

# PERFORMANCE AGREEMENT

2020/2021



MOSES KOTANE LOCAL MUNICIPALITY

As made and entered into between

**Mr Mokopane Vaaltyn Letsoalo**

In his capacity as the Municipal Manager of Moses Kotane Local Municipality (the employer)

**AND**

**Mr Mzwandile Reginald Mkhize** in his capacity as the Chief Financial Officer (the “employee”)

(Collectively referred to a “parties”)

**For the financial year: 01 July 2020 – 30 June 2021**



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## ENTERED INTO BY AND BETWEEN:

Moses Kotane Local Municipality herein represented by, **Mr Mokopane Vaaltyn Letsoalo** in his capacity as the **Municipal Manager** (hereinafter referred to as the employer and supervisor)

AND

**Mr Mzwandile Reginald Mkhize** in his capacity as the Chief Financial of Moses Kotane Local Municipality (hereinafter referred to as the employee).

## WHEREBY IT IS AGREED AS FOLLOWS:

### 1. INTRODUCTION

- 1.1 The municipality 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" for a period of five years ending 30 September 2023
- 1.2 Section 57(1) (b) of the Municipal Systems Act 32 of 2000 read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement in terms of section 57(2) (a) of the same act.
- 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 Systems Act as well as 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;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);



- 2.4 Monitor and measure performance against set targeted outputs and establish a transparent and accountable working relationship;
- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing the sustainability of the employee for permanent employment and/or to assess whether the employee has met the performance expectations applicable to the 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 client's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery through a performance management system.

### **3. COMMENCEMENT AND DURATION**

- 3.1 This agreement and the date of signature shall commence and shall in all respect be deemed to have commenced, with effect from **1 July 2020** and will remain in force until **30 June 2021** where after 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 The payment of performance bonus is determined by the performance score obtained during the annual performance evaluation and subject to approval of the annual performance evaluation report by council.
- 3.4 Upon the termination of the Employee's contract of employment for any reason before the end of the financial year in question, the Employee shall be assessed on all the quarters completed whilst the agreement was in force, and shall be entitled to a pro-rata bonus accordingly. The pro-rata payment shall be effected only after the performance evaluation has been completed and contemplated in section 8 (4B) of the Municipal System Amendment 44 of 2003 and the Performance Management System Policy adopted by Council.
- 3.5 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.
- 3.6 If at any time during the validity of this Agreement the work environment alters to (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) set out-

- 4.1.1 The performance objectives and targets that must be met by the Employees; 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 Employees and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan of the Client, and shall include key objectives; key performance indicators; target dates and weightings.

4.3. The key objectives describe the main tasks that need to be done. The key performance indicator provides the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the time-framework in which the work must be achieved. The weightings show the relative importance of the key objective to each other.

4.4. The employee's performance will, in addition be measured in terms of contributions to 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 Municipality 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 must 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 agrees to participate in the Performance Management System that the Client adopts.

5.5 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (Including special projects



Agreement. The Employee must be assessed against both components, with a weighting of 80:20 allocated to KPA and the Core Managerial Competencies [CMCs] respectively.

- 5.6.1 Each area of assessment will be weighted and will contribute a pro rata to the total score.
- 5.6.2 KPA's covering the main areas of work will account 80% and CMC's will account for 20% of the final assessment.

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 Client and Employee:

Key Performance Areas	Weighting
Institutional Transformation and Organisational Development	10
Basic Service Delivery and Development	10
Financial Management	50
Local Economic Development	10
Good Governance and Public Participation	10
Spatial Rationale	10
<b>Total</b>	<b>100%</b>

The CMCs will make up the other 20% of the Employee's assessment score. CMCs 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 Client and Employee:

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<b>CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)</b>		
<b>Core Managerial and Occupational Competencies</b>	<b>√ (Indicate choice)</b>	<b>Weight</b>
<b><i>Core Managerial Competencies:</i></b>		
Strategic Capability and Leadership		10
Programme and Project Management		10
Financial Management	Compulsory	20
Change Management		10
Knowledge Management		10
Service Delivery Innovation		
Problem Solving and Analysis		
People Management and Empowerment	Compulsory	10
Client Orientation and Customer Focus	Compulsory	10
Communication		
Honesty and Integrity		20
<b><i>Core Occupational Competencies:</i></b>		
Competence in Self-Management		
Interpretation of and implementation within the legislative and national policy frameworks		
Knowledge of developmental local government		
Knowledge of Performance Management and Reporting		
Knowledge of global and South African specific political, social and economic contexts		
Competence in policy conceptualisation, analysis and implementation		
Knowledge of more than one functional municipal field / discipline		
Skills in Mediation		
Skills in Governance		
Competence as required by other national line sector departments		
Exceptional and dynamic creativity to improve the functioning of the municipality		
<b>Total percentage</b>	<b>-</b>	<b>100%</b>

