



LESEDI LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE LESEDI LOCAL MUNICIPALITY

**AS REPRESENTED BY THE ACTING MUNICIPAL
MANAGER**

GUGULETHU ABIGAIL THIMANE

AND

S'BUSISO GOODHOPE DLAMINI

**THE EMPLOYEE OF THE MUNICIPALITY IN HIS CAPACITY AS AN
EXECUTIVE MANAGER: LOCAL ECONOMIC DEVELOPMENT &
PLANNING**

FOR THE

YEAR: 1st OCTOBER 2019 - UNTIL 31st JUNE 2020

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PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

The Lesedi Local Municipality herein represented by Gugulethu Abigail Thimane (full names) in her capacity as an Acting Municipal Manager {hereinafter referred to as the Employer or Supervisor} and S'busiso Goodhope Dlamini as an Executive Manager: Local Economic Development & Planning and as Section 57 Employee of the 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 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
- 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 **01st OCTOBER 2019** and will remain in force until **31st 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.

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	10%
Institutional Transformation	10%
Local Economic Development	60%
Financial Management	10%

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Good Governance and Public Participation	10%
Total	100%

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

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Skills in Mediation		
Skills in Governance		
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.

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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 |
| Second quarter | October - December 2019 |
| Third quarter | January – March 2020 |
| Fourth quarter | April – June 2020 |
- 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

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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.	To ensure successful implementation of risk and change management.	M	Risk and change management workshops / training	Accounting Officer	31 December 2019
2.	Strategic Leadership	H	Strategic Management skills programme	Accounting Officer	31 March 2020

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 / her to meet the performance objectives and targets established in terms of this Agreement.

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10. CONSULTATION

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

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- 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 2014, within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.
- 12.2 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 01 day of 10 2019.



Executive Manager



Acting Municipal Manager

Key Performance Area: C		Local Economic Development and Planning									
Strategic Objective: C1		To facilitate growth and development of the local economy, through, amongst other things, partnerships with the private sector in order to generate opportunities for sustainable job creation and poverty reduction for the communities.									
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			
LEDP	Number of notices issued to discourage illegal land use	C1	new	100	10	25	35	30	Notices issued to illegal land use transgressors	Running costs	Illegal land use notices
LEDP	% of developmental objections resolved (cumulative)	C1	new	100%	5%	25%	60%	100%	Number of developmental objections resolved against received	Running costs	Municipal Planning Tribunal report

3.3.7 Strategic Objective D1

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Financial Viability and Management												
Key Performance Area: D	Strategic Objective: D1	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			
LEDP		Number of properties transferred.	D1	1500	1000	n/a	333	333	334	Number of municipal properties transferred to beneficiaries.	Running costs	Title deeds
LEDP		Number of occupational certificates issued.	D1	1500	1000	n/a	61	470	469	Number of houses completed and allocated to beneficiaries	Running costs	Happy Letters/Occupational certificates
LEDP		% of procurement spent and allocated to emerging enterprises.	C1	20%	30%	7.5%	7.5%	7.5%	7.5%	% budget spent on emerging enterprises	Running costs	Expenditure report

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3.38 Strategic Objective E1

Key Performance Area: E		Good governance and Public participation									
Strategic Objective: E1		To instill good governance principles in all municipal operations including structures to manage risk, prevent fraud and corruption by strengthening compliance and accountability.									
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			
LEDP	% of basic services complaints resolved against complaints received.	A1.1	100%	100%	100%	100%	100%	100%	The indicator measures the number of complaints resolved against received (complaints resolved ÷ complaints received x 100)	Running Costs	Complaints register
LEDP	Submission of the draft IDP by the 31 March 2019 and final IDP by the 31 May 2019 for approval by Council as legislated	E1/D1.1	2	2	n/a	n/a	1	1	Draft and final IDP approved by Council	Running costs	Council resolution
LEDP	Number of Operational Risk quarterly reviews conducted.	E1.4	New	4	1	1	1	1	The indicator measures the number of operational risk	Running Costs	Operational Risk Review Report

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LEDP	Number of operational risk assessments conducted	E1.4	New	1	1	n/a	n/a	n/a	n/a	1	n/a	n/a	reviews conducted.	Running Costs	Operational Risk register for 2019/20
LEDP	Submission of IDP process plan to Council on/ before 31 August 2019.	E1/D1.1	1	1	1	n/a	n/a	n/a	n/a	1	n/a	n/a	This indicator measures the assessment of the current risk to develop new register that will be reviewed in the current FY.	Running costs	Council resolution
LEDP	Number of progress reports for audit findings remedial action plan submitted to MM	E1	New	2	n/a	n/a	1	1	1	n/a	1	1	This indicator measures audit findings remedial action plan progress reports to be submitted. It is non-cumulative and measured in number	Running Costs	Progress reports

3.39 Strategic Objective E2

Key Performance Area: E		Good governance and Public participation									
Strategic Objective: E2		To ensure maximum participation of the community in their own development through organized structures									
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			
LEDP	Number of IDP engagements conducted with the public.	D1.1	12	12	n/a	n/a	6	6	Measures the number of IDP consultations, as per the MSA requirements.	Running Costs	Process plan & attendance register

