

# **Mogale City**

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## ***Local Municipality***

### PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAKHOSANA MSEZANA

AND

ACTING CHIEF FINANCIAL OFFICER

BINANG MONKWE

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2022 TO 30 JUNE 2023

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## PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

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

And

**Binang Monkwe** as the **Acting Chief Financial Officer: Municipal Financial 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) 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 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);

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- 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 2022** and will remain in force until the Acting terminates and/or **30 JUNE 2023** which ever one comes first; 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.

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- 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) (CRs) respectively.
- 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

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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
Financial Viability:	
Good Governance & Public Participation	
Municipal Transformation and Organizational Development	
Local Economic Development	
<b>TOTAL</b>	<b>100%</b>

- 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

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

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LEADING COMPETENCY REQUIREMENTS		WEIGHTS
	<ul style="list-style-type: none"> <li>Financial Strategy &amp; Delivery</li> <li>Financial Reporting &amp; Monitoring</li> </ul>	
Change Leadership	<ul style="list-style-type: none"> <li>Change Vision &amp; Strategy</li> <li>Process Design &amp; Improvement</li> <li>Change Impact Monitoring &amp; Evaluation</li> </ul>	20
Governance Leadership	<ul style="list-style-type: none"> <li>Policy Formulation</li> <li>Risk and Compliance Management</li> <li>Cooperative Governance</li> </ul>	10
<b>CORE COMPETENCIES</b>		
Moral Competence		
Planning and Organizing		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Result and Quality Focus		
<b>TOTAL</b>		<b>100</b>

## 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:

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- (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 the 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 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 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.

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
<b>Unacceptable Performance</b> 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
<b>Performance Not Fully Effective</b> 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 %
<b>Performance Fully Effective</b>		

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Overall Performance	Rating	Performance Score
Performance fully meets the standards expected in all areas of the job	3	70 – 79 %
<b>Performance Significantly Above Expectations / Exceptional Performance</b>  Performance is significantly higher than the standard expected in the job.	4	80 – 89 %
<b>Outstanding Performance</b>  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.
- iii. Member of the Mayoral Committee; and
- iv. Municipal Manager from another Municipality / or a technical expert of an equivalent position.

## 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 2022	October 2022
Second Quarter	October – December 2022	January 2023
Third Quarter	January – March 2023	April 2023
Fourth Quarter	April – June 2023	n/a

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- 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;
- 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 –

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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 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	• Remuneration Progression • 5% - 9% of Total Package
5.	90% - 100%	Outstanding Performance	• Remuneration Progression • 10% - 14% of total package

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

12.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.3.2 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 –

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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 Krugersburg on this the 29 day of July 2022

AS WITNESSES:

1. [Signature]

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ACTING CHIEF FINANCIAL OFFICER

2. [Signature]

Thus done and signed at Krugersburg on this the 31 day of July 2022

AS WITNESSES:

1. [Signature]

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MUNICIPAL MANAGER

2. [Signature]

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National Outcome	Outcome 9: Responsive, accountable, effective and efficient local government system										
NDP Chapter	Building a professional, capable, citizen-focused public service (NDP Chapter 13)										
Strategic Goal	To ensure accountable governance within the municipality										
DEPARTMENT: FINANCIAL MANAGEMENT SERVICES-20											
KPA	KPA: FINANCIAL VIABILITY 40%										
SDBIP Ref. No.	PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	INDIVIDUAL PERFORMANCE
KPI C/201	CFO's output	Revenue Management	All Wards	% Revenue collected	10%	%	TBC	91%	Q1	89%	1=59% and below achievement against target set
									Q2	89%	2=60-69% achievement against target set
									Q3	91%	3=70-79% achievement against target set
									Q4	91%	4=80-89% achievement against target set
KPI C/202	CFO's output	Expenditure Management	All Wards	No. of days taken to pay creditors	5%	no of days	New target	140 days	Q1	200 days	1=59% and below achievement against target set
									Q2	180 days	2=60-69% achievement against target set
									Q3	160 days	3=70-79% achievement against target set
									Q4		4=80-89% achievement against target set
KPI D/203	CFO's output	Valuations	All Wards	% completeness of valuation roll	10%	%	100%	100%	Q1	100%	1=59 % and below completeness of valuation roll
									Q2	100%	2=60-69% completeness of the valuation roll
									Q3	100%	3=70-79% completeness of the valuation roll

