



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

ACTING EXECUTIVE MANAGER: OPERATIONS MANAGEMENT

TSHEPO VICTOR LEGODI

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2023 TO 30 JUNE 2024

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PERFORMANCE 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

Tshepo Victor Legodi as the **Acting Executive Manager: Operations 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 Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Management Plan (Annexure A);

2023/2024 Performance Management Agreement entered into by and between the Municipal Manager:
Makhosana Msezana and Acting Executive Manager: Tshepo Legodi

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- 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 **01 JULY 2023** and will remain in force until **30 JUNE 2024**; 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.

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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 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 Competency Requirements (CRs)(Leading & Core Competencies) 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 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 Performance Areas (KPA's)	Weightings
Good Governance and Public Participation	80%
Municipal Transformation and Organizational Development	20%
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	<ul style="list-style-type: none"> Impact and influence Institutional Performance Management Strategic Planning and Management Organizational Awareness 	20
Program & Project Management	<ul style="list-style-type: none"> Program & Project Planning and Implementation Service Delivery Management Program & Project Monitoring & Evaluation 	20
Financial Management	<ul style="list-style-type: none"> Budget Planning & Execution Financial Strategy & Delivery Financial Reporting & Monitoring 	20
Change Leadership	<ul style="list-style-type: none"> Change Vision & Strategy Process Design & Improvement Change Impact Monitoring & Evaluation 	20
Governance Leadership	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	20

LEADING COMPETENCY REQUIREMENTS	WEIGHTS %
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 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;

(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

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- (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
<p>Unacceptable Performance</p> <p>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.</p>	1	0% - 59%
<p>Performance Not Fully Effective</p> <p>Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job.</p>	2	60% – 69 %
<p>Performance Fully Effective</p> <p>Performance fully meets the standards expected in all areas of the job</p>	3	70% – 79 %
<p>Performance Significantly Above Expectations / Exceptional Performance</p> <p>Performance is significantly higher than the standard expected in the job.</p>	4	80% – 89 %

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Overall Performance	Rating	Performance Score
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 2023	October 2023
Second Quarter	October – December 2023	January 2024
Third Quarter	January – March 2024	April 2024
Fourth Quarter	April – June 2024	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 generate 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 –

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	<ul style="list-style-type: none">• Remuneration Progression• 5% - 9% of Total Package
5.	90% - 100%	Outstanding Performance	<ul style="list-style-type: none">• Remuneration Progression• 10% - 14% of total package

- 12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) subject to a fully effective performance assessment results and above.
- 12.4 In the case of unacceptable performance, the Employer shall –
- 12.4.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.4.2 after appropriate counseling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

13 DISPUTE RESOLUTION

- 13.1 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provide for, shall be mediated by –
- 13.1.1 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.

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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 Krugersdorp on this the 25th day of July 2023

AS WITNESSES:

1. Makhosana

Legodi
ACTING EXECUTIVE MANAGER:
OPERATIONS MANAGEMENT

2. Makhosana

Thus, done and signed at Krugersdorp on this the 25th day of July 2023

AS WITNESSES:

1. Debus

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MUNICIPAL MANAGER

2. Muller

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National Outcome Outcome 9 Responsive accountable effective and efficient local government system
 NDP Chapter Building a professional capable citizen focused public service NDP Chapter 13
 Strategic Goal To ensure accountable governance within the municipality

DEPARTMENT: Internal Audit

KPA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION: 80%

PLANNING LEVEL	MSCOA PROJECT	WARD TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	TYPE OF EVIDENCE PER QUARTER	INDIVIDUAL PERFORMANCE MANAGEMENT	RESPONSIBLE PERSON
Executive Manager's Output	SMS - Strategic Planning	All Wards	Number of Strategic planning review conducted	20%	Number	0	1	Q1		Strategic plan and attendance register	1= conducted by end August 2024	Acting Executive Manager: Operations Management
								Q2			2= conducted by End July 2024	
								Q3			3= conducted by end June 2024	
								Q4	1		4= conducted by end May 2024 5= conducted by end April 2024	
Executive Manager's Output	SMS-IDP (Tabling of the IDP)	All Wards	Number of public participation sessions conducted	450%	Number	19	19	Q1		Q4 IDP public participation schedule and attendance register	1=Less than 14 sessions conducted 2= 14-18 sessions conducted 3= 19 IDP sessions conducted 4= 20-25 sessions conducted 5=More than 25 sessions conducted	Acting Executive Manager: Operations Management
								Q2				
								Q3				
								Q4	19			
Executive Manager's Output	AG Action Plans	All wards	% implementation of AG Audit Action plans	10%	%	New Target	85%	Q1		Q3-Q4: Internal Audit assessed OPCA para	1= Less than 70% implemented 2= 70%-84% implemented 3= 85% implemented 4= 86%-95% implemented 5= 96%-100% implemented	Acting Executive Manager: Operations Management
								Q2				
								Q3	85%			
								Q4	85%			
Executive Manager's Output	Risk Management	All Wards	% implementation of departmental mitigation actions on the Strategic Risk Register	10%	%	100%	100%	Q1		Q1-Q4: Strategic Risk report	1= Less than 80% implemented 2= 80%-99% implemented 3= 100% implemented 4= 100% implemented one month before quarter end 5= 100% implemented two(2) months before quarter end	Acting Executive Manager: Operations Management
								Q2				
								Q3	100%			
								Q4	100%			

