

PERFORMANCE AGREEMENT

Made and entered into by and between:

UThukela District Municipality as represented by the
Municipal Manager

SIFISO NICHOLAS KUNENE

AND

PEARL HLENGIWE ZANELE KUBHEKA

[ID NO. 750508 0744 080]

CHIEF FINANCIAL OFFICER

The employee of the municipality

for

FINANCIAL YEAR: 1 JULY 2019 - 30 JUNE 2020

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

UThukela District Municipality herein represented by

SIFISO NICHOLAS KUNENE

in his capacity as Municipal Manager
(hereinafter referred to as the Employer or Supervisor)

and

PEARL HLENGIWE ZANELE KUBHEKA

[ID NO. 750508 0744 080]

Employee of UThukela District Municipality
(hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 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 Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance Agreement.
- 1.3 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.
- 1.4 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),(4A),(4B) and (5) of the Systems Act 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;

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- 2.3 specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/or to assess 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 **1st July 2019** and will remain in force until **30 June 2020** where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next quarter or any portion thereof, if applicable.
- 3.2 The parties will review the provisions of this Agreement at the end of each quarter. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least every quarter (if applicable) by not later than the beginning of each successive quarter.
- 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.

4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - (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

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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 weightings.
- 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 standards that will be included in the performance management system as applicable to the Employee.
- 5.4 The Employee agrees to participate in the performance management and development system that the Employer adopts.
- 5.5 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.6 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.
 - (a) The Employee must be assessed against both components with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Managerial Competencies (CMCs) respectively.
 - (b) Each area of assessment will be weighted and will contribute a specific part to the total score.
 - (c) KPAs covering the main areas of work will account for 80% and CMCs will account for 20% of the final assessment.

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- 5.7 The Employee's assessment will be based on his/ her 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:
- 5.8 The CMCs will make up the other 20% of the Employee's assessment score. Managers are to report on ALL the CMC's below giving each a weight according to relevance to your work environment.

Key Performance Areas (80% of Total)	Weighting
Basic Service Delivery	
Municipal Institutional Development and Transformation	10%
Local Economic Development	
Municipal Financial Viability and Management	80%
Good Governance and Public Participation	
Cross cutting	10%
Total	100%

LEADING COMPETENCIES		
		WEIGHTS
Strategic Direction and leadership	- Impact and influence - Institutional Performance Management - Strategic planning and management - Organisational awareness	20
People Management	- Human Capital planning and Development - Diversity in management - Employee Relations Management Negotiation and Dispute Management	10
Program and project Management	- Program and project planning and Implementation - Service Delivery Management Program and Project Monitoring and Evaluation	10
Financial Management	- Budget Planning and Execution - Financial Strategy and Delivery	60

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	Financial Reporting and Monitoring	
Change Leadership	- Change Vision and Strategy - Process Design and Improvement - Change Impact Monitoring and evaluation	
Governance Leadership	- Policy Formulation - Risk and Compliance Management - Cooperative Governance	
CORE COMPETENCIES		
Moral Competence		
Planning and Organising		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Results and Quality Focus		

6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets out -

- (a) the standards and procedures for evaluating the Employee's performance; and
- (b) the intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

6.3 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.

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7. THE QUARTERLY PERFORMANCE APPRAISAL WILL INVOLVE:

7.1 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 7.3 below) must then be used to add the scores and calculate a final KPA score.

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7.2 Assessment of the CMCs

- (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 (7.1) must then be used to add the scores and calculate a final CMC score.

7.3 Overall rating

- (a) An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
- (b) The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCs:

LEVEL	TERMINOLOGY	DESCRIPTION	RATING				
			1	2	3	4	5
5	Superior	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods. 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	Advanced	Develops and applies complex concepts methods and understanding. Effectively directs and leads a group and executes in-depth analyses. 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	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and execute progressive analyses. 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	Basic	Applies basic concepts, methods and understanding of local government operations, but requires supervision and development intervention. 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	Basic	Applies basic concepts, methods and understanding of local government operations, but requires supervision and development intervention Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully					

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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.

- 7.4 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established –

- 7.4.1 Member of the Executive Committee;
- 7.4.2 Chairperson/ Member of the Audit Committee;
- 7.4.3 Municipal Manager
- 7.4.4 Municipal Manager from another Municipality.
- 7.4.5 Mayor

8. SCHEDULE FOR PERFORMANCE REVIEWS

- 8.1 The performance of each Employee in relation to his/her performance agreement shall be reviewed on the following dates with the understanding that reviews in the second and third quarter may be verbal if performance is satisfactory:
- (a) July to September 2019 for the First quarter;
 - (b) October to December 2019 for the Second quarter;
 - (c) January to March 2020 for the Third quarter and
 - (d) April to May 2020 for the Fourth quarter
- 8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 8.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

10. OBLIGATIONS OF THE EMPLOYER

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10.1 The Employer shall –

- 10.1.1 create an enabling environment to facilitate effective performance by the employee;
- 10.1.2 provide access to skills development and capacity building opportunities;
- 10.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.1.4 on the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and
- 10.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/ her to meet the performance objectives and targets established in terms of this Agreement.

