



PERFORMANCE AGREEMENT

BETWEEN

MOLATELO JOHANNES KANWENDO

(Herein and after referred to as “the Employer”)

AND

THAMSANQA VENON MDLULI

(Herein and after referred to as “the Employee”)

FINANCIAL PERIOD: 30 JUNE 2023 – 29 SEPTEMBER 2023

2. INTRODUCTION

- 2.1 The parties have entered into an employment contract in terms of section 57(1) (a) of the Local Government: Municipal Systems Act No. 32 of 2000 (hereinafter referred to as “the Systems Act”).
- 2.2 Section 57(1)(b) of the Systems Act, read with the employment contract entered into by parties, requires the parties to annually conclude a performance agreement one month after the beginning of the financial year of the municipality.
- 2.3 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.
- 2.4 The parties wish to ensure that there is compliance with sections 57(4A), 57(4B) and 57(5) of the Systems Act.

3. PURPOSE OF THIS AGREEMENT AND APPENDICES

The purpose of this agreement is to –

- 3.1 Comply with the provisions of Sec 57(1) (b), (4A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties
- 3.2 Specify objectives in terms of the key performance indicators and targets defined and agreed with the employee and to communicate to the employee the employer’s expectations of the employee’s performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality.
- 3.3 Specify accountabilities as set out in a performance plan which forms an Annexure to the performance agreement
- 3.4 Monitor and measure performance against set targeted outputs
- 3.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his job
- 3.6 Appropriately reward the Employee in the event of outstanding performance
- 3.7 Give effect to the employer’s commitment to a performance orientated relationship with its employee in attaining equitable and improved service delivery

4. COMMENCEMENT AND DURATION

- 4.1 This Performance Agreement will commence on the **30th June 2023 and will remain in force until 29th September 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
- 4.2 The parties must review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this agreement at least once a year by not later than one month after the beginning of each successive financial year.
- 4.3 This Agreement shall terminate on:
- 4.3.1 The date on which the employee's employment with the Employer terminates for any reason; or
- 4.3.2 by 29 September 2023.
- 4.4 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or Council decision or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

5 PERFORMANCE OBJECTIVES

- 5.1 The performance plan contained in **Annexure 'A'** to this Agreement sets out
- 5.1.1 Key Performance Areas that the employee should focus on.
- 5.1.2 The performance objectives and targets that must be met by the Employee during the current financial year;
- 5.1.3 The time frames within which those performance objectives and targets shall be met; and
- 5.1.4 The core competency requirements the Employee must acquire or possess and demonstrate.
- 5.2 The performance objectives and targets reflected in **Annexure A** are set by the Employer in consultation with the Employee and are based on the Integrated development plan, current service delivery and budget implementation plan (SDBIP) and the current Budget, and it includes key objectives, key performance indicators, targets, dates and weightings.
- 5.2.1 The key strategic objectives describe the strategic intent of the organisation that needs to be achieved.
- 5.2.2 The strategic performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
- 5.2.3 The target dates describe the timeframe in which the work must be achieved.

5.2.4 The weightings show the relative importance of the key performance areas, key objectives, and key performance indicators to each other.

6. PERFORMANCE MANAGEMENT SYSTEM

- 6.1 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.
- 6.2 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
- 6.4 The Employee's assessment will be based on his performance in terms of outputs (performance targets) reflected on the Performance Plan which are linked to relevant KPA's /CCRs, key objectives and key performance indicators (KPIs) as agreed to between the Employer and the Employee.
- 6.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components with a weighting of 80:20, as indicated in **Annexure A**, namely –
- 6.5.1 Key performance areas at 80%; and
- 6.5.2 Core competency requirements/Core Managerial Competencies (CMC) at 20%
- 6.6 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 results as per the weightings agreed to between the Employer and Employee.

KEY PERFORMANCE AREAS (KPA's)	WEIGHTING
Financial Viability	70%
Good Governance & Administration	30%
Total	100%

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

CORE MANAGERIAL COMPETENCIES	WEIGHT
Financial Management	20%
People Management and Empowerment	10%
Client Orientation and Customer Focus	20%
Strategic Capability and Leadership	10%
Problem Solving and Analytical Thinking	10%
Service Delivery Innovation	10%
Competency in Policy Conceptualisation and Implementation	10%
Honesty and Integrity	10%
	100%

7. EVALUATING PERFORMANCE

7.1 The performance plan (**Annexure A**) to this agreement sets out –

7.1.1 The standards and procedure for evaluating the Employee's performance;
And

7.1.2 The intervals for the evaluation of the Employee's performance.

7.2 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.

7.3 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.

7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5 The annual performance appraisal will involve:

7.5.1 Assessment of the achievement of results as outlined in the performance plan:

7.5.1.1 Each KPA should be assessed according to the extent to which specified standards or performance indicators have been met and with due regard to ad hoc that had to be performed under the KPA.

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

7.5.1.3 The applicable assessment rating calculator (refer to paragraph 6.5 above) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CCR's

- 7.5.2.1 Each CCR will be assessed according to which the specified standards have been met.
- 7.5.2.2 An indicative rating on the five-point scale will be provided for each CCR.
- 7.5.2.3 This rating will be multiplied by the weighting given to each CCR to provide score
- 7.5.2.4 The applicable assessment rating calculator will then be used to add the scores and calculate a final CCR score

7.5.3 Overall rating

An overall rating will be calculated by using the applicable assessment rating calculator. Such overall rating represents the outcome of the performance appraisal.

