



PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

**THE NELSON MANDELA BAY METROPOLITAN MUNICIPALITY AS
REPRESENTED BY**

**THE EXECUTIVE MAYOR
COUNCILLOR EUGENE JOHNSON**

AND

**THE CITY MANAGER
DR NOXOLO NQWAZI**

THE EMPLOYEE OF THE MUNICIPALITY

**FINANCIAL YEAR: 2022/23
(1 JULY 2022 - 30 JUNE 2023)**

R. S. #
VJ
KG

SECTION A: DR NOXOLO NQWAZI

PREAMBLE

The performance agreement is divided into five sections:

- **Section A:** Performance Agreement
- **Section B:** Performance Plan
- **Section C:** Competency Requirements
- **Section D:** Assessment Rating Calculator
- **Section E:** Personal Development Plan
- **Section F:** Signature Page

1. PARTIES

The parties to this Agreement are:

- 1.1 The Nelson Mandela Bay Metropolitan Municipality ("the Employer").
- 1.2 **Dr Noxolo Nqwazi** of the Employer ("the Employee").

2. INTRODUCTION

- 2.1 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, No. 32 of 2000 ("the Systems Act").
- 2.2 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.

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2.3 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 achieve local government policy goals.

2.4 The parties wish to ensure full compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

3. PURPOSE OF AGREEMENT

The purpose of this Agreement is to -

3.1 comply with the provisions of Section 57(1) (b), (4A), (4B) and (5) of the Systems Act, as well as with the employment contract entered into between the parties;

3.2 specify objectives and targets defined and agreed with the Employee and to communicate to the Employee the Employer's expectations regarding his performance and accountabilities in alignment with the Integrated Development Plan (IDP), the Service Delivery and Budget Implementation Plan (SDBIP), as well as the Budget of the Municipality;

3.3 specify accountabilities as set out in a Performance Plan, which constitutes Section B of this Performance Agreement;

3.4 monitor and measure performance against set targeted outputs;

3.5 use this Performance Agreement as the basis for assessing whether the Employee has met the performance expectations applicable to his position;

3.6 appropriately reward the Employee in the event of outstanding performance; and

3.7 give effect to the Employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

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4. COMMENCEMENT AND DURATION

- 4.1 This Agreement shall commence on **1 July 2022** and shall remain in force until **30 June 2023**. Upon the expiry of this Performance Agreement and in the event that the employee is still in the service of the Municipality, a new Performance Agreement shall be concluded between the parties.
- 4.2 This Agreement will terminate on the termination of the Employee's contract of employment, for any reason.
- 4.3 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.
- 4.4 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 content of this Agreement is no longer appropriate, the content must be revised immediately.

5. PERFORMANCE OBJECTIVES

- 5.1 The Performance Plan (Section B) sets out –

5.1.1 the performance objectives and targets that must be met by the Employee; and

5.1.2 the timeframes within which those performance objectives and targets must be met.

- 5.2 The performance objectives and targets reflected in Section B are set by the Employer in consultation with the Employee and based on the Integrated Development Plan (IDP), the Service Delivery and Budget Implementation Plan (SDBIP), as well as the Budget of the Employer, and shall include key objectives, key performance indicators, target dates and weightings.

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5.2.1 The Key Performance Areas (KPAs) describe the key functional areas of responsibility.

5.2.2 The key objectives describe the main tasks that need to be done.

5.2.3 The key performance indicators (KPI) provide the details of the evidence that must be provided to show that a key objective has been achieved.

5.2.4 The target dates describe the timeframe in which the work must be achieved.

5.2.5 The weightings indicate the relative importance of the key objectives to each other.

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

6. PERFORMANCE MANAGEMENT SYSTEM

6.1 The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Municipality.

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

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

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6.4 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the Employee's responsibilities) within the local government framework.

6.5 The criteria, upon which the performance of the Employee must be assessed, shall consist of two components, both of which must be contained in the Performance Agreement.

6.5.1 The Employee must be assessed against both components, with a weighting of 80:20 respectively allocated to the KPAs and the Competency Requirements.

6.5.2 Each area of assessment will be weighted and shall contribute a specific part to the total score.

KPAs covering the main areas of work will account for 80%, while of the final assessment, the competencies outlined in the Competency Framework, will account for 20%.

6.6 The Employee's performance assessment shall be based on performance in terms of the outputs/outcomes (key performance indicators) identified as per the attached Performance Plan (Section B), which are linked to KPAs, which constitute 80% of the overall assessment result as per the following weightings agreed to between the Employer and Employee:

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NO	Key Performance Areas (KPAs)	Weighting
1	KPA 1: Basic Service Delivery	40%
2	KPA 2: Municipal Institutional Development and Transformation	40%
3	KPA 3: Local Economic Development	0%
4	KPA 4: Municipal Financial Viability and Management	0%
5	KPA 5: Good Governance and Public Participation	20%
TOTAL PERCENTAGE		100%

6.7 The following Competency Framework Structure, which is critical to the employee's specific job, shall make up the other 20% of the Employee's assessment score and must be considered with due regard to the proficiency level agreed to.

