



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

GUGULETHU ABIGAIL THIMANE

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

FOR THE

YEAR: 01 JULY 2019 - UNTIL 30 SEPTEMBER 2020

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PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

The Lesedi Local Municipality herein represented by Lerato Franscina Maloka (full names) in her capacity as the Executive Mayor {hereinafter referred to as the Employer or Supervisor} and Gugulethu Abigail Thimane as the Acting Municipal Manager {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 Parties".
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 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.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

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) and (5) of the Act as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) as annexure hereto, and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and

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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 01 July 2019 and will remain in force until 30 September 2019.
- 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. 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**.
- 5.4 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.
- 5.5 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.
- 5.5.1 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) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.
- 5.6 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% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA)	Weighting
Basic Service Delivery	0%
Institutional Transformation	20%
Local Economic Development	0%
Financial Management	40%
Good Governance and Public Participation	40%
Total	100%

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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%

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Skills in Governance	✓	5%
Competence as required by other national line sector departments		
Exceptional and dynamic creativity to improve the functioning of the municipality		
Total percentage		100%

6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (**Annexure A**) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the **Employee's** performance; and
- 6.1.2 the intervals for the evaluation of the **Employee's** performance.
- 6.2 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.
- 6.3 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.
- 6.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.
- 6.5 The annual performance appraisal will involve:
- 6.5.1 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 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.
- 6.5.2 Assessment of the CCRs**
- (a) Each CCR 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 CCR.
- (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CCR score.

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.

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1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.
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6.7 For purposes of evaluating the mid-term and annual performance of managers directly accountable to the municipal manager, an evaluation panel constituted of the following persons must be established -

6.7.1 Municipal Manager;

6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and

6.7.4 Municipal manager from another municipality.

6.8 Performance Monitoring and Reporting Section must provide secretariat services during the performance appraisals.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each Employee in relation to his / 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:

First quarter

July - September 2019

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **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.	Strategic Leadership	H	Executive Leadership Development Program	Accounting Officer	December 2019
2.	Program & Project Management	H	Project Management Program	Accounting Officer	December 2019
3.	Performance Management & Reporting	M	Performance Management Program	Accounting Officer	December 2019

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 targets established in terms of this Agreement.

10. CONSULTATION

10.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others -

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- 10.1.1 a direct effect on the performance of any of the **Employee's** functions;
- 10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
- 10.1.3 a substantial financial effect on the **Employer**.
- 10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of within 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:
 - 11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
 - 11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%
- 11.3 In the case of unacceptable performance, the **Employer** shall -
 - 11.3.1 provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
 - 11.3.2 after appropriate performance counselling 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.

12. DISPUTE RESOLUTION

- 12.1 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 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

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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

This done and signed at Lesedi Local Municipality on this the 27 day of August 2019.



Acting Municipal Manager



Executive Mayor

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ANNEXURE A: Performance Scorecard Office of the Municipal Manager

Municipal Manager: Scorecard 2019/2020

1. Strategic Objective: A1

Key Performance Area: A		Municipal Transformation and Organizational Development										
Strategic Objective: A1	Responsible Department	Key Indicator	IDP link	Baseline (Quarter 3, 2018/19)	Annual Target: By June 2020	Quarterly Targets for 2019/20				Indicator Description or Measure	Budget Allocation	Portfolio of Evidence
						Quarter 1	Quarter 2	Quarter 3	Quarter 4			
MIM		Number of Fraud and Corruption Workshops conducted.	A1	New	2	n/a	1	1	n/a	The indicator measures the number of workshops conducted in relation to Fraud and Corruption.	Running Costs	Attendance Registers.

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2. Strategic Objective A3

Key Performance Area: A		Municipal Transformation and Organizational Development									
Strategic Objective: A3		To ensure effective implementation of performance management.									
Responsible Department	Key Indicator	IDP link	Baseline (Quarter 3, 2018/19)	Annual Target: By June 2020	Quarterly Targets for 2019/20				Indicator Description or Measure	Budget	Portfolio of Evidence
					Quarter 1	Quarter 2	Quarter 3	Quarter 4			
MM	Number of quarterly performance assessment of HODs conducted within 45 days after the end of each quarter, in line with the PMS policy	A3.1	4	4	1	1	1	1	Indicator measures the number of Performance Assessments of the HODs facilitated and conducted by the MM.	R224 929	Quarterly Assessments Reports.

3. Strategic Objective D1

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Financial Viability and Management												
Key Performance Area: D	To manage municipal financial resources in order to ensure financial viability and sustainability of the municipality, and the alignment of the budget with the IDP and SDBIP.											
Strategic Objective: D1	Responsible Department	Key Indicator	IDP link	Baseline (Quarter 3, 2018/19)	Annual Target: By June 2020	Quarterly Targets for 2019/20				Indicator Description or Measure	Budget	Portfolio of Evidence
						Quarter 1	Quarter 2	Quarter 3	Quarter 4			
MM		% spent of Conditional Grants received.(cumulative)	D1	91%	100%	25%	50%	75%	100%	Grants spent against grants received.	R87 308 915	Grants expenditure report

4. Strategic Objective E1

Good governance and Public participation											
Key Performance Area: E	To instill good governance principles in all municipal operations including structures to manage risk, prevent fraud and corruption by strengthening compliance and accountability.										
Strategic Objective: E1											
Responsible Department	Key Indicator	IDP link	Baseline (Quarter 3, 2018/19)	Annual Target: By June 2020	Quarterly Targets for 2019/20				Indicator Description or Measure	Budget	Portfolio of Evidence
					Quarter 1	Quarter 2	Quarter 3	Quarter 4			
MM	Number of Strategic Risk quarterly reviews conducted.	E1.4	New	4	1	1	1	1	The indicator measures the number strategic risk reviews conducted.	Running Costs	Strategic Risk Review Report
MM	Number of strategic risk assessments conducted	E1.4	New	1	n/a	n/a	n/a	1	This indicator measures the assessment of the current risk to develop new register that will be reviewed in the next FY.	Running Costs	Strategic Risk register for 2020/21
MM	Submission of mid-year finance and	E1.4	1	1	n/a	n/a	1	n/a	This indicator measures compliance	Running Costs	Council Resolution

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	non- financial performance report to council by 25 January 2020	E1.4	1	1	n/a	n/a	n/a	n/a	n/a	with MFMA with regard to the preparation and submission of Mid-year report to Council 25 January 2020.	Running Costs	AFS, APR and Draft AR.
MM	Submission of AFS, annual performance report and draft annual report to AGSA for audit by 31 August 2019	E1.4	1	1	n/a	n/a	n/a	n/a	n/a	This indicator measures compliance with MFMA with regard to the preparation and submission of AFS, APR draft AR of to AGSA by 31 August 2019.	Running Costs	AFS, APR and Draft AR.
MM	Submission of final Annual Report to	E1	1	1	n/a	n/a	n/a	n/a	n/a	This indicator measures compliance with MFMA with regard to.	Running Costs	Council Resolution

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MM	Council by 31 January 2020.	E1.4	1	1	n/a	1	n/a	n/a	n/a	n/a	the preparation and submission of Annual report to Council by 31 January 2020.	Running Costs	Council resolution.
	Submission of audit action plan to Council by 31 January 2020.		1	1	n/a	1	n/a	n/a	n/a	n/a	This indicator measures compliance with MFMA with regard to the preparation and submission of audit action plan to Council by 31 January 2020.		