



PERFORMANCE AGREEMENT

NOKHANYO NOSISA ZEMBE

SENIOR MANAGER: SPU AND COMMUNICATION

2022-2023

UPHUHLISO KUMNTU WONKE

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

UMZIMVUBU LOCAL MUNICIPALITY

Herein represented by **TOBELA GLOSTONE PHILLIP NOTA** in his duly authorized capacity as **MUNICIPAL MANAGER** of UMZIMVUBU LOCAL MUNICIPALITY

AND

NOKHANYO NOSISA ZEMBE

Hereinafter referred to as **EMPLOYEE** in her capacity as duly appointed as **SENIOR MANAGER: SPECIAL PROGRAMS AND COMMUNICATIONS** of the municipality for the period of **01 July 2022 to 30 June 2023**

WHEREAS

- A. The Employer has entered into an Agreement of Employment with the Employee in terms of section 57(1)(b) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended.
- B. Section 57(2)(a)(i) and (ii) of the amended Local Government: Municipal Systems Act, 2000, read with the Memorandum of Agreement of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement within sixty (60) days of assumption of duty, and renew it annually within one month after the beginning of each financial year of the municipality;
- C. The parties must 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 Integrated Development Plan; and
- D. The parties must ensure that there is compliance with Sections 57(4A), 57(4B), 57 (c) and 57(5) of the Local Government: Municipal Systems Act, 2000 as amended,



NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION AND DEFINITIONS

1. In this Agreement, unless the context indicates otherwise—
 - (a) an expression, which denotes any gender, includes the other genders, a natural person includes an judicial person and vice versa, and the singular includes the plural and vice versa;
 - (b) clause headings are for convenience only and will not be used in its interpretation, and the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings—

“Agreement” means this Performance Agreement and all the Appendices hereto;

“Employee” means *NOKHANYO NOSISA ZEMBE*;

“KPA” means Key Performance Area;

“KPI” means Key Performance Indicator;

“KRA” means Key Responsible Area;

“MEC” means the Member of the Eastern Cape Executive Council responsible for local government;

“MFMA” means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

“Municipality” means UMZIMVUBU LOCAL MUNICIPALITY, established in terms of Structures Act;

“Parties” means the Municipality and the Employee;

“Performance management system” means a process used by the Municipality to evaluation organizational and its individual performance against goals and objectives set out on the IDP.



“Regulations” means the Local Government: Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, promulgated in the Government Gazette as Regulation Notice 805 on 1 August 2006;

“Structures Act” means the Local Government: Municipal Structures Act, 2000 (Act No. 117 of 1998); and

“Systems Act” means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended, and the Regulations promulgated in terms of the Act;

- (c) Words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause; and
- (d) This agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

PURPOSE OF THIS AGREEMENT

2. The purpose of this Agreement is to –

- (a) Comply with the provisions of Section 57(1)(b),(4A),(4B), (4C) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- (b) Communicate the Employer’s performance expectations and accountabilities to the Employee, by specifying objectives and targets as defined in the IDP;
- (c) Specify accountabilities as set out in the Performance Plan, which must be in a format substantially compliant with **Appendix “A”**;
- (d) Monitor and measure performance against set targeted outputs;
- (e) Use this Agreement and the Performance Plan as the basis for assessing the performance of the Employee and to establish whether the Employee has met the performance expectations applicable to the position; and
- (f) Appropriately reward the Employee in accordance with the Employer’s performance management policy in the event of outstanding performance.



- (5) The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (80% of Total)	Weighting
Municipal Institutional Development and Transformation	-
Local Economic Development	-
Municipal Financial Viability and Management	20
Good Governance and Public Participation	80
Basic Service Delivery	-
Spatial Development	-
Total	100%

- (6) The Core Management Criteria will make up the other 20% of the Employee's assessment score
- (7) The Core Competency Requirements are deemed to be most critical for the Employee's specific job and only ten (12) of them should be selected from the list below including the compulsory CMC's as agreed to between the Employer and Employee.

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC's)	√	WEIGHT
Strategic Direction and Leadership	√	10
Programme and Project Management	√	10
Financial Management	√	10
Change Management	√	10
People Management	√	10
Governance Leadership	√	10
CORE OCCUPATIONAL COMPETENCIES (COC's)		
Moral Competence		
Planning and Organising	√	10
Analysis and Innovation	√	10
Knowledge and Information Management	√	10

Communication	√	10
Results and quality focus		
Total percentage		100%

(8) Final Assessment scores shall be given according to each Key Performance Area either by working out a mean or by giving one final score to each KPA.

(9) Final Assessment scores shall be awarded according to each Core Managerial Competency either by working out a mean or by giving one final score to each CCR.

EVALUATING PERFORMANCE

6.(1) The Performance Plan, attached hereto as Appendix "A", must set out the : -
 (a) the standards and procedures for evaluating the Employee's performance;
 and
 (b) the intervals for the evaluation of the Employee's performance.

