

Buffalo City Metropolitan Municipality

Performance Agreement

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



2022/2023

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

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

- 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 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

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	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 FRAMEWORK FOR SENIOR MANAGERS					
LEADING COMPETENCIES		Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Strategic Direction and Leadership	<ul style="list-style-type: none"> ▪ Impact and Influence ▪ Institutional Performance Management ▪ Strategic Planning and Management ▪ Organisational Awareness 	Basic	12%		
		Competent			
		Advanced			
		Superior			
People Management	<ul style="list-style-type: none"> ▪ Human Capital Planning and Development ▪ Diversity Management ▪ Employee Relations Management ▪ Negotiation and Dispute 	Basic	12%		
		Competent			
		Advanced			

	Management	Superior			
Programme and Project Management	<ul style="list-style-type: none"> Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	Basic	12%		
		Competent			
		Advanced			
		Superior			
Financial Management	<ul style="list-style-type: none"> Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring 	Basic	10%		
		Competent			
		Advanced			
		Superior			
Change Leadership	<ul style="list-style-type: none"> Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	Basic	9%		
		Competent			
		Advanced			
		Superior			
Governance Leadership	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	Basic	9%		
		Competent			
		Advanced			
		Superior			

CORE COMPETENCIES:

	Achievement Levels	Weight	HOD's Achievement Level	CM's Score Level
Moral Competence	Basic	6%		
	Competent			
	Advanced			
	Superior			
Planning and Organising	Basic	6%		
	Competent			
	Advanced			
	Superior			
Analysis and Innovation	Basic	6%		
	Competent			
	Advanced			
	Superior			
Knowledge and Information Management	Basic	6%		
	Competent			
	Advanced			
	Superior			
Communication	Basic	6%		
	Competent			
	Advanced			
	Superior			
Results and Quality focus	Basic	6%		
	Competent			
	Advanced			

	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.

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	Rating				
			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.					

LM 9
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 PB

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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 HB

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;

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 28 day of June 2022.

AS WITNESSES:


1. 
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2. 
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Howard Sikweza (Employee)

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

AS WITNESSES:

1. 
.....



Nceba Ncunyana (Acting City Manager)

2. 
.....

PERFORMANCE PLAN 2022/2023

DIRECTORATE: SPORT, RECREATION AND COMMUNITY DEVELOPMENT

ACTING HEAD OF DIRECTORATE: MR H SIKWEZA

KFA No.	National Treasury Reference Indicator Code	Key Performance Indicator	Project	Baseline (Annual Performance of 2022/23)	Annual target for 2022/2023	Target for 2022/2023 SDBIP per Quarter				Resources Allocated for 2022/23 SDBIP per Quarter	Total Budget allocated								
						1st Quarter Planned Target ending September 2022	2nd Quarter Planned Target ending December 2022	3rd Quarter Planned Target ending March 2023	4th Quarter Planned Target ending June 2023										
STRATEGIC OUTCOME 1: INNOVATIVE AND PRODUCTIVE CITY (WEIGHT = 64%)																			
ECBM INDICATORS																			
KFA10	HS	Milestones achieved towards upgrading of King Williams Town War Memorial Hall	Community Halls upgrade	4 (Berlin Town Memorial Hall, War Memorial Hall, Koji Skenjana Hall, Carnegie Hall)	Plumbing and related works, fitting/installation of aluminium windows and flooring works	N/A	N/A	Refurbishment of War Memorial Hall - Plumbing works	Photos, Invoices and completion certificate	Refurbishment of War Memorial Hall - fitting/installation of Aluminium windows	Photos, Invoices and completion certificate	Refurbishment of War Memorial Hall - Flooring work	Photos, Invoices and completion certificate	N/A	500 000	500 000	1 000 000	1 000 000	2 000 000
KFA9	HS	Number of Swimming Pools upgraded	Upgrading of swimming pools	3 (King Williams Town, Joan Harrison Swimming Pool, Midansane NU 2 Pool,	1 Joan Harrison Swimming Pool	N/A	N/A	N/A	N/A	1 Joan Harrison Swimming Pool	Photos and Invoices	N/A	N/A	N/A	N/A	1 400 000	N/A	1 400 000	

DESCRIPTION

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 Performance Plan and maintained this in all areas of responsibility throughout the year.