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KPI A/207	CFO's output	AG Action Plans	All Wards	% implementation of finance related AGSA 2020/2021 Audit Action plans	10%	%	TBC	100%	Q2	-	2=60-69 % implementation of finance related AGSA Audit Action plans
									Q3	-	3=70-79% implementation of finance related AGSA Audit Action plans
									Q4	0%	4=80-89% implementation of finance related AGSA Audit Action plans
									Q1	-	5=90 - 100% implementation of finance related AGSA Audit Action plans
									Q2	-	1=59% and below implementation against target set
KPI J/208	CFO's output	Youth exposure to employment	All Wards	No. of FMG interns recruited	5%	Number	TBC	7	Q3	-	2=60-69% implementation against target set
									Q4	7	3=70-79% implementation against target set
											4=80-89% implementation against target set
											5=90-100% implementation against target set

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SDBIP Ref. No.	PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/ PROJECT MILESTONE	PERFORMANCE MEASUREMENTS
KPI B/209	CFO's output	Financial Management Services Implementation of Procurement	All Wards	% implementation of the Finance Management Services procurement plan	5%	%	TBC	100%	Q1	-	1=59% and below implementation against target set
									Q2	-	2=60-69% implementation against target set
									Q3	75%	3=70-79% implementation against target set
											4=80-89% implementation against target set
									Q4	100%	5=90-100% implementation against target set

**KPA: LOCAL ECONOMIC DEVELOPMENT 5%**

SDBIP Ref. No.	PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/ PROJECT MILESTONE	PERFORMANCE MEASUREMENTS
KPI I/210	CFO's output	Youth exposure to employment	All Wards	No. of youth opportunities created	5%	Number	10	5	Q1	-	1=1 Youths exposed to employment opportunities
									Q2	-	2=2 Youths exposed to employment opportunities
											3=3 Youths exposed to employment opportunities
									Q3	-	4=4 Youths exposed to employment opportunities

Total = 65%, please note that the weightings must be adjusted to sum up 100%

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Signed and Accepted By the Acting Chief Financial Officer

Binang Monkwe

Date: 29/07/2022

Approved by the Municipal Manager

Makhosana Msezana

Date: 28/12/22

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CORE MANAGERIAL COMPETENCIES	WEIGHTING	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
Strategic Direction and Leadership	5	% alignment of the SDBIP 2022/23 Outcome and output linked analysis of the Department Financial Management Services	1=59% and below alignment between Outcome and Output	Analysis of the Outcome and Output approach
			2=60-69% alignment between Outcome and Output	
			3=70-79% alignment between Outcome and Output	
			4=80-89% alignment between Outcome and Output	
			5=90-100% alignment between Outcome and Output	
	5	Individual Performance Management Agreements signed with Managers within the Department by 31 August 2022	1= All Performance Management Agreements of Managers within the Department signed after the 30/09/2022	Six (6) 2021/2022 Performance Management Agreements signed with Managers
			2= All Performance Management Agreements of Managers within the Department signed after the 15/09/2022	
			3= All Performance Management Agreements of Managers within the Department signed by the 31/08/2022	

