## **Buffalo City Metropolitan Municipality**

## **Performance Agreement**

# ACTING HEAD OF DIRECTORATE: SPORT, RECREATION AND COMMUNITY DEVELOPMENT SERVICES



2022/2023

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#### PERFORMANCE AGREEMENT

#### MADE AND ENTERED INTO BY AND BETWEEN:

#### MR NCEBA NCUNYANA

In his capacity as Acting City Manager of the Buffalo City Metropolitan Municipality

**AND** 

#### MR HOWARD SIKWEZA

In his capacity as

Acting Head of Directorate: Sport, Recreation and Community Development

FOR THE

FINANCIAL YEAR: 1 JULY 2022 - 30 JUNE 2023

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#### PERFORMANCE AGREEMENT

#### **ENTERED INTO BY AND BETWEEN:**

Mr Nceba Ncunyana in his capacity as Acting City Manager (hereinafter referred to as the Employer)

And

Mr Howard Sikweza, in his capacity as Acting Head of Directorate: Sport, Recreation and Community Development an Employee of the Buffalo City Metropolitan Municipality (hereinafter referred to as the Employee).

#### WHEREBY IT IS AGREED AS FOLLOWS:

#### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

- The Employer has entered into a contract of employment with the 1.1. Employee. The Employer and the Employee are hereinafter referred to as "the Parties "
- Section 57(1) (b) of the Systems Act, requires the parties to 1.2. conclude an annual Performance Agreement.
- The parties wish to ensure that they are clear about the goals to be 1.3. 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 –

- Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the 2.1. Systems Act:
- 2.2. Specify objectives and targets established for the Employee and 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;
- Monitor and measure performance against set targeted outputs; 2.4.

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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 the position:
- 2.6. 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 1 July 2022 and will remain in force until a new official appointment is made or another incumbent is appointed to act whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between 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 employment for any reason or period of acting as the case may be.
- 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 -
- 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

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- Integrated Development Plan, the Service Delivery and Budget Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.
- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. 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 hereby agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the Strategic Outcomes (SO's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 5.2 The Employee hereby accepts that the purpose of the performance management system is 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 hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

#### 6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The criteria upon which the performance of the Employee is assessed consists of two components, both of which are contained in this Performance Agreement.
- 6.1.1 The Employee will be assessed against both components, with a weighting of 80 allocated to the Strategic Outcomes (SO's) and 20 to Core Competency Requirements (CCR's).
- 6.1.2 Each area of assessment will be weighted and contribute a specific value to the total score.
- 6.1.3 SO's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.

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6.2 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (performance indicators) identified in the Performance Plan (Annexure A), which are linked to the SO's, and constitute 80% of the overall assessment result in accordance with the weightings agreed to between the Employer and the Employee and set out hereunder:

MGDS/IDP/SDBIP Strategic Outcomes (SO's)	Weighting
An innovative and productive city	60%
A green city	10%
A connected city	%
A spatially transformed city	30%
A well governed city	0%
Total	100%

#### 6.3. Core Competency Requirements (CCR's) which are weighted at 20%

The CCRs which are deemed most critical to the employee's specific function have been prescribed by the Municipal Regulations of 2014 which are applicable to Senior Managers. There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. Will be selected from a list and agreed upon with the employer, with consideration for proficiency levels as agreed between the two parties. Weights will further be assigned to the CCRs selected. This refers to a separate component dealing with competency and expected behaviour

Table 1: Core Competency Requirements from Regulations (2014)

	COMPETENCY FRAME	WORK FOR SE	NIOR MANAG	ERS	
LEA	DING COMPETENCIES	Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Strategic Direction and Leadership	<ul> <li>Impact and Influence</li> <li>Institutional         Performance         Management</li> <li>Strategic Planning and         Management</li> <li>Organisational         Awareness</li> </ul>	Basic Competent Advanced Superior	12%		
People Management	<ul> <li>Human Capital Planning and Development</li> <li>Diversity Management</li> <li>Employee Relations Management</li> <li>Negotiation and Dispute</li> </ul>	Basic Competent Advanced	12%		

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	Management	Superior			
	<ul> <li>Program and Project</li> </ul>	Basic			
	Planning and	Competent			
	Implementation	Advanced			
Programme	<ul> <li>Service Delivery</li> </ul>	Superior			
and Project Management	Management Program ad Project Monitoring and Evaluation		12%		
	Budget Planning and	Basic			
	Execution	Competent			
Financial	<ul> <li>Financial Strategy and</li> </ul>	Advanced			1
Management	Delivery Financial Reporting and Monitoring	Superior	10%		
	<ul> <li>Change Vision and</li> </ul>	Basic			
	Strategy	Competent		Í.	
01	<ul> <li>Process Design and</li> </ul>	Advanced			
Change Leadership	<ul><li>Improvement</li><li>Change Impact</li><li>Monitoring and</li><li>Evaluation</li></ul>	Superior	9%		
	Policy Formulation	Basic			
C	<ul> <li>Risk and Compliance</li> </ul>	Competent			
Governance	Management	Advanced	9%		
Leadership	<ul><li>Cooperative Governance</li></ul>	Superior			
	CORE	COMPETENCIES	3:		
		Achievement	Weight	HOD's	CM's Score
		Levels		Achievement Level	Level
Moral Compete	nce	Basic	6%		
		Competent		*	-
		Advanced			
Dianning and O	raaniaina	Superior	00/	-	
Planning and O	rganising	Basic	6%		ľ
		Competent Advanced			
		Superior			
Analysis and Inc	novation	Basic	6%		
analysis and in	IOVACION		0 76		
		Linmatent			
		Competent			
		Advanced			
(nowledge and	Information Management	Advanced Superior	6%		
Knowledge and	Information Management	Advanced Superior Basic	6%		
Knowledge and	Information Management	Advanced Superior	6%		
Knowledge and	Information Management	Advanced Superior Basic Competent	6%		
	_	Advanced Superior Basic Competent Advanced	6%		
_	_	Advanced Superior Basic Competent Advanced Superior			
	_	Advanced Superior Basic Competent Advanced Superior Basic			
Communication		Advanced Superior Basic Competent Advanced Superior Basic Competent			
Communication Results and Qua		Advanced Superior Basic Competent Advanced Superior Basic Competent Advanced			
Communication		Advanced Superior Basic Competent Advanced Superior Basic Competent Advanced Superior	6%		