(2) Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage during the validity of the Agreement of Employment.

(3) Personal growth and development needs identified during any performance review discussion, as well as the actions and time frames agreed to, must be documented in a Personal Development Plan, which must be in a format substantially compliant with Appendix "B".

(4) The Employee's performance will be measured in terms of contributions to the goals and strategies contemplated in the Employer's Integrated Development Plan.

(5) The annual performance appraisal must involve—
 (a) an assessment of the achievement of results as outlined in the performance plan;

(b) an assessment of each Key Performance Area 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;
- (c) a rating on the five-point scale for each Key Performance Area; and
- (d) the use of the applicable assessment rating calculator to add the scores and calculate a final Key Performance Area score.

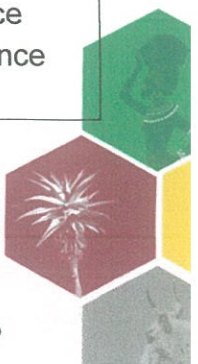
(6) The Core Management Criteria must be assessed–

- (a) according to the extent to which the specified standards have been met;
- (b) with an indicative rating on the five-point scale for each Criteria; and

(c) by using the applicable assessment rating calculator to add the scores and calculating a final score.

(7) An overall rating is calculated by using the applicable assessment-rating calculator, Which represents the outcome of the performance appraisal, provided that the performance assessment of the Employee will be based on the following rating scale for both Key Performance Indicators and Core Management Criteria:

Level	Terminology	Description 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 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	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 up to the level expected in the job despite management efforts to encourage improvement.

- (8) The performance of the Employee must be evaluated by an evaluation panel constituted in terms of regulation 27(4)(d), (e) and (f) of the Regulations.

SCHEDULE FOR PERFORMANCE REVIEWS

- 7.(1) The performance of each Employee in relation to his or her performance agreement must be reviewed during–
- (a) January to March for the Third quarter
 - (b) April to June for the Fourth quarter,

Provided that reviews in the first and third quarter may be verbal if performance is satisfactory.

- (2) The Employer must keep a record of all performance assessment meetings, and feedback must be based on the Employer's assessment of the Employee's performance.
- (3) The Employer may amend the provisions of the Performance Plan whenever the performance management system is adopted, implemented or amended, provided that the Employee must be consulted before any such change is made.
- (4) The work performance and performance review will not be confined and limited to the performance plan, any incidental work outside the performance plan shall be performed and evaluated accordingly.



OBLIGATIONS OF THE EMPLOYER

8. The Employer must–

- (a) Create an enabling environment to facilitate effective performance by the Employee;
- (b) Provide access to skills development and capacity building opportunities;
- (c) Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- (d) On the request of the Employee delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement; and
- (e) Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in this Agreement.

CONSULTATION

9. (1) The Employer agrees to consult the Employee timeously where the exercising of the powers will–

- (a) Have a direct effect on the performance of any of the Employee's functions;
- (b) Commit the Employee to implement or to give effect to a decision made by the Employer; and
- (c) Have a substantial financial effect on the Employee.

(2) The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in sub-clause (1) above, as soon as is practicable to enable the Employee to take any necessary action without delay.



11. (a) All endeavors shall be made to provide support in the form of guidance, training and counselling to the employee when displaying signs of sub-standard performance.
- (b) The employee shall be given adequate period ranging from four months to six months to improve performance.
- (c) Unequivocal performance targets with a succinct action plan shall be drawn up for the employee with clear results to be achieved.
- (d) The time needed for an employee to improve his/ her performance shall be dictated by the nature and level of the job.

DISPUTE RESOLUTION

- 12.(1) Any disputes about the nature or content 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 –
- (a) The Mayor, within thirty days of receipt of a formal dispute from the Employee, whose decision shall be final and binding to both parties
- (2) Any disputes about the outcome of the Employee's performance evaluation, must be mediated by–
- (a) A member of the municipal Council, provided that such Councillor was not part of the evaluation panel contemplated in regulation 27(4)(e) of the Regulations, within thirty days of receipt of a formal dispute from the Employee, whose decision shall be final and binding on both parties.

GENERAL

- 13.(1) The Employer must make the contents of this Agreement and the outcome of any review
- 13 conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.
- (2) Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his or her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- (3) The performance assessment results of the Municipal Manager must be submitted to the Member of the Executive Council responsible for local



PERFORMANCE PLAN
2022/2023

Entered into by and between

UMzimvubu Local Municipality

and

NOKHANYO NOSISA ZEMBE

1. Purpose

The performance plan defines the Council's expectations of the **SENIOR MANAGER: SPU AND COMMUNICATION**, performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and as reviewed annually.

2. Key responsibilities



The following objects of local government will inform the **SENIOR MANAGER: SPU & COMMUNICATION** against set performance indicators:

- 2.1 Provide democratic and accountable government.
- 2.2 Ensure sound governance within the municipality.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organisations in the matters of local government.

