

Appendix A



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE LETSEMENG LOCAL MUNICIPALITY
AS REPRESENTED BY THE MUNICIPAL MANAGER**

Tshemedi Lucas Mkhwane

.....
FULL NAMES

AND

SEGOMOTSO GILBERT QWELANE
.....,

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE
01 JULY 2020 – 30 JUNE 2021

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[Signature]

FINANCIAL YEAR: 2020/2021

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Letsemeng Local Municipality herein represented by **Mr Tshemedi Lucas Mkhwane** (full name) in his capacity as the Municipal Manager (Hereinafter referred to as the **Employer** or Supervisor)

And

Mr Segomotso Gilbert Qwelane (full name) 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 54A of the Local Government: Municipal Systems Act 32 of 2000 and as amended ("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 -

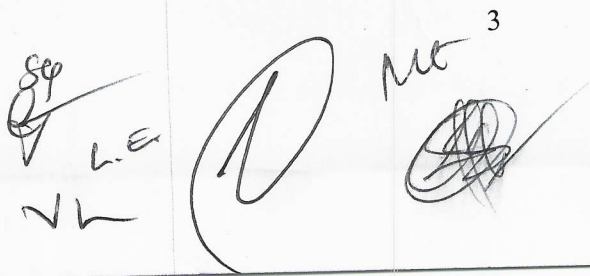
- 2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 2.2 **communicate the employer's performance expectations and** accountabilities to the employee, by specifying objectives and targets as defined in the Integrated Development Plan and the Service Delivery and Budget Implementation Plan (SDBIP).
- 2.3 specify accountabilities as set out in a performance plan, which must be in a format **substantially compliant to Appendix "A"**;
- 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 the position; and
- 2.6 **appropriately reward the Employee in accordance with the Employer's performance** management policy in the event of performance,

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 July 2020** and will remain in force until **30 June 2021** where after a new Performance Agreement, Performance Plan and Personal Development Plan must be concluded between the parties for each of the following financial years or any portion thereof for the duration of the Agreement of Employment
- 3.2 This Agreement will terminate on the termination of the **Employee's employment** for any reason whatsoever.
- 3.3 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.
- 3.4 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

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contents of this Agreement are no longer appropriate, the contents must immediately be revised.

- 3.5 Any significant amendments or deviations must take cognizance of the requirements of section 34 and 42 of the Systems Act, and regulation 4(5) of the Regulations

4 PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) must 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 Performance Plan must :

- a) Be set by the **Employer** in consultation with the **Employee**;
- b) **Be** based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and
- c) Include key objectives; key performance indicators; target dates and weightings.

4.3 It is agreed that-

- i. The key objectives describe the main tasks that need to be done.
- ii. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
- iii. The target dates describe the timeframe in which the work must be achieved.
- iv. The weightings show the relative importance of the key objectives to each other.

4.4 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 to the Municipality and accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.
- 5.2 The **Employer** must consult the **Employee** about the specific performance standards that are included in the performance management system as applicable to the **Employee**.
- 5.3 The Employee must be assessed on his or her performance in terms of the performance indicators identified in the attached Performance Plan and include =
- a) The Key Performance Areas; and
 - b) Core Managerial Competencies
- 5.4 The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following:

Key Performance Areas (80% of Total)	Weighting
Municipal Transformation and Institutional Development (MTID)	50%
Debt collection/revenue enhancement (RES)	25%
Ensure effective management of the Department	25%
Total	100%

- 5.5 The Core Management Criteria (CMC) will make up the other 20% of the Employee's assessment score, and are deemed to be most critical for the Employee's specific job should be selected from the list below as agreed between the Employer and Employee

CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC)	√	WEIGHT
Strategic Direction and Leadership		10%
Programme and Project Management		10%
Financial Management	compulsory	20