## **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.

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- 6.2. Despite the establishment of agreed intervals for evaluation, the client 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 actions agreed to and implementation must take place within set time frames.
- 6.4. The annual performance appraisal will involve:
  - 6.4.1 Assessment of the achievement of results as outlined in the performance plan;
    - 6.4.1.1 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.
    - 6.4.1.2 An indicative rating on the five-point scale should be provided for each KPA.
    - 6.4.1.3 The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.
  - 6.4.2. Assessment of Core Competency Requirements (CCRs);
    - 6.4.2.1 Each CMC should be assessed according to the extent to which the specified standards have been met.
    - 6.4.2.2 An indicative rating on the five-point scale should be provided for each CMC. The applicable assessment rating calculator must then be used to add the scores and calculate a final CMC score.
  - 6.4.3. Overall ratings

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal. The Assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCs:



Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee 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 achieves 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	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 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.					

6.5. 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 –

- 6.5.1 The Municipal Manager
- 6.5.2 Chairperson of the audit committee;
- 6.5.3 Member of the Executive committee; and
- 6.5.4 Municipal Manager from another Municipality

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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 periods with the understanding that reviews in the first and 3rd quarter may be verbal if performance is satisfactory

First Quarter	Second week of October.
Second Quarter	Third week of January.
Third Quarter	Second week of April.
Fourth Quarter and Annual Review	End of August.

- 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 client'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 must be fully consulted before any such change is made.
- 7.5 The Employer may amend the provisions of Annexure B 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 changes is made.
- 7.6 Records/results of quarterly, mid-year and annual assessment/reviews and changes made to the performance agreement as a result of such evaluations will be documented as form part of the Annual Performance Report

## **8. DEVELOPMENTAL REQUIREMENTS**

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

## **9. OBLIGATION OF THE CLIENT**

The Client shall –

- 9.1 Create an enabling environment to facilitate effective performance by the employee;
- 9.2 Provide access to skills development and capacity building opportunities;
- 9.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 9.4 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



9.5 Make available to the Employee such resource 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 Client; and
- 10.1.3 A substantial financial effect on the Client.

10.2 The Client agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 above 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 After the annual performance evaluation in terms of this performance agreement has been completed, the performance bonus ranging from 5% to 14% of all inclusive remuneration package may be paid to the Employee in recognition of outstanding performance.

11.3 In determining the performance bonus, of the relevant percentage will be based on the overall rating calculated by using the applicable assessment ratings calculator provided that;

- 11.3.1 a score of 130% to 149% will be awarded a performance bonus ranging between 5% to 9%; and
- 11.3.2 a score of 150% and above will be awarded a performance bonus in range between 10% to 14%

11.4 The above mentioned performance bonus will be awarded based on the following scheme;



Level of Performance	Description	Allocated Total Score	Bonus % of the total package
5	Outstanding performance	Above 150%	10-14%
4	Performance significantly above expectations	130-149%	5-9%
3	Fully effective (meets the standard)	100-129%	0%
2	Performance not fully effective	50-99%	
1	Unacceptable performance	1-49%	

11.5 The employee will be eligible for progression to the next higher remuneration package, within relevant remuneration band, after completion of at least twelve months' service at the current remuneration package on 30 June (end of financial year) subject to a fully assessment (performance meets the standards: 100% - 129%)

11.6. In the case of unacceptable performance, the Employer shall-

11.6.1 give notice to the Employee to attend a meeting with the Employer and the Employee will have the opportunity to satisfy the Employer of the measures being taken to ensure that the Employee's performance becomes satisfactory by a particular date.

11.6.2 Provide systematic remedial or development support to assist the employee to improve his or her performance; and

11.6.3 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 this or her duties.

