



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MATATIELE MUNICIPALITY

AS REPRESENTED BY THE MAYOR

CLLR S. MNGENELA

AND

L MATIWANE

IDENTITY NUMBER: [REDACTED] 5

MUNICIPAL MANAGER

**FOR
2022/2023
FINANCIAL YEAR**

SM i M.

1. INTRODUCTION

- 1.1. The Employer, duly represented by the **Cllr. S. Mngenela** in his capacity as the **Mayor** has entered into a contract of employment with the Employee, **Matiwane L.** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred as ("the Parties");
- 1.2. Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the Parties to conclude an annual performance agreement;
- 1.3. The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will promote local government policy goals;
- 1.4. The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act;
- 1.5. In this Agreement, the followings terms will have the meaning ascribed thereto:
 - 1.5.1. **"this Agreement"** – means the performance agreement between the Employer and the employee and the Annexures thereto;
 - 1.5.2. **"the Municipal Manager"** – means the Municipal Manager of the Municipality appointed in terms of Section 54(A) of the Systems Act;
 - 1.5.3. **"the Employee"** means the Municipal Manager appointed in terms of Section 54 (A) of the Systems Act;
 - 1.5.4. **"the Employer"** means Matatiele Local Municipality; and
 - 1.5.5. **"the Parties"** means the Employer and Employee

2. PURPOSE OF THE AGREEMENT

- 2.1. To comply with the provisions of Section 57(1)(b), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;
- 2.2. To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;
- 2.3. To specify accountabilities as set out in the Performance Plan (**Annexure A**);
- 2.4. To monitor and measure performance against set targeted outputs and outcomes;
- 2.5. To establish a transparent and accountable working relationship;
- 2.6. To appropriately reward the employee in accordance with section 16 of this agreement;
And
- 2.7. To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

3.1. This Agreement will commence on **03rd October 2022** and will remain in force until **30 June 2023** where-after a new Performance Agreement shall be concluded between the parties

for the next financial year or any portion thereof;

- 3.2. The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;
- 3.3. This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and
- 3.4. The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

4. PERFORMANCE OBJECTIVES

4.1. The Performance Plan (**Annexure A**) sets out –

- 4.1.1. The performance objectives and targets that must be met by the Employee;
 - 4.1.2. The timeframes within which those performance objectives and targets must be met; and
 - 4.1.3. The core competency requirements (CCRs) as the management skills regarded as critical to the position held by the Employee.
- 4.2. The performance objectives and targets reflected in **Annexure A** are set by the Employer in consultation with the Employee and based on the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:
- 4.2.1. Key objectives that describe the main tasks that need to be done;
 - 4.2.2. Key performance indicators (KPIs) that provide the details of the evidence that must be provided to show that a key objective has been achieved;
 - 4.2.3. Target dates that describe the timeframe in which the targets must be achieved; and
 - 4.2.4. Weightings showing the relative importance of the key objectives to each other.
- 4.3. The Personal Development Plan (PDP) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 4.4. 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.

5. MANDATE OF THE EMPLOYER

5.0. JOB PURPOSE

This section describes the purpose of the job (overall focus) as it relates to the Vision and Mission of the Department. Capture the overall accountability that the jobholder has in relation to his position.

- 5.1. To provide Leadership and direct the Administration of the Municipality through effective application of the Constitution of the Republic of South Africa and any legislative framework that governs local government.
- 5.2. Provide leadership and direction through effective strategies to fulfil Municipal transformation and organizational development; Basic service delivery; Local economic development; Municipal financial viability; Good governance and public participation.
- 5.3. Foster relationships between the Municipal Council and the Administrative arm of the municipality as well as all key stakeholders.
- 5.4. Create an environment that defines the purpose and the role of local government as a means to involve people in shaping the future of our communities.
- 5.5. Develop short and long term strategic plans for the department.
- 5.6. Establish, operate and maintain structures, processes and systems.
- 5.7. Provide strategic support and oversee the provision of support services in all units within the municipality and department.
- 5.8. Direct and control key deliverables and outcomes for the municipality.
- 5.9. To ensure that council policies are implemented promptly, efficiently and within the parameters of all relevant legislation.
- 5.10. Manage municipal resources in accordance with applicable legislation and regulations.
- 5.11. Provide Strategic leadership and guidance in the development and implementation of IDP, Budget and SDBIP.
- 5.12. Advice management and council on administrative matters.