Performance is significantly higher than the 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.

Performance fully meets 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 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 achieved below fully effective results against more than half the key performance criteria and indicators as specified in PA and Performance Plan.

Performance does not meet the standard expected of 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 improvements.

KFA9	HS	3.1/PC14	Number of Zoo facilities upgraded	Upgrading of 1 - Zoo Facilities	1 (Zoo facility)	N/A	N/A	N/A	N/A	N/A	1 (Zoo facility completed)	Invoices and completion certificates	N/A	N/A	N/A	N/A	N/A	200 000	200 000	N/A	400 000
KFA4	IPC13		Number of Aquarium facilities upgraded	Refurbishment of 1 (live animal exhibit)	1 (refurbish live animal exhibit)	N/A	N/A	N/A	N/A	N/A	1 (live animal exhibit refurbished)	Invoices, photos, completion certificate	N/A	N/A	N/A	N/A	N/A	N/A	100 000	N/A	100 000
KFA9	HS	3.4/PC12	Number of sports facilities upgraded	sports facilities upgraded	3 (Westbank sportsfield, Bunkers Hill softball stadium, Selborne Tennis complex)	2 (Bunkerhill Hill sportsfield)	1 (Bunkers sportsfield)	Photos and Invoices	2 (1) (Philip Kahns Stadium)	Photos and Invoices	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 000 000	1 000 000	N/A	3 000 000
KFA8	IPC21		Number of sport development programmes supported	N/A	3 (Coaching Sessions)	3 (Sports Development courses)	1 (Sport Courses)	Photos, Invoices and attendance register	2 (1) (Sport Courses)	Photos, Invoices, and attendance register	3 (1) (Sport Courses)	Photos, Invoices, and attendance register	N/A	N/A	N/A	N/A	N/A	200 000	200 000	200 000	600 000
STRATEGIC OUTCOME 2 - GREEN CITY																					
DCGM INDICATORS																					
KFA15	GC 10		Number of Community Parks Upgraded	Upgrading and Development of 2 (Coastal - Ward 32, 34, 44 & 45) or Community Parks	6 (Wards 3, 14, 32, 34, 44 & 45)	N/A	N/A	2 (Wards 44 & 45)	4 (2) (Wards 3 & 32)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)
STRATEGIC OUTCOME 6 - SPATIALLY TRANSFORMED CITY																					
EDGM INDICATORS																					
KFA29	STC 3		Number of cemeteries upgraded	Development of 6 (Cambridge, Fort Jackson, Upgrading of Zwellstra, Cemeteries Phakamisa, Haven Hills and Cambridge Crematorium)	5 (Cambridge, Buffalo Flats, Lujiza, Fort Jackson & Maclean Town)	2 (Buffalo Flats & Lujiza)	4 (2) (Fort Jackson & Maclean Town)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)	5 (Copes of invoices & completion certificates)
WEIGHT = 27%																					
KFA28	STC13		Number of Parks Depots upgraded	Upgrading of 2 (NU6 Midansane & Berlin)	2 (NU6 Midansane & Berlin)	N/A	1 (NU6 Midansane)	2 (Copes of invoices & completion certificates)	2 (1) (Berlin)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)	2 (Copes of invoices & completion certificates)
WEIGHT = 27%																					
TOTAL																					
6 400 000																					
970 000																					

