

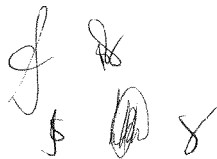
- (3) In the case of unacceptable performance, the Employer–
- (a) must provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
  - (b) may, after appropriate performance counselling and having provided the necessary guidance and support as well as reasonable time for improvement in performance, consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

### DISPUTE RESOLUTION

11. (1) Any disputes about the nature or content of the Employee's Performance Agreement, must be mediated by –
- (a) the Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee.
  - (b) any person designated by the Executive Mayor
- (2) Any disputes about the outcome of the Employee's performance evaluation, must be mediated by–
- (a) the Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee.
  - (b) any person designated by the Executive Mayor, provided that the person was not part of the evaluation panel contemplated in regulation 27(4)(e) of the Regulations,
- (3) The decision of the Mediator contemplated in sub-clauses (1) and (2) will be final and binding on both parties.

### GENERAL

12. (1) The Employer must make the contents of this Agreement and the outcome of any review conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.
- (2) Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his or her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Handwritten signatures and initials, including a large stylized signature, a smaller signature, and several initials.

Thus done and signed at East London on this  
the 24 day of June 2008.

AS WITNESSES:

1. [Signature]

[Signature]  
Employee

2. [Signature]

Thus done and signed at East London on this  
the 24 day of June 2008.

AS WITNESSES:

1. [Signature]

[Signature]  
Municipal Manager

2. [Signature]

Individual Performance Scorecard 2008-2009										APPENDIX A							
Director: Planning and Economic Development C. Sam																	
Position Purpose:																	
To provide strategic direction to the Municipality with regards to development issues and to ensure the development of BCVA (vision and goals) in support of effective and efficient management of planning and economic development																	
SEA	Service Policy Objective	Key/ Sub-Obj Reference Codes	Indicators	Indicator Type	Measurement Source	Frequency	Baseline	Target 99/99	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Indicator Weight	Reason for Deviation / Barrier	Weighting	Score	Review
	To provide services to the public on the basis of a transparent and fair process in terms of the Municipal Building Regulations	BCM1	Number of days building plans approved	Process	Approved building plans	Annually	28 days	21 days	21 days	21 days	21 days	21 days	10%				
	To increase the number of building approvals	BCM4	% increase in the number of building plans approved	Outcome	Annual Report	Annually	10%	10%	2.5%	5%	7.5%	10%					
	To facilitate and implement an integrated Transport Plan		Transport projects completed	Output	Renewal report to ward	Annually	8%	15%	15%	20%	15%	15%	15%				
	To develop and implement Public Transport Plan	BCM5	Programme completion of a Public Transport Plan	Output	Renewal report to ward	Annually	8%	15%	15%	20%	15%	15%	15%				
	To support development within investment and development areas	IA S1	% increase in the number of public & private investment in development areas	Output	Renewal report to ward	Annually	R150m	R150m	R150m	R150m	R150m	R150m	R150m				
Blue Service Delivery	To provide efficient, proactive and management of municipal properties & land	IA S5	Investment in the disposal of municipal properties	Output	Annual Report	Annually	10%	12%	4%	4%	8%	12%	12%				

NPA	Service Delivery Objective	IDP / SDBEP Reference Codes	Indicators	Indicator Type	Measurement Source	Frequency	Baseline	Target 08/09	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Indicator Owner	Highlights	Reason for Deviation / Barriers	Score				
									1	2	3	4				5	1	2	3	4
Local Economic Development	BCM 3 To assist in the development of the local economy and support the growth of small businesses, through providing technical assistance, training, and financial support to small businesses, and to assist in the development of the local economy through providing technical assistance, training, and financial support to small businesses.	1A37	No. of strategic small businesses registered and supported	Output	Direct of Sales/ Title Deeds Dept	Annually	0	3	0	1	1	3								
		1A37	No. of strategic small businesses registered and supported	Output	Direct of transfer/ Title Deeds Dept	Annually	0	4	0	2	3	5								
				Number of strategic small businesses upgraded	Outcome	Annual Report	Annually	6	6	1	2	3	5							
			1A37	% of public sector (Council owned) services transferred to beneficiaries	Output	Annual Report	Annually	20%	30%	5%	10%	20%	30%							
		To provide for a cost effective and efficient municipal market	ED6	Number of emerging Market at the EL, EP and Produce Market	Output	Signed contracts	Quarterly	0	1	0	0	0	1							
		To increase trade and investments in BCM	ED4	Real Increase of Investments in BCM	Output	Annual Reports from A BCDM and BCD	Annually	0	R400m	R0m	R200m	R300m	R400m							
	To address the support of the SME sector	ED7	% increase in the number of SME Cooperatives	Output	Management Report	Quarterly	8%	10%	5%	7%	9%	10%								
	Number of visitors visiting BCM	ED8	% increase in the number of visitors visiting BCM	Output	Management Report	Quarterly	2%	3%	2%	2.5%	2.5%	3%								

