



**JOZINI MUNICIPALITY
(KZ 272)**

Private Bag X028, Jozini, 3969 Circle Street, Bottom Town, Jozini
Tel: (035) 5721269 Email: municipalmanager@jozini.org.za
Fax: (035) 5721423

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**JOZINI LOCAL MUNICIPALITY
(EMPLOYER)**

AS REPRESENTED BY HIS WORSHIP THE MAYOR:

(CLLR M. MATHE)

AND

**(EMPLOYEE)
MR J A MNGOMEZULU**

HEREIN REFERRED TO AS THE (MUNICIPAL
MANAGER)

FINANCIAL YEAR: 1 JULY 2021 – 30 JUNE 2022

1. Introduction

- a. The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 (“the Systems Act”). The Employer and Employee are herein referred to as “the Parties”.
- b. Section 57(1) (b) of the Systems Act, read with the Contract of Employment requires the parties to conclude an Annual Performance Agreement.
- c. 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.
- d. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. Purpose of the Agreement

The purpose of this Agreement is to -

- a. Comply with the provisions of Section 57(1)(b), (4A),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- b. Specify objectives and targets established for the Employee and to communicate to the Employee the Employer’s expectations of the Employee’s performance expectations and accountabilities.
- c. Specify accountabilities as set out in the Performance Plan (**Annexure A**),
- d. Monitor and measure performance against set targeted outputs;
- e. Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for continued employment and/or to assess whether the Employee has met the performance expectations applicable to his/her job;
- f. Appropriately reward the Employee in accordance with the Employer’s performance management policy (**Annexure B**) in the event of outstanding performance; and

- g. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved qualitative and quantitative service delivery.

3. Commencement and duration

- a. This Agreement will commence on 1 July 2022 and will remain in force until 30 June 2023 where after 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.
- b. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement within one month after the beginning of each financial year.
- c. This Agreement will terminate on the termination of the Employees contract of employment for any reason.
- d. The contents of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon subject to both parties reaching an agreement.
- e. 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

- a. The Performance Plan (***Annexure A***) sets out:
 - The Performance objective and targets that must be met by the Employee; and
 - The time frames within which those performance objectives and targets must be met.
- b. 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 and the Budget of the Employer and shall include key objectives; key performance indicators; target dates and weighting.

- c. The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the time frame in which the work must be achieved. The weightings show the relative importance of the key objective to each other.
- d. 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.

- a. The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Municipality, Management and Municipal Staff.
- b. 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.
- c. 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.

6. The Employee agrees to participate in the Performance Management System that the Employer Adopts

- a. The Employee undertakes to actively focus towards the promotion and implementation of Key Performance Area (including special projects relevant to the Employees responsibilities) within the local government framework
- b. The criteria upon which the performance of the Employees shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
 - I. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Managerial Competencies (CMC's) respectively.

- II. Each area of assessment will be weighted and will contribute a specific part to the total score.
- III. KPA's covering the main areas of work will account for 80% and CMC's will account for 20% of the final assessment.
- c. The Employees assessment will be based on his/hers 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 Area (KPA)	Weighting (%)
Good Governance and Community Participation	100%
Service Delivery and Infrastructure Development	0%
Local Economic and Social Development	0%
Municipal Transformation and Institutional Analysis	0%
Financial Viability and Management	0%
Cross-Cutting (Spatial, Environmental and Disaster)	%
Total	100%

- d. The CMC's will make the other 20% of the Employees assessment score. CMC's that are deemed to be most critical for the Employees specific job should be selected from the list below as agreed to between the Employer and Employee:

CRITICAL LEADING COMPETENCIES		WEIGHTING
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	10%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	10%

Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	10%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	10%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	10%
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	10%
CORE COMPETENCIES		WEIGHTING
Moral Competence		5%
Planning and Organising		10%
Analysis and Innovation		10%
Knowledge and Information Management		5%
Communication		5%
Results and Quality Focus		5%
Total		100%

7. Evaluating performance

- a. The Performance Management Procedure (*Annexure C*) to this agreement sets out:
- I. the standards and procedures for evaluating performance; and
 - II. the intervals for the evaluation of the Employees performance

- b. Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employees performance at any stage while the contract of employment is still in force.
- c. Personal growth and development needs to be identified during any performance review discussion, which must be documented in a Personal Development Plan in a suitable format (***Annexure D***) as well as the actions agreed to, and implementation must take place within set time frames.
- d. The Employees performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- e. The annual performance appraisal will involve:

- i. Assessment of the achievement of results as outlined in the performance plan***

- 1. 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.
 - 2. An indicative rating on the five-point scale should be provided for each KPA.
 - 3. The applicable assessment-rating calculator must then be used to add the scores and calculate a final KPA score.

- ii. Assessment of CM's***

- 1. Each CMC should be assessed according to the extent to which the specified standards have been met.
 - 2. An indicative rating on the five-point scale should be provided for each CMC.
 - 3. The applicable assessment-rating calculator must then be used to add the scores and calculate a final CMC score.

