Buffalo City Metropolitan Municipality

Performance Agreement

HEAD OF DIRECTORATE: SPATIAL PLANNING AND DEVELOPMENT



2022/2023

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PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR NCEBA NCUNYANA

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

AND

MS NONCEBA MBALI-MAJENG

In her capacity as Head of Directorate: Spatial Planning and Development

FOR THE

FINANCIAL YEAR 1 JULY 2022 - 30 JUNE 2023

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

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

and

Ms Nonceba Mbali-Majeng, in her capacity as Head of Directorate: Development and Spatial Planning an Employee of the Buffalo City Metropolitan Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1. The Employer has entered into a contract of employment with the Employee. The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, requires the parties to conclude an annual Performance Agreement.
- 1.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to -

- 2.1. Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act;
- 2.2. Specify objectives and targets established for the Employee and communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3. Specify accountabilities as set out in the Performance Plan (Annexure A;
- 2.4. Monitor and measure performance against set targeted outputs;
- 2.5. Use the Performance Agreement and Performance Plan as the basis

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- for assessing whether the Employee has met the performance expectations applicable to the position;
- 2.6. Reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence on the 1 July 2022 and will remain in force until the 30 June 2023.
- 3.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3. This Agreement will terminate on the termination of the Employee's employment for any reason or period of acting as the case may be.
- 3.4. The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1. The Performance Plan (Annexure A) sets out –
- 4.1.1 the performance objectives and targets that must be met by the Employee; and
- 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, the Service Delivery and Budget Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.

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- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee hereby agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the Strategic Outcomes (SO's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 5.2 The Employee hereby accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

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

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

| MGDS/IDP/SDBIP Strategic Outcomes (SO's) | Weighting |
|--|-----------|
| An innovative and productive city | 0% |
| A green city | 0% |
| A connected city | 60% |
| A spatially transformed city | 40% |
| A well governed city | 0% |
| Total | 100% |

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

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

Table 1: Core Competency Requirements from Regulations (2014)

| LEADING COMPETENCIES | | Achievement Levels | Weight (%) | HOD's Achievement Level | CM's Score Level |
|---|--|--|------------|-------------------------------|---------------------|
| Strategic Direction and Leadership | Impact and Influence Institutional Performance Management Strategic Planning and Management Organisational Awareness | Basic Competent Advanced Superior | 12% | A | |
| Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management | Basic Competent Advanced | | | | |
| | Employee Relations Management Negotiation and Dispute | Superior | 12% | | |

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| Programme and Project Management | Program and Project Planning and Implementation Service Delivery Management Program ad Project Monitoring and Evaluation | Basic Competent Advanced Superior | 12% | | |
|--|--|--|--------|----------------------|------------|
| Financial Management | Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring | Basic Competent Advanced Superior | 10% | | |
| Change Leadership | Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation | Basic Competent Advanced Superior | 9% | | |
| Governance Leadership | Policy Formulation Risk and Compliance Management Cooperative Governance | Basic Competent Advanced Superior | 9% | | |
| | CORE CO | OMPETENCIES: | | | |
| | 3312 31 | Achievement | Weight | HOD's | CM's Score |
| | | Levels | (%) | Achievement Level | Level |
| Moral Competence | | Basic Competent Advanced Superior | 6% | | |
| Planning and Organ | ising | Basic Competent Advanced Superior | 6% | | |
| Analysis and Innova | Basic Competent Advanced Superior | 6% | | | |
| Knowledge and Info | Basic Competent Advanced Superior | 6% | | | |
| Communication | Basic Competent Advanced Superior | 6% | | | |
| Results and Quality | Basic Competent Advanced Superior | 6% | | | |

| Total | 100% | |
|-------|------|--|
| | | |

6.4. Achievement Level Descriptions

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

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

7 EVALUATING PERFORMANCE

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

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- 7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;
- (a) Each Strategic Outcome (SO) will be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the Strategic Outcome.
- (b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

7.5.2. Assessment of the CCR's

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

7.5.3. An overall rating

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

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

| Level | Terminology | Description | | Rating | | | | | |
|-------------------|-------------------------|--|---|--------|---|---|--|--|--|
| Level Terminology | Description | 1 | 2 | 3 | 4 | 5 | | | |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | | | | | | | |

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| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | |
|---|---|---|---|
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | |
| 1 | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | , |

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

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 guarter may be verbal if performance is satisfactory:

First quarter

July - September 2022 (October 2022)

Second quarter

October - December 2022 (January 2023)

Third quarter

January - March 2023 (April 2023)

Fourth quarter

April - June 2023 (July 2023)

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

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

- 10.1. The Employer shall and agrees to -
- 10.1.1. Create an enabling environment to facilitate effective performance by the Employee;
- 10.1.2. Provide access to skills development and capacity building opportunities;
- 10.1.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement;

and

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

11. CONSULTATION

- 11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others,
 - 11.1.1. A direct impact on the performance of any of the Employee's functions;
 - 11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.
- 11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1. The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.
- 12.4. In the case of unacceptable performance, the Employer shall-
- 12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.4.2. after appropriate performance counselling, and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his /

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her duties.

13. DISPUTE RESOLUTION

- 13.1 **Any** disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –
- 13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2. Any other person appointed by the Executive Mayor.
- 13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

AS WITNESSES:

- 14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.
- 14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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

1. Nonceba Mbalt-Majeng (Employee)

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Thus done and signed at East London on the $\frac{28}{}$ day of June 2022.