11. CONSULTATION

- 11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –
- 11.1.1 A direct effect on the performance of any of the Employee's functions;
 - 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
 - 11.1.3 A substantial financial effect on the Employer.
- 11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) subject to a

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fully effective assessment.

- 12.4 Directive in terms of section 139(1)(a) of the constitution: municipal senior management to ensure achievement of unqualified audit outcomes (clean), address unauthorised, irregular, fruitless and wasteful expenditure and consequence management

12.4.1 An unqualified audit outcome is a minimum standard in the performance agreements of the Accounting Officer and senior management of the municipality in accordance with the municipality's performance management system

12.4.2 Municipal Council to resolve not to pay future performance bonuses, to those Accounting Officers, senior manager and relevant officials who cause the municipality to attain a negative audit outcome and who are responsible for unauthorized, irregular, fruitless or wasteful expenditure

- 12.5 In the case of unacceptable performance, the Employer shall –

12.5.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.5.2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

- 13.1 Any disputes about the nature of the Employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by:

13.1.1 the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2 any other person appointed by the MEC.

- 13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

- 14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.

- 14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the

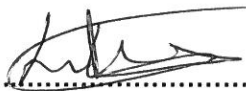
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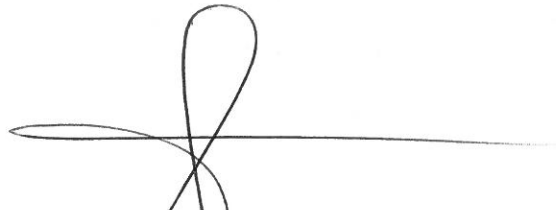
Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED AT LADYSMITH ON THIS THE 26 DAY OF June
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AS WITNESS:

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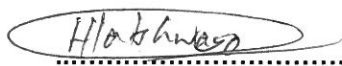
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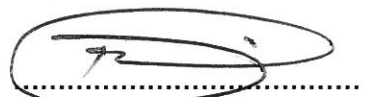

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MR S.N KUNENE
MUNICIPAL MANAGER

SIGNED AT LADYSMITH ON THIS THE 26 DAY OF June
_____ 2019.

AS WITNESS:

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MRS P.H.Z KUBHEKA
CHIEF FINANCIAL OFFICER

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ANNEXURE A: PERFORMANCE PLAN

2017/2020 ANNUAL PERFORMANCE PLAN											
NAME OF MUNICIPALITY: UPHULLA DISTRICT MUNICIPALITY											
RPT: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT											
RPT: 158P OBJECTIVES	INDICATORS	UNIT NO.	4 ANNUAL TARGET	REMARKS	BENEFITS	2018/2019	Q1	Q2	Q3	Q4	Overall
To ensure legally sound financial viability and management	1	Percentage of annual allocation to free basic services by 30/06/2020	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	2	Percentage of annual allocation to free basic services by 30/06/2020	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	3	Percentage of operating budget spent by 30/06/2020	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	4	Percentage of capital budget spent by 30/06/2020	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	5	Percentage of revenue and maintenance spent by 30/06/2020	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	6	Spent on financial viability as a percentage of revenue by 30/06/2020	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	7	Spent on financial viability as a percentage of revenue by 30/06/2020	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	8	Spent on financial viability as a percentage of revenue by 30/06/2020	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	9	Date of approval of 2020/21 budget by 31/05/2020	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	10	Date of submission of creditable financial statements to the Auditor-General by 31/08/2019	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
To improve audit opinion	11	Percentage of financial statements audited by 30/06/2019	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	12	Percentage of audit opinion issued by the Auditor-General addressed by 30/06/2019	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

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ANNEXURE B:

PERSONAL DEVELOPMENT PLAN



ANNEXURE B: Personal Development Plan

APPENDIX B: PERSONAL DEVELOPMENT PLAN

1. KEY TO TERMINOLOGY USED IN TEMPLATE

Terminology	Description
Development Objectives	are objectives that you have identified to enable you to meet the learning and development needs identified at the skills analysis stage
Priority	identifies whether your development objective is: ▪ critical to your current role ▪ beneficial but non-critical to your current role ▪ critical to your progressing in to future role ▪ beneficial but non-critical to progressing in to future role
Activities	can constitute any learning or development activity that will enable you to achieve your development objectives e.g. formal training, on-the-job training, work-shadowing another colleague etc.
Support/Resources	Describe what you need to help you achieve your development objectives. Typically this would involve support from your manager, department or colleague to enable you to undertake a learning or development activity such as allowing you time away from your role or funding from your department.
Target and Actual dates	state when you intend to achieve your development objectives followed by the date you actually achieve them. Data in these columns is particularly useful when you review your PDP as it will enable you to identify any factors that may have prevented you from achieving your development objectives on the target date and build in contingencies to prevent this from occurring in the future.
Review date	states when you will review progress on your Personal Development Plan. Assuming that you undergo the personal development process annually, we recommend that you review your PDP every six months therefore enabling you to: ▪ Assess your progress ▪ Reflect on your learning ▪ Identify whether your development objectives need to be amended ▪ Identify factors that may have prevented you from achieving your development objectives ▪ Build in contingencies to enable you (where possible) to meet your agreed target date in the future

