



Mogale City

Local Municipality

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAKHOSANA MSEZANA

AND

EXECUTIVE MANAGER: COMMUNITY DEVELOPMENT SERVICES

LOVEY ADOLPHINA MODIBA

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 DECEMBER 2022 TO 30 JUNE 2023

1

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN

MOGALE CITY LOCAL MUNICIPALITY herein represented by **M. MSEZANA** as the **MUNICIPAL MANAGER** (hereinafter referred to as the Employer or Supervisor)

And

Adolphina Lovey Modiba as the **EXECUTIVE MANAGER; COMMUNITY DEVELOPMENT 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, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014 as well as the Contract of Employment entered into between the parties;

2022/2023 Performance Management Agreement entered into by and between Municipal Manager:

M. Msezana and Executive Manager: Community Development Services: Adolphina Lovey Modiba Page 2

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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

- 3.1 This Agreement will commence on the **01 DECEMBER 2022** and will remain in force until **30 JUNE 2023**; 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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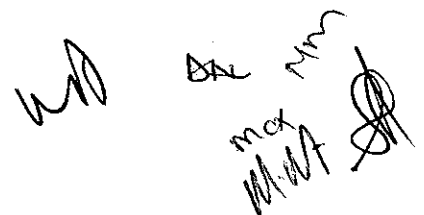
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target and weightings.
- 4.3 The key 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.
- 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.

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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 A), which are linked to the KPA's (as outlined within the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006), 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	45%
Financial Management and Viability	18%
Good Governance & Public Participation	22%
Local Economic Development	5%
Municipal Transformation & Organizational Development	10%
Total	100%

- 6.4 The Leading & Core Competencies will make up the other 20% of the Employee's assessment score. The competency framework consists of six (6) leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.

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

LEADING COMPETENCY REQUIREMENTS		WEIGHTS %
Strategic Direction and Leadership	<ul style="list-style-type: none">• Impact and influence• Institutional Performance Management• Strategic Planning and Management• Organizational Awareness	10
People Management & Empowerment	<ul style="list-style-type: none">• Human Capital Planning & Development• Diversity Management• Employee Relations Management• Negotiation and Dispute Management	10
Program & Project Management	<ul style="list-style-type: none">• Program & Project Planning and Implementation• Service Delivery Management• Program & Project Monitoring & Evaluation	25
Financial Management	<ul style="list-style-type: none">• Budget Planning & Execution• Financial Strategy & Delivery	20

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LEADING COMPETENCY REQUIREMENTS		WEIGHTS %
	<ul style="list-style-type: none">Financial Reporting & Monitoring	
Change Leadership	<ul style="list-style-type: none">Change Vision & StrategyProcess Design & ImprovementChange Impact Monitoring & Evaluation	20
Governance Leadership	<ul style="list-style-type: none">Policy FormulationRisk and Compliance ManagementCooperative Governance	15
CORE COMPETENCIES		-
Moral Competence		
Planning and Organizing		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Result 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:

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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 *ad 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 Competencies

- (a) Each competency 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 competency
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final competency 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 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%

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- 8.2 The Employer shall keep a record of all formal and informal reviews, including the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 8.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall –

10.1.1 create an enabling environment to facilitate effective performance by the Employee;

10.1.2 provide access to skills development and capacity building opportunities;

10.1.3 work collaboratively with the Employee to solve problems and solutions to common problems that may impact on the performance of the Employee;

10.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and

10.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this agreement.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –

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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.

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 PHUMPHAP on this the 31st day of JANUARY 2023

AS WITNESSES:

1. [Signature]

[Signature]
EMPLOYEE (Executive Manager:
Community Development Services)

2. NMmasuku

Thus done and signed at PHUMPHAP on this the 31st day of JANUARY 2023

AS WITNESSES:

1. [Signature]

[Signature]
EMPLOYER
(Municipal Manager)

2. [Signature]

[Signature]

[Signature]
M.M.

Outcome 9: Responsive, accountable, effective and efficient local government system												
NDP Chapter: Building a professional capable citizen focused public service NDP Chapter 13												
To provide sustainable services to the community												
DEPARTMENT: COMMUNITY DEVELOPMENT SERVICES												
KPA: SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT 45%												
PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	TYPE OF EVIDENCE PER QUARTER	RESPONSIBLE PERSON	INDIVIDUAL PERFORMANCE MEASUREMENTS
Executive Manager: Output	Public Safety	All Wards	Number of roadblocks conducted	6%	Number	2980	*2869	Q1	600	Quarterly report and roadblock spreadsheet	Executive Manager: Community Development Services	1=59% and below achievement against target set
								Q2	650			2=60-69% achievement against target set
								Q3	625			3=70-79% achievement against target set
								Q4	625			4=80-89% achievement against target set
		All Wards	No. of Roads Safety Campaigns conducted	6%	Number	120	120	Q1	30	Quarterly reports and attendance registers	Executive Manager: Community Development Services	1=59% and below achievement against target set
								Q2	30			2=60-69% achievement against target set
								Q3	30			3=70-79% achievement against target set
								Q4	30			5=90-100% achievement against target set
*Roadblocks conducted - The annual target is a some of midyear cumulative performance of 1619 plus the 3rd and 4th Qtr torders (1619 + 625+ 625 equals to 2869)												

