

PERFORMANCE AGREEMENT

BETWEEN

THE MUNICIPALITY OF RAMOTSHERE MOILOA LOCAL,

AS REPRESENTED BY THE ACCOUNTING OFFICER

LEKGETHO ISAAC MOKGATLHE

**(IN HIS CAPACITY AS THE MUNICIPAL MANAGER OF RAMOTSHERE
MOILOA LOCAL MUNICIPALITY)**

(“EMPLOYER”)

AND

RAMOJAKGOMO MOJAPELO

**— IN HIS CAPACITY AS THE DIRECTOR MUNICIPAL PLANNING AND
ECONOMIC DEVELOPMENT OF RAMOTSHERE MOILOA LOCAL
MUNICIPALITY**

(“EMPLOYEE”)

FOR THE

FINANCIAL YEAR: 1 JULY 2023 – 30 JUNE 2024

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Municipality of Ramotshere Moiloa Local Municipality herein represented by **Lekgetho Isaac Mokgathe** in his capacity as the Municipal Manager of Ramotshere Moiloa Local Municipality (hereinafter referred to as the Employer or Reporting Officer)

and

Ramojakgomo Mojapelo in his capacity as the Director Municipal Planning and Economic Development and an Employee of Ramotshere Moiloa Local Municipality (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 Parties".
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of **Employment** concluded between 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.

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;
- 2.5 Use the **Performance Agreement and Performance Plan** as the basis for assessing the suitability of the Employee for permanent employment and/or to assess whether the **Employee** has met the performance expectations applicable to his/her job;
- 2.6 Appropriately reward the **Employee** in accordance with the **Employer's** performance management policy in the event of outstanding performance; and

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 standard that will be included in the Performance Management System as applicable to the Employee.
- 5.4** The **employee** undertakes to actively focus towards the promotion and the implementation of the Key Performance Areas (KPA's) (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 and shall consist of two components, both of which shall be contained in the performance agreement. The employee must be assessed against both components, with a weighing of 80:20 allocated to the **Key Performance Areas (KPA's) and the Core Competency Requirements (CCRs)** respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPA's covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment;

| Core Competency Requirements (CCR's): | Select applicable | Weighting |
|--|--------------------------|------------------|
| Core Managerial Competencies: | | |
| Strategic Capability and Leadership | X | 2 |
| Programme and Project Management | | |
| Financial Management | X | 1 |
| Change Management | X | 1 |
| Knowledge Management | | |
| Service Delivery Innovation | | |
| Problem Solving and Analysis | X | 2 |
| People Management and Empowerment | X | 2 |
| Client Orientation and Customer Focus | X | 2 |
| Communication | X | 2 |
| Honesty and Integrity | | |
| Team building | | |
| Core Occupational Competencies: | | |
| Competence in Self-Management (Setting and agreeing on service delivery standards) | | |
| Interpretation of and implementation within the legislative and national policy frameworks | X | 2 |
| Knowledge of developmental local government | X | 2 |
| Knowledge of Performance Management and Reporting | X | 2 |
| Knowledge of global and South African specific political, social and economic contexts | | |
| Competence in policy conceptualization, analysis and | X | 2 |

| | | | | | | |
|--------------------------|--|--|---|-----------|--|------|
| Knowledge of Performance | | | 2 | June 2024 | | 10% |
| TOTAL | | | | | | 100% |

5.6 The **Employee's** assessment will be based on his performance in terms of outputs (performance targets) reflected on the Performance Plan which are linked to relevant KPAs, key objectives and key performance indicators (KPIs) as agreed to between the Employer and the Employee;

| Key Performance Areas (KPA's) | Weighting |
|--|-------------|
| Basic Service Delivery | - |
| Municipal Institute Development Transformation | - |
| Local Economic Development (LED) | - |
| Municipal Financial Viability and Management | - |
| Good Governance and Public Participation | 10% |
| Local Economic Development and Spatial Rationale | 90%- |
| Community & Social Development Services | - |
| Total | 100% |

5.7 The Key Performance Areas (KPAs) relating to the Employee's functional area will make up 80% of the Employee's assessment score, and will contain the following Areas

6. PERFORMANCE OBJECTIVES

- 6.1** The Employee undertakes to actively focus towards the promotion and implementation of KPA's (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 (KPA's) and the Core Managerial Competencies (CMC's) respectively.
- 6.2.2** Each area of assessment will be weighted and will contribute a pro rata to the total score.
- 6.2.3** KPAs covering the main areas of work will account for 80% and CMC's will account for 20% 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 12), 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.
- 6.4** The CMC's will make up the other 20% of the Employee's assessment scorecard. CMC's that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list in Annexure A as agreed to between the **Employer and Employee.**

| Level | Terminology | Description | Rating |
|-------|--|--|--------|
| | | Agreement 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 Performance Agreement 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 Performance Agreement 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 below fully effective results against almost all of the performance criteria and indicators as specified in the Performance Agreement and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | |

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** Executive Mayor/Mayor;
- 7.7.2** Chairperson of the Audit and Risk Committee;
- 7.7.3** Ward Committee Member (on a rotational basis), where applicable;
- 7.7.4** Member of the Mayoral Committee; and
- 7.7.5** Mayor and/ or Municipal Manager from another Municipality.