CORE COMPETENCY REQUIREMENTS (CCR) FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC)	√	WEIGHT
Change Management		
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analysis		
People Management and Empowerment	compulsory	15%
Client Orientation and Customer Focus	compulsory	15%
Communication		
Accountability and Ethical Conduct		10
Policy Conceptualisation and implementation		10
Mediation Skills		
Advanced Negotiation Skills		
Advanced influencing skills		
Partnership and Stakeholder Relations		10
Supply Chain Management		
Total percentage	-	100%

6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement must sets out -

- the standards and procedures for evaluating the **Employee's** performance; and
- 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 during the validity of the agreement of Employment

6.3 Personal growth and development needs identified during any performance review discussion, as well as the actions and timeframes agreed to, must be documented in a Personal Development Plan which must be in a format substantially compliant to **Annexure "B"**

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- 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:
- i. An assessment of the achievement of results as outlined in the performance plan:
 - ii. An assessment of 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
 - iii. A rating on the five-point scale for each Key Performance Area; and
 - iv. The use of the applicable assessment rating calculator to add the scores and calculate a final core.
- 6.6. The Core Management Criteria must be assessed –
- (a) according to the extent to which the specified standards have been met.
 - (b) with an indicative rating on the five-point scale for each Criteria; and
 - (d) using the applicable assessment rating calculator to add the scores and calculate a final score.
- 6.7 An overall rating is calculated by using the applicable assessment-rating calculator, which represents the outcome of the performance appraisal, provided that the performance assessment of the Employee will be used on the following rating scale for both Key Performance Indicators and Core Management Criteria

Level	Terminology	Description	Rating				
			1	2	3	4	5
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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Level	Terminology	Description	Rating				
			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.					

6.8 The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27 (4) (d) and (f) of the Regulations.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** in relation to his / her performance agreement shall be reviewed on any of 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 2020)	:	08 – 14 October 2020
Second quarter (October – December 2020)	:	12 – 15 January 2021
Third quarter (January – March 2021)	:	13 – 20 April 2021
Fourth quarter (April – June 2021)	:	13 – 20 July 2021 (<i>excluding financial information</i>)

Provided that reviews in the first and third quarter may be verbal if performance is satisfactory

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings and feedback must be based on the **Employer's assessment of the Employee's** performance.

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7.3 The **Employer** may amend the provisions of Performance Plan 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.

8. OBLIGATIONS OF THE EMPLOYER

8.1 The Employer must –

- 8.1.1 create an enabling environment to facilitate effective performance by the employee;
- 8.1.2 provide access to skills development and capacity building opportunities;
- 8.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
- 8.1.4 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
- 8.1.5 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.

9. CONSULTATION

9.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will–

- a. have a direct effect on the performance of any of the **Employee's functions**;
- b. commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and
- c. Have a substantial financial effect on the **Employer**.

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- 9.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-clause (1) above as soon as is practicable to enable the **Employee** to take any necessary action without delay.

10. MANAGEMENT OF EVALUATION OUTCOMES

- 10.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 10.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance, as per regulation 32(2) of the Regulations
- 10.3 In the case of unacceptable performance, the **Employer** shall –
- 10.3.1 must provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and
- 10.3.2 may 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.

11. DISPUTE RESOLUTION

- 11.1 Any disputes about the nature of the **Employee's** performance agreement, must be mediated by –
- a. the Member of the Executive Council responsible for local government in the province, in case of the Municipal Manager, or any other person appointed by the said Member of the Executive Council; and
- b. the Mayor, in the case of Managers directly accountable to the Municipal Manager within thirty days or receipt of a formal dispute from the employee
- 11.2 Any disputes about the outcome of the **Employee's** performance evaluation, must be mediated by -

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- a. the Member of the Executive Council responsible for local government in the Province, or any other person appointed by the MEC, in the case of the Municipal Manager, and
- b. a Municipal Councillor, in the case of Managers directly accountable to the Municipal Manager, provided such a Councillor was not part of the evaluation panel contemplated in regulation 27(4)(e) of the Regulations, *within thirty days or receipt of a formal dispute from the employee*

12. GENERAL

- 12.1 The employer must make the contents of this agreement and the outcome of any review conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.
- 12.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 12.3 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.


