

PERFORMANCE AGREEMENT



Made and entered into by and between:

METSIMAHOLO LOCAL MUNICIPALITY

Adv. Leao Motlatsi Arnold Motokeng

Municipal Manager

and

Mr Hopolang Ishmael Lebusa

Chief Financial Officer

**For the financial year:
2022/2023**

(01 August 2022- 30 June 2023)

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ENTERED INTO BY AND BETWEEN:

and

WHEREBY IT IS AGREED AS FOLLOWS:

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".

1.3 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 as defined in the municipal Integrated Development Plan.

1.4 The parties wish to ensure that there is compliance with section 57 (1B); 57 (2A); 57 (2C) and 57 (5) of the Systems Act.

2.1 In this agreement, unless the context indicates otherwise-

a) An expression, which denotes any gender, includes the other genders, a natural person includes a judicial person and vice versa, and the singular includes the plural and vice versa;

as amended by the Regulations on Appointment and Conditions of Employment of Senior Managers (2014).

3.2 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) and the Budget of the municipality.

3.3 Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement

3.4 Monitor and measure performance against set targeted outputs;

3.5 Use the performance agreement and performance plan as the basis to assess whether the employee has met the performance expectations applicable to his job

3.6 In the event of outstanding performance, to appropriately reward the employee and

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

4. COMMENCEMENT AND DURATION

4.1 This agreement will commence on **01 August 2022** and will remain in force until **30 June 2023** thereafter a new Performance Agreement together with its Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year.

4.2 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 each financial year.

4.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

4.4 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.

4.5 If at any time during the validity of this agreement the work environment alters (whether as a result of government or council decision or otherwise) to the extent that the contents of this agreement are no longer appropriate, the contents shall immediately be revised.

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4.6 Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Systems Act, and Regulation 4(5) of the 2014 Regulations

5. PERFORMANCE OBJECTIVES

5.1 The Performance Plan (Annexure "A") sets out:

5.1.1 The performance objectives and targets that must be met by the Employee and

5.1.2 The time frames within which those performance objectives and targets must be met.

5.2 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) and the Budget of the Employer, shall include key objectives; key performance indicators, target dates and weightings.

5.2.1 The key objectives describe the main tasks that need to be done.

5.2.2 The Key Performance Indicators and unit of measures provide the details of the evidence that must be provided to show that the indicator has been achieved.

5.2.3 The target dates describe the timeframe in which the work must be achieved.

5.2.4 The weightings show the relative importance of the key objectives to each other.

5.3 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.

6. PERFORMANCE MANAGEMENT SYSTEM

6.1 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**.

6.2 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.

6.3 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**.

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6.4 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.

6.5 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.

6.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.

6.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

6.5.3 KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.

6.6 The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**) which are linked to the KPAs and will contribute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Identified Key Performance Area		Weight
Local Economic Development		10
Municipal Institutional Development and Transformation		10
Municipal Financial Viability and Management		60
Basic Service Delivery and Infrastructure		10
Good Governance and Public Participation		10
TOTAL		100%

6.7 The key performance areas related to the functional area of the **Employee**, must be subject to negotiation between the **Municipal Manager** and the **Employee**.

6.8 The CRs will make up the other 20% of the Employee's assessment score, CRs as set out in the Regulations on Appointment and Conditions of Employment of Senior Manager (17 January 2014) which communicates what is expected from senior managers for effective performance in local government.

COMPETENCY REQUIREMENTS (CR)		Weight
Leading Competencies		
Strategic Direction and Leadership	• Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness	8.35
People Management	• Human Capital Planning and Development	8.33

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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

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

7.3 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 the 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:

- 7.5.1.1 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.
- 7.5.1.2 An indicative rating on five-point scale should be provided for each KPA.
- 7.5.1.3 The applicable assessment rating calculator (refer to paragraph 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

Level	Terminology	Description	Rating
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 maintained this in all areas of responsibility throughout the year.	1 2 3 4 5
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.	

7.5.2. Assessment of the Competencies

- 7.5.2.1 Each CR should be assessed according to the extent to which the specified standards.
- 7.5.2.2 An indicative rating on the five-point scale should be provided for each CR.
- 7.5.2.3 This rating be multiplied by the weighting given to each CR during the contracting process, to provide a score.
- 7.5.2.4 The applicable assessment rating calculator (refer to paragraph 7.5.3) must then be used to add the scores and calculate a final CR score.
- 7.5.2.5 The assessment of the performance of the employee will be based on the following rating scale for competencies.

Rating	Achievement level	Description
2	Basic	Applies basic concepts, methods and understanding of local government operations, but requires supervision and development intervention
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of

Level	Terminology	Description	Rating
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.	1 2 3 4 5
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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First quarter : July – September 2022 (10-20 October 2022)
 Second quarter : October–December 2022 (10-20 January 2023)
 Third quarter : January – March 2023 (10-20 April 2023)
 Fourth quarter : April – June 2023 (10-20 July 2023)

8.1. The performance of each **Employee** in relation to his 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: (The Employer and Employee will endeavor to conduct such reviews within one month after the end of each quarter):

8. SCHEDULE FOR PERFORMANCE REVIEWS

7.8 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panel referred to above.

- 7.7.1 Municipal Manager;
- 7.7.2 Chairperson of the performance audit committee
- 7.7.3 Member of the Mayoral committee and
- 7.7.4 Municipal manager from another municipality.

7.7 For purpose of evaluating the performance, an evaluation panel constituted of the following persons will be established -

7.6 The overall rating for KPIs will be converted to 80% and that of the CR will be converted to 20% and both scores together will be the final score of the **Employee's** performance.

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.

others and executes	progressive analyses	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in depth analyses.	Has comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods	5	Superior
				4	Advanced

8.2 The Employer shall keep a record of 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

Personal growth and development needs identified during any performance appraisal discussion must be documented in a Personal Development Plan (PDP) in the format set out in Annexure B as well as the actions agreed to and implementation must take place within set time frames.

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

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

11.1.2 Commit the **Employee** to implement or to give effect to a decision made by the **Employer**, and

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.

12.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

12.2.1 A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and

12.2.2 A score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

12.2.3 The following table provides a further breakdown of the above-mentioned scores and performance bonus:

12.3 In the case of unacceptable performance, the Employer shall –

12.3.1 Provide systematic remedial or developmental support to assist the **Employee** to improve his performance; and

12.3.2 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 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 provided for, shall be mediated by –

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

13.1.2 Any other person appointed by the MEC.

13.1.3 A member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of **Annexure A** must be made available to the public by the **Employer** in accordance with Section 46 of the Systems Act.

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

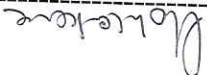
14.3 The performance assessment results of the Municipal Manager must be submitted to the MEC responsible for local government within fourteen (14) days after the conclusion of the assessment.

Signed at Sasol Bure on this the _____ day August of 2022.

Signed on behalf of Municipality by:
Adv. Leaoa Motlatsi Arnold Mofokeng
(Municipal Manager)

AS WITNESSES

1. Signature _____


2. Signature _____


Signature _____
Signed and Accepted by:
Mr Hopolang Ishmael Lebusa
(Chief Financial Officer)

AS WITNESSES

1. Signature _____


2. Signature _____
