

Buffalo City Metropolitan Municipality

Performance Agreement

**HEAD OF DIRECTORATE: SPATIAL
PLANNING AND DEVELOPMENT**



2022/2023

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR NCEBA NCUNYANA

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

AND

MS NONCEBA MBALI-MAJENG

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

FOR THE

FINANCIAL YEAR 1 JULY 2022 – 30 JUNE 2023

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

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

and

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

for assessing whether the Employee has met the performance expectations applicable to the position;

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

3. COMMENCEMENT AND DURATION

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

4. PERFORMANCE OBJECTIVES

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

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

5. PERFORMANCE MANAGEMENT SYSTEM

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

6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

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

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

MGDS/IDP/SDBIP Strategic Outcomes (SO's)	Weighting
An innovative and productive city	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)

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

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

CORE COMPETENCIES:

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

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Total		100%		
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6.4. Achievement Level Descriptions

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

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

7 EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) attached to this Agreement sets out–

7.1.1 the standards and procedures for evaluating the Employee's performance; and

7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.

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

7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.

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

7.5 The annual performance appraisal will involve:

7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;

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

7.5.2. Assessment of the CCR's

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

7.5.3. An overall rating

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

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

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

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

7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-

- 7.1. Municipal Manager
- 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 7.3. Ward Committee member (on a rotational basis), where applicable;
- 7.4. A member of the Mayoral Committee; and
- 7.5. A Municipal Manager from another municipality.

8. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter	:	July - September 2022 (October 2022)
Second quarter	:	October - December 2022 (January 2023)
Third quarter	:	January - March 2023 (April 2023)
Fourth quarter	:	April – June 2023 (July 2023)

8.2. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.

8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.

8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

10.1. The Employer shall and agrees to –

10.1.1. Create an enabling environment to facilitate effective performance by the Employee;

10.1.2. Provide access to skills development and capacity building opportunities;

10.1.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement;

and

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

11. CONSULTATION

- 11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others, –

11.1.1. A direct impact on the performance of any of the Employee's functions;

11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.

- 11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

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

12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.

- 12.4. In the case of unacceptable performance, the Employer shall–

12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.4.2. after appropriate performance counselling, and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his /

her duties.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –

13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2. Any other person appointed by the Executive Mayor.

13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.


14. GENERAL

14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.


14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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

AS WITNESSES:

1. 
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2. 
.....



Nonceba Mbali-Majeng (Employee)

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

AS WITNESSES:

1. L. Maj. Tika



Nceba Ncunzana (Acting City Manager)

2. [Handwritten signature]



PERFORMANCE PLAN - 2022/2023 FINANCIAL YEAR
 DIRECTORATE: SPATIAL PLANNING AND DEVELOPMENT
 HEAD OF DIRECTORATE: MS. N. MAMUJALING

100%

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Performance for second half standard expected of an employee at this level. The supervisor indicates that the employee has achieved above fully effective results against all performance criteria and indicators as specified in the job performance plan and monitoring him on all areas of responsibility throughout the year.

Performance is significantly higher than the standard for this job. The supervisor indicates that the employee has achieved above fully effective results against most areas of the performance criteria and indicators and has achieved all areas throughout the year.

Performance is above the standard expected for the job in the year. Performance results show that the employee has achieved above fully effective results against most areas of the performance criteria and indicators and has achieved all areas throughout the year.

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Target for 2022/2023: 100% per quarter