AS WITNESSES:

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Nceba Ncunyana (Acting City Manager)

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TR1.1/CC14 TR1.1/CC15 TR7.1/CC11 TR3.11 TR1.2/CC7 TR1.21 Transmy Transmy Silversouth Number of Taxl Embayments constructed Number of public transport facilities rehabilitated Number of speed humps constructed Number of pedestrian bridges constructed Number of weekday scheduled municipal bus passenger trips Length of Non Motorised Transport paths built (km) Upgrading of Public Transport Facilities Construction of 3 (Wards 18, 20, Taxl
Embayments traffic calming measures Bridge Design and Implementation Municipal Bus Service Construction of 2.36 km (Ward 25, 3km Sidewalks 34, 41, 44 & 45) 1 (Ward 37-rt Market Square Text Rank) 3 (Wards 16, 31, 1 (Ward 5) 1030 3 (Wards 20,27, & 44) 1 (Ward 47 - Ebuhlanti) 1030 A/N N/A 0.5km N 260 Internal Completion Cartificate N/A N/A Monthly Summary Sheet NA Invoice STRUCTURE OF A PARTNEY AND SHIPE OF STRUCTURE OF STRUCTUR N/A (15) (D.Skm) N/A 520 DIRECTORATE: SPATIAL PLANNING AND DEVELOPMENT (260) Monthly Summary Sheet PERFORMANCE PLAN : 2022/2023 FINANCIAL YEAR HEAD OF DIRECTORATE WE'N ASSAUMANTING Internal Completion Certificate Internal Completion Certificate K NA invoice 3 2 3 6 Bridge foundation completed N/A (Tien) 776 (255) Monthly Summary Sheet Completion Certificate Internal Completion Certificate Site meeting progress report which may be substrained to be because and the same paint par strained to the property of the part which ornamu te expekt the stands dapacins of an individual or on ling appears and material for the country of the standard for the country of the standard of th as a substrainty when then the objection at the feet one selection indicates are the symbologic 3 4 1 (Bridge completed in ward 5) Mills - Statistical (£ 50 1 (Canopy Installed) | Progress Report (1km) 1030 (255) Completion Internal Completion Certificate Internal Completion Certificate Monthly Summary Sheet Invoice A/K e de sanción el se par Pal sanci Parlicipinantes Paro. The integrity and the Tallied to dissi Largocko e es sua para degratio municipinante diferen el magnatega intercepcione NA AVA 500 000 500 000 500 000 AW N/A 1 000 000 3 000 000 400 000 500 000 NA 3 000 000 1 000 000 400 000 1 000 000 500 000 NIA need strings printers were also days aware new 10 500 000 1 500 000 500 000 1 000 000 same met pemifically Augustine succession 8 N THE STREET 17 000 000 3 000 000 2 000 000 800 400 3 000 000

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Buffalo City Metropolitan Municipality

Performance Agreement

HEAD OF DIRECTORATE: PUBLIC SAFETY AND EMERGENCY SERVICES



2022/2023

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PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR NCEBA NCUNYANA

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

AND

MR VUYANI LWANA

In his capacity as

Head of Directorate: Health, Public Safety and Emergency Services

FOR THE

FINANCIAL YEAR 1 JULY 2022 - 30 JUNE 2023

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

Mr Andile Sihlahla in his capacity as City Manager (hereinafter referred to as the Employer)

And

Mr Vuyani Lwana, in his capacity as Head of Directorate: Health, Public Safety and Emergency Services an Employee of the Buffalo City Metropolitan Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1. The Employer has entered into a contract of employment with the Employee. The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, requires the parties to conclude an annual Performance Agreement.
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- 2.1. Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act;
- 2.2. Specify objectives and targets established for the Employee and communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
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- for assessing whether the Employee has met the performance expectations applicable to the position;
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- 4.1. The Performance Plan (Annexure A) sets out –
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- 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, the Service Delivery and Budget Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.

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- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. the relative importance of the key objectives to each other.
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- 5.1 The Employee hereby agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the Strategic Outcomes (SO's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
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- 6.1.1 The Employee will be assessed against both components, with a weighting of 80 allocated to the Strategic Outcomes (SO's) and 20 to Core Competency Requirements (CCR's).
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L.M ZS SG AG 5 NA Performance Plan (Annexure A), which are linked to the SO's, and constitute 80% of the overall assessment result in accordance with the weightings agreed to between the Employer and the Employee and set out hereunder:

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| A green city | 0% |
| A connected city | 0% |
| A spatially transformed city | 0% |
| A well governed city | 20% |
| Total | 100% |

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

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

Table 1: Core Competency Requirements from Regulations (2014)

| | COMPETENCY FRAMEV | VORK FOR SEN | IOR MANA | AGERS | |
|--|---|--|------------|-------------------------------|---------------------|
| LEADIN | NG COMPETENCIES | Achievement Levels | Weight (%) | HOD's Achievement Level | CM's Score Level |
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| | Human Capital Planning and Development Diversity | Basic Competent | | | |
| People Management | Management | Advanced | 12% | | |

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| Programme and Project Management | Program and Project Planning and Implementation Service Delivery Management Program ad Project Monitoring and Evaluation | Basic Competent Advanced Superior | 12% | | |
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| Analysis and Innov | Basic Competent Advanced Superior | 6% | | | |
| Knowledge and Info | Basic Competent Advanced Superior | 6% | | | |
| Communication | Basic Competent Advanced Superior | 6% | | | |
| Results and Quality | Basic Competent Advanced Superior | 6% | | | |

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| Total | | |
|-------|------|--|
| | | |
| | 100% | |

6.4. Achievement Level Descriptions

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

| Achievement Levels | Rating | Description | | | |
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 - 7.1.1 the standards and procedures for evaluating the Employee's performance; and
 - 7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.
- 7.2 Notwithstanding the agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any reasonable time, while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5. The annual performance appraisal will involve:

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- 7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;
- (a) Each Strategic Outcome (SO) will be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to *ad hoc* tasks that had to be performed under the Strategic Outcome.
- (b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

7.5.2. Assessment of the CCR's

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

7.5.3. An overall rating

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

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

| Level | Terminology | Description | Rating | | | | | | |
|-------|-------------------------|--|--------|---|---|---|---|--|--|
| | | Description | 1 | 2 | 3 | 4 | 5 | | |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | | | | | | | |

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| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | |
|---|---|---|--|
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | |
| 1 | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | |

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

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8. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter

July - September 2022 (October 2022)

Second quarter Third quarter

October - December 2022 (January 2023)

January - March 2023 (April 2023)

Fourth guarter

April – June 2023 (July 2023)

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

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

- 10.1. The Employer shall and agrees to -
- 10.1.1. Create an enabling environment to facilitate effective performance by the Employee;
- 10.1.2. Provide access to skills development and capacity building opportunities:
- 10.1.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement; and

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

11. CONSULTATION

- 11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others,
 - 11.1.1. A direct impact on the performance of any of the Employee's functions;
 - 11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.
- 11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1. The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.
- 12.4. In the case of unacceptable performance, the Employer shall-
- 12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.4.2. after appropriate performance counselling, and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the

Performance Agreement 2022/2023: Mr V. Lwana

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Employee on grounds of unfitness or incapacity to carry out his / her duties.