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Executive Manager: Output	All Wards	No of households registered for indigent support	6%	Number	3500	*4704	Q1	600	Quarterly Report and Campaign Attendance Registers	Executive Manager: Community Development Services	1=59% and below achievement against target set	
								Q2			600	2=60-69% achievement against target set
								Q3			1150	3=70-79% achievement against target set
								Q4			1150	4=80-89% achievement against target set
								1=59% and below achievement against target set				
Executive Manager: Output	All Wards	No. Social Development programmes implemented	6%	Number	25	*25	Q1	5	Quarterly report	Executive Manager: Community Development Services	1=59% and below achievement against target set	
								Q2			5	2=60-69% achievement against target set
								Q3			5	3=70-79% achievement against target set
								4=80-89% achievement against target set				
								5=90-100% achievement against target set				
*No of Households registered - The annual target is a some of midyear cumulative performance of 1619 plus 3rd and 4th Targets (2404 plus 1150 + 1150 equals to 4704) *SD Programmes - The annual target is a some off midyear cumulative performance of 14 plus 3rd target of and 4th Qtr of 6 (14 plus 5 plus 6 is equals to 25)												
Executive Manager: Output	All Wards	No. of Sports ad Recreation programmes implemented	7%	Number	4	4	Q1	1	Quarterly Reports, Attendance register and photos	Executive Manager: Community Development Services	1=59% and below achievement against target set	
								Q2			1	2=60-69% achievement against target set
								Q3			1	3=70-79% achievement against target set
								Q4			1	4=80-89% achievement against target set
								5=90-100% achievement against target set				
Executive Manager: Output	All Wards	No. of Library programmes implemented	7%	Number	8	8	Q1	2	Quarterly Reports, Attendance register and photos	Executive Manager: Community Development Services	1=59% and below achievement against target set	
								Q2			2	2=60-69% achievement against target set
								Q3			2	3=70-79% achievement against target set
								4=80-89% achievement against target set				
								5=90-100% achievement against target set				
Executive Manager: Output	All Wards	No. of Heritage, Arts and Culture programmes implemented	7%	Number	7	7	Q1	1	Quarterly Reports, Attendance register and photos	Executive Manager: Community Development Services	1=59% and below achievement against target set	
								Q2			2	2=60-69% achievement against target set
								Q3			2	3=70-79% achievement against target set
								4=80-89% achievement against target set				
								5=90-100% achievement against target set				

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KPA: FINANCIAL MANAGEMENT AND VIABILITY 18%										
Executive Manager: Output	Grants expenditure	All Wards	% expenditure on the SACR grant	9%		%	93%	100%	Q1	1-59% and below achievement against target set
									Q2	2-60-69% achievement against target set
									Q3	3-70-79% achievement against target set
									Q4	4-80-89% achievement against target set
										5-90-100% achievement against target set
Executive Manager: Output	Grants expenditure	All Wards	% expenditure on HIV grant	9%		%	New target	100%	Q1	1-59% and below achievement against target set
									Q2	2-60-69% achievement against target set
									Q3	3-70-79% achievement against target set
									Q4	4-80-89% achievement against target set
										5-90-100% achievement against target set

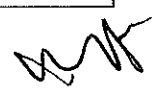
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KPA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION 22%

PLANNING LEVEL	MISCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/ PROJECT MILESTONE	TYPE OF EVIDENCE PER QUARTER	RESPONSIBLE PERSON	INDIVIDUAL PERFORMANCE MEASUREMENTS
Executive Manager: Output	AG Audit Action plans	All Wards	% implementation of AG Audit Action plans	8%	Percentage	100%	100%	Q1	-	Audited OPCA Pane	Executive Manager: Community Development Services	1=59% and below achievement against target set
								Q2	-			2=60-69% achievement against target set
								Q3	-			3=70-79% achievement against target set
								Q4	100%			4=80-89% achievement against target set
Executive Manager: Output	Licencing services	All Wards	Number of licencing services processed on the eNATIS system	7%	Number	4	4	Q1	4	eNATIS System report	Executive Manager: Community Development Services	1=59% and below achievement against target set
								Q2	4			2=60-69% achievement against target set
								Q3	4			3=70-79% achievement against target set
								Q4	4			4=80-89% achievement against target set
Executive Manager: Output	Risk Management	All Wards	% implementation of departmental mitigation actions on the Strategic Risk Register	7%	Percentage	100%	100%	Q1	40%	Dashboard from Risk on the Implementation of the Risk Management	Executive Manager: Community Development Services	1=59% and below achievement against target set
								Q2	60%			2=60-69% achievement against target set
								Q3	75%			3=70-79% achievement against target set
								Q4	100%			4=80-89% achievement against target set
												5=90-100% achievement against target set