COMPETENCY FRAMEWORK STRUCTURE			
LEADING COMPETENCIES	COMPETENCY DEFINITION		WEIGHTING
Strategic direction and leadership	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.	Impact and Influence	8%
		Institutional Performance Management	
		Strategic Planning and Management	
		Organisational Awareness	
People management	Effectively manager, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives.	Human Capital Planning and Development	8.5%
		Diversity Management	
		Employee Relations Management	
		Negotiation and Dispute Management	
Program and Project Management	Able to understand program and project management methodology; plan manage, monitor and evaluate specific activities in order to deliver on set objectives.	Program and Project Planning and Implementation	8%
		Service Delivery Management	
		Program and Project Monitoring and Evaluation	



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Financial Management	Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner.	Budget Planning and Execution	8.5%
		Financial Strategy and Delivery	
		Financial Reporting and Delivery	
Change Leadership	Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community.	Change Vision and Strategy	8%
		Process Design and Improvement	
		Change Impact Monitoring and Evaluation	
Governance Leadership	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships.	Policy Formulation	8.5%
		Risk and Compliance Management	
		Cooperative Governance	
CORE COMPETENCIES	COMPETENCY DEFINITION	WEIGHTING	
Moral Competency	Able to identify moral triggers, apply moral reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence.	8.5%	
Planning and Organising	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficiency contingency plans to manage risk.	8.5%	
Analysis and Innovation	Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives.	8.5%	
Knowledge and Information Management	Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government.	8.5%	

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Communication	Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.	8.5%
Results and Quality Focus	Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.	8%
TOTAL PERCENTAGE		100%

7. EVALUATING PERFORMANCE

7.1 The Performance Plan (Section B) sets out –

7.1.1 the standards to be met by the Employee; and

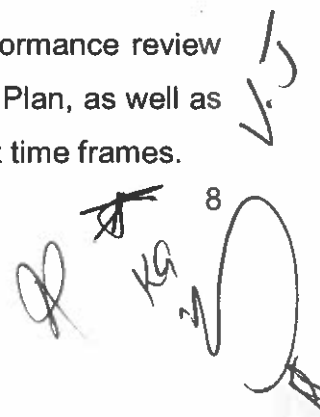
7.1.2 the intervals for the evaluation of the Employee's performance.

The employee will be reviewed on the following dates with the understanding that review in the third quarter may be verbal if performance is satisfactory:

EVALUATION	PERIOD	DATE
First Quarter	July 2022 – September 2022	Review date to be determined in line with 2023 Council Calendar of meetings
Second Quarter	July 2022 – December 2022	Review date to be determined in line with 2023 Council Calendar of meetings
Third Quarter	July 2022 – March 2023	Review date to be determined in line with 2023 Council Calendar of meetings
Fourth Quarter	July 2022 – June 2023	Review date to be determined in line with 2023 Council Calendar of meetings
Annual performance Evaluation	July 2022 – June 2023	Review date to be determined in line with 2023 Council Calendar of meetings

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

7.3 Personal growth and development needs identified during any performance review discussion, if any, must be documented in a Personal Development Plan, as well as the actions agreed to, and implementation must take place within set time frames.



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

7.5 The annual performance review shall involve:

7.5.1 Assessment of achievement of results, as outlined in the performance plan:

- (a) Each KPA shall be assessed according to the extent to which the specified standards and performance indicators have been met and with due regard to *ad hoc* tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale must be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to Clause 7.5.3 below) must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the Competency Framework Structure

- (a) Each competency outlined in the Competency Framework Structure should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale must be provided for each competency outlined in the Competency Framework Structure.
- (c) This rating should be multiplied by the weighting given to each competency outlined in the Competency Framework Structure during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to Clause 7.5.3) must then be used to add the scores and calculate a final competency score.

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7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator (see Section D). Such overall rating represents the outcome of the performance appraisal.

7.6 The assessment of the performance of the Employee shall be based on the following rating scale for KPAs and competencies outlined in the Competency Framework Structure

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 Performance Agreement and Performance Plan and has 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 per KPA and fully achieved all others throughout the year.					

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Level	Terminology	Description	Rating				
			1	2	3	4	5
3	Performance fully effective	Performance fully meets the standards expected in all areas of the position. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators, as specified in the Performance Agreement and Performance Plan.					
2	Performance 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 Performance Agreement 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 Performance Agreement 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 purposes of evaluating the performance of the **employee**, an evaluation panel constituted of the following persons must be established -

- (a) Executive Mayor;

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- (b) Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
- (c) Member of the Mayoral Committee;
- (d) Mayor and/or Municipal Manager from another Municipality; and
- (e) Member of a Ward Committee as nominated by the Executive Mayor.

7.8 The Executive Director responsible for the human resources function of the Municipality must provide secretariat services to the evaluation panel.

7.9 The Chief Operating Officer shall co-ordinate the performance management process including the evaluation, implementation and management of performance outcomes.

8. SCHEDULE FOR QUARTERLY PERFORMANCE REVIEWS

8.1 The Employer must conduct performance reviews on a quarterly basis during the financial year.

8.2 The Employer must keep a record of performance review meetings.

8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.

8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Section B from time to time for operational reasons. The Employee will be fully consulted before any such change is made.

8.5 The Employer may amend the provisions of Section B whenever the performance management system is adopted, implemented and/or amended, as the case may be, in which case the Employee will be fully consulted before any such change is made.

