

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: STRATEGIC MANAGEMENT SERVICES

MPHO BOIHANG

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2019 TO 30 JUNE 2020

M.B. AZ
7/2019

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

Mpho Boihang as the **Executive Manager: Strategic Management Services** (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 Local Government: Municipal 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;
- 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 **01 July 2019** and will remain in force until **30 June 2020**; 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
 - 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 Competency Requirements (Leading & Core Competencies) (CR's) respectively.
 - 6.2.2 Each area of assessment will be weighted and will contribute a specific part to them total score.

6.2.3 KPAs 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:

Key Performance Areas (KPA's)	Weighting
Municipal Transformation and Organizational Development	20%
Good Governance and Public Participation	78%
Local Economic Development	2%
TOTAL	100%

6.4 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.

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

LEADING COMPETENCY REQUIREMENTS		WEIGHTS %
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and influence • Institutional Performance Management • Strategic Planning and Management • Organizational Awareness 	10
People Management & Empowerment	<ul style="list-style-type: none"> • Human Capital Planning & Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10
Program & Project Management	<ul style="list-style-type: none"> • Program & Project Planning and Implementation • Service Delivery Management • Program & Project Monitoring & Evaluation 	20
Financial Management	<ul style="list-style-type: none"> • Budget Planning & Execution • Financial Strategy & Delivery • Financial Reporting & Monitoring 	20

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LEADING COMPETENCY REQUIREMENTS		WEIGHTS %
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 	20
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:
- (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 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 Performance fully meets the standards expected in all areas of the job	3	70 – 79 %
Performance Significantly Above Expectations / Exceptional Performance	4	80 – 89 %

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Overall Performance	Rating	Performance Score
Performance is significantly higher than the standard expected in the job.		
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 –

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

8 SCHEDULES FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his 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 2019	October 2019
Second Quarter	October – December 2019	January 2020
Third Quarter	January – March 2020	April 2020
Fourth Quarter	April – June 2020	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.

8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

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

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

9 DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall:–

10.1.1 Create an enabling environment to facilitate effective performance by the Employee;

10.1.2 Provide access to skills development and capacity building opportunities;

10.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that my impact on the performance of the Employee;

10.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and

10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this agreement.

11 CONSULTATION

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

11.1.1A direct effect on the performance of any of the Employee's functions;

11.1.2Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3 A substantial financial effect on the Employer.

11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

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

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.

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 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.

Handwritten notes and signatures: "11/2021" and a signature "M. B." with a circled "AW" next to it.

13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

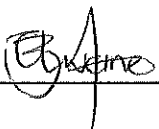
14 GENERAL

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 17th day of JUNE 2020

AS WITNESSES:

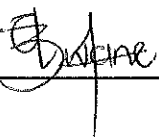
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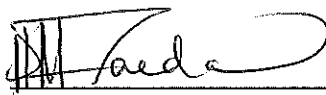

**EXECUTIVE MANAGER:
STRATEGIC MANAGEMENT
SERVICES**

2. 

Thus done and signed at KRUGERSDORP on this the 17th day of JUNE 2020

AS WITNESSES:

1. 


MUNICIPAL MANAGER

2. 

SDBIP REF. NO	PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	PERFORMANCE MEASUREMENT	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	EVIDENCE
KPI A/103	Executive Manager Output	SMS - Strategic Support	All Wards	% implementation of the Annual Risk Management implementation plan	10%	1=59% and below implemented	100%	1	Q1	100%	Risk management Dashboard report
						2=60-69% implemented			Q2	100%	
						3=70/79% implemented			Q3	100%	
						4=80-89% implemented			Q4	100%	
						5=90% - 100 % implemented					
KPI B/104	Executive Manager Output	SMS - Strategic Support	All Wards	No. of reviewed IGR strategy submitted to the MM.	5%	1=Reviewed Draft IGR Strategy submitted to MM by 30 June 2020	New Target	1	Q1	n/a	Route form of the Reviewed IGR strategy submitted to MM
						2=Reviewed Draft IGR strategy submitted to MM by 30 May 2020			Q2	N/A	
						3=Reviewed IGR strategy submitted to MM by 30 June 2020			Q3	N/A	
						4=Reviewed IGR strategy submitted to MM by 30 May 2020					
						5=Reviewed IGR strategy submitted to MM by 30 April 2020			Q4	1	
KPI B/105	Executive Manager Output	SMS - Strategic Support	All Wards	% implementation of departmental mitigation actions on the Strategic Risk Register.	33%	1=59% and below implemented	New Target	100%	Q1	100%	Risk management Dashboard report
						2=60-69% implemented			Q2	100%	
						3=70/79% implemented			Q3	100%	
						4=80-89% implemented			Q4	100%	
						5=90% - 100 % implemented					

AM


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M.S. AZ

SDBIP REF. NO	PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	PERFORMANCE MEASUREMENT	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	EVIDENCE
KPA: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT 20%											
KPI G/107	Executive Manager Output	Labour disputes	All Wards	Days taken to attend to employee grievances within the prescribed timelines (Step 2)	20%	1=Employee grievances attended within timeframe stipulated within the policy.	New target	10 days	Q1	10 days	Grievances lodged finalized
						2=Employee grievances attended within timeframe stipulated within the policy.			Q2	10 days	
						3=Employee grievances attended within timeframe stipulated within the policy.			Q3	10 days	
						4=Employee grievances attended to within timeframe set within the policy.			Q4	10 days	
						5=Employee grievances attended to within timeframe set within the policy.					

M.B.