13 **DISPUTE RESOLUTION**

- 13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities. priorities, methods, assessments and / or any other matter provided for, shall be mediated by -
- 13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2. Any other person appointed by the Executive Mayor.
- 13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

GENERAL 14.

- 14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.
- 14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars. policies, directives or other instruments.

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

AS WITNESSES:

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2 LMallika -

Vuyam Lwana (Employee)

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

AS WITNESSES:

1. Expan.

Nceba Ncunyana (Acting City Manager)

2. Au

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| Number of Areas covered by surveillance cameras | % Reduction in road traffic fatalities on BCMM roads | Percentage compliance with the required with the required without the for structural freelighting incidents (formal & informal areas) | | 14 | Ney Performance | | | | | | | | |
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| 1 Area (KMT New Treffic Department) | 5% Raduction | 175% of calls within is detendance times (14 minutes or less) for structural fireflighting incidents - formal & informal areas | | Performance of MC1925 Unstating | | | | | | | | | |
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Buffalo City Metropolitan Municipality

Performance Agreement

ACTING HEAD OF DIRECTORATE: INFRASTRUCTURE SERVICES



2022/2023

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PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR NCEBA NCUNYANA

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

AND

MR SANDILE BOOI

In his / her capacity as Acting Head of Directorate: Infrastructure Services

FOR THE

FINANCIAL YEAR: 1 JULY 2022 - 30 JUNE 2023

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PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

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

and

Mr S. Booi, in his capacity as Acting Head of Directorate: Infrastructure Services an Employee of the Buffalo City Metropolitan Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1. The Employer has entered into a contract of employment with the Employee. The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, requires the parties to conclude an annual Performance Agreement.
- 1.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to -

- 2.1. Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act;
- 2.2. Specify objectives and targets established for the Employee and communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3. Specify accountabilities as set out in the Performance Plan (Annexure A;
- 2.4. Monitor and measure performance against set targeted outputs;
- 2.5. Use the Performance Agreement and Performance Plan as the basis

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- for assessing whether the Employee has met the performance expectations applicable to the position;
- 2.6. Reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence on the 1 July 2022 and will remain in force until a new official appointment is made or another incumbent is appointed to act whereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between parties for the next financial year or any portion thereof.
- 3.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3. This Agreement will terminate on the termination of the Employee's employment for any reason or period of acting as the case may be.
- 3.4. The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1. The Performance Plan (Annexure A) sets out -
- 4.1.1 the performance objectives and targets that must be met by the Employee; and
- 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, the Service Delivery and Budget

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- Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.
- The key objectives i.e. the main tasks that need to be done, the key 43 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.
- The Employee's performance will, in addition, be measured in terms of 4.4 contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

- The Employee hereby agrees to participate in the performance 5.1 management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the Strategic Outcomes (SO's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 5.2 The Employee hereby accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

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

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

| Weighting |
|-----------|
| 0% |
| 0% |
| 44% |
| 16% |
| 40% |
| 100% |
| |

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

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

Table 1: Core Competency Requirements from Regulations (2014)

| | COMPETENCY FRAME | | NIOR MAN | AGERS | |
|------------------------|--|-----------------------|------------|-------------------------------|---------------------|
| LEADI | NG COMPETENCIES | Achievement Levels | Weight (%) | HOD's Achievement Level | CM's Score Level |
| | Impact and Influence | Basic | | | |
| | Institutional | Competent | | | |
| Leadership and Managem | | Advanced | | | |
| | Strategic Planning and ManagementOrganisational | Superior | 12% | | |
| | Human Capital Planning and | Basic | | | |
| People | Development Diversity | Competent | 12% | | |
| Management | Management ■ Employee Relations | Advanced | | | |
| | Management ■ Negotiation and Dispute | Superior | | | |

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| | Management | | | | |
|---------------------------|---|--------------------------------|--------|-------------|------------|
| | Program and Project | Basic | | | |
| | Planning and | Competent | | | |
| | Implementation | Advanced | - | | |
| Programme | Service Delivery | Superior | - | | 183 |
| and Project | Management | Caponor | 12% | | 1 |
| Management | Program ad Project | | | | |
| | Monitoring and | | | | |
| | Evaluation | | | | |
| | - Pudget Diaming and | Davis | - | | |
| | Budget Planning and Execution | Basic | | | |
| | ■ Financial Strategy | Competent Advanced | - | | |
| Financial | and Delivery | | 10% | | |
| Management | Financial Reporting | Superior | 1076 | | |
| | and Monitoring | | | | |
| | and mermering | | | | |
| | Change Vision and | Basic | | | |
| | Strategy | Competent | | | |
| Chan | Process Design and | Advanced | | | |
| Change | Improvement | Superior | 9% | | |
| Leadership | Change Impact | | "," | | |
| | Monitoring and | | | | |
| | Evaluation | | | | |
| | Policy Formulation | Basic | | | |
| | Risk and Compliance | Competent | | | |
| Governance | Management | Advanced | 9% | | |
| Leadership | Cooperative | Superior | 9% | | |
| | Governance | | | | |
| | CORE | COMPETENCIES | g. | | |
| | | Achievement | Weight | HOD's | CM's Score |
| | | Levels | (%) | Achievement | Level |
| | | | () | Level | -0.0. |
| Moral Competer | nce | Basic | 6% | | |
| | | Competent | | | |
| | | Advanced | | | |
| | | Superior | | | |
| Planning and Or | ganising | Basic | 6% | | |
| | | Competent | | | |
| | | Advanced | | | |
| A | | Superior | | | |
| Analysis and Inn | ovation | Basic | 6% | | |
| | | Competent | | | |
| | | Advanced | | | |
| Zona u da al - : | | Superior | | | |
| knowledge and I | Information Management | Basic | 6% | | |
| | ļ | Competent | | | |
| | | Advanced | | | |
| Communication | | Superior | 00/ | | |
| nomeninarion | - | Basic | 6% | | |
| | | Competent | | | |
| | - | Advanced | | | |
| Results and Quality focus | | Superior | | | |
| Resulte and Our | lity focus | Posis | 60/ | | |
| Results and Qua | lity focus | Basic | 6% | | |
| Results and Qua | lity focus | Basic Competent Advanced | 6% | | |

