



Mogale City

Local Municipality

REVISED PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAANDA PRINGLE RAEDANI

AND

EXECUTIVE MANAGER: INTEGRATED ENVIRONMENTAL
MANAGEMENT:

THAMI MATSHEGO

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2018 TO 30 JUNE 2019

T. Matshego

K. Pringle
M.A.

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PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

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

And

Thami Matshego as the **Executive Manager: Integrated Environmental Management** (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, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 2.1 Comply with the provisions of the Contract of Employment entered into between the parties;

T. M. M.
M. P. R.
M. P. R.
M. P. R.

- 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 2018** and will remain in force until **30 JUNE 2019**; 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 February 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.
- 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.

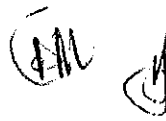
4 PERFORMANCE OBJECTIVES

- 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

2018/2019 Performance Management Agreement entered into by and between the Municipal Manager: Maanda Pringle Raedani and Executive Manager: Integrated Environmental Management: Thami Matshego

T.M.M.
KV
KM



- 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 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 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 Leading

Competency Requirements (LCRs)/ 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 KPA's covering the main areas of work will account for 80 weighting and CRs 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:

| | |
|--|----------------|
| Municipal Transformation and Organizational Development | 10% |
| Local Economic Development | 20% |
| Good Governance and Public Participation | 25% |
| Financial Viability | 5% |
| Basic Service Delivery and Infrastructure Development | 50% |
| Total | 100% |

6.4 The Leading & Core Competencies will make up the other 20% of the Employee's assessment score. The competency framework consists of six (6) leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.

The six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level.

| | | |
|------------------------------------|---|-----|
| Strategic Direction and Leadership | <ul style="list-style-type: none"> • Impact and influence • Institutional Performance Management • Strategic Planning and Management • Organizational Awareness | 20% |
| People Management | <ul style="list-style-type: none"> • Human Capital Planning & Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management | 15% |
| Program & Project Management | <ul style="list-style-type: none"> • Program & Project Planning and Implementation • Service Delivery Management | 10% |

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| LEADING COMPETENCIES | | |
|-----------------------|---|------------|
| | <ul style="list-style-type: none"> • Program & Project Monitoring & Evaluation | |
| Financial Management | <ul style="list-style-type: none"> • Budget Planning & Execution • Financial Strategy & Delivery • Financial Reporting & Monitoring | 10% |
| Change Leadership | <ul style="list-style-type: none"> • Change Vision & Strategy • Process Design & Improvement • Change Impact Monitoring & Evaluation | 20% |
| Governance Leadership | <ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance | 25% |
| CORE COMPETENCIES | | |
| | Moral Competence | |
| | Planning and Organizing | |
| | Analysis and Innovation | |
| | Knowledge and Information Management | |
| | Communication | |
| | Result and Quality Focus | |
| TOTAL | | 100 |

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:

Thami Matshego
Maanda Pringle Raedani

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

7.5.2 Assessment of the Competency Requirements (CRs)

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

| 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 | 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 – 69 % |
| Performance Fully Effective | | |

T. Matshego
KV
E.M.A. *(M)* *(S)*

| Overall Performance | Rating | Performance Score |
|---|--------|-------------------|
| Performance fully meets the standards expected in all areas of the job | 3 | 70 – 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 annual performance of managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established –

- i. Municipal Manager;
- ii. Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
- iii. Member of the Mayoral Committee; and
- iv. Municipal Manager from another Municipality.

8 SCHEDULES 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 2018 | October 2018 |
| Second Quarter | October – December 2018 | January 2019 |
| Third Quarter | January – March 2019 | April 2019 |
| Fourth Quarter | April – June 2019 | N/A |

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

Thami Matshego
KW. (DM)

- 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 may 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:

| Performance Rating | | Bonus Amount | |
|--------------------|------------|---|---|
| 1. | 0% - 59% | Performance Unacceptable | 0% of total package |
| 2. | 60% - 69% | Performance Not Fully Effective | |
| 3. | 70% - 79% | Performance Fully Effective | Remuneration Progression |
| 4. | 80% - 89% | Performance Significantly Above Expectations/ Exceptional Performance | <ul style="list-style-type: none">• Remuneration Progression• 5% - 9% of Total Package |
| 5. | 90% - 100% | Outstanding Performance | <ul style="list-style-type: none">• Remuneration Progression• 10% - 14% of total package |



In the case of unacceptable performance, the Employer shall –

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

12.2.2 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 –



Thami Matshego
10/1/19

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.

