(to Memorandum of Agreement of Employment)

# PERFORMANCE AGREEMENT COMMENCING

MADE AND ENTERED INTO BY AND BETWEEN

## THE COUNCIL OF THE NEWCASTLE MUNICIPALITY

Herein represented by **MR ZW MCINEKA**in his duly authorised capacity as **Acting Municipal Manager** of **Newcastle Municipality** 

AND
BONGKUHLE P MNGUNI
STRATEGIC EXECUTIVE DIRECTOR: TECHNICAL SERVICES

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#### INTRODUCTION

1. (1) 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 the Employee are hereinafter referred to as "the Parties".

(2) Section 57(1)(b) of the Systems Act, read with the Memorandum of Agreement of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement. The employer must conclude a Performance Agreement within 60 days 3 of assumption of duty and renew it annually within one month of the commencement of the beginning of the financial year.

(3) The parties will 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 as defined in the municipal IDP.

(4) The parties will ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

#### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

2.1 comply with the provisions of Section 57(1) (b), (4A), (4B) and (5) of the Systems Act as well as the Memorandum of Agreement of Employment entered into between the parties;

**2.2** communicate to the Employee the Employer's performance expectations and accountabilities by specifying objectives and targets as defined in the IDP;

**2.3** specify accountabilities as set out in the Performance Plan (in a format substantially compliant with Appendix "A");

2.4 monitor and measure performance against set targeted outputs;

2.5 appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and

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2.7 give effect to the Employer's commitment to a performance-orientated relationship with the

Employee in attaining equitable and improved service delivery.

**3 COMMENCEMENT AND DURATION** 

3.1 This Agreement will commence on the 1st of July 2022 and will remain in force in line with

Employment agreement until the 30<sup>TH</sup> of 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 if applicable.

3.2 The parties will review the provisions of this Agreement during June each year and will

conclude a new Performance Agreement (and Performance Plan and Personal Development

Plan) that replaces this Agreement at least once a year but not later than one month after the

commencement of the new financial year, in line with the Employment Agreement.

3.3 This Agreement will terminate on the termination of the Employee's contract of employment

for any reason.

3.4 The content of this Agreement may be revised at any time during the abovementioned period

to determine the applicability of the matters agreed upon.

3.5 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.

3.6 Any significant amendments/ deviations referred to in 3.4 and 3.5 above must take cognisance

of, where relevant, the requirements of sections 34 and 42 of the Systems Act, and must be done

in terms of regulation 4 (5) of the Local Government: Municipal Performance Regulations for

Municipal Managers and managers directly accountable to the Municipal Manager, 2006 ("the

Regulations");

**4 PERFORMANCE OBJECTIVES** 

4.1 The Performance Plan (Appendix "A") sets out-

**4.1.1** The performance objectives and targets that must be met by the Employee; and

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4.1.2 The time frames within which those performance objectives and targets must be met.

4.2 The performance objectives and targets reflected in Appendix "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

weightings.

4.3 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 timeframe in which the work must be achieved.

The weightings show the relative importance of the key objectives to each other.

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 PERFORMANCE MANAGEMENT SYSTEM** 

5.1 The Employee agrees to participate in the performance management system that the

Employer adopts or introduces for the Employer itself, management and municipal staff of the

Employer.

5.2 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.

5.3 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.

6 The Employee agrees to participate in the performance management and development system

that the Employer adopts.

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- **6.1** 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.
- **6.2** 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.
- **6.2.1** The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Competencies (CMCs) respectively.
- **6.2.2** KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.
- **6.2.3** Each area of assessment will be weighted and will contribute a specific part to the total score.
- **6.3** The Employee's assessment will be based on his/ her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Appendix "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)	Weighting
Basic Service Delivery	37%
Municipal Institutional Development and Transformation	5%
Local Economic Development (LED)	15%
Municipal Financial Viability and Management	23%
Good Governance and Public Participation	10%
Cross Cutting	10%
Total	100%