3. Key Performance Areas

The following Key Performance Areas (KPA's) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), inform the strategic objectives listed in the table below:



Employee name and surname Job title Employee no. Department	Nokhanyo Nosisa Zembe			Authorised signature on behalf of the employer 	Date 07~Jul-22							
	Senior Manager: SPU & Communications			Employee's signature 	Date 07~Jul-22							
	6006			Year under review 2022/202								
	Special Programmes & Communication											
Key Performance Area	Programme/Project	KPI	Baseline	Budget	calculation type	Weight	Sources of evidence	Annual Target				
	Communication Action Plan Review	Number of communication strategy Action Plan reviewed adopted by council	One approved communication Strategy in Strategy /Action Plan document	R100 000	Stand-Alone	10%	One Reviewed Communication Strategy Action Plan, Council Resolution	1	N/A	N/A	1	N/A
	Council Events	Number of council events coordinated	9 council events	R3 336 698	Accumulative	15%	Attendance registers, Event Programme/Invitations	8	3 Council events, Women's Day, Mandela Day, Heritage Day	1 Council events, - Sixteen Days of activism	1 Council events, Human rights day	3 Council event, Mayoral Cup/Youth Day, May Day, Freedom Day
	Presidential Hotline	Percentage of presidential Hotline complaints responded to.	100% Complaints attended to.	N/A	Stand-Alone	5%	Complaints register and OTP presidential hotline report	100%	100% Complaints attended to.	100% Complaints attended to.	100% Complaints attended to.	
	Traditional Leader's engagement sessions	Number of Traditional Leader's engagement sessions	4 Traditional Leaders Engagement sessions	R227 423	Accumulative	5%	Attendance Register	4	1	1	1	1
	EXCO Outreach Program	Number of EXCO Outreach Programs coordinated	Two EXCO IDP Outreach Programs coordinated in 2021/2022 F/Y	R425 968	Accumulative	5%	Attendance register and Program	2	N/A	1	N/A	1
	EPWP programme	No of jobs created on EPWP	331 Job opportunities reporter on	R7,500 224	Accumulative	10%	EPWP system generated report	400	100 (EPWP Jobs created)	100 (EPWP Jobs created)	100 (EPWP Jobs created)	100 (EPWP Jobs created)
	Electronic Bill board Management	Number of new businesses advertising on the Municipal electronic billboard	20	R186 088,00	Accumulative	5%	Bill Board spread sheet, Proof of payment	20	05 business adverts	05 business adverts	05 business adverts	05 business adverts

ood Governance and Public Participation

Good Governance and Public Participation

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Speech writing	Number of speeches written for the Mayor	20 speeches written in the previous financial year	N/A	Accumulative	10%	Copies of Mayoral speeches	20	05 Speeches	05 Speeches	05 Speeches	05 Speeches	05 Speeches
Ward committee training	Number of milestones reached towards the training of Ward Committees.	One Ward Committee training	R 231 520 00	Accumulative	5%	Attendance register and certificates of attendance/competence Training terms of reference Advertisement and appointment letter	3	(1) Development of Ward Committee Training terms of reference	(1) Advertisement and appointment of the service provider	(1) One Ward Committee training	N/A	
Stakeholder engagement	Number of stakeholder engagements held	14 stakeholder engagements.	R1 101 869	Accumulative	10%	Attendance register and Program/agenda	20	2	6	6	6	
Budget Monitoring	Percentage of unit budget spent	100% budget spent	R13 708 967,00	Carry Over	20%	Copy of Budget Expenditure Report from BTO	100%	10%	50%	75%	100%	
Municipal Financial Viability and Management					100%							

22/11/2017

GM

APPENDIX B

PERSONAL DEVELOPMENT PLAN 2022/2023

Incumbent	Nokhanyo Nosisa Zembe
Employee No.	6013
Job Title	Senior Manager: SPU & Communication
Report to	Municipal Manager

1. What are the competencies required for this job (refer to competency profile of job Description)? *(As required per the advert)*
 - a. B Degree in Personnel Management/Communications & Public Relations or Equivalent
 - b. Computer Literacy
 - c. CPMD
2. What competencies from the above list, does the job holder already possess?
All
3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)
N/A
4. Actions/Training interventions to address the gaps/needs
N/A
5. Indicate the competencies required for future career progression/development
Masters in Public Administration
6. Actions/Training interventions to address future progression
Government Media: Essential Tools for Editors and Journalists course



7. Comments/Remarks of the Incumbent

_____ N/A _____

8. Comments/Remarks of the supervisor

Agreed upon

Signature: _____



Supervisor: **Mr GPT Nota**

Date: **14 June 2022**

Signature: _____



Incumbent: **Nokhanyo Nosisa Zembe**

Date: **14 June 2022**