Thus **done** and **signed** at LOFFIE FONTEN on this the 31 of July 2020

AS WITNESSES:

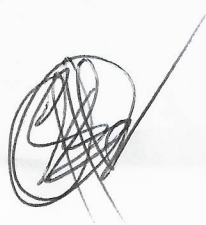
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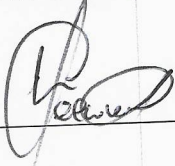

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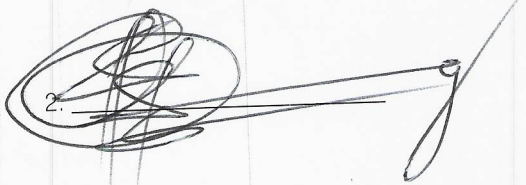


AS WITNESSES:

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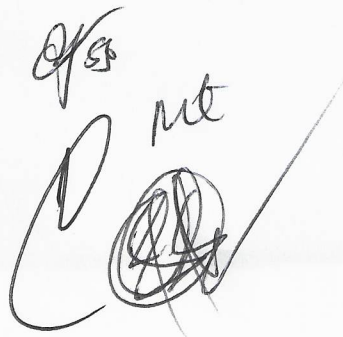


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MUNICIPAL MANAGER

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ANNEXURE A

PERFORMANCE PLAN

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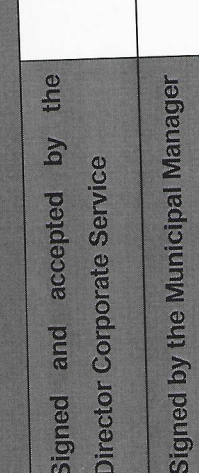
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PERFORMANCE SCORECARD – SECTION 56 EMPLOYEE

Employee Name:	Segomotso Gilbert Owelane	Employee Number	0096
Job Title:	Director: Corporate Service	Department:	Corporate Services
Manager:	The Municipal Manager	Date (Financial Year):	2020 – 21 Financial Year
Position Purpose:	To carry out the functions as Director and head of Corporate Services in the Municipality		

The period of this Performance Plan is from 01 July 2020 to 30 June 2021

Signed and accepted by the Director Corporate Service		Date:	31 July 2020
Signed by the Municipal Manager		Date:	31 July 2020

By signing this performance scorecard the manager and employee hereby indicate their full understanding of, and agreement with the contents of the scorecard. The manager and the employee both acknowledge that this is in full compliance with the Municipality's Performance Management Policy.

1. Purpose

The performance plan defines the council expectation of the Director Corporate Service performance agreement to which this document is attached and Section 57 (5) of the Municipal System Act, which provides that performance objectives and targets must be based on the key **performance indicators as set in the Municipality's Integrated Development Plan** and as reviewed annually.

2. Key responsibilities

The following objects of local government will inform the Director Corporate Service performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner
- 2.3 Promote social and economic development
- 2.4 Promote a safe and healthy environment
- 2.5 Encourage the involvement of communities and community organisation in the matters of local government

3. Key Performance Area

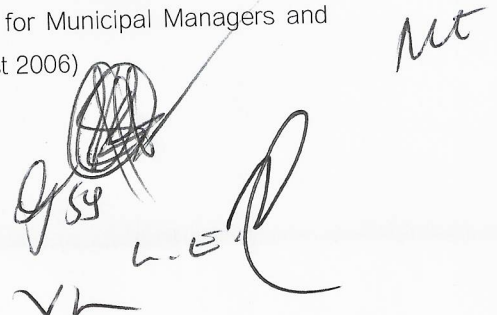
The following Key Performance Area (KPA's) as outline in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objective listed in the table below:

- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and transformation
- 3.3 Local Economic Development (LED)
- 3.4 Municipal Financial Viability and Management
- 3.5 Good Governance and Public Participation