11.7 Nothing contained in this agreement in any way limit the right the of the Employer to terminate the Employee's contract of employment for any other breach by the Employee of his obligations to the Employer or any other valid reason in law.

## 12. DISPUTE RESOLUTION

12.1 if the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute arises about the nature of this performance agreement, whether it relates to the key responsibilities, priorities, methods of assessment or as to the extent of which the Employee has achieved the performance objectives and targets established in terms of this Agreement;

12.1.1 The Employee may meet the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing.

12.1.2 In the event of the employee remains dissatisfied with the outcome of the meeting, the dispute shall be mediated by the Mayor within 30 days of receipts of a formal dispute from the Employee.



12.2 In the event that the meeting and mediation process contemplated in clause 12.1 above fails, dispute resolution mechanism or processes provided for in clause 19.3 of the contract of employment shall apply.

12.3 The outcome of any meetings and decisions of the employer, mediation or arbitration with regard to any dispute in terms of the performance agreement must form part of the report of the annual review to council.

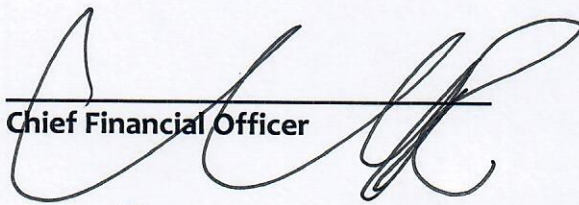
### **13. GENERAL**

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 Client.

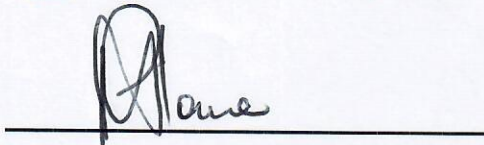
13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

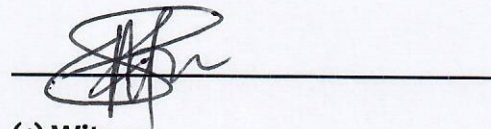


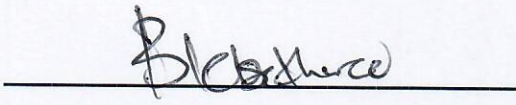
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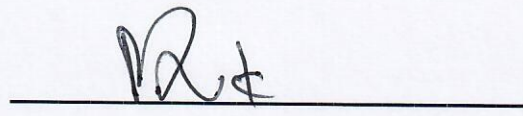
  
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Chief Financial Officer

  
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Municipal Manager

  
\_\_\_\_\_  
(1) Witness

  
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(2) Witness

  
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(2) Witness



**ANNEXURE A: SERVICE DELIVERY TARGETS AND KEY PERFORMANCE INDICATORS**  
**KPA 6: Municipal Financial Viability**

Key Performance Indicators	Annual Target 2020/21	2018/2019 Baseline	Quarter	Quarterly Targets	Portfolio of Evidence(POE)
<b>KPA 6: Municipal Financial Viability</b> <b>Strategic Objective: To provide efficient, effective and sustainable financial resource management services for the municipality</b> <b>Department: Budget and Treasury Office</b>					
2020/2021 Draft budget tabled by Council	2020/2021 Draft budget tabled by Council by 31 March 2021	2019/2020 Draft Budget	Q1		Council Resolution
			Q2		
			Q3	Approved Draft budget	
			Q4		
2020/2021 Final budget approved by Council	2020/2021 Final budget approved by Council by 31 May 2021	2019/2020 Final Budget	Q1		Council Resolution
			Q2		
			Q3		
			Q4	Approved final budget	
2019/2020 financial statements submitted to the Office of the Auditor General	2019/2020 financial statements submitted to the Office of the Auditor General by 31 August 2020	2018/2019 Financial statements	Q1	2019/2020 financial statements submitted	Acknowledge Letter
			Q2		
			Q3		
			Q4		

