

# PERFORMANCE MANAGEMENT AGREEMENT

**FNTERED INTO BY AND BETWEEN:** 

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAANDA PRINGLE RAEDANI

**AND** 

CHIEF AUDIT EXECUTIVE

GABRIEL RAMORWESI

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2021 TO 30 JUNE 2022



#### PERFOMANCE MANAGEMENT AGREEMENT

# ENTERED INTO BY AND BETWEEN

MOGALE CITY LOCAL MUNICIPALITY herein represented by Maanda Pringle Raedani as the Municipal Manager (hereinafter referred to as the Employer or Supervisor)

And

Gabriel Ramorwesi as the Chief Audit Executive: Internal Audit (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 "the Parties".
- 1.2 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.
- 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B), 57(C) and 57(5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014.

# 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 Comply with 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;

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- 2.3 Specify accountabilities as set out in the Performance Management Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Management Agreement and Performance Management Plan as the basis for assessing whether the employee has met the performance expectations applicable to his 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

- This Agreement will commence on the **01 JULY 2021** and will remain in force until **30 JUNE 2022**; where after a new Performance Management Agreement, Performance Management 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 the Agreement during February each year. The parties will conclude a new Performance Management Agreement and Performance Management Plan that replaces this Agreement at least once a year by not later 31 July.
- 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.

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- 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 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 within which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 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 Competency Requirements (CRs)(Leading & Core Competencies) respectively.

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- 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 weighting and CRs will account for 20 weighting of the final assessment.
- 6.3 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 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee:

Key Performance Areas (KPA's)	Weighting%
Good Governance and Public Participation	95%
Municipal Transformation and Organizational Development	5%
TOTAL	100%

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 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee.

The six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level

LEADING COMPETENCY I	REQUIREMENTS	WEIGHTS %
Strategic Direction and Leadership	<ul> <li>Impact and influence</li> <li>Institutional Performance         Management</li> <li>Strategic Planning and Management</li> <li>Organizational Awareness</li> </ul>	10%
People Management & Empowerment	<ul> <li>Human Capital Planning &amp; Development</li> <li>Diversity Management</li> <li>Employee Relations Management</li> <li>Negotiation and Dispute Management</li> </ul>	20%
Program & Project Management	<ul> <li>Program &amp; Project Planning and Implementation</li> <li>Service Delivery Management</li> <li>Program &amp; Project Monitoring &amp; Evaluation</li> </ul>	10%
Financial Management	<ul><li>Budget Planning &amp; Execution</li><li>Financial Strategy &amp; Delivery</li><li>Financial Reporting &amp; Monitoring</li></ul>	20%

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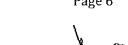
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LEADING COMPETENCY	REQUIREMENTS	WEIGHTS %
Change Leadership	<ul> <li>Change Vision &amp; Strategy</li> <li>Process Design &amp; Improvement</li> <li>Change Impact Monitoring &amp; Evaluation</li> </ul>	20%
Governance Leadership	<ul><li>Policy Formulation</li><li>Risk and Compliance Management</li><li>Cooperative Governance</li></ul>	20%
COR	E COMPETENCIES  Moral Competence	]
F	Planning and Organizing	]
/	Analysis and Innovation	
Knowledg	ge and Information Management	
	Communication	
F	Result and Quality Focus	
TOTAL		100

# 7 EVALUATING PERFORMANCE

- 7.1 The Performance Management 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 hoc tasks that had to be performed under the KPA;



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- (b) An indicative rating on the five-point scale should be provided for each KPA;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

# 7.5.2 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) The applicable assessment rating calculator must then be used to add the scores and calculate a final CR 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 CRs:

Overall Performance	Rating	Performance Score
Unacceptable Performance  Performance does not meet the standard expected for the job. The employee has failed to demonstrate the commitment level expected in the job despite management efforts to encourage improvement.	1	59% and below
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.	2	60 – 69 %
Performance Fully Effective  Performance fully meets the standards expected in all areas of the job	3	70 – 79 %
Performance Significantly Above Expectations / Exceptional Performance		

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Overall Performance	Rating	Performance Score
Performance is significantly higher than the standard expected in the job.	4	80 – 89 %
Outstanding Performance  Performance far exceeds the standard expected of an employee at this level.	5	90 – 100 %

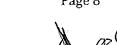
- 7.7 For purposes of evaluating the annual performance of managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established
  - i. Municipal Manager;
  - ii. Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
  - iii. Member of the Mayoral Committee; and
  - iv. Municipal Manager from another Municipality.