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KPA: LOCAL ECONOMIC DEVELOPMENT 5%										
PLANNING LEVEL	MSCOA PROJECT	WARDS TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	TYPE OF EVIDENCE PER QUARTER
Executive Manager: Output	Youth exposure to employment	All Wards	No. of youth opportunities created	5%	Number	200	179	Q1		Signed Monthly Payment Requisition and Reports
								Q2		
								Q3		
								Q4	179	
KPA: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT 10%										
Executive Manager: Output	Labour disputes	All Wards	Days taken to attend to employee grievances within the prescribed timelines (Step 2)	10%	Days	New target	10 days	Q1	10 days	Copy of grievances and mail book to HR
								Q2	10 days	
								Q3	10 days	
								Q4	10 days	
TOTAL: 100 %										
KPA: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT 10%										
Executive Manager: Output	Labour disputes	All Wards	Days taken to attend to employee grievances within the prescribed timelines (Step 2)	10%	Days	New target	10 days	Q1	10 days	Copy of grievances and mail book to HR
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TOTAL: 100 %										
KPA: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT 10%										
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Financial Management	10	% Reduction of Unauthorized Irregular Fruitless (UIF) expenditure	1= 20% and more increase of UIF	Quarterly UIWF report; Annual UIWF report; MPAC report on UIWF
			2= 10% increase of UIF	
			3= 10% reduction of UIF	
			4= 20% reduction of UIF	
			5= 30% reduction of UIF	
Financial Management	5	% of opex budget spent at the end of financial year	1= 82% Spent	1 July 2022 to 30 June 2023 In year monitoring report
			2= 84% Spent	
			3= 86% Spent	
			4= 98% Spent	
			5= 100% Spent	
	5	% of grant funded capital budget spent at the end of financial year	1= 82% Spent	1 July 2022 to 30 June 2023 In year monitoring report
			2= 84% Spent	
			3= 86% Spent	
			4= 98% Spent	
			5= 100% Spent	
	10	% Change Management Plan developed and implemented	1=89% and Below implementation	Change Management Plan for the projects developed and implemented
			2=80-89% implementation	
			3=70 - 79% implementation	
			4=80-89% implementation	
			5=90-100% implementation	
Change Leadership	5	Number of monthly management meetings held per year	1= 4 meetings	Agenda and Attendance Register of departmental meetings
			2= 6 meetings	
			3= 8 meetings	
			4= 10 meetings	
			5= 12 meetings	
	5	Number of quarterly staff meetings	1= No meeting	Agenda and Attendance Register of departmental meetings
			2= 1 meetings	
			3= 2 meetings	
			4= 3 meetings	
			5= 4 meetings	

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Governance Leadership	10	Revision and Development of Policies	1=59% and Below submission of comments within timeframe set 2=60-69% submission of comments within timeframe set 3=70-79% submission of comments within timeframe set 4=80-89% submission of comments within timeframe set 5=90-100% submission of comments within timeframe set	Revised and Developed Policies vs Policies submitted to Council in the 2022/2023 financial year for Approval
	5	% Implementation of the Annual Risk Management Implementation plan	1=59% and Below implementation of departmental risk mitigation measures 2=60-69% implementation of departmental risk mitigation measures 3=70-79% implementation of departmental risk mitigation measures 4=80-89% implementation of departmental risk mitigation measures 5=90 - 100% implementation of departmental risk mitigation measures	Dashboard Risk Management Reports from M&E
Total 100				

Signed and Accepted by the Executive Manager: Community Development Services

Ms. Levey Modiba:



Date:

31.01.2023


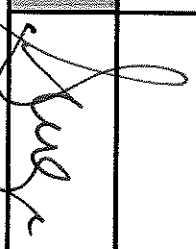
Approved by the Municipal Manager

Makhosana Msezana:



Date:

31/01/2023

SURNAME	MODIBA		NAME	LOVEY		
POSITION	EXECUTIVE MANAGER: CDS		REPORT TO	MUNICIPAL MANAGER		
SALARY LEVEL	2		SALARY BAND	S56		
DEPARTMENT	COMMUNITY DEVELOPMENT SERVICES		FINANCIAL YEAR	2022/23		
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)
N/A						
EMPLOYEE SIGNATURE			MM's SIGNATURE			
				DATE	31/01/2023	