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| | Superior | | |
|-------|----------|------|--|
| Total | | | |
| | | 100% | |

6.4. Achievement Level Descriptions

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

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

7 EVALUATING PERFORMANCE

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

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7.5. The annual performance appraisal will involve:

- 7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;
- (a) Each Strategic Outcome (SO) will be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the Strategic Outcome.

(b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

7.5.2. Assessment of the CCR's

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

7.5.3. An overall rating

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

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

| Level | Terminology | Description | Ra | atin | g | | |
|-------|-------------------------|--|----|------|---|---|---|
| | rommology | Description | 1 | 2 | 3 | 4 | 5 |
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | | | | | |

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| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | |
|---|---|---|--|
| 3 | Fully effective | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan. | |
| 2 | Not fully effective | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan. | |
| 1 | Unacceptable performance | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. | |

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

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8. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter Second quarter
Third quarter
Fourth quarter

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

January - March 2023 (April 2023)

April – June 2023 (July 2023)

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

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

- 10.1. The Employer shall and agrees to -
- 10.1.1. Create an enabling environment to facilitate effective performance by the Employee:
- 10.1.2. Provide access to skills development and capacity building opportunities;
- 10.1.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement;

and

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

11. CONSULTATION

- 11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others,
 - 11.1.1. A direct impact on the performance of any of the Employee's functions;
 - 11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.
- 11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1. The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.
- 12.4. In the case of unacceptable performance, the Employer shall-
- 12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.4.2. after appropriate performance counselling, and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his /

AG 25 12 WN

her duties.

13. **DISPUTE RESOLUTION**

- 13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities. priorities, methods, assessments and / or any other matter provided for, shall be mediated by -
- 13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2. Any other person appointed by the Executive Mayor.
- 13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. **GENERAL**

- 14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.
- 14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars. policies, directives or other instruments.

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

| AS V | VITNESSES: | er en |
|------|------------|---|
| 1. | Daw. | |
| | | ARus |
| | | Sandile Booi (Employee) |
| 2. | L/Nef. Wa | |

13 NN

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

AS WITNESSES:

Nceba Ncunyana (Acting City Manager)

