



GREATER LETABA MUNICIPALITY

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

GREATER LETABA MUNICIPALITY

AS REPRESENTED BY THE MUNICIPAL MANAGER

MRS. MF MANKGABE

AND

MALEKUTU OBED SEWAPE

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 1 JULY 2021 - 30 JUNE 2022

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MF

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The Greater Letaba Municipality herein represented by Mrs. MF Mankgabe in her capacity as Municipal Manager (hereinafter referred to as the **Employer** or Supervisor)

and

Malekutu Obed Sewape as the 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 and outputs 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), the Departmental Business Plan 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 job.
- 2.6 In the event of outstanding performance, to appropriately reward the employee.
- 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 1 July 2021 and will remain in force until 30 June 2022; 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 the first month of the 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) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; targets that may include 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 performance areas, key objectives and key performance indicators to each other in terms of the position.
- 4.3 The **Employee's** performance will, in addition, be measured in terms of contributions to the strategic objectives and strategies set out in the **Employer's** Integrated Development Plan as developed per the Balanced Scorecard methodology.

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 required standards.

- 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 KPA's (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 (KPA's) and the Core Competency Requirements (CCR's) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPA's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.
- 5.6 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 KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

TABLE 1: WEIGHTINGS FOR KEY PERFORMANCE AREAS (KPAS)	
Key Performance Areas	Weighting (%)
Municipal Institutional Development and Transformation	5
Basic Service Delivery	5
Local Economic Development (LED)	70
Municipal Financial Viability and Management	5
Good Governance and Public Participation	15
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 CRs will make up the other 20% of the Employee's assessment score. CRs 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. Three of the CRs are compulsory for Municipal Managers:

TABLE 2: COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	✓	WEIGHT
Strategic Direction and Leadership	✓	15%
People Management	✓	15%
Program and Project Management	✓	5%
Financial Management	✓	10%
Change Leadership	✓	10%
Governance Leadership	✓	10%
CORE COMPETENCIES		
Moral Competence	✓	5%

TABLE 2: COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES	√	WEIGHT
Planning and Organising	√	5%
Analysis and Innovation	√	10%
Knowledge and Information Management	√	5%
Communication	√	5%
Results and Quality Focus	√	5%
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 employees 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 agreed time frames in the Personal Development.

6.4 The **Employee's** performance will be measured in terms of contributions to the strategic objectives and strategies set out in the **Employer's** IDP.

6.5 The bi-annual and 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 (see Table 3 below).
- (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 CR score.