# 8 SCHEDULES FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or 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:

Quarter	Timeline	Date of the Review
First Quarter	July – September 2021	October 2021
Second Quarter	October – December 2021	January 2022
Third Quarter	January – March 2022	April 2022
Fourth Quarter	April – June 2022	n/a

- The Employer shall keep a record of all formal and informal reviews, including the midyear 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.

# **DEVELOPMENTAL REQUIREMENTS**

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 my 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 to assist him/her 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;

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- 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.

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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 performance and the amount payable would be calculated on the following basis:

		Performance Rating	Bonus Amount
1.	0% - 59%	Performance Unacceptable	0% of total package
2.	60% - 69%	Performance Not Fully Effective	T
3.	70% - 79%	Performance Fully Effective	Remuneration Progression
4.	80% - 89%	Performance Significantly Above	Remuneration Progression
		Expectations/ Exceptional Performance	5% - 9% of Total Package
5.	90% - 100%	Outstanding Performance	Remuneration Progression
***************************************			• 10% - 14% of total package

- 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 performance assessment results and above.
- 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 counseling 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 provide for, shall be mediated by –

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- 13.1.1 The Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2 Any other person appointed by the Executive Mayor.
- 13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

# 14 GENERAL

- 14.1 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.
- 14.2 Nothing in this agreement diminished 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.

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Strategic Goal	To ensure ac	To ensure accountable governance within the municipality	nance within	the municipality	***************************************								
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	Output Labour disputes All Wards									
	KPI G/011									

Signed and Accepted by the Chief Audit Executive

Gabriel Ramorwesi TON Date: 25 Survy 2021

Maanda Pringle Raedani Mar A.

CORE MANAGERIAL COMPETENCIES	WEIGHTI	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
			1≂59% and below implementation of the Internal Audit Plan	
			2= 60-69 % implementation of the Internal Audit Plan	
	φ	3= 70-79% implements % implements % implements with the Internal Audit Plan.	3= 70-79% implementation of the Internal Audit Plan.	Progress report on the Implementation of the Interna Audit
			4=80-89% implementation of the Internal Audit Plan	
			5=90-100% implementation of the Internal Audit Plan.	
Strategic Direction and Leadership			1= 2 Performance Management Agreements signed after the 30/09/2021	
			2=2 Performance Management Agreements signed after the 15/09/2021	
	വ	No. of Individual Performance Management Agreements signed by the Agreements signed with Managers by 31 31/08/2021 Agreements Sugust 2019	ment	Two(2) 2021/2022 Performance Management Agreements signed
			4= 2 Performance Management Agreements signed by the 30/08/2021	with Managers
			5= 2 Performance Management Agreements signed by the 27/08/2021	



Development of Personal Development Plans (PDPs) for Managers  Service Delivery Management  Reduction of Unauthorized Irregular Fruitless (UIF) expenditure Fruitled capital budget spent at the end of financial year		1=PD Nove	1=PDPs developed by 30 November 2021	
Development of Personal Development Plans (PDPs) for Managers  Service Delivery Management  Reduction of Unauthorized Irregular Fruitless (UIF) expenditure  Fruitless (UIF) expenditure  Goffunded capital budget spent at the end of financial year		2=PD Octob	2=PDPs developed by 31 October 2021	Proof on the submission of PDPs
Service Delivery Management  Reduction of Unauthorized Irregular Fruitless (UIF) expenditure  Fruitless (VIF) expenditure  end of funded capital budget spent at the end of financial year			3=PDPs developed by 30 September 2021	for Senior Managers to Learning and Development Sub-
Service Delivery Management  Reduction of Unauthorized Irregular Fruitless (UIF) expenditure  Fruitless (UIF) expenditure end of funded capital budget spent at the end of financial year		4=PD Septe	4=PDPs developed by 25 September 2021	division for implementation
Service Delivery Management  Reduction of Unauthorized Irregular Fruitless (UIF) expenditure  % of funded capital budget spent at the end of financial year		Septe	5=PDPs developed by 15 September 2021	
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10 Service Delivery Management  10 % Reduction of Unauthorized Irregular Fruitless (UIF) expenditure end of funded capital budget spent at the end of financial year		2= 60 the SI	2= 60-69% implementation of the SDBIP	SDBIP Quarterly
% Reduction of Unauthorized Irregular Fruitless (UIF) expenditure fruitless (UIF) expenditure of funded capital budget spent at the end of financial year			3= 70-79% implementation of the SDBIP	Performance Reports from Monitoring and
% Reduction of Unauthorized Irregular Fruitless (UIF) expenditure  70 % of funded capital budget spent at the end of financial year		4= 80 the SI	4= 80-89% implementation of the SDBIP	Evaluation Division
% Reduction of Unauthorized Irregular 2= 2= Fruitless (UIF) expenditure 3= 4= 5= 10 % of funded capital budget spent at the end of financial year 5= 1= 10 % of funded capital budget spent at the 3= 10 % of funded capital budget spent at the 3= 10 % of funded capital budget spent at the 10 % of funded capital budget spent at		5= 90 the SI	5= 90-100% implementation of the SDBIP	
70 % Reduction of Unauthorized Irregular Fruitless (UIF) expenditure  10 % of funded capital budget spent at the end of financial year		071	20 / and more morease or	
Fruitless (UIF) expenditure  % of funded capital budget spent at the end of financial year	<del>-</del>		2= 10% increase of UIF	1 July 2020 to 30 June 2021 In year
10 % of funded capital budget spent at the end of financial year	2		4= 20% reduction of UIF	monitoring report
10 % of funded capital budget spent at the end of financial year	ment	5= 30	5= 30% reduction of UIF	
% of funded capital budget spent at the end of financial year		1= 92	2% Spent	
end of financial year	. 10		4% Spent 3% Spent	1 July 2020 to 30
			3% Spent	monitoring report
		5= 100	00% Spent	•
		/ SO = 1	/o ainu peluw mentetion	200
	10	nt Plan	2=60-69 % Implementation	Change Management Plan