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8.6 The Employer shall within a reasonable period after each quarter deliver to the Employee a written report setting forth the results of the relevant assessment.

9. OBLIGATIONS OF EMPLOYER

9.1 The Employer must –

9.1.1 create an enabling environment to facilitate effective performance by the employee;

9.1.2 provide access to skills development and capacity building opportunities;

9.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

9.1.4 at the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 make available to the Employee such resources as the Employee may reasonably require from time to time to assist him in meeting the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will, amongst others –

10.1.1 have a direct effect on the performance of any of the Employee's functions;

10.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 have a substantial financial effect on the Employer.

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10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is reasonably practicable, to enable the Employee to take the necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance, as reflected in the table below.

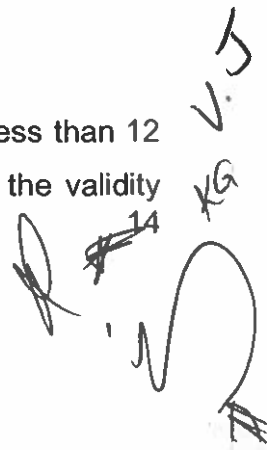
FINAL SCORE (%)	PERFORMANCE BONUS (%)
Less than 100%	Remedial Action
100% – 129 %	No Bonus
130% – 139%	5%
140% – 149%	9%
150% – 159%	10%
160% – 167%	14%

11.2 In the case of unacceptable performance, the Employer shall –

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

11.2.2 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 duties.

11.3 In the event where the validity period of the agreement is for a period less than 12 months or in the event of the Employee terminating his service during the validity

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period of this Agreement, performance will be evaluated for the portion during which he was employed and he will be evaluated to a pro-rata performance bonus based on his evaluated performance for the period of actual service.

12. DISPUTE RESOLUTION

12.1 If the Parties are in dispute, they will use their best endeavours to resolve the dispute through mediation. In the event of the Parties being unable to resolve the dispute by way of mediation, then the dispute between the parties will be determined in accordance with the arbitration procedures detailed below.

12.2 Unless otherwise provided for in this agreement, any dispute between the Parties hereto (and which dispute has previously been submitted to mediation without resolution) in regard to—

12.2.1 The interpretation of; or

12.2.2 The effect of; or

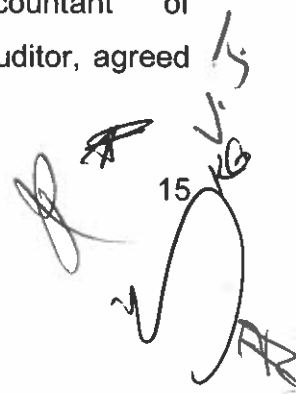
12.2.3 The carrying out of; or

12.2.4 Any other matter arising directly or indirectly out of this Agreement; shall be submitted to, and decided by arbitration.

12.3 The arbitration will be held in Port Elizabeth informally, but otherwise under the provisions of the Arbitration Act 1965, as amended from time to time, or any act passed in substitution for it, it being the intention that the arbitration will as far as possible be held and concluded within twenty-one (21) days after it has been demanded. All parties are entitled to be represented at the arbitration.

12.4 The arbitrator shall be, if the matter in dispute is: -

12.4.1 Primarily an accounting matter, an independent chartered accountant of not less than fifteen (15) years standing, practicing as a registered auditor, agreed upon between the Parties;



12.4.2 Primarily a legal matter, a practicing attorney of not less than fifteen (15) years' standing, or a Senior Counsel, agreed upon between the Parties;

12.4.3 Any other matter, an independent person agreed upon between the Parties.

12.5 If the Parties cannot agree whether any matter in dispute falls under Clauses 12.4.1 or 12.4.2 within seven (7) days, then that dispute will be submitted for decision in terms of Clause 12.4.3 above within seven (7) days after the Parties have so failed to agree, so that the arbitration can be held and concluded as far as possible within the period of twenty-one (21) days referred to above.

12.6 If the Parties are agreed as to whether any matter in dispute falls under clauses 12.4.1 or 12.4.2 above, or should a determination be made in terms of Clause 12.4.3 above, but fail to agree on the appointment of an arbitrator, such failure to agree shall be referred to the most senior executive officer of the association representing the particular profession concerned, and in the case of Clause 12.4.3 above, to the President for the time being of the Law Society of the Cape for the appointment of arbitrator.

12.7 The decision of the arbitrator will be final and binding upon all the Parties and shall be carried into effect and may be made an order of any competent court, including any decision regarding the costs of the arbitration that the arbitrator shall be empowered to make.

13. GENERAL

13.1 The contents of this agreement and the outcome of any review conducted in terms of Section B must be made available to the public by the Employer.

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13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

13.3 The annual performance evaluation results of the Senior Manager must be submitted to the MEC responsible for local government in the province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

SECTION B: PERFORMANCE PLAN

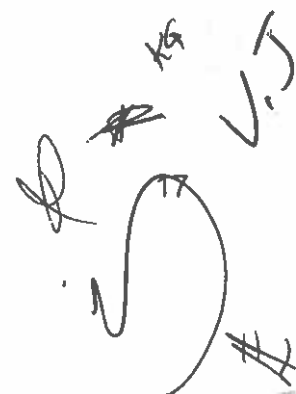
1. PURPOSE

This Performance Agreement defines Council's expectations of the Senior Manager's performance, of which the Performance Plan is a part. Section 57(5) of the Municipal Systems Act provides that performance objectives and targets must be based on key performance indicators, as set in the Municipality's Integrated Development Plan (IDP) and must be reviewed annually.

