



# Sedibeng District Municipality PERFORMANCE AGREEMENT

## PERFORMANCE AGREEMENT

### For Section 57 Employees

MADE AND ENTERED INTO BY AND BETWEEN:  
THE SEDIBENG DISTRICT MUNICIPALITY,

**LERATO MALOKA**  
**AND**

**FAIRBRIDGE MOTSUMI MATHE**

THE EMPLOYEE OF THE MUNICIPALITY  
FOR THE  
**FINANCIAL YEAR: 01 Jul 2022 to 30 Jun 2023**

### PERFORMANCE AGREEMENT ENTERED INTO BY AND BETWEEN:

The Sedibeng District Municipality herein represented by Lerato Maloka in her capacity as Executive Mayor (hereinafter referred to as the **Employer** or Supervisor)

and

Fairbridge Motsumi Mathe 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) 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 01 Jul 2022 and will remain in force until 30 Jun 2023 thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 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.
- 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) 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 three components, which shall be contained in the Performance Agreement.
- 5.5.1 The **Employee** must be assessed against all three components, with a weighting of 40:40:20 (in the case of the Municipal Manager) and 40:40:20 (in the case of Executive Directors reporting directly to Municipal Manager) allocated to the Growth and Development Strategy (GDS and 5 year IDP), the SDBIP and the Core Competency Requirements (CCRs) respectively.
  - 5.5.2 Main areas of work will account for 80% and CCRs will account for 20% of the final assessment

- 5.5.3 Each area of assessment will be weighted and will contribute a specific part to the total score
- 5.6 The **Employee's** assessment will be based on his / her performance in terms of the outputs identified as per attached Performance Plan (**Annexure B**). and the weightings agreed to between the **Employer** and **Employee**:
- 5.7 In the case of managers directly accountable to the Municipal Manager, the weighting of key performance areas related to the functional area of the relevant manager must be subject to negotiation between the Municipal Manager and the relevant Executive Director.
- 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 (√) from the list below as agreed to between the **Employer** and **Employee**.

## 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 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 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: as included under Annexure C

- 6.7 For purposes of evaluating the annual performance of Managers directly accountable to the Municipal Managers, 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.

- 6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels.

### 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 2022

Second quarter: October – December 2022

Third quarter: January – March 2023

Fourth quarter: April – June 2023

- 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.

## 8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

## 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.

## 10. CONSULTATION

- 10.1 The Employer agree 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 execution of powers contemplated in 10.1 as soon as 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 from 5% to 14% of the all-inclusive annual remuneration package maybe paid to the **Employee** in recognition of outstanding performance to be calculated as follows:

| <b>TABLE FOR BONUS CALCULATIONS</b> |                         |                   |
|-------------------------------------|-------------------------|-------------------|
| <b>SCORES</b>                       | <b>PERCENTAGE BONUS</b> | <b>INCREMENTS</b> |
| 67                                  | 5.00                    |                   |
| 68                                  | 5.27                    | 0.27273           |
| 69                                  | 5.55                    | 0.27273           |
| 70                                  | 5.82                    | 0.27273           |
| 71                                  | 6.09                    | 0.27273           |
| 72                                  | 6.36                    | 0.27273           |
| 73                                  | 6.64                    | 0.27273           |
| 74                                  | 6.91                    | 0.27273           |
| 75                                  | 7.18                    | 0.27273           |
| 76                                  | 7.45                    | 0.27273           |
| 77                                  | 7.73                    | 0.27273           |
| 78                                  | 8.00                    | 0.27273           |
| 79                                  | 8.27                    | 0.27273           |
| 80                                  | 8.55                    | 0.27273           |
| 81                                  | 8.82                    | 0.27273           |
| 82                                  | 9.09                    | 0.27273           |
| 83                                  | 9.36                    | 0.27273           |
| 84                                  | 9.64                    | 0.27273           |
| 85                                  | 9.91                    | 0.27273           |
| 86                                  | 10.18                   | 0.27273           |
| 87                                  | 10.45                   | 0.27273           |
| 88                                  | 10.73                   | 0.27273           |
| 89                                  | 11.00                   | 0.27273           |
| 90                                  | 11.27                   | 0.27273           |
| 91                                  | 11.55                   | 0.27273           |
| 92                                  | 11.82                   | 0.27273           |
| 93                                  | 12.09                   | 0.27273           |
| 94                                  | 12.36                   | 0.27273           |
| 95                                  | 12.64                   | 0.27273           |
| 96                                  | 12.91                   | 0.27273           |
| 97                                  | 13.18                   | 0.27273           |
| 98                                  | 13.45                   | 0.27273           |
| 99                                  | 13.73                   | 0.27273           |
| 100                                 | 14                      | 0.27273           |

11.3 The table below illustrate the eligibility of a performance bonus based on the overall Performance score of the Employee:

| <b>Level</b> | <b>Score(%)</b> | <b>Bonus</b> |
|--------------|-----------------|--------------|
| 1            | 0-24.4          | 0            |
| 2            | 25-49.4         | 0            |
| 3            | 50-66.4         | 0            |
| 4            | 67-82.4         | 5-9.09       |

|  |   |        |         |  |
|--|---|--------|---------|--|
|  | 5 | 83-100 | 9.36-14 |  |
|--|---|--------|---------|--|

11.4 In the case of unacceptable performance, the **Employer** shall –

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

11.4.2 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 Executive Mayor 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 Executive Mayor.

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 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.

