



LESEDI LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE LESEDI LOCAL MUNICIPALITY

AS REPRESENTED BY THE EXECUTIVE MAYOR

LERATO FRANCINA MALOKA

AND

S'BUSISO DLAMINI

**THE EMPLOYEE OF THE MUNICIPALITY IN HIS
CAPACITY AS THE ACTING MUNICIPAL MANAGER**

FOR THE

YEAR: 01 JULY 2020- UNTIL 30 JUNE 2021

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- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 26 March 2020 and will remain in force until 30 June 2020.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 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.
- 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, Service Delivery and Budget Implementation Plan (SDBIP) as annexure hereto, and the Budget of the **Employer**, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.2.1 The key objectives describe the main tasks that need to be done.
- 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 4.2.3 The target dates describe the timeframe in which the work must be achieved.
- 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 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.

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- 5.7 In the case of managers directly accountable to the municipal manager, key performance areas related to the functional area of the relevant manager, must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The CCRs will make up the other 20% of the **Employee's** assessment score. CCRs that are deemed to be most critical for the **Employee's** specific job should be selected ('1) from the list below as agreed to between the **Employer** and **Employee**. Three of the CCRs are compulsory for Municipal Managers:

Core Competency Requirements (CCR) for employees:

Core Managerial Competencies (CMC)	Selected CMC/COC	Weight
Strategic Capability and Leadership	✓	10%
Programme and Project Management	✓	5%
Financial Management	compulsory	10%
Change Management	✓	5%
Knowledge Management	✓	5%
Service Delivery Innovation	✓	5%
Problem Solving and Analysis	✓	5%
People Management and Empowerment	compulsory	5%
Client Orientation and Customer Focus	compulsory	10%
Communication	✓	5%
Honesty and Integrity	✓	5%
Core Occupational Competencies (COC)		
Competence in Self-Management	✓	5%
Interpretation of and implementation within the legislative and national policy frameworks	✓	5%
Knowledge of developmental government		
Knowledge of Performance Management and Reporting	✓	5%
Knowledge of global and South African specific political, social and economic contexts		
Competence in policy conceptualisation, analysis and implementation	✓	2.5%
Knowledge of more than one functional municipal field / discipline	✓	5%
Skills in Mediation	✓	2.5%

6.5.3 Overall rating

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

6.6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and CCRs:

Rating	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
2	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. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.



Employee's performance.

- 7.4 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.
- 7.5 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. The **Employer** shall inform the **Employee** of the Performance Management System implemented and the outcome thereof will reflect in the Performance Cycle Reports and the performance Annual Report of the particular financial year.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is as follows:

No.	Development Objectives	Priority High (H), Medium (M) Low (L)	Intervention/ Course Name	Resources/ Support	Target Date (for achieving objectives)
1.	Private Public Partnership	H	Executive Leadership Development Program	Accounting Officer	30 September 2020
2.	Risk Management	H	Project Management Program	Accounting Officer	30 March 2021
3.	Performance Management & Reporting	M	Performance Management Program	Accounting Officer	June 2021

9. OBLIGATIONS OF THE EMPLOYER

- 9.1 The Employer shall -
- 9.1.1 create an enabling environment to facilitate effective performance by the employee;
- 9.1.2 provide access to skills development and capacity building opportunities;
- 9.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
- 9.1.4 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
- 9.1.5 make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him I her to meet the performance objectives and

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relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by -

12.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or

12.1.2 any other person appointed by the MEC.

12.1.3 In the case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in regulation 33 of the Municipal Performance Regulations, updated 2017, within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply

13. GENERAL

13.1 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**.

13.2 Nothing in this agreement diminishes the obligations, duties or accountability 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.

13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

14. SIGNATURE SECTION

Thus done and signed at Lesedi Local Municipality on this the 29th day of July 2020.



Acting Municipal Manager



Executive Mayor