2. KEY RESPONSIBILITIES

The following objectives of local government inform the Senior Manager's performance against set performance indicators:

- 2.1 Provide democratic and accountable government for local communities.
- 2.2 Ensure the provision of services to communities in a sustainable manner.
- 2.3 Promote social and economic development.
- 2.4 Promote a safe and healthy environment.
- 2.5 Encourage the involvement of communities and community organizations in the matters of local government.



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3. KEY PERFORMANCE AREAS

The following Key Performance Areas (KPAs) as outlined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers (2006), Government Gazette No29089, inform the Integrated Development Plan, as well as the Competency Requirements outlined in Section C of this agreement:

- **KPA 1:** Basic Service Delivery
- **KPA 2:** Municipal Institutional Development and Transformation
- **KPA 3:** Local Economic Development
- **KPA 4:** Municipal Financial Viability and Management
- **KPA 5:** Good Governance and Public Participation

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IDP INDICATOR REFERENCE	SDBIP REFERENCE	NT REF / MSA REG REF	KEY PERFORMANCE AREA (KPA)	KEY PERFORMANCE ELEMENT	STRATEGIC OBJECTIVE	KPI NO	KEY PERFORMANCE INDICATOR	BASELINE (ANNUAL PERFORMANCE OF 2020/21 ESTIMATED)	2022/23 ANNUAL TARGET	TARGETS FOR 2022/23 PER QUARTER (ACCUMULATIVE)				VOTE NUMBER/ PROJECT ID	DESCRIPTION	RESOURCES ALLOCATED FOR 2022/23 PER QUARTER (ACCUMULATIVE)	RECOMMENDED PORTFOLIO OF EVIDENCE	RECOMMENDED INTERPRETATION OF RATING SCALE	WEIGHTING	TOTAL WEIGHTING	
1-64	1-68	N/A	KPA 1: BASIC SERVICE DELIVERY	FOCUS ON IMPROVING SERVICE DELIVERY	Take ownership and accountability for SDBIP performance	1	Percentage achievement of the KPIs reflected in the Municipality's SDBIP	51%	75%	75%	75%	75%	75%	Targets are informed by various Capital and Operating Budget projects		Quarterly SDBIP report Submission of report to EM	3. Above 80% achievement and/or qualitative motivation 4. Above 75% up to 80% achievement 3. 75% achievement 2. Below 75% down to 70% achievement 1. Below 70% achievement	40%	40%		
1-64	1-68	N/A	KPA 2: MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION	PERFORMANCE MANAGEMENT	Facilitate improved municipal capacity	2	Cascading the performance management system (to senior managers and other managers reporting to the City Manager)	In progress (Section 56 Managers performance agreements / plans concluded by 31 July 2020) 7/11 Section 56 Managers 2019/20 fourth quarter performance reviews conducted) 7/11 Section 56 Managers 2020/21 first and second quarter performance reviews conducted)	100% Cascaded to all reporting managers	2021/22 fourth quarter performance reviews conducted for reporting managers within the Office of the City Manager	2022/23 first quarter performance reviews conducted for reporting managers within the Office of the City Manager	2022/23 second quarter performance reviews conducted for reporting managers within the Office of the City Manager	2022/23 third quarter performance reviews conducted for reporting managers within the Office of the City Manager	No direct budget linked to Key Performance Indicator measurement		Section 56 Managers performance agreements Reporting managers performance review score sheets Agendas, Minutes and Attendance Registers Performance Reports	5. Early delivery of two or more of the quarterly targets set and / or qualitative motivation 4. Early delivery of any of the quarterly targets set and / or qualitative motivation reflected in this contract 3. Achievement of all annual targets as reflected in this contract 2. Late or non-delivery of any of the quarterly targets set 1. Late or non-delivery of two or more of the quarterly targets set	20%	20%		
28	66	N/A	KPA 2: MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION	PERFORMANCE MANAGEMENT	Implementing recommendations by the Auditor General	3	Percentage of key business processes with a supporting Standard Operating Procedure in place	100% by 30 September 2020	100% of SOPs in place by September 2022	100% of SOPs in place by September 2022	N/A	N/A	N/A	100% of SOPs in place by September 2022	No direct budget linked to Key Performance Indicator measurement		KPI Technical Description and SOPs	5. Qualitative Motivation 4. Qualitative Motivation 3. 100% 2. Any one of the SOPs not in place 1. Two or more SOPs not in place	20%	20%	
N/A	N/A	N/A	KPA 3: LOCAL ECONOMIC DEVELOPMENT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0%	0%	
N/A	N/A	N/A	KPA 4: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0%	0%

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SECTION C1 - COMPETENCY FRAMEWORK

In the below Competency Framework, "core competencies" are competencies that cut across all levels of work in a municipality and enhance contextualised leadership that guarantees service delivery impact; and "leading competencies" means competencies that are required to develop clear institutional strategy, initiate, drive and implement programs to achieve long-term sustainable and measurable service delivery performance results.