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People Management and Empowerment	10	Development of Personal Development Plans (PDPs) for Managers	<p>14= All Performance Management Agreements of Managers within the Department signed by the 20/08/2022</p> <p>5= All Performance Management Agreements of Managers within the Department signed by the 10/08/2022</p>	Proof on the submission of PDPs for Senior Managers to Learning and Development Sub-division for implementation	
			<p>1=PDPs developed by 30 November 2022</p> <p>2=PDPs developed by 31 October 2022</p> <p>3=PDPs developed by 30 September 2022</p> <p>4=PDPs developed by 15 September 2022</p> <p>5=PDPs developed by 31 August 2022</p>		
Program and Project Management	20	Service Delivery Management	1= 59% and below implementation of the SDBIP	SDBIP Quarterly Performance Reports from Monitoring and Evaluation Division	
			2= 60-69% implementation of the SDBIP		
			3= 70-79% implementation of the SDBIP		
			4= 80-89% implementation of the SDBIP		

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			5= 90-100% implementation of the SDBIP	
Financial Management	10	% Reduction of Unauthorized Irregular Fruitless and Wasteful (UIWFE) expenditure	1= 20% and more increase of UIWFE	Annual Financial Statement 2020/2021 and Annual Financial Statement 2021/2022
			2= 10% increase of UIWFE	
			3= 10% reduction of UIWFE	
			4= 20% reduction of UIWFE	
			5= 30% reduction of UIWFE	
Change Leadership	10	% of grant funded capital budget spent at the end of financial year	1= 92% Spent	1 July 2022 to 30 June 2023 In year monitoring report
			2= 94% Spent	
			3= 96% Spent	
			4= 98% Spent	
			5= 100% Spent	
Change Leadership	10	% Change Management Plan Implementation	1=59% and Below Implementation	Change Management Plan for the projects to be implemented (OPCA implementation)
			2=60-69% Implementation	
			3=70-79% Implementation	
			4=80-89% Implementation	
			5=90-100% Implementation	
Change Leadership	10	Communication to employees	1= 2 meetings	Agenda and Attendance Register of departmental meetings
			2= 3 meetings	
			3= 4 meetings	
			4= 5 meetings	
			5= 6 meetings	
Change Leadership	10	Revision and Development of Policies	1=59% and Below revision of budget related policies	Revised and Developed Policies vs Policies submitted to Council in the
			2=60-69% revision of budget related policies	
			3=70-79% revision of budget related policies	

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Governance Leadership			4=80-89% revision of budget related policies	2022/2023 financial year for Approval	Dashboard Risk Management Reports from M&E
			5=90-100% revision of budget related policies		
	10	% Implementation of the annual risk management implementation plan	1=59% and Below		
			2=60-69% implementation of annual risk management plan		
			3=70-79% implementation of the annual risk management implementation plan		
			4=80-89% implementation of the annual risk management implementation plan.		
			5=90-100% implementation of the annual risk management implementation plan.		
Total=100					

Signed and Accepted By the Acting Chief Financial Officer

Binang Monkwe

Date:

29/07/2022

Approved by the Municipal Manager


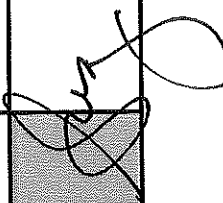
Makhosana Msezana

Date:

28/07/2022

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# PERSONAL DEVELOPMENT PLAN (PDP)

SURNAME		MONKWE		NAME		BINANG	
POSITION		ACTING CFO		REPORT TO		MUNICIPAL MANAGER	
SALARY LEVEL		2		SALARY BAND		S56	
DEPARTMENT		FINANCE MANAGEMENT SERVICES		FINANCIAL YEAR		2022/23	
Competency area to be developed	Specific development objectives (what to achieve)	PD	Development activities (self study, on-the-job, formal - dates and cost)	Support required (e.g. coaching)	Development review and assessment: Training provider	Sign-off review and assessment (Individual, Expert Trainer & Coach)	
	Change Management	<ul style="list-style-type: none"> <li>Change Vision &amp; Strategy</li> <li>Process Design &amp; Improvement</li> <li>Change Impact Monitoring &amp; Evaluation</li> </ul>	Portfolio of evidence as required by the Training institution.	Accredited course	Service provider to be appointed.	Trainer	
EMPLOYEE SIGNATURE				MM's SIGNATURE			
				DATE		31/7/2023	

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