Reported for 2022/2023: 100% per quarter

3. MARKET OUTCOME 1: CONNECTED CITY

MARKETS: WESTERN INDUSTRIALS

Market 1: 20%

TR1.21	Length of Non Motorised Transport paths built (km)	Construction of Sidewalks	2.26 km (Ward 25, 3km 24, 41, 44 & 49)	0.8km	Invoice (1km)	260 (260) Monthly Summary Sheet	775 (215) Monthly Summary Sheet	1030 (255) Monthly Summary Sheet	Invoice	500 000	500 000	1 000 000	1 000 000	3 000 000
TR1.11	Number of wheelchair accessible municipal bus passenger trips	Municipal Bus Services	1030	280	Invoice (0.5km)	620 (260) Monthly Summary Sheet	775 (215) Monthly Summary Sheet	1030 (255) Monthly Summary Sheet	Invoice	N/A	N/A	N/A	N/A	N/A
TR1.20C7	Number of pedestrian bridges constructed	Bridge Design and Implementation	3 (Wards 16, 31, 49)	1 (Ward 5)	N/A	N/A	Bridge foundation completed	Site meeting progress report	1 (Bridge completed in Ward 5)	Completion certificate	N/A	N/A	500 000	1 500 000
TR1.20C11	Number of speed bumps constructed	Construction of traffic calming measures	40	50	10	Internal Completion Certificate (15)	40 (15) Internal Completion Certificate	50 (10) Internal Completion Certificate	Internal Completion Certificate	500 000	1 000 000	1 000 000	500 000	3 000 000
TR1.10C16	Number of public transport facilities rehabilitated	Upgrading of Public Transport Facilities	1 (Ward 37- Market Square Taxi Rank)	N/A	N/A	N/A	N/A	1 (Canopy installed)	Progress Report	500 000	3 000 000	3 000 000	10 500 000	17 000 000
TR1.10C14	Number of Taxi Embayments constructed	Construction of Taxi Embayments	3 (Wards 18, 20, 44)	N/A	N/A	1 Internal Completion Certificate	2 (1) Internal Completion Certificate	3 (1) Internal Completion Certificate	Internal Completion Certificate	N/A	400 000	400 000	400 000	800 400

Regional Inventory Reference No. 400 0000	Key Performance Indicators	Project	Reschedule (annual Performance in 2021/22)	Actual Target	2nd Quarter Performance 2022	3rd Quarter Performance 2022	4th Quarter Performance 2022	1st Quarter Performance 2023	2nd Quarter Performance 2023	3rd Quarter Performance 2023	4th Quarter Performance 2023	Total
HS2.2(6)	Average Number of days taken to process Building Plan applications of less than 500 square meters	Building Plan approval	140.65 Days	30 Days	30 Days	BPS Printout and Excel spreadsheet	30 Days	BPS Printout and Excel spreadsheet	30 Days	BPS Printout and Excel spreadsheet	30 Days	120 Days
HS2.2(6)	Average Number of days taken to process Building Plan applications of more than 500 square meters.	Building Plan approval	170.33 Days	60 Days	60 Days	BPS Printout and Excel spreadsheet	60 Days	BPS Printout and Excel spreadsheet	60 Days	BPS Printout and Excel spreadsheet	60 Days	240 Days
STC 1	Number of land parcels acquired by Council for Migration Zone and Demolition (public and privately owned).	Land parcels acquired	4 Land parcels	5	N/A	N/A	N/A	N/A	N/A	N/A	5 (Land parcels acquired)	17 000 000
STC 9	Number of BCIM upgraded buildings	Upgrading of BCIM covered buildings	12	16	4	Internal practical completion certificates	8 (4)	Internal practical completion certificates	12 (4)	Internal practical completion certificates	16 (4)	12 000 000

28/01/2022

23/01/2022

23/01/2022

Buffalo City Metropolitan Municipality

Performance Agreement

HEAD OF DIRECTORATE: PUBLIC SAFETY AND EMERGENCY SERVICES



2022/2023

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR NCEBA NCUNYANA

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

AND

MR 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

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).

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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."
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Performance Agreement 2022/2023: Mr V. Lwana

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for assessing whether the Employee has met the performance expectations applicable to the position;

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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.