KPA28	STC 50	Number of Resorts Upgraded	Upgrading of Resorts Facilities	1 Nahoon Caravan Park	2 (Gonubie Resort and Nahoon Caravan Park)	N/A	N/A	1 (Nahoon Caravan Park)	Photos and Invoices	N/A	N/A	1 (Gonubie Resort)	Photos and Invoices	N/A	1 000 000	N/A	1 600 000	2 600 000	
ACTING CITY MANAGER: MR. H. KUYENH																			
SIGNATURE: 																			
DATE: 05/06/2022																			
HEAD OF DIRECTORATE: MR. H. SIMWEZA										SIGNATURE: 									
DATE: 04/07/2022																			

Buffalo City Metropolitan Municipality

Performance Agreement

**HEAD OF DIRECTORATE: HUMAN
SETTLEMENTS**



2022/2023

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AG MW L.M

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

L.M SG ZS
AG 2 W WPM

PERFORMANCE AGREEMENT

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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).

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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)

COMPETENCY FRAMEWORK FOR SENIOR MANAGERS					
LEADING COMPETENCIES		Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Strategic Direction and Leadership	<ul style="list-style-type: none"> ▪ Impact and Influence ▪ Institutional Performance Management ▪ Strategic Planning and Management ▪ Organisational Awareness 	Basic	12 %		
		Competent			
		Advanced			
		Superior			
People Management	<ul style="list-style-type: none"> ▪ Human Capital Planning and Development ▪ Diversity Management ▪ Employee Relations Management ▪ Negotiation and Dispute Management 	Basic	12%		
		Competent			
		Advanced			
		Superior			

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Programme and Project Management	<ul style="list-style-type: none"> Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	Basic	12%		
		Competent			
		Advanced			
		Superior			
Financial Management	<ul style="list-style-type: none"> Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring 	Basic	10%		
		Competent			
		Advanced			
		Superior			
Change Leadership	<ul style="list-style-type: none"> Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	Basic	9%		
		Competent			
		Advanced			
		Superior			
Governance Leadership	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	Basic	9%		
		Competent			
		Advanced			
		Superior			

CORE COMPETENCIES:

	Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Moral Competence	Basic	6%		
	Competent			
	Advanced			
	Superior			
Planning and Organising	Basic	6%		
	Competent			
	Advanced			
	Superior			
Analysis and Innovation	Basic	6%		
	Competent			
	Advanced			
	Superior			
Knowledge and Information Management	Basic	6%		
	Competent			
	Advanced			
	Superior			
Communication	Basic	6%		
	Competent			
	Advanced			
	Superior			
Results and Quality focus	Basic	6%		
	Competent			
	Advanced			
	Superior			

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Total		100%		
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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	Description	Rating				
			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.

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; 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 28 day of June 2022.

AS WITNESSES:

1. 
.....


2. 
.....



Luyanda Mbula (Employee)

Thus done and signed at East London on the 29 day of June 2022.

AS WITNESSES:

1. 
.....

2. 
.....



Nceba Ncunyana (Acting City Manager)



PERFORMANCE PLAN: 2022/2023 FINANCIAL YEAR

DIRECTORATE: HUMAN SETTLEMENTS

HEAD OF DIRECTORATE: MR. L. MBULU

				LEVEL		DESCRIPTION									
				1	2	3	4	5							
KFA No.	National Treasury e/BCMF Code	Key Performance Indicator	Project	Baseline (Annual Performance of 2023/2022) Unaudited	Annual target for 2022/2023	1st Quarter Measured Target: ending September 2022	2nd Quarter Planned Target: ending December 2022	3rd Quarter Planned Target: ending March 2023	4th Quarter Planned Target: ending June 2023	Portfolio of evidence	5th Quarter Planned Target: ending September 2023	6th Quarter Planned Target: ending December 2023	7th Quarter Planned Target: ending March 2024	8th Quarter Planned Target: ending June 2024	Total Budget Allocation
STRATEGIC OUTCOME 1: INNOVATIVE AND PRODUCTIVE CITY [WEIGHT = 17%]															
BCMM INDICATOR															
KFAS	IPC11	Number of Jobs Created through Expanded Public Works Programme (EPWP)	Construction of Internal Services and Top Structures	700	800	120	320	560	800	1240	N/A	N/A	N/A	N/A	N/A
NATIONAL PRESCRIBED INDICATORS															
KFA25	HS1.11	Number of subsidised housing units constructed using various Human Settlements Programmes	Reason Phase 3 Stage 3, Potosan Village Phase 1 & 2, Potosan Khwezi Block 1, Tyulyu Phase 3, Mdantsane Cluster 1, Mdantsane Cluster 2, Mdantsane Zone 18 cc, Fynbos Cluster 3, Peleton Cluster, Peleton Phase 2, CNIP Victims.	420	440	66	176	308	440	1332	8 311 442	22 163 844	38 786 727	55 409 610	55 409 610
WEIGHT = 60%															

