



## PERFORMANCE AGREEMENT

NOKHANYO NOSISA ZEMBE

SENIOR MANAGER: SPU & COMMUNICATION

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2023-2024

UPHULISO KUMNTU WONKE

# PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

UMZIMVUBU LOCAL MUNICIPALITY

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

AND

**NOKHANYO NOSISA ZEMBE**

Hereinafter referred to as **EMPLOYEE** in her capacity as duly appointed as SENIOR  
MANAGER: SPU & COMMUNICATION of the municipality for the period of **01 July  
2023 to 30 June 2024**

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,

UPHUHLISO KUMNTU WONKE

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**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



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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.

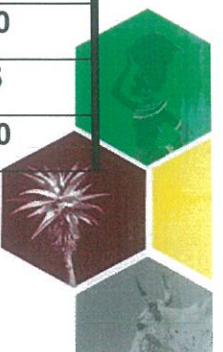


- (5) The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory and weights must be allocated to each of them according to the scale of core and functional responsibilities:

<b>Key Performance Areas (80% of Total)</b>	<b>Weighting</b>
Municipal Institutional Development and Transformation	
Local Economic Development	<b>30</b>
Municipal Financial Viability and Management	<b>10</b>
Good Governance and Public Participation	<b>60</b>
Basic Service Delivery	
Spatial Development	
<b>Total</b>	<b>100%</b>

- (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.

<b>CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (20% of Total)</b>		
<b>CORE MANAGERIAL COMPETENCIES (CMC's)</b>	√	<b>WEIGHT</b>
Strategic Direction and Leadership	√	<b>10</b>
Programme and Project Management	√	<b>10</b>
Financial Management	√	<b>10</b>
Change Management	√	<b>10</b>
People Management	√	<b>10</b>
Governance Leadership	√	<b>10</b>
<b>CORE OCCUPATIONAL COMPETENCIES (COC's)</b>		
Moral Competence		
Planning and Organising	√	<b>10</b>
Analysis and Innovation	√	<b>5</b>
Knowledge and Information Management	√	<b>10</b>



Communication	√	10
Results and quality focus	√	5
<b>Total percentage</b>		<b>100%</b>

(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.



**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.
- (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



## PERFORMANCE PLAN 2023/2024

**Entered into by and between**

**UMzimbvubu Local Municipality**

**and**

***NOKHANYO NOSISA ZEMBE***

### **1. Purpose**

The performance plan defines the Council's expectations of the SENIOR MANAGER: SPU & 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) 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: SPU & COMMUNICATION**

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:**

  
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**Job title:**


**Senior Manager: SPU & Communication**

**Date:**

**10 July 2023**

**Signed by the MR GPT NOTA on behalf of the Umzimvubu Local Municipality**



**Municipal Manager:**

  
\_\_\_\_\_

**Date:**

**10 July 2023**



Employee name and surname	Nokhanyo Nosisa Zembe		Authorized signature on behalf of the employer		Date	
Job title	Senior Manager: SPU & Communication		Employee's signature		Date	
Employee no.	6006		Financial Year	2023/2024		
Department	SPU & COMMUNICATION					

Programme/Project	KPI	Baseline	Budget amount	calculation type	Weight	Sources of evidence	Annual Target	Dec	Sep	Mar	Jun
Communication Action Plan Review	Number of communication strategy Action Plan reviewed adopted by council	1	R 400 000,00	STD	10%	Council Resolution, Communication Action Plan	1	100%	N/A	1	N/A
Council Events	Number of council events coordinated	8	R1 600 000,00	ACC	10%	Attendance Registers Event Programme	8	1 Calenda Event 16 Days of Activism	3 Calenda Events Mandela Day, Women's Day & Heritage Day	1 Calenda event Human Rights Day,	3 Calenda Events Freedom Day, Worker's Day, Mayoral Youth Event
EXCO Outreach Programme	Number of EXCO Outreach Programs coordinated	2	R800 000,00	ACC	10%	Attendance Registers, Event Programme	2	N/A	N/A	1	N/A
Traditional Leaders Engagement Sessions	Number of Traditional Leader's engagement sessions	4	R150 000	ACC	15%	Attendance Registers	4	1	1	1	1

Presidential Hotline	Percentage of presidential Hotline complaints responded to.	100% Nil	STD	5% OTP Presidential Hotline report	100%	100% complaints attended to	100% complaints attended to	100% complaints attended to
100% Implementation of Audit Action Plans	Percentage on Implementation of audit action plans	100% Nil	STD	5% Copy of report for implemented audit action plans	100%	100%	100%	100%
100% Implementation of Risk Strategies	Percentage of Risk Action Plans attended to	100% Nil	STD	5% Copy of report for completed Risk Action Plans Report from Internal Audit	100%	100%	100%	100%
Electronic Billboard Management	Number of new adverts on the Municipal electronic billboard	20 Nil	ACC	15% Billboard Spreadsheet/Proof of payment	1	5	5	5
EPWP Jobs created	Number of jobs created on EPWP	500	ACC	15% EPWP System Generated Report	555	130 Jobs created	165 Jobs created	150 Jobs created
90% budget spent	90% Percentage of budget spent	90% 90% budget spending	ACC	10% Copy of budget from BTO	90% expenditure	40%	70%	90%

## PERSONAL DEVELOPMENT PLAN 2023/2024

<b>Incumbent</b>	<b>Nokhanyo Nosisa Zembe</b>
<b>Employee No.</b>	<b>6006</b>
<b>Job Title</b>	<b>Senior Manager: SPU &amp; Communication</b>
<b>Report to</b>	<b>Municipal Manager</b>

1. What are the competencies required for this job (refer to competency profile of job Description)? *(As required per the advert)*
  - a. B Degree
  - b. CPMD Certificate
  - c. Driver's Licence
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.)
 

\_\_\_\_\_ None \_\_\_\_\_
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
  - Certificate in Development Communication



7. Comments/Remarks of the Incumbent

\_\_\_\_\_ N/A \_\_\_\_\_

8. Comments/Remarks of the supervisor

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_

Agreed upon

Signature: \_\_\_\_\_ 

Supervisor: Mr. GPT/Nota

Date: 10 July 2023

Signature: \_\_\_\_\_ 

Incumbent: Nokhanyo Nosisa Zembe

Date: 10 July 2023

