



**Performance Agreement
(Simphiwe Bhengu)
01 July 2012 – 30 June 2013**

PERSONAL DETAILS

Surname	Bhengu
Full Names	Simphiwe
Identification Number	7603195650084
Gender	Male
Race	African
Disability	None
Position/Title	Acting Executive Director Technical and Planning Development
Employee number	KZ272250
Managerial Level	1
Department	Technical and Planning Development
Appointment date	4 April 2004
Qualifications	<ol style="list-style-type: none">1. Diploma Project Management2. S3 Civil Engineering

PERFORMANCE AGREEMENT PLAN

ACKNOWLEDGEMENT

This plan forms part of the employment relationship between the Employer and the Employee and must be read in conjunction with the Employee's contract of employment. Over and above the contract of employment, this Performance Plan defines the employer's expectations from the (Executive Director): Corporate and Community Services in accordance with Section 57(5) of the Municipal Systems Act which provides that performance objectives and targets must be based on the key performance indicators set out from time to time in the municipality's Integrated Development Plan, SDBIP and Budget of the Municipality as provided in section 23 (2) of the Local Government Municipal Performance Regulation, 2006.

There are 4 parts to this plan:

- Part A: Performance Agreement
- Part B: Assessment Procedure
- Part C: Employee Scorecard
- Part D: Assessment Score Sheets

Period of Agreement	01 July 2012 – 30 June 2013
Employee acceptance signature	
Employer signature	
Date	01 January 2013

PART A: PERFORMANCE AGREEMENT

ENTERED INTO AND BETWEEN:-

THE JOZINI MUNICIPALITY,

A MUNICIPALITY CREATED BY SECTION 12 OF THE MUNICIPAL STRUCTURES ACT
117 OF 1998, REPRESENTED BY THE MUNICIPAL MANAGER,

BONGUMUSA NTULI

HEREINUNDER REFERRED TO AS THE EMPLOYER.

AND

SIMPHIWE BHENGU

HEREINUNDER REFERRED TO AS THE EMPLOYEE

Whereas:

- 1 The Employer and the Employee have entered into a Contract of Employment in terms of Section 57(1)(a) of the Local Government Municipal Systems Act 32 of 2000 (The Systems Act).
- 2 In terms of Section 57 of the Systems Act and the Contract of Employment between the Employer and the Employee the parties are required to enter into a Performance Agreement which Agreement must be concluded annually within a (ninety) 90 days after the appointment of the Employee and thereafter within one (1) month after the beginning of the Employer's subsequent financial year.
- 3 In compliance with the legislation, the parties hereby wish to record their agreement and obligations as contained in the relevant sections of this document.
- 4 This agreement shall commence on or retrospective of the date of signature by both parties and shall remain in force until a new Performance Agreement is concluded between the parties which agreement shall be reached within one (1) month after the beginning of the ensuing financial year of the Municipality.

5 PERFORMANCE BONUS

- 5.1 In terms of this Performance Agreement, the Employee's Contract of Employment, Local Government Performance Regulations -2006, and the JOZINI Remuneration Policy, the Employee is entitled to the payment of a performance bonus that is equivalent to the score obtained during the performance appraisal.
- 5.2 The Employee's performance shall be assessed in respect of key performance areas, objectives, key performance indicators and targets dates based on the balanced scorecard method applicable to the SBU and the Employee as set out in 'Part C' below.
- 5.3 All objectives and key performance indicators set out in the employee's scorecard shall be rated within a scale of 1-5 and weighted out of a total of 100 percent.
- 5.4 This percentage (calculated in 5.3 above) shall be applied to the performance bonus not exceeding **(14%)** of the Employee's current annual total cost to the Employer and shall be payable on the 25th June of each year.
- 5.5 The performance bonus shall be split into 80/20 between KPA's and Core Competency Requirements.
- 5.6 There may be no bonus payable in the event that the Employee failed to perform the routine duties of his post contained in the Employee's contract of employment or reasonable legal instructions given to the Employee by the Employer from time to time.

