

THE PERFORMANCE AGREEMENT

*Entered into by and between
the City of Ekurhuleni
"the Employer"*

Duly represented by the City Manager of City of Ekurhuleni

*and
"the Employee"*

HOD: Water and Sanitation

*for the Financial Year:
1 July 2020 - 30 June 2021*

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The City of Ekurhuleni herein represented by **Dr. Imogen Mashazi** in her capacity as City Manager (hereinafter referred to as the **Employer**)

And

Mr. Mduduzi Shabangu, employee of the City of Ekurhuleni (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 56 of the Local Government: Municipal Systems Act 32 of 2000 as amended ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 56 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 the relevant sections 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(2)(a),(3A) and (4c) of the Act (as amended) as well as the employment contract entered into between the parties;
- 2.2 specify national and local key performance areas (KPA's), key performance indicators (KPI's) and 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 (IDP), 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 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.

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3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on **1 July 2020** and will remain in force until **30 June 2021**. 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, if applicable.
- 3.2 The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than 31 July of each 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 (IDP), 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 KPAs describe the main tasks that need to be done.
 - 4.2.2 The KPIs 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 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 (KPAs) and the Leading and Core Competency requirements (LCCs) respectively.

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

5.5.3 KPAs covering the main areas of work will account for 80% and LCCs 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 KPAs, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA's)
Municipal Infrastructure Development and Service Delivery
Municipal Institutional Development and Transformation
Local Economic Development (LED)
Municipal Financial Viability and Management
Good Governance and Public Participation

5.7 The Leading and Core Competencies (LCCs) will make up the other 20% of the **Employee's** assessment score. All LCCs are deemed to be essential and critical for the **Employee's** job and will therefore form part of the employee's performance agreement. See Annexure A.2 of this agreement for the Leading and Core Competency requirements of the HOD.

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.

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- (b) An indicative rating on the five-point scale should be provided for each KPA.

6.5.2 Assessment of the LCCs:

- (a) Each applicable competency 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 competency.
- (c) This rating is to be multiplied by the weighting given to each competency during the contracting process, to provide a 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:

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

6.7 For purposes of evaluating the annual performance of the HoD, 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 MMC for Water and Sanitation;
- 6.7.4 Municipal manager from another municipality; and
- 6.7.5 Manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulation. (Regulation 27(4)(f) of Regulation 805).

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 2020
Second quarter	:	October – December 2020
Third quarter	:	January – March 2021
Fourth quarter	:	April – June 2021

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

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

8.2 The **Employee** undertakes to, in terms of **Government Gazette no. 40593** and in terms of section 177(1)(b) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003), exempting municipalities and municipal entities from regulations 15 and 18 of the Municipal Regulations on Minimum Competency Levels, 2007 published under Government Notice R497 in Government Gazette 29967 of 15 June 2007 as set out in the Schedule; **attain the minimum competency levels in the unit standards for each competency within 18 months from his/her date of appointment, failing which the employment contract of the employee will terminate automatically within one month after the applicable period; in terms of section 2.1(b)(ii)(aa) of the National Treasury Notice (40593).**

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

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 or her 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 his or her duties.

12 DISPUTE RESOLUTION

12.1 Any disputes about the **nature of the employee's performance agreement**,

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whether it relates to key responsibilities, priorities, methods of assessment and/ or salary increment in the agreement, must be mediated by –

In the case of managers directly accountable to the municipal manager, the executive mayor or mayor 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 Any disputes about the outcome of the employee's performance evaluation, must be mediated by-

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), 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 his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Beitbridge on this the 28 day of July 2020

AS WITNESSES:

1. _____

2. _____

AS WITNESSES:

1. ASR

EMPLOYER (CITY MANAGER)

EMPLOYEE

ANNEXURE A

PERFORMANCE PLAN

For

Mr. Mduduzi Shabangu

HOD: Water and Sanitation

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Content

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7. Signatories
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Source of information: Approved 2020/2021 SDBIP and other strategic documents.

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1. PURPOSE OF THE AGREEMENT

The performance plan defines the Council's expectations of the **HOD: Water and Sanitation Services**. The performance plan detailed in Section 4.1 is in response to Section 56 of the Municipal Systems Act, as amended, i.e. the performance plan is based on the municipality's Integrated Development Plan (IDP).