Table 3: Achievement levels for Competency Requirements¹

Competencies	Basic (2)	Competent (3)	(Advanced) (4)	(Superior) (5)
Strategic Direction and Leadership	<ul style="list-style-type: none"> Understand institutional and departmental strategic objectives, but lacks the ability to inspire other to achieve set mandate Describe how specific tasks link to institutional strategies but has limited influence in directing strategy Has a basic understanding of institutional performance management but lacks the ability to integrate systems into a collective whole Demonstrate a basic understanding of key decision-makers 	<ul style="list-style-type: none"> Give direction to a team in realising the institution's strategic mandate and set objectives Has a positive impact and influence on the morale, engagement and participation of team members Develop action plans to execute and guide strategy implementation Assist in defining performance measures to monitor the progress and effectiveness of the institution Displays an awareness of institutional structures and political factors Effectively communicate barriers to execution to relevant parties Provide guidance to all stakeholders in the achievement of the strategic mandate Understand the aim and objectives of the institution and relate it to own work 	<ul style="list-style-type: none"> Evaluate all activities to determine value and alignment to strategic intent Display in-depth knowledge and understanding of strategic planning Align strategy and goals across all functional areas Actively define performance measures to monitor the progress and effectiveness of the institution Consistently challenge strategic plans to ensure relevance Understand institutional structures and political factors, and the consequences of actions Empower others to follow strategic direction and deal with complex situations Guide the institution through complex situations and ambiguous concern Use understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances 	<ul style="list-style-type: none"> Structure and position the institution to local government priorities Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework Hold self accountable for strategy execution and results Provide impact and influence through building and maintaining strategic relationships Create an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actions Integrate various systems into a collective whole to optimise institutional performance management Uses understanding of competing interests to manoeuvre successfully to a win/win outcome
People Management	<ul style="list-style-type: none"> Participate in team goal-setting and problem-solving Interact and collaborate with people of diverse backgrounds Aware of guidelines for employee development, but requires support in implementing development initiatives 	<ul style="list-style-type: none"> Seek opportunities to increase team contribution and responsibility Respect and support the diverse nature of others and be aware of the benefits of a diverse approach Effectively delegate tasks and empower others to increase contribution and execute functions optimally Apply relevant employee legislation fairly and consistently Facilitate team goal-setting and problem-solving Effectively identify capacity requirements to fulfil the strategic mandate 	<ul style="list-style-type: none"> Identify ineffective team and work processes and recommend remedial interventions Recognise and reward effective and desired behaviour Provide mentoring and guidance to others in order to increase personal effectiveness Identify development and learning needs within the team Build a work environment conducive to sharing, innovation, ethical behaviour and professionalism Inspire a culture of performance excellence by giving positive and constructive feedback to the team Achieve agreement or consensus in adversarial environments Lead and unite diverse teams across divisions to achieve institutional objectives 	<ul style="list-style-type: none"> Develop and incorporate best practice people management processes, approaches and tools across the institution Foster a culture of discipline, responsibility and accountability Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution Develop comprehensive integrated strategies and approaches to human capital development and management Actively identify trends and predict capacity requirements to facilitate unified transition and performance management
Programme and Project Management	<ul style="list-style-type: none"> Initiate projects after approval from higher authorities 	<ul style="list-style-type: none"> Establish broad stakeholder involvement and communicate the 	<ul style="list-style-type: none"> Manage multiple programmes and balance priorities and conflicts according to institutional 	<ul style="list-style-type: none"> Understand and conceptualise the long-term implications of desired project

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¹ As prescribed by Regulation 21 of 2014

Table 3: Achievement levels for Competency Requirements¹

Competencies	Basic (2)	Competent (3)	Advanced (4)	Superior (5)
	<ul style="list-style-type: none"> Understand procedures of programme and project management methodology, implications and stakeholder involvement Understand the rational of projects in relation to the institution's strategic objectives Document and communicate factors and risk associated with own work Use results and approaches of successful project implementation as guide 	<ul style="list-style-type: none"> project status and key milestones Define the roles and responsibilities of the project team and create clarity around expectations Find a balance between project deadline and the quality of deliverables Identify appropriate project resources to facilitate the effective completion of the deliverables Comply with statutory requirements and apply policies in a consistent manner monitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation 	<ul style="list-style-type: none"> Apply effective risk management strategies through impact assessment and resource requirements Modify project scope and budget when required without compromising the quality and objectives of the project Involve top-level authorities and relevant stakeholders in seeking project buy-in Identify and apply contemporary project management methodology Influence and motivate project team to deliver exceptional results Monitor policy implementation and apply procedures to manage risks 	<ul style="list-style-type: none"> outcomes Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives Consider and initiate projects that focus on achievement of the long-term objectives Influence people in positions of authority to implement outcomes of projects Lead and direct translation of policy into workable action plans Ensures that programmes are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed
Financial Management	<ul style="list-style-type: none"> Understand basic financial concepts and methods as they relate to institutional processes and activities display awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systems Understand the importance of financial accountability Understand the importance of asset control 	<ul style="list-style-type: none"> Exhibit knowledge of general financial concepts, planning, budgeting, and forecasting and how they interrelate Assess, identify and manage financial risks Assume a cost-saving approval to financial management Prepare financial reports based on specified formats Consider and understand the financial implications of decisions and suggestions Ensure that delegation and instructions are required by National Treasury guidelines are reviewed and updated Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget 	<ul style="list-style-type: none"> Take active ownership of planning, budgeting, and forecast processes and provides credible answers to queries within own responsibility Prepare budgets that are aligned to the strategic objectives of the institution Address complex budgeting and financial management concerns Put systems and processes in place to enhance the quality and integrity of financial management practices Advise on policies and procedures regarding asset control Promote National Treasury's regulatory framework for Financial Management 	<ul style="list-style-type: none"> Develop planning tools to assist in evaluating and monitoring future expenditure trends Set budget frameworks for the institution Set strategic direction for the institution on expenditure and other financial processes Build and nurture partnerships to improve financial management and achieve financial savings Actively identify and implement new methods to improve asset control Display professionalism in dealing with financial data and processes
Governance Leadership	<ul style="list-style-type: none"> Display a basic awareness of risk, compliance and governance factors but require guidance and development in 	<ul style="list-style-type: none"> Display a thorough understanding of governance and risk and compliance factors and implement plans to address these 	<ul style="list-style-type: none"> Able to link risk initiative into key institutional objectives and drivers Identify, analyse and measure risk, create valid risk forecasts, and map risk profiles 	<ul style="list-style-type: none"> Demonstrate a high level of commitment in complying with governance requirements Implement governance and

