

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: Human Resources

*for the Financial Year:
1 July 2024 - 30 June 2025*

D.G. Mphahlele

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

Linda Louisa Gxasheka, employee of the City of Ekurhuleni (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

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".
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.
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.
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 -

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;
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

1. This Agreement will commence on **1 July 2024** and will remain in force until **30 June 2025**. 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.
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. This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
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.
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.

3. PERFORMANCE OBJECTIVES

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.
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.

MMA
J.G.

4.2.1 The KPA's describe the main tasks that need to be done.

2. The KPI's provide the details of the evidence that must be provided to show that a key objective has been achieved.
3. The target dates describe the timeframe in which the work must be achieved.
4. The weightings show the relative importance of the key objectives to each other.

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.

3. PERFORMANCE MANAGEMENT SYSTEM

1. The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employee**, management and municipal staff of the **Employer**.
 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.
 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. 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. 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 KPA's, 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

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

3.1 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.

d.g. MFM

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.

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:

1. Municipal Manager;
2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

Handwritten signature/initials: A.G. MPA

3. MMC for Finance;
4. Municipal manager from another municipality; and
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

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 2024

Second quarter : October – December 2024

Third quarter : January – March 2025

Fourth quarter : April – June 2025

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.

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.

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

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:

2.6
MFM

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

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.

11. 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 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.

MM
L.G.

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 Germiston on this the 26 day of July 2024

AS WITNESSES:

1. _____ EMPLOYEE 

2. _____

AS WITNESSES:

1.  _____ EMPLOYER (CITY MANAGER) 

ANNEXURE A
PERFORMANCE PLAN

for
Linda Louisa Gxasheka
HoD: Human Resources

Handwritten initials:
M.M.
d.G.

Content

1. Purpose of the Agreement
2. Responsibilities of the HoD: Human Resources
3. Appraisal Outcome Summary
4. Performance Plan
 1. Key Performance Areas
 2. Core Competency Requirements/Core Managerial Competencies
5. Declaration Statement for Measurement
6. Signatories
7. Personal Development Plan

Source of information: Approved 2024/2025 SDBIP and other strategic documents.

MHA
L.G.

1. PURPOSE OF THE AGREEMENT

The performance plan defines the Council's expectations of the HoD: Human Resources. 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: Human Resources

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 2024-2025 SDBIP

Key Results	Key Performance Indicators	Annual Target	Quarter 1	Mid-Year Review/ Appraisal	Quarter 3	Year-End Appraisal
Improved human resources well being	1Q. Percentage compliance with occupational health and safety ACT	60	10.00	30.00	40.00	60.00
Improved employee relations environment	2Q. Percentage of grievances concluded within the specified time frame	60	15.00	15.00	15.00	15.00
Improved employee relations environment	3Q. Percentage of Disciplinary Cases (DC's) concluded within the specified time frame	60	15.00	15.00	15.00	15.00
Improved CoE employees wellbeing	4Q. Number of awareness and education programmes related to employees' health and wellness issues	4	1.00	1.00	1.00	1.00
Improved human resources well being	5Q. Number of critical vacancies filled	120	0.00	0.00	0.00	120.00
Improved human resources well being	6Q. Percentage identified employees undergoing competency profiling.	50	0.00	0.00	0.00	50.00
Improved human resources well being	7Q. Number of supervisors, managers, employees, and labour workshopped on management of absenteeism and incapacity.	600	0.00	0.00	0.00	600.00
Improved human resources well being	8Q. Number of GEYQDI advocacy programmes implemented	1	0.00	0.00	0.00	1.00
Improved human resources well being	GG 1.21 Staff vacancy rate	35	35.00	35.00	35.00	35.00
Improved human resources well being	GG1.22 Percentage of vacant posts filled within 6 months	45	0.00	0.00	0.00	45.00

MHM
L.S.

