

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAKHOSANA MSEZANA

AND

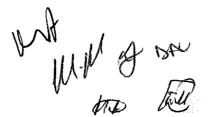
EXECUTIVE MANAGER: ECONOMIC DEVELOPMENT SERVICES

NOMKITA FANI

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 FEBRUARY 2023 TO 30 JUNE 2023



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PERFOMANCE 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

Nomkita Fani as the Executive Manager: Economic Development Services (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in Terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as the "the Parties".
- 1.2 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) 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 between the parties.
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Management Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs.

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- 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

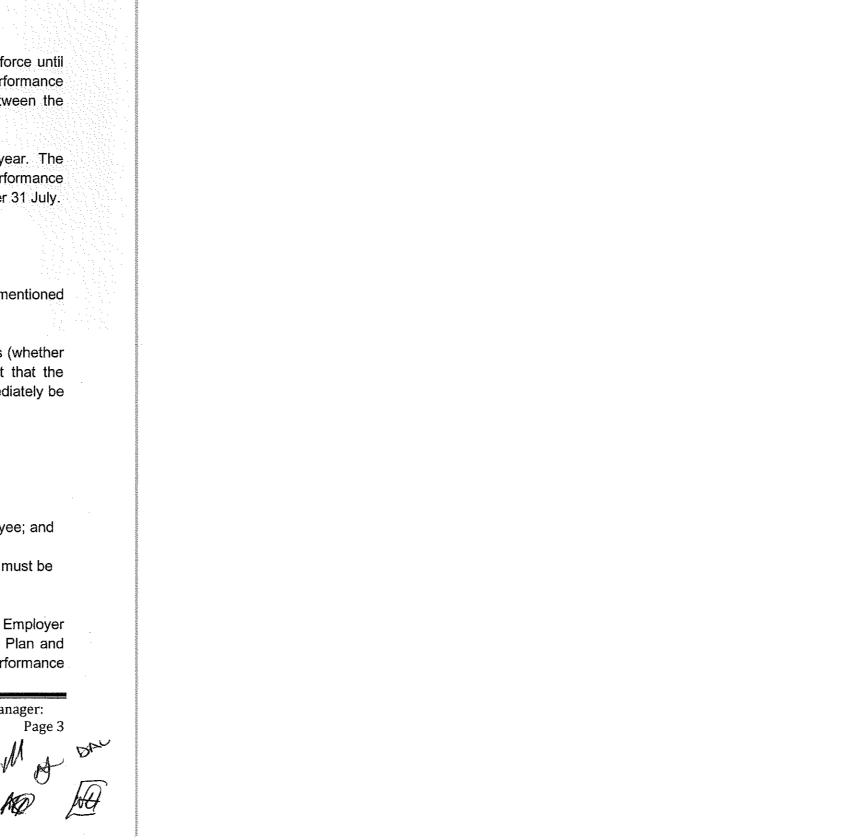
- This Agreement will commence on the **01 February 2023** and will remain in force until **30 June 2023**; where after a new Performance Management Agreement, Performance Management Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 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.
- 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.
- 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

- 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

- The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the performance agreement.
- 6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (Leading & Core Competencies) (CR's) respectively.
- 6.2.2 Each area of assessment will be weighted and will contribute a specific part to 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	20
Financial Viability	20
Good Governance and Public Participation	25
Local Economic Development	25
Municipal Transformation and Organizational Development	10
TOTAL	100%

6.4 The Employee's assessment will be based on his/her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee.

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

LEADING COMPETENCY	REQUIREMENTS	WEIGHTS %
Strategic Direction and Leadership	 Impact and influence Institutional Performance Management Strategic Planning and Management Organizational Awareness 	10
People Management & Empowerment	 Human Capital Planning & Development Diversity Management Employee Relations Management Negotiation and Dispute Management 	10
Program & Project Management	 Program & Project Planning and Implementation Service Delivery Management Program & Project Monitoring & Evaluation 	20
Financial Management	Budget Planning & ExecutionFinancial Strategy & DeliveryFinancial Reporting & Monitoring	20
Change Leadership	Change Vision & Strategy	20

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LEADING COMPETENCY	REQUIREMENTS	WEIGHTS %
	 Process Design & Improvement Change Impact Monitoring & Evaluation 	
Governance Leadership	Policy FormulationRisk and Compliance ManagementCooperative Governance	20
COR	E COMPETENCIES Moral Competence	
	Planning and Organizing Analysis and Innovation	
Knowledg	-	
	1	
R	esult and Quality Focus	
TOTAL		100

7 EVALUATING PERFORMANCE

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

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(c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CRs

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

7.5.3 Overall rating

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

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

Overall Performance	Rating	Performance Score
Unacceptable Performance Performance does not meet the standard expected for the job. The employee has failed to demonstrate the commitment level expected in the job despite management efforts to encourage improvement.	1	59% and below
Performance Not Fully Effective Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job.	2	60 – 69 %
Performance Fully Effective Performance fully meets the standards expected in all areas of the job	3	70 – 79 %
Performance Significantly Above Expectations / Exceptional Performance Performance is significantly higher than the standard	4	80 – 89 %

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Overall Performance	Rating	Performance Score
expected in the job.		
Outstanding Performance		
Performance far exceeds the standard expected of an employee at this level.	5	90 – 100 %

- 7.7 For purposes of evaluating the annual performance of managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established
 - 7.7.1 Municipal Manager;
 - 7.7.2 Chairperson of the Performance Audit Committee;
 - 7.7.3 Member of the Mayoral Committee; and
 - 7.7.4 Municipal Manager from another Municipality/ or a technical expect of an equivalent position.