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of the 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:

| | | |
|----|----------------|--------------|
| 1. | First quarter | October 2023 |
| 2. | Second quarter | January 2024 |
| 3. | Third quarter | April 2024 |
| 4. | Fourth quarter | July 2024 |

14%.

11.3 The **Employee** will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of least twelve (12) service at current remuneration package 30 June (end of financial year) subject to a fully effective assessment.

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 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 provided for, shall be mediated by :

12.1.1 The MEC for Local Government and the Province within thirty (30) days of receipt of a formal dispute from the Employee; or

12.1.2 Any other person appointed by the MEC.

12.1.3 In the event that the mediation process contemplated above fails, clause 19.3 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.

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.

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.

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 |

KEY PERFORMANCE INDICATORS

| National KPA | Strategic Objectives | KPI NO | Key Performance Indicator (KPI) | Baseline | Annual Target | Portfolio of evidence | Targets | | | Weight | |
|---|--|--------|--|---|--|--|--|--|--|---|----|
| | | | | | | | Q1 | Q2 | Q3 | | Q4 |
| MUNICIPAL PLANNING AND DEVELOPMENT | Enhanced Sustainable Environmental Management and Social development | 82 | 2023/24 Approved Review of Land Use Scheme (LUS) | Review of Land Use Scheme not completed | 2023/24 Approved Review of Land Use Scheme (LUS) by June 2024 | Attendance Registers, Advert, Council Resolution | Project Steering Committee working session | Project Steering Committee working session | Project Steering Committee working session | -Public Participation -Approved LUS | 12 |
| MUNICIPAL PLANNING AND DEVELOPMENT | Enhanced Sustainable Environmental and Social development | 83 | 2023/24 Land Audit conducted | Land Audit not done | Land Audit conducted by 31 December 2024 | Complete Land Audit Report and Council Resolution | Report on progress made | Land Audit Report | None | None | 12 |
| MUNICIPAL PLANNING AND DEVELOPMENT | Enhanced Sustainable Environmental and Social development | 84 | Number of Municipal Planning and Tribunal Meeting | 3 Meetings held | 2 Municipal Planning and Tribunal Meeting by 30 June 2024 | 2 Agenda and Attendance Register | None | 1 Municipal Planning and Tribunal Meeting | None | 1 Municipal Planning and Tribunal Meeting | 12 |
| MUNICIPAL PLANNING AND DEVELOPMENT | Enhanced Sustainable Environmental and Social development | 85 | Pegging of Ikageleng Township new site | NEW | Pegged Ikageleng new site by 30 June 2024 | Specifications, Appointment/ purchase order, Progress report, Draft General Plan | Specifications | Procurement | Pegging | Draft General Plan | 9 |
| MUNICIPAL PLANNING AND DEVELOPMENT | Increased Access to Housing | 86 | Number of reports on Facilitation of Human Settlement Projects | NEW | 4 Reports on Facilitation of Human Settlement Projects by 30 June 2024 | 4 Reports | 1 Report | 1 Report | 1 Report | 1 Report | 9 |

| National KPA | Strategic Objectives | KPI NO | Key Performance Indicator (KPI) | Baseline | Annual Target | Portfolio of evidence | Targets | | | | Weight |
|--------------------------------|----------------------|--------|---------------------------------|----------|---------------|-----------------------|---------|----|----|----|--------|
| | | | | | | | Q1 | Q2 | Q3 | Q4 | 80% |
| PERCENTAGE CONTRIBUTION | | | | | | | | | | | |

| Core Managerial Skill | Select prov. level (refer Annexure B) | Definition | Weight |
|--|---------------------------------------|--|------------|
| | | their work and motivating the team so that they are committed to achieving the goals of the department and ultimately the municipality | |
| Client orientation and customer focus | ✓ | 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 employee 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 | 15 |
| Service delivery innovation | ✓ | This about wanting to work well to achieve a high standard by trying to improve on the way things are done and by working towards achieving the work objectives. It is also about putting plans into action, meeting deadlines, taking initiative and solving problems to make sure that things get done. Employees do not wait to be told to do something but rather are encouraged to use their initiative to make sure that things get done accurately and efficiently. | 15 |
| 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 desired outcomes. | 5 |
| Accountability and ethical conduct | ✓ | 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 | 5 |
| Total | | | 100 |
| PERCENTAGE CONTRIBUTION | | | 20% |

| | | |
|---|--|--------------------|
| The 2023/24 Performance Plan signed and accepted by the Director – Planning and LED: Mr Ramojakgomo Mojapelo |  | Date: 14 July 2023 |
| The 2023/24 Performance Plan signed on behalf of Ramotshere Local Municipality by the Municipal Manager: MR Lekgetho Issac Mokgatlhe |  | Date: 14 July 2023 |