

Mogale City

Local Municipality

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAANDA PRINGLE RAEDANI

AND

EXECUTIVE MANAGER: INTEGRAGED ENVIRONMENTAL MANAGEMENT:

THAMI MATSHEGO

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2018 TO 30 JUNE 2019



PERFOMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

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

And

Thami Matshego as the Executive Manager: Integrated Environmental Management (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

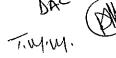
- 1.1 The Employer has entered into a contract of employment with the Employee in Terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as the "the Parties".
- 1.2 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
 - 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B), 57(C) and 57(5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

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

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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 Management Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Management Agreement and Performance Management Plan as the basis for assessing whether the employee has met the performance expectations applicable to his job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1 JULY 2018 and will remain in force until 30 JUNE 2019; where after a new Performance Management Agreement, Performance Management Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of the Agreement during February each year. The parties will conclude a new Performance Management Agreement and Performance Management Plan that replaces this Agreement at least once a year by not later 31 July.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above- mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 The performance objectives and targets that must be met by the Employee; and

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- 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.
- The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

6 THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS

- 6.1 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the performance agreement.
 - 6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Leading

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Competency Requirements (LCRs)/ Core Managerial Competencies (CMC) respectively.

- 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.2.3 KPA's covering the main areas of work will account for 80 weighting and CRs will account for 20 weighting of the final assessment.
- 6.3 The Employee's assessment will be based on his/her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee:

KEY PEREGRMANCE AREAS (KPA'S)	WEIGHTING
Municipal Transformation and Organizational Development	10%
Local Economic Development	20%
Good Governance and Public Participation	25%
Financial Viability	5%
Basic Service Delivery and Infrastructure Development	40%
Total	100%
Total	

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 R	EQUIREMENTS.	WEIGHTS %
Strategic Direction and	 Impact and influence 	10%
Leadership	 Institutional Performance 	
	Management	
	 Strategic Planning and Management 	
	 Organizational Awareness 	400/
People Management	 Human Capital Planning & 	10%
· ·	Development	1
	 Diversity Management 	
	 Employee Relations Management 	
	 Negotiation and Dispute 	
	Management	
Program & Project	 Program & Project Planning and 	20%
Management	Implementation	
	Service Delivery Management	

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ESADING GOMPETENCY	REQUIREMENTS	werentew.
	Program & Project Monitoring & Evaluation	
Financial Management	Budget Planning & ExecutionFinancial Strategy & DeliveryFinancial Reporting & Monitoring	20%
Change Leadership	 Change Vision & Strategy Process Design & Improvement Change Impact Monitoring & Evaluation 	20%
Governance Leadership	Policy FormulationRisk and Compliance ManagementCooperative Governance	20%
COR	E COMPETENCIES	
	Moral Competence	
	lanning and Organizing	
	Analysis and Innovation	
Knowledg	e and Information Management	
	Communication	
	esult and Quality Focus	100
TOTAL		100

EVALUATING PERFORMANCE 7

- The Performance Management Plan (Annexure A) to this Agreement sets out-7.1
 - The standards and procedures for evaluating the Employee's performance; and
 - The intervals for the evaluation of the Employee's performance. 7.1.2
- Despite the establishment of agreed intervals for evaluation, the Employer may in 7.2 addition review the Employee's performance at any stage while the contract of employment remains in force.
- Personal growth and development needs identified during any performance review 7.3 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.
- The Employee's performance will be measured in terms of contributions to the goals and 7.4 strategies set out in the Employer's IDP.
- The annual performance appraisal will involve: 7.5
 - 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 hoc tasks that had to be performed under the KPA;
- (b) An indicative rating on the five-point scale should be provided for each KPA;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the Competency Requirements (CRs)

- (a) Each CR should be assessed according to the extent to which the specified standards have been met;
- (b) An indicative rating on the five-point scale should be provided for each CR;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final CR score.

