



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

THE MUNICIPALITY OF UMZUMBE AS REPRESENTED BY MUNICIPAL MANAGER

THEMBINKOSI P CELE

AND

ZILUNGILE ABEGAIL NOMVUYO LUSHABA

DIRECTOR SOCIAL & COMMUNITY SERVICES

EMPLOYEE FOR THE FINANCIAL YEAR

01 JULY 2021 – 30 JUNE 2022

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INTRODUCTION

- The Employer has entered into a contract of employment with the Employee in terms of section 57(1) (a) of the Local Government: Municipal Systems Acts 32 of 2000 ("the System Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the parties to conclude an Annual Performance Agreement.
- The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The Purpose of this Agreement is to:

- 2.1. Comply with the provisions of Section 57(1)(b), 4(A), (4B) and (5) of the Systems Acts as well as the Contract of Employment entered into between the parties;
- 2.2. Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3. Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4. Monitor and measure performance against set targeted outputs;

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- 2.5. Use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to his/her job;
- 2.6. Appropriately reward the Employee in accordance with the Employer's Performance Management policy in the event of outstanding performance; and
- 2.7. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence on the 01 July 2021 and will remain in force until 30 June 2022 where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4. The content of this Agreement may be revised at any time during the above mentioned period to determine the applicability of the matters agreed upon.
- 3.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

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4. PERFORMANCE OBJECTIVES

4.1. The Performance Plan (Annexure A) sets out:

4.1.1. The performance objectives and targets that must be met by the Employee; and

4.1.2. The time frames within which those performance objectives and targets must be met.

4.2. The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weighting.

4.3. The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

4.4. 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.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1. The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Employer, management, and municipal staff of the Employer.

5.2. The Employee accepts that the purpose of the Performance Management System will be to provide a comprehensive system with specific performance standards to assist the Employer, management, and municipal staff to perform to the standards required.

5.3. The Employer will consult the Employee about the specific performance standard that will be included in the Performance Management System as applicable to the Employee.

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6. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS.

- 6.1. The Employee undertakes to actively focus towards the promotion and implementation of KPA's (including special projects relevant to the employee's responsibilities) within the local government framework.
- 6.2. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 6.2.1. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Managerial Competencies (CMC's) respectively.
- 6.2.2. Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.2.3. KPA's covering the main areas of work will account for 80% and CMC's will account 20% of the final assessment.
- 6.3. The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
Basic Service Delivery	25
Municipal Institute Development and Transformation	20
Local Economic Development (LED)	10
Municipal Financial Viability and Management	
Good Governance and Public Participation	25
Cross Cutting	20
Total	100

The CMCs will make the other 20% of the Employee's assessment score.

CMC's that are deemed to be most critical for the Employee's specific job should be selected from the list below as agreed to between the Employer and Employee:

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EVALUATING PERFORMANCE

- 7.1. The Performance Plan (Annexure A) to this Agreement sets out:
- 7.1.1. The standards and procedures for evaluating Employee's performance; and
- 7.1.2. The intervals for the evaluation of the Employee's performance.
- 7.2. Despite the establishment of intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 7.3. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 7.4. The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5. The annual performance appraisal will involve:
- 7.5.1. Assessment of the achievement of results as outlined in the Performance plan:
- (a). Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
 - (b). An indicative rating on the five-point scale should be provided for each KPA.
 - (c). The applicable assessment rating calculator (refer to Paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.
- 7.5.2. Assessment of the CMC's
- (a). Each CMC should be assessed according to the extent to which the specified standards have been met.
 - (b). An indicative rating on the five-point scale should be provided for each CMC.
 - (c). The applicable assessment rating calculator (refer to Paragraph 6.5.1) must then be used to add the scores and calculate a final CMC score.
- 7.5.3. Overall Rating
- An overall rating is calculated by using the applicable assessment-rating calculator. Such rating represents the outcomes of the performance appraisal.

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14. GENERAL

- 14.1. The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be available to the public by the Employer.
- 14.2. Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

Thus, done and signed at UMZUMBE on this the 30 day of JUNE

(Month) (Year) 2021

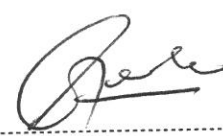
AS WITNESSES:

1. 

EMPLOYEE

2.

AS WITNESSES:

1. 

EMPLOYER

2. 