2. RESPONSIBILITIES OF THE HOD: WATER AND SANITATION

The Head of Department in his/her capacity as the head of the department is responsible for the following:

- Effective management of the department which includes human resources management, strategy management, operations management and governance management as it relates to all delegations.
- Political support and advice to political structures and political office bearers.
- Development of monitoring and reporting system for the department.
- Development and implementation of measures to achieve departmental results management of the interface between political offices and department.
- Facilitating participation by the local community in the affairs of the municipality.
- Provide strategic support to the office of the City Manager.
- Law making as it relates to the department and implementation of the municipality's by-laws and other legislation.
- Development and implementation of departmental strategy.

The Head of Department in his/her capacity as the head Accounting Officer of the department is responsible for the following:

- Management of the financial administration of the department, and must for this purpose take all reasonable steps to ensure that the resources of the entity are used effectively, economically and transparently.
- Management of assets and liabilities on behalf of the municipality.
- Management of supply chain as relates to demand management, procurement of goods and services in line with relevant policies and legislation.
- Budget management which includes budget formulation and implementation in line with adopted priorities in the IDP.
- Development and implementation of departmental resource plan.
- Financial governance as related to financial report and accounting.

3. APPRAISAL OUTCOME SUMMARY AS PER THE 2020-2021 SDBIP

Key Results	Key Performance Indicators	Annual Target	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Improved access to water	1.1 Number of new water connections meeting minimum standards	600	0	200	200	200
Improved quality of water and sanitation services	1.2 Percentage of Complaints/Callouts resolved within 48 hours (Sanitation/ waste water)	85%	85%	85%	85%	85%
Improved quality of water and sanitation services	1.3 Percentage of Complaints/Callouts resolved within 48 hours (water)	85%	85%	85%	85%	85%
Improved water sustainability	1.4 Percentage of total water connections metered	94 %	94 %	94 %	94 %	94 %
Improved access to water	1.5 Km of water and sewer pipes replaced, upgraded and extended	6	1	3	4	6
Increased security of water supply	1.6 Number of reservoirs constructed	3	0	0	0	3
Increased water management	1.7 Number of water meters installed and uploaded on the billing system	1,000	0	0	500	500
Non-Revenue Water Reduced	1.8 %reduction in Non-Revenue Water (NRW)	32.45%	32.92%	32.76%	32.61%	32.45%
Improved water quality	1.9 % compliance with Blue drop standards	>95%	>95%	>95%	>95%	>95%
Increased accesses to sanitation services	1.11 Number of additional chemical toilets provided to informal settlements	5000	0	2500	2500	5000
Increased accesses to water services	1.12 Number of additional water access points provided to informal settlements	100	-	25	50	25
More effective poverty alleviation	2.1 Number of work opportunities created	1680	200	480	600	400
Financial Management	3.1 % expenditure of CAPEX budget	95%	15%	40%	65%	95%
Financial Management	3.3 Percentage of repairs and Maintenance budget spent	95%	10%	40%	60%	95%
Clean governance and administration	4.1 Number of repeat audit findings	1	-	-	-	1

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4 PERFORMANCE PLAN

4.1 Key Performance

Key Result Area	Key Outcomes	Weight	Activities	Key Performance Indicators	Baseline	Annual Target	5-Point Rating Scale	Source of Evidence	Means of Verification
1. KPA: MUNICIPAL INFRASTRUCTURE DEVELOPMENT & SERVICE DELIVERY (60%)									
To promote integrated human settlements through massive infrastructure and services rollout	Improved access to Sewer	5%	Coordinate activities to improve access to water.	1.1 Number of new water connections meeting minimum standards	1613	600	1 = <200 2 = 201 - 599 3 = 600 4 = 601 - 1000 5 = > 1000	Date and signed Venus-generated Report/data sheet AND Listing of new water connections	Quarterly SDBIP Performance report approved by Council.
	Improved quality of water and sanitation services (revised from continuity of services)	5%	Coordinate activities to ensure improved customer responsiveness	1.2 % of Complaints/ Callouts resolved within 48 hours (sanitation/wastewater)	90%	85%	1 = >75% 2 = 75 - 84% 3 = 85% 4 = 86 - 99% 5 = 100%	POE: Dated and signed eMIS report AND Dated and signed memorandum of reported achievement	Quarterly SDBIP Performance report approved by Council.