**6.4** The Critical Leading Competencies (CLC) and Core Competencies requirements (CCR's) as per Annexure A of the Local Government: Competency Framework for Senior Managers will make up the other 20% of the Employee's assessment score. There is no hierarchical connotation and all competencies are essential to the role of a senior manager. All competencies must therefore be selected from the list below as agreed to between the Employer and Employee:-

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CRITICAL LEADING COMPETENCIES		WEIGHT
Strategic Direction and Leadership	<ul> <li>Impact and Influence</li> <li>Institutional Performance         Management</li> <li>Strategic Planning and         Management</li> <li>Organisational Awareness</li> </ul>	15%
People Management	<ul> <li>Human Capital Planning and Development</li> <li>Diversity Management</li> <li>Employee Relations Management</li> <li>Negotiation and Dispute Management</li> </ul>	15%
Programme and Project Management	<ul> <li>Program and Project         Planning and Implementation     </li> <li>Service Delivery         Management     </li> <li>Program and Project         Monitoring and Evaluation     </li> </ul>	15%
Financial Management	<ul> <li>Budget Planning and Execution</li> <li>Financial Strategy and Delivery</li> <li>Financial Reporting and Monitoring</li> </ul>	15%
Change Leadership	<ul> <li>Change Vision and Strategy</li> <li>Process Design and Improvement</li> <li>Change Impact Monitoring and Evaluation</li> </ul>	5%
Governance Leadership	<ul> <li>Policy Formulation</li> <li>Risk and Compliance Management</li> <li>Co-operative Governance</li> </ul>	5%
CORE COMPETENCIES		
Moral Competence		5%
Planning and Organising		5%
Analysis and Innovation Knowledge and Information		5% 5%
Management  Communication		5% 5%
Results and Quality Focus		5%
Total Percentage		100%

### 7. EVALUATING PERFORMANCE

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7.1 The Performance Plan/scorecard (Appendix "A") to this Agreement sets out -

7.1.1 the standards and procedures 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 (in a format substantially compliant with

Appendix "B") 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:

(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.

(c) The applicable assessment rating calculator (refer to paragraph 7.5.3 below) must then be

used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CMCs

(a) Each CMC 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 CMC.

(c) The applicable assessment rating calculator (refer to paragraph 7.5.1 above) must then be

used to add the scores and calculate a final CMC score.

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#### 7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal. (Calculator available on DPLG website.)

**7.6** 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	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.	ected of indicates effective indicators olan and				
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.					

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Level Termin	Terminology	Description		R	atir	ıg	
			1	2	3	4	5
	Unacceptable	Performance does not meet the standard expected					
	performance	for the job. The review/assessment indicates that the					
		employee has achieved below fully effective results					
		against almost all of the performance criteria and					
1		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.					

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

## 8. SCHEDULE FOR PERFORMANCE REPORTING, MONITORING, EVALUATION AND **REVIEW**

8.1 The performance of the Employee in relation to his performance agreement shall be monitored and evaluated on the following dates (in line with the Performance Management Framework - as amended) with the understanding that informal and formal evaluations will be documented for each quarter. Quarterly evaluations will be subject to an internal audit process being concluded. Monthly reporting may be verbal and informal for the purposes of identifying areas for corrective action and/or review. The first and third quarter may be verbal if performance is satisfactory:

QUARTER	PERIOD	REVIEW DATE
Quarter 1	1 <sup>st</sup> July 2022 – 30 <sup>th</sup> September 2022	31st October 2022
Quarter 2 and Mid -Year Assessment	1 <sup>st</sup> of October 2022 – 31 <sup>st</sup> of December 2022	31 <sup>st</sup> of January 2023
Quarter 3	1 <sup>st</sup> of January 2023 – 31 <sup>st</sup> of March 2023	21st of April 2023
Quarter 4 and Annual Performance	1 <sup>st</sup> of April 2023 – 30 <sup>th</sup> of June 2023	31st of August 2023

**8.2** The Employer shall keep a record of the quarterly, mid-year review and annual assessment meetings.

**8.3** The Employee is responsible for maintaining a Portfolio of Evidence, which must be made available at the informal and formal evaluation sessions, and for audit purposes

**8.4** Performance scoring and feedback shall be based on the Employer's assessment of the Employee's performance against Actuals reported and evidence provided.

