



Performance Agreement  
2013/14

**N P MOLEPO:  
MANAGER INTERNAL AUDIT**

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PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE SOL PLAATJE MUNICIPALITY

AS REPRESENTED BY THE MUNICIPAL MANAGER

**MR G H AKHARWARAY**

(herein and after referred as Employer)

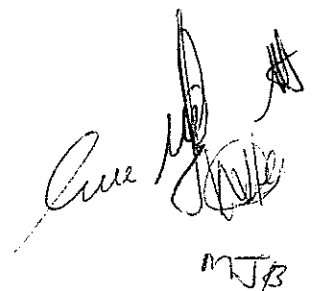
AND

Ms. N P Molepo: Manager Internal Audit

(herein and after referred as Employee)

FOR THE

FINANCIAL YEAR: 1 JULY 2013 - 30 JUNE 2014



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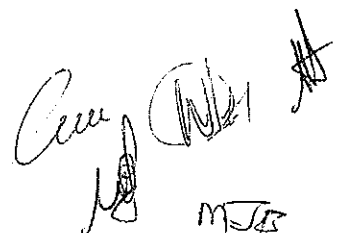
## 1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee;
- 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 In this Agreement the followings terms will have the meaning ascribed thereto:
  - 1.3.1 "this Agreement" – means the performance agreement between the Employer and the Employee and the Annexures thereto;
  - 1.3.2 "the Executive Authority" – means the Mayoral Committee of the Municipality constituted in terms of Section 55 of the Local Government: Municipal Structures Act;
  - 1.3.3 "the Employee: means the Manager responsible for internal audit
  - 1.3.4 "the Employer" means Sol Plaatje Municipality represented by the Municipal Manager; and
  - 1.3.5 "the Parties" means the Employer and Employee.

## 2. PURPOSE OF THIS AGREEMENT

- 2.1 Comply with the provisions of Section 5 of the Municipal Systems Act;
- 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 outcomes;
- 2.5 Establish a transparent and accountable working relationship; and
- 2.6 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

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- 3.1 This Agreement will commence on the 01 July 2012 and will remain in force until 30 June 2013 where after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;
- 3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31<sup>st</sup> of July of the succeeding financial year;
- 3.3 This Agreement will terminate when the employee is no longer employed by the Employer; and
- 3.4 The content of this Agreement may be revised, by written agreement between the Employer and Employee, at any time during the abovementioned period to determine the applicability of the matters agreed upon.

#### 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;
  - 4.1.2 The time frames within which those performance objectives and targets must be met; and
  - 4.1.3 The core competency requirements (Annexure C – definitions) as the management skills regarded as critical to the position held by the employee.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:
  - 4.2.1 Key objectives that describe the main tasks that needs to be done;
  - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved;
  - 4.2.3 Target dates that describe the timeframe in which the work must be achieved; and
  - 4.2.4 Weightings showing the relative importance of the key objectives to each other.

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- 4.3 The Personal Development Plan (Annexure B) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 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 municipality adopted for the employees of the municipality;
- 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 employees and relevant stakeholders to perform to the standards required;
- 5.3 The Employer will consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas (including special projects relevant to the employee's responsibilities) within the local government framework;
- 5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement;
- 5.6 The Employee's assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:
- 5.7

KPA No	Key Performance Area
1	Service Delivery and Infrastructure Development
2	Municipal Transformation and Institutional Development
3	Local Economic Development
4	Municipal Financial Viability and Management
5	Good Governance, Public Participation Accountability and Transparency
<b>TOTAL 80%</b>	

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- 5.8 The CCR's will make up the other 20% of the Employee's assessment score. CCR's that are deemed to be most critical for the Employee's specific job are reflected in the list below as agreed to between the Employer and Employee:

CCR No	Core Competency Requirement
1	Strategic Capability and Leadership
2	<b>Financial Management (compulsory)</b>
3	Change Management
4	Knowledge Management
5	Problem Solving and Analysis
6	Programme and Project Management
7	Service Delivery Innovation
8	<b>People Management and Empowerment (compulsory)</b>
9	<b>Client Orientation and Customer Focus (compulsory)</b>
10	Communication
11	Honesty and Integrity
<b>TOTAL 20%</b>	

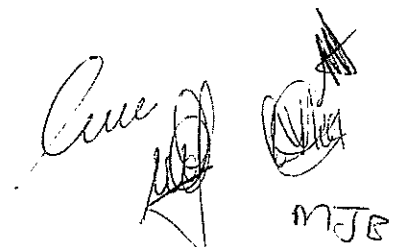
## 6. PERFORMANCE ASSESSMENT

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out –
- 6.1.1 The standards and procedures for evaluating the Employee's performance; and
- 6.1.2 The intervals for the evaluation of the Employee's performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force;
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;
- 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP);
- 6.5 Assessment of the achievement of results as outlined in the performance plan:
- 6.5.1 Each KPI or group of KPI's shall be assessed according to the extent to which the specified standards or performance targets