Improved human resources well being	GG5.11 Number of active suspensions longer than three months	15	15.00	15.00	15.00	15.00
To build a clean, capable and modernised Local State	FM1.12 Total Operating Expenditure as a percentage of Total Operating Expenditure Budget	95	0.00	0.00	0.00	95.00
To build a clean, capable and modernised Local State	FM4.11 Irregular, Fruitless and Wasteful, Unauthorised Expenditure as a percentage of Total Operating Expenditure	0	0.00	0.00	0.00	0.00
To build a clean, capable and modernised Local State	FM6.13 Percentage of tender cancellations	5	0.00	0.00	0.00	5.00
To build a clean, capable and modernised Local State	Percentage of total municipal operating expenditure spent on contracted services physically residing within the municipal area	5	0.00	0.00	0.00	5.00
Create a high performing organisation	Percentage 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	0.00	0.00	0.00	100.00
CoE EE Plan	Percentage compliance of the department to the organisational EE target for 2024 – 25	100	0.00	0.00	0.00	100.00
COE EE plan	Number of departmental Skills Development Committee taking place, on a quarterly basis	4	1.00	1.00	1.00	1.00
COE EE Plan	Percentage of disabled employees appointed in the department	50	0.00	0.00	0.00	50.00
improved compliance levels of the department	Percentage 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	0.00	0.00	0.00	100.00
Risk Management	Percentage implementation of Risk Mitigation strategies.	80	0.00	0.00	0.00	80.00
An ethical, clean political leadership and administration	Percentage implementation of the AG recommendations specific to the Department	100	0.00	0.00	0.00	100.00
An ethical, clean political leadership and administration	Percentage implementation of the Internal Audit recommendations specific to the Department	100	0.00	0.00	0.00	100.00
Improve good governance	Percentage declaration of financial interests by all Senior Managers and higher	100	0.00	0.00	0.00	100.00
An ethical, clean political leadership and administration	Number of monitoring services provided to reduce overtime expenditure	16	4.00	4.00	4.00	4.00

MFM 26,

5 PERFORMANCE PLAN

1. Key Performance Areas

KPA	Key Result Area	Key Outcomes	Weights	Activities	KPI	Baseline	Annual Target	5-Point Rating Scale	Portfolio of Evidence	Source of Evidence
MUNICIPAL DEVELOPMENT AND ORGANISATIONAL TRANSFORMATION (6.00)	Improved human resources well being	Improved compliance to occupational health and safety ACT	6	Coordinate activities to ensure compliance with the OHS Act.	1Q. Percentage compliance with occupational health and safety ACT	60.00	60	1 = <40% 2 = 40-59% 3 = 60% 4 = 61-80% 5 = >80%	Occupational Hygiene survey report on indoor air quality (Q1). Occupational Hygiene survey report on ergonomics (Q2). Occupational Hygiene survey report on Hazardous Biological Agents (Q3). Presentation and signed attendance Register of participants. (Q4).	SDBIP Quarterly/ annual reports as reflected in Council minutes
MUNICIPAL DEVELOPMENT AND ORGANISATIONAL TRANSFORMATION (3.00)	Improved employee relations environment	Improved employee relations environment	3	Coordinate activities to conclude grievances within the specified timeframe	2Q. Percentage of grievances concluded within the specified time frame	60.00	60	1 = <40% 2 = 40-59% 3 = 60% 4 = 61-80% 5 = >80%	Dated and signed case management records/spreadsheets on suspensions by DH: ER	SDBIP Quarterly/ annual reports as reflected in Council minutes
MUNICIPAL DEVELOPMENT AND ORGANISATIONAL TRANSFORMATION (3.00)	Improved employee relations environment	Improved employee relations environment	3	Coordinate activities to conclude grievances and DC cases within specified time frame	3Q. Percentage of Disciplinary Cases (DC's) concluded within the specified time frame	60.00	60	1 = <40% 2 = 40-59% 3 = 60% 4 = 61-80% 5 = >80%	Dated and signed case management records/spreadsheets on suspensions by DH: ER	SDBIP Quarterly/ annual reports as reflected in Council minutes
MUNICIPAL DEVELOPMENT AND ORGANISATIONAL TRANSFORMATION (10.00)	Improved CoE employees wellbeing	Improved CoE employees wellbeing	10	Coordinate activities to conduct awareness and education programmes on employee on health and wellness issues	4Q. Number of awareness and education programmes related to employees' health and wellness issues	4.00	4	1 = <2 2 = 3 3 = 4 4 = 5 5 = 6 =>6	Dated and signed attendance register of the employee participants. Dated and signed Wellness Report signed off by the Divisional Head: OD & EWB.	SDBIP Quarterly/ annual reports as reflected in Council minutes
MUNICIPAL DEVELOPMENT AND ORGANISATIONAL TRANSFORMATION (6.00)	Improved human resources well being	Institutional Capacitation for service delivery optimisation	6	Coordinate activities for critical vacancies to be filled	5Q. Number of critical vacancies filled	200.00	120	1 = <90 2 = 90 - 119 3 = 120 4 = 121 - 150 5 = >150	Spreadsheet of filled vacancies signed off by Divisional Head: TA & HRBP.	SDBIP Quarterly/ annual reports as reflected in Council minutes
MUNICIPAL DEVELOPMENT AND ORGANISATIONAL TRANSFORMATION (6.00)	Improved human resources well being	Improved skills capacity	6	Coordinate activities to complete competency profiles for HODs and DHs	6Q. Percentage identified employees undergoing competency profiling.	0.00	50	1 = <30% 2 = 30 - 49% 3 = 50% 4 = 51 - 70% 5 = >70%	Competency profiling project report signed off by the DH SHR & TM	SDBIP Quarterly/ annual reports as reflected in Council minutes
MUNICIPAL DEVELOPMENT AND ORGANISATIONAL TRANSFORMATION (6.00)	Improved human resources well being	Improve efficiencies in management of absenteeism and incapacity.	6	Coordinate activities to conduct supervisors and managers training on effectively and efficiently management of absenteeism and incapacity	7Q. Number of supervisors, managers, employees, and labour workshopped on management of absenteeism and incapacity.	400.00	600	1 = <580 2 = 580 - 599 3 = 600 4 = 601 - 620 5 = >620	Dated and signed attendance register of the participants. Dated and signed absenteeism report signed off by the Divisional Head: OD & EWB.	SDBIP Quarterly/ annual reports as reflected in Council minutes
MUNICIPAL DEVELOPMENT AND	Improved human resources well	Diversity, equity, and inclusion	5	Coordinate activities to conduct	8Q. Number of GEYODI advocacy programmes	1.00	1	1 = - 2 = 0 3 = 1 4 = 2 5 = >2	Presentations dated and signed attendance registers	SDBIP Quarterly/ annual reports