Key Result Area	Key Outcomes	Weight	Activities	Key Performance Indicators	Baseline	Annual Target	5-Point Rating Scale	Source of Evidence	Means of Verification
To promote integrated human settlements through massive infrastructure and services rollout	Improved quality of water and sanitation services (revised from continuity of services)	5%	Coordinate activities to ensure improved customer responsiveness	1.3 % of Complaints/ Callouts resolved within 48 hours (water)	97%	85%	1 = < 75% 2 = 75 - 84% 3 = 85% 4 = 86 - 99% 5 = 100%	POE: Dated and signed eMIS report AND Dated and signed memorandum of reported achievement	Quarterly SDBIP Performance report approved by Council.
	Improved water sustainability	3%	Coordinate activities to improve access to water.	1.4 % of total water connections metered	94%	94%	1 = < 80% 2 = 80 - 94% 3 = 94% 4 = 95 - 99% 5 = 100%	Dated Venus generated report/data sheet AND Dated and signed	Quarterly SDBIP Performance report approved by Council.
	Improved access to water	3%	Coordinate activities to improve access to water.	1.5 Km of water and sewer pipes replaced, upgraded and extended	15.5481km	6 km	1 = < 4 2 = 4 – 5km 3 = 6km 4 = 7 – 8km 5 = > 8km	Dated and signed payment certificates	Quarterly SDBIP Performance report approved by Council.
	Increased security of water supply	4%	Coordinate activities to improve access to water.	1.6 Number of reservoirs constructed	0	3	1 = 1 2 = 2 3 = 3 4 = 4 5 = 5	Dated and signed completion certificates	
	Increased Access to water management	2.5%	Coordinate activities to increase revenue collection through water services.	1.7 Number of water meters installed and uploaded on the billing system	2 001	5000	1 = < 3750 2 = 3750 - 4999 3 = 5000 4 = 5001 – 6250 5 = > 6250	Date and signed Venus report.	Quarterly SDBIP Performance report approved by Council.

Key Result Area	Key Outcomes	Weight	Activities	Key Performance Indicators	Baseline	Annual Target	5-Point Rating Scale	Source of Evidence	Means of Verification
Improved quality, maintenance and equitable services throughout urban areas	Non-Revenue Water Reduced	3%	Coordinate activities to reduce non-revenue water.	1.8 % reduction in Non-Revenue Water (NRW)	32.8%	32.45%	1 = >33% 2 = 33.1 - 32% 3 = 32.45% 4 = 32.5- 31% 5 = < 31%	Dated and signed IWA Water Balance Report.	Quarterly SDBIP Performance report approved by Council.
	Improved water quality	3%	Coordinate activities to maintain the Blue-drop status level of the City.	1.9 % compliance with Blue drop standards	>95%	>95%	1 = <90 2 = 90 - 94% 3 = 95% 4 = 96 – 99% 5 = 100%	Dated and signed Blue Drop Certificate.	Quarterly SDBIP Performance report approved by Council.
	Increased accesses to water services and Sanitation	3%	Coordinate activities to quality of water and Provision of Sanitation through the city.	1.10 Number of BAC reports approved and Awarded	10	4	1 = 1 2 = 2 3 = 3 4 = 4 5 = >4	Approved BSC and BEC report	Appointment Letters
	Increased accesses to sanitation services	5%	Coordinate activities to improve sanitation throughout the City.	1.11 Number of additional chemical toilets provided to informal settlements	41496	1000	1 = < 375 2 = 375 - 999 3 = 1000 4 = 1001 - 1500 5 = > 1500	Dated and signed close out report for the installation of services.	Quarterly SDBIP Performance report approved by Council.
	Increased accesses to water services	3%	Coordinate activities to increase access to water services	1.12 Number of additional water access points provided to informal settlements	4758	100	1 = < 25 2 = 25 - 99 3 = 100 4 = 101 - 125 5 = > 125	Dated and signed close out report for the installation of services.	Quarterly SDBIP Performance report approved by Council.