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Table 3: Achievement levels for Competency Requirements¹

Competencies	Basic (2)	Competent (3)	Advanced (4)	Superior (5)
<p>implementing such requirements</p> <ul style="list-style-type: none"> • Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders • Provide input into policy formulation 	<ul style="list-style-type: none"> • Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution • Actively drive policy formulation within the institution to ensure the achievement of objectives 	<ul style="list-style-type: none"> • Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives • Demonstrate a thorough understanding of risk retention plans • Identify and implement comprehensive risk management systems and processes • Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement 	<p>compliance strategy to ensure achievement of institutional objectives within the legislative framework</p> <ul style="list-style-type: none"> • Able to advise Local Government on risk management strategies, best practice interventions and compliance management • Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government • Able to shape, direct and drive the formulation of policies on a macro level 	
Core Competencies				
<p>Moral competence</p> <ul style="list-style-type: none"> • Realise the impact of acting with integrity, but requires guidance and development in implementing principles • Follow the basic rules and regulations of the institution • Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent 	<ul style="list-style-type: none"> • Conduct self in alignment with the values of Local Government and the institution • Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver • Actively report fraudulent activity and corruption within local government • Understand and honour the confidential nature of matters without seeking personal gain • Able to deal with situations of conflict of interest promptly and in the best interest of local government 	<ul style="list-style-type: none"> • Identify, develop, and apply measures of self-correction • Able to gain trust and respect through aligning actions with commitments • Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders • Present values, beliefs and ideas that are congruent with the institution's rules and regulations • Takes an active stance against corruption and dishonesty when noted • Actively promote the value of the institution to internal and external stakeholders • Able to work in unity with a team and not seek personal gain • Apply universal moral principles consistently to achieve moral decisions 	<ul style="list-style-type: none"> • Create an environment conducive of moral practices • Actively develop and implement measures to combat fraud and corruption • Set integrity standards and shared accountability measures across the institution to support the objectives of local government • Take responsibility for own actions and decisions, even if the consequences are unfavourable 	
<p>Planning and Organising</p> <ul style="list-style-type: none"> • Able to follow basic plans and organise tasks around set objectives • Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans • Able to follow existing plans and ensure that objectives are 	<ul style="list-style-type: none"> • Actively and appropriately organise information and resources required for a task • Recognise the urgency and importance of tasks • Balance short and long-term plans and goals and incorporate into the team's performance objectives • Schedule tasks to ensure they are performed within budget and with efficient use of time and resources 	<ul style="list-style-type: none"> • Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities, and assign appropriate resources for successful implementation • Identify in advance required stages and actions to complete tasks and projects • Schedule realistic timelines, objectives and milestones for tasks and projects • Produce clear, detailed and comprehensive plans to achieve institutional objectives • Identify possible risk factors and design and 	<ul style="list-style-type: none"> • Focus on broad strategies and initiatives when developing plans and actions • Able to project and forecast short, medium and long term requirements of the institution and local government • Translate policy into relevant projects to facilitate the achievement of the institutional objectives 	