MTR

J.G.

ORGANISATIONAL TRANSFORMATION (5.00)	being			advocacy programmes	implemented				of participants. Report signed off by DH: TA&HRBP.	as reflected in Council minutes
MUNICIPAL DEVELOPMENT AND ORGANISATIONAL TRANSFORMATION (5.00)	Improved human resources well being	GG1. Improved municipal capability	5	Coordinate activities to reduce staff vacancy rate	GG 1.21 Staff vacancy rate	26.00	35	1 =>40 2 = 36% - 40% 3 = 35% 4 = 34% - 30% 5 = <30%	Dated and signed Spreadsheet of Funded Vacant Positions.	SDBIP Quarterly/ annual reports as reflected in Council minutes
MUNICIPAL DEVELOPMENT AND ORGANISATIONAL TRANSFORMATION (5.00)	Improved human resources well being	GG1. Improved municipal capability	5	Facilitation to fill vacant posts within 6 months	GG1.22 Percentage of vacant posts filled within 6 months	60.00	45	1 =<40% 2 = 40% - 44% 3 = 45% 4 = 46 - 50% 5 = >50%	Spreadsheet of the appointed candidates signed by HOD HR	SDBIP Quarterly/ annual reports as reflected in Council minutes
MUNICIPAL DEVELOPMENT AND ORGANISATIONAL TRANSFORMATION (5.00)	Improved human resources well being	GG5. Zero tolerance of fraud and corruption	5	Coordinate activities to reduce number of suspensions	GG5.11 Number of active suspensions longer than three months	2.00	15	1 = >20 2 = 20-16 3 = 15 4 = 14 - 10 5 = <10	Dated and signed case management records/spreadsheets on suspensions by DH: ER.	SDBIP Quarterly/ annual reports as reflected in Council minutes
FINANCIAL VISIBILITY AND SUSTAINABILITY (2.00)	To build a clean, capable and modernised Local State	FM1. Enhanced municipal budgeting and budget implementation	2	Coordinate activities to achieve Total Operating Expenditure as a percentage of Total Operating Budget	FM1.12 Total Operating Expenditure as a percentage of Total Operating Budget	96.00	95	1 = <92% 2 = 92% - 94% 3 = 95% 4 = 96% - 98% 5 = >98%	Excel spreadsheet from Budget office.	SDBIP Quarterly/ annual reports as reflected in Council minutes
FINANCIAL VISIBILITY AND SUSTAINABILITY (5.00)	To build a clean, capable and modernised Local State	FM4. Improved expenditure management	5	Coordinate activities for Irregular, Fruitless and Wasteful, Unauthorised Expenditure as a percentage of Total Operating Expenditure	FM4.11 Irregular, Fruitless and Wasteful, Unauthorised Expenditure as a percentage of Total Operating Expenditure	0.00	0	1 = >2 2 = 1 - 2% 3 = 0% 4 = - 5 = -	The Audited Annual Financial Statements for the previous financial year as finalised in January of the following financial period for the previous financial period,	SDBIP Quarterly/ annual reports as reflected in Council minutes
FINANCIAL VISIBILITY AND SUSTAINABILITY (2.00)	To build a clean, capable and modernised Local State	FM6. Improved supply chain management	2	Coordinate activities to reduce Percentage of tender cancellations	FM6.13 Percentage of tender cancellations	5.00	5	1 = >7% 2 = 7% - 6% 3 = 5% 4 = 4% - 3% 5 = <3%	Signed and dated SCM report containing tender cancellations in relation to the total number of tender business cases that was recorded, advertised and closed.	SDBIP Quarterly/ annual reports as reflected in Council minutes
FINANCIAL VISIBILITY AND SUSTAINABILITY (2.00)	To build a clean, capable and modernised Local State	Improved expenditure on the Capital Budget	2	Coordinate activities to achieve total municipal operating expenditure spent on contracted services physically residing within the municipal area	Percentage of total municipal operating expenditure spent on contracted services physically residing within the municipal area	0	5	1 = <2% 2 = 2 - 4% 3 = 5% 4 = 6% - 8% 5 = >8%	Signed Expenditure report on municipal operating expenditure spent on contracted services	SDBIP Quarterly/ annual reports as reflected in Council minutes
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (3.00)	Create a high performing organisation	Create a culture of performance within CoE	3	Facilitate performance management with all direct reports according to CoE PM Policy	Percentage conclusion of performance management activities in line with PM policy (All performance agreements (PAs) signed and reviews conducted for all	100.00	100	1 = <90% 2 = 90 - 99% 3 = 100% 4 = Employees on T15 and above 5 = -	Compliance Certificate signed by DH SHR&TM	Quarterly performance review records for direct reports & 1 Final assessment report