6 PERFORMANCE ASSESSMENT PROCEDURE

- 6.1 The process of assessment shall be in accordance with the procedure set out in 'Part B' and in terms of the Municipality's Performance Management Policy.
- 6.2 The Employee shall give the Employer his/her performance file and provide verbal explanation when required to do so by the Employer to enable the performance assessment to be completed.
- 6.3 The assessment of the Employee shall be undertaken by the Mayor in his absence by the Deputy Mayor or Executive Committee in consultation with the Employee.
- 6.4 The quarterly and the end of the year assessment of performance in accordance with this agreement shall take place as indicated under 'Part C'.
- 6.5 The annual performance assessment shall be conducted in the presence of a performance evaluation panel as provided for in the Local Government Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to the Municipal Managers, 2006 section 27 (4) d and e.
- 6.6 It is recorded and agreed that the key performance areas, key performance indicators and target dates are based on the current Integrated Development Plan, SDBIP and Budget of the municipality adopted by the Employer.
- 6.7 It is recorded and acknowledged that the key performance areas, key performance indicators and target dates may be affected from time to time by decisions made by the Employer, the Council and/or by amendments to the Integrated Development Plan, SDBIP, Budget and legislation.
- 6.8 In the event of 6.7 occurring it is agreed that the key performance areas, key performance indicators and target dates will be reassessed and the Employee shall not be prejudiced by such decisions and/or amendments.
- 6.9 Therefore the Municipal Manager or Evaluation Panel (whatever the case may be) shall take into account the Employee's reasons for deviation, and if found to be beyond the Employee's control and with due regard for Employee's demonstrated effort to meet a particular objective, such objective shall not be assessed and the balance of objectives in this Agreement shall be rated out of 80% for KPA's and 20% for Critical Competency Requirements respectively.

7 APPEAL PROCEDURE

- 1.1 Therefore the Municipal Manager or Evaluation Panel (whatever the case may be) shall take into account the Employee's reasons for deviation, and if found to be beyond the Employee's control and with due regard for Employee's demonstrated effort to meet a particular objective, such objective shall not be assessed and the balance of objectives

in this Agreement shall be rated out of 80% for KPA's and 20% for Critical Competency Requirements respectively.

7 APPEAL PROCEDURE

- 7.1 In the event that upon completion of the annual performance appraisal the Employee is dissatisfied with the decision of the Municipal Manager as the case may be or where a dispute or differences have arisen as to the extent to which the Employee has performed, the Employee shall be entitled to refer such dispute and/or appeal to the MEC for Local Government for mediation.
- 7.2 Then the completed appeal application must be submitted to the MEC for Local Government to be mediated within 30 days.
- 7.3 Then the completed appeal application must be submitted to the MEC for Local Government to be mediated within 30 days.
- 7.4 The appraiser shall likewise be entitled to make representations to and prepare a Memorandum to accompany the appeal application for the Mayor or MEC giving account of the events and decision upon which the appeal application is based.
- 7.5 The appeal authority shall consider the submissions by the Employee and/or the Municipal Manager and shall make a final decision.
- 7.6 The provisions of this clause shall not derogate from the Employee's rights to refer a dispute for determination in accordance with the provisions of the Labour Relations Act having exhausted the internal dispute procedure.

DATED at _____ ON THIS _____ DAY OF _____ 20____

OBO THE EMPLOYER

AS WITNESSES

1 _____

DATED at _____ ON THIS _____ DAY OF _____ 20____

THE EMPLOYEE

AS WITNESSES

1 _____

PART B: ASSESSMENT PROCEDURE

- 1 The annual performance assessments shall be conducted by the Municipal Manager / Mayor and Evaluation Panel in accordance with the municipality's Performance Management System , PMS Policy, Local Government Municipal Performance Regulations for the Municipal Managers and Managers Directly Accountable to the Municipal Managers, 2006 and in consultation with the Employee.
- 2 It is recorded that the employee is required to cooperate and work as a team in the performance of his/her functions.
- 3 In assessing performance in respect of the key performance areas the following points and weighting shall be applied:-

