



UMZIMVUBU
LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

LEBOHANG JOSEPH MOLEKO

**SENIOR MANAGER: INFRASTRUCTURE AND
PLANNING**

2023-2024

UPHULISO KUMNTU WONKE

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NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION AND DEFINITIONS

1. In this Agreement, unless the context indicates otherwise–
- (a) an expression, which denotes any gender, includes the other genders, a natural person includes an judicial person and vice versa, and the singular includes the plural and vice versa;
 - (b) clause headings are for convenience only and will not be used in its interpretation, and the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings–

“**Agreement**” means this Performance Agreement and all the Appendices hereto;

“**Employee**” means *Lebohang Joseph Moleko*

“**KPA**” means Key Performance Area;

“**KPI**” means Key Performance Indicator;

“**KRA**” means Key Responsible Area;

“**MEC**” means the Member of the Eastern Cape Executive Council responsible for local government;

“**MFMA**” means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

“**Municipality**” means UMZIMVUBU LOCAL MUNICIPALITY, established in terms of Structures Act;

“**Parties**” means the Municipality and the Employee;

“**Performance management system**” means a process used by the Municipality to evaluation organizational and its individual performance against goals and objectives set out on the IDP.

“**Regulations**” means the Local Government: Performance Regulations for Municipal



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Managers and Managers Directly Accountable to Municipal Managers, 2006, promulgated in the Government Gazette as Regulation Notice 805 on 1 August 2006;

“**Structures Act**” means the Local Government: Municipal Structures Act, 2000 (Act No. 117 of 1998); and

“**Systems Act**” means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended, and the Regulations promulgated in terms of the Act;

- (c) Words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause; and
- (d) This agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

PURPOSE OF THIS AGREEMENT

2. The purpose of this Agreement is to –

- (a) Comply with the provisions of Section 57(1)(b),(4A),(4B), (4C) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- (b) Communicate the Employer’s performance expectations and accountabilities to the Employee, by specifying objectives and targets as defined in the IDP;
- (c) Specify accountabilities as set out in the Performance Plan, which must be in a format substantially compliant with **Appendix “A”**;
- (d) Monitor and measure performance against set targeted outputs;
- (e) Use this Agreement and the Performance Plan as the basis for assessing the performance of the Employee and to establish whether the Employee has met the performance expectations applicable to the position; and
- (f) Appropriately reward the Employee in accordance with the Employer’s performance management policy in the event of outstanding performance.



COMMENCEMENT AND DURATION

- 3.(1) This Agreement will commence on 01 July 2023 and will remain in force until 30 August 2023 whereafter a new Agreement, Performance Plan and Personal Development Plan must be concluded between the parties for each of the following financial years or any portion thereof for the duration of the Agreement of Employment.
- (2) This Agreement will terminate on the termination of the Employee's employment for any reason whatsoever or when the Acting Appointment is terminated.
- (3) The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- (4) If at any time during the validity of this Agreement the work environment alters, whether as a result of government or council decisions or otherwise, to the extent that the contents of this Agreement are no longer appropriate, the contents must immediately be revised.
- (5) Any significant amendments or deviations must take cognisance of the requirements of sections 34 and 42 of the Systems Act, and regulation 4(5) of the Regulations.

PERFORMANCE OBJECTIVES

- 4.(1) The Performance Plan must set out the—
 - (a) the performance objectives and targets that must be met by the Employee; and
 - (b) the time frames within which those performance objectives and targets must be met.
- (2) The performance objectives and targets reflected in the Performance Plan must—
 - (a) be set by the Employer in consultation with the Employee;
 - (b) be based on the Integrated Development Plan and Budget of the Employer; and
 - (c) include key objectives, performance indicators, target dates and weightings.
- (3) It is agreed that—



- (a) the key objectives must describe the main tasks that must be performed by the Employee.
 - (b) the key performance indicators provide the details of the evidence that must be provided to indicate that a key objective has been achieved;
 - (c) the target dates describe the timeframe in which the work must be achieved; and
 - (d) the weightings indicate the relative importance of the key objectives to each other.
- (4) The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