MAM

2-6

					direct reports within stipulated timeframes)					
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (3.00)	CoE EE Plan	Create a representative employee environment	3	Coordinate the implementation of the metro-wide EE Plan	Percentage compliance of the department to the organisational EE target for 2024 – 25	100.00	100	1 = < 90% 2 = 90 - 99% 3 = 100% 4 = - 5 = -	Certification by HR department, signed off by EE Senior Manager overseeing EE implementation throughout CoE.	Approved 2024/25 Report on implementation of EE plan
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (3.00)	COE EE plan	Create a representative employee environment	3	Coordination of Skills Development Committee meetings in the department	Number of departmental Skills Development Committee taking place, on a quarterly basis	100.00	4	1 = < 2 2 = 2 - 3 3 = 4 4 = - 5 = -	Certification by HR department	Minutes and attendance registers of the 4 meetings.
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (2.00)	COE EE Plan	Create a representative employee environment	2	Coordination of recruitment processes planned to appoint employees with disabilities	Percentage of disabled employees appointed in the department	100.00	50	1 = < 30% 2 = 30 - 49% 3 = 50% 4 = 51 - 70% 5 = > 70%	Certification by HR department	Signed appointment letters.
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (2.00)	Improved compliance levels of the department	Increased effectiveness on Contract Management	2	Management and monitoring of contracts in the department	Percentage 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)	100.00	100	1 = < 90% 2 = 90 - 99% 3 = 100% 4 = 100% + 1 site visit/meeting on any of the contracts 5 = 100% + 2 site visits / meetings on any of the contracts.	Compliance Certificate by CLS	1. Summary of Meetings held with service providers. 2. Picture of sites visits (where applicable)
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (2.00)	Risk Management	Management and mitigation of risk exposure in the organisation.	2	Implementation of risks mitigation strategies specific to the department.	Percentage implementation of Risk Mitigation strategies.	100.00	80	1 = < 70% 2 = 70 - 79% 3 = 80% 4 = 81 - 90% 5 = 91 - 100%	A compliance certificate from the HoD: Risk Management Services.	Quarterly risk mitigation strategies implementation report to risk committee.
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (3.00)	An ethical, clean political leadership and administration	Attainment of a clean audit report	3	Implementation of the Operation Clean Audit interventions	Percentage implementation of the AG recommendations specific to the Department	100.00	100	1 = < 95% 2 = 95 - 99% 3 = 100% 4 = - 5 = -	Audit Report approved by Council. Internal Audit compliance certificate.	AG's Management Letter
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (3.00)	An ethical, clean political leadership and administration	Attainment of a clean audit report	3	Implementation of the Operation Clean Audit interventions	Percentage implementation of the Internal Audit recommendations specific to the Department	100.00	100	1 = < 95% 2 = 95 - 99% 3 = 100% 4 = - 5 = -	Audit Report approved by Council. Internal Audit compliance certificate.	Internal Audit Reports.
GOOD GOVERNANCE AND PUBLIC PARTICIPATION (3.00)	Improve good governance	Create a culture of declaration of financial interest	3	Promote a culture of ethical, clean political leadership and administration	Percentage declaration of financial interests by all Senior Managers and higher	100.00	100	1 = < 95% 2 = 95 - 99% 3 = 100% 4 = lower than senior managers 5 = -	A compliance certificate from Risk Management Department	Declaration Register
FINANCIAL VISIBILITY AND SUSTAINABILITY	An ethical, clean political leadership and	Reduced expenditure on overtime	5	Coordinate activities to reduce	Number of monitoring services provided	New KPI	16	1 = < 10 2 = 10 - 15 3 = 16 memos	Quarterly memos to departments Analysed	Departmental Expenditure reports Memos

