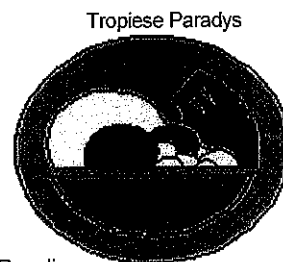


**GROTER TZANEEN MUNISIPALITEIT  
GREATER TZANEEN MUNICIPALITY**

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Tropical Paradise

**APPENDIX 2**

**PERFORMANCE AGREEMENT**

MADE AND ENTERED INTO BY AND BETWEEN

GREATER TZANEEN MUNICIPALITY

**AS REPRESENTED BY THE MAYOR**

**CLLR. GERSON MOLAPISANE**

AND

**DONALD MHANGWANA**

**THE EMPLOYEE OF THE MUNICIPALITY**

FOR THE

**FINANCIAL YEAR: 1 JULY 2024- 30 JUNE 2025**

*Cap* *Dear*

## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

The Greater Tzaneen Municipality herein represented by Cllr Gerson Molapisane in his capacity as the Mayor (hereinafter referred to as the **Employer** or Supervisor)

and

Donald Mhangwana as the Employee of the Municipality (hereinafter referred to as the Employee).

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. 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".
- 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 and outputs that will secure local government policy goals.
- 1.4 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 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 Act as well as the employment contract entered into between the parties.
- 2.2 Specify objectives 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), the Departmental Business Plan and the Budget of the Municipality.
- 2.3 Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement.
- 2.4 Monitor and measure performance against set targeted outputs.
- 2.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his job.
- 2.6 In the event of outstanding performance, to appropriately reward the employee.

- 2.7 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery

### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1 July 2024 and will remain in force until 30 June 2025; thereafter 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.
- 3.2 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 at least once a year by not later than the beginning of the first month of the successive financial year.
- 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 above-mentioned 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.

### 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**; and
  - 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 Annexure A are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; targets that may include dates and weightings.
  - 4.2.1 The key objectives describe the main tasks that need to be done.
  - 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
  - 4.2.3 The target dates describe the timeframe in which the work must be achieved.
  - 4.2.4 The weightings show the relative importance of the key performance areas, key objectives and key performance indicators to each other in terms of the position.
- 4.3 The **Employee's** performance will, in addition, be measured in terms of contributions to the strategic objectives and strategies set out in the **Employer's** Integrated Development Plan as developed per the Balanced Scorecard methodology.

### 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**, 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 required standards.
- 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**.
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 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.
- 5.5.1 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 Competency Requirements (CCR's) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPA's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.
- 5.6 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 KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

<b>Table 1: Weightings for Key Performance Areas (KPAs)</b>	
<b>Key Performance Areas</b>	<b>Weighting</b>
Spatial Rational	5
Municipal Institutional Development and Transformation	30
Basic Service Delivery	25
Local Economic Development (LED)	5
Municipal Financial Viability and Management	5
Good Governance and Public Participation	30
<b>Total</b>	<b>100%</b>

- 5.7 In the case of managers directly accountable to the Municipal Manager, key performance areas related to the functional area of the relevant manager must be subject to negotiation between the Municipal Manager and the relevant manager.
- 5.8 The CRs will make up the other 20% of the Employee's assessment score. CRs 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. Three of the CRs are compulsory for Municipal Managers:

<b>TABLE 2: COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>		
<b>LEADING COMPETENCIES</b>	<b>✓</b>	<b>WEIGHT</b>
Strategic Direction and Leadership	✓	20%
People Management	✓	10%

<b>TABLE 2: COMPETENCY REQUIREMENTS FOR EMPLOYEES</b>		
<b>LEADING COMPETENCIES</b>	√	<b>WEIGHT</b>
Program and Project Management	√	5%
Financial Management	√	10%
Change Leadership	√	10%
Governance Leadership	√	10%
<b>CORE COMPETENCIES</b>		
Moral Competence	√	5%
Planning and Organising	√	5%
Analysis and Innovation	√	5%
Knowledge and Information Management	√	5%
Communication	√	5%
Results and Quality Focus	√	10%
Total percentage	-	<b>100%</b>

## 6. EVALUATING PERFORMANCE

6.1 The Performance Plan (**Annexure A**) to this Agreement sets out -

- 6.1.1 The standards and procedures for evaluating the **Employee's** performance; and
- 6.1.2 The intervals for the evaluation of the employee's performance

6.2 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.

6.3 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 agreed time frames in the Personal Development.

6.4 The **Employee's** performance will be measured in terms of contributions to the strategic objectives and strategies set out in the **Employer's** IDP.

6.5 The bi-annual and annual performance appraisal will involve:

### 6.5.1 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 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

### 6.5.2 Assessment of the CCRs

- (a) Each CCR 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 CCR (see Table 3 below).

- (c) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6.5.1) must then be used to add the scores and calculate a final CR score.