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	Superior		
Total		100%	

#### 6.4. Achievement Level Descriptions

The achievement levels indicated in the table below serve as a guide for the assessment of CCR's:

Achievement Levels	Rating	Description
Basic	2	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
Competent	3	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced	4	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses
Superior	5	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

#### 7 EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) attached to this Agreement sets out-
  - 7.1.1 the standards and procedures for evaluating the Employee's performance; and
  - 7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.
- 7.2 Notwithstanding the agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any reasonable time, while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.
- 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.

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#### 7.5 The annual performance appraisal will involve:

- 7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;
- (a) Each Strategic Outcome (SO) will 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 Strategic Outcome.
- (b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

#### 7.5.2. Assessment of the CCR's

- (a) Each CCR's will be assessed according to the extent to which the specified standards have been met.
- (b) Achievement levels on paragraph **6.4 above** will be used to score each CCR.
- (c) Based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final CCR's score.

#### 7.5.3. An overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6. The assessment of the Employee will be based on the following rating scale for Strategic Outcomes (SO's):

Lovel	Terminology	Description	Ra	atir	ng		
Level Terminology	Description	1	2	3	4	5	
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.					

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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.	

- 7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-
  - 7.1. Municipal Manager
  - 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 7.3. Ward Committee member (on a rotational basis), where applicable;
  - 7.4. A member of the Mayoral Committee; and
  - 7.5. A Municipal Manager from another municipality.

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#### 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1. The performance of the Employee will be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter :

July - September 2022 (October 2022)

Second quarter

October - December 2022 (January 2023) January - March 2023 (April 2023)

Third quarter Fourth quarter

April – June 2023 (July 2023)

- 8.2. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.
- 8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.
- 8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

#### 9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) addressing development gaps is attached as Annexure "B"

#### 10. OBLIGATIONS OF THE EMPLOYER

- 10.1. The Employer shall and agrees to -
- 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 or her to meet the performance objectives and targets established in this Agreement;

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and

10.1.5. Make available to the Employee such resources as the Employee may reasonably require from time to time to meet the performance objectives and targets established in this Agreement.

#### 11. CONSULTATION

- 11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others,
  - 11.1.1. A direct impact 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 impact on the Employee or on the budget under the control of the Employee.
- 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 between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.
- 12.4. In the case of unacceptable performance, the Employer shall-
- 12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 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 /

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her duties.

#### 13. DISPUTE RESOLUTION

- 13.1 **Any** disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –
- 13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee: or
- 13.1.2. Any other person appointed by the Executive Mayor.
- 13.6. 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 (Performance Plan) will be made 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 / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at East London on the 28 day of June 2022.

**AS WITNESSES:** 

1 SECONDA

loward Sikweza (Employee)

2.

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Thus done and signed at East London on the 28 day of June 2022.

AS V	WITNESSES:	
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••	***************************************	
	No	eba Ncunyana (Acting City Manager

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КГА28	KFA29	KFA15	KFA 8	КГАЭ	KFA4	
STC13	STC 3	8 GC 10	8 IPC 21		A4 IPC13	3.11
Number of Parks Depots upgraded	Number of cemetaries upgraded	Number of Community Parke Upgraded	Number of sport development programmes supported	HS Number of sports 3.4/IPC12 facilities upgraded	Number of Aquarium facilities upgraded	3.1/IPC14 upgraded
Upgrading of 2 Parks A Depots	Development and Upgrading of Cemeteries	Upgrading and Development of Community Parks	Ain	sports facilities upgraded	Refurbishme nt of Aquarium	Zoo Facilities
f 2 (NU6 Mdantsane & Berlin)	Development 6 (Cambridge, and Fort Jackson, Upgrading of Zwelitsha, Cemetories Phakamisa, Haven Hills and Cambridge Crematorium)	2 (Coastal - Ward t 45 Midland - Ward 3)	3 (Coachi Sessions)	3 (Wesbank sportsfield,Bunk ers Hill softball stadium, Selborne Tennis complex	me 1 (live animal exhibit)	Refurbishment of Zoo Visitor Facilities: Thatching refurbishment
2 (NU6 Mdantsane & Berlin)	5 (Gambridge, Buffalo Flats, Luffza, Fort Jackson & Maclean Town)	0 (Wards 3, 14, 32, 34, 44 & 45)	(Coaching 3 (Sports Development courses)	2 (Bunkerhill unk Sportsfield, all Philip Kahts Stadium)	al 1 (refurbish live animal exhibit)	tor
WA	2 (Buffalo Flats & Lujiza)	) N/A	1 (Sport Courses)	rhill 1 (Bunkers Id, Hill hts sportsfield)	h live N/A	N/A
NA .	Copies of Involces & completion certificates	NIA	Photos, Invoices and attendance register	Photos and Invoices	N/A	N/A
1 (NUG Mdantsane)	4 Copies of Copies of Involves & Completion Macken & Completion Macken Completion (Macken)	2 (Wards 44 & Copies of 45)  2 (Wards 44 & Copies of 465)  completion certificates 32)	2 (1) (Sport Courses)	2 (1) (Philip Kahts Stadium)	N/A	N/A
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Copies of Invoices & Completion certificates	Copies of involces & completion certificates	Coptes of invoices & completion certificates	Photos, involces, and attendance register	NIA	nal involces, photos, completion	
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970 000	6 400 000			3 000 000	100 000	400 000