No.	Key Performance Area	Weight %
3.1	Good Governance and Public Participation	15%
3.2	Improved Basic Service Delivery & Infrastructure Investment	20%
3.3	Sustainable Local Economic Development	10%
3.4	Municipal Institutional Development and Transformation	20%
3.5	Municipal Financial Viability and Management	10%
3.6	Spatial Planning and Environmental Management	05%
	KPA TOTAL	80%

No.	Core Competency Requirements	Weight %
3.7	Strategic Capability and Leadership	6
3.8	People Management and Empowerment	3
3.9	Financial Management	3
3.10	Client Orientation and Customer Focus	5
3.11	Communication	3
	CCR TOTAL	20%

OVERALL TOTAL	100%
----------------------	-------------

- 4 The degree of performance status and percentage of payable bonus shall be determined against the following criteria:-

No.	Degree of Performance Status	Rating	Achieved Performance	Bonus
4.1	<i>Unacceptable</i>	1	0-19%	0-0.9%
4.2	<i>Performance not Fully Effective</i>	2	20-39%	1.1-9%
4.3	<i>Fully Effective</i>	3	40-59%	2-4.9%
4.4	<i>Performance above Expectations</i>	4	60-79%	5-9%
4.5	<i>Outstanding Performance</i>	5	80-100%	10-14%

Definition of rating criteria

Rating	Abridged Explanation	Detailed Explanation
1	Unacceptable	Performance does not meet the standards expected for the job. Despite management efforts to encourage improvement the employee failed to demonstrate the commitment or ability to bring performance up to the level expected.
2	Performance not Fully Effective	Performance is below the standards required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicate 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.
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.
4	Performance 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.
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 indications as indicated in Performance Agreement and Performance Plan and maintained this in all areas of responsibility throughout the year.

- 5 The **Municipal Manager** and the Employee shall complete the performance assessment using an Appraisal Form in line with the municipality's Performance Management Policy.

PART C: EMPLOYEE SCORECARD

1. KPA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION			
Pre-Determined Key Objectives	Key Performance Indicators / Deliverables / Outputs	Target Date	Weight %
1.1 To achieve full participation of communities & stakeholders in the affairs of the Municipality by 30 June 2013	<ul style="list-style-type: none"> a) Participate in Communication strategy reviewed b) Participate in four IDP representative forums sittings c) Attend to two IDP/Budget/PMS consultative meetings d) Attend to Budget and IDP public participation road-shows held e) Attend 6 war room meetings 	30 June 13	10%
1.2 To strengthen relationship between Council and Traditional Leadership by 30 June 2013	<ul style="list-style-type: none"> a) Attend 2 synergistic partnership meetings with traditional leaders 		
1.3 To responsive to service delivery needs and promote Batho Pele by 30 June 2013	<ul style="list-style-type: none"> a) Participating in community satisfaction and Lifestyle survey by 30 June b) Responding to suggestion boxes promptly c) Receiving reports from service delivery champions on monthly basics 		
1.4 To promote ethical conduct and deter fraud and corruption by 30 June 2013.	<ul style="list-style-type: none"> a) Participate in Code of ethics development b) Participate in Codes of conduct for officials c) Participate in Code of conduct for SCM reviews 		

	<ul style="list-style-type: none"> d) Participate in Anti-Fraud and Corruption Strategy review e) Participate in 4 MPAC meetings 		
1.5 To promote cooperative governance and IGR and municipality as centre of coordination of all government initiatives by 30 June 2013	<ul style="list-style-type: none"> a) Participate in Local Operation Sukuma Sakhe b) Participate in ward committees meetings 		
1.6 To ensure municipal compliance with laws and regulations and promote clean administration by 30 June 2013	<ul style="list-style-type: none"> a) Promote Approved internal audit charter b) Promote Skills transfer to internal auditor c) Participate in Quarterly internal audit reports d) Attend to Audit Committee meetings e) Promote Unqualified audit opinion 		