6. STRATEGIC CONTEXT OF EMPLOYER:

- 6.1. In line with the Vision of the Municipality, the Employee is committed in assisting and supporting the management and staff members of the Municipality in attaining service excellence in the performance of their line function.
- 6.2. In supporting the administration, the Employee has set its vision as follows:
 - 6.2.1. An administration that functions optimally
 - 6.2.2. The Employee commits himself to the achieving of the Vision, Mission and strategic objectives of Matatiele Local Municipality:

- 6.2.3. To strive for united administration that is equipped with capacitated staff, compliant statues, outcome based and future oriented.

7. CORE FUNCTIONS`

This section describes the key functions that the jobholder is required to perform, based on the job profile, and the departmental strategic/operational plan.

- 7.1. Provision of strategic leadership and guidance
- 7.2. Provision of effective and efficient administrative services
- 7.3. Ensure compliance with all relevant pieces of legislation and agreements or applicable legal/statutory requirements
- 7.4. Ensure development and implementation of policies
- 7.5. Budget/Financial Management and Control

8. PERFORMANCE MANAGEMENT SYSTEM

- 8.1. The Employee agrees to participate in the performance management and development system that the Employer adopts.
- 8.2. The Employee undertakes to actively focus towards the promotion and implementation of Key Performance Areas (KPA's) (including special projects relevant to the Employee's responsibilities) within the local government framework and Core Competency Requirements (CCRs). The CCR's are made up of the Core Managerial Competencies (CMC's) and Core Occupational Competencies (COC's).
- 8.3. 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.
- 8.4. The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework;
- 8.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, KPA's and Competency Framework requirements as per the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, both of which shall be contained in the Performance Agreement;
- 8.6. The Employee's assessment will be based on his performance in terms of the outputs/outcomes (KPIs) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPAs applicable to the Employee, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

Key Performance Areas
KPA 01: Basic Service Delivery
KPA 02: Good Governance and Public Participation
KPA 03: Financial Viability
KPA 04: Municipal Transformation and Dev.
KPA 05: Local Economic Development
KPA 06: Spatial Planning

- 8.7. The competency requirements for senior managers as per **Regulation 9** of Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers will make up the other 20% of the Employee's assessment score. The competencies will be assessed every six (6) months (January and July).

9. DUTIES, RESPONSIBILITIES AND ACCOUNTABILITY

The Employee shall report to the Municipal Manager of Matatiele Local Municipality as his supervisor on all parts of this agreement. The Employee shall:

- 9.1 Timeously alert the supervisor of any emerging factors that could preclude the achievement of any performance agreement undertakings, including the contingency measures that he proposes to take to ensure the impact of such deviation from the original agreement is minimized.
- 9.2 Establish and maintain appropriate internal controls and reporting systems in order to meet performance expectations.
- 9.3 Discuss and there after document for record and future use any revision of the targets as necessary as well as progress made towards the achievement of performance agreement measures.

In turn the supervisor shall:

- 9.4 Create an enabling environment to facilitate effective performance by the Employee
- 9.5 Provide access to skills development and capacity building opportunities.
- 9.6 Work collaboratively to solve problems and generate solutions to common problems within the Municipality that may be impacting on the performance of the Employee
- 9.7 Monitor and evaluate the employee's performance
- 9.8 Endeavor to provide support in the form of coaching, guidance, mentoring, training and Counseling to the manager should signs of substandard performance show

10. REPORTING

- 10.1 The Employee must timeously alert the supervisor of any emerging factors that could preclude the achievement of any performance agreement undertakings, including the contingency measures that he proposes to take to ensure the impact of such deviation from

the original agreement is minimized.

11. DEVELOPMENTAL REQUIREMENTS

- 11.1. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (**Annexure A**) as well as the actions agreed to and implementation must take place within set timeframes.

12. TIMETABLE AND RECORDS OF REVIEW DISCUSSIONS AND ANNUAL APPRAISAL

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:

Quarter	Review Period	Review to be completed by
1	July – September	20 October 2021
2	October – December	20 January 2022
3	January – March	20 April 2022
4	April – June	20 September 2022

13. MANAGEMENT OF PERFORMANCE OUTCOMES

- 13.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 13.2. A performance bonus of 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 13.4 In the case of unacceptable performance, the Employer shall:
- 13.4.1 provide systematic remedial of development support to assist the Employee to improve his performance; and
 - 13.4.2 after appropriate performance and counseling 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.

14. DISPUTE RESOLUTION

- 14.1 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 this agreement, shall be mediated in terms of the following:
- 14.1.1 A performance dispute will be declared in writing by an affected employee within 21

working days of the occurrence if the need to do so arises.