KFA25		STC 15	KFA25		KFA25		KFA25		KFA25		KFA25		KFA25		KFA25		KFA25		KFA25		
HS1.12		Number of beneficiaries registered on NHNR	Registration of Beneficiaries	2 010	2 010	311	Proof of National Housing Needs Register	804 (493)	Proof of National Housing Needs Register	1407 (603)	Proof of National Housing Needs Register	2010 (603)	Proof of National Housing Needs Register	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
HS1.12		Number of serviced sites	Postdam Khwezi Block 1, Pitakamba South, Postdam North Karana, Ilhha North, Duncan Village Proper, Mdantsana Zone 18cc phase 2, Amalinda Co-op, Mdantsana, Cluster 1, Mdantsana Cluster 2, Fynbos Cluster 3, Duncan Village Complete, Braamlyn ext 10, Tyubul Phase 3, Westbank Residential, C Section and Triangular Site, Nelson Mandela 102, Ginsberg 139 Housing, Braidsbach Services, Boxwood, DVRI PROJECT, CNIP VICTIMS, Tsholompha disaster, DV Military Veterans.	800	850	130	Completions certificates	300 (170)	Completions certificates	540 (240)	Completions certificates	850 (310)	Completions certificates	18 193 817	48 516 828	84 904 449	121 292 070	121 292 070			
STRATEGIC OUTCOME 6: A WELL GOVERNED CITY																					
NATIONAL PRESCRIBED INDICATORS																					
KFA25		HS1.31	Number of Informal settlements assessed (enumerated and classified)	Informal settlements upgrade	44 Informal settlements enumerated and classified (in terms of NUSP or equivalent classification)	48 Informal settlements enumerated and classified (in terms of NUSP or equivalent classification)	46 Informal settlements enumerated and classified (in terms of NUSP or equivalent classification)	46 Informal settlements enumerated and classified (in terms of NUSP or equivalent classification)	Progress Report signed by HOD	46 Informal settlements enumerated and classified (in terms of NUSP or equivalent classification)	Progress Report signed by HOD	48 Informal settlements enumerated and classified (in terms of NUSP or equivalent classification)	Progress Report signed by HOD	48 Informal settlements enumerated and classified (in terms of NUSP or equivalent classification)	Progress Report signed by HOD	N/A	N/A	N/A	N/A	N/A	
KFA25		HS1.32	Percentage of Informal settlements using a participatory approach to planning or implementing upgrading	Informal settlements upgrade	31% (47 Informal settlements out of 154 known Informal)	31% (47 Informal settlements out of 154 known Informal)	31% (47 Informal settlements out of 154 known Informal)	31% (47 Informal settlements out of 154 known Informal)	Progress Report signed by HOD	31% (47 Informal settlements out of 154 known Informal)	Progress Report signed by HOD	31% (47 Informal settlements out of 154 known Informal)	Progress Report signed by HOD	31% (47 Informal settlements out of 154 known Informal)	Progress Report signed by HOD	N/A	N/A	N/A	N/A	N/A	
ACTING CITY MANAGER: AM N. NCHIRYAMA HEAD OF DEPARTMENT: M.L. NGULA SIGNATURE: <i>[Signature]</i> DATE: 28/06/2022																					