**8.5** The Employer will be entitled to review and make reasonable changes to the provisions of Appendix "A" in line with Mid Year Assessment for operational reasons. The Employee will be fully consulted before any such change is made.

**8.6** The Employer may amend the provisions of Appendix "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.

#### 9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Appendix "B". The PDP will be completed after the 1<sup>st</sup> quarter performance assessment, and quarterly assessments thereafter.

#### 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/ her to meet the performance objectives and targets established in terms of this Agreement; and

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**10.1.5** make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/ her 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 Employee.
- **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

- **12.1.1** The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance
- **12.1.2** 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,
- **12.2** In the 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 manager which is attached hereto as Appendix C.

#### 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 salary increment in the agreement, must be mediated by –

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13.1.1 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; and

13.1.2 in the case of Managers directly accountable 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.

13.2 Any disputes about the outcome of the employee's performance evaluation, must be

mediated by -

13.2.1 In the case of the Municipal Manager be mediated by the MEC for local government in the

province within thirty (30) days of receipt of a formal dispute from the Employee or any other

person appointed by the MEC; and

13.2.2. 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.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of

Appendix "A" must be made available to the public by the Employer (MFMA, 2003 and Section 46

of the Systems Act, 2000).

14.2 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.

14.3 The performance assessment results of the Municipal Manager must be submitted to the

MEC responsible for local government in the relevant province as well as the National Minister

responsible for local government, within fourteen (14) days after the conclusion of the

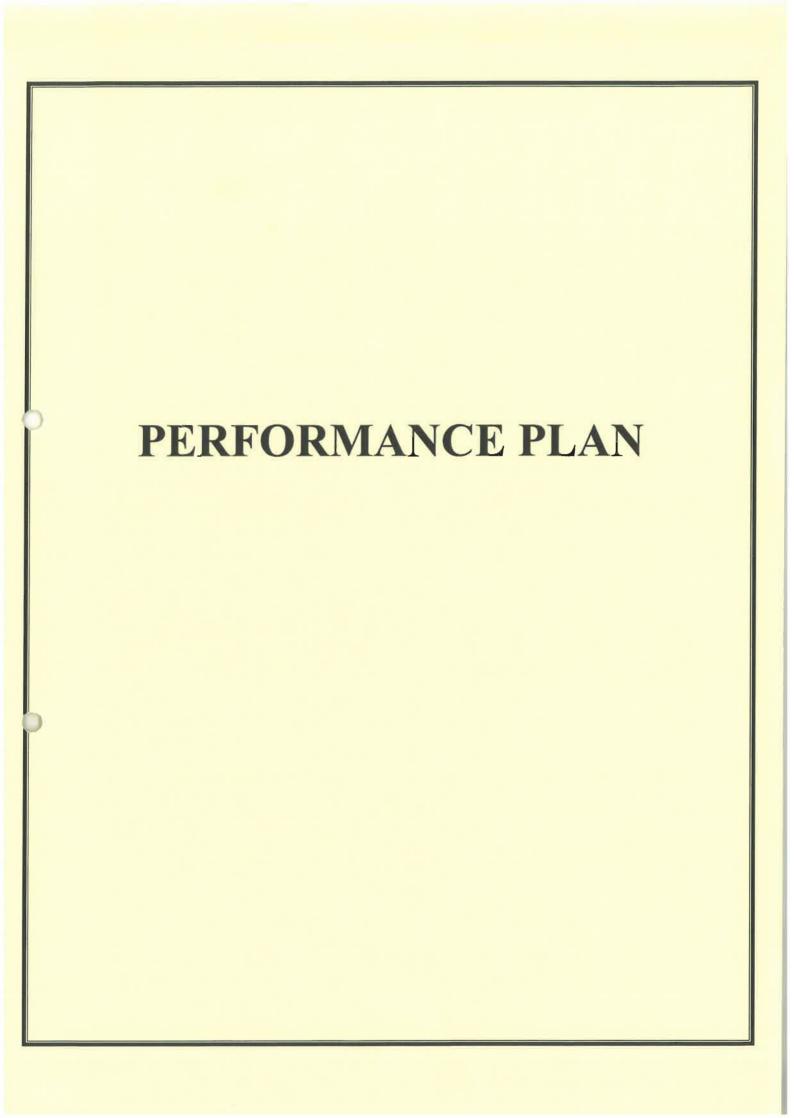
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- The attainment of an unqualified audit outcome is the minimum standard by which the performance of the Accounting Officer and Senior Managers, will be measured in accordance with the Municipality's Management System.
- 14.5 Municipal Council will not pay future performance bonuses, to the Accounting Officer, Senior Managers and relevant officials who cause the municipality to attain a negative audit outcome and who are responsible for unauthorised, irregular, fruitless or wasteful expenditure.
- Council commits to providing all the tools that will be necessary for the Accounting Officer, 14.6 Senior Managers to perform their duties effectively, in order to attain an unqualified Audit Outcome.