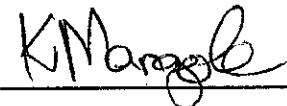
14.2 Nothing in this agreement diminished the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Krugersdorp on this the 16th day of May 2019

AS WITNESSES:

1. 


EXECUTIVE MANAGER:
INTEGRATED ENVIROMENTAL
MANAGEMENT

2. 

Thus done and signed at Krugersdorp on this the 16th day of May 2019

AS WITNESSES:

1. 


MUNICIPAL MANAGER

2. _____

| KPA: FINANCIAL VIABILITY 5% | | | | | | | | | | | | | |
|-----------------------------|--------------------------|----------------------------|------------------|---|-----------|-----------------|--------|------------|---------------|----------------------|------------------------------|--|--|
| SDBIP REF.NO | PLANNING LEVEL | MSCOA PROJECT | WARDS TO BENEFIT | KEY PERFORMANCE INDICATOR | WEIGHTING | UNIT OF MEASURE | BUDGET | BASELINE | ANNUAL TARGET | QUARTER | PROGRAMME/PROJECT MILESTONE | TYPE OF EVIDENCE PER QUARTER | RESPONSIBLE PERSON |
| KPI 8 | Executive Manager Output | DIEM -Strategic Support EM | All Wards | % completeness of the billing information processed | 5% | % | - | New target | 100% | Q1 Q2 Q3 Q4 | 100% 100% 100% 100% | Report on information submitted for billing Report on information submitted for billing Report on information submitted for billing Report on information submitted for billing | Executive Manager, Integrated Environmental Management |

| CORE MANAGERIAL COMPETENCIES | WEIGHTING | KPI | PERFORMANCE MEASUREMENT | EVIDENCE | RESPONSIBLE PERSON |
|------------------------------------|-----------|---|--|---|--|
| Strategic Direction and Leadership | 5 | (Strategic Planning and Management) Approved Departmental Strategic Plan aligned to the SDBIP (to inform the 2019/2020 budget) (Project Plan that informs the Budget) | 1= Departmental Plan approved before the end of 31 May 2019 2019 | Project Plan that informs the Budget signed by relevant S66 submitted to Budget and Treasury | Executive Manager, Integrated Environmental Management |
| | | | 2= Departmental Plan approved before the 15 May 2019 | | |
| | | | 3= Departmental Strategic Plan approved before the 28 February 2019 | | |
| | | | 4= Departmental Strategic Plan approved before the 31 January 2019 | | |
| | | | 5= Departmental Strategic Plan approved before the 31 December 2018 | | |
| People Management and Empowerment | 10 | No. of Individual Performance Management Agreements signed with Managers by 31 August 2018 | 1= 4 Performance Management Agreements signed after the 30/09/2018 | Four (4) 2018/2019 Performance Management Agreements signed with Managers | Executive Manager, Integrated Environmental Management |
| | | | 2= 4 Performance Management Agreements signed after the 15/09/2018 | | |
| | | | 3= 4 Performance Management Agreements signed by the 31/08/2018 | | |
| | | | 4= 4 Performance Management Agreements signed by the 20/08/2018 | | |
| | | | 5= 4 Performance Management Agreements signed by the 10/08/2018 | | |
| People Management and Empowerment | 5 | % development/ review of job profiles as per CSS schedule | 1= 100% approved after 31 July 2019 | Signed schedule from ODD | Executive Manager, Integrated Environmental Management |
| | | | 2= 100% approved after 30 June 2019 | | |
| | | | 3= 100% before 31 May 2019 | | |
| | | | 4= 100% before 30 April 2019 | | |
| | | | 5= 100% before 31 March 2019 | | |
| People Management and Empowerment | 10 | Development of Personal Development Plans (PDPs) for Managers | 1= PDPs developed and submitted by 30 November 2018 | Proof on the submission of PDPs for Senior Managers to Learning and Development Sub-division for implementation | Executive Manager, Integrated Environmental Management |
| | | | 2= PDPs developed and submitted by 31 October 2018 | | |
| | | | 3= PDPs developed and submitted by 30 September 2018 | | |
| | | | 4= PDPs developed and submitted by 15 September 2018 | | |
| | | | 5= PDPs developed and submitted by 31 August 2018 | | |
| | | | 1= 100% disputes finalised 16 and more days after the set timeframes | | |

