

Mogale City

Local Municipality

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAANDA PRINGLE RAEDANI

AND

EXECUTIVE MANAGER: COMMUNITY DEVELOPMENT
SERVICES

ASHMAR RANTHEKENG KHUDUGE

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 AUGUST 2017 TO 30 JUNE 2018

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PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

MOGALE CITY LOCAL MUNICIPALITY herein represented by **M.P. RAEDANI** as the **MUNICIPAL MANAGER** (hereinafter referred to as the Employer or Supervisor)

And

ASHMAR RANTHEKENG KHUDUGE as the **EXECUTIVE MANAGER; COMMUNITY DEVELOPMENT SERVICES** of **MOGALE CITY 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 "the Parties".
- 1.2 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B), 57(C) and 57(5) of the Systems Act.

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), (4C) 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);

2017/2018 Performance Management Agreement entered into by and between
Municipal Manager: M.P. Raedani and Executive Manager: Community Development Services: Adv. A.R.
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- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement and Performance 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 **01 AUGUST 2017** and will remain in force until **30 JUNE 2018**; 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 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.3 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.
- 3.4 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.

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- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe within which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 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 DEVELOPMENTS 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)/ Core Managerial Competencies (CMC) 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

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(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	20
Infrastructure Development and Service Delivery	30
Local Economic Development (LED)	15
Municipal Financial Viability and Management	15
Good Governance and Public Participation	20
Total	100

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		
CORE MANAGERIAL COMPETENCIES (CMC)	√	WEIGHTS
Strategic Capability	✓	20
Programme and Project Management	✓	20
Financial Management	✓	10
People and Diversity Management	✓	10
Communication	✓	10
Accountability and Ethical Conduct	✓	5
Problem Solving and Analytical Thinking	✓	10
Change Management	✓	5
Supply Chain Management	✓	10
TOTAL	✓	100

7. EVALUATING PERFORMANCE

7.1 The Performance 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 (PDP) as well as the actions agreed to and implementation must take place within set time frames.

7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5 The annual performance appraisal will involve:

7.5.1 Assessment of the achievement of results as outlined in the performance Plan:

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to hoc tasks that had to be performed under the KPA;
- (b) An indicative rating on the five-point scale should be provided for each KPA;
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) 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 (refer to paragraph 6.5.1) 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:

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OVERALL PERFORMANCE	RATING	PERFORMANCE SCORE
Unacceptable Performance Performance does not meet the standard expected for the job. The employee has failed to demonstrate the commitment level expected in the job despite management efforts to encourage improvement.	1	0% - 59% and below
Performance Not Fully Effective Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job.	2	60% – 74%
Performance Fully Effective Performance fully meets the standards expected in all areas of the job	3	75% – 79 %
Performance Significantly Above Expectations/ Exceptional Performance Performance is significantly higher than the standard expected in the job.	4	80% – 89 %
Outstanding Performance Performance far exceeds the standard expected of an employee at this level.	5	90% – 100 %

7.7 For purposes of evaluating the performance of the Executive Manager: Community Development Services, an evaluation panel constituted by the following persons must be established –

- 7.7.1 Municipal Manager;
- 7.7.2 Chairperson of the Performance Audit Committee or Audit Committee in the absence of a Performance Audit Committee;
- 7.7.3 Member of the Mayoral Committee;
- 7.7.4 Municipal Manager from another Municipality; and

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8. SCHEDULE FOR PERFORMANCE REVIEWS

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

Quarter	Timeline	Date of the Review
First Quarter	July – September 2017	N/a
Second Quarter	October – December 2017	N/A
Third Quarter	January – March 2018	N/A
Fourth Quarter	April – June 2018	August 2018

- 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;

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- 10.1.3 work collaboratively with the Employee to solve problems and 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 performance and the amount payable would be calculated on the following basis:

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Performance Rating			Bonus Amount
1	0% - 49%	Performance unacceptable	• 0% of total package
2	50% - 59%	Performance Not Fully Effective	
3	60% - 64%	Performance Fully Effective	• Remuneration progression
4	65% - 74%	Performance Significantly Above Expectations/ Exceptional Performance	• Remuneration progression • 5% - 9% of total package
5	75% - 100%	Outstanding Performance	• Remuneration progression • 10% -14% of total package

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

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

12.4.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.4.2 after appropriate counseling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provide for, shall be mediated by –

13.1.1 In the case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee;

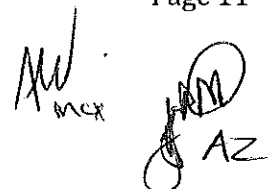
whose decision shall be final and binding on both parties.

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.


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Handwritten signatures and initials, including 'M.P. RAEDANI' and 'A.R.', and the letters 'AZ'.

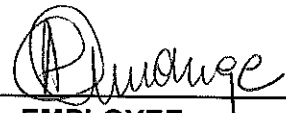
14.2 Nothing in this agreement diminished the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at KRUGERSDORP on this the 27 day of SEPTEMBER 2017

AS WITNESSES:

1. 

