

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: UTILITIES MANAGEMENT SERVICES

<u>SANDILE MBANJWA</u>

THE EMPLOYEE OF THE MUNICIPALITY
FOR THE

FINANCIAL YEAR: 01 JULY 2018 TO 30 JUNE 2019

2018 Performance Management Agreement entered into by and between Municipal Manager: M.P. Raedani and Executive Manager: Utilities Management Services: S.H Mbanjwa Page 1



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

SANDILE MBANJWA as the EXECUTIVE MANAGER: UTILITIES MANAGEMENT SERVICES of MOGALE CITY LOCAL MUNICIPALITY (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in Terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as the "the Parties".
- 1.2 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
 - 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B), 57(C) and 57(5) of the Systems Act, 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 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;

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- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Plan (Annexure A);
- 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 2018** and will remain in force until **30 JUNE 2019**; where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.3 The content of this Agreement may be revised at any time during the above- mentioned period to determine the applicability of the matters agreed upon.
- 3.4 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 The performance objectives and targets that must be met by the Employee; and
 - 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the

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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 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.
- 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) 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 CRs will account for 20 weighting of the final assessment.

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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 // |
|---|--------------|
| Service Delivery and Infrastructure Development | 68% |
| Financial Viability | 20% |
| Good Governance and Public Participation | 10% |
| Municipal Transformation and Organizational Development | 0% |
| 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

| executed at an optimal level | | |
|------------------------------------|---|------------|
| LEADING COMPETENCY F | ROUREMENTS: | WEIGHTS: A |
| Strategic Direction and Leadership | Impact and influence Institutional Performance Management Strategic Planning and Management Organizational Awareness | 15% |
| People Management | Human Capital Planning & Development Diversity Management Employee Relations Management Negotiation and Dispute Management | 15% |
| Program & Project Management | Program & Project Planning and Implementation Service Delivery Management Program & Project Monitoring & Evaluation | 15% |
| Financial Management | Budget Planning & ExecutionFinancial Strategy & DeliveryFinancial Reporting & Monitoring | 20% |
| Change Leadership | Change Vision & Strategy Process Design & Improvement Change Impact Monitoring & Evaluation | 15% |

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| LEADING COMPETENCY | REQUIREMENTS | WEIGHTS 16 |
|-----------------------|---|------------|
| Governance Leadership | Policy FormulationRisk and Compliance Management | 20% |
| | Cooperative Governance | |
| COR | E COMPETENCIES | - |
| | Moral Competence | |
| P | Planning and Organizing | |
| Į – į | Analysis and Innovation | |
| Knowledg | ge and Information Management | |
| | Communication | |
| R | esult and Quality Focus | |
| TOTAL | | 100 |

7. EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) to this Agreement sets out-
 - 7.1.1 The standards and procedures for evaluating the Employee's performance; and
 - 7.1.2 The intervals for the evaluation of the Employee's performance.
- 7.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (PDP) as well as the actions agreed to and implementation must take place within set time frames.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve:
 - 7.5.1 Assessment of the achievement of results as outlined in the performance Plan:
 - (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to hoc tasks that had to be performed under the KPA;
 - (b) An indicative rating on the five-point scale should be provided for each KPA;
 - (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

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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 (refer to paragraph 6.5.1) 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 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 | | |
| Performance Significantly Above Expectations/ Exceptional Performance | 4 | 80% – 89 % |
| Performance is significantly higher than the standard expected in the job. | | |

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| OVERALL PERFORMANCE | RATING | PERFORMANCE SCORE |
|---|--------|----------------------|
| 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;
 - 7.7.3 Member of the Mayoral Committee;
 - 7.7.4 Municipal Manager from another Municipality; and

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 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.
- 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.

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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 solutions to common problems that my impact on the performance of the Employee;
 - 10.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and
 - 10.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this agreement.

11. CONSULTATION

- 11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others
 - 11.1.1 a direct effect on the performance of any of the Employee's functions;
 - 11.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 11.1.3 a substantial financial effect on the Employer.
- 11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

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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 | Remuneration Progression5% - 9% of Total Package |
| 5. | 90% - 100% | Outstanding Performance | Remuneration Progression10% - 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.

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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 | ./4. day of |
|-------------------------|---------------------------------|
| AS WITNESSES: | |
| 1. Okuns | EMPI OVEE |
| | EMPLOYEE |
| 2 | Executive Manager: UMS |
| Thus done and signed at | /(day of// |
| 1. Dans | EMPLOYER (Municipal Manager) |