This competency framework replaces regulation 26(8) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006.

A person appointed as a senior manager must have the competencies as set out in this framework.

The competency framework consists of six leading competencies that communicate what is expected for effective performance in local government.

The competency framework further involves six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level.

There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance. All competencies must therefore be considered as measurable and critical in assessing the level of a senior manager's performance.

The competency framework is underscored by four (4) achievement levels that act as benchmark and minimum requirements for other human capital interventions, which are, recruitment and selection, learning and development, succession planning, and promotion.

The competencies that appear in the competency framework are detailed as follows:-

SECTION B1 - COMPETENCY FRAMEWORK STRUCTURE

LEADING COMPETENCIES	DEFINITION	WEIGHTING	ACHIEVEMENT LEVELS AND INTERPRETATION OF RATING			
			BASIC SCORE OF 1 OR 2	COMPETENT 3	ADVANCED 4	SUPERIOR 5
1 Strategic direction and leadership	Provide and direct a vision for the institution, inspire and deploy others to deliver on the strategic institutional mandate.	20	<ul style="list-style-type: none"> Understand institutional and departmental strategic objectives, but lacks the ability to inspire others to achieve set mandate. Describe how specific tasks link to institutional strategies but has limited influence in directing strategy. Has basic a understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole. Demonstrate a basic understanding of decision key makers. 	<ul style="list-style-type: none"> Give direction a team in realising the institution's strategic mandate and set objectives. Has a positive impact and influence on the morale, engagement and participation of team members. Develop actions plans to execute and guide strategy implementation. Assist defining in performance measures to monitor the progress and effectiveness of the institution. Displays an of awareness institutional structures and political factors. Effectively communicate barriers of execution to relevant parties. Provide guidance to all stakeholders in the achievement of the strategic mandate. Understand the aim and objectives of the institution and relate it to own work. 	<ul style="list-style-type: none"> Evaluate all activities to determine value and alignment to strategic intent. Display in-depth knowledge and understanding of strategic planning. Align strategy and goals across all functional areas. Actively define performance measures to monitor the progress and effectiveness of the institution. Consistently challenge strategic plans to ensure relevance. Understand institutional structures and political factors, and the consequences of actions. Empower others to follow strategic direction and deal with complex situations. Guide the institution through complex and ambiguous concern of. Use understanding power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances. 	<ul style="list-style-type: none"> Structure and position the institution to local government priorities. Actively use in-depth knowledge and understanding to develop and implement comprehensive and institutional framework. Hold self accountable for strategy execution and results. Provide impact and influence through building and maintaining strategic relationships. Create an environment that facilitates loyalty and innovation Display a superior level of self discipline and integrity in actions. Integrate various systems into a collective whole to optimise institutional performance management. Uses understanding of competing interests to manoeuvre successfully to a win/win outcome.
Strategic Planning and management						
Organisational Awareness						

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LEADING COMPETENCIES		DEFINITION	WEIGHTING	ACHIEVEMENT LEVELS AND INTERPRETATION OF RATING			
				BASIC	COMPETENT	ADVANCED	SUPERIOR
2	People management Human capital Planning and development Diversity Management Employee Relations Management Negotiation and Dispute Management	Effectively manager, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives.	25%	SCORE OF 1 OR 2	3	4	5
				Participate in team goal setting and problem solving.	Identify to increase team contribution and responsibility.	Identify ineffective team and work processes and recommend remedial interventions.	Develop and incorporate best practice people management processes, approaches and across the tools institution.
				Interact and collaborate with people of diverse backgrounds.	Respect and support the diverse nature of others and be aware of the benefits of a diverse approach.	Recognise and reward effective and desired behaviour.	Foster a culture of discipline, responsibility and accountability.
				Aware of guidelines for employee development, but requires support in implementing development initiatives.	Effectively delegate tasks empower and others to increase contribution and execute functions optimally.	Provide mentoring and guidance to others in order to increase personal effectiveness	Understand the impact of diversity performance in and actively incorporate a diversity strategy in the institution.
3	Program and Project Management Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation	Able to understand program and project management methodology; plan, monitor, manage, and evaluate specific activities in order to deliver on set objectives.	25%	Initiate projects after approval from higher authorities.	Establish broad stakeholder involvement and communicate the project status and key milestones.	Manage multiple programs and balance priorities conflicts and according to institutional goals.	Understand and conceptualise the long-term implications of desired project outcomes.
				Understand procedures of program and project management methodology, implications and stakeholder involvement.	Define the roles and responsibilities of the project team create and clarity around expectations balance.	Apply effective risk management strategies through impact assessment and resource requirements.	Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives.
				Understand the rational of projects relation to the in institution's strategic objectives.	Find a between project deadline and the quality of deliverables.	Modify project scope budget when and required without compromising the quality and objectives of the project involve top-level authorities and relevant stakeholders in seeking project buy in.	Consider and initiate projects that focus on achievement of the long-term objectives.
				Document and communicate factors and risk associated with own work.	Identify appropriate project resources to facilitate the effective completion of the deliverables.	Identify and apply contemporary project management methodology influence and motivate project team deliver to exceptional results.	Influence people positions of in authority to implement outcomes of projects.
		Use results and approaches of successful project implementation as guide.	Comply with statutory requirements and apply policies in a consistent manner	Identify and apply contemporary project management methodology influence and motivate project team deliver to exceptional results.	Lead and direct translation of policy into workable actions plans.	Ensure that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed.	