	AB /
Signed and accepted MR B MNGUNI	
Signed and accepted by MR ZW MCINEKA	Lymmeko
Date Performance Plan signed	29-07-2022
Witness Number One : Name and Signature	SJ FAKIR COLLEGE
Witness Number Two : Name and Signature	B MAKHANJA BO

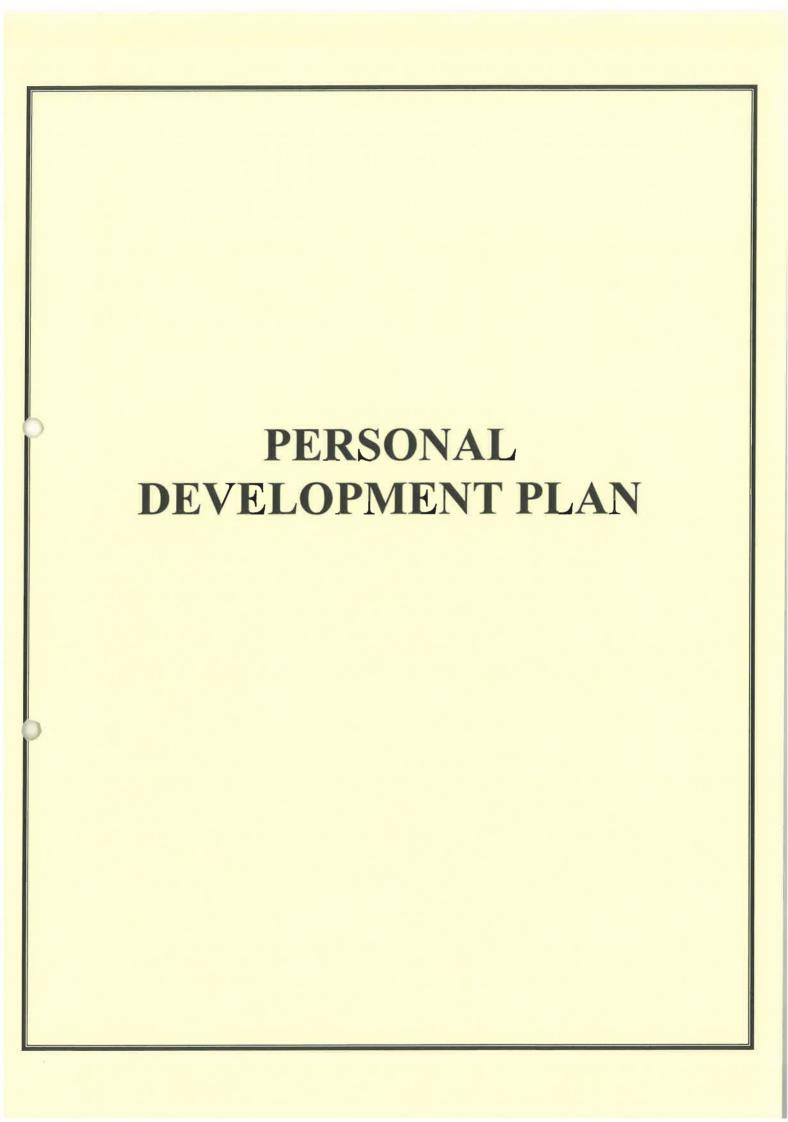
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Completion of combo count and taket for the construction of 1 x sports facility by June 2023	The Number of jobs creeked freeligh maniquelty & Expended Public Works Program (EPWP)	The percentage of a municipality's capital budget extrately upont on capital problets of participality of the percentage francial year in terms of the Municipality in their steel Development Plant (UPP).	Percentago Implementation of the Revenue Enhancement Azidon Plen for BTO.	Prevent tragelae appenditure to ensure RD bringster expenditure to the current financial year
6013.46	ED2.4.1	FV2A3	FV8.1.4	
Increase the number of sports facilities in Newcasile.	To promote economic development that will result in sustainable job creetion	To ensure complemos with budget planning end Englemanistion	To report on the hypermethalism of the Revenue Enhancement Stratogy.	Decrees in brequial expendates from the previous
Improved access to sport facilities	Load Econotic Development Load Economic Desirement Top perceive economic Economic Development of the perceive economic amplication of power and recommendation of power and recommendation of power and recommendation of the perceived from the perceived perceived.	Roard Flewsch Management: (Scaraf Plewsch Management 70 oeusch bedemmistions of Ausbrig sparsing and pro-	Revenue exhancement	Departs Administration and Good Growness and PONE. Source Fluxuosi Management, Source Francia Management Source Instructure francia Management Perfordament and professional and
Improved access to public facilities	Local Economic Develorment (Endustron of powerly and unemployment)	Bound Fearcald Management	Sound Fearstal Management   Revenue estumosment Valdiby	f, Sound Financial Management
Putting people first;	Putting pergie list;	Sound Financial Management: and	Sound (hemclail management) and	Sound Fihanoist Management and
Dross euffing	Local Economic Development	Outsell S. Administrative and intensity Florencial Validity merchal superiority.	Output 6: Administrative and Municipal Faranziai Vehillity inancial capatitis.	2 Good Governance and Public Participation
Output 1: femplement a differentiabled approach for municipal fevenolog, plemping and a month	Implement a approach to encho, planting	Supplic Administrative and francial capability.		Output C; Administrative and financial canability.
11.8DB/P-CC016	TLSDSIP-LEDGG	TL8DBIP-FV002	TLSDSIP-FVD06	
TECH-022	TECHOS	TECHO24	TECH-225	TECH-028