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| CE PER PERSON | PROGRAMME/ TYPE OF PROJECT EVIDENCE PER MILESTONE QUARTER | <u> </u> | QUARTER | ANNUAL TARGET | BASELINE | BUDGET | UNIT OF MEASURE | WEIGHTING | KEY PERFORMANCE INDICATOR | WARDS TO BENEFIT | MSCOA PROJECT | PLANNING LEVEL | SDBIP Ref. No |



| Executive | departmental meetings | 3= 4 meetings 4= 5 meetings | Communication to employees | 15 | Change Leadership |
|----------------------------------|--|---|--|----------|--|
| | Agenda and Attendance Register of | 1= 2 meetings 2= 3 meetings | | | |
| Services | ionworm 6 tebor | 4= 98% Spent 5= 100% Spent | | | |
| Executive Manager: Utilities | 1 July 2018 to 30 June 2018 In year | 2= 94% Spent 3= 96% Spent | % of MIG funded capital budget spent at the end of financial year | 10 | , |
| | The same and an annual section of the same and the same a | OF 10% Savings | 1 III II I | | Financial Management |
| Services | | 4= 5% savings | % Negative variance on operational budget spent | | |
| Manager, Outer | monitoring report | 3= 0% unauthorised expenditure | | 10 | |
| Executive | 1 July 2018 to 30 June 2019 In year | 2= 6% unauthorised expenditure | | | |
| | The state of the s | 1 = 90% in a lithorise of expenditure | i i i i i i i i i i i i i i i i i i i | | |
| Services | E gallagoit Division | 5= 94% implementation of the SDBIP | | | |
| Management | Reports from Philippe | 3 80% inderiendun of die oppir | Selvice Delivery (Manageritan | č | Program and Project Management |
| Executive Manager: Utilities | SDBIP Quarterly Performance | 2= 85% implementation of the SDBIP | | ; | |
| 1 | | 4 - 0002 implementation of the CODID | | | The state of the s |
| | | 5= 100% disputes finalised within 6 working days | | | |
| Services | | 4= 100% disputes finalised within 8 woring days | | | |
| Management | grievances (register) and the report | days | Time taken to finalise employee grievances within the prescribed timelines | 10 | |
| Manager Litilitie | Grievance procedure form list of | 3= 100% disputes finalised within 10 working | | | |
| Executive | | set timeframes | | | Color and and an |
| | | after the set timetrames | | | People Management and Empowerment |
| | | 1≈ 100% disputes finalised 16 and more days | | | |
| | | 5=PDPs developed by 31 August 2018 | | | |
| Services | implementation | 4=PDPs developed by 15 September2018 | | | |
| Management | Development Sub-division for | 3=PUPS developed by 30 September 2015 | Development of Personal Development Plans (PDPs) for Managers | 5 | |
| Manager: Utilities | Senior Managers to Learning and | 2=PDPs developed by 31October 2018 | | . | |
| T VACATION | | 1=PDPs developed by 30 November 2018 | | | |
| | | 5= 100% before 31 March 2019 | | | |
| Services | | 4= 100% before 30 April 2019 | | | |
| Management | Signed schedule from ODD | 3= 100% before 31 May 2019 | | On . | |
| Manager Utilitie | | 2= 100% approved after 30 June 2019 | % development/ review of job profiles as per CSS schedule | | |
| T | | 1= 100% approved after 31 July 2019 | | | |
| | American | 5= 4 Performance Management Agreements signed by the 10/08/2018 | | | |
| | | agree of no notice to | | | |
| Services | | 4≖ 4 Performance Management Agreements signed by the 20/08/2018 | | | |
| Manager: Utilities Management | Management Agreements signed with Managers | | No. of Individual Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed with Managers by 3= 4 Performance Management Agreements signed by the 31/08/2018 | (h | |



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| And the state of t | | AND THE PROPERTY OF THE PROPER | 1=59% and Below | | |
|--|--|--|--|--|--------------------|
| | | | | | Executive |
| | | | 2=60-79% | Revised and Developed Policies vs | Manager I Hilifide |
| | ιΩ | Revision and Development of Policies (Formulation for Engineering Services) | 3=80% | Policies submitted to Council in the | Manager, Callees |
| | | | 4=81-90% | 2018/2019 financial year for Approval | Services |
| | | | 5=91-100% | | |
| | | | 1≂59% and Below | | , |
| | | | 2=60-79% | | |
| Governance Leadership | 10 | % Implementation of the annual risk management implementation plan | 3=80% | - Dashboard Risk Management Reports | 4 |
| | | | 4=82% | 386 100 | Services |
| | | | 5=84% | | |
| | | LALAMANAMAMAMAMAMAMAMAMAMAMAMAMAMAMAMAMA | 1=59% and Below | | |
| | | | 2=60-79% | Checklist on completeness from CSS | |
| | ις | % implementation of the record management policy | 3=80% | and the Department MunAdmin report/ | _ |
| | | | 4=82% | mail book with reference | Services |
| | | | 5=84% | | |
| Total=100 | | - Landerstein der State de | | | |
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| Signed and Accepted by the Ekeputive Manager: Utilities Management Services | Utifities Manag | gement Services | | | |
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| Approved by the Municipal Manager | | A AMAZONIA MARKATINI MARKA | Light Light Control of the Control o | | |
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