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LEADING COMPETENCIES		DEFINITION	WEIGHTING	ACHIEVEMENT LEVELS AND INTERPRETATION OF RATING			
				BASIC SCORE OF 1 OR 2	COMPETENT 3	ADVANCED 4	SUPERIOR 5
6	Governance Leadership Policy Formulation Risk and Compliance Management Cooperative Governance	<p>Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships.</p>	<p>100%</p>	<ul style="list-style-type: none"> Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements. Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders. Provide input into policy formulation. 	<ul style="list-style-type: none"> Display a thorough understanding of governance and risk and compliance factors and implement plans to address these. Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution. Actively drive policy formulation within the institution to ensure the achievement of objectives. 	<ul style="list-style-type: none"> Able to link risk initiatives into key institutional objectives and drivers identify, analyse and measure risk, create valid risk forecasts, and map risk profiles. Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives. Demonstrate a thorough understanding of risk retention plans identify and implement comprehensive risk management systems and processes. Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement. 	<ul style="list-style-type: none"> Demonstrate a high level of commitment in complying with governance requirements and implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework. Able to advise Local Government on risk management strategies, best practice interventions and compliance management. Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government. Able to shape, direct and drive the formulation of policies on a macro level.




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CORE COMPETENCIES		ACHIEVEMENT LEVELS AND INTERPRETATION OF RATING			
		BASIC SCORE OF 1 OR 2	COMPETENT 3	ADVANCED 4	SUPERIOR 5
7	Moral Competency Able to identify moral triggers, apply moral reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence.	<ul style="list-style-type: none"> Realise the impact of acting with integrity, but requires guidance and development in implementing principles. Follow the basic rules and regulations of the institution. Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent. 	<ul style="list-style-type: none"> Conduct self in alignment with the values of Local Government and the institution. Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver. Actively report fraudulent activity and corruption within local government. Understand and honour the confidential nature of matters without seeking personal gain. Able to deal with situations of conflict of interest promptly and in the best interest of local government. 	<ul style="list-style-type: none"> Identify, develop, and apply measures of self correction. Able to gain trust and respect through aligning actions with commitments. Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders. Present values, beliefs and ideas that are congruent with the institution's rules and regulations. Takes an active stance against corruption and dishonesty when noted. Actively promote the value of the institution to internal and external stakeholders. Able to work in unity with a team and not seek personal gain. Apply universal moral principles consistently to achieve moral decisions. 	<ul style="list-style-type: none"> Create an environment conducive of moral practices. Actively develop and implement measures to combat fraud and corruption. Set integrity standards and shared accountability measures across the institution to support the objectives of local government. Take responsibility for own actions and decisions, even if the consequences are unfavourable.
8	Planning and Organising Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficiency contingency plans to manage risk.	<ul style="list-style-type: none"> Able to follow basic plans and organise tasks around set objectives. Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans. Able to follow existing plans and ensure that objectives are met. Focus on short term objectives in developing plans and actions. Arrange information and resources required for a task, but require further structure and organisation. 	<ul style="list-style-type: none"> Actively and appropriately organise information and resources required for a task. Recognise the urgency and importance of tasks. Balance short and long-term plans and goal and incorporate into the team's performance objectives. Schedule tasks to ensure they are performed within budget and with efficient use of time and resources. Measures progress and monitor performance at results. 	<ul style="list-style-type: none"> Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities, and assign appropriate resources for successful implementation. Identify in advance required stages and actions to complete tasks and projects. Schedule realistic timelines, objectives and milestones for tasks and projects. Produce clear, detailed and comprehensive plans to achieve institutional objectives. Identify possible risk factors and design and implement appropriate contingency plans. Adapt plans in light of changing circumstances. Prioritise tasks and projects according to their relevant urgency and importance. 	<ul style="list-style-type: none"> Focus on broad strategies and initiatives when developing plans and actions. Able to project and forecast short, medium and long term requirements of the institution and local government. Translate policy into relevant projects to facilitate the achievement of institutional objectives.