8 PERFORMANCE ASSESSMENTS

8.1 The Employee's performance shall be assessed after the end of each quarter, as follows –

Quarter		Assessment before
1	July – September	31 October 2023
2	October – December (hereinafter referred to as “ the mid-year performance review”)	31 January 2024
3	January – March	30 April 2024
4	April – June (hereinafter referred to as “the annual performance appraisal”)	31 July 2024

8.2 The Employee's mid-year performance review and annual performance appraisal shall be conducted by an evaluation panel consisting of –

- 8.2.1 The Municipal Manager
- 8.2.2 The Chairperson of the performance audit committee or, if the Employer does not have a performance audit committee, the audit committee
- 8.2.3 Member of the mayoral or executive committee or in respect of a plenary municipality
- 8.2.4 The municipal manager of another municipality designated by the Municipal Manager;
- 8.2.5 The Municipal Manager has the priority to ask external consultants/ expects to conduct the entire evaluation.

The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to above.

8.3 The assessments for the first quarter (July – September) and the third quarter (January - March) shall be conducted by the Municipal Manager, provided that the Municipal Manager may request any member(s) of the evaluation panel to assist him during such assessment.

8.4 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCs.

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	The 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	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.					
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 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					

8.4.1 The mid-year performance review and annual performance appraisal shall involve –
Assessment of the achievement of key performance indicators and targets in the key performance areas:

8.4.1.1 Each key performance area shall be assessed according to the extent to which the performance indicators have been met with due regard to ad hoc tasks that may have been performed under any key performance area.

8.4.1.2 An indicative rating on the five – point scale set out in clause 8.4 shall be provided for each key performance area.

8.4.1.3 The rating contemplated in paragraph (b) shall be multiplied by the weighting given to each key performance area to provide a score.

- 8.4.1.4 The assessment rating calculator shall be applied to add the scores and calculate a final key performance area score.
- 8.5 The employer shall keep a record of the mid- year review and annual assessment meetings
- 8.6 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.7 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.
- 8.8 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.
- 8.9 The Employer must –
- 8.5.1 Keep a written record of the mid-year review and annual appraisal meetings, and
- 8.5.2 Cause secretarial services to be provided to the evaluation panel
- 8.10 Despite the establishment of agreed intervals for evaluation as set out in clause 8.1 above, the Employer may in addition review the Employee's performance at any time whilst this Agreement remains in force.
- 8.11 The Employer shall supply a copy of any assessment in terms of this clause to the Employee within a reasonable time after such assessment has been completed and shall invite the Employee to attend and participate in a performance interview, which shall be conducted by the Municipal Manager, provided that the Municipal Manager may request any member(s) of the evaluation panel to assist him during such an interview. A performance interview shall be conducted within 30 days after the date on which the Municipal Manager or the evaluation panel, as the case may be, has conducted a performance review or assessment, on a date agreed between the Parties.
- 8.12 The Employee has the right, during a performance interview, in respect of any performance objective, target or core competency requirement to –
- 8.12.1 Request and receive an explanation for any points awarded;
- 8.12.2 Submit additional and/or supplementary evidence of performance/achievement; and
- 8.12.3 Provide an explanation for any below standard performance

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer shall –

10.1.1 Create an enabling environment to facilitate effective performance by the employee;

10.1.2 Provide access to skills development and capacity building opportunities;

10.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.1.4 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

10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

11. CONSULTATION

11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –

11.1.1 A direct effect on the performance of any of the Employee's functions;

11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3 A substantial financial effect on the Employer.

11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve (12) months service at the current remuneration package on 30 June (end of financial year) subject to a fully effective assessment.

- 12.4 In the case of unacceptable performance, the Employer shall –
- 12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and
- 12.4.2 After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his duties.
- 12.5 A performance bonus calculated as a percentage of the Employee’s all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance, as follows:

Score	Performance bonus
≥ 129%	0%
130%	5%
133%	5%
135%	6%
137%	6%
138%	7%
140%	8%
142%	8%
143%	8%
145%	8%
147%	9%
148%	9%
150%	10%
152%	10%
153%	10%
155%	14%

- 12.6 Any performance bonus that may be payable to the Employee, shall only be paid out after –
- 12.6.1 30 June 2024
- 12.6.2 The Employer’s Council has approved the Employee’s annual performance appraisal as required by section 57(4B) of the Systems Act; and
- 12.6.3 The annual report relating to the 2022/2023 has been tabled in the Employer’s Council and the Council adopted it.
- 12.7 In the case of unacceptable performance, the Employer –
- 12.7.1 Shall provide systematic remedial or developmental support to assist the Employee to improve his performance; and

12.7.2 May, after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement on grounds of unfitness or incapacity to carry out his duties.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature of the Employee’s performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by the Mayor within 30 days of receipt of a formal dispute.

13.2 A decision by the Mayor in terms of clause 13.1 shall be final and binding on the Parties

13.3 Any dispute about the outcome of the Employee’s performance evaluation, must be mediated by 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 30 days of receipt of a formal dispute

13.4 A decision by the Councillor in terms of clause 13.3 shall be final and binding on both parties

14. GENERAL

14.1 The contents of the performance agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.

14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his employment contract, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Zastron on the 31 day of 07 / 2023

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
EMPLOYEE

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
MUNICIPAL MANAGER