#### PERSONAL DEVELOPMENT PLAN (PDP)

STRATEGIC EXECUTIVE UNIT:

**TECHNICAL SERVICES** 

JOB TITLE:

STATEGIC EXECUTIVE DIRECTOR: TECHNICAL

**SERVICES** 

INCUMBENT:

**BP MNGUNI** 

**REPORT TO:** 

**MUNICIPAL MANAGER** 

1. What are the competencies required for this job (refer to the competency profile of job description)

#### **CRITICAL LEADING COMPETENCIES**

- Strategic Direction and Leadership
- People Management
- Programme and Project Management
- Financial Management
- Change Leadership

#### **CORE COMPETENCIES**

- Moral Competence
- Planning and Organizing
- Analysis and Innovation
- Knowledge and Information Management
- Communication Results and Quality Focus
- 2. What competencies from the above list, does the job holder already possess?

#### All the above

3. What then are the competency gaps? (if the job holder possesses all the necessary competencies, complete no's 5 and 6)

Not Applicable

4. Actions / training interventions to address the gaps / needs.

Not Applicable

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

Not applicable

6. Actions / Training interventions to address future progression.

Not applicable

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7. Con	nments / Remarks of the incumbent.
None	
8. Con	nments / Remarks of the Supervisor
None	
Agreed Upor	
Signature:	lizaline Kraf
Supervisor	2. W. McINGCA
Date:	9/07/2022
	B
Signature:	
Incumbent:	Mr BP Mnauni

Date: \_\_

SPM Z.W.M Em