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have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;

- 6.5.2 A rating on the five-point scale shall be provided for each KPI or group of KPI's which will then be multiplied by the weighting to calculate the final score; and
  - 6.5.3 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.6 Assessment of the CCRs:
- 6.6.1 Each CCR shall be assessed according to the extent to which the specified standards for the required proficiency level have been met;
  - 6.6.2 A rating on the five-point scale shall be provided for each CCR which will then be multiplied by the weighting to calculate the final score;
  - 6.6.3 Each CCR's will be assessed in terms of the definitions provided (Annexure C) on a 360 degree basis during the mid-year and year-end reviews and will inform the final score awarded by the evaluation committee; and
  - 6.6.4 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.7 Overall rating
- 6.7.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.3 and 6.7.4 above; and
  - 6.7.2 Such overall rating represents the outcome of the performance appraisal.



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6.8 The assessment of the performance of the Employee will be based on the following rating scale for KPI's and CCRs:

Level	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
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 they employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

6.9 For purposes of evaluating the performance of the Employee for the mid-year and year-end reviews, an evaluation panel constituted of the following persons will be established –

6.9.1 Municipal Manager;

6.9.2 Chairperson of the Performance Audit Committee or in his/her absence thereof, the Chairperson of the Audit Committee; and

6.10 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1<sup>st</sup> and 3<sup>rd</sup> quarters at his own discretion; and

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6.11 The Municipal Manager will give performance feedback to the Employee after each bi-annual and/or quarterly and annual assessment meetings.

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates with the understanding reviews in the first and third quarter may be verbal if performance is satisfactory:

Quarter	Review Period	Review to be completed by
1	July - September 2013	October 2013 (1 <sup>st</sup> Quarter at MM's discretion)
2	October – December 2013	February 2013 (Compulsory – Mid - year)
3	January – March 2014	April 2014 (1 <sup>st</sup> Quarter at MM's discretion)
4	April-June 2014	April 2015 (Compulsory – Year-end)

7.2 The Employer shall keep a record of the mid-year and year-end assessment meetings;

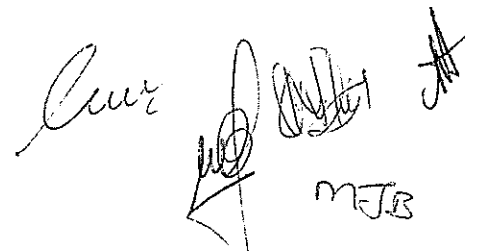
7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance;

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

## 8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B. Such Plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.



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**9. OBLIGATIONS OF THE EMPLOYER**

9.1 The Employer shall-

- 9.1.1 Create an enabling environment to facilitate effective performance by the employee;
- 9.1.2 Provide access to skills development and capacity building opportunities;
- 9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and
- 9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/her to meet the performance objectives and targets established in terms of this Agreement.

**10. CONSULTATION**

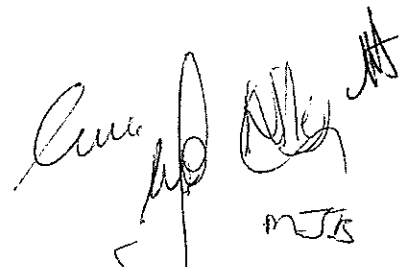
10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others-

- 10.1.1 A direct effect on the performance of any of the Employee's functions;
- 10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 10.1.3 A substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

**11. MANAGEMENT OF EVALUATION OUTCOMES**

11.1 Where the employer is, at any time during the employees employment, not satisfied with the manager's performance with respect to any matter dealt with in this Agreement, the employer will give notice the employee to attend a meeting;

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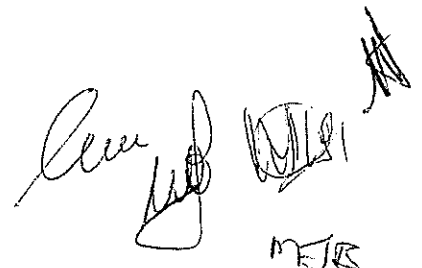
- 11.2 The Employee will have the opportunity at the meeting to satisfy the employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;
- 11.3 Where there is a dispute or difference as to the performance of the employee under this Agreement, the parties will confer with a view to resolving the dispute or difference; and
- 11.4 In the case of unacceptable performance, the employer shall –
  - 11.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
  - 11.4.2 After appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