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ANNEXURE B: Personal Development Plan

PERSONAL DEVELOPMENT PLAN

Development Objectives?	Priority High (H) Medium (m) Low (L)	Intervention/ Course Name/Institution	Resources / Support	Target date for achieving my objectives	Actual date of achieving my objectives
Review Date					

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ANNEXURE C:
FINANCIAL
DISCLOSURE

FINANCIAL DISCLOSURE FORM

I, the undersigned (initials and surname) P.H.Z Kubheka of

P.O. Box 10 207

Newcastle, 2940

(Postal address) and

16 B. K. Street

Aving Hill, Newcastle

(Residential address)

Employed as Chief Financial officer at UThukela District Municipality hereby certify that the following information is complete and correct to the best of my knowledge:

1. SHARES AND OTHER FINANCIAL INTERESTS

(Not bank accounts with financial institutions)

Designated employees are required to disclose the following details with regard to shares and other financial interests held in any private or public company or any other corporate entity recognized by law:

- The number, nature and nominal value of shares of any type;
- The nature and value of any other financial interests held in any private or public company or any other corporate entity; and
- The name of that entity.

No	Number of shares/ Nature extent of financial interest	Nominal value	Name of Company or entity
1	N/A		
2			
3			

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DIRECTORSHIPS AND PARTNERSHIPS

Designated employees are required to disclose the following details with regard to directorships and partnerships:

- The name and type of business activity of the corporate entity or partnership/s; and
- The amount of any remuneration received for such directorship or partnership/s.

Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.

Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

No	Name of Corporate entity, partnership or firm	Type of business	Amount of Remuneration or Income
1			
2			
3			
Total			

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REMUNERATED WORK OUTSIDE THE MUNICIPALITY

(As sanctioned by Council)

Designated employees are required to disclose the following details with regard to remunerated work outside the public service:

- The type of work;
- The name and type of business activity of the employer; and
- The amount of the remuneration received for such work.

Remuneration means the receipt of benefits in cash or kind, and work means rendering a service for which the person receives remuneration.

No	Name of Employer	Type of business	Amount of Remuneration or Income
1			
2		N/A	
3			
Total			

Council sanction confirmed:

Signature of Municipal Manager:

Date: 26/06/2019

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CONSULTANCIES AND RETAINER SHIPS

Designated employees are required to disclose the following details with regard to consultancies and retainer ships:

- The nature of the consultancy or retainer ship of any kind;
- The name and type of business activity, of the client concerned; and
- The value of any benefits received for such consultancy or retainer ships.

No	Name of client	Nature	Type of business activity	Value of benefits received
1				
2				
3				
Total				

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SPONSORSHIPS

Designated employees are required to disclose the following details with regard to sponsorships:

- The source of the sponsorship;
- The description of the sponsorship; and
- The value of the sponsorship.

No	Source of sponsorship	Description of sponsorship	Value of sponsorship
1		N/A	
2			
3			
Total			

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GIFTS AND HOSPITALITY FROM A SOURCE OTHER THAN A FAMILY MEMBER

Designated employees are required to disclose the following details with regard to gifts and hospitality:

- A description and the value and source of a gift with a value in excess of R350.00;
- A description and the value of gifts from a single source which cumulatively exceed the value of R350.00 in the relevant 12 month period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantages that they received from any source e.g. any discount prices or rates that are not available to the general public.

All personal gifts within the family and hospitality of a traditional or cultural nature need not be disclosed.

No	Description	Source	Value
1	N/A		
2			
3			
Total			

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LAND AND PROPERTY

Designated employees are required to disclose the following details with regard to their ownership and other interests in land and property (residential or otherwise both inside and outside the Republic):

- A description of the land or property;
- The extent of the land or property;
- The area in which it is situated

No	Description	Extent	Area	Value
1				
2				
3				
Total				



SIGNATURE OF EMPLOYEE

DATE: 26/06/2019

PLACE: LADYSMITA

CONFIDENTIAL

OATH/AFFIRMATION

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:

(i) Do you know and understand the contents of the declaration?

Answer Yes

(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer No

(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer Yes

I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

[Signature]

Commissioner of Oath / Justice of the Peace

Full first names and surname: RICHARD DLAMINI (Block letters)

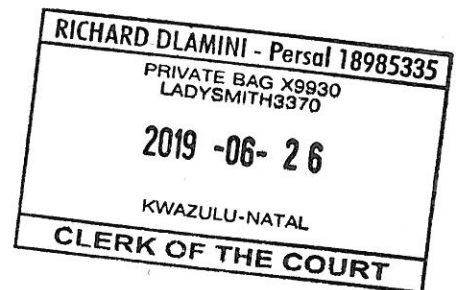
Employee ID (rank): Admission Clerk Ex Officio

Republic of South Africa

Street address of institution: 16 Keate Street

Ladysmith, 3320

Date: 26 June 2019



Place: Locksmith