8 SCHEDULES FOR PERFORMANCE REVIEWS

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

- 8.2 The Employer shall keep a record of all formal and informal reviews, including the midyear review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

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

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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	Remuneration Progression
		Expectations/ Exceptional Performance	5% - 9% of Total Package
5.	90% - 100%	Outstanding Performance	Remuneration Progression
1,11	New Park Control		10% - 14% of total package

- 12.4 In the case of unacceptable performance, the Employer shall -
 - 12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
 - 12.4.2 After appropriate counseling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

13 DISPUTE RESOLUTION

- 13.1 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provide for, shall be mediated by –
- 13.1.1 The Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2 Any other person appointed by the Executive Mayor.
- 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.

Thus done and signed at Krugers deep on this the 31 day of 2023

AS WITNESSES:

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ECONOMIC DEVELOPMENT SERVICES

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MUNICIPAL MANAGER

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BASELINE				100%						390	
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RESPONSIB LE PERSON			Executive	Economic Development Services			Executive	Economic Development	0 0 0 0 0 0	
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PLANNIN G LEVEL				Executive Manager: Output			=	Manager: Output		



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INDIVIDUAL PERFORMANCE MEASUREMENT	1= 59% and below implementation of departmental mitigation actions on the Strategic Risk Register	2= 60% - 69% implementation of departmental mitigation actions on the Strategic Risk Register	Risk Quarterly departmental mitigation actions on eport from M&E the Strategic Risk Register	4= 80% - 89% implementation of departmental mitigation actions on the Strategic Risk Register	5= 90% - 100% implementation of departmental mitigation actions on the Strategic Risk Register		INDIVIDUAL PERFORMANCE MANAGEMENT	1= 59% and below achievement against target set	2=60-69% achievement against target set	3= 70-79% achievement against target set	4= 80-89% achievement against larget set	5= 90-100% achievement against
TYPE OF EVIDENCE PER QUARTER		K	Risk Quarterly dreport from M&E tr	 			TYPE OF EVIDENCE PER QUARTER			Q1-Q4: EPWP		
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								\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	10 days		1=14 days and more taken to attend to employees grievances from time of submission	
			Days taken to					92	10 days		2=13 days taken to attend to employees grievances from time of submission	Executive
Executive Manager:	Labour disputes	All Wards		10%	Days	New target	10 days		-	Attendance Register / Minutes /	3=12 days taken to attend to employees grievances from time of submission	Manager: Economic Development
Output			prescribed timelines (Step 2)					e G	10 days		4=11days taken to attend to employees grievances from time of submission	Services
								90	10 days		5= 10 days taken to attend to employees grievances from time of submission	
Total = 100%	8											
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Change Leadership	10	% Change Management Plans Implementation Number of monthly management meetings held per year	1=59% and Below Implementation 2=60-69% Implementation 3=70-79% Implementation 4=80-89% Implementation 5=90-100% Implementation 1= 4 meetings 2= 6 meetings 3= 8 meetings 4= 10 meetings 5= 12 meetings	Change Management Plans (BCPs) implemented Agenda and Attendance Register of departmental meetings
	5	Number of quartely staff meetings	1= No meeting 2= 1 meetings 3= 2 meetings 4= 3 meetings 5= 4 meetings	Agenda and Attendance Register of departmental meetings
Governance Łeadership	10	Revision and Development of Policies (e.g. LED, CEF)	1=59% and Below implementation 2=60-69% implementation 3=70-79% implementation 4=80-89% implementation 5=90-100% implementation	Proof of inputs provided (emails submissions) Revised and Developed Policies vs Policies submitted to Council in the 2021/2022 financial year
	10	% Implementation of the annual risk management implementation plan	1=59% and Below Implementation 2=60-69% Implementation 3=70-79% Implementation 4=80-89% Implementation 5=90-100% Implementation	Dashboard Risk Management Reports from M&E
Total=100	<u></u>			
Signed and Accepted by the E	xecutive Mana	ger: Economic Development Services		
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Nomkita Fani	(14	2507 /		
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Approved by the Municipal Ma	anager	(/ White		
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SURNAME	NOMKITA		NAME	FANI		
POSITION	EXECUTIVE MANAGER: E	EDS	REPORT TO	MUNICIPAL MANAGER	-	- CONTRACTOR AND
SALARY LEVEL	2		SALARY BAND	S56		
DEPARTMENT	ECONOMIC DEVELOPMENT SERVICES	IT SERVICES	FINANGIAL YEAR	2022/2023		
Competency area to be developed	Specific development objectives (what to achieve)	Competency indicators (evidence of development)	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	 Change Vision & Strategy Process Design & Improvement Change Impact Monitoring & Evaluation 	Portfolio of evidence as required by the Training institution.	Short course NQF 6	Training through a service provider	Service provider to be appointed.	Trainer
Program and Project Management	 Program & Project Planning and Implementation Service Delivery Management. Program & Project Monitoring & Evaluation 	Portfolio of evidence as required by the Training institution.	Short course NQF 6	Training through a service provider	Service provider to be appointed.	Trainer
Financial Management	 mSCOA implementation aligned to the budgeting process. Standard for Infrastructure Procurement and Delivery Management Procurement Procurement implementation. 	Portfolio of evidence as required by the Training institution.	Short course NQF 6	Training through a service provider	Service provider to be appointed.	Trainer
EMPLOYEE SIGNATURE	Noter		MM's SIGNATURE	Juny C	DATE	31 March 300



