% Audit findings addressed by end December 2015	25% Audit findings addressed by March 2016	25% Audit findings addressed June 2015	Report
							25% Audit findings addressed by end August 2015	N/a	N/a	N/a	Report
<b>Good Governance</b>	To ensure effective Integrated Development Planning	2014/15 IDP Process plan developed and submitted to council	KPI 28 Timeous submission of 2015/16 IDP/budget Process Plan to council for approval by end August 2015	7	Opex	IDP Process Plan developed and submitted for approval by end August 2015	1 draft financial policies by end September 2015	1 By-law developed by council by end December 2015	1 By-law developed by council by end March 2016	None	Report
							None	None	None	Report	
<b>Good Governance</b>	To develop By-laws	1 by-law in place	KPI 31 Number of By-laws developed adopted by council by June 2016	7	OPEX	2 By-laws developed adopted by council by June 2016	1 draft financial policies by end September 2015	2 draft financial policies by December 2015	4 draft financial policies by end March 2016	3 financial policies reviewed adopted by council end June 2016	Report
							10 financial policies reviewed adopted by council by end June 2016	Opex	10 financial policies reviewed adopted by council by end June 2016	Report	
<b>Good Governance</b>	To ensure efficient and effective financial management of the	10 financial policies reviewed adopted by council	KPI 37 Number of financial policies reviewed adopted council by	8	Opex	10 financial policies reviewed adopted by council by end June 2016	1 draft financial policies by end September 2015	2 draft financial policies by December 2015	4 draft financial policies by end March 2016	3 financial policies reviewed adopted by council end June 2016	Report
							10 financial policies reviewed adopted by council by end June 2016	Opex	10 financial policies reviewed adopted by council by end June 2016	Report	

MP

IDP development objectives	Corporate objectives	Baseline	Key performance indicator	Weight	Budget	Annual Target	Quarterly target				Portfolio of Evidence
							1st	2nd	3rd	4th	
<b>Good Governance</b>	To ensure efficient and effective financial management of the municipality	Five year integrated financial management plan not in place	KPI 38 Five year integrated financial management plan developed by end June 2016	5	Opex	Development of five year integrated financial management plan by end June 2016	None	Draft five year integrated financial management plan developed by end December 2015	Draft five year integrated financial management plan developed by end March 2016	Final five year integrated financial management plan developed by end June 2016	Report
	To ensure efficient and effective financial management of the municipality	2013/14 Annual Financial Statement submitted to Auditor General (AG) on 31 August 2013	KPI 50 Timeous submission of 2014/15 Annual Financial Statements to Auditor General by end August 2015	6	Opex	Annual Financial Statements submitted to Auditor General by end August 2015	Submission of Annual Financial Statements to Auditor General by end September 2015	None	None	None	Report

MP

**GENERIC FUNCTIONS:**

IDP development objectives	Corporate objectives	Baseline	Key performance indicator	Weight	Budget	Annual Target	Quarterly target				Portfolio of Evidence	
							1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>		
Good Governance	To ensure responsive, accountable, efficient and Local Government System	New	Timeous signed performance agreement	7	Opex	Performance agreement signed by end July 2015	Signed Performance agreement by end July 2015	None	None	None	None	Performance Agreement signed
		2014/15 departmental meetings held	Number of departmental meetings held by end June 2016	7	Opex	4 departmental meetings held by end June 2016	1 departmental meeting held by end September 2015	1 departmental meeting held by end December 2015	1 departmental meeting held by end March 2016	1 departmental meeting held by end June 2016	Report	

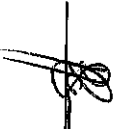
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Signed and accepted by:

Acting Chief Financial Officer:

Ms. M.P Polori

  
\_\_\_\_\_

Date: 31 July 2015

Signed by the Municipal Manager on behalf of the municipality:

Mr. N. Mgenko

  
\_\_\_\_\_

Date: 16 .....