- 14.1.2 A Performance Dispute Resolution Tribunal will be appointed within 10 working days by the Municipal Manager after receipt of such complaint.
- 14.1.3. A Performance Dispute Resolution Tribunal will be made up of not less than 3 members and not more than 5 members.
- 14.1.4. The members of the Performance Dispute Resolution Tribunal will be drawn from municipal officials serving in the managerial and supervisory positions, whose post level are above that of the accused employee.
- 14.1.5. The Performance Dispute Tribunal will have a Chairperson appointed by the Municipal Manager.
- 14.1.6. The Performance Dispute Tribunal Chairperson shall convene a meeting within 14 working days of the receipt of the dispute to hear the dispute.
- 14.1.7. The employee will be afforded representation rights and other rights as accorded in the disciplinary procedure
- 14.1.8. The proceedings of the Tribunal shall be recorded by means of a mechanical device.
- 14.1.9. The employee shall lead evidence in chief and the supervisor or manager of the employee shall reply in stating the employer's side of the story.
- 14.1.10. The employee and his/her representative shall cross-examine the manager or supervisor.
- 14.1.11. The Tribunal shall deliver its verdict within 10 working days after completion of the proceedings to the Municipal Manager.
- 14.1.12. The employee shall be advised about the decision of the tribunal within five working days of receipt of the verdict of the tribunal by the Municipal Manager.
- 14.1.13. If the employee is not satisfied with the outcome of the performance dispute resolution, the matter can then be treated in terms of the grievance procedure of the Municipality.
- 14.1.14. If the matter is not resolved in terms of the grievance procedure, the matter may be referred to the Bargaining Council for resolution by the employee or dealt with in terms of the other applicable law.

15. AMENDMENT OF AGREEMENT

Amendments to the agreement should be in writing and can only be effected after discussion and agreement by both parties.

16. PERFORMANCE MANAGEMENT CRITERIA

Performance will be assessed according to the information contained in the Performance Plan and the Core Competency Requirements (CCRs) framework (attached as Annexure A). The specific KPAs and CCRs together with their weightings are as follows:

KEY PERFORMANCE AREAS (KPA's)	WEIGHTING
Basic Service Delivery and Infrastructure	20%
Municipal Institutional Development and Transformation	15%
Local Economic Development (LED)	10%
Municipal Financial Viability and Management	15%
Good Governance and Public Participation	30%
Spatial Development	10%
TOTAL	100%

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES		
LEADING COMPETENCIES (LC's)	✓	WEIGHT
1. Strategic Direction and Leadership	✓	10%
2. People Management	✓	5%
3. Program and Project Management	✓	5%
4. Financial Management	✓	10%
5. Change Leadership	✓	10%
6. Governance Leadership	-	10%
CORE COMPETENCIES (CC's)	✓	WEIGHT
1. Moral Competency	✓	10%
2. Planning and Organizing	✓	10%
3. Analysis and Innovation	-	0%
4. Knowledge and Information management	✓	10%
5. Communication	✓	10%
6. Results and Quality Focus	✓	10%
TOTAL		100%

- 16.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the KPAs and the Core Competency Requirements (CCRs) respectively.
- 16.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 16.3 KPA's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment. Up to twelve (12) CCRs could be selected from the list that are deemed to be critical.
- 16.4. The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCR's:

RATING	DEFINITION OF	DESCRIPTION
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	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 Performance Agreement 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 Performance Agreement 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 Performance Agreement 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 Performance Agreement 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.

For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established:

- 16.4.1 the Mayor;
- 16.4.2 the Chairperson of Performance Audit Committee or the Audit Committee;
- 16.4.3 the Member of the Executive Committee appointed by Council; and
- 16.4.4 the Municipal Manager from another municipality.

17. MANAGEMENT OF EVALUATION OUTCOMES

17.1. Where the Employer is, any time during the Employee's employment, not satisfied with the

- Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;
- 17.2. The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;
- 17.3. Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and
- 17.4. In the case of unacceptable performance, the Employer shall –
- 17.4.1. Provide systematic remedial or developmental support to assist the Employee to improve his performance; and
- 17.4.2. 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 or her duties.

18. GENERAL

- 18.1 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.
- 18.2 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.

19. SIGNATURES OF PARTIES TO THE AGREEMENT

The contents of this document have been discussed and agreed with the Employee concerned.

EMPLOYEE

Thus, done and signed at MATATIELE LM on the 30 November 2022

AS WITNESSES:

1.



2.



MUNICIPAL MANAGER

EMPLOYER/ SUPERVISOR

Thus, done and signed at Matatiele on the 30 November 2022

AS WITNESSES:

1.



2.



MAYOR

N.