7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

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

Overall Performance	Rating	Performance Score
Unacceptable Performance	N4554 Section 25 234 10 10 10 10	
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		

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Overall Performance	Rating	Performance Score
Performance fully meets the standards expected in all areas of the job	3	70 – 79 %
Performance Significantly Above Expectations / Exceptional Performance Performance is significantly higher than the standard expected in the job.	4	80 – 89 %
Outstanding Performance Performance far exceeds the standard expected of an employee at this level.	5	90 – 100 %

- 7.7 For purposes of evaluating the annual performance of managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established
 - i. Municipal Manager;
 - ii. Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
 - iii. Member of the Mayoral Committee; and
 - iv. Municipal Manager from another Municipality.

8 SCHEDULES FOR PERFORMANCE REVIEWS

8.1 The performance of each Employee in relation to his or her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

Quarter	Timeline	Date of the Review		
First Quarter	July – September 2018	October 2018		
Second Quarter	October – December 2018	January 2019		
Third Quarter	January – March 2019	April 2019		
Fourth Quarter	April – June 2019	N/A		

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

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- 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 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;

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- 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.3 A substantial financial effect on the Employer.
- 11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of performance and the amount payable would be calculated on the following basis:

		Performance Rating	Bonus Amount
1.	0% - 59%	Performance Unacceptable	0% of total package
	60% - 69%	Performance Not Fully Effective	
		Performance Fully Effective	Remuneration Progression
	80% - 89%	Performance Significantly Above	 Remuneration Progression
•••		Expectations/ Exceptional Performance	 5% - 9% of Total Package
5	90% - 100%	Outstanding Performance	Remuneration Progression
٥.	5575 10075		• 10% - 14% of total package

In the case of unacceptable performance, the Employer shall –

- 12.2.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.2.2 after appropriate counseling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

13 DISPUTE RESOLUTION

13.1. Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provide for, shall be mediated by –

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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.
- 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.

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PERSONAL DEVELOPMENT PLAN (PDP)