SDBIP REF. NO	PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	PERFORMANCE MEASUREMENT	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	EVIDENCE
KPA: LOCAL ECONOMIC DEVELOPMENT 2%											
KPI I/111	Executive Manager Output	Youth employment	All Wards	No. of youth exposed to employment opportunities	1%	1=6 Youths exposed to employment opportunities by end of 3rd Quarter	New target	5	Q1	-	Report on youths exposed to employment opportunities
						2=7 Youths exposed to employment opportunities by end of 3rd Quarter			Q2	-	
						3=8 Youths exposed to employment opportunities by end of 3rd Quarter			Q3	n/a	
						4=9 Youths exposed to employment opportunities by end of 3rd Quarter			Q4	5	
KPI K/112	Executive Manager Output	Employment Opportunities	All Wards	No. of employment opportunities created	1%	1=2 Employment opportunities created	6	6	Q1	-	Report on employment opportunities created.
						2=3 Employment opportunities created			Q2	-	
						3=4 employment opportunities created			Q3	-	
						4=5 Employment opportunities created			Q4	6	
Total= 100											


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SDBIP REF. NO	PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	PERFORMANCE MEASUREMENT	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	EVIDENCE
CORE MANAGERIAL COMPETENCIES			WEIGHTING	KPI				PERFORMANCE MEASUREMENT			
		Strategic Direction and Leadership (impact and influence; Institutional Performance Management; Strategic Planning and Management; Organisational awareness)	5	(Strategic Planning and Management) Approved Department Plan aligned to the SDBIP (to inform the 2019/2020 budget)				1= Departmental Plan approved before the end of 30 April 2020 2= Departmental Plan approved before the 31 March 2020 3= Departmental Plan approved before the 28 February 2020 4= Departmental Plan approved before the 31 January 2020 5= Departmental Plan approved before the 31 December 2019			Approved Departmental Plan aligned to the SDBIP
		No. of Individual Performance Management Agreements signed with Managers by 31 August 2019	5					1= 4 Performance Management Agreements signed after the 30/09/2019 2= 4 Performance Management Agreements signed after the 15/09/2019 3= 4 Performance Management Agreements signed by the 31/08/2019 4= 4 Performance Management Agreements signed by the 20/08/2019 5= 4 Performance Management Agreements signed by the 10/08/2019			Four (4) 2019/2020 Performance Management Agreements signed with Managers
		People Management and Empowerment (Human Capital Planning & development; Diversity Management; Employee Relations Management; Negotiation and Dispute Management)	10	Development of Personal Development Plans (PDPs) for Managers				1=PDPs developed by 30 November 2019 2=PDPs developed by 31 October 2019 3=PDPs developed by 30 September 2019 4=PDPs developed by 15 September 2019 5=PDPs developed by 31 August 2019			Proof on the submission of PDPs for Senior Managers to Learning and Development Sub-division for implementation
		Program and Project Management (Program & Project Planning and Implementation; Service Delivery Management; Program & Project Monitoring & Evaluation)	10	Operational Programs/ Projects implemented				1= 70-60% and below implementation within set timeframes 2= 71-79% implementation within set timeframes 3= 80% implementation within set timeframes 4= 81-90% implementation within set timeframes 5= 91-100% implementation within set timeframes			Project Plan(s) and Reports on the implementation of Quarterly SDBIP Reports
		Service Delivery Management	10					1= 80% implementation of the SDBIP 2= 85% implementation of the SDBIP 3= 90% implementation of the SDBIP 4= 92% implementation of the SDBIP 5= 94% implementation of the SDBIP			SDBIP Quarterly Performance Reports from Monitoring and Evaluation Division
		Financial Management (Budget Planning & Evaluation; Financial Strategy & Delivery)	10	% Reduction of Unauthorized Irregular Fruitless (UIF) expenditure				1= 20% and more increase of UIF 2= 10% increase of UIF 3= 10% reduction of UIF 4= 20% reduction of UIF 5= 30% reduction of UIF			1 July 2019 to 30 June 2020 in year monitoring report

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SDBIP REF. NO	PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	PERFORMANCE MEASUREMENT	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	EVIDENCE
		Finanica Reporting & Monitoring)	10	% of grant funded capital budget spent at the end of financial year				1= 92% Spent 2= 94% Spent 3= 96% Spent 4= 98% Spent 5= 100% Spent			1 July 2019 to 30 June 2020 in year monitoring report
		Change Leadership (Change Vision and Strategy; Process Design & Improvement; Change Impact Monitoring & Evaluation)	10	% Change Management Plan Implementation				1=59% and Below Implementation 2=60-79% Implementation 3=80% Implementation 4=82% Implementation 5=84% Implementation			Change Management Plan for the projects to be implemented
			10	Communication to employees				1= 2 meetings 2= 3 meetings 3= 4 meetings 4= 5 meetings 5= 6 meetings			Agenda and Attendance Register of departmental meetings
		Governance Leadership (Policy Formulation; risk and compliance Management; Co-operative Governance)	10	Revision and Development of Policies				1=59% and Below 2=60-79% 3=80% 4=81-90% 5=91-100%			Revised and Developed Policies vs Policies submitted to Council in the 2019/2020
			10	% Implementation of the annual risk management implementation plan				1=59% and Below 2=60-79% 3=80% 4=82% 5=84%			Dashboard Risk Management Reports from M&E

Total=100

Signed and Accepted by the Executive Manager: Strategic Management Services

Mpho Boihang
Date: 17/06/2020

Approved by the Municipal Manager

Maanda Pringle Raedani
Date: 17/06/2020

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