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ACHIEVEMENT LEVELS AND INTERPRETATION OF RATING					
CORE COMPETENCIES	WEIGHTING	BASIC	COMPETENT	ADVANCED	SUPERIOR
		SCORE OF 1 OR 2	3	4	5
9 Analysis and Innovation	20%	<ul style="list-style-type: none"> Understand the basic operation of analysis, but lack detail and thoroughness. Able to balance independent analysis with requesting assistance from others. Recommend new ways to perform tasks within own function. Propose simple, remedial interventions that marginally challenge the status quo. Listen to the ideas and perspective of others and explore opportunities to enhance such innovative thinking. 	<ul style="list-style-type: none"> Demonstrate logical problem solving techniques and approaches and provide rationale for recommendations. Demonstrate objectivity, insight and thoroughness when analysing problems. Able to break down complex problems into manageable parts and identify solutions. Consult internal and external stakeholders on opportunities to improve processes and service delivery. Clearly communicates the benefits of new opportunities and innovative solutions to application stakeholders. Continuously identify opportunities to enhance internal processes. Identify and analyses opportunities conducive to innovation approaches and propose remedial intervention. 	<ul style="list-style-type: none"> Coaches team members on analytical and innovative approaches and techniques. Engage with appropriate individuals in analysing and resolving complex problems. Identify solutions in various area in the institution. Formulate and implement new ideas throughout the institution. Able to gain approval and buy in for proposed interventions from relevant stakeholders. Identify trends and best practices in processes approach. Be a thought leader on innovative customer service delivery, and process optimisation. Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences. 	<ul style="list-style-type: none"> Demonstrate complex analytical and problem solving approaches and techniques. Create an environment conducive to analytical and fact-based problem solving. Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence. Create an environment that fosters innovative thinking and follows a learning organisation approach. Be a thought leader on innovative customer service delivery, and process optimisation. Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences.
10 Knowledge and Information Management	20%	<ul style="list-style-type: none"> Collect, categorise and track relevant information required for specific tasks and projects. Analyse and interpret information to draw conclusions. Seek new sources of information to increase knowledge base. Regularly share information and knowledge with internal stakeholders and team members. 	<ul style="list-style-type: none"> Use appropriate information systems and technology to manage intuitional knowledge and information. Evaluate data from various sources and use information effectively to influence decisions and provide solutions. Actively create mechanisms and structures for sharing of information. Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency. 	<ul style="list-style-type: none"> Effectively predict future information and knowledge management requirements. Develop standards and processes to meet future knowledge management needs. Share and promote best practice knowledge management across various institutions. Establish accurate measures and monitoring systems for knowledge and information management. Create a culture conducive of learning and knowledge sharing. Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches 	<ul style="list-style-type: none"> Create and support a vision and culture where team members are empowered to seek, gain and share knowledge. Establish partnerships across local government to facilitate knowledge management. Demonstrate a mature approach to knowledge and information sharing with an abundance and assistance approach. Recognise and exploit knowledge points in interactions with internal and external stakeholders



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CORE COMPETENCIES		ACHIEVEMENT LEVELS AND INTERPRETATION OF RATING				
		WEIGHTING	BASIC SCORE OF 1 OR 2	COMPETENT 3	ADVANCED 4	SUPERIOR 5
11	Communication Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.	20%	<ul style="list-style-type: none"> Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools. Express ideas in a clear and focused manner, but does not always take the needs of the audience into consideration. Disseminate and convey information and knowledge adequately. 	<ul style="list-style-type: none"> Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating. Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs. Adapt communication content and style to suit the audience and facilitate optimal information transfer. Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders. Compile clear, focused, concise and well-structured written documents 	<ul style="list-style-type: none"> Effectively communicate high risk and sensitive matters to relevant stakeholders. Develop a well defined communication strategy Balance political perspectives with institutional needs when communicating viewpoints on complex issues. Able to effectively direct negotiations around complex matters and arrive at a win-win situation that promotes Batho Pele principles Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution. Able to communicate with the media with high levels of moral competence and discipline. 	<ul style="list-style-type: none"> Regarded as a specialist in negotiations and representing the institution Able to inspire and motivate others through positive communication that is impactful and relevant. Creates an environment conducive to transparent and productive communication and critical and appreciative conversations. Able to coordinate negotiations at different levels within local government and externally.
12	Results and Quality Focus Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.	20%	<ul style="list-style-type: none"> Understand quality of work but requires guidance in attending to important matters. Show a basic commitment to achieving the correct results Produce the minimum level of results required in the role. Produce outcomes that is of a good standard. Focus on the quantity of output but requires development in incorporating the quality of work. Produce quality work in general circumstances, but fails to meet expectation when under pressure. 	<ul style="list-style-type: none"> Focus on high priority actions and does not become distracted by lower-priority activities. Display firm commitment and pride in achieving the correct results Set quality standards and design processes and tasks around achieving set standards. Produce output of high quality Able to balance the quantity and quality of results in order to achieve objectives. Monitors progress, quality of work, and use of resources; provide status updates and make adjustments as needed. 	<ul style="list-style-type: none"> Consistently verify own standards and outcomes to ensure quality output Focus on the end result and avoids being distracted Demonstrate a determined and committed approach to achieving results and quality standards Follow task and projects through to completion Set challenging goals and objectives to self and team and display commitment to achieving expectations. Maintain a focus on quality outputs when placed under pressure Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution. 	<ul style="list-style-type: none"> Coach and guide others to exceed quality standards and results Develop challenging, client-focused goals and sets high standards for personal performance. Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required Work with team to set ambitious and challenging team goals, communicating long- and short term expectations Take appropriate risks to accomplish goals. Overcome setbacks and adjust action plans to realise goals. Focus people on critical activities that yield a high impact.
TOTAL PERCENTAGE		100%				



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SECTION C2: MUNICIPAL COMPETENCY LEVEL (ACCOUNTING OFFICER OF MUNICIPALITY)

C2.1 General competency levels for accounting officers-

(1) The accounting officer of a municipality must generally have the skills, experience and capacity to assume and fulfil the responsibilities and exercise the functions and powers assigned in terms of the Municipal Finance Management Act to the accounting officer of a municipality.