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ACTING CITY MANAGER: MR N. NCUNYAND KPA28 STC 50 Number of Resorts Upgraded 25/06/20/20 Upgrading of 1 Nahoon 2 (Gonuble Resorts Caravan Park Resort and Nahoon Caravan Park) N/A NIA 1 ( Nahoon Photos and Caravan Park) Invoices N/A N/A 1 (Gonuble Resort) Photos and N/A Invoices 1 000 000 N/A 1 600 000 2 600 000

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### **Buffalo City Metropolitan Municipality**

## **Performance Agreement**

## HEAD OF DIRECTORATE: HUMAN SETTLEMENTS



2022/2023

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#### PERFORMANCE AGREEMENT

#### MADE AND ENTERED INTO BY AND BETWEEN:

#### MR NCEBA NCUNYANA

In his capacity as Acting City Manager of the Buffalo City Metropolitan Municipality

#### AND

#### MR LUYANDA MBULA

In his capacity as

**Head of Directorate: Human Settlements** 

FOR THE

FINANCIAL YEAR: 1 JULY 2022 - 30 JUNE 2023

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#### PERFORMANCE AGREEMENT

#### ENTERED INTO BY AND BETWEEN:

Mr Nceba Ncunyana in his capacity as Acting City Manager (hereinafter referred to as the Employer)

And

**Mr Luyanda Mbula,** in his capacity as Head of Directorate: Human Settlements an Employee of the Buffalo City Metropolitan Municipality (hereinafter referred to as the Employee).

#### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

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- 1.2. Section 57(1) (b) of the Systems Act, requires the parties to conclude an annual Performance Agreement.
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- 2.1. Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act;
- 2.2. Specify objectives and targets established for the Employee and 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;
- 2.5. Use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance

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- expectations applicable to the position;
- 2.6. 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 1 July 2022 and will remain in force until the 30 June 2023.
- 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 employment for any reason or period of acting as the case may be.
- 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 -
- 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, the Service Delivery and Budget Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.

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- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. 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 hereby agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the Strategic Outcomes (SO's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 5.2 The Employee hereby accepts that the purpose of the performance management system is 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 hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

#### 6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The criteria upon which the performance of the Employee is assessed consists of two components, both of which are contained in this Performance Agreement.
- 6.1.1 The Employee will be assessed against both components, with a weighting of 80 allocated to the Strategic Outcomes (SO's) and 20 to Core Competency Requirements (CCR's).
- 6.1.2 Each area of assessment will be weighted and contribute a specific value to the total score.
- 6.1.3 SO's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.
- 6.2 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (performance indicators) identified in the

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Performance Plan (Annexure A), which are linked to the SO's, and constitute 80% of the overall assessment result in accordance with the weightings agreed to between the Employer and the Employee and set out hereunder:

MGDS/IDP/SDBIP Strategic Outcomes (SO's)	Weighting
An innovative and productive city	16%
A green city	0%
A connected city	0%
A spatially transformed city	50%
A well governed city	34%
Total	100%

#### 6.3. Core Competency Requirements (CCR's) which are weighted at 20%

The CCRs which are deemed most critical to the employee's specific function have been prescribed by the Municipal Regulations of 2014 which are applicable to Senior Managers. There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. Will be selected from a list and agreed upon with the employer, with consideration for proficiency levels as agreed between the two parties. Weights will further be assigned to the CCRs selected. This refers to a separate component dealing with competency and expected behaviour

Table 1: Core Competency Requirements from Regulations (2014)

LEADII	NG COMPETENCIES	Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Strategic Direction and Leadership	<ul> <li>Impact and Influence</li> <li>Institutional</li> <li>Performance</li> <li>Management</li> <li>Strategic Planning</li> <li>and Management</li> <li>Organisational</li> <li>Awareness</li> </ul>	Basic Competent Advanced Superior	12 %		
	<ul> <li>Human Capital</li> <li>Planning and</li> <li>Development</li> <li>Diversity</li> </ul>	Basic Competent			
People Management	Management  Employee Relations	Advanced	12%		
	Management  Negotiation and Dispute Management	Superior			

