



PERFORMANCE AGREEMENT

KHETHIWE PENELOPE AND DLAMINI-TSHAZI

SENIOR MANAGER:C&CS

2022-2023

UPHULISO KUMNTU WONKE

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

UMZIMVUBU LOCAL MUNICIPALITY

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

AND

KHETHIWE PENELOPE DLAMINI-TSHAZI

Hereinafter referred to as **EMPLOYEE** in her capacity as duly appointed as Senior Manager: citizen and Community Services 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:

UPHUHLISO KUMNTU WONKE

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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 *Khethiwe Penelope Dlamini-Tshazi*;

“**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;

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“**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.

COMMENCEMENT AND DURATION

- 3.(1) This Agreement will commence on 01 July 2022 and will remain in force until 30 June 2023 whereafter a new Agreement, Performance Plan and Personal

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Development Plan must be concluded between the parties for each of the following financial years or any portion thereof for the duration of the Agreement of Employment.

- (2) This Agreement will terminate on the termination of the Employee's employment for any reason whatsoever or when the Acting Appointment is terminated.
- (3) The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- (4) 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 must immediately be revised.
- (5) Any significant amendments or deviations must take cognisance of the requirements of sections 34 and 42 of the Systems Act, and regulation 4(5) of the Regulations.

PERFORMANCE OBJECTIVES

- 4.(1) The Performance Plan must set out the—
 - (a) the performance objectives and targets that must be met by the Employee; and
 - (b) the time frames within which those performance objectives and targets must be met.
- (2) The performance objectives and targets reflected in the Performance Plan must—
 - (a) be set by the Employer in consultation with the Employee;
 - (b) be based on the Integrated Development Plan and Budget of the Employer; and
 - (c) include key objectives, performance indicators, target dates and weightings.
- (3) It is agreed that—
 - (a) the key objectives must describe the main tasks that must be performed by the Employee.
 - (b) the key performance indicators provide the details of the evidence that must be provided to indicate that a key objective has been achieved;



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- (c) the target dates describe the timeframe in which the work must be achieved; and
 - (d) the weightings indicate the relative importance of the key objectives to each other.
- (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.

PERFORMANCE MANAGEMENT SYSTEM

- 5.(1) The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Municipality, and accepts that the purpose of the performance management system is to provide a comprehensive system, with specific performance standards, to assist Municipality to perform to the standards required.
- (2) The Employer must consult the Employee about the specific performance standards that are included in the performance management system that are applicable to the Employee.
- (3) The Employee undertakes to actively focus on the promotion and implementation of the Key Performance Areas, including special projects relevant to the Employee's responsibilities, within the local government framework.
- (4) The Employee must be assessed on his or her performance in terms of the performance indicators identified in the attached Performance Plan and include—
(a) the Key Performance Areas; and
(b) Core Managerial Competencies,
with a weighting of 80:20 allocated to sub-clause (a) and (b) respectively.
- (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:



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Key Performance Areas (80% of Total)	Weighting
Municipal Institutional Development and Transformation	10
Local Economic Development	40
Municipal Financial Viability and Management	30
Good Governance and Public Participation	
Basic Service Delivery	20
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	√	5
Change Management	√	5
People Management	√	10
Governance Leadership	√	10
CORE OCCUPATIONAL COMPETENCIES (COC's)		
Moral Competence	√	10
Planning and Organising	√	5
Analysis and Innovation	√	10
Knowledge and Information Management	√	5
Communication	√	10
Results and quality focus	√	10
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

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		<p>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.</p>
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- (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.

MANAGEMENT OF EVALUATION OUTCOMES

- 10.(1) The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- (2) A performance bonus of between 5% and 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance, as per regulation 32(2) of the Regulations.



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- (3) In the case of unacceptable performance, the Employer–
- (a) Must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- (b) May, after appropriate performance counselling and having provided the necessary guidance and support as well as reasonable time for improvement in performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.
- (4) The following formula shall be used to calculate total scores for awarding performance bonus: -
- i) (a) $\text{Weight} \times \text{Final score per KPA} = V \times 80\%$ (for KPA) = score for each KPA
- (b) Add up all KPA scores to get a total sum = W
- ii) (a) $\text{Weight} \times \text{Final score per CMC} = Y \times 20\%$ (for CMC) = score for each CCR
- (b) Add up all CCR scores to get a total sum = Z
- III) $W + Z = \text{Total score (percentage)}$
- (5) The following formula shall be used to allocate the performance bonus after the total score has been calculated in accordance with section 10 (4) above:

FINAL SCORE	BONUS/REWARD
150 and above	10% to 14% of the annual total remuneration package
130 to 149%	5% to 9% of the annual total remuneration package
100% and below	Compulsory Performance Counselling

- (6) The above mentioned formula in subsection 5 shall be normalised as follows:-

RANGE	SCORE	% Bonus
150 AND ABOVE	164 and above	14
	163	13.705
	162	13.42

RANGE	SCORE	% Bonus
Between 130 and 149	149	9
	148	8.6
	147	8.4

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	161	13.135
	160	12.85
	159	12.565
	158	12.28
	157	11.995
	156	11.71
	155	11.425
	154	11.14
	153	10.855
	152	10.57
	151	10.285
	150	10

	146	8.2
	145	8
	144	7.8
	143	7.6
	142	7.4
	141	7.2
	140	7
	139	6.8
	138	6.6
	137	6.4
	136	6.2
	135	6
	134	5.8
	133	5.6
	132	5.4
	131	5.2
	130	5

SUB-STANDARD / POOR PERFORMANCE MANAGEMENT

- 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.