KPA 2: IMPROVED BASIC SERVICE DELIVERY			
Pre-Determined Key Objectives	Key Performance Indicators / Deliverables / Outputs	Target Date	Weight %
2.1.To facilitate improvement of access to basic services, through the provision of adequate free basic water, sanitation and electricity by 30 June 2013	<ul style="list-style-type: none"> a) Ntsinde electrification with 139 connections b) Ingwavuma electrification with 390 connections c) Jozini Streetlights Phase 1 in Jozini town d) Jozini Streetlights Phase 2 in Jozini town 		

<p>2.2.To improve access to shelter and eradicate housing backlog by 30 June 2013</p>	<ul style="list-style-type: none"> a) KwaJobe Housing project with 800 beneficiaries b) Siqakatha Housing project with 1000 beneficiaries c) Ward 5 Housing project with 1000 beneficiaries d) Ndumo housing project with 1500 beneficiaries 		
<p>2.3.To promote healthy lifestyle, community facilities and sports activity participation through provision of 5 recreational and sports facilities by 30 June 2013.</p>	<p>2.3.1 Construction of 4 Sports fields:</p> <ul style="list-style-type: none"> a) Mkuze Sport Complex b) Mkhonjeni Sport field c) Mzinyeni Sport field d) Ekuhleleni Sport field <p>Construction of Pound</p> <ul style="list-style-type: none"> a) Pound septic tank b) Pound office <p>Mkhuze 2nd Phase Testing Ground</p> <p>Construction of 3 Halls:</p> <ul style="list-style-type: none"> a) Oshabeni community hall b) Nkonya Community hall c) Majozini community hall 		

	<p style="text-align: center;">Construction of 6 Multipurpose Halls:</p> <ul style="list-style-type: none"> a) Mozi community b) Hlalanathi community hall c) Ezulwini Community Hall d) Nonjinjikazi community hall e) Thelamama community hall 		
2.4. To improve communication and movement of people to community service points through provision of access infrastructure by 30 June 2013.	<p>Construction of a bypass road and bridge behind Jozini Town</p> <ul style="list-style-type: none"> a) Bhanjana Road 3km b) Emlotheni Phase 2 gravel road 0.9km c) Ntshoqweni pedestrian bridge d) Ubombo Skills Centre 		
2.5 To promote and lengthen lifespan of facilities and community assets	<ul style="list-style-type: none"> a) Makhonyeni Community Hall b) Sibonokuhle Community Hall c) Mlingo Community Hall d) Makhane Community Hall 		

by 30 June 2013	<ul style="list-style-type: none"> e) Madanishini Community Hall f) Kwashukela Community Hall g) Ezibukweni Community Hall h) Msiyane Community Hall i) Mzinyeni Community Hall j) Mangwazane Community Hall k) Bhambanana Community Hall l) Ophansi Community Hall o) Ophondweni Community Hall m) Renovation of Ingwavuma Office n) Renovation of Ward 05 Creche p) Jozini public toilets in town q) Mkhuze public toilets in town s) Bhambanana public toilets in town t) Ingwavuma public toilets in town 		
2.6 To improve waste collection in areas of high concentration by 30 June 2013.	a) Mkhuze land fill site		

3. KPA: SUSTAINABLE LOCAL ECONOMIC DEVELOPMENT

Pre-Determined Key Objectives	Key Performance Indicators / Deliverables / Output
3.1 To stimulate Local Economic growth through LED and Tourism initiatives by 30 June 2013.	<ul style="list-style-type: none"> a) 200 jobs created through EPWP and labour intensive projects b) 100% of poverty alleviation projects completed

	Construction of poverty alleviation projects
3.2 To develop and review LED strategic framework and promote partnership for effective economic development and growth by 30 June 2013	a) Reviewed LED and tourism framework adopted by Co b) 4 LED/Tourism forums held

4. KPA: MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION			
Pre-Determined Key Objectives	Key Performance Indicators / Deliverables / Outputs	Target Date	Weight %