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	Planning and	Competent	-		
	Planning and Implementation	Competent Advanced	-		
Programme and	Service Delivery	Superior			
Project Management	Management	Superior	12%		
	<ul> <li>Program ad Project</li> </ul>				
	Monitoring and				
	Evaluation				1
	Dudget Diegelegen	Di-			
	<ul> <li>Budget Planning and Execution</li> </ul>	Basic			
	■ Financial Strategy	Competent Advanced			
Financial	and Delivery	Superior	10%		
Management	■ Financial Reporting	Superior	1070		
	and Monitoring				
	<ul> <li>Change Vision and</li> </ul>	Basic			
	Strategy	Competent			
	■ Process Design and	Advanced			
Change	Improvement	Superior	00/		
Leadership	<ul> <li>Change Impact</li> </ul>		9%		
(50)	Monitoring and				
	Evaluation				
	■ Policy Formulation	Basic			
	Risk and Compliance	Competent			
Governance	Management	Advanced			
Leadership	■ Cooperative	Superior	9%		
	Governance	Cuperior			
	CORE C	OMPETENCIES			
		Achievement	Weight	HOD's	CM's Score
		Levels	(%)	Achievement	Level
Moral Competence	e	Basic	6%	Level	
siai sompetero		Competent	0 /0		
		Advanced			
		Superior			
Planning and Orga	anising	Basic	6%		
0 0	o a a a a a a a a a a a a a a a a a a a	Competent			
		Advanced			
		Superior			
Analysis and Innov	vation	Basic	6%		
		Competent			
		Advanced			
		Superior			
Cnowledge and Int	formation Management	Basic	6%		
		Competent			
		Advanced			
Dammer alle a ()		Superior	00/		
Communication		Basic	6%		
		Competent			
		Advanced			
Populte and Outlie	y foous	Superior Basic	6%		
Results and Qualit	y locus	Competent	0%	-	
	ŀ	Advanced			
		Superior			
	· ·	Superior			SG U
Performar	nce Agreement 2022/2023:	Mr L. Mbula		LN	SG St

Program and Project

Basic

Total	100%	

#### 6.4. Achievement Level Descriptions

The achievement levels indicated in the table below serve as a guide for the assessment of CCR's:

Achievement Levels	Rating	Description
Basic	2	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
Competent	3	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced	4	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses
Superior	5	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

#### 7 EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) attached to this Agreement sets out-
  - 7.1.1 the standards and procedures for evaluating the Employee's performance; and
  - 7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.
- 7.2 Notwithstanding the agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any reasonable time, while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.
- 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:

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- 7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;
- (a) Each Strategic Outcome (SO) will 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 Strategic Outcome.
- (b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

#### 7.5.2. Assessment of the CCR's

- (a) Each CCR's will be assessed according to the extent to which the specified standards have been met.
- (b) Achievement levels on paragraph **6.4 above** will be used to score each CCR.
- (c) Based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final CCR's score.

#### 7.5.3. An overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6. The assessment of the Employee will be based on the following rating scale for Strategic Outcomes (SO's):

Level	Terminology	Description	Rating						
revei	reminology	Description	1	2	3	4	5		
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.							

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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.	

- 7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-
  - 7.1. Municipal Manager
  - 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 7.3. Ward Committee member (on a rotational basis), where applicable;
  - 7.4. A member of the Mayoral Committee; and
  - 7.5. A Municipal Manager from another municipality.

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#### 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1. The performance of the Employee will be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter : Second quarter : Third quarter : Fourth quarter : First quarter

July - September 2022 (October 2022) October - December 2022 (January 2023)

January - March 2023 (April 2023)

April – June 2023 (July 2023)

- 8.2. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.
- 8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.
- 8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

#### 9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) addressing development gaps is attached as Annexure "B".

#### 10. OBLIGATIONS OF THE EMPLOYER

- 10.1. The Employer shall and agrees to -
- 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 or her to meet the performance objectives and targets established in this Agreement; and

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10.1.5. Make available to the Employee such resources as the Employee may reasonably require from time to time to meet the performance objectives and targets established in this Agreement.

#### 11. CONSULTATION

- 11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others,
  - 11.1.1. A direct impact 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 impact on the Employee or on the budget under the control of the Employee.
- 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 between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.
- 12.4. In the case of unacceptable performance, the Employer shall-
- 12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.4.2. 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 / her duties.

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#### 13. DISPUTE RESOLUTION

- 13.1 **Any** disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –
- 13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2. Any other person appointed by the Executive Mayor.
- 13.6. 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 (Performance Plan) will be made 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 / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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AS WITNESSES:

1. Liquida

Luyanda Mbula (Employee)

2. Thus done and signed at East London on the 2% day of June 2022.

AS WITNESSES:

1. Nceba Ncunyana (Acting City Manager)

Thus done and signed at East London on the <u>R8</u> day of June 2022.

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## **Buffalo City Metropolitan Municipality**

## **Performance Agreement**

## HEAD OF DIRECTORATE: CORPORATE SERVICES



2022/2023

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#### PERFORMANCE AGREEMENT

#### MADE AND ENTERED INTO BY AND BETWEEN:

#### MR NCEBA NCUNYANA

In his capacity as Acting City Manager of the Buffalo City Metropolitan Municipality

#### AND

#### MR APPANA SORRIAH NAIDOO

In his capacity as Head of Directorate Corporate Services

FOR THE

**FINANCIAL YEAR 1 JULY 2022 – 30 JUNE 2023** 

L.M SG NN AG 275

Performance Agreement 2022/2023: Mr A.S. Naidoo

#### PERFORMANCE AGREEMENT

#### **ENTERED INTO BY AND BETWEEN:**

Mr Nceba Ncunyana in his capacity as Acting City Manager (hereinafter referred to as the Employer)

and

**Mr Appana Sorriah Naidoo**, in his capacity as Head of Directorate: Corporate Services an Employee of the Buffalo City Metropolitan Municipality (hereinafter referred to as the Employee).