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Change Leadership		· · · · · · · · · · · · · · · · · · ·	4=80-89 % Implementation 5=90-100 % Implementation	be implemented
	-		1= 2 meetings	
			2= 3 meetings	Agenda and
	9	Communication to employees	3= 4 meetings	- Attendance Register
			4= 5 meetings	n departition
AMARILL. TO THE PROPERTY OF TH			5= 6 meetings	
			1=59% and Below	Revised and
			2=60-69%	Developed Policies
	9	Inputs/comments provided for Revision and/or Development of Policies	3=70-79%	vs Policies submitted
			4=80-89%	2019/2020 financial
Governance Leadership			5=90-100%	vear for Approval
	-		1=08/6 and below	
		Join 12, 12, 12, 12, 12, 13, 14, 15, 15, 15, 15, 15, 15, 15, 15, 15, 15	imnlementation 2=60-69% implementation	Dashboard Risk
	9	manadement implementation plan	3=70-79% implementation	Management
			4=80-89% implementation	Reports from M&E
			5=90-100% implementation	
Total=100				

		TOTAL CONTRACTOR CONTR		
Signed and Accepted by the Chief Audit Executive	Date: コンプレイ フロー!	al Manage	ida Pringle F	Date: SIJULY 2021

<b>5</b>	31/07/2021
Trainer	34
Service provider to be appointed.	DATE
Training through a service provider	All forde
Short course NQF 6	MM'S SIGNATURE
Portfolio of evidence as required by the Traíníng institution.	
<ul> <li>mSCOA implementation aligned to the budgeting process.</li> <li>Standard for Infrastructure Procurement and Delivery Management Procurement Procurement Policy implementation.</li> </ul>	10/80 A
Financial Management	EMPLOYEE SIGNATURE

SURNAME	GABRIEL		NAME	RAMORWESI		
POSITION	CHIEF AUDIT EXE	CUTIVE	REPORT TO	<b>MUNICIPAL MANAGER</b>	IANAGER	
SALARYLEVEL		2	2 SALARY BAND	S56		
DEPARTMENT	INTERNAL AUDIT		FINANCIAL YEAR	2021/2022		
					Developme	Sign-off review
	Specific	Competency	Development	Support	iew	and
Competency area to be	development	indicators	activities (self-study,	required	and	assessment
	objectives (what	(evidence of development)	on-the-job, formal- dates and cost)	(e.g. coaching)	assessmen t: Training	(Individual, Expert Trainer
					provider	& Coach)
	• Change					
	Vision &					
	Strategy	Portfolio of			•	
	Process	evidence as		Iraining	Service	
Change Management	Design &	required by the	Short course NQF 6	through a	provider to	Trainer
	Improvement	Training		service	De ganointod	
	Change	institution.		provider	appointed.	
	Impact					
	Monitoring &					
	Evaluation					
	Program &					
	Project Planning					
	and					
	Implementation	Portfolio of		Training	Service	
	Service	evidence as		through a	provider to	
Frogram and Froject Management	Delivery	required by the	Short course NQF 6	service	þe	Irainer
	Management.	Training		provider	appointed.	
	Program &	institution.				
	Project					
	Monitoring &					
	Evaluation					