

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 2017 TO 30 JUNE 2018

2016/2017 Performance Management Agreement entered into by and between Municipal Manager: M.P. Raedani and Thami Matshego

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PERFOMANCE 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

THAMI MATSHEGO as the EXECUTIVE MANAGER: INTEGRATED ENVIRONMETNAL MANAGEMENT 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;

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- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Agreement and Performance Plan as the basis for assessing 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

- This Agreement will commence on the **01 JULY 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.

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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.

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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.
- 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 (Annexure

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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)	Walcelling
Infrastructure Development and Service Delivery	40
Municipal Transformation and Organizational Development	25
Local Economic Development (LED)	10
Municipal Financial Viability and Management	10
Good Governance and Public Participation	15
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	-	
Financial Management	√	10
People and Diversity Management	√	20
Accountability and Ethical Conduct	√	30
Change Management		
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analytical Thinking		
Client Orientation and Customer Focus	1	20
Communication		"
Policy conceptualization and implementation		
Mediation skills		
Advanced negotiations skills		
Partnership and Stakeholder Relations		
Supply Chain Management		
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.

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- 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.

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7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

OVERALL PERFORMANCE	RATING	PERFORMANCE SCORE
Unacceptable Performance	1	0% - 59% and below
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.		
Performance Not Fully Effective	2	60% – 74%
Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job.		
Performance Fully Effective	3	75% – 79 %
Performance fully meets the standards expected in all areas of the job		on!
Performance Significantly Above Expectations/ Exceptional Performance	4	80% – 89 %
Performance is significantly higher than the standard expected in the job.		
Outstanding Performance	5	90% – 100 %
Performance far exceeds the standard expected of an employee at this level.		

- 7.7 For purposes of evaluating the performance of the Chief Audit Executive, 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;

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- 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	January 2018
Third Quarter	January – March 2018	N/A
Fourth Quarter	April – June 2018	May 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

- The Employer agrees to consult the Employee timeously where the exercising of the 11.1 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.
- The Employer agrees to inform the Employee of the outcome of any decisions taken 11.2 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

- The evaluation of the Employee's performance will form the basis for rewarding outstanding 12.1 performance or correcting unacceptable performance.
- A performance bonus of 5% to 14% of the inclusive annual remuneration package may be 12.2 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% - 49%	Performance unacceptable	
2	50% - 59%	Performance Not Fully Effective	0% of total package
3	60% - 64%	Performance Fully Effective	 Remuneration progression
4	65% - 74%	Performance Significantly Above Expectations/ Exceptional Performance	Remuneration progression5% - 9% of total package

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1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Performance Rating	Bonus Amount
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.
- 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.

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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. AS WITNESSES: **Executive Manager: IEM**

Thus done and signed at Keucessdoop on this the 30 day of August 2017

AS WITNESSES:

EMPLOYER (Municipal Manager)

			a	ed with				or or	ews			ď	············	the mance	itted to	
	Evidence		Two (2) 2017/2018 Performance	Management Agreements signed with				Ananda Attandance Benisters and or	Minutes on the quarterly reviews conducted			Attendance register for the	Assessments	Route Form of the Report on the outcome of the 2016/2017 Performance	Assessment of Managers submitted to the Municipal Manager	
	Quantity															
Target	e Quality								<u> </u>					7		
	Time frame			31/08/2017					28 February and 31 May 2018					30/11/2017		
	baseline		2016/2017	Performance Management Agreements	Managers				New Target			2015/2016 Performance Management Assessment for Managers				
1012101	Performance Measurements	1= 2 Performance Management Agreements of Managers signed after the 31/10/2017	2= 2 Performance Management Agreements of Managers signed by 30/09/2017	3= 2 Performance Management Agreements of Managers signed by 31/08/2017	4= 2 Performance Management Agreements of Managers signed by 25/08/2017	5=2 Performance Management Agreements of Managers signed by 20/08/2017	1= Quarterly Reviews conducted on the 30 March and 30 June 2018	2= Quarterly Reviews conducted on the 15 March and 15 June 2018	3= Quarterly Reviews conducted on the 28 February and 31 May 2018	4= Quarterly Reviews conducted on the 20 February and 01 May 2018	5= Quarterly Reviews conducted on the 10 February and 15 May 2018	1= Performance Assesment conducted by 28/02/2018	2= Performance Assesment conducted by 31/01/2018	3= Performance Assesment conducted by 30/11/2017	4= Performance Assesment conducted by 15/11/2017	5= Performance Assesment
POST TILLE: EXECUTIVE MANAGER: INTERNATED ENVINOUMENTAL MANAGEMENT	Performance Indicator Per			No. of Individual Performance Management Agreements signed with Managers			Quarterly Performance Management Reviews conducted with Managers						Assessment of Managers for	11070107 L 3010		
NAGER: IN 100	Weighting			വ					10					10		
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				2011		Target		
Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Information	Time frame	$\overline{}$	Quantity	Evidence
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		% SDBIP projects successfully implemented within projected timefrance bidget	2=60-89% projects implementation and within budget					
	35	(Target and Baseine will be confirmed after the evaluation	3=90% projects implementation and within budget	75%			%06	2017/2018 Quarterly Performance Assessment Reports from M&E Division
		of the Authorities of Substitution (Nethority)	4=92% projects implementation and within budget					
2. Infrastructure Development and			5=94% projects implementation and within budget					
Service Delivery			1= 100% submission made 30 and more days after project completion					;
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	ιc	infrastructure projects	arrer project completion 3= 100% submission made 15 days	15			15	and software Configuration to
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			after project completion					
			5= 100% submission made within 5					
			days after project completion			+		William
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			2=2 Cooperatives cooperative					
			appointed to execute the					
			programmes					Drog grown Donotte
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Development (LED)	9	to execute the programmes		4			1	K(iii)6(7/2015)
			4=5 Cooperatives cooperative					
			appointed to execute the					
			programmes					
			5=8 or more Cooperatives cooperative appointed to execute					
			the programmes		_			