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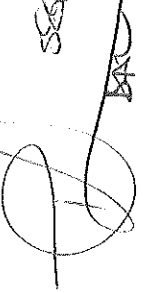
PLANNING LEVEL	MSCOA PROJECT	WARD TO BENEFIT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	TYPE OF EVIDENCE PER QUARTER	INDIVIDUAL PERFORMANCE	RESPONSIBLE PERSON
KPA: MUNICIPAL TRANSFORMATION & ORGANISATIONAL DEVELOPMENT: 20%												
Executive Manager Output	Performance Management	All Wards	Number of Managers performance review sessions conducted	10%	Number	New target	2	Q1	-		1= less than 3 review sessions concluded	Acting Executive Manager: Operations Management
								Q2	1		2= 3 review sessions concluded	
								Q3	-		3= 4 reviews sessions concluded	
								Q4	1		4= review sessions concluded, 50% of managers achieved 90% of their planned targets 5= review sessions concluded, 50% of managers achieved 100% of their planned targets	
Executive Manager Output	Labour Disputes	All Wards	% of labour disputes (grievances) finalised internally	10%	%	TBC	100%	Q1			1= Less than 80% constructed	Acting Executive Manager: Operations Management
								Q2			2=80% - 99% constructed	
								Q3			3=100 % constructed	
								Q4	100%		4= 100% constructed one month before quarter end 5= 100% constructed two months before quarter end	
Total = 100 %												
Signed and Accepted by the Acting Executive Manager: Operations Management												
Tshepo Legodi										Date: 28/07/2023		
Approved by the Municipal Manager												
Makhosana Msezana										Date: 28/07/2023		

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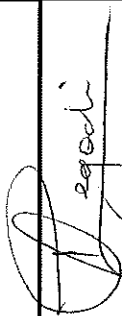

CORE MANAGERIAL COMPETENCIES	WEIGHTING	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
Strategic direction & leadership	20	No. of Individual Performance Agreements conducted with Managers 31 August 2023	1= 3 Performance Management Agreements signed after the 30/09/2023	Four (4) 2023/2024 Performance Management Agreements conducted with Managers
			2= 3 Performance Management Agreements signed after the 15/09/2023	
			3= 3 Performance Management Agreements signed by the 31/08/2023	
			4= 3 Performance Management Agreements signed by the 20/08/2023	
			5= 3 Performance Management Agreements signed by the 10/08/2023	
Program and Project Management	20	% implementation of the Service Delivery Budget Implementation Plan	1= 59% and below implementation of the SDBIP	SDBIP Quarterly Performance Reports from Monitoring and Evaluation Division
			2= 60-69% implementation of the SDBIP	
			3= 70-79% implementation of the SDBIP	
			4= 80-89% implementation of the SDBIP	
			5= 90-100% implementation of the SDBIP	
Financial Management	10	% Reduction of Unauthorized Irregular Wasteful Fruitless Expenditure (UIWFE)	1= 0 - 54% reduction on the UIWFE	Quarterly UIWFE report to Council
			2= 55 -64% reduction on the UIWFE	
			3= 65 - 74% reduction on the UIWFE	
			4= 75 - 89% reduction on the UIWFE	
			5= 90 - 100% reduction including no UIWFE expenditure incurred	
	10	% of opex budget spent at the end of financial year	1= 92% Spent	1 July 2022 to 30 June 2023 in year monitoring report
			2= 94% Spent	
			3= 96% Spent	
			4= 98% Spent	
			5= 100% Spent	

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Change Leadership	10	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	
Governance Leadership	10	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	
Governance Leadership	10	Revision and Development of Policies	1=59% and Below submission of comments within timeframe set	Revised and Developed Policies vs Policies submitted to Council in the 2023/2024 financial year for Approval
			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	
Governance Leadership	10	% implementation of departmental mitigation actions on the Operational Risk	1=59% and Below implementation	Quarterly progress reports submitted on the implementation of Operational Risk Management
			2=60-69% implementation	
			3=70-79% implementation	
			4=80-89% implementation	
			5=90-100% implementation	
Total=100				
Signed and Accepted by the Acting Executive Manager: Operations Management				
Tshepo Legodi			Date: 28/07/2023	
Makhosana Msezana			Date: 28/07/2023	

SURNAME	LEGODI	NAME	TSHEPO
POSITION	ACTING EXECUTIVE MANAGER	REPORT TO	MUNICIPAL MANAGER
SALARY LEVEL	2	SALARY BAND	S56
DEPARTMENT	OPERATIONS MANAGEMENT	FINANCIAL YEAR	2023/2024
Competency area to be developed	Specific development objectives (what to achieve)	Competency indicators (evidence of development)	Development review and assessment (Individual, Expert Trainer & Coach)
Financial Management	mSCOA implementation aligned to budgeting process	Certificate of completion issued by an accredited training provider	Development review and assessment: Training provider
EMPLOYEE SIGNATURE		Formal training	Support required (e.g. coaching)
		Availability of funding for the training	Sign-off review and assessment (Individual, Expert Trainer & Coach)
		MM's SIGNATURE	DATE
			25/07/2023

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