Key Result Area	Key Outcomes	Weight	Activities	Key Performance Indicators	Baseline	Annual Target	5-Point Rating Scale	Source of Evidence	Means of Verification
2. LOCAL ECONOMIC DEVELOPMENT (5%)									
Improved job creation opportunities	More effective poverty alleviation	3%	Coordinate activities to create job opportunities.	2.1 Number of work opportunities created	New Indicator	200	1 = <100 2 = 100-199 3 = 200 4 = 201-300 5 = >300	South African ID numbers and Pay Number	Certification by the Consultant with ID numbers of workers.
3. KPA: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT (10%)									
Improved quality, maintenance and equitable services throughout urban areas	Financial management	5%	Coordinate activities to achieve the targets in the 2019/2020 SDBIP.	3.1 % expenditure of CAPEX budget	97%	95%	1 = < 85% 2 = 85 - 94% 3 = 95% 4 = 96 - 99% 5 = 100%	Finance expenditure to date report	Quarterly SDBIP Performance report approved by Council.
		5%	Develop and implement procurement plans to accelerate capital expenditure in the City	3.2 % of USDG spent	95%	95%	1 = < 85% 2 = 85 - 94% 3 = 95% 4 = 96 - 99% 5 = 100%	Venus / Solar Report	Audited Annual Financial Statements OR Compliance Certificate from Finance
	Financial management	5%	Coordinate activities to achieve the targets in the 2019/2020 SDBIP	3.3 % of repairs and maintenance budget spent	96%	95%	1 = < 80% 2 = 80 - 94% 3 = 95% 4 = 96 - 99% 5 = 100%	Finance expenditure to date report	Quarterly SDBIP Performance report approved by Council.

Key Result Area	Key Outcomes	Weight	Activities	Key Performance Indicators	Baseline	Annual Target	5-Point Rating Scale	Source of Evidence	Means of Verification
4. GOOD GOVERNANCE AND PUBLIC PARTICIPATION (25%)									
Enhanced disaster preparedness for effective response, recovery, rehabilitation and restoration		5%	Coordinate activities to achieve the targets in the 2019/2020 SDBIP	4.1 Number of repeat audit findings	1	1	1 = 0 2 = 0 3 = 1 4 = 2 5 = 3	AGSA signed Management Letter	Quarterly SDBIP Performance report approved by Council.
	Attainment of a clean audit report	5%	Implementation of the Operation Clean Audit interventions	4.2 % implementation of the AG and Internal Audit recommendations specific to the Department	100%	100%	1 = < 90% 2 = 90 - 99% 3 = 100% 4 = - 5 = -	AG's Management Letter and Internal Audit Reports.	Audit Report approved by Council.
	A responsive, dependable service delivery regime.	5%	Rapid response to service delivery issues raised during public consultation processes.	4.3 % response to service delivery issues raised during Siyaghuba, Nthiriso, Mayoral Izimbizo, Patition Committee, Human Rights Commission, Public Protector	100%	100%	1 = < 90% 2 = 90% - 99% 3 = 100% 4 = - 5 = -	Department Attending Meetings and Minutes of the Meetings	Response Letters signed by the HOD of the Department
Public Participation Strategy									

Key Result Area	Key Outcomes	Weight	Activities	Key Performance Indicators	Baseline	Annual Target	5-Point Rating Scale	Source of Evidence	Means of Verification
Improved Stakeholder Communication	Increased effectiveness in dissemination of Water interruption information	5%	Management of Communicating to various stakeholders on matters related to water interruptions	4.4 No. of Communication notices issued related to water service delivery interruptions and unplanned services	New Indicator	20	1 = 8 2 = 9-19 3 = 20 4 = 21-30 5 = >30	Water interruption Notices	Media Statements, Twitter Messages, Water interruption notices.
	Enhanced disaster readiness	3%	Participation in all disaster management activities	4.5 % Participation in all disaster management activities relating to both proactive and reactive activities as required by disaster management legislation.	80%	80%	1 < 75% 2 = 75 - 79% 3 = 80% 4 = 81 - 99% 5 = 100%	Attendance registers of (i) quarterly municipal Disaster Management Advisory Forums (ii) Disaster Management Joint Operation Centre (JOC) meetings based on as and when required	Certification by the HOD DEMS
Enhanced disaster preparedness for effective response, recovery, rehabilitation and restoration									
CoE EE Plan	Create a representative employee environment	3%	Coordinate the implementation of the metro-wide EE Plan	4.6 % compliance of the department to the organisational EE target for 2020 – 21.	100%	100%	1 = < 95% 2 = 95 - 99% 3 = 100% 4 = - 5 = -	Approved 2020/21, Report on implementation of EE plan.	Certification by HR department

