



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE EMFULENI LOCAL MUNICIPALITY,
HEREIN REPRESENTED BY THE MUNICIPAL MANAGER**

MONOSI LUCKYBOY ELIAS LESEANE

AND

THEMBELA NXUMALO

**IN HIS CAPACITY AS
THE ACTING EXECUTIVE DIRECTOR: INFRASTRUCTURE
PLANNING AND DEVELOPMENT OF THE MUNICIPALITY**

FOR THE FINANCIAL YEAR: 01 July 2020 TO 30 June 2021

T.N. 

PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

The Emfuleni Local Municipality herein represented by **MONOSI LUCKYBOY ELIAS LESEANE** in his capacity as the Municipal Manager, hereinafter referred to as "the Employer",

And

THEMBELA NXUMALO in his capacity as the Acting Executive Director: Infrastructure Planning and Development 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, 2000 (Act 32 of 2000), hereinafter referred to as "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 shall 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

- 2.1. The purpose of this Agreement is to –
 - 2.1.1. Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;
 - 2.1.2. Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance and accountabilities;
 - 2.1.3. Specify performance expectations and accountabilities as set out in the Performance Plan (Annexure A);
 - 2.1.4. Monitor and measure performance against set targeted outputs;

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- 2.1.5. Use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to her/his job;
- 2.1.6. Appropriately reward the Employee in accordance with the Employer's Performance Management Policy in the event of outstanding performance; and
- 2.1.7. 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 shall commence on 01 July 2020 and shall remain in force until 30 June 2021 where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the Parties for the next three months or any portion thereof.
- 3.2. The parties shall review the provisions of this Agreement every three months.
- 3.3. This Agreement shall 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 period referred to in paragraph 3.1 above 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 by mutual agreement.

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 are based on the Integrated Development Plan, the Budget, and the Service Delivery and Budget Implementation Plan of the Employer, and include key objectives; key performance indicators; target dates 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 key objectives have been achieved. The target dates describe the timeframe in 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 shall, 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 shall 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 shall consult the Employee about the specific performance standards that shall 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 Key Performance Areas (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 are contained in this Agreement.
 - 5.5.1. The Employee shall 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 shall be weighted and shall contribute a specific part to the total score.
 - 5.5.3. KPAs covering the main areas of work shall account for 80% and CCRs shall account for 20% of the final assessment.
- 5.6. The Employee's assessment shall be based on her/his 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 shall constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

- 5.7. The CCRs shall 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 (✓) from the list below as agreed to between the Employer and Employee:

CORECOMPETENCY REQUIREMENTS (CCRs) FOR THE EMPLOYEE
REFER TO ANNEXURE B

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 shall be documented in a Personal Development Plan as well as the actions agreed to and implementation shall take place within set timeframes.
- 6.4. The Employee's performance shall be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.
- 6.5. The annual performance appraisal shall involve:
- 6.6. Assessment of the achievement of results as outlined in the performance plan:
- 6.6.1.1. Each KPA shall 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.
 - 6.6.1.2. An indicative rating on the five-point scale shall be provided for each KPA.
 - 6.6.1.3. The applicable assessment rating calculator shall then be used to add the scores and calculate a final KPA score.
- 6.6.2. Assessment of the CCRs:
- 6.6.2.1. Each CCR shall be assessed according to the extent to which the specified standards have been met.

6.6.2.2. An indicative rating on the five-point scale should be provided for each CCR.

6.6.2.3. The applicable assessment rating calculator shall then be used to add the scores and calculate a final CCR score.

6.6.3. Overall rating:

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

6.6.3.2. The assessment of the performance of the Employee shall be based on the following rating scale for the KPA's and CCRs:

Level	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.
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.

6.6.4. For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons shall be established –

- Municipal Manager;
- Chairperson of the Performance Audit Committee;
- Applicable Member(s) of the Mayoral Committee; and

- Municipal Manager from another Municipality.

7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1. The performance of the Employee in relation to her/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:
- First quarter (July to September) not later than 31 December
 - Second quarter (October to December) not later than 31 March
 - Third quarter (January to March) not later than 30 June
 - Fourth quarter (April to June) not later than 30 September
- 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 shall be entitled to review and make reasonable changes to the provisions of the Performance Plan (Annexure A) from time to time for operational reasons. The Employee shall be fully consulted before any such change is made.
- 7.5. The Employer may amend the provisions of the Performance Plan (Annexure A) whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee shall be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

- 8.1. The Personal Development Plan (PDP) for addressing developmental gaps is may be developed if necessary.

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

10. CONSULTATION

- 10.1. The Employer agrees to consult the Employee beforehand where the exercising of the powers shall 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 paragraph 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 shall form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2. A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 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 her/his 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 her/his 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 Executive Mayor of the Emfuleni Local Municipality within thirty (30) days of receipt of a formal dispute from the Employee whose decision shall be final and binding on both Parties.

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 accountabilities of the Employee in terms of her/his Contract of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Vanderbijlpark on this the..... day of.... 20

AS WITNESSES:

1.  _____

2.  _____



EMPLOYEE

AS WITNESSES:

1.  _____

2.  _____



MUNICIPAL MANAGER



LEAD ADMINISTRATOR

W. BHILA