

# Buffalo City Metropolitan Municipality

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## Performance Agreement

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### MUNICIPAL MANAGER



2018/19

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# PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**MR XOLA PAKATI**

In his capacity as Executive Mayor of the Buffalo City Metropolitan  
Municipality

**AND**

**MR ANDILE SIHLAHLA**

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

FOR THE

**FINANCIAL YEAR 1 JULY 2018 – 30 JUNE 2019**

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## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

**Mr Xola Pakati** in his capacity as Executive Mayor (hereinafter referred to as the Employer)

And

**Mr Andile Sihlahla**, in his capacity as Municipal Manager 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 in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 (herein after referred to as "the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement.
- 1.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

#### 2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to –

- 2.1. Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2. Specify objectives and targets established for the Employee and 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);

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- 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 2018** and will remain in force until **30 June 2019** where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3. This Agreement will terminate on the termination of the Employee's employment for any reason.
- 3.4. The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

### **4. PERFORMANCE OBJECTIVES**

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

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- 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 City's Strategic Outcomes (SO) (including special projects relevant to the Employee's responsibilities) within the Metro Growth Development Strategy (MGDS) vision 2030.
- 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 MGDS Strategic Outcomes 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 MGDS Strategic Outcomes (SO) 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 (key performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the MGDS Strategic Outcomes (SO), and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and the Employee and set out hereunder:

MGDS Outcomes (SO)	Weighting
An Innovative and Productive City	10
A Green City	15
A Connected City	25
A Spatial Transformed City	15
A Well Governed City	35
Total	100%

6.3 The CCR's make up the remaining 20% of the Employee's assessment score and those CCR's deemed to be most critical for the Employee's specific job are selected (✓) hereunder and agreed to between the Employer and Employee:

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC)	✓ (Indicate choice)	WEIGHT
Strategic Capability and leadership	essential	15
Programme and Project Management	essential	10
Financial Management	compulsory	10
Change Management		
Knowledge Management		
Service Delivery Innovation		
Problem Solving and Analytical Thinking	essential	10
People Management and Empowerment	compulsory	5
Client Orientation and Customer Focus	compulsory	5
Communication	essential	5
Honesty and Integrity		
CORE OCCUPATIONAL COMPETENCIES		
Competence in Self Management	essential	10
Interpretation of and implementation within the legislative and national policy frameworks	essential	10
Knowledge of developmental local government		

Knowledge of Performance Management and Reporting		
Knowledge of global and South African specific political, social and economic contexts	essential	10
Competence in policy conceptualization, analysis and implementation		
Knowledge of more than one functional municipal field discipline		
Skills in Mediation		
Skills in Governance		
Competence as required by other national line sector departments		
Exceptional and dynamic creativity to improve the functioning of the municipality	essential	10
TOTAL		100%

## 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 KPI or group of KPIs 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 KPI or group of KPIs.

- (b) An indicative rating on the five-point scale will be provided for each KPI or group of KPIs based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate the final 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) An indicative rating on the five-point scale will be provided for each CCR's.
- (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 KPI or group of KPIs and CCRs:

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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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. Executive Mayor
- 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 as nominated by the Executive Mayor;
- 7.4. A member of the Mayoral Committee; and
- 7.5. Executive Mayor 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:

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Quarter	Period	Review to be completed by	Type of review
1	July-September 2018	October 2018	Informal
2	October-December 2018	February 2019	Formal
3	January-March 2019	April 2019	Informal
4	April- June 2019	September 2019	Formal

- 8.2. The Employee will submit quarterly performance report (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation
- 8.3. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.
- 8.4. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.
- 8.5. 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.

12.3. The payment of the performance bonus is determined by the performance score obtained during the 4<sup>th</sup> and as informed by the quarterly performance assessments. The performance bonus will be awarded based on the following scheme

Performance	Rating	Bonus Calculation
0%-49%	Poor Performance	0% of Total package
50%-59%	Average Performance	5% of Total package
60%-69%	Fair Performance	8% of Total package
70%-79%	Good Performance	11% of Total package
80%-100%	Excellent Performance	14% of Total package

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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.

### 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.

13.2. In the event that the mediation process contemplated above fails, a relevant clause 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 02 day of July 2018.

**AS WITNESSES:**


1.   
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2.   
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\_\_\_\_\_  
Employee

Thus done and signed at East London on the 10<sup>th</sup> day of July 2018.

**AS WITNESSES:**

1.   
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2.   
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\_\_\_\_\_  
Executive Mayor

**DISCLOSURE FORM FOR BENEFITS AND INTERESTS**

**MUNICIPAL SYSTEMS ACT NO. 32 OF 2000 AND REGULATIONS**

**Regulation 36. Disclosure of benefits and interests.** -(1) A senior manager who enters into an employment contract in terms of these

Regulations must-

- (a) within 60 days after his or her appointment; and
  - (b) annually thereafter, from the commencement of the new financial year of a municipality, declare his or her benefits and interests.
- (2) The benefits and interests contemplated in sub-regulation (1) may include any shares, directorships or, property, which may potentially be in conflict with the senior manager's official duties.
- (3) A senior manager must disclose all his or her registerable interests on the form attached as Annexure F to these regulations.
- (4) If the circumstances change significantly after an initial disclosure has been made, and new or additional facts become material, the senior manager must disclose such facts as soon as reasonably possible.
- (5) Failure to disclose benefits and interests is a breach of contract and must be dealt with in terms of the Code of Conduct for Municipal Staff as provided for in Schedule 2 to the Act, read in conjunction with the Disciplinary Regulations.

I, the under signed (Surname & Initials)	SITHLANCA A-A
(Postal address)	159 SAUND STREET, WHITE CITY, QUEENSTOWN
(Name of Municipality)	BUFFALO CITY METROPOLITAN MUNICIPALITY
(Residential address)	SAME AS ABOVE
(Telephone)	076 682 1462
Hereby certify that the following information is complete and correct to the best of my knowledge	

1. Shares, securities and other financial interest (not bank accounts with financial institutions)			
Number of shares/extent of financial interest	Nature	Nominal value	Name of Company/Entity
	N/A		

2. Membership, Directorship or Partnerships		
Name of corporate entity, partnership or firm	Type of business	Amount of remuneration/income
NOKU PUNLA FAMILY TRUST	FAMILY TRUST	N/A
29ALAMEIN Close Corporation	HOME OWNERSHIP	N/A

3. Subsidies, grants and sponsorships by any organization		
Source of assistance	Description of assistance	Value of assistance
	N/A	

Signature of the Municipal Manager 

Date

PLACE EAST LONDON

**PERSONAL DEVELOPMENT PLAN**

	Skills Performance Gap (in order of priority)	Outcomes Expected (measurable indicators: quantity, Quality and time frame)	Suggested training and or development activity	Suggested mode of delivery	Suggested time frames	Work opportunity created to practice skill development	Support person
1.							
2.							
3.							

Signed and accepted by the Employee

\_\_\_\_\_

Date \_\_\_\_\_

Signed by the Executive Mayor on behalf of the Municipality

\_\_\_\_\_

Date \_\_\_\_\_