

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

DAN MASHITISHO

AND

CHIEF AUDIT EXECUTIVE

DUMISANI NGUTSHANA

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2015 TO 30 JUNE 2016



## PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

**MOGALE CITY LOCAL MUNICIPALITY** herein represented by **Dan Mashitisho** as the **Municipal Manager** (hereinafter referred to as the Employer or Supervisor)

And

**Dumisani Ngutshana** 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 Section 58(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 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.

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Dumisani Ngutshana

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## 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –



- 2.1 Comply with the provisions of Section 58(1)(b),(4A),(4B) and (5) of the Local Government Municipality 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 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

- 3.1 This Agreement will commence on the **1 JULY 2015** and will remain in force until **30 JUNE 2016**; 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 June 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.

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- 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 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 in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 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.

#### **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 Core Competency Requirements (CCRs) respectively.
- 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 CCRs 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
Municipal Transformation and Organizational Development	50%
Local Economic Development (LED)	5%
Good Governance and Public Participation	45%
<b>TOTAL</b>	<b>100%</b>



- 6.4 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 Employee:

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES		
CORE MANAGERIAL COMPETENCIES (CMC)	✓	WEIGHTS
Strategic Capability and Leadership	✓	20%
Financial Management	✓	20%
People Management and Empowerment	✓	20%
Client Orientation and Customer Focus	✓	20%
Accountability and Ethical Conduct	✓	20%
<b>TOTAL</b>		<b>100%</b>

## 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 the 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 must then be used to add the scores and calculate a final KPA score.

#### 7.5.2 Assessment of the CCRs

- (a) Each CCR 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 CCR;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR 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 CCRs:

Overall Performance	Rating	Performance Score
<b>Unacceptable Performance</b>  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
<b>Performance Not Fully Effective</b>  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 %

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 Dumisani Ngutshana

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Overall Performance	Rating	Performance Score
<b>Performance Fully Effective</b> Performance fully meets the standards expected in all areas of the job	3	70 – 79 %
<b>Performance Significantly Above Expectations / Exceptional Performance</b> Performance is significantly higher than the standard expected in the job.	4	80 – 89 %
<b>Outstanding Performance</b> Performance far exceeds the standard expected of an employee at this level.	5	90 – 100 %

7.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established –

7.7.1 Municipal Manager;

7.7.2 Chairperson of the Audit Committee or Performance Audit Committee;

7.7.3 Member of the Mayoral committee; and




7.7.4 Municipal Manager from another Municipality.

## 8 SCHEDULES FOR PERFORMANCE REVIEWS

8.1 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:

Quarter	Timeline	Date of the Review
First Quarter	July – September 2015	October
Second Quarter	October – December 2015	January
Third Quarter	January – March 2016	April
Fourth Quarter	April – June 2016	July

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L.A.    
L.S. 



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

## **9 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;

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.

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 outstanding performance.

12.3 In the case of unacceptable performance, the Employer shall –

12.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.3.2 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 –

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.

Thus done and signed at KwaggaBOP on this the 27 day of July 2015

AS WITNESSES:

1. [Signature]  
2. [Signature]

[Signature]  
CHIEF AUDIT EXECUTIVE

AS WITNESSES:


1. [Signature]  
2. [Signature]



[Signature]  
MUNICIPAL MANAGER

[Signature]