## 12. DISPUTE RESOLUTION

- 12.1 In the event that the employee is dissatisfied with any decision or action of the Council in terms of this Agreement, or where a dispute or difference arises as to the extent to which the employee has achieved the performance objectives and targets established in terms of this Agreement, the employee may within 3 working days meet with the employer with a view to resolving the issue. The employer will record the outcome of the meeting in writing;
- 12.2 If the parties could not resolve the issues within 10 working days, an independent arbiter, acceptable to both parties, should be appointed to resolve the matter within thirty days; and
- 12.3 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment shall apply.

## 13. GENERAL

- 13.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer; and
- 13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.



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Thus done and signed at Kimberley on this the 31  
day July of 2013.

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]  
NAME Nxolo Molepe

Thus done and signed at Kimberley on this the 31<sup>st</sup> day of  
July 2013.



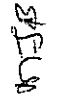
AS WITNESSES:

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MUNICIPAL MANAGER

## Performance Plan

Manager: Internal Audit

**The Performance Plan sets out:**

- a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe;
- b) Core competencies required from employees prescribed in the Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, R805 of 2006.

The employee's assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the National KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

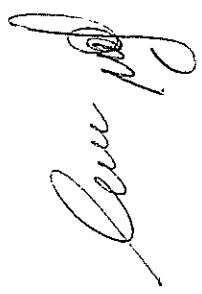

KPA's covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

Key Performance Areas (KPA's)	Weighting	Core Competency Requirements (CCR's)	Weighting
Municipal Transformation & Institutional Development	10	Strategic Leadership and Management	3
Basic Service Delivery		Programme and Project Management	
Local Economic Development		Financial Management	4
Municipal Financial Viability & Management	20	Change Management	
Good Governance & Public Participation	50	Knowledge Management	2
		Problem Solving and Analytical Thinking	
		People and Diversity Management	3
		Client Orientation and Customer Focus	3
		Service Delivery Innovation	
		Communication	2
		Accountability and Ethical Conduct	3
<b>Total</b>	<b>80%</b>	<b>Total</b>	<b>20%</b>

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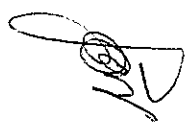

The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

Category	Colour	Explanation
KPI's Not Met/ Unacceptable performance	1	Performance does not meet the standard expected for the job. The review/assessment indicates that they employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.
KPI's Almost Met / Not fully effective	2	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.
KPI's Met / Fully effective	3	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.
KPI's Well Met / Performance significantly above expectations	4	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.
KPI's Extremely Well Met / Outstanding Performance	5	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.

  
  
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KEY PERFORMANCE INDICATORS

Ref No	Strategic Objectives	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence				Weight	
						Q1	Q2	Q3	Q4		
Good Governance and Public Participation											
	To ensure an improved audit opinion in line with the LGTAS	Good Governance and Public Participation	Apply proper procurement practices with the adherence to the approved SCM policy to promote good governance and to be effective in delivering services	0 cases referred back to department to address shortcomings in SCM docs and processes	New KPI	SCM records	0	0	0	0	10
	To ensure an improved audit opinion in line with the LGTAS	Good Governance and Public Participation	Develop a risk based audit plan to ensure that all identified risk areas are audited annually to reduce the risk by end July annually	Risk based audit plan submitted for approval	100%	RBAP and minutes of audit committee during which it was approved	100				20
	To ensure an improved audit opinion in line with the LGTAS	Good Governance and Public Participation	Execute the RBAP to propose remedial actions to be implemented to reduce risks and submit progress report to MM & Audit Committee	% of planned audits completed by end June	80%	Internal Audit reports submitted to management & the Audit Committee				80	20
	To ensure an improved audit opinion in line with the LGTAS	Good Governance and Public Participation	Monitor the implementation of Internal audit reports to ensure that corrective steps were implemented to reduce risks	Number of progress reports obtained from applicable sections on a monthly basis	12	Progress report received	3	3	3	3	5
	To ensure an improved audit opinion in line with the LGTAS	Good Governance and Public Participation	Audit actual performance results documented on the SDBIP system in terms of section 45 of the Municipal systems Act	Number of audits reports submitted to the MM and audit committee	4	PMS audit reports and minutes of meetings of the audit committee during which reports were discussed	1	1	1	1	5