Key Result Area	Key Outcomes	Weight	Activities	Key Performance Indicators	Baseline	Annual Target	5-Point Rating Scale	Source of Evidence	Means of Verification
Risk Management	Management and mitigation of risk exposure in the organisation	3%	Implementation of risks mitigation strategies specific to the department.	4.7 % implementation of Risk Mitigation strategies.	100%	100%	1 = < 95% 2 = 95 - 99% 3 = 100% 4 = - 5 = -	Quarterly risk mitigation strategies implemented on report to risk committee.	A compliance certificate from the HoD: Risk Management Services.
Create a high performing organisation	Create a culture of performance within CoE	2.5%	Facilitate performance management with all direct reports according to CoE PM Policy	4.8 % conclusion of performance management activities in line with PM policy (All performance agreements (PAs) signed and Reviews conducted for all direct reports within stipulated timeframes)	100%	100%	1 = <90% 2 = 90 - 99% 3 = 100% 4 = - 5 = -	Performance management records (Signed PAs and Review docs) for direct reports	Compliance Certificate by HR
Improved compliance levels of the department	Increased effectiveness on Contract Management	4%	Management and monitoring of contracts in the department	4.9 % of departmental contracts managed in compliance section 116 (3) of MFMA. (Contracts must be in place drafted or vetted by CLS; contract performance periodically monitored; variations approved following BAC processes)	100%	100%	1 = <90% 2 = 90-99% 3 = 100% 4 = 100% + 1 visit/ meeting on any of the contracts 5 = 100% + 2 visits / meetings on any of the contacts.	1. Minutes of Meetings held with service providers. 2. Monthly contract management reports to CM signed by HoD 3. Picture of sites visits (where applicable)	EPMO meetings and Reports

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Key Result Area	Key Outcomes	Weight	Activities	Key Performance Indicators	Baseline	Annual Target	5-Point Rating Scale	Source of Evidence	Means of Verification
An ethical, clean political leadership and administration	Promote a culture of ethical, clean political leadership and administration	2%	Promote a culture of ethical, clean political leadership and administration	4.10 % declaration of financial interests by all levels 1-4	100%	100%	1 = < 95% 2 = 95 - 99% 3 = 100% 4 = - 5 = -	Declaration Register	Certification by HOD Risk

ANNEXURE A.2 COMPETENCIES = 20% OF PERFORMANCE AGREEMENT (Regulation 21 o 2014, of the Systems Act, Act No 32 of 2000)

Competency	Driving Competency	Total Weighting
Strategic Direction and Leadership	Impact and Influence	8
	Institutional Performance Management	
	Strategic Planning and Management	
	Organisational Awareness	
	Human Capital Planning and Development	
People Management	Diversity Management	8
	Employee Relations Management	
	Negotiation and Dispute Management	
	Program and Project Planning and Implementation	
Program and Project Management	Service Delivery and Management	8
	Program and Project Monitoring and Evaluation	
	Budget Planning and Execution	
Financial Management	Financial Strategy and Delivery	8
	Financial Reporting and Monitoring	
	Change Vision and Strategy	
Change Leadership	Process Design and Improvement	8
	Change Impact Monitoring and Evaluation	
	Policy Formulation	
Governance Leadership	Risk and Compliance Management	8
	Cooperative Governance	
	CORE COMPETENCIES	
Moral Competence	Integrity	8
	Honesty	
	Takes a stand against corruption	
	Declares conflict of Interest	

Planning and Organising	Prioritising	8
	Resources Planning & Management	
	Time Management	
	Contingency Planning	
Analysis and Innovation	Root Cause Identification & Analysis	8
	Generates New Ideas and Methods	
	Involves relevant Stakeholder in generating solutions	
Knowledge & Information Management	Use of formal platforms to share knowledge	8
	Use systems to store knowledge	
	Rewards knowledge sharing	
	Harvests knowledge from other sources	
	Verbal Communication	
Communication	Written Communication	8
	Report Writing	
	Use of other media (e.g. social) in Communication	
Results and Quality Focus	Focus on Outcomes and Results	8
	Eliminates Time Wasters	
	Continuously reviews and improves processes	
	Clarifies quality and results expectations	
Batho-Pele Principles (Some already covered under the Competencies)	Consultation	4
	Setting service standards	
	Increasing access	
	Ensuring courtesy	
	Providing information	
	Openness and transparency	
	Redress	
	Value for Money	

5 Declaration Statement for Measurement

The Head of Department hereby declares to be aware of the contents of this performance agreement and to do all that is legally possible to achieve the intended results and to be held accountable for work done in the municipality. Where baselines do not exist the second quarter results will be used as a baseline. You will also be held responsible for work done in the departments and in other inter departmental enterprise teams that you form part thereof.