| KFA19 | | KFA22 | | KFA22 | | | | IGA Ko | | | | | | | | | 193 |
|---|--|--|--|---------------------------|--------------------------------------|--|--|--|---|--|---|--|-------|---------------------------------------|-------------------------------------|--|-----|
| TR6.11 | | EE3.11 | | EE1.11 | i | Code | Returno | P. National | | | | | ı | 1 | | | |
| Persentage of unsurfaced Rural Roads road graded | Percentage of Planned Maintenance Performed | Percentage of unplanned Operations outleges that are nestored to supply within inclurity standard timeframes | ≉ ≅ | Number of dwellings | | | | Kay, Performance | | | | | | | | | |
| | Operations | Operations | formal and informal dwellings | Electrification of | | | | Popular | | | | | | | | | |
| 4,4% (60km) | 70% of Planned Maintenance Performed (Electricity) | 100% of normal network outsges returned to service within 24 hrs (will exclude calls cursed by lilegal | | 780 | ı | () | Putermance | Date | | | | | | | | I | |
| 4,48% | | | | | | | CONTRACTOR NO | Annual target | W. | | | | TEVEL | | | | |
| 0.37% 6km (5km) | 70% Complete 70% or more of planned maintenace (Electricity) | 100% 100% of normal network outages returned to service within 24 hrs (will excide cells caneed by liegal connections) | | O W/A | | Plantage Target- stiding September 2022 | Tel Guerlet | | | | | | | | Ē | | |
| Internal reports and Completion (corrificates | Maintanance schedule with calculations | Log sheets from control contro with calculations | N/A | NIA. | | | Purtfolio of exposure | | | | | | | | | | |
| 1.49% 20km 1 (15km) 0 | Complete 70% or more of planned maintenace (Electricity) | 100% of normal network outages returned to service within 24 hrs (will "exclude calls cuased by lilegal connections) | NA | | SHARRE | D Days colls | | | | | | | | | | 100 | |
| Internal reports and Completion certificates | Maintanance schedule with calculations | log sheets from control centre with calculations | N/A | NATIONAL PRI | STRATEGIC OUTCOME & A COMMECTED CITY | | Tanget for 2022/202 | | | | | | | ACTING HEAD OF DIRECTORATE: MR 5 BOXH | DESECTORATE IMPRASTRUCTURE SERVICES | STORE | |
| 2.99%.40km (20km) | Complete 70% or more of planned maintenace (Electricity) | 100% of normal network outages returned to service within 24 thrs (will exclude calls cuased by illegal connections) | 30 | VIOLYT MERCHING MOUNTAINS | ECHEDICITY | Practice Target stating Warch 2022 | 4 BB 8 | Partornance does not as of the performance crise performance up to the ic | Performance is below the anaptoyee has achieved in | Ditario and indicators as | the prefermance is significan | Partitionance for access performance critery and | | DRECTORATE | RASTRUCTURE | A CONTRACTOR OF THE PARTY OF TH | |
| Internal reports and Completion certificates | Maintanance schedule with celculations | Log sheets from control centre with calculations | 300 Progress Report or 1000 completion (700) Certificate | | (New - DESIGN) | evidence of | | | | fly meets expected | a criteris and indic | Rets and indicator | | IR B BOCH | SERVICES | | |
| 4.48% 60km (20km) | Complete 70% or more of planned maintenace (Electricity) | 100% of normal network outages returned to service within 24 hrs (will exclude calls cuased by illegal connections) | | | | Atts Guertes Pfarmad Lagu- enting June 2022 | | es the standard expected of the jud. The cesses/a to and indicators as specified to the PVI and Perform of expected in the job despite management efforts | e standard required for the just in hay areas. Perfor below fully effective results against ourse than had | expected in all usess of the Job. The approprie of fully otherwar all others throughout the year | then the expects | days superstant of a | | | N N | | |
| Internal reports and Completion certificates | Maintanance schedule with calculations | 100% of normal log sheets from network control centre outages with calculations service with netwith calculations (will service calls businessed by litegal connections) | Progress Report or completion Certificate | | | Posticity of existings | | that experted of the jul. The review) is then an specified in the PA and Profess in the job despite messagement efforts | pict in languary gas, & | ion file appraise | eles stau jobs. Top a | er o'R Berrisonmente | | | | O TOTAL OF | |
| R5 000 000,00 | Operational budget | Operational budget | NIA | | | The County Pleasant Studyet | | twi) and enterward ind Flavourable Plant, 13 Morts to encourage | National Appare | OFFE SPICES SPINISHED | dy higher then the expectant in the job. The approximative like they are and indicates and failly achieved all others the popularity the year. | Plan and material this this | | | | | |
| R 10 000 000,00 | Operational budge | Operational budg | N/A | | | 2nd Guarter Present Budges | Resource | kates that the em is employed has to a improvement. | mance criterie and | Employee hes fully | nut the tripleyes ! | ad Indicates that the | | | | | |
| R 10 000 000,00 | t Operational budge | et Operational budg | NA | | | 2nd Querge Plumed Burger | Advented for 2022 | bicyne has acheves ded to demonstras | indicators as special | expected in all areas of the job. (The apprehal industes that the Employee has fully exhibered effective of fully otherwar an others throughout the year. | ne ochieve abou | The standard expected of an engineer or bits break The apposited indicates that the Employee has achieved above hally undirates as specified in the 90 Employmence Plans and matrollight this is all areas of employedistic Unospipose that year | | | | | |
| R 4 029 917,00 | Operational budget Operational budget Operational budget | gel Operational budge | R35 000 and | | | Planned Sudget | Resources Allocated for 20/22/28/23 SDBP per Guerter | seasonant indicates that the employee has atherest bollow fully effective results against succe Plan. The employee has failed to demonstrate the commitment on somey na bring the encourage improvement. | standard required for the job in has areas. Performants meets some of the standards expected for the job. The review assument to slow halfy effective results against more than had the key performance criteria and haldcators as specified in Ph and Performance Floor | versalis agamus all inguificant performance | fully offertion symptes | need slove tally of output the year. | | | | | |
| R 29 029 917,00 | Operational budget | Operational budget Operational budget Operational budget | R35 000 000 | | | Tiolati Budgatt Michelozz | 1 | spiney to living | mance means some of the summands expected for the job. The review/assessment indicates that the the key performance criteria and sold-anote as operfixed in the mad furformance then | estiminating something | Parformance is aguilizately higher than the expected in the pion. The apprecial indicates that the Employee has achieved above fully effective very fits against major than half of the protermance criteria and indicators and fully administrations that party. | DOCUMENTAL AND A CONTRACT OF A CONTRACT OF THE AND ADDRESS OF THE CONTRACT OF THE CONTRACT OF THE AND ADDRESS OF THE ADDRESS O | | | | | |