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

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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 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;



- 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 2021** and will remain in force until the **30 June 2022**.
- 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.
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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.
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- 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	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

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		Competent			
		Advanced			
		Superior			
People Management	<ul style="list-style-type: none"> ▪ Human Capital Planning and Development ▪ Diversity Management ▪ Employee Relations Management ▪ Negotiation and Dispute Management 	Basic	12%		
		Competent			
		Advanced			
		Superior			

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Programme and Project Management	<ul style="list-style-type: none"> Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	Basic	12%		
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		Competent			
		Advanced			
		Superior			

CORE COMPETENCIES:

	Achievement Levels	Weight	HOD's Achievement Level	CM's Score Level
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	Competent			
	Advanced			
	Superior			
Planning and Organising	Basic	6%		
	Competent			
	Advanced			
	Superior			
Analysis and Innovation	Basic	6%		
	Competent			
	Advanced			
	Superior			
Knowledge and Information Management	Basic	6%		
	Competent			
	Advanced			
	Superior			
Communication	Basic	6%		
	Competent			
	Advanced			
	Superior			
Results and Quality focus	Basic	6%		
	Competent			
	Advanced			
	Superior			

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Total		100%		
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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	Description	Rating				
			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.

SG AG NN
LM 2510 

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;



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 ____ day of June 2022.

AS WITNESSES:

1. S. GUNDA

Appana Sorriah Naidoo
Appana Sorriah Naidoo (Employee)

2. L. Mafilike

Thus done and signed at East London on the 29 day of June 2022.

AS WITNESSES:

1. 



Nceba Ncunzana (Acting City Manager)

2. 

KFA 41	CSMNG 27	% of the municipality's budget actual spent on implementing the workplace skills plan.	Human Resource Development	82%	85%	20% of allocated training budget	solely pinpoint	45% of allocated training budget	solely pinpoint	60% of allocated training budget	solely pinpoint	90% of allocated training budget	90% of allocated training budget	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	
	GG 1.21	Staff vacancy rate	Filling of vacant funded posts	8%	8%	10%	Staff Complement and Vacant funded posts reports	10%	Staff Complement and Vacant funded posts reports	10%	Staff Complement and Vacant funded posts reports	10%	Staff Complement and Vacant funded posts reports	Staff Cost	Staff Cost	Staff Cost	Staff Cost	Staff Cost	Staff Cost	
KFA 41	LED 1.31	Number of individuals connected to apprenticeships and internships through interventions	Skills Development for unemployed local youth	40 Learners	40 Learners	10 learners	Payday pinpoint	20 learners	Payday pinpoint	40 learners	payday pinpoint	50 learners	payday pinpoint	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	
KFA 46	GG 1.22	Percentage of vacant posts filled within 3 months	Filling of vacant funded posts within 3 months	50%	50%	50% of all vacant funded post where the recruitment process has been initiated)	Appointment letters	50% of all vacant funded post where the recruitment process has been initiated)	Appointment letters	50% of all vacant funded post where the recruitment process has been initiated)	Appointment letters	50% of all vacant funded post where the recruitment process has been initiated)	Appointment letters	Staff Cost	Staff Cost	Staff Cost	Staff Cost	Staff Cost	Staff Cost	
KFA 46	GG 5.11	Number of active suspensions longer than three months	Finalisation of all suspensions longer than 3 months	38	20 (suspensions longer than 3 months not to exceed 20 per quarter)	20 (suspensions longer than 3 months not to exceed 20 per quarter)	Suspension stats	20 (suspensions longer than 3 months not to exceed 20 per quarter)	Suspension stats	20 (suspensions longer than 3 months not to exceed 20 per quarter)	Suspension stats	20 (suspensions longer than 3 months not to exceed 20 per quarter)	Suspension stats	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	
KFA 46	GG 4.11	Number of agenda items deferred to the next council meeting	N/A	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	Council Minutes	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	Council Minutes	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	Council Minutes	3 (Must not exceed 3 agenda items deferred to the next Council meeting per quarter)	Council Minutes	N/A	N/A	N/A	N/A	N/A	N/A	
KFA 46	GG 5.12	Quarterly salary bill of suspended officials	N/A	R10,000,000.00 (Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	R10,000,000.00 (Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	Copy of suspended officials statistics and Copy of expenditure report reflecting quarterly salary bill of suspended officials	R10,000,000.00 (Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	Copy of suspended officials statistics and Copy of expenditure report reflecting quarterly salary bill of suspended officials	R10,000,000.00 (Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	Copy of suspended officials statistics and Copy of expenditure report reflecting quarterly salary bill of suspended officials	R10,000,000.00 (Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	Copy of suspended officials statistics and Copy of expenditure report reflecting quarterly salary bill of suspended officials	R10,000,000.00 (Quarterly salary bill of suspended officials must not exceed R10,000,000.00 per quarter)	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost	Operational Cost