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Ref No	Strategic Objectives	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Targets				Weight	
						Q1	Q2	Q3	Q4		
Portfolio of evidence											
	To ensure an improved audit opinion in line with the LGTAS	Good Governance and Public Participation	Arrange the meeting of the audit committee on a quarterly basis	Number of meetings scheduled and supported	4	1	1	1	1	5	Minutes of the meetings
	To ensure an improved audit opinion in line with the LGTAS	Good Governance and Public Participation	Execute investigations on Ad-hoc instructions from the Council / EMT / AC	% of ad hoc investigations completed and reported	95%	95	95	95	95	2	Investigation report submitted to MM
	To ensure an improved audit opinion in line with the LGTAS	Good Governance and Public Participation	Discuss internal audit report with the responsible line manager to provide clarity on issues raised and corrective measures to be implemented	% of reports discussed with the responsible line manager	95%	95	95	95	95	5	Informal minutes of the meetings
<b>Municipal Financial Viability and Management</b>											
	Ensure sound financial management and financial sustainability of SPM	Municipal Financial Viability and Management	Approve sound and authorised expenditure of the directorate to enhance municipal financial viability and management	Number of months without unauthorised spending	12	3	3	3	3	2	AG Report
	Ensure sound financial management and financial sustainability of SPM	Municipal Financial Viability and Management	Submit departmental evaluation report of bid to SCM within 15 working days from closing date of the bid (excl Consulting engineers)	% submitted	100%	100	100	100	100		Confirmation of report submitted to SCM
	Ensure sound financial management and financial sustainability of SPM	Municipal Financial Viability and Management	Apply proper procurement practices with the adherence to the approved SCM policy to promote good governance	0 successful appeals	0	0	0	0	0	2	SCM records
<b>Municipal Transformation and Institutional Development</b>											
	To provide a framework for Municipal Transformation and Institutional Development	Municipal Transformation and Institutional Development	Implement Council resolutions within the required timeframes	% of Council resolutions implemented	95%	95	95	95	95	2	Council resolution register

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Ref No	Strategic Objectives	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
							Q1	Q2	Q3	Q4	
	To provide an overarching framework for sustainable municipal performance improvement	Municipal Transformation and Institutional Development	Evaluate all identified personnel in terms of the performance management system	Number of formal evaluations completed	2	PMS evaluation report and individual score sheets	0	1	1	0	2


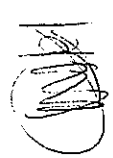
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**CORE COMPETENCY FRAMEWORK**


The performance of Section 57 Managers should be assessed in terms of Core Competency Requirements (CCRs) as required by the Regulations of Section 57 Managers. These competencies describe general managerial and occupational skills. The assessment of these competencies will account for **twenty percent** of the total employee assessment score. The bold CCR's are compulsory for all managers.

Annexure B describes the different proficiency levels for each Core Competency Requirements (CCRs) and should therefore form part of this section of the Performance Plan.

Core Managerial Skill	Select prov. level (refer Annexure B)	Definition	Weight
Strategic Leadership and Management		Skills to be able to provide a vision, set the direction for the municipality or department and inspire others in order to deliver on the municipality's mandate	3
<b>Financial Management</b>		Skills required to manage projects and/or department work within the constraints of a budget. This includes being able to plan a budget at the beginning of the financial year, controlling costs throughout the year by allocating resources appropriately and understanding and anticipating the impact of other departments on own budget and adopting where necessary.	4
Knowledge management		This includes the working knowledge of Council regulations, by-laws and policies, National, Provincial and Local Government structures and applicable legislation.	2
<b>People and diversity management</b>		Skills to manage and encourage people, optimise their outputs and effectively manage relationships. This includes holding regular meetings with his/ her team so that information can be shared and so that the team is aware of decisions that may affect them. It also involves distributing workloads so that individual skills are used appropriately and so that the work is evenly spread, making sure that the team has the necessary tools and resources in order to do their work and motivating the team so that they are committed to achieving the goals of the department and ultimately the municipality	3
<b>Client orientation and customer focus</b>		Whether providing a service to an internal or external customer this means trying to determine the needs of the customer and then meeting those needs. At a minimum employees are required to react to queries, keeping promises, being honest in all their dealings, adhering to policies, procedures and delegations, keeping the client up to date, being friendly and helpful and solving problems quickly and without argument. Ideally managers are required to be proactive by trying to understand needs of the customer and providing an appropriate service based on these underlying needs	3
Communication		Skills to be able to exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the	2

*Annexure A*  
  
  
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Core Managerial Skill	Select prov. level (refer Annexure B)	Definition	Weight
Accountability and ethical conduct		desired outcomes. Must be able to display and build the highest standards of ethical and moral conduct in order to promote confidence and trust in the municipality	3
<b>Total</b>			<b>20</b>

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