<p>4.1 Monitor municipal turn around by improving , systems, policies, practices and organisational culture by 30 June 2013</p>	<ul style="list-style-type: none"> a) 80% of Departmental policies reviewed b) Participate in Strategic Diary, Leadership and Extended Manco c) Participate in Review and adopted Standing Rules and Orders d) Participate in Review Organogram f) Participate in All critical vacant posts filled g) Participate in LLF meetings h) Planning & Technical department hold meetings i) Items submitted in time electronically j) Participate in disciplinary matters k) Forensic Investigation report is implemented l) Ensure Office accommodation space is provided m) Department PMS approved and implemented n) s56 employment and performance contracts signed and submitted o) s56 performance agreements concluded and signed p) 90% of Departmental permanent post have Job Descriptions 	<p>30 June 13</p>	<p>15%</p>
---------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------	------------

5. KPA: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

Pre-Determined Key Objectives	Key Performance Indicators / Deliverables / Output
<p>5.1 To manage Department budget by 30 June 2013.</p>	<p>a) Approved department budget by council</p>

5.2 To ensure effective, efficient and economic procurement of goods and service to promote service delivery, job creation and local economic development by 30 June 2013	<ul style="list-style-type: none"> a) Prepare Departmental Procurement schedules b) Promote 30% of capital projects procurement target contractors c) Attend Bid committees meetings at least bi-weekly
5.3 Ensure credible & compliant budget that is responsive to the needs of all stakeholders by 30 June 2013	<ul style="list-style-type: none"> a) Attend Budget steering committee b) Participate in the draft budget meetings c) Participate in Adjustment budget meetings d) Participate in the SDBIP and Adjusted SDBIP
5.4 To reduce wastages and cut operational costs by 5% by 30 June 2013	<ul style="list-style-type: none"> a) Committee agendas distributed electronically b) Printing budget reduced by 50% c) Personnel expenditure reduced by 5%

6. KPA: SPATIAL PLANNING AND ENVIRONMENTAL MANAGEMENT			
Pre-Determined Key Objectives	Key Performance Indicators / Deliverables / Outputs	Target Date	Weight %
6.1 To improve the standard of living by ensuring that future settlements occur in a spatial integrated and economical manner by 30 June 2013	<ul style="list-style-type: none"> a) Town development schemes for nodal areas completed b) Land Use Management system revised and implemented c) PDA process mapping completed d) Waste management plan in place e) Jozini town expansion plan developed 	30 June 13	10%
6.2 To ensure development happens in an orderly and controlled fashion by 30 June 2013	<ul style="list-style-type: none"> f) 4 building regulations awareness meetings with stakeholders held g) Building regulations enforcement instruments in place h) Rights over town boundary areas secured with traditional leaders GIS hardware and software and licence renewed by 30 June 2013 		

PART D: SCORE SHEETS

QUARTERLY REVIEW SCORESHEET

KPA's and CCR's	WEIGHT %	Performance Rating Score				
		Q1	Q2	Q3	Q4	P
Basic Services Delivery	20%					
Municipal Institutional Development and Transformation	15%					
Local Economic Development	10%					
Municipal Financial Viability and Management	15%					
Good Governance and Public Participation	10%					
Spatial Planning and Environmental Management	10%					
KPA TOTAL	80%					
Strategic Capability and Leadership	6%					
People Management and Empowerment	3%					
Financial Management	3%					
Client Orientation and Customer Focus	5%					
Communication	3%					
CCR TOTAL	20%					
OVERALL TOTAL	100%					

Employee		Appraiser	
Signature		Signature	
Date		Date	

CONSOLIDATED SCORE SHEET

KEY PERFORMANCE AREAS	WEIGHT %	PANEL'S RATING	EMPLOYEE'S RATING	CONSOLIDATED SCORE	REASONS FOR DEVIATION
-----------------------	----------	----------------	-------------------	--------------------	-----------------------

Basic Services Delivery	20%				
Municipal Institutional Development and Transformation	15%				
Local Economic Development	10%				
Municipal Financial Viability and Management	15%				
Good Governance and Public Participation	10%				
Spatial Planning and Environmental Management	10%				
KPA TOTAL	80%				
CCR TOTAL	20%				
OVERALL TOTAL	100%				

Employee		Appraiser		Witness	
Signature		Signature		Signature	
Date		Date		Date	