#### WHEREBY IT IS AGREED AS FOLLOWS:

#### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

- 1.1. The Employer has entered into a contract of employment with the Employee. The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, 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;
- 2.2. Specify objectives and targets established for the Employee and 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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Performance Agreement 2022/2023: Mr A.S. Naidoo

- 2.5. Use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to the position;
- 2.6. 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

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- 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.
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- 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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- 4.1. 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, the Service Delivery and Budget

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- Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.
- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. the relative importance of the key objectives to each other.
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### 6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The criteria upon which the performance of the Employee is assessed consists of two components, both of which are contained in this Performance Agreement.
- 6.1.1 The Employee will be assessed against both components, with a weighting of 80 allocated to the Strategic Outcomes (SO's) and 20 to Core Competency Requirements (CCR's).
- 6.1.2 Each area of assessment will be weighted and contribute a specific value to the total score.
- 6.1.3 SO's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.

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6.2 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (performance indicators) identified in the Performance Plan (Annexure A), which are linked to the SO's, and constitute 80% of the overall assessment result in accordance with the weightings agreed to between the Employer and the Employee and set out hereunder:

MGDS/IDP/SDBIP Strategic Outcomes (SO's)	Weighting
An innovative and productive city	0%
A green city	0%
A connected city	36%
A spatially transformed city	0%
A well governed city	64%
Total	100%

## 6.3. Core Competency Requirements (CCR's) which are weighted at 20%

The CCRs which are deemed most critical to the employee's specific function have been prescribed by the Municipal Regulations of 2014 which are applicable to Senior Managers. There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. Will be selected from a list and agreed upon with the employer, with consideration for proficiency levels as agreed between the two parties. Weights will further be assigned to the CCRs selected. This refers to a separate component dealing with competency and expected behaviour

Table 1: Core Competency Requirements from Regulations (2014)

	COMPETENCY FRAME	<b>WORK FOR SE</b>	NIOR MANA	AGERS	
LEAD	ING COMPETENCIES	Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Strategic Direction and Leadership	<ul> <li>Impact and Influence</li> <li>Institutional</li> <li>Performance</li> <li>Management</li> <li>Strategic Planning and</li> <li>Management</li> <li>Organisational</li> <li>Awareness</li> </ul>	Basic Competent Advanced Superior	12%		
People Management	<ul> <li>Human Capital         Planning and         Development         Diversity Management         Employee Relations         Management         Negotiation and         Dispute Management     </li> </ul>	Basic Competent Advanced Superior	12%		1

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	■ Program and Project	Basic			
	<ul> <li>Program and Project</li> <li>Planning and</li> </ul>	Competent	+		
Programme and Project Management	Implementation	Advanced	-		
	Service Delivery	Superior	-		
	Management	Superior	12%		
	<ul> <li>Program ad Project</li> </ul>		,,		
	Monitoring and				
	Evaluation				
	<ul> <li>Budget Planning and</li> </ul>	Basic			
	Execution	Competent			
Financial	<ul> <li>Financial Strategy and</li> </ul>	Advanced			
Management	Delivery	Superior	10%		
management	<ul> <li>Financial Reporting</li> </ul>				
	and Monitoring				
	- Characa Vision and	Desir			
	<ul> <li>Change Vision and</li> </ul>	Basic	-		
	Strategy Process Design and	Competent	-		
Change	Improvement	Advanced	-		
Leadership	Change Impact	Superior	9%		
Leadership	Monitoring and				
	Evaluation				
	Evaluation				
	<ul> <li>Policy Formulation</li> </ul>	Basic			
	Risk and Compliance	Competent			
Governance	Management	Advanced	201		
Leadership	<ul> <li>Cooperative</li> </ul>	Superior	9%		
-	Governance				
					1
	CORE	COMPETENCIES		HODY	
	CORE	Achievement	S: Weight	HOD's	CM's Score
	CORE			Achievement	CM's Score Level
Moral Compoton		Achievement Levels	Weight		1
Moral Competen		Achievement Levels Basic		Achievement	1
Moral Competen		Achievement Levels  Basic  Competent	Weight	Achievement	1
Moral Competen		Achievement Levels  Basic Competent Advanced	Weight	Achievement	1
	ice	Achievement Levels  Basic  Competent  Advanced  Superior	Weight 6%	Achievement	1
	ice	Achievement Levels  Basic  Competent  Advanced  Superior  Basic	Weight	Achievement	1
	ice	Achievement Levels  Basic Competent Advanced Superior Basic Competent	Weight 6%	Achievement	1
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Planning and Or	ganising	Achievement Levels  Basic Competent Advanced Superior Basic Competent Advanced Superior	Weight 6%	Achievement	1
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Planning and Or	ganising	Achievement Levels  Basic Competent Advanced Superior Basic Competent Advanced Superior Basic Competent Advanced Competent Advanced Advanced	Weight 6%	Achievement	1
Planning and Or Analysis and Inn	ganising	Achievement Levels  Basic Competent Advanced Superior Basic Competent Advanced Superior Basic Competent Advanced Superior Basic Competent Advanced Superior	Weight 6% 6%	Achievement	1
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Planning and Or Analysis and Inn	ganising	Achievement Levels  Basic Competent Advanced Superior Basic Competent Advanced Superior Basic Competent Advanced Superior Basic Competent Advanced Superior Advanced Superior Competent Competent Advanced	Weight 6% 6%	Achievement	1
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Planning and On Analysis and Inn Knowledge and I	ganising ovation nformation Management	Achievement Levels  Basic Competent Advanced Superior	6% 6% 6%	Achievement	1
Planning and On Analysis and Inn Knowledge and I	ganising ovation nformation Management	Achievement Levels  Basic Competent Advanced Superior Basic	Weight 6% 6%	Achievement	1
Planning and Or Analysis and Inn	ganising ovation nformation Management	Achievement Levels  Basic Competent Advanced Superior	6% 6% 6%	Achievement	1