6 Signatories

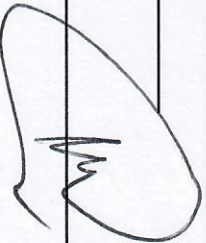
Signature of the Employer: _____



Signed and accepted by (full names) Dr. Mogen Mkhazi (position) CITY MANAGER
duly representing the City of Ekurhuleni "the Employer".

Date: 22/07/2020

Signature of the Employee: _____



Signed and accepted by (full names) M. Dube (position) Job: Water & Sanitation
the employee of the City of Ekurhuleni.

Date: 22 July 2020

Note: Please initial every page.

ANNEXURE B: PERSONAL DEVELOPMENT PLAN

PERSONAL DEVELOPMENT PLAN (PDP)

3 YEAR PERSONAL DEVELOPMENT PLAN (SHORT TERM & LONG TERM)

- There must be a PDP for every employee
- Copies to (1) Employee (2) Training Coordinator in the Department and (3) HR Representative
- For groups of lower level or illiterate employees, who have identical designations (jobs), there can be one PDP for the group, with a name list of all in the group performing the same functions attached.
- For every NEW employee, a PDP should be completed within the first 2 weeks of employment and copies held by (1) the employee, (2) Departmental Training Coordinator and (3) HR Representative.

NAME & SURNAME:	
EMPLOYEE NUMBER:	
DEPARTMENT:	
DESIGNATION:	
DIRECT SUPERVISOR / MANAGER:	
FORMAL QUALIFICATIONS: GRADE 12 CERTIFICATES – 120 CREDITS DIPLOMAS DEGREES HIGHER DEGREES	
SHORT COURSES AND SKILLS PROGRAMMES FOUND COMPETENT	

LEARNING AND DEVELOPMENT REQUIRED

MUST be either (1) Inherent requirement of the job; (2) (Linked to Strategy (GDS; IDP; SDBIP); (3) Address a CRITICAL Skill shortage; (4) Linked to an COE FLAGSHIP programme; (5) Address a SKILLS/ PERFORMANCE GAP; OR (6) In line with a future Career Plan or Succession Plan in an COE Department, which should also address the above.

SHORT TERM: (less than 3 Months: 2 Interventions per Financial year)

Financial Year	Identify specific Learning and Development programmes or courses	Type of learning: Formal Training / Skills Programme Short Course Mentoring and / or Coaching Internship/ Learnership / Apprenticeship Guidance and Instruction. Degree/ Bursary; Exchange Program	Due date (by when)	Duration of Training
2019/20				
2019/20				
MEDIUM TO LONG TERM (More than 3 Months)				
2019/20				
2019/20				
2019/20				
2020/21				
2021/22				

Authentication and agreement:

DIRECT SUPERVISOR / MANAGER:

Are the above learning interventions inherent requirements of the employee's job?	Y	N		
Do the above learning interventions address STRATEGY of the Organisation / Department (GDS / IDP / SDBIP)?	Y	N		
Do the above learning interventions address CRITICAL Skills shortage?	Y	N		
Do the above learning interventions address any FLAGSHIP PROGRAMME of the Organisation / Department?	Y	N		
Do the above learning interventions address a SKILLS GAP between the Skills of the employee and the Job Requirements?	Y	N		
Is the above training PROFESSIONAL, VOCATIONAL, TECHNICAL, or ACADEMIC Learning?	P	V	T	A

SIGNED BY SUPERVISOR ON DATE: 22/07/2020 AT: (PLACE): GEMSTON

SIGNATURE

SIGNED BY EMPLOYEE ON DATE: 22/07/2020 AT: (PLACE): Berea

SIGNATURE

Copies to (1) Employee (2) Training Coordinator in the Department and (3) HR Representative (4) PM Practitioner