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	Evidence						
	Quantity						·····
Target	Quality	Total					
	Time frame	Evidence	Status report on direct outputs	sport and/ or 118 AFS	Variance Report and/ or 2017/2018 AFS	Report on Grievance and Disciplinary cases	Minutes of the meetings and Attendance Register for the meetings and/ or Cancellation of meetings by Organised Labour
Baseline	Information	Evide	Status repo out	Variance Report and/ or 2017/2018 AFS	Variance Re 2017/20	Report on Gi Disciplin	Minutes of the Attendance R meeting: Cancellation o
	Performance Measurements	Performance Measurement	1=59% and Below 2=60-91% implemented 3=84% implemented 4=85% implemented 5=86% implemented	1= 8% unauthorised expenditure 2= 6% unauthorised expenditure 3= 4% unauthorised expenditure 4= 2% unauthorised expenditure 5= 0% unauthorised expenditure	1= 92% Spent 2= 94% Spent 3= 96% Spent 4= 98% Spent 5= 100% Spent	1= 79-70% of requests attended to 2= 89-80% of requests attended to 3= 89-90% of requests attended to 4= 91-92% of requests attended to 5= 93-94% of requests attended to	1= 1 meeting 2= 2 meetings 3= 4 meetings 4= 6 meetings 5= 8 and more meetings
Kare Darformanca	Performance Indicator	Ž	No. of reports on all direct outputs in relation to sound integrated environmental management programmes	% Negative Variance on operational budget spent	% Capital Budget Spent	Grievance and Disciplinary cases attended to	No. of meetings convened with Organised Labour
	Weighting	Weighting	20	מו	Ŋ	т	ហ
Vev. Borformance	hey renormance Area	Core Managerial Competencies (CMC)	Strategic Capability and Leadership	Financial Management		People and Diversity Management	



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Area Area	Weighting	Performance Indicator	Performance Measurements	-			00000	
				Information Time frame	me Quality	Quantity	Paldence	\neg
			1= Quarterly Reviews conducted on the 30 March and 30 June 2018					
			2= Quarterly Reviews conducted on the 15 March and 15 June 2018					
	5	Quarterly Performance Management Reviews conducted with immediate	3= Quarterly Reviews conducted on the 28 February and 31 May 2018	Agenda, Attendance Registers and/ or Minutes on the quarterly reviews	LO :			
		subordinates	4= Quarterly Reviews conducted on the 20 February and 01 May 2018	conducted				
			5= Quarterly Reviews conducted on the 10 February and 15 April May 2018					
			1=5-1 meetings 2= 4-6 meetings	Attendance Registers for				
	m	Communication to employees		Departmental meetings	. w			
-			4= 11-12 meetings	convened				
-			5≖ 24 meetings					
			1=59% and Below implementation		-			
			2=60-69% implementation	Approved quarterly position	ion			
	4	Departmental employment	3=70-79% implementation	management reports				
		eduity sup-plans	4=80-89 % implementation 5=90-100 % implementation					
			1= Requests responded to 30 working days from the date of					
			lecelor.					
			Z= Kednests responded to 15					
		Internal and External	working days from the date of receipt	Minutes of the meetings and	and			
Customer Orientation	20	information requests responded to within 10	3= Requests responded to 10 working days from the date of	meetings and/ or Cancellation of meetings by	a Aqu			
		working days from date of	receipt	Organised Labour				
		idiana.	4= Requests responded to 5 working days from the date of receipt					
			5= Requests responded to 3 working days from the date of receipt					



INCUMBENT: THAMI MATSHEGO POST TITLE: EXECUTIVE MANAGER: INTEGRATED ENVIRONMENTAL MANAGEMENT

Key Performance				Rasoline		Target		
Area	Weighting	Performance Indicator	Performance Measurements	Information Time frame Quality Quantity	Time frame	Quality	Quantity	Evidence
			1= Submission made on the 30 September 2017					
			2= Submission made on the 31 August 2017	Acknowledgement of	oment of			
Accountability and Ethical Conduct	30	<u>e</u>	3= Submission made on the 31 July 2017	Receipt signed by Ethics	d by Ethics			
		Interests 2017/2018 FY	4= Submission made on the 25 July 2017		5			
			5= Submission made on the 10 July 2017					
Total: 100%								

Ps: The signed agreements will be enhanced after automation of PMS (ePMS) to enable progress in monitoring and reporting

Integrated Environmental Management: Thami Matshego Signed and accepted by Executive Manager:

Date:

Date: 36 89 (2017 Signed by the Municipal Manager: Maanda Pringle Raedani

2017/2019 Performance Management Agreement entered into between the Municipal Manager Manada Pringle Raedani and Executive Manager Integrated Environmental Management: Thami Matshego