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Total	100%	1

#### 6.4. Achievement Level Descriptions

The achievement levels indicated in the table below serve as a guide for the assessment of CCR's:

Achievement Levels	Rating	Description						
Basic	2	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention						
Competent	3	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses						
Advanced	4	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses						
Superior	5	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods						

#### 7 EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) attached to this Agreement sets out-
  - 7.1.1 the standards and procedures for evaluating the Employee's performance; and
  - 7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.
- 7.2 Notwithstanding the agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any reasonable time, while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's

#### 7.5. The annual performance appraisal will involve:

- 7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;
- (a) Each Strategic Outcome (SO) will 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 Strategic Outcome.
- (b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

#### 7.5.2. Assessment of the CCR's

- (a) Each CCR's will be assessed according to the extent to which the specified standards have been met.
- (b) Achievement levels on paragraph **6.4 above** will be used to score each CCR.
- (c) Based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final CCR's score.

#### 7.5.3. An overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6. The assessment of the Employee will be based on the following rating scale for Strategic Outcomes (SO's):

Level Terminology	Description	Ra	atin	g			
LOVO	Terminology	Description	1	2	3	4	5
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.					

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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.	

- 7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-
  - 7.1. Municipal Manager
  - 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 7.3. Ward Committee member (on a rotational basis), where applicable;
  - 7.4. A member of the Mayoral Committee; and
  - 7.5. A Municipal Manager from another municipality.

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#### 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1. The performance of the Employee will be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter

July - September 2022 (October 2022)

Second quarter

October - December 2022 (January 2023)

Third quarter

January - March 2023 (April 2023)

Fourth quarter

April – June 2023 (July 2023)

- 8.2. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.
- 8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.
- 8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

#### 9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) addressing development gaps is attached as Annexure "B".

#### 10. OBLIGATIONS OF THE EMPLOYER

- 10.1. The Employer shall and agrees to -
- 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 or her to meet the performance objectives and targets established in this Agreement;

Performance Agreement 2022/2023: Mr A.S. Naidoo

SGRS NH CMAG 11 10.1.5. Make available to the Employee such resources as the Employee may reasonably require from time to time to meet the performance objectives and targets established in this Agreement.

#### 11. CONSULTATION

- 11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others,
  - 11.1.1. A direct impact 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 impact on the Employee or on the budget under the control of the Employee.
- 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 between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.
- 12.4. In the case of unacceptable performance, the Employer shall-
- 12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.4.2. 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 /

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her duties.

#### 13. DISPUTE RESOLUTION

- 13.1 **Any** disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –
- 13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2. Any other person appointed by the Executive Mayor.
- 13.6. 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 (Performance Plan) will be made 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 / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at East London on the\_\_\_\_ day of June 2022.

#### **AS WITNESSES:**

1. SEWAYD

Appana Sorriah Naidoo (Employee)

2.

Thus done and signed at East London on the day of June 2022.

**AS WITNESSES:** 

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	Nceba Ncunyana (Acting City Manager)

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Lattornals	Number of people from employment equity target groups (families) employed in the 3 highest levels of management	Quartefy slary bill of suspended officials	Number of agenda tems deferred to the next council meeting	4	Percentage of vacant I posts filled within 3 f months	Number of individuals connected to apprenticeships and learnerships through interventions	Staff vacancy rate	municipality's budget actual spent on implementing its workplace skills plan.
	Implementation of 3 Employment (fit Equity Plan mi	22.00	WA	Finalisation of all outsianding suspensions that are longer 3 months	Illing of vacant unded posts vithin 3 months	Skilla Development (40 Learners for unamployed local youth	Filling of vacant funded posts	Development
	3 (females) employed in the 3 highest levels of management	(Quarterly saley bill of suspended officials must not second 515, 000, 000,00 per quarter)	3 (Must not exceed 3 3 (Must not exceed 3 3 (Must not exceed agenda leans deferred to agenda leans the next Council meeting deferred to the next deferred to the per quarter)  Council meeting per next Council quarter)  quarter)	હ	50%	40 Learners	8%	
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800	NIA	R10,000,000.0 (Quarties) salary bill of control con	Council Minutes	Suspension stats	Appointment	Payday printout	Staff Complement and Vacant funded posts reports	
	(female) employed a first to 3 highest levels of management	Copy of Suspended officials statistics and Copy of separative report reflecting quarterly statury bill of suspendod officials suspended officials	(Must not exceed a genta terms of the next Council meeting per quarter)	20 (suspensions longer than 3 months not to oxceed 20 per quarter)	(50% of all vacant Appointment funded post where letters the recultment process has been initiated)	20 learners	10%	training budget
	Letter of appointment	R10,000,000.00 (Quarterly salary hill of susponded officials must not soceed R10,000, 000,00 per quarter)	Council Minutes	Suspension	Appointment letters	Payday print	Staff Complement and Vacant funded posts reports	
	(female) amployed in the 3 highest levels of management	Copy of Suspended officials statistics and Copy of expenditure opport effecting quarterly salery bill of auspended officials	3 (Must not exceed 3 agenda ltems deferred to the next Council meeting per quarter)	20 (suspensions longer than 3 months not to exceed 20 per quarter)	(55% of all vacant funded post where the recruitment process has been initiated)	Payday printout 40 learmers	10%	budget
	Letter of Appointment	R14,000,000.00 (Quartory) salary bill of suspended officials must not exceed not exceed per R40,000,000,000.00 per quartor)	Minutes	Suspension Stats	nd Appointment at letters	payday	Staff Complement and Vacant funded posts reports	,
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Comme	Letter of Appointment		Council Minutes	Suspension stats	d Appointmen it letters	payday printout	Staff Complement and Vacant funded posts reports	allocated training budget
	NIA	Operational Cost	NIA	Suspension Operational Cost Sperational Cost stats	t Staff Cost	Operational Cost	Staff Cost	Operational Cost
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28/49	A NAM	Operational Cost O	N		Staff Cost 5	Operational Cost	Staff Cost	Operational Cost
122	•	Operational Cost	NA	Operational Cost	Staff Cost	Operational Cost	Staff Cost	Operational Cost