KFA 46 WGC 1 Number of people employed in the 3 highest levels of management
 Implementation of Equity 7-tn
 3 (makes employed in the 3 highest levels of management)
 3
 N/A
 N/A
 1 (female) employed in the 3 highest levels of management
 Letter of appointment
 1 (female) employed in the 3 highest levels of management
 Letter of appointment
 1 (female) employed in the 3 highest levels of management
 Letter of appointment
 1 (female) employed in the 3 highest levels of management
 Letter of appointment
 N/A
 N/A
 N/A
 N/A
 N/A
 N/A

BEHAL INDICATORS
 DATE 28/06/2022
 DATE 28/06/2022

Buffalo City Metropolitan Municipality

Performance Agreement

**HEAD OF DIRECTORATE: EXECUTIVE
SUPPORT SERVICES**



2022/2023

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 FRAMEWORK FOR SENIOR MANAGERS					
LEADING COMPETENCIES		Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Strategic Direction and Leadership	<ul style="list-style-type: none"> ▪ Impact and Influence ▪ Institutional Performance Management ▪ Strategic Planning and Management ▪ Organisational Awareness 	Basic	12%		
		Competent			
		Advanced			
		Superior			
People Management	<ul style="list-style-type: none"> ▪ Human Capital Planning and Development ▪ Diversity Management ▪ Employee Relations Management ▪ Negotiation and Dispute Management 	Basic	12%		
		Competent			
		Advanced			
		Superior			

Programme and Project Management	<ul style="list-style-type: none"> ▪ Program and Project Planning and Implementation ▪ Service Delivery Management ▪ Program and Project Monitoring and Evaluation 	Basic	12%		
		Competent			
		Advanced			
		Superior			
Financial Management	<ul style="list-style-type: none"> ▪ Budget Planning and Execution ▪ Financial Strategy and Delivery ▪ Financial Reporting and Monitoring 	Basic	10%		
		Competent			
		Advanced			
		Superior			
Change Leadership	<ul style="list-style-type: none"> ▪ Change Vision and Strategy ▪ Process Design and Improvement ▪ Change Impact Monitoring and Evaluation 	Basic	9%		
		Competent			
		Advanced			
		Superior			
Governance Leadership	<ul style="list-style-type: none"> ▪ Policy Formulation ▪ Risk and Compliance Management ▪ Cooperative Governance 	Basic	9%		
		Competent			
		Advanced			
		Superior			

CORE COMPETENCIES:

	Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Moral Competence	Basic	6%		
	Competent			
	Advanced			
	Superior			
Planning and Organising	Basic	6%		
	Competent			
	Advanced			
	Superior			
Analysis and Innovation	Basic	6%		
	Competent			
	Advanced			
	Superior			
Knowledge and Information Management	Basic	6%		
	Competent			
	Advanced			
	Superior			
Communication	Basic	6%		
	Competent			
	Advanced			
	Superior			
Results and Quality focus	Basic	6%		
	Competent			
	Advanced			
	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.