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Key Performance Indicators	Annual Target 2020/21	2018/2019 Baseline	Quarter	Quarterly Targets	Portfolio of Evidence(POE)
<b>KPA 6: Municipal Financial Viability</b> <b>Strategic Objective: To provide efficient, effective and sustainable financial resource management services for the municipality</b> <b>Department: Budget and Treasury Office</b>					
Number of MFMA Section 72 Reports submitted to Council	MFMA Section 72 Reports submitted and approved by Council by June 2020	2018/2019 MFMA Section 72 reports	Q1	1 MFMA Section 72 Report submitted and approved council	Council Resolution
			Q2	1 MFMA Section 72 Report submitted and approved by Council	
			Q3	1 MFMA Section 72 Report submitted and approved by Council	
			Q4	1 MFMA Section 72 Reports submitted and approved by Council	
	100% of competitive bids awarded within 90 days of advert by June 2021	100% of competitive bids awarded within 90 days of advert by June 2020	Q1	100% advertised bids awarded within 90 days of advert	Adverts and appointment letters
			Q2	100% advertised bids awarded within 90 days of advert	
			Q3	100% advertised bids awarded within 90 days of advert	
			Q4	100% advertised bids awarded within 90 days of advert	

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Key Performance Indicators	Annual Target 2020/21	2018/2019 Baseline	Quarter	Quarterly Targets	Portfolio of Evidence(POE)
<b>KPA 6: Municipal Financial Viability</b> <b>Strategic Objective: To provide efficient, effective and sustainable financial resource management services for the municipality</b> <b>Department: Budget and Treasury Office</b>					
Number of SCM Compliance reports submitted to Council	4 SCM Compliance reports submitted to Council by June 2021	4 SCM Compliance reports submitted to Council by June 2020	Q1	1 SCM compliance report submitted to council for noting	Council resolution
			Q2	1 SCM compliance report submitted to council for noting	
			Q3	1 SCM compliance report submitted to council for noting	
			Q4	1 SCM compliance report submitted to council for noting	
Percentage of bids awarded within 30 days of advert	100% of RFQ bids awarded within 30 days of advert by June 2021	100% of RFQ bids awarded within 30 days of advert by June 2020	Q1	All advertised seven days public notices' awarded within 30 days of advert	Adverts and purchase orders
			Q2	All advertised seven days' public notices' awarded within 30 days of advert	
			Q3	All advertised seven days public notices' awarded within 30 days of advert	
			Q4	All advertised seven days public notices' awarded within 30 days of advert	
% of indigent register updated	100 % of indigent register updated by June 2021	new	Q1	100% of indigent register updated	Updated indigent register
			Q2	100% of indigent register updated	
			Q3	100% of indigent register updated	

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Key Performance Indicators	Annual Target 2020/21	2018/2019 Baseline	Quarter	Quarterly Targets	Portfolio of Evidence(POE)
<b>KPA 6: Municipal Financial Viability</b> <b>Strategic Objective: To provide efficient, effective and sustainable financial resource management services for the municipality</b> <b>Department: Budget and Treasury Office</b>					
% revenue growth	10% increase in revenue by June 2021	2019/2020 Revenue collected	Q4	100% of indigent register updated	90-day age analysis report
			Q1	2.5% increase in collection	
			Q2	2.5% increase in collection 2.5%	
			Q3	2.5% increase in collection 2.5%	
			Q4	2.5% increase in collection 2.5%	
%of asset register updated	100% asset register updated by June 2021	2020 asset register	Q1		Asset register
			Q2		
			Q3	100% asset register updated	
			Q4		
Number of stock count reports compiled	Number of stock count reports compiled by June 2021	1 reports	Q1		Stock count Reports
			Q2	100% Stock count report	
			Q3	100% Stock count report	
			Q4	100% Stock count report	

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## Annexure B: PERSONAL DEVELOPMENT PLAN

### DEVELOPMENTAL REQUIREMENTS

The aim of the Personal Development Plan (PDP) is to ensure that Employees are skilled to meet objectives as set out in the Performance Management Agreement for employees by legislation. Such career-path planning ensures competent employees for current and possible future positions. It is thee of identifies, prioritise and implement training needs.

Legislative needs taken into account comes from the Municipal Systems Act Guidelines: Generic Senior Management Competency Framework and occupational competency profiles, Municipal Finance Management Competency Regulations, such as those developed by the National Treasury and other line sector departments legislated competency requirements needs to be taken into consideration during the PDP Process.

2020/2021 Personal Development Plan Chief Financial Officer							
Skills/Performance Gap	Outcome Expected	Suggested Training/ Development Activities	Suggested Mode of delivery	Suggested Timeframes	Work opportunity created to practice skill/ Development Area	Support Person	
None	None	None	None	None	None	None	