# **Buffalo City Metropolitan Municipality**

# **Performance Agreement**

# HEAD OF DIRECTORATE: EXECUTIVE SUPPORT SERVICES



2022/2023

Performance Agreement 2022/2023: Ms N. Sidukwana

# PERFORMANCE AGREEMENT

# MADE AND ENTERED INTO BY AND BETWEEN:

# MR NCEBA NCUNYANA

In his capacity as Acting City Manager of the Buffalo City Metropolitan Municipality

#### AND

# MS NCUMISA SIDUKWANA

In her capacity as Head of Directorate: Executive Support Services

FOR THE

**FINANCIAL YEAR 1 JULY 2022 – 30 JUNE 2023** 

#### PERFORMANCE AGREEMENT

#### **ENTERED INTO BY AND BETWEEN:**

Mr Nceba Ncunyana in his capacity as Acting City Manager (hereinafter referred to as the Employer)

and

**Ms Ncumisa Sidukwana**, in her capacity as Head of Directorate: Executive Support Services an Employee of the Buffalo City Metropolitan 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. The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, 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;
- 2.2. Specify objectives and targets established for the Employee and 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;
- 2.5. Use the Performance Agreement and Performance Plan as the basis

- for assessing whether the Employee has met the performance expectations applicable to the position;
- 2.6. 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 1 July 2022 and will remain in force until the 30 June 2023.
- 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 employment for any reason or period of acting as the case may be.
- 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 -
- 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, the Service Delivery and Budget Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.

- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. 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 hereby agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the Strategic Outcomes (SO's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 5.2 The Employee hereby accepts that the purpose of the performance management system is 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 hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

#### 6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The criteria upon which the performance of the Employee is assessed consists of two components, both of which are contained in this Performance Agreement.
- 6.1.1 The Employee will be assessed against both components, with a weighting of 80 allocated to the Strategic Outcomes (SO's) and 20 to Core Competency Requirements (CCR's).
- 6.1.2 Each area of assessment will be weighted and contribute a specific value to the total score.
- 6.1.3 SO's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.
- 6.2 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (performance indicators) identified in the

Performance Plan (Annexure A), which are linked to the SO's, and constitute 80% of the overall assessment result in accordance with the weightings agreed to between the Employer and the Employee and set out hereunder:

MGDS/IDP/SDBIP Strategic Outcomes (SO's)	Weighting
An innovative and productive city	33%
A green city	0%
A connected city	0%
A spatially transformed city	0%
A well governed city	67%
Total	100%

#### 6.3. Core Competency Requirements (CCR's) which are weighted at 20%

The CCRs which are deemed most critical to the employee's specific function have been prescribed by the Municipal Regulations of 2014 which are applicable to Senior Managers. There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. Will be selected from a list and agreed upon with the employer, with consideration for proficiency levels as agreed between the two parties. Weights will further be assigned to the CCRs selected. This refers to a separate component dealing with competency and expected behaviour

Table 1: Core Competency Requirements from Regulations (2014)

	COMPETENCY FRAME	<b>WORK FOR SE</b>	NIOR MAN	AGERS	
LEADI	NG COMPETENCIES	Achievement Levels	Weight	HOD's	CM's Score
LEADI	NG COMPETENCIES	Levels	(%)	Achievement Level	Level
Strategic Direction and Leadership	<ul> <li>Impact and Influence</li> <li>Institutional         Performance         Management         Strategic Planning         and Management     </li> <li>Organisational</li> <li>Awareness</li> </ul>	Basic Competent Advanced Superior	12%		
	<ul><li>Human Capital</li><li>Planning and</li><li>Development</li><li>Diversity</li></ul>	Basic Competent			
People Management	Management	Advanced	12%		
Management		Superior			

	<ul> <li>Program and Project</li> </ul>	Basic			
	Planning and	Competent			
	Implementation	Advanced			
Programme	<ul> <li>Service Delivery</li> </ul>	Superior			
and Project	Management		12%		
Management	<ul> <li>Program ad Project</li> </ul>				
	Monitoring and				
	Evaluation				
	<ul> <li>Budget Planning and</li> </ul>	Basic			
	Execution	Competent	1		
	Financial Strategy	Advanced	-		
Financial	and Delivery	Superior	10%		1
Management	■ Financial Reporting	Ouperior	1.070		
	and Monitoring				
	<ul> <li>Change Vision and</li> </ul>	Basic			
	Strategy	Competent			
Change	<ul> <li>Process Design and</li> </ul>	Advanced			
Change Leadership	Improvement  Change Impact	Superior	9%		
Leadership	<ul> <li>Change Impact</li> <li>Monitoring and</li> </ul>				
	Evaluation				
	Evaluation				
	<ul> <li>Policy Formulation</li> </ul>	Basic			
	<ul> <li>Risk and Compliance</li> </ul>	Competent		li l	
Governance	Management	Advanced	00/		
Governance Leadership	<ul><li>Cooperative</li></ul>	Superior	9%		
	Governance				
	CORE	COMPETENCIE	c.		
	CORE	Achievement	Weight	HOD's	CM's Score
		Levels	(%)	Achievement	Level
		LOVOIS	(70)	Level	Level
Manalo		<b>D</b> .	6%		
Moral Competer	ice	Basic	070	I .	I .
ivioral Competer	ce	Competent	0%		
Moral Competer	ce		0%		
Moral Competer	ice	Competent Advanced	0%		
·		Competent Advanced Superior			
Planning and Or		Competent Advanced Superior Basic	6%		
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Planning and Or Analysis and Inn Knowledge and I	ganising ovation nformation Management	Competent Advanced Superior Basic	6% 6%		
Planning and Or Analysis and Inn Knowledge and I	ganising ovation nformation Management	Competent Advanced Superior Basic Superior Basic Competent Advanced Superior	6% 6%		