- 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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		Competent			
		Advanced			
		Superior			
Change Leadership	<ul style="list-style-type: none"> Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	Basic	9%		
		Competent			
		Advanced			
		Superior			
Governance Leadership	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	Basic	9%		
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CORE COMPETENCIES:

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	Superior			
Planning and Organising	Basic	6%		
	Competent			
	Advanced			
	Superior			
Analysis and Innovation	Basic	6%		
	Competent			
	Advanced			
	Superior			
Knowledge and Information Management	Basic	6%		
	Competent			
	Advanced			
	Superior			
Communication	Basic	6%		
	Competent			
	Advanced			
	Superior			
Results and Quality focus	Basic	6%		
	Competent			
	Advanced			
	Superior			

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Total		100%		
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6.4. Achievement Level Descriptions

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

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

7 EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) attached to this Agreement sets out-

7.1.1 the standards and procedures for evaluating the Employee's performance; and

7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.

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

7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.

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

7.5. The annual performance appraisal will involve:

7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;

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

7.5.2. Assessment of the CCR's

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

7.5.3. An overall rating

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

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

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

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

7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-

- 7.1. Municipal Manager
- 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 7.3. Ward Committee member (on a rotational basis), where applicable;
- 7.4. A member of the Mayoral Committee; and
- 7.5. A Municipal Manager from another municipality.

8. SCHEDULE FOR PERFORMANCE REVIEWS

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

First quarter	:	July - September 2022 (October 2022)
Second quarter	:	October - December 2022 (January 2023)
Third quarter	:	January - March 2023 (April 2023)
Fourth quarter	:	April – June 2023 (July 2023)

8.2. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.

8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.

8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

9. DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

10.1. The Employer shall and agrees to –

10.1.1. Create an enabling environment to facilitate effective performance by the Employee;

10.1.2. Provide access to skills development and capacity building opportunities;

10.1.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement;
and

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

11. CONSULTATION

11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others, –

11.1.1. A direct impact on the performance of any of the Employee's functions;

11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.

11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

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

12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.

12.4. In the case of unacceptable performance, the Employer shall–

12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.4.2. after appropriate performance counselling, and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the

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

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –

13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2. Any other person appointed by the Executive Mayor.

13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.

14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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

AS WITNESSES:


1. 
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2. 
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Vuyani Lwana (Employee)

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

AS WITNESSES:

1. 
.....

2. 
.....


Nceba Ncunyana (Acting City Manager)



PERFORMANCE PLAN 2022/2023 FINANCIAL YEAR
DIRECTORATE PUBLIC SAFETY AND EMERGENCY SERVICES
HEAD OF DIRECTORATE: MR V LWINA

KPA No.	Initiative/Strategic Outcome	Key Performance Indicator	Project/Programme	Baseline/Actual Performance of 2021/2022 Unaudited	Assess target for 2022/2023	Target for 2022/2023 SDBR per Quarter				Description						
						1st Quarter (Period Targeting September 2022)	2nd Quarter (Period Targeting December 2022)	3rd Quarter (Period Targeting March 2023)	4th Quarter (Period Targeting June 2023)		Total Budget Allocation for 2022/2023 SDBR per Quarter					
KFA 11	FD 1.11	Percentage compliance with the required attendance time for structural firefighting incidents (formal & informal areas)	Fire incidents Response Times	75% of calls within 14 minutes or less for structural firefighting incidents - formal & informal areas	75%	75% of calls within 14 minutes or less for structural firefighting incidents - formal & informal areas	75% of calls within 14 minutes or less for structural firefighting incidents - formal & informal areas	75% of calls within 14 minutes or less for structural firefighting incidents - formal & informal areas	75% of calls within 14 minutes or less for structural firefighting incidents - formal & informal areas	R 550 000,00	R 550 000,00	R 1 590 000,00	R 10 250 000,00	R 12 900 000,00		
BCNWM INDICATORS																
KFA 12	IPC20	% Reduction in road traffic fatalities on BCNWM roads	Reduction in road fatalities on BCNWM roads	5% Reduction	5% Reduction	1,25% reduction	1,25% reduction	1,25% reduction	1,25% reduction	SAP statistics on fatalities and departments operational plans	SAP statistics on fatalities and departments operational plans	SAP statistics on fatalities and departments operational plans	SAP statistics on fatalities and departments operational plans	SAP statistics on fatalities and departments operational plans		
KFA 11	PC 19	Number of Areas covered by surveillance cameras	Roll out of CCTV cameras in BCNWM	1 Area (KQWT New Traffic Department)	1 (KQWT New Traffic Department)	N/A	N/A	N/A	N/A	Appointment of Service Provider	Copy of Award Letter, signed Agreement & BAC Minute	N/A	N/A	1 KRWT New Traffic Department)		
											Completion & Handover Certificate, Final Invoice, Solar Print Out	NI	R 300 000,00	R 900 000,00	R 800 000,00	R2 000 000,00