12.2 In the event that the mediation process contemplated above fails, 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 accountabilities 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 Mayor 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 conclusion of the assessment.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

  
\_\_\_\_\_  
**MUNICIPAL MANAGER**

**AS WITNESSES:**

1. \_\_\_\_\_



EXECUTIVE MAYOR

2.

~~11/10/CA~~



|                      |                   |                   |                   |
|----------------------|-------------------|-------------------|-------------------|
| <b>Employee Name</b> | Motsumi F Mathe   | <b>Post Title</b> | Municipal Manager |
| <b>Line Manager</b>  | Lerato Maloka     | <b>Job Level</b>  | 1                 |
| <b>Municipal</b>     | Sedibeng District | <b>Cluster</b>    | Municipal Manager |
| <b>Directorate</b>   | -                 | <b>Department</b> | -                 |

## ANNEXURE B

### KEY PERFORMANCE WEIGHTINGS

| KEY PERFORMANCE AREA          | IDP STRATEGY  | WEIGHTINGS (%) |
|-------------------------------|---|----------------|
| <b>Basic Service Delivery</b> | <ul style="list-style-type: none"> <li>• Promote and build safer communities.</li> <li>• Promote Disaster resilient communities.</li> <li>• Promote primary health care services</li> <li>• Support arts and culture programmes in the region.</li> <li>• Promote Sports and recreational development programmes</li> <li>• Preserve heritage and museums in the region.</li> <li>• Facilitate geographical name change process across the region.</li> <li>• Ensure the implementation of MHS programmes to reduce environmental health risks</li> <li>• Plan and develop accessible, safe and affordable public transport systems and facilities</li> <li>• Render an efficient, effective and corruption free vehicle state registration and licensing service</li> <li>• Render effective, efficient and customer-oriented licensing services in the region.</li> </ul> |                |

|   |   |  |
|---|---|--|
|   | <ul style="list-style-type: none"> <li>• Promote and provide for effective, efficient and sustainable transport system, infrastructure infrastructural projects,</li> </ul>   |  |
| <b>Municipal institutional Development and Transformation</b> | <ul style="list-style-type: none"> <li>• Ensure Effective, Competent and Motivated Staff To harness the use of technology and artificial intelligence</li> <li>• To harness the use of technology and artificial intelligence</li> <li>• Ensure effective, competent and motivated staff</li> <li>• Ensure safety and security of employees, Councillors and users of municipal buildings.</li> <li>• Ensure effective and efficient fleet management</li> <li>• Improve Council image and access to Municipality's Buildings and Facilities</li> </ul> |  |
| <b>Local Economic Development (LED)</b>                       | <ul style="list-style-type: none"> <li>• Promote &amp; Develop the Tourism Sector</li> <li>• Create long term sustainable jobs; reduce unemployment, poverty and inequalities</li> <li>• Promote a diverse economy within the Sedibeng Region</li> <li>• Ensuring BBEE and SMME development</li> <li>• Promote and develop agricultural Sector</li> <li>• Promote Residential Development and Urban Renewal</li> </ul>  |  |

|   |   |            |
|---|---|------------|
| <b>Municipal Financial Viability and Management</b> | <ul style="list-style-type: none"> <li>• Improve municipal financial and administrative capability</li> <li>• Compliance with legislation governing SCM environment</li> <li>• Improve Municipal Financial and administrative capabilities</li> </ul>   |            |
| <b>Good Governance and Public Participation</b>     | <ul style="list-style-type: none"> <li>• Facilitate and coordinate internal and external HIV&amp;AIDS and TB mainstreaming</li> <li>• Effective management of Council business</li> <li>• World class ICT infrastructure in support of a “Smart Sedibeng”</li> <li>• Qualitative, transparent and reliable performance management system in the Sedibeng District Municipality</li> <li>• Ensure High Level of Corporate Governance through the implementation of the Internal Audit Plans</li> <li>• Coordinate and promote high level of Corporate Governance (Risk &amp; IGR)</li> <li>• Monitor the Growth and Development Strategy and Review IDP</li> <li>• Improve stakeholder relations through public and stakeholders’ participation processes, effective communication and branding</li> </ul> |            |
| <b>TOTAL</b>  |   | <b>80%</b> |

### JOB DESCRIPTION WEIGHTINGS

| JDKPA                         | JDKPA DESCRIPTION  | WEIGHTINGS (%) |
|-------------------------------|--|----------------|
| Customer Relations            | Managing Partnerships and Customer satisfaction          |                |
| Strategic Initiatives         | Any ideas/creativity value added (e.g. sourcing funding) |                |
| Financial Management          | Budget control/spending                                  |                |
| People Management             | EE Targets / Staff Training / Cross functional issues    |                |
| Internal Processes Management | Risk Management / Audit Controls / Reporting             |                |
| <b>Total Weighting</b>        |  | <b>20</b>      |

### CORE MANAGEMENT COMPETENCY WEIGHTINGS

| CORE MANAGEMENT COMPETENCY (CMC)  | WEIGHTINGS (%) |
|---|----------------|
| Client orientation and customer focus   |                |
| Problem solving and analytic thinking   |                |
| Knowledge Management  |                |
| Mediation skills  |                |
| Self-Management   |                |
| Change Management   |                |
| Communication   |                |
| Service Delivery Innovation   |                |
| Financial Management  |                |
| Programme and Project Management  |                |
| Vibrant Democracy   |                |
| Policy conceptualisation and implementation                                       |                |
| Honesty and Integrity   |                |
| People Management   |                |
| Strategic Capability  |                |
| Exceptional and dynamic creativity to improve the functioning of the municipality |                |
| <b>Total Weighting</b>  | <b>100</b>     |