2. 


EMPLOYEE
(Executive Manager:
Community Development Services)

Thus done and signed at KRUGERSDORP on this the 27 day of SEPTEMBER 2017

AS WITNESSES:

1. 

2. 


EMPLOYER
(Municipal Manager)

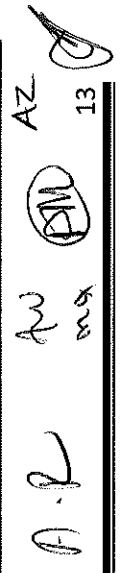
ANNEXURE A

MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE PLAN 2016/2017 (February - June 2017)

INCUMBENT: ADV. ASHIMAR KHUDJUGE

POST TITLE: EXECUTIVE MANAGER: COMMUNITY DEVELOPMENT SERVICES

Key performance area	Weighting	Performance indicator	Performance measurements	Baseline information	Target			Evidence	SCORE
					Time frame	Quality	Quantity		
1. Municipal Transformation and Organisational Development	20	Individual Performance Management System (PMS) for Managers aligned to the SDBIP, developed and implemented	1= Performance agreements of Managers signed after the 15/09/2015	2017/2018 Performance Management Agreements signed by Managers	28/09/2017			2017/2018 Performance Management Agreements signed by Managers	
			2= Performance agreements of Managers signed by 22/09/2015						
			3= Performance agreements of Managers signed by 28/09/2015						
			4= Performance agreements of Managers signed by 25/09/2015						
			5= Performance agreements of Managers signed by 20/08/2015						
		Review of Departmental Structure	1= Submission done by 30 November 2017 2= Submission done by 15 November 2017 3= Submission done by 31 October 2017 4= Submission done by 15 October 2017	Departmental Structure	October 2017		Approved 2017 Departmental Structure		



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MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE PLAN 2016/2017 (February - June 2017)

INCUMBENT: ADV. ASHMAR KHUDUGE

POST TITLE: EXECUTIVE MANAGER: COMMUNITY DEVELOPMENT SERVICES

Key performance area	Weighting	Performance indicator	Performance measurements	Baseline information	Target			Evidence	SCORE
					Time frame	Quality	Quantity		
2. Infrastructure Development and Service Delivery	20	% SDBIP 2017/2018 projects implemented within projected timeframes, budget. And aligned to the IDP	5= Submission done by 01 October 2017	100%			100%	2017/2018 4 Quarterly Performance Assessment Reports from M&E Division	
			1=49% and Below projects implementation						
			2=50-59% projects implementation						
			3=60-69% projects implementation						
			4=70-79% projects implementation						
5=80-100% projects implementation									
2. Infrastructure Development and Service Delivery	10	Verification provided by department on the asset register for all infrastructure projects completed/ property and/ or assets acquired	1 = 100% submission made 30 and more days after project completion	100%			100%	Capitalisation certificates submitted to SCM Records of donations (where applicable) and Proof of request/ email request from Budget & Treasury	
			1 = 100% submission made 30 and more days after project completion						
			1 = 100% submission made 30 and more days after project completion						
			1 = 100% submission made 30 and more days after project completion						

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INCUMBENT: ADV. ASHMAR KHUDUGE

POST TITLE: EXECUTIVE MANAGER: COMMUNITY DEVELOPMENT SERVICES

Key performance area	Weighting	Performance indicator	Performance measurements	Baseline information	Target			Evidence	SCORE
					Time frame	Quality	Quantity		
3. Local Economic Development (LED)	15	No of Cooperatives Supported	1 = 100% submission made 30 and more days after project completion	3	30-Jun-18		5	Quarterly 2017/2018 SDBIP progress reports	
			1=1 Cooperative						
			2=2 Cooperative and 15 EPWP Workers						
			3=3 Cooperative						
			4=4 Cooperative						
5=5 and above Cooperative									
4. Municipal Financial Viability and Management	15	Variance on Capital and Operational budget spent	1=59% and Below	93%			95%	In year monitoring report 1 July 2017 - 30 June 2018	
			2=60-95%						
			3=93%						
			4=94%						
			5=95%						
Implementation of the Financial Turnaround Strategy that is linked to the departmental Function			1 = Quarterly report to finance after 5 days of request	4			4	Turnaround Strategy Report sent to Finance	
			2 = Quarterly report to finance after 4 days of request						
			Quarterly report to finance after 3 days of request						

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MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE PLAN 2016/2017 (February - June 2017)

INCUMBENT: ADV. ASHMAR KHUDUGE

POST TITLE: EXECUTIVE MANAGER: COMMUNITY DEVELOPMENT SERVICES

Key performance area	Weighting	Performance indicator	Performance measurements	Baseline information	Target			Evidence	SCORE
					Time frame	Quality	Quantity		
5. Good Governance and Public Participation	20	% of mitigation actions implemented on Strategic and Operational Risk Registers	request	78%				Checklist and/ or implementation plan on the OHS Audit submitted to OHS	
			Quarterly report to finance after 2 days of request						
			5 = Quarterly report to finance after 1 days of request						
			1=59% and Below						
			2=60-79%						
3=80%	80%								
4=82%									
5=84%									
				90%			93%		
		% Compliance to OHS Act through implementation of OHS Audit and/ or checklist recommendations	1=59% and Below implemented 2=60-69% implemented 3=70-79% implemented 4=80-89 % implemented 5=90-100 % implemented						