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EVEL 2 INTEGRATED ENVIRONMENTAL MANAGEMENT SALARY BAND Statement Integrated Integrat	POSITION	EXECUTIVE MANAGE		REPORTIO	MONICIPAL MA	MAGEN	- Marie - Mari
INTEGRATED ENVIRONMENTAL MANAGEMENT Thank Clark Year Specific development objectives (what to betectives (what to achieve) - Change Vision & Portfolio of evidence as Strategy - Process Design institution. - Change Impact Monitoring & Portfolio of evidence as Project Planning and Implementation Program & Portfolio of evidence as Evaluation - Service Delivery Management Program & Portfolio of evidence as Evaluation - Service Delivery Management Program & Project Monitoring & Evaluation - Monitoring & Final Management Program & Project Monitoring & Final Monitoring	SALARY LEVEL	2		SALARY BAND	356	1192	THE PROPERTY OF THE PROPERTY O
competency indicators objectives (what to achieve) development (evidence of development) development (evidence of development) on-the-job, formal- ocaching) Training attes and cost) Forcess Design Strategy Forcess Design Strategy Forcess Design Almprovement Change Impact Monitoring & Forgram & Forg	DEPARTMENT	INTEGRATED ENVIR	ONMENTAL MANAGEMENT	FINANCIAL YEAR	E102/8/102	Development	Sign-off review
Change Vision & Portfolio of evidence as Strategy Frequired by the Training & Evaluation mand Program & Portfolio of evidence as Project Planning Institution. Program & Portfolio of evidence as Project Planning Institution. Program & Portfolio of evidence as Evaluation Service Delivery Management. Project Monitoring & Evaluation Service Delivery Management. Project Monitoring & Evaluation Service Delivery Management. Project Monitoring & Evaluation Institution. Project Planning Institution. Service Delivery Management. Project Monitoring & Evaluation Institution. Portfolio of evidence as Evaluation Institution. Service Delivery Monitoring & Evaluation Institution. Portfolio of evidence as Institution. Portfolio of evidence as Short course NQF 6 Institution. Portfolio of evidence as Institution. Portfolio of evidence as Provider to be Service Appointed. Institution. Portfolio of evidence as Institution. Portfolio of evidence as Provider to be Service Appointed. Portfolio of evidence as Institution.	Competency area to be developed	Specific development objectives (what to achieve)	Competency indicators (evidence of development)	Development activities (self-study, on-the-job, formaldates and cost)	Support required (e.g. coaching)	review and assessment: Training	and assessment (Individual, Expert Trainer & Coach)
 Change Impact Monitoring & Evaluation Program & Project Planning and Implementation Service Delivery Management. Project Monitoring & Portfolio of evidence as Project Planning and Implementation Service Delivery Management. Program & Project Monitoring & Evaluation Monitoring & Evaluation aligned to the budgeting processs. Short course NQF 6 Training provider to be service appointed. Short course NQF 6 Training provider to be service appointed. Training provider to be provider be provider to be	Change Management	 Change Vision & Strategy Process Design & Improvement 	Portfolio of evidence as required by the Training institution.	Short course NQF 6	Training through a service provider	Service provider to be appointed.	Trainer
Project Planning and Implementation Service Delivery Management. Project Project Planning institution. Project Planning institution. Service Delivery Management. Program & Project Monitoring & Evaluation mSCOA implementation aligned to the budgeting process. Training provider to be service appointed. Short course NQF 6 Training provider to be service appointed. Portfolio of evidence as service provider appointed.		1	Portfolio of evidence as	Short course NQF 6	Training	Service	Trainer
Implementation Service Delivery Management. Program & Project Monitoring & Evaluation Implementation Implementa	Program and Project Management	,	Portfolio of evidence as required by the Training institution.	Short course Nar o	through a service	provider to be appointed.	
 Service Delivery Management. Program & Project Monitoring & Evaluation mSCOA implementation aligned to the budgeting process. Service Short course NQF 6 institution. Training Fraining Service service appointed. provider to be provider 		Implementation			provider		
 Project Project Monitoring & Evaluation Evaluation mSCOA implementation aligned to the budgeting process. brocess. Short course NQF 6 through a provider to be provider Short course NQF 6 through a provider to be provider provider		 Service Delivery Management. 					
Project Monitoring & Evaluation • mSCOA implementation aligned to the budgeting process.		 Program & 			***		-
Evaluation • mSCOA implementation aligned to the budgeting process.		Project					_
mSCOA implementation aligned to the budgeting process. mSCOA implementation institution. Portfolio of evidence as Short course NQF 6 through a provider service appointed. provider Short course NQF 6 through a provider appointed. provider		fing G		- County - C			H
aligned to the budgeting process.	Financial		Portfolio of evidence as		through a	provider to be	2
	Management	implementation	institution.		service	appointed.	
process.		aligned to the			provider		
		process			***************************************		in the second se

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EMPLOYEE SIGNATURE		SUKNAME POSITION SALARY LEVEL SALARY LEVEL Competency area to be developed to be developed a	
	Standard for Infrastructure Procurement and Delivery Management Procurement Policy implementation.	EXECUTIVE MANAGER: IEM NTEGRATED ENVIRONMEN Specific Compedevelopment (evider objectives (what to achieve)	
81/20/20 HAY		EXECUTIVE MANAGER: IEM 2 INTEGRATED ENVIRONMENTAL MANAGEMENT Specific Competency indicators development objectives (what to achieve) Competency indicators (evidence of development)	
MM's SIGNATURE		REPORT TO SALARY BAND FINANCIAL YEAR Development activities (self-study, on-the-job, formal- dates and cost)	
Maide		MUNICIPAL MANAGER S56 2018/2019 Support Develor required (e.g. review assess coaching) Trainin provide	MAISHEGO
BATE		Development review and assessment: Training provider	
27/07/2018		Sign-off review and assessment (Individual, Expert Trainer & Coach)	