KPI	Service Objective	IDY / SOBP Reference Codes	Indicators	Indicator Type	Measurement Source	Frequency	Baseline	Target 08/09	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Individual Score	Weighting	Reason for Deviation / Barriers	Score				
									66%	80%	100%	100%				1	2	3	4	5
Resiliency and Transformation	To provide a Civic Center for the Municipality	BOMTRICH	% completion of architectural drawings and signed contract	Input	Approved architectural drawings and signed contract	Annually	0	100%	66%	80%	100%	100%								
			BOMTRICH	% completion of architectural drawings and signed contract	Output	Project Report	Annually	0	15%	0%	2%	4%	10%							
Municipal Administration & Management	All grant/capital initiatives to be completed in the financial year	4512	% cases spent	Output	Financial Management Report	Quarterly	43%	85%	20%	50%	85%									
			1872/3	% reduction in the number of cases per ACP Report	Input	Auditor General's Report	Annually	34%	65%	0%	0%	6%	6%							
Resiliency and Transformation	Ensure compliance with the Occupational Health and Safety Act	4512	% attendance with the Occupational Health and Safety Act	Input	OSAP Compliance Register	Annually	80%	100%	85%	70%	100%									
			1872/3	% reduction in the number of cases on duty	Process	Report from the Municipality's Safety Officer	Quarterly	80%	95%	90%	90%	9%	10%							
Resiliency and Transformation	Ensure compliance with the Occupational Health and Safety Act	4512	% reduction in the number of cases on duty	Output	OSAP Report	Quarterly	15%	6%	3%	4%	10%	10%								
			1872/3	% reduction in the number of cases on duty	Input	Management report	Quarterly	0%	30%	10%	20%	28%								

*Jan*  
24-06-08



# PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

**THE BUFFALO CITY MUNICIPALITY**

Herein represented by

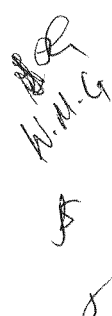
**Mr. G.G. Sharpley**

In his duly authorised capacity as Municipal Manager

AND

**Mrs. W. Maqkeza-Galada**

In her capacity as the Director: Community Services of Buffalo City  
Municipality

  
W.M.G.  
SA  
J

**WHEREAS:**

- A. The Employer has entered into a Agreement of Employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000);
- B. Section 57(1)(b) of the Local Government: Municipal Systems Act, 2000, read with the Memorandum of Agreement of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement within ninety days of assumption of duty, and renew it annually within one month of the commencement of the beginning of the financial year;
- C. The parties must 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 as defined in the municipal Integrated Development Plan; and
- D. The parties must ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Local Government: Municipal Systems Act, 2000,

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**INTERPRETATION AND DEFINITIONS**

1 In this Agreement, unless the context indicates otherwise--

- (a) an expression, which denotes any gender, includes the other genders, a natural person includes an judicial person and vice versa, and the singular includes the plural and vice versa;
- (b) clause headings are for convenience only and will not be used in its interpretation, and the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings--

"**agreement**" means this Performance Agreement and all the Appendices hereto;

"**Employee**" means Mrs. W. Mapekeza-Galada;

"**MEC**" means the Member of the Eastern Cape Executive Council responsible for local government;

"**MFMA**" means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

*W.M.G.*  
*W.M.G.*  
*W.M.G.*

**"Municipality"** means the Buffalo City Municipality, established in terms of Structures Act;

**"parties"** means the Municipality and the Employee;

**"Regulations"** means the Local Government: Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, promulgated in the Government Gazette as Regulation Notice 805 on 1 August 2006;

**"Structures Act"** means the Local Government: Municipal Structures Act, 2000 (Act No. 117 of 1998); and

**"Systems Act"** means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), and the Regulations promulgated in terms of the Act;

(c) words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause; and

(d) this agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

## PURPOSE OF THIS AGREEMENT

2. The purpose of this Agreement is to –

- (a) 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;
- (b) communicate the Employer's performance expectations and accountabilities to the Employee, by specifying objectives and targets as defined in the Integrated Development Plan, the Service Delivery and Budget Implementation Plan and the Budget of the municipality;
- (c) specify accountabilities as set out in the Performance Plan, which must be in a format substantially compliant with Appendix "A";
- (d) monitor and measure performance against set targeted outputs;
- (e) use this Agreement and the Performance Plan as the basis for assessing the performance of the Employee and to establish whether the Employee has met the performance expectations applicable to the position; and
- (f) appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance.

*W.M.G.*  
8

## COMMENCEMENT AND DURATION

- 3.(1) This Agreement will commence on **1 July 2008** and will remain in force until **30 June 2009**, whereafter a new Agreement, Performance Plan and Personal Development Plan must be concluded between the parties for each of the following financial years or any portion thereof for the duration of the Contract of Employment.
- (2) This Agreement will terminate on the termination of the Employee's employment for any reason whatsoever.
- (3) The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- (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 contents of this Agreement are no longer appropriate, the contents must immediately be revised.
- (5) Any significant amendments or deviations must take cognisance of the requirements of sections 34 and 42 of the Systems Act, and regulation 4(5) of the Regulations.

## PERFORMANCE OBJECTIVES

4. (1) The Performance Plan must set out the—
- the performance objectives and targets that must be met by the Employee; and
  - the time frames within which those performance objectives and targets must be met.
- (2) The performance objectives and targets reflected in the Performance Plan must—
- be set by the Employer in consultation with the Employee;
  - be based on the Integrated Development Plan and Budget of the Employer; and
  - include key objectives, performance indicators, target dates and weightings.
- (3) It is agreed that—
- the key objectives must describe the main tasks that must be performed by the Employee;
  - the key performance indicators provide the details of the evidence that must be provided to indicate that a key objective has been achieved;

*W. M. G.*  
*W. M. G.*  
*W. M. G.*