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MOGALE CITY LOCAL MUNICIPALITY PERFORMANCE PLAN 2016/2017 (February - June 2017)

INCUMBENT: ADV. ASHMAR KHUDUGE

POST TITLE: EXECUTIVE MANAGER: COMMUNITY DEVELOPMENT SERVICES

Key performance area	Weighting	Performance indicator	Performance measurements	Baseline information	Target			Evidence	SCORE
					Time frame	Quality	Quantity		
		No. of days taken to respond to Internal Audit queries	1=5 days and more from the date of receipt	5	5			Reports from IA Written responses to IA (submission date and date submitted) Acknowledgement of receipt by IA	
			2=4 days from the date of receipt						
			3=3 days from the date of receipt						
			4=2 days from the date of receipt						
			5=1 days from the date of receipt						
		% participation in assigned Supply Chain Management process activities	1=59% and Below	70				Minutes and attendance register	70
			2=60-69%						
			3=70-79%						
			4=80-89 %						
			5=90-100%						
			5=all 4 reports submitted five days and more before the due date						

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MOGALIE CITY LOCAL MUNICIPALITY PERFORMANCE PLAN 2016/2017 (February - June 2017)

INCUMBENT: ADV. ASHMAR KHUDUGE

POST TITLE: EXECUTIVE MANAGER: COMMUNITY DEVELOPMENT SERVICES

Key performance area	Weighting	Performance indicator	Performance measurements	Baseline information	Target			Evidence	SCORE
					Time frame	Quality	Quantity		
		% response towards the Auditor General's queries and/ or recommendations (if any for the year under review)	1=100% response submitted 5 days and more after receipt	5 days	5 days			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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Core Managerial Competencies (CMD)	Weighting	KPI	Performance measurement	Evidence	Total Score	
Strategic Capability and Leadership	20	1. Development/ Revision of Strategies/ Policies/ SOPs	1. Attendance registers for the strategic planning session. 2. Reports to EXCO	1. Approved 2017/2018 Departmental Strategic Implementation Plan and/ or Reports to EXCO on Other Strategic Plans and/ or Policies/ SOPs Developed/ Revised		
						Assessed Quarterly SDBIP Reports
Programme and Project Management	20	SDBIP Capital Project and Operational Programme implemented	Capital Project and Operational Programmes implemented			
						1=92% spend
						2=94% spend
						3=96% spend
						4=98% spend
5=100 % spend						
Financial Management	5	% of Operational budget spent versus budget allocated		AFS 2017/2018		
						1=92% spend
						2=94% spend
						3=96% spend
						4=98% spend
5=100 % spend						
People and Diversity Management	5	Funded vacancies filled	Process to be completed by 30 June 2018	Report submitted to the Municipal Manager on the recruitment outcome.		
						100 % of requests adhered to.
Communication	10	1.No of Departmental meetings held	1-6 meetings held 2=7 meetings held 3=8 departmental meetings held 4=9 departmental meeting held 5=10 departmental meetings held	Minutes of meetings with the Unions. Minutes of departmental meetings		

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Accountability and Ethical Conduct	5	1. Disclosure and Declaration of Interest Register 2. Disciplinary cases related to ethics. 3. Quarterly progress reports from IA on implementation of Anti-Fraud and Corruption Policy.	1. Disclosure and Declaration forms. 2. Reports on cases referred to Ethics. 3. Annual report on the implementation Anti-Fraud and Corruption Policy.	1. Disclosure and Declaration of Interest Register 2. Disciplinary cases related to ethics 3. Quarterly progress reports from IA on implementation of Anti-Fraud and Corruption Policy.
Problem solving and analytical thinking	10	Grievances and disciplinary cases attended	% of grievances resolved	<ul style="list-style-type: none"> Report on Grievance and Disciplinary cases received Report on resolution taken on grievances received
Change Management	5	Management meetings - Structure Review	No of Meetings held with staff regarding change management - Review of structure	Minutes of meetings held regarding the review of the departmental structure
Supply Chain Management	10	Participation in assigned Supply Chain Management process activities	% participation in assigned Supply Chain Management process activities	Minutes and attendance register
Total: 100	100			
<p><i>Ashmar Khuduge</i> 27/09/2017</p> <p>Signed and accepted by: Executive Manager: Community Development Services Executive Manager: Adv. Ashmar Khuduge</p> <p><i>Pringle Raedani</i></p> <p>Signed by the: Municipal Manager Municipal Manager: Pringle Raedani</p> <p>Date: 27/09/2017</p>				

2017/2018 Performance Management Agreement entered into by and between
Municipal Manager: M.P. Raedani and Executive Manager: Community Development Services: Adv. A.R. Khuduge

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