FINANCIAL REPORT 3. A WILL GOVERNED CITY (PAGE) - 20

KA 37 WGC22	Total Income in the amount of or collected for traffic fines	Collection of traffic fines	R 5 500 000.00	R 5 500 000.00	N/A	N/A	N/A	N/A	N/A	N/A	R 5 500 000	Sales income reported in operational reports and departmental operational reports	Operating Budget	Operating Budget	Operating Budget	Operating Budget	Operating Budget	

ACTING CITY MANAGER DR R. SCHROEDER
 SIGNATURE: *[Signature]*
 DATE: 28/06/2022

HEAD OF DEPARTMENT: *[Signature]*
 SIGNATURE: *[Signature]*
 DATE: 28/06/2022

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

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

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

and

Mr S. Boo, 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

Performance Agreement 2022/2023: Mr S. Boo

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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.

- 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.

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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:

MGDS/IDP/SDBIP Strategic Outcomes (SO's)	Weighting
An innovative and productive city	0%
A green city	0%
A connected city	44%
A spatially transformed city	16%
A well governed city	40%
Total	100%

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

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

Table 1: Core Competency Requirements from Regulations (2014)

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

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

CORE COMPETENCIES:

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

	Superior			
Total		100%		

6.4. Achievement Level Descriptions

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

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

7 EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) attached to this Agreement sets out-

7.1.1 the standards and procedures for evaluating the Employee's performance; and

7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.

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

7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.

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

7.5. The annual performance appraisal will involve:

7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;

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

7.5.2. Assessment of the CCR's

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

7.5.3. An overall rating

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

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

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

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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.	
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1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.	

7.7. For the purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established-

- 7.1. Municipal Manager
- 7.2. Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 7.3. Ward Committee member (on a rotational basis), where applicable;
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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

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12.4. In the case of unacceptable performance, the Employer shall–

12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.4.2. after appropriate performance counselling, and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his /

her duties.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –

13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2. Any other person appointed by the Executive Mayor.

13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.


14. GENERAL

14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.

14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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

AS WITNESSES:

1. 
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2. 
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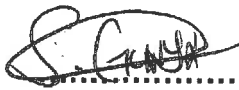


Sandile Booi (Employee)

Handwritten initials


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

AS WITNESSES:

1. 



Nceba Ncunyana (Acting City Manager)

2. 



PERFORMANCE PLAN: 2022/2023 FINANCIAL YEAR
 DIRECTORATE: INFRASTRUCTURE SERVICES
 ACTING HEAD OF DIRECTORATE: MR S. BOOI

DESCRIPTION
 Performance for across the standard aspects of an employee at this level. The appraisal indicates that the employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA Performance Plan and maintained this in all areas of responsibility throughout the year.
 Performance is significantly higher than the expected in the job. The appraisal indicates that the employee has achieved above fully effective results against all performance criteria and indicators in all areas of the job. The appraisal indicates that the employee has fully achieved effective results against all significant performance criteria and indicators and fully achieved all others throughout the year.
 Performance is above the standard required for the job in key areas. Performance meets some of the standards expected for the job. The appraisal indicates that the employee has achieved below fully effective results against some 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 fully perform in key areas. Performance does not meet the standard expected of the job. The appraisal indicates that the employee has achieved below fully effective results against some 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 fully perform in key areas. Performance does not meet the standard expected of the job. The appraisal indicates that the employee has achieved below fully effective results against some 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 fully perform in key areas.