PERFORMANCE MANAGEMENT SYSTEM

- 5.(1) The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Municipality, and accepts that the purpose of the performance management system is to provide a comprehensive system, with specific performance standards, to assist Municipality to perform to the standards required.
- (2) The Employer must consult the Employee about the specific performance standards that are included in the performance management system that are applicable to the Employee.
- (3) The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas, including special projects relevant to the Employee's responsibilities, within the local government framework.
- (4) The Employee must be assessed on his or her performance in terms of the performance indicators identified in the attached Performance Plan and include—
(a) the Key Performance Areas; and
(b) Core Managerial Competencies,
with a weighting of 80:20 allocated to sub-clause (a) and (b) respectively.
- (5) The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory

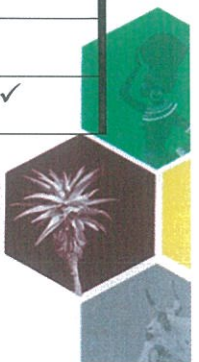


and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (80% of Total)	Weighting
Municipal Institutional Development and Transformation	
Local Economic Development	10
Municipal Financial Viability and Management	5
Good Governance and Public Participation	2.5
Basic Service Delivery	80
Spatial Development	2.5
Total	100%

- (6) The Core Management Criteria will make up the other 20% of the Employee's assessment score
- (7) The Core Competency Requirements are deemed to be most critical for the Employee's specific job and only ten (12) of them should be selected from the list below including the compulsory CMC s as agreed to between the Employer and Employee.

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC's)	✓	WEIGHT
Strategic Direction and Leadership	✓	10 ✓
Programme and Project Management	✓	10 ✓
Financial Management	✓	10 ✓
Change Management	✓	
People Management	✓	10 ✓
Governance Leadership	✓	10 ✓
CORE OCCUPATIONAL COMPETENCIES (COC's)		
Moral Competence	✓	10 ✓
Planning and Organising	✓	10 ✓
Analysis and Innovation	✓	
Knowledge and Information Management	✓	10 ✓



Communication	√	10 ✓
Results and quality focus	√	10 ✓
Total percentage		100%

(8) Final Assessment scores shall be given according to each Key Performance Area either by working out a mean or by giving one final score to each KPA.

(9) Final Assessment scores shall be awarded according to each Core Managerial Competency either by working out a mean or by giving one final score to each CCR.

EVALUATING PERFORMANCE

- 6.(1) The Performance Plan, attached hereto as Appendix "A", must set out the : -
- (a) the standards and procedures for evaluating the Employee's performance;
 - and
 - (b) the intervals for the evaluation of the Employee's performance.
- (2) Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage during the validity of the Agreement of Employment.
- (3) Personal growth and development needs identified during any performance review discussion, as well as the actions and time frames agreed to, must be documented in a Personal Development Plan, which must be in a format substantially compliant with Appendix "B".
- (4) The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.
- (5) The annual performance appraisal must involve—
- (a) an assessment of the achievement of results as outlined in the performance plan;
 - (b) an assessment of each Key Performance Area 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;
 - (c) a rating on the five-point scale for each Key Performance Area; and
 - (d) the use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.
- (6) The Core Management Criteria must be assessed–
- (a) according to the extent to which the specified standards have been met;
 - (b) with an indicative rating on the five-point scale for each Criteria; and
 - (c) by using the applicable assessment rating calculator to add the scores and calculating a final score.
- (7) An overall rating is calculated by using the applicable assessment-rating calculator, Which represents the outcome of the performance appraisal, provided that the performance assessment of the Employee will be based on the following rating scale for both Key Performance Indicators and Core Management Criteria:

Level	Terminology	Description Rating
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	Performance Significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.



2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

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

SCHEDULE FOR PERFORMANCE REVIEWS

- 7.(1) The performance of each Employee in relation to his or her performance agreement must be reviewed during—
- (a) January to March for the Third quarter
 - (b) April to June for the Fourth quarter,

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

- (2) The Employer must keep a record of all performance assessment meetings, and feedback must be based on the Employer's assessment of the Employee's performance.
- (3) The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee must be consulted before any such change is made.
- (4) The work performance and performance review will not be confined and limited to the performance plan, any incidental work outside the performance plan shall be performed and evaluated accordingly.