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Table 3: Achievement levels for Competency Requirements¹

Competencies	Basic (2)	Competent (3)	Advanced (4)	Superior (5)
	<ul style="list-style-type: none"> met Focus on short-term objectives in developing plans and actions Arrange information and resources required for a task, but require further structure and organisation 	<ul style="list-style-type: none"> Measures progress and monitor performance results 	<ul style="list-style-type: none"> implement appropriate contingency plans Adapt plans in light of changing circumstances Prioritise tasks and projects according to their relevant urgency and importance 	
Analysis and Innovation	<ul style="list-style-type: none"> Understand the basic operation of analysis, but lack detail and thoroughness Able to balance independent analysis with requesting assistance from others Recommend new ways to perform tasks within own function Propose simple remedial interventions that marginally challenges the status quo Listen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking 	<ul style="list-style-type: none"> Demonstrate logical problem solving techniques and approaches and provide rationale for recommendations Demonstrate objectivity, insight, and thoroughness when analysing problems Able to break down complex problems into manageable parts and identify solutions Consult internal and external stakeholders on opportunities to improve processes and service delivery Clearly communicate the benefits of new opportunities and innovative solutions to stakeholders Continuously identify opportunities to enhance internal processes Identify and analyse opportunities conducive to innovative approaches and propose remedial intervention 	<ul style="list-style-type: none"> Coaches team members on analytical and innovative approaches and techniques Engage with appropriate individuals in analysing and resolving complex problems Identify solutions on various areas in the institution Formulate and implement new ideas throughout the institution Able to gain approval and buy-in for proposed interventions from relevant stakeholders Identify trends and best practices in process and service delivery and propose institutional application Continuously engage in research to identify client needs 	<ul style="list-style-type: none"> Demonstrate complex analytical and problem solving approaches and techniques Create an environment conducive to analytical and fact-based problem-solving Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence Create an environment that fosters innovative thinking and follows a learning organisation approach Be a thought leader on innovative customer service delivery, and process optimisation Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences
Knowledge and Information Management	<ul style="list-style-type: none"> Collect, categorise and track relevant information required for specific tasks and projects Analyse and interpret information to draw conclusions Seek new sources of information to increase the knowledge base Regularly share information and knowledge with internal stakeholders and team members 	<ul style="list-style-type: none"> Use appropriate information systems and technology to manage institutional knowledge and information sharing Evaluate data from various sources and use information effectively to influence decisions and provide solutions Actively create mechanisms and structures for sharing of information Use external and internal resources to research and provide 	<ul style="list-style-type: none"> Effectively predict future information and knowledge management requirements and systems Develop standards and processes to meet future knowledge management needs Share and promote best-practice knowledge management across various institutions Establish accurate measures and monitoring systems for knowledge and information management Create a culture conducive of learning and knowledge sharing 	<ul style="list-style-type: none"> Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information Establish partnerships across local government to facilitate knowledge management demonstrate a mature approach to knowledge and information sharing with an abundance and assistance approach Recognise and exploit knowledge

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7.1 The performance of the **Employee** in relation to his performance agreement shall be reviewed within the month following the quarters as indicated with the understanding that reviews in the first and third quarter may be informal if performance is satisfactory:

First quarter	:	July – September 2021	(October 2021)
Second quarter	:	October – December 2021	(February 2022)
Third quarter	:	January – March 2022	(April 2022)
Fourth quarter	:	April – June 2022	(August 2022)

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

9.1.5 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.

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**.

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 between 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%.

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

11.2.3 Specific bonus percentages will be determined on a sliding scale (as contained in the PMS Policy of Council), proportionately to the points scored, rounded up to the next 0.25 percentage. eg. 136% score = 6.678% = 6.75% bonus.

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 performance

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 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**

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 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, the dispute procedures as per 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 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.

Thus done and signed at MADRID, Spain on this the 01 day of July 2021

AS WITNESSES:

1. 

EMPLOYEE 

2. JBakyi

AS WITNESSES:

1. 

EMPLOYER 

2. 