Total		
	100%	

#### 6.4. Achievement Level Descriptions

The achievement levels indicated in the table below serve as a guide for the assessment of CCR's:

Achievement Levels	Rating	Description
Basic	2	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
Competent	3	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced	4	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses
Superior	5	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

#### 7 EVALUATING PERFORMANCE

- 7.1 The Performance Plan (Annexure A) attached to this Agreement sets out-
  - 7.1.1 the standards and procedures for evaluating the Employee's performance; and
  - 7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.
- 7.2 Notwithstanding the agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any reasonable time, while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.
- 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 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;
- (a) Each Strategic Outcome (SO) will 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 Strategic Outcome.
- (b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

#### 7.5.2. Assessment of the CCR's

- (a) Each CCR's will be assessed according to the extent to which the specified standards have been met.
- (b) Achievement levels on paragraph **6.4 above** will be used to score each CCR.
- (c) Based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final CCR's score.

## 7.5.3. An overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6. The assessment of the Employee will be based on the following rating scale for Strategic Outcomes (SO's):

Level	Terminology	gy Description			g				
	Level reminology	Description	1	2	3	4	5		
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.							

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.	
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.	
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.	
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.	
	significantly above expectations  Fully effective  Not fully effective	Performance significantly above expectations  Testing and programs and fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.  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.  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.  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

- 7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-
  - 7.1. Municipal Manager
  - 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 7.3. Ward Committee member (on a rotational basis), where applicable;
  - 7.4. A member of the Mayoral Committee; and
  - 7.5. A Municipal Manager from another municipality.

#### 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1. The performance of the Employee will be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter
Second quarter First quarter

July - September 2022 (October 2022) October - December 2022 (January 2023)

January - March 2023 (April 2023)

Fourth quarter

April – June 2023 (July 2023)

- 8.2. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.
- 8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.
- 8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

#### 9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) addressing development gaps is attached as Annexure "B".

#### 10. OBLIGATIONS OF THE EMPLOYER

- 10.1. The Employer shall and agrees to –
- 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 or her to meet the performance objectives and targets established in this Agreement: and

10.1.5. Make available to the Employee such resources as the Employee may reasonably require from time to time to meet the performance objectives and targets established in this Agreement.

#### 11. CONSULTATION

- 11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others,
  - 11.1.1. A direct impact 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 impact on the Employee or on the budget under the control of the Employee.
- 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 between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.
- 12.4. In the case of unacceptable performance, the Employer shall-
- 12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.4.2. 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 / her duties.

#### 13. DISPUTE RESOLUTION

- 13.1 **Any** disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –
- 13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2. Any other person appointed by the Executive Mayor.
- 13.6. 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 (Performance Plan) will be made 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 / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at East London on the 24 day of June 2022.

AS WITNESSES:	
1	
	AllBurana
	Ncumisa Sidukwana (Employee)
2	

Thus	done and signed at East London on the 24 day of June 2022.
AS W	ITNESSES:
1.	
	Nceba Ncunyana (Acting City Manager)
2.	

PERFORMANCE PLAN, 2022/2023 FINANCIAL YEAR	DIRECTORATE: EXECUTIVE SUPPORT SERVICES	HEAD OF DIRECTORATE: MS M. SIDUKWANA	LEVEL	Performance for anceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance critera and indicates as specified in the PA Performance Plan and maintained this in all areas of responsibility throughout the year.	Performance is significantly higher than the expected in the job. The apprecial indicates that the Employee has achieved above fully effective results against more than hill of the performance criteria and indicators and fully achieved all others throughout the year.	Performance fully meets expected to all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators and fully achieved all others throughout the year.	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 othered below fully effective results against more than half the key performance criteria and indicators as specified in 9.4 and Performance Plan.	Project Baseline Annual briget Resources Allocated for 2022/2023 SDBIP per Quarter Programme (Annual for 2022/2023 SDBIP per Quarter	Performance 1st Quarter Portfolio of 2nd Quarter Portfolio of 1st Quarter Portfolio of 1st Quarter Portfolio of 1st Quarter Planned Target evidence Planned Target Planned Planned Planned Target Planned Planned Target Plann	STRATEGIC OUTCOME 1: INNOVATIVE AND PRODUCTIVE CITY (WEIGHT = 33%)	Awarded applications ocumentation in plan.	uith     New Indicator     4 Youth     4 Youth     1 Youth     Newsflash and programmes programmes programme registers     2     Newsflash and programmes programme registers     3     Newsflash and powerflash and programme registers     4     Newsflash and powerflash and powerflash and programme registers     N/A     N/A     N/A     N/A     1261000	STRATEGIC OUTCOME S. A WELL GOVERNED GITY INTIGHT - 67%	NATIONAL PRESCRIBED INDICATORS
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