4. Key Performance Objectives and Indicators, for the Director Corporate Services

The provision and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Section 157 of the Constitution of the Republic of South Africa, 1996
- 4.2 Local Government Municipal performance Regulations for Municipal Managers and Managers Directly (Regulation No. R805, dated 1 August 2006)

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- 4.3 Regulations No.796 (Local Government: Municipal Planning and Performance Management Regulation, 2001) dated 24 August 2001
- 4.4 Municipal Finance Management Act, 2003, in particular, but not limited to Chapter 8. (**Must** include, inter alia, tariff policy, rates policy, credit control and debt collection policy, **supply chain management policy and an unqualified Auditor General's report**)
- 4.5 Property Rates Act, 2004
- 4.6 Municipal Structures Act, 1998, in particular, but not limited to, Chapter 5 (Powers and functions as determined by legislation or agreement)
- 4.7 Municipal System Act 2000, in particular, but not limited to sections 55 to 57
- 4.8 Any other applicable legislation specific to the Municipal Manager

MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT

MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT									
2020/21 BUDGET AND QUARTERLY PERFORMANCE TARGET									
KPI	Unit of Measurement	Evidence	Baseline	BUDGET YEAR 2020/21	PERFORMANCE TARGET 2020/21	1 ST QUARTER 01 JULY – 30 SEPT 2020	2 ND QUARTER 01 OCT – 31 DEC 2020	3 RD QUARTER 01 JAN – 31 MAR 2021	4 TH QUARTER 01 APR – 30 JUN 2021
		Corporate Services							
Strategic Objective: An effective administration capable of sustainable service delivery									
No. of Ordinary Council meetings of the municipality held in the 2020/21 financial year	Number	Attendance registers and Council minutes, approved schedule of Council meetings	0	OPEX	4 Ordinary Council meetings of the municipality held in the 2020/21 financial year	1 Ordinary Council meeting to be held by 30 September 2020	1 Ordinary Council meeting to be held by 31 December 2020	1 Ordinary Council meeting to be held by 31 March 2021	1 Ordinary Council meeting to be held by 30 June 2021
No. of the Municipal LLF meetings held in the 2020/21 financial year	Number	Attendance registers, minutes of LLF meetings and approved schedule of LLF meetings	0	OPEX	2 LLF meetings held in the 2020/21 financial year	None	1 LLF meeting to be held 31 December 2020	None	1 LLF meeting to be held by 30 June 2021
No. of Occupational Health and Safety Committee meetings to be held in the 2020/21 financial year	Number	Attendance registers, minutes of committee meetings and approved schedule of committee meetings	0	OPEX	4 Occupational Health and Safety Committee meetings to be held in the 2020/21 financial year	1 Occupational Health and Safety Committee meetings to be held by 30 September 2020	1 Occupational Health and Safety Committee meetings to be held by 31 December 2020	1 Occupational Health and Safety Committee meetings to be held by 31 March 2021	1 Occupational Health and Safety Committee meetings to be held by 30 June 2021

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2020/21 BUDGET AND QUARTERLY PERFORMANCE TARGET									
KPI	Unit of Measurement	Evidence	Baseline	BUDGET YEAR 2020/21	PERFORMANCE TARGET 2020/21	1 ST QUARTER 01 JULY – 30 SEPT 2020	2 ND QUARTER 01 OCT – 31 DEC 2020	3 RD QUARTER 01 JAN – 31 MAR 2021	4 TH QUARTER 01 APR – 30 JUN 2021
No. of adopted By-laws by Council in the 2020/21 financial year	Number	Attendance registers of public consultations and approved by-laws, Council resolution.	0	OPEX	6 adopted By-laws by Council in the 2020/21 financial year	None	None	6 adopted By-laws by Council by 31 March 2021	None
No. of progress reports on the Municipal Council resolutions submitted to Council in the 2020/21 financial year	Number	Resolution register and Council resolution.	0	OPEX	4 progress reports on the Municipal Council resolutions submitted to Council in the 2020/21 financial year	1 progress report on Council resolutions submitted to Council by 30 September 2020	1 progress report on Council resolutions submitted to Council by 31 December 2020	1 progress report on Council resolutions submitted to Council by 31 March 2021	1 progress report on Council resolutions submitted to Council by 30 June 2021
No. of the Municipal Reviewed Organizational Structure approved by Council in the 2020/21 financial year	Number	Council resolution and organisational structure.	0	OPEX	1 Municipal Reviewed Organizational Structure approved by Council in the	None	None	None	1 Reviewed Organizational Structure approved by Council by 30 June 2021