- iii. Overall Rating***

- 1. An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

- f. The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMC's:

Score %	Level	Terminology	Description	Level of bonus
75% and above	5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the employee has achieved above full effective results against all performance criteria and indicators as specified in the PA and performance plan and maintained this in all areas of responsible throughout the year.	12%-14%
60%- 74%	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	9%-11%
40%- 59%	3	Fully effective	Performance fully meets the standards' expected in all areas of the job. The appraisal indicates that the employee has	5% -8%

			fully achieved effective results against all significant performance criteria and indicators as specified in the PA and performance plan	
33%-39%	2	Performance 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	0
32% and below	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 on the job despite management efforts to encourage improvement.	0

g. For purposes of evaluating the performance, an evaluation panel constituted in terms of Regulation 27(4)(d)(e) will be established.

8. Schedule of Performance Reporting, Monitoring, Evaluation and Review

- a. The performance of the Employee in relation to his/her performance agreement shall be monitored and evaluated on or before the dates indicated below, with the understanding that formal and informal evaluations will be conducted for the 4 quarters.

Quarter	Period	Assessment Date	Type of Assessment
First	1 July 2022 – 30 September 2022	23 October 2022	Informal
Second	1 October 2022 – 31 December 2022	22 January 2023	Formal
Third	1 January 2023 – 31 March 2023	23 April 2023	Informal
Fourth	1 April 2023 – 30 June 2023	23 July 2023	Formal

- b. The Employer shall keep a record of the quarterly, mid-year and annual assessment reviews.
- c. The Employee is responsible for maintaining a Portfolio of Evidence, which must be made available at the informal and formal evaluation sessions, and audit purposes.
- d. Performance scoring and feedback shall be based on the Employer's assessment of the Employee's performance against actuals reported and evidence provided.
- e. The Employer will be entitled to review and make reasonable changes to the Performance Plan (**Annexure A**) in line with the mid-year assessments for operational reasons. The Employee will be fully consulted before any such change is made.

9. Developmental Requirements

- a. The Personal Development Plan (PDP) for addressing developmental gaps is attached as **Annexure C**. The PDP will be completed after every quarterly assessment.

10. Obligations of the employer

The Employer shall –

- a. Create an enabling environment to facilitate effective performance by the employee;
- b. Provide access to skills development and capacity building opportunities;
- c. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- d. On the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and
- e. Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him/her to meet the performance objectives and targets established in terms of this agreement.

11. Employee obligations

- a. The employee is obliged to perform his/her functions to the best of his/her abilities and shall as far as is practically possible endeavour to meet the standards of performance as set out in this agreement.
- b. The employee shall act in the good faith and in the best interest of the Municipality at all times
- c. The employee shall be responsible for the completion or execution of the specific programs identified in his/her service delivery and budget implementation plans or KPA's within the timeframes agreed upon.
- d. The employee shall co-operate with the employer in conducting the performance review.

12. Consultation

- a. Both parties to this agreement agree to consult each other in the event either party wishes to exercise a duty or function in terms of this agreement.

- b. The Employer is to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in paragraph 12 (a) above, as soon as is practicable to enable the Employee to take any necessary action without delay.

13. Management of Evaluation Outcomes

- a. The evaluation of the Employees performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- b. A performance bonus may be paid in terms of section 32 (2) of the Local Government: Municipal Performance Regulations and any other policy of Council.
- c. In case of unacceptable performance, the Employer must implement procedures for dealing with substandard performance as prescribed in Section 16 of the Local Government: Disciplinary Code and Procedures for Senior Managers.

14. Disputes

- a. Any disputes about the nature of the Employees ***performance agreement***, whether it relates to key responsibilities, priorities, methods of assessment, and/or salary increment in the agreement, must be mediated by:
 - i. In the case of the Municipal Manager be mediated by the MEC for local government in the province, or any other person appointed by the MEC within thirty (30) days of receipt of a formal dispute from the Employee;
 - ii. In the case of Managers directly reporting to the Municipal Manager, the Mayor, within thirty (30) days of receipt of a formal dispute from the Employee;

whose decision shall be final and binding on both parties

- b. Any disputes about the nature of the Employees ***performance evaluation*** must be mediated by:
 - i. In the case of the Municipal Manager be mediated by the MEC for local government in the province, or any other person appointed by the MEC within thirty (30) days of receipt of a formal dispute from the Employee;

- ii. In the case of Managers directly reporting to the Municipal Manager, a member of the 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

15. General

- a. The contents of the Agreement and the outcome of any review conducted in terms of **Annexure A** will not be confidential, and may be made available to the public by the Municipality (MFMA, 2003 and Section 46 of the Municipal Systems Act, 2000)
- b. Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Name	Signature	Date
Signed and accepted by Mr Mr Jaconia A. Mngomezulu (Employee)		
Signed and accepted by: Mayor: Cllr M.Mathe: (Employer)		
Witness 1 (Name): -----		
Witness 2 (Name): -----		