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	Rating				
			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.					

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.	
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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;
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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.

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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.

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12.1. The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

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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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13.1 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.



Ncumisa Sidukwana (Employee)

2.

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

AS WITNESSES:

1.

Nceba Ncunyana (Acting City Manager)

2.



PERFORMANCE PLAN: 2022/2023 FINANCIAL YEAR

DIRECTORATE: EXECUTIVE SUPPORT SERVICES

HEAD OF DIRECTORATE: MS N. SIDUKWANA

KPA No.	National Treasury Reference/BCMIA Code	Key Performance Indicator	Prognosis/Probability	Baseline Performance of 2021/22 Unaudited	Annual target for 2022/23	Target for 2022/2023 SBPBP per Quarter				1st Quarter Planned Budget	2nd Quarter Planned Budget	3rd Quarter Planned Budget	4th Quarter Planned Budget	Total Budget allocated	
						1st Quarter Planned Target ending September 2022	2nd Quarter Planned Target ending December 2022	3rd Quarter Planned Target ending March 2023	4th Quarter Planned Target ending June 2023						
						5	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 Performance Plan and maintained this in all areas of responsibility throughout the year.								
						4	Performance is significantly higher than the 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	Performance fully meets 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 and fully achieved all others throughout the year.								
						2	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 PA and Performance Plan.								
						1	Performance does not meet the standard expected of 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.								

STRATEGIC OUTCOME 1: INNOVATIVE AND PRODUCTIVE CITY [WEIGHT = 33%]

KFA 5	IPC 22	Number of bursaries awarded	Bursaries Non-Employee	50 Bursaries Awarded	50 Bursaries Awarded	50 Bursaries Awarded	50 Bursaries Awarded	50 Bursaries Awarded	Call for applications	Copy of advert and communication plan	N/A	N/A	N/A	Bursary Fund Award letters	N/A	N/A	N/A	4700000	N/A	4700000	
																					1 Youth Development programme

STRATEGIC OUTCOME 5: A WELL GOVERNED CITY [WEIGHT = 67%]
 NATIONAL PRESCRIBED INDICATORS

	GG2.11		N/A	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	1) Ward Committee Slipend payment list. 2) Nomination forms / Minutes and Attendance register for the coopted members.	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	
KFA 30	GG2.11	Percentage of ward committees with 6 or more ward committee members (excluding ward councillors)	N/A	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	100% Ward Committee members	1) Ward Committee Slipend payment list. 2) Nomination forms / Minutes and Attendance register for the coopted members.						
KFA 30	GG 2.12	Percentage of wards where at least one councillor-convened community meeting was held	N/A	0.5% (1 Public Meeting Convened per Ward 18)	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	100% (1 Public Meeting Convened per ward = 50 Public meetings for 50 wards)	Attendance Register and Minutes of the meetings held.	N/A	N/A	N/A	N/A	N/A	N/A
KFA 30	GG3.12	Percentage of councillors who have declared their financial interests	N/A	85%	100%	25%	50% (25%)	Declaration Forms	75% (25%)	Declaration Forms	100% (25%)	Declaration Forms	100% (25%)	Declaration Forms	N/A	N/A	N/A	N/A	N/A	
KFA 30	GG2.31	Percentage of official complaints responded to through the municipal complaint management system	N/A	100%	100%	100%	100%	100%	100%	100%	100%	100%	Petitions Register	Petitions Register	100%	Petitions Register	100%	Petitions Register	100%	

ACTING CITY MANAGER: MR. N. MCDONALD

HEAD OF DIRECTORATE: MR. N. SIDUNYANA

SIGNATURE:



DATE:

DATE: 24 June 2022