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2020/21 BUDGET AND QUARTERLY PERFORMANCE TARGET									
KPI	Unit of Measurement	Evidence	Baseline	BUDGET YEAR 2020/21	PERFORMANCE TARGET 2020/21	1 ST QUARTER 01 JULY – 30 SEPT 2020	2 ND QUARTER 01 OCT – 31 DEC 2020	3 RD QUARTER 01 JAN – 31 MAR 2021	4 TH QUARTER 01 APR – 30 JUN 2021
No. of WSP developed and submitted to LGSETA by 30 June 2021	Number	WSP and proof of submission to LGSETA	0	OPEX	1 WSP developed and submitted to LGSETA by 30 June 2021	None	None	None	1 WSP developed and submitted to LGSETA by 30 June 2021
No. of Municipality EE Plan compiled and submitted to DOL by 2020/21 financial year	Number	EE plan and proof of submission to DOL	0	OPEX	1 Municipality EE Plan compiled and submitted to DOL by 31 March 2021	None	None	1 EE Plan compiled and submitted to DOL by 31 March 2021	None
No. of Customer Care Policy developed and approved by Council in the 2020/21 financial year	Number	Approved Customer care policy, Service Charter and Council resolution	0	OPEX	1 Customer Care Policy developed and approved by Council in the 2020/21 financial year	0	0	0	1 Customer Care Policy developed and approved by Council by 30 June 2021

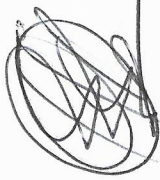
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2020/21 BUDGET AND QUARTERLY PERFORMANCE TARGET									
KPI	Unit of Measurement	Evidence	Baseline	BUDGET YEAR 2020/21	PERFORMANCE TARGET 2020/21	1 ST QUARTER 01 JULY – 30 SEPT 2020	2 ND QUARTER 01 OCT – 31 DEC 2020	3 RD QUARTER 01 JAN – 31 MAR 2021	4 TH QUARTER 01 APR – 30 JUN 2021
No. of PPE procured for municipal employees in the 2020/21 financial year	Number	Goods received notes	0	R?	280 PPE procured for municipal employees in the 2020/21 financial year	None	280 PPE procured for employees by 31 December 2020	None	None
No. of HR related policies reviewed and approved by Council 30 June 2021	Number	Integrated HR policy manual and the Council resolution	0	OPEX	1 Integrated HR related policies reviewed and approved by Council 30 June 2021	0	0	0	1 Integrated HR related Policy Manual reviewed and approved by Council by 30 June 2021
No. of updates on the strategic risk register in the 2020/2021 financial year	Number	Reports implementation of risk mitigating plans and evidence.	0	OPEX	4 updated reports on the strategic risk register for the 2020/2021 financial year	1 updated report on the strategic risk register by 30 September 2020	1 updated report on the strategic risk register by 31 December 2020	1 updated report on the strategic risk register 31 March 2021	1 updated report on the strategic risk register 30 June 2021
No. of Section 79 Committee meetings to be held in the	Number	Attendance registers, minutes of committee meetings and approved	0	OPEX	5 Section 79 Committee meetings held	1 Section 79 Committee meetings held	1 Section 79 Committee meetings held by 31 December 2020	2 Section 79 Committee meetings held	1 Section 79 Committee meetings held



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