## PERSONAL DEVELOPMENT PLAN (PDP)

<b>SURNAME</b>	NGUTSHANA		<b>NAME</b>	DUMISANI		
<b>POSITION</b>	CHIEF AUDIT EXECUTIVE		<b>REPORT TO</b>	MUNICIPAL MANAGER		
<b>SALARY LEVEL</b>	2		<b>SALARY BAND</b>	SECTION 56		
<b>DEPARTMENT</b>	INTERNAL AUDIT		<b>FINANCIAL YEAR</b>	2015/2016		
Competency area to be developed	Specific development objectives (what to achieve)	Competency indicators (evidence of development)	Development activities (self-study, on-the-job, formal-dates and cost)	Support required (e.g. coaching)	Development review and assessment: Training provider	Sign-off review and assessment (Individual, Expert Trainer & Coach)
Personal mastery	Assertiveness, problem solving & influencing	Being able to assertively influence decisions	POE	N/A	N/A	N/A
Strategic & business mastery	Planning, organising, finance & delegation	Able to prioritise activities and delegate to team	POE	MFMP	POE	Incomplete
				Masters/ MBA		
Team mastery	Managing teams performance & conflict	The ability to enable opposing parties to move past impasse towards the successful resolution of an issue through the application of dispute resolution techniques	One on one meetings	Training on Performance Management	POE	Incomplete
<b>Employee Signature</b>			<b>MM's Signature</b>		<b>Date</b>	



MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE PLAN 2015/ 2016

INCUMBENT: DUMISANI NGUTSHANA  
POST TITLE: CHIEF AUDIT EXECUTIVE

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target			Evidence
					Time frame	Quality	Quantity	
1. Municipal Transformation and Organisational Development	10	Individual Performance Management System (PMS) for managers aligned to the SDBIP, developed and implemented	1=2 Performance agreements of Managers signed after the 30/09/2015	2014/ 2015 Performance Management Agreements signed by Managers	30/08/2015			Two (2) 2015/ 2016 Performance Management Agreements signed with Managers  Attendance registers on the quarterly reviews conducted
			2=2 Performance agreements of Managers signed by 30/09/2015					
			3=2 Performance agreements of Managers signed by 30/08/2015					
			4=2 Performance agreements of Managers signed by 25/08/2015					
			5=2 Performance agreements of Managers signed by 20/08/2015					
	40	% implementation of the Approved Internal Audit Plan	1=59% and Below implemented	60%			70%	Quarterly progress report on the implementation of the plan and/ or Yearly Internal Audit Report
			2=60-69% implemented					
			3=70-79% implemented					
			4=80-89% implemented					
			5=90-100% implemented					

*[Handwritten initials]*



INCUMBENT: DUMISANI NGUTSHANA  
POST TITLE: CHIEF AUDIT EXECUTIVE

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target			Evidence
					Time frame	Quality	Quantity	
2. Local Economic Development (LED)	5	% Total value of all procurement services allocated to BBBEE compliant service providers	1=29 and Below	28%			40%	Copies of signed specifications and SCM reports indicating the BBBEE rating
			2=30-39%					
			3=40-49%					
			4=50-59 %					
			5=60-69%					
	5	% compliance to the regulatory framework	1=100% submission after the 30 September 2015	100% Submission of IA Plan			100%	Internal Audit plan to be submitted, submission date and date submitted (Email on the submission and/ or Acknowledgement of receipt)
			2= 100% submission on or before the 31 August 2015					
			3=100% submission on or before the 31 July 2015					
			4=100% submission on or before the 20 July 2015					
			5=100% reports submission on or before the 10 July 2015					
	15	% implementation of assigned corporate Ethics responsibilities	1=59% and Below	Approved Anti-corruption Policy			70%	Ethics Management Programme by December 2015 / First and Second Quarterly Ethics Awareness Sessions to employees / Implementation Plan / Quarterly Implementation Progress Reports
			2=60-69%					
			3=70-79%					
			4=80-89 %					
			5=90-100 %					
	5	% of mitigation actions implemented on Strategic and Operational Risk Registers (Target and Baseline will be confirmed after the assessment of the 4th Quarter Risk Register)	1=59% and Below	78%			80%	Quarterly reports submitted submitted to M&E
			2=60-79%					
			3=80%					
			4=82%					
			5=84%					
3. Good Governance and Public Participation	5	Departmental training needs identified and submitted	1=Report submitted on or before 31 Jan 2016	New Target	30 Sept. 2015			Training needs identification report submitted to HCD&T
			2=Report submitted on or before 15 Jan. 2016					
			3=Report submitted on or before 30 Sept. 2015					
			4=Report submitted on or before 20 Sept. 2015					
			5=Report submitted on or before 10 Sept 2015					



MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE PLAN 2015/ 2016

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POST TITLE: CHIEF AUDIT EXECUTIVE

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target			Evidence
					Time frame	Quality	Quantity	
TOTAL = 100%	5	% compliance to OHS Act through implementation of OHS Audit and/ or checklist recommendations	1=59% and Below implemented	New Target			70%	Checklist and/ or implementation plan on the OHS Audit submitted to OHS
			2=60-69% implemented					
			3=70-79% implemented					
			4=80-89 % implemented					
			5=90-100 % implemented					
	5	No. of reports on GEYODI projects implemented	1=Less than 4 reports submitted	4			4	Quarterly Reports submitted to COGTA and/ or letter of submission to COGTA
			2=4 reports submitted after the due date					
			3=4 reports submitted on the due date					
			4=all 4 reports submitted one to four days before the due date					
			5=all 4 reports submitted five days and more before the due date					
5	% response towards the Auditor General 's queries and/ or requests and/ or recommendations (For the year under review)	1= 100% response submitted 5 days and more after receipt	100%			100%	Request/ Queries/ Recommendations from the AG Letters of response (AG`s queries response implementation plan) submitted to Budget & Treasury	
		2= 100% response submitted 4 days after receipt						
		3= 100% response submitted 3 days after receipt						
		4= 100% response submitted 2 days after receipt						
		5= 100% response submitted 1 day after receipt						

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Initials



**MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE PLAN 2015/ 2016**

**INCUMBENT: DUMISANI NGUTSHANA**  
**POST TITLE: CHIEF AUDIT EXECUTIVE**

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target			Evidence
					Time frame	Quality	Quantity	
<b>CORE MANAGERIAL COMPETENCIES (CMC)</b>		<b>KPI</b>	<b>EVIDENCE</b>	<b>TOTAL SCORE</b>				
Strategic Capability and Leadership	20	Development/ Revision of Strategies/ Policies/ SOPs	Reports to EXCO on Other Strategic Plans and/ or Policies/ SOPs Developed/ Revised					
Financial Management	20	% Variance on operational budget spent	Variance Report					
		% Capital budget spent	Budget Report					
		% of regulated employees registered with relevant professional bodies or affiliated with professional associations	Register on employees registered with professional bodies or affiliated with professional associations submitted to HCD&T					
People Management and Empowerment	20	% funded vacancies filled	Approved reports on filling of vacancies with suitably qualified staff					
		Grievance and Disciplinary cases attended to	Report on Grievance and Disciplinary cases					
		Communication to employees	Minutes of Departmental meetings					
		% implementation of Departmental employment equity sub-plans	Approved quarterly position management reports					

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 Initials:   





INCUMBENT: DUMISANI NGUTSHANA  
POST TITLE: CHIEF AUDIT EXECUTIVE

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Target		Evidence
					Time frame	Quantity	
Customer Orientation and Customer Focus	20	External service and information requests responded to within 10 working days from date of receipt	Copies of letters of requests and Written responses to external stakeholders				
		Internal information requests responded to within 5 working days from date of receipt	Information requests and responses (with date of requests and date of response)				
Accountability and Ethical Conduct	20	% Implementation of the Anti-Fraud and Corruption Policy	Disclosure and Declaration of Interest Register and/ or Disciplinary cases related to ethics and/or Agenda of Management meetings where standing item on Anti-Fraud and Corruption Policy is discussed				
Total: 100%							

Ps: The signed agreements will be enhanced after automation of PMS (ePMS) to enable pi



Signed and accepted by Chief Audit Executive: Dumisani Ngutshana

Date: 27/06/2015  


Signed by the Municipal Manager: Dan Mashitsho

Date: 31/07/2015  


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