(2) A accounting officer must note that specific financial management responsibilities, functions and powers are entrusted by the Act to accounting officers and that any failure to comply with these may constitute financial misconduct.

C2.2. Minimum competency levels for accounting officers-

The accounting officer of a municipality must comply with the minimum competency levels required for higher education qualification, work related experience, core managerial and occupational competencies and be competent in the unit standards prescribed for financial and supply chain management competency areas as set out below:-

MINIMUM COMPETENCY LEVELS FOR ACCOUNTING OFFICERS

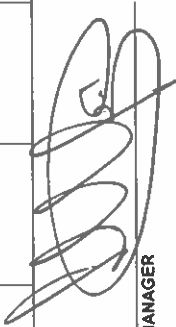
Description	All Municipalities		
Higher Education Qualification	At least NQF Level 6		
	or		
	Certificate in Municipal Financial Management (SAQA Qualification ID No.48965)		
Work-Related Experience	Minimum of 5 years at senior management level		
Core Managerial and Occupational Competencies	As described in the performance regulations (2014)		
Financial and Supply Chain management Competency Areas:	Required Minimum Competency Level in Unit Standards		
	SAQA US ID	UNIT STANDARD TITLE	Competent/ Not yet Competent
Strategic leadership and management	116358	Contribute to the strategic planning process in a South African municipality	Competent
Strategic financial management	116361	Interpret South African legislation and policy affecting municipal financial management	Competent
	116342	Apply approaches to managing municipal income and expenditure within a multi-year framework	Competent
	116362	Manage a municipality's assets and liabilities	Competent
Operational financial management	116345	Apply the principles of budgeting within a municipality	Competent
	119352	Apply principles of information systems to public finance and administration	Competent
	119341	Apply cost management information systems in the preparation of management reports	Competent
	119331	Conduct working capital management activities in accordance with sound financial management policy	Competent
	116364	Plan a municipal budgeting and reporting cycle	Competent
Governance, ethics and values in financial management	116343	Apply the principles of ethics in a municipal environment	Competent
Financial and performance reporting	116363	Prepare and analyse municipal financial reports	Competent
	119350	Apply accounting principles and procedures in the preparation of reports and decision making	Competent
	119348	Apply selected GRAP (Generally Recognised Accounting Practices) to periodic accounting reporting process	Competent
	116341	Conduct performance management to a South African municipal environment	Competent
Risk and change management	116339	Apply risk management in South African municipalities	Competent
Legislation, policy and implementation	119334	Discuss the selected legislative regulatory framework governing the public sector management and administration environment	Competent
Stakeholder relations	116348	Conduct stakeholder consultation around municipal finance programmes	Competent
Supply Chain Management	116353	Discuss the selected legislative regulatory framework governing the public sector management and administration environment	Competent

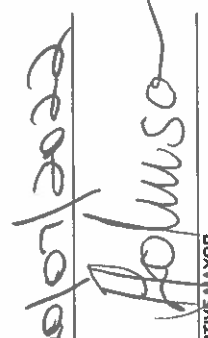
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SECTION E: PERSONAL DEVELOPMENT / TRAINING PLAN

MAN NO	DESIGNATION	FULL NAME (NOT INITIALS)	SURNAME	ID NUMBER	OCCUPATIONAL LEVEL	NUMBER	TYPE OF INTERVENTION REQUIRED <small>(i.e. skills programme/ workshop/ learnership/ RPL/ trade test)</small>	NAME OF COURSE	ACTUAL COURSE DATE		NOF LEVEL <small>(if APPLICABLE)</small>	SUB-DIRECTORATE / DIVISION	TRAINING PROVIDER	TRAINING PROVIDER ACCREDITATION NUMBER	TRAINING PROVIDER CONTACT DETAILS	IS THE TRAINING PROVIDER PUBLIC / PRIVATE	ESTIMATED COST OF TRAINING
									START DATE	END DATE							
	City Manager	Noxolo	Nqwazi		Managers	1											
						2											
						3											
						4											

The PDP will be populated, if necessary, during the quarterly performance reviews.


CITY MANAGER


EXECUTIVE MAYOR

DATE: 20/7/22

SECTION F: SIGNATURE PAGE

I, Noxolo Nqwazi, appointed to the position of City Manager of Nelson Mandela Bay Municipality for the 2022/23 financial year, herewith accept full responsibility and accountability for the deliverables assigned to me in this contract during the period in which I assume the appointment.

This serves to confirm that this document is a true reflection of the deliberations held between the Executive Mayor and myself on the required performance standards and time-lines reflected in this contract in relation to the position of City Manager.


This further serves to confirm that I will set out to achieve the competencies as prescribed in the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, 2014; and to adhere to the competencies as prescribed by the Municipal Regulations on Minimum Competency Levels, 2007 as stipulated in Section C of this agreement.

This performance contract will terminate on the same date my acting appointment or contract of employment terminates, for any reason.

Thus done and signed at PORT ELIZABETH on 20 July 2022


CITY MANAGER

AS WITNESSES

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2. 


EXECUTIVE MAYOR

AS WITNESSES

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