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| | | | | | |
|--------------------------------|----|--|--|--|--|
| Program and Project Management | 5 | Time taken to finalise employee grievances within the prescribed timelines | 2= 100% disputes finalised 11-15 days after the set timeframes | Grievance procedure form, list of grievances (register) and the report | Executive Manager: Integrated Environmental Management |
| | | | 3= 100% disputes finalised within 10 working days | | |
| | | | 4= 100% disputes finalised within 8 working days | | |
| | | | 5= 100% disputes finalised within 6 working days | | |
| | | | 1= 80% implementation of the SDBIP | | |
| Financial Management | 10 | Operational Programs/ Projects implemented | 2= 85% implementation of the SDBIP | SDBIP Quarterly Performance Reports from Monitoring and Evaluation Division | Executive Manager: Integrated Environmental Management |
| | | | 3= 90% implementation of the SDBIP | | |
| | | | 4= 92% implementation of the SDBIP | | |
| | | | 5= 94% implementation of the SDBIP | | |
| | | | 1= 8% unauthorised expenditure | | |
| Change Leadership | 10 | % Negative Variance on operational budget spent | 2= 6% unauthorised expenditure | 1 July 2018 to 30 June 2019 In year monitoring report | Executive Manager: Corporate Support Services |
| | | | 3= 0% unauthorised expenditure | | |
| | | | 4= 5% savings | | |
| | | | 5= 10% savings | | |
| | | | 1= 59% and Below Implementation | | |
| Governance Leadership | 10 | % Change Management Plan Implementation (For Climate Change) | 2= 60-79% Implementation | Change Management Plan for the projects to be implemented | Executive Manager: Integrated Environmental Management |
| | | | 3= 80% Implementation | | |
| | | | 4= 82% Implementation | | |
| | | | 5= 84% Implementation | | |
| | | | 1= 2 meetings | | |
| Governance Leadership | 5 | Revision and Development of Policies (Waste Management Tariff Policy) | 2= 3 meetings | Agenda and Attendance Register of departmental meetings | Executive Manager: Integrated Environmental Management |
| | | | 3= 4 meetings | | |
| | | | 4= 5 meetings | | |
| | | | 5= 6 meetings | | |
| | | | 1= 59% and Below | | |
| Governance Leadership | 10 | % Implementation of the annual risk management implementation plan | 2= 60-79% | Revised and Developed Policies vs Policies submitted to Council in the 2018/2019 financial year for Approval | Executive Manager: Integrated Environmental Management |
| | | | 3= 80% | | |
| | | | 4= 81-90% | | |
| | | | 5= 91-100% | | |
| | | | 1= 59% and Below | | |
| Governance Leadership | 10 | % implementation of the record management policy | 2= 60-79% | Dashboard Risk Management Reports from M&E | Executive Manager: Integrated Environmental Management |
| | | | 3= 80% | | |
| | | | 4= 82% | | |
| | | | 5= 84% | | |
| | | | 1= 59% and Below | | |
| Total=100 | | | | | |

Signed and Accepted by the Executive Manager: Integrated Environmental Management

Thami Matshego

Date:

Approved by the Municipal Manager

Maanda Pringle Raedani 16/12/2019

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 A
 K.V.
 10/11/2019
 L.M.M.