| | KFAZ3 W | KFA23 V | | 3 | | 2 | | KFA22 | KFA19 | KFA22 | |
|--|---|---|------------------|--------------------------------------|--|---|-----|---|---------------------------------------|--|--|
| 3 0 | W82.11 N | WS1.11 | | CCIR | % | 20 | | EE4.12 | TR6.13 | EE1.13 | |
| connections meeting minimum standards. | minimum standards. | | | Number of bridges rehabilitated | ĔĞ. w | 20. lights installed | | installed capacity of ambedded generators on the municipal distribution network | KMs of new municipal road lanes built | Percentage of valid customer application for new electricity connections processed in terms of municipal service standards | |
| | 500 | NUA 3 | | Bridge Refurbishment Programme | | t Streetlights or highmasts within BCMM area of supply | | NIA | Urban Roads Programme | NA A | Programme |
| | 300 | 300 300 | | Ы | 6km (| · | | 29,5kw | 15km | New Indicator | 0,507, (maci) 0,507, (maci) 0,508, 260 |
| | | AIN | | <u>ω</u> | 6km | as. | | 29 kw | 15km | 100% N/A | U,94/9 (15km |
| N/A | | | | N/A | AIN | NIA | | N/A | 21m | NIA |) U,125% 2km |
| N/A | | NIA | | WA | NIA | AIN | | ANA | Completion Certificates | N/A | Completion |
| N/A | | N/A | District Columns | _ | | NIN | | AIN | 7km (5km) | NA | 0,3125%, Skm (3km) |
| N/A | 5 | NIA | | Completion | 2 Consultants progress : reports and Completion Cartificates | N/A | | Ain | Completion Certificates | WA | n Completion Certificates |
| N/A | NA | | | (3) | 3 | DUM BOOK ATOMS | | N/A | 11km (4km) | VIN | 0,625% 10km (5km) |
| N/A | WA. | LINEDSSAN II | | Completion Certificates | Consultants progress reports and Completion Certificates | Compietion certificate | | NIA | Completion Certificates | N/A | Completion Certificates |
| 300 H 7 7 9 0 0 0 0 P 15 0 0 0 C L L | # 7 2 2 2 2 7 2 8 F | | | (1) | (3) | AIN | | 29 kw | 15km (4km) | 100% | 0,9375% 16km (5km) |
| Let of new water Opinions done Buntanelly or practical competition certificate or projects progress report for Housing projects. | List of sewer B water B Connections done IS Internally or F practical completion certificate or project progress report for Housing projects. | | | Completion | Consultants progress reports and Completion Certificates | NA | | Applications from the service providers/Consumer | Completion Certificates | 100% Excel spreadsheet depicting Description and date of completion | Completion Certificates |
| Operational O | Operational C Budget and ISUPG Grant Funding from Human Sattlements Directorate | | | R 1 000 000,00 | R 10 000 000,00 | NA | | A/N | R 6 500 000,00 | WA | R 6 500 000,00 |
| Operational Budget Operational Budget | perational budget | | | R 1 000 000,00 | R 20 000 000,00 | NIA | Y . | NA | R 10 000 000,00 | NIA | R 10 000 000,00 |
| | Operational budget Operational budget Operational budget | | | R 1 000 000,00 | R 40 000 000,00 | AW | | NA | R 15 000 000,00 | N/A | R 15 000 000,00 |
| Operational Budget | | | | R 1 000 000,00 | R 31 588 297,00 | R5 000 000 | | WA | R 15 000 000,00 | N/A | R 15 000 000,00 |
| Operational Budget | Operational budget | | | R 4 000 000,00 | R 91 588 297,00 | R5 000 000 | | NIA | R 46 500 000 | NIA | R 46 500 000 |

| | KFA26 | | KFA25 | KFA25 | KFA37 | KFA23 | KFA32 | KFA33 | | KFA23 | E | |
|------------------------------|------------------------------|---|---------------------------------|-----------------------------|---|--|--|---|-------------------|---|---|---------------------------------------|
| | WS5.21 | | W4.31 | WS4.11 | WS.5.1 | W\$4.21 | WS3.21 | | | | | |
| electricity losses | Infrastructure leakage index | water treatment capacity unused | | indard e time | A percentage of Non- revenue Water | Percentage of Industries with trade effluent Inspected for compliance | Percent of Complaints/Callouts responded to within 24 hours (weser). | Percent of Complaints/Callouts responded to within 24 hours (sanitation/wastewster). | 1.5 | C 2 facilities constructed (seats) | | currisctions meterati |
| Electricity Losses | 2 | | EAST COAST WATER SUPPLY UPGRADE | UMZONYANA DAM AND | WIDEMAND MANGM . WATER CONSERV - PRV STA | Inspection of trade offluent producers on trade affluent database (20% annually over a 5 year cycle) | Daily Operations and maintenance | Operations and mainternance | | Ablution Facilities | | |
| Equal to or less than 21% | 47.3 | 70.70 | and the second | 10% | 35% | 40% | Respond to 100% of water outages and burst pipe complaints/una ries within 24 th hours. (Exclude completion of repairs) | Respond to 100% sewer overflows within 24 hours.(Only covers inspection and identification of required repairs as well as issuing job cards). | | SS | | |
| Equal to or less than 22% | 47.3 | 200 | | 10% | 35% | 20% | 6 100% | 100% | | 119 | | |
| N/A | N/A | N | R/A | | N/A | 5% | Respond to 100% of water outages and burst pipe complaints/quer lies within 24 hours.(Exclude complation of repairs) | \$00% | | AWA | | |
| N/A | N/A | N | N/A | | | Correspondence from Scientific Services | List of reportediatended water burst pipes and no water queries with jobcard numbers. | Water Management Information Systam Report or Copies of Job Cards | | NIA | | |
| N/A | N/A | NA | N/A | | N/A | 10% (5%) | Respond to 100% of water outages and burst pipe complaints/qu eries within 24 hours, (Exclud a completion of repairs) | 100% | SHARESIC ON | NA | | |
| NIA | N/A | NA | N/A | Reports | N/A | Correspondence from Scientific Services | Respond to Let of Respond to 100 00% of water reportediatended of water cutsus outages and water burst pipes and and burst pipe complete on water queries with complainadque offss within 24 offss within 24 ocompletion or opalirs) of repairs) | Water Management Management Management Report or Copies of Job Cards | JICOME & Y METT C | NIA | | |
| NIA | N/A | NA | N/A | S. | N/A | 15% (5%) | Respond to 100% of water outlages found to receive the contract of the contrac | 100% | THE CHARGE | NIA | | į |
| NA | N/A | NIA | N/A | Potnoie Patching Reports | N/A | Correspondence from Scientific Services | List of reported attended water burst pipes and no water queries with jobcard numbers. | Water Management 100%. Information System Report or Copies of Job Cards | - INDIGMI | NIA | | į |
| Equal to or less | 7.3 | 40% | 10% | 60% | 35% | 20% (5%) | Respond to 100% of water outages and burst pipe complaints/queles within 24 hours.(Exclude completion of rapairs) | nt 100% | 1980 | н | | A |
| Spread sheet of | Water balance report | Average Flows to Wastewater Treatment Works and Wastewater Treatment Works Capacity | Water production figures | Pothole Patching reports | water conservation and water demand management report | Correspondence from Scientific Services | Respond to 100% of water reportsolutionde outlages and dwater burst burst pipe complaintsquare water queries les within 24 with jobsard nours (Exclude numbers. | Water Management Information System Report or Copies of Job Cards | | 119 Internal Completion certificate | | a appear |
| | R986 428,50 | Operational Budget | R4 000 000,00 | Operational | R986 428,50 | Operational Budget | Operational budget | Operational Budget or | | R1 000 000 | | Sudget |
| | R3 288 095,00 | Operational Budget Operational Budget | R19 026 880,00 | Operational Budget | R3 288 095,00 | Operational Budget Operational Budget | Operational bud | Operational But | | R3 000 000 | | Operational Br |
| | R1 315 238,00 | et Operational Budget | R29 767 759,61 | get Operational Budget | R1 315 238,00 | get Operational Budget | get Operational bu | Operational Budget Operational Budget Budget | _ | R4 000 000 | | Operational Budget Uperational Budget |
| | 986428,5 | Operational Budget | R32 205 360,46 | Operational Budget | 986428,5 | Operational Budget | Operational budget Operational budget Operational budget | Operational Budget | | R2 000 000 | | Operational Bud |
| | 6 576 190 | Operational Budget | 85 000 000 | Operational Budget | 6 576 190 | t Operational budget | M Operational budget | Operational Budget | | R10 000 D00 | | Operational Budget Operational Budget |