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(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

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 government in the Eastern Cape as well as the National Minister responsible for local government, within fourteen days after the conclusion of the assessment.



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- (4) The employee is required to complete the Financial Disclosure Form as per Item 5 of the Code of Conduct for municipal staff members which is attached to this agreement as Appendix "C".

SIGNED AT Mount Frere ON THIS 08-JULY DAY OF **2022**

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
SIGNATURE OF THE EMPLOYER REP.

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
SIGNATURE OF THE EMPLOYEE REP.



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**PERFORMANCE PLAN
2022/2023**

Entered into by and between

UMzimvubu Local Municipality

and

KHETHIWE PENELOPE DLAMINI-TSHAZI

1. Purpose

The performance plan defines the Council's expectations of the **Senior Manager: Citizen and Community Services**, 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: Citizen and Community Services** 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:



- 3.1 Basic Service Delivery.
- 3.2 Municipal Institutional Development and Transformation.
- 3.3 Local Economic Development
- 3.4 Municipal Financial Viability and Management.
- 3.5 Good Governance and Public Participation
- 3.6 Spatial development

4. Key Performance Objectives and Indicators, for the Senior Manager: Citizen and Community Services


The provisions and statutory time frames contained in the following legislation are required to be reported on and measured:

- 4.1 Local Government: Municipal performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Manager, 2006 (Regulation No. R805, dated 1 August 2006)
- 4.2 Regulation No. 796 (Local Government: Municipal Planning and Performance Management Regulations, 2001) dated 24 August 2001
- 4.3 Municipal Finance Management Act, 2003,
- 4.4 Municipal Structures Act, 1998, in particular but not limited to Section 29 and 50
- 4.5 Umzimvubu Delegation of powers, particularly, powers delegated to Chief Financial Officer
- 4.6 Municipal Systems Act, 2000, in particular, but not limited to, Chapter 6, 7 sections 66 and 71, Schedule 2

Signed and accepted by:

Job title:

Date:




SENIOR MANAGER, CICS
08-11-2022

Signed by the (MUNICIPAL MANAGER) on behalf of the uMzimvubu Local Municipality

Municipal Manager:

Date:



09/07/2022







Employee name and surname		Khethiwe Penelope Dlamini-Tshazi				Authorized signature on behalf of the employer		Date			
Job title		Senior Manager: Citizens and Community Services				Employee's signature		Date			
Employee no.		6011				Year under review		2022/2023			
Department		CITIZENS AND COMMUNITY SERVICES									
Programme/Project	KPI	Baseline	Budget	calculation type	Weight	Sources of evidence	Annual Target	Sep	Dec	Mar	Jun
Key Performance Area	Disaster Emergency Relief	100%	R300,000	Stand-Alone	5%	Report on qualifying households assisted in Disaster Affected areas	100%	100%	100%	100%	100%
	Integrated Waste Management	769 households provided with formal solid waste services	R1,500,000	Stand-Alone	5%	Household domestic waste collection database	800	800	800	800	800
	Library readerships	Number of readership in Municipal libraries	R700,000	Accumulative	10%	Library Quarterly reports	15,000	3,750	3,750	3,750	3,750
Local Economic Development	Implementation of waste management programmes	Peri-Urban water pollution control and restoration programmes business plan and SLA	R3,700,000	Stand-Alone	20%	Beneficial appointment letters/contracts	90	90	90	90	90
	Jobs created under Food for Waste Programme	Number of jobs created under Food for Waste Programme	R 7 000 000	Stand-Alone	20%	Appointment letters and food for waste report.	100	100	100	100	100
Municipal Financial Viability and Management	Budget Monitoring	Percentage of Operational budget spent	-	Carry-Over	5%	Budget Expenditure Report	100%	5%	40%	75%	100%
	Revenue generation from Citizens and Community services departments	Amount of Revenue collected from citizens and community services departments	R 6,000,000.00	Accumulative	25%	Revenue collection Reports	R6 000 000	R1 500 000	R1 500 000	R1 500 000	R1 500 000
Municipal Development and Transformation	Council Security	Percentage protection of municipal sites	R 16,289,600.00	Stand-Alone	10%	Quarterly reports and list of municipal properties under protection, Register of Municipal sites.	100%	100%	100%	100%	100%

APPENDIX B

PERSONAL DEVELOPMENT PLAN 2022/2023

Incumbent	Khethiwe Penelope Dlamini-Tshazi
Employee No.	6011
Job Title	Senior Manager: Citizen and Community Services
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. **Strategic Direction and leadership**
 - b. People Management
 - c. Programme and Project Management
 - d. Change Leadership
 - e. Moral Competence
 - f. Computer Literacy
 - g. Financial Management
 - h. Planning and organization
 - i. Information Management and Communication skills
2. What competencies from the above list, does the job holder already possess?
 - A,B,C,D,E,F, G,H and I
3. What then are the competency gaps? (If the job holder possesses all the necessary competencies, complete No's 5 and 6.)
 - None
4. Actions/Training interventions to address the gaps/needs
 - None
5. Indicate the competencies required for future career progression/development
6. Actions/Training interventions to address future progression
 - Trauma Counselling
 - Programme in Advanced Strategic Management
 - Leading for Innovation,

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7. Comments/Remarks of the Incumbent

8. Comments/Remarks of the supervisor

Agreed upon

Signature:



Supervisor:

GNT NOIA

Date:

09/07/2022

Signature:



Incumbent:

KHETHIWA P. ISHAI

Date:

08/07/2022



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