(6) The above mentioned formula in subsection 5 shall be normalised as follows:-

RANGE	SCORE	% Bonus
150 AND ABOVE	164 and above	14
	163	13.705
	162	13.42
	161	13.135
	160	12.85
	159	12.565
	158	12.28
	157	11.995
	156	11.71
	155	11.425
	154	11.14
	153	10.855
	152	10.57
	151	10.285
	150	10

RANGE	SCORE	% Bonus
Between 130 and 149	149	9
	148	8.6
	147	8.4
	146	8.2
	145	8
	144	7.8
	143	7.6
	142	7.4
	141	7.2
	140	7
	139	6.8
	138	6.6
	137	6.4
	136	6.2
	135	6
	134	5.8



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13.(1) The Employer must make the contents of this Agreement and the outcome of any review

conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.

- (2) Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his or her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- (3) The performance assessment results of the Municipal Manager must be submitted to the Member of the Executive Council responsible for local government in the Eastern Cape as well as the National Minister responsible for local government, within fourteen days after the conclusion of the assessment.
- (4) The employee is required to complete the Financial Disclosure Form as per Item 5 of the Code of Conduct for municipal staff members which is attached to this agreement as Appendix "C".

SIGNED AT Kwabonke ON THIS 03rd July DAY OF 2023

AS WITNESSES:

1. 

2. 


SIGNATURE OF THE EMPLOYER REP.

AS WITNESSES:

1. 

2. 


SIGNATURE OF THE EMPLOYEE REP.



PERFORMANCE PLAN 2023/2024

Entered into by and between

UMzimvubu Local Municipality

and

LEBOHANG JOSEPH MOLEKO

1. Purpose

The performance plan defines the Council's expectations of the **SENIOR MANAGER: INFRASTRUCTURE AND PLANNING**, performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

2. Key responsibilities

The following objects of local government will inform the **SENIOR MANAGER: INFRASTRUCTURE AND PLANNING** against set performance indicators:

- 2.1 Provide democratic and accountable government.
- 2.2 Ensure sound governance within the municipality.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3. Key Performance Areas

The following Key Performance Areas (KPAs) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:



- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and Transformation.
- 3.3 Local Economic Development
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation
- 3.6 Spatial development

**4. Key Performance Objectives and Indicators, for the SENIOR MANAGER:
INFRASTRUCTURE AND PLANNING**

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

- 4.1 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1 August 2006)
- 4.2 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.3 Municipal Finance Management Act, 2003,
- 4.4 Municipal Structures Act, 1998, in particular but not limited to Section 29 and 50
- 4.5 Umzimvubu Delegation of powers, particularly, powers delegated to Chief Financial Officer
- 4.6 Municipal Systems Act, 2000, in particular, but not limited to, Chapter 6, 7 sections 66 and 71, Schedule 2

Signed and accepted by:

 L. Moleko

Job title:

SM: Infrastructure & Planning

Date:

03/07/23

Signed by the (MUNICIPAL MANAGER) on behalf of the uMzimvubu Local Municipality

Manager:



Date:

13/07/2023



Key Performance Area		Employee name and surname	Lebohang Joseph Moleko		Authorised signature on behalf of the employer	Date					
		Job title	Senior Manager: Infrastructure and Planning		Employee's signature	Date					
		Employee no.	6008		Financial Year	2023/2024					
		Department	Infrastructure and Planning Department								
Programme/Project	KPI	Baseline	Budget amount	calculation type	Weight	Sources of evidence	Annual Target	Dec	Sep	Mar	Jun
Community Hall Constructed	Number of community halls constructed	3	R 13 750 000.00	STD	15%	Completion certificates	5 Community halls	N/A	N/A	N/A	5
Construction of Human Settlement projects	Number of housing units to be built	56	R 138 200 000.00	STD	5%	Completion certificates	460	N/A	N/A	N/A	460 units
Phase 2 Municipal offices	Percentage completion of phase 2 of Municipal offices	Phase 2 under construction at 25% complete	R 13 000 000.00	STD	10%	Progress reports, Completion Certificate	100% completion of Phase 2 Municipal offices	100% completion	75% completion	N/A	N/A
Construction of Multipurpose Centre Phase 6 (Multi-Year Project)	Number of phases completed on Multi-purpose centre	Phase 5 complete	R 4 200 000.00	STD	5%	Completion Certificate	1	N/A	N/A	N/A	1
Kwabhaca Phase 8 surfacing	No of Km's of road surfaced	96% roads surfacing in Kwabhaca town	R4 722 444.03	STD	9%	Adverts, Appointment letters, Progress reports, Completion certificates	4.5 Km's	N/A	N/A	N/A	4.5 km's

Basic Service Delivery	Road Construction	Km of new roads constructed	3,2 km's	R9 625 000,00	STD	10% completion certificate	20,27 km's	N/A	N/A	20,27 km's
Basic Service Delivery	Road maintenance	Km of roads maintained	138,32 km's	R40 062 500,00	STD	10% Completion certificates	148,92 km's	N/A	N/A	148,92 km's
Basic Service Delivery	Provision of grid electrification to households	Number of households with installed electricity infrastructure	850 h/h	R17 350 000,00	STD	5% Advert, appointment letter, progress reports, handover certificates	476	Advert	Appointment letters	476
Basic Service Delivery	Bridge construction	Number of bridges constructed	2	R13 220 000,00	STD	5% Completion certificate	4	N/A	N/A	4
Spatial Development	Three-year Contract for Land survey services	Percentage of sites surveyed	100%	R1 000 000,00	STD	2,5% Survey reports	100,00%	100%	100,00%	100,00%
Local Economic Development	capacitating SMMEs on building construction	Number of SMMEs capacitated on building construction programs	10	N/A	STD	4% Appointment letters/ol SMME's	15	N/A	N/A	15
Local Economic Development	Employment of local labor	Number of local labor to be employed	132	N/A	STD	10% Signed labor forms	150	30	50	150
Municipal Financial Viability and Management	Revenue collection	Revenue amount collected	400 000,00	N/A	STD	2,5% Payable receipts	450000	R50 000,00	R 125 000,00	R450 000,00

PERSONAL DEVELOPMENT PLAN 2023/2024

Incumbent	Lebohang Joseph Moleko	
Employee No.	6008	
Job Title	Senior Manager: Infrastructure & Planning	
Report to	Municipal Manager	

1. What are the competencies required for this job (refer to competency profile of job Description)? *(As required per the advert)*
 - a. Bachelor of Technology in Civil Engineering
 - b. Competency Certificate in Project Management
 - c. 3-5 years' experience in middle management
 - d. Driving License
 - e. Computer Literacy
2. What competencies from the above list, does the job holder already possess?
 - Bachelor of Technology in Civil Engineering
 - Competency Certificate in Project Management
3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)
 - Design on Gravel Access Road and Bridges
 - Auto CAD / Civil Designer
 - Geographical Information System
4. Actions/Training interventions to address the gaps/needs
 - Training in design of gravel access road and bridges



- Training in AUTO CAD/ Civil Designer
- Training in GIS

5. Indicate the competencies required for future career progression/development

- Advance project management
- Registration as a Professional Civil Engineering Technologists
- Bachelor of Technologists on Structural Engineering

6. Actions/Training interventions to address future progression

- Enroll for 3-year advanced project management.
- One of panel of Engineers employed by the Municipality to assist on mentorship – registration as a Professional Technologists.
- Attending MISA trainings

7. Comments/Remarks of the Incumbent
None

8. Comments/Remarks of the supervisor

Agreed upon

Signature:  _____

Supervisor: SPT NOYA _____

Date: 03/09/2023 _____

Signature:  _____

Incumbent: L. Moleko _____

Date: 03/07/23 _____