KFAST WGC24 Number of kilo-liftes WIDEBAND MANGH - 859 000kl reduced (physical water WATER CONSERV - PRV losses in terms of system STA ACTIVE CITY HAVEAGER, MILK MCUNYANA PRE/he/sx 850 QOQM N/A N/A N/A N/A /A N/A N/A 850 000KI water conservation and water demand management report R986 428,50 R3 288 095,00 R1 315 238,00 986428,5 6 576 190

Buffalo City Metropolitan Municipality

Performance Agreement

HEAD OF DIRECTORATE: SOLID WASTE AND ENVIRONMENTAL MANAGEMENT



2022/2023

LM SG ZS NN

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR NCEBA NCUNYANA

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

AND

MS YOLISWA SINYANYA

In her capacity as

Head of Directorate: Solid Waste and Environmental Management

FOR THE

FINANCIAL YEAR: 1 JULY 2022 - 30 JUNE 2023

LM SG NN AG 2 YS

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

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

And

Ms Yoliswa Sinyanya, in her capacity as Head of Directorate: Solid Waste and Environmental Management an Employee of the Buffalo City Metropolitan Municipality (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1. The Employer has entered into a contract of employment with the Employee. The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, requires the parties to conclude an annual Performance Agreement.
- 1.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to -

- 2.1. Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act;
- 2.2. Specify objectives and targets established for the Employee and communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3. Specify accountabilities as set out in the Performance Plan (Annexure A;
- 2.4. Monitor and measure performance against set targeted outputs;

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- 2.5. Use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to the position;
- 2.6. Reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence on the 1 July 2022 and will remain in force until the 30 June 2023.
- 3.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3. This Agreement will terminate on the termination of the Employee's employment for any reason or period of acting as the case may be.
- 3.4. The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

- 4.1. The Performance Plan (Annexure A) sets out –
- 4.1.1 the performance objectives and targets that must be met by the Employee; and
- 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, the Service Delivery and Budget Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.

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- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee hereby agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the Strategic Outcomes (SO's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- The Employee hereby accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

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

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

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

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

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

Table 1: Core Competency Requirements from Regulations (2014)

| | COMPETENCY FRA | MEWORK FOR S | SENIOR MAN | AGERS | |
|--|---|-----------------------|------------|-------------------------------|---------------------|
| LEADING COMPETENCIES | | Achievement Levels | Weight (%) | HOD's Achievement Level | CM's Score Level |
| | Impact and | Basic | | | |
| | Influence | Competent | | | |
| | Institutional | Advanced | | | |
| Strategic Direction and Leadership | Performance Management Strategic Planning and Management Organisational Awareness | Superior | 12% | | |
| People Management | Human Capital Planning and | Basic | | | |
| | Development Diversity | Competent | 12% | | |
| | Management Employee | Advanced | | | |
| | Relations | Superior | | | |

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| | Management Negotiation and Dispute | | | | |
|--|---|-----------------------|------------|-------------------------------|---------------------|
| | Management | | | | |
| | ■ Program and | Basic | - | - | |
| | Project Planning | Competent | - | | |
| | and | Advanced | - | | |
| D | Implementation | Superior | - | | |
| Programme and Project Management | Service Delivery Management Program ad Project Monitoring and Evaluation | · | 12% | | |
| | Budget Planning | Basic | | | |
| | and Execution | Competent | - | | |
| | Financial Strategy | Advanced | 1 | | |
| Financial | and Delivery | Superior | 400/ | | |
| Management | Financial Reporting and Monitoring | Spence | 10% | | |
| | Change Vision | Basic | | | |
| | and Strategy | Competent | | | |
| | Process Design | Advanced | | | |
| Change | and Improvement | Superior | 9% | | |
| Leadership | Change Impact Monitoring and Evaluation | · | 9% | | |
| | Policy | Basic | | | |
| | Formulation | Competent | | | |
| | Risk and | Advanced | | | |
| Governance Leadership | Compliance Management Cooperative Governance | Superior | 9% | | |
| | CORE | COMPETENC | IES: | | 1 |
| | | Achievement Levels | Weight (%) | HOD's Achievement Level | CM's Score Level |
| Moral Competen | ce | Basic | 6% | | |
| - | | Competent | | | |
| | | Advanced | | | |
| | | Superior | | | |
| Planning and Org | ganising | Basic | 6% | | |
| | j | Competent | | | |
| | | Advanced | | | |
| | | Superior | | | |
| Analysis and Inne | ovation | Basic | 6% | | |
| | | Competent | | | |
| | | Advanced | | | |
| | | Superior | | | |
| Cnowledge and I | nformation Management | Basic | 6% | | |
| | | Competent | | | |
| | | Advanced | | | |
| | | Superior | | | |

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| Communication | Basic | 6% | |
|---------------------------|-----------|------|--|
| | Competent | | |
| | Advanced | | |
| | Superior | | |
| Results and Quality focus | Basic | 6% | |
| | Competent | | |
| | Advanced | | |
| | Superior | | |
| Total | | 100% | |
| | | | |

6.4. Achievement Level Descriptions

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

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

7 EVALUATING PERFORMANCE

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

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Development Plan which shall also set out the actions and time frames agreed to relate thereto.

- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve:
 - 7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;
 - (a) Each Strategic Outcome (SO) will be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to *ad hoc* tasks that had to be performed under the Strategic Outcome.
 - (b) An indicative rating on the five-point scale will be provided for each Strategic Outcome based on the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final Strategic Outcome score.

7.5.2. Assessment of the CCR's

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

7.5.3. An overall rating

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

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

| Level | Terminology | Description | Rating 1 2 3 4 5 |
|-------|---|---|------------------|
| 5 | Outstanding performance | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year. | |
| 4 | Performance significantly above expectations | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year. | |
| 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. | | | | | | |
|-----------------------------------|--|--|--|--|--|--|
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- 7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-
 - 7.1. Municipal Manager
 - 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
 - 7.3. Ward Committee member (on a rotational basis), where applicable;
 - 7.4. A member of the Mayoral Committee; and
 - 7.5. A Municipal Manager from another municipality.

8. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter

July - September 2022 (October 2022)

Second quarter

October - December 2022 (January 2023)

Third quarter

January - March 2023 (April 2023)

Fourth quarter

April – June 2023 (July 2023)

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

9. DEVELOPMENTAL REQUIREMENTS

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

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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

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- rewarding outstanding performance or correcting unacceptable performance.
- 12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.
- 12.4. In the case of unacceptable performance, the Employer shall-
- 12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.4.2. after appropriate performance counselling, and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his / her duties.

13. DISPUTE RESOLUTION

- 13.1 **Any** disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –
- 13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2. Any other person appointed by the Executive Mayor.
- 13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

- 14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.
- 14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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| Thus done and signed at East London on the day of June 2022. |
|--|
| AS WITNESSES: 1. May: likas. |
| Yoliswa Sinyanya (Employee) |
| Thus done and signed at East London on the day of June 2022. |
| AS WITNESSES: |
| Nceba Ncunyana (Acting City Manager |
| 2. An |

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| ENV4.21 | ENY 5.21 | MNV 5.12 | ENV 5.11 | ENV | | ECMM Code | Trumsury | National | | | | T. H | | | |
| Percentage of blodwarsity priority areas protected | | | | | | | _ | Kee Performance | | | | | | | |
| NA | Water Quality Monitoring | Water Quality Monitoring | NIA | Waste handling | | | - Sedanti | Propert | | | | | | | |
| 48.85% of biodiversity priority areas protected | 400 Inland water samples taken for monitoring purposes | 400 coastal water samples taken for monitoring purposes | 72% of coastline with protection measures in piace | 100% | | of 202/122) Draudfied | Amual | R | | | | | | | |
| 48.85% of biodiversity priority areas protected | 400 inland water samples taken for monitoring purposes | 400 coastal water samples taken for monitoring purposes | 72% of coastline with protection measures in place | | | | for 2022/25 | 1 | le. | | | SM . | | | |
| N/A | water samples taken for monitoring purposes | | | 100% 100% of known informal settlements receiving basic refuse removal services | | Planned Planned Yarget: ending Suptember 2022 | | | | | | | | | |
| NIA | Laboratory report | Laboratory report | NA | Llet of known informal settlements that received basic refuse removal services (Signed and date of collection) | co. | Postolic of | | | | | | | | | |
| NIA | 100 Inland water samples taken for monitoring purposes | 100 coastal water samples taken for monitoring purposes | NA | 190% of known Informal settlements receiving basic refuse removal services | STRATEGIC OUTCOME 2: A GREEN CITY NATIONAL PRESCRIBED | 2nd Guerter Planned Target- ending December 2022 | | | | | | | PRESTORATE: SOLID WASTE AND ENVIRONMENTAL MAN | рикровия | |
| AIN | Laboratory | Laboratory | N/A | List of known Informal settlements that received basic refuse removal services (Signed and data of collection) | ICOME 2: A GREEN CI | Particip of exidence | and an adding | | | | H | | DIRECTORATE | NCE PLAN: 302 |)D |
| N/A | 100 inland wate samples taken for monitoring purposes | 100 coastal water samples taken for monitoring purposes | N/A | 100% of known Informal settlements receiving basic refuse removal services | D WEIGH | Ted Guartus Planned Targat- ending March 2025 | COUNTY AND ADDRESS CPAN | Performance does results against alm demonstrate the or improvement. | Performance is be review/assessmen indicators as speci | significant perform | Renformance it sig against more than | Performance far of effective results as throughout the ye | HEAD OF DIRECTORATE: MS Y. SINYAWYA | PERFORMANCE PLAN: 2022/21 FUNNICIAL YEAR | W |
| N/A | 100 Inland water Laboratory report samples taken for monitoring purposes | Laboratory report | N/A | List of known Informal settlements that received basic refuse removal services (Signed and date of collection) | Pages = 1149 | Perstolar of evidence | | 100.00 | ment indicates the perided in P.S. and | Performance fully meets expected in all sees of the Job. The appealsal indicates that the Employ lightificant performance criteria and indicators and fully achieved all others throughout the year. | is significantly high than half of the per | Performance for exceeds the standard sepected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance covers and indicators as specified in the PA Performance Plan and maintained this in all areas of responsibility broughout the year. | MANAGEMENT | (EAR | |
| 48.85% of biodiversity priority areas protected | 100 inland water samples taken for monitoring purposes | taken for monitoring purposes | 72% of coastline with protection measures in place | 100% of known informal settlements racelving basic refuse removal services | | 4th Guarter Plannaid Target ending June 2023 | | Andaro especia erformanco crita ability to bring (| ow the standard required for the Lindboates that the employee his led in P5 and Pecformance Plan. | nd indicators of | formunce unter | miance cotera a | | | |
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