MTB

26

(5.00)	administration		overtime expenditure for Energy, Water and Sanitation, EMPD and ER&WM.	to reduce overtime expenditure		4 = 2 analysed reports 5 = >2 analysed reports	departments reports
--------	----------------	--	--	--------------------------------	--	--	---------------------

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

Competency	Total Weighting
Analysis and Innovation	8.00
Batho-Pele-Principles(Some already covered under the Competencies)	4.00
Change Leadership	8.00
Communication	8.00
Financial Management	8.00
Governance Leadership	8.00
Knowledge & Information Management	8.00
Moral Competence	8.00
People Management	8.00
Planning and Organising	8.00
Program and Project Management	8.00
Results and Quality Focus	8.00
Strategic Direction and Leadership	8.00

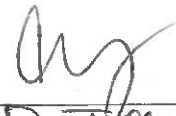
L.G.

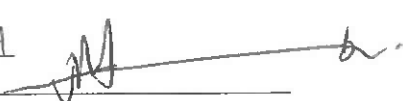
6. Declaration Statement for Measurement

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.

d.G.

1. 6. Signatories

Signature of the Employer: 
Signed and accepted by (full names) Dr. I. Mashazi (position) City Manager, duly representing the City of Ekurhuleni "the Employer".

Date: 26 July 2024
Signature of the Employee: 

Linda Louisa Gxasheka
Signed and accepted by (full names) Linda Gxasheka (position) HOD: Human Resources, the employee of the City of Ekurhuleni.

Date: 26 July 2024

Note: Please initial every page

ANNEXURE B: PERSONAL DEVELOPMENT PLAN

PERSONAL DEVELOPMENT PLAN (PDP)

NAME & SURNAME:	Linda Louisa Gxasheka
EMPLOYEE NUMBER:	
DEPARTMENT:	Human Resources
DESIGNATION:	
DIRECT SUPERVISOR / MANAGER:	Maboikanyo Imogen Mashazi
FORMAL QUALIFICATIONS: GRADE 12 CERTIFICATES – 120 CREDITS DIPLOMAS DEGREES HIGHER DEGREES	
SHORT COURSES AND SKILLS PROGRAMMES FOUND COMPETENT	

LEARNING AND DEVELOPMENT REQUIRED

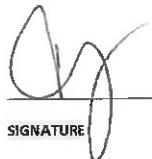
SHORT TERM : (Less than 3 Months: 2 Interventions per Financial year)

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

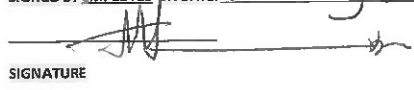
A-G

Authentication and agreement:

SIGNED BY SUPERVISOR ON DATE: 26 July 2024 AT: (PLACE): Germiston


SIGNATURE

SIGNED BY EMPLOYEE ON DATE: 26 July 2024 AT: (PLACE): Germiston


SIGNATURE

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