PA No.	Key Performance Indicator	Target	Actual Performance of 2022/2023	1st Quarter Planned Target ending September 2022	2nd Quarter Planned Target ending December 2022	3rd Quarter Planned Target ending March 2023	4th Quarter Planned Target ending June 2023	Total Budget 2022/2023				
KFA22	Number of dwellings provided with connections to the mains electricity supply by the municipality	700	1000	N/A	N/A	300	Progress Report or Certificate	7000	Progress Report or Certificate	R35 000 000	R35 000 000	
KFA22	Percentage of unplanned outages that are returned to service within industry standard thresholds	100%	100%	100%	100%	100%	100%	Operational budget	Operational budget	Operational budget	Operational budget	
KFA22	Percentage of Planned Maintenance Performed	70%	70%	Complete 70% of more of planned maintenance (Electricity)	Complete 70% of more of planned maintenance (Electricity)	Complete 70% of more of planned maintenance (Electricity)	Complete 70% of more of planned maintenance (Electricity)	Operational budget	Operational budget	Operational budget	Operational budget	
KFA19	Percentage of unsurfaced road graded	4.48%	4.48%	0.37% 5km (5km)	1.48% 20km (15km)	2.89% 40km (20km)	4.48% 80km (20km)	R3 000 000.00	R 10 000 000.00	R 10 000 000.00	R 4 029 917.00	R 29 029 917.00

PA No.	Key Performance Indicator	Target	Actual Performance of 2022/2023	1st Quarter Planned Target ending September 2022	2nd Quarter Planned Target ending December 2022	3rd Quarter Planned Target ending March 2023	4th Quarter Planned Target ending June 2023	Total Budget 2022/2023				
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KFA22	Percentage of unplanned outages that are returned to service within industry standard thresholds	100%	100%	100%	100%	100%	100%	Operational budget	Operational budget	Operational budget	Operational budget	
KFA22	Percentage of Planned Maintenance Performed	70%	70%	Complete 70% of more of planned maintenance (Electricity)	Complete 70% of more of planned maintenance (Electricity)	Complete 70% of more of planned maintenance (Electricity)	Complete 70% of more of planned maintenance (Electricity)	Operational budget	Operational budget	Operational budget	Operational budget	
KFA19	Percentage of unsurfaced road graded	4.48%	4.48%	0.37% 5km (5km)	1.48% 20km (15km)	2.89% 40km (20km)	4.48% 80km (20km)	R3 000 000.00	R 10 000 000.00	R 10 000 000.00	R 4 029 917.00	R 29 029 917.00

Key	Indicator	Target	Actual	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score
KFA19	TR6-12	Percentage of surfaced municipal road lanes which has been resurfaced and rehabilitated	Urban Roads Programme	0.9375 (15km)	0.9375 (15km)	0.125%	2km	Completion Certificates	0.3125% 5km	Completion Certificates	0.625% 10km	Completion Certificates	0.9375% 15km	Completion Certificates	R 6 500 000.00	R 10 000 000.00	R 15 000 000.00	R 15 000 000.00	R 15 000 000.00	R 46 500 000	
KFA22	EE1-13	Percentage of valid customer application for new electricity connections processed in terms of municipal service standards	Urban Roads Programme	New Indicator	100% N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100% Excel spreadsheet depicting Description and date of completion	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
KFA19	TR6-13	Kms of new municipal road lanes built	Urban Roads Programme	15km	15km	2km	7km (5km)	Completion Certificates	11km (4km)	Completion Certificates	15km (4km)	Completion Certificates	15km (4km)	Completion Certificates	R 6 500 000.00	R 10 000 000.00	R 15 000 000.00	R 15 000 000.00	R 15 000 000.00	R 46 500 000	
KFA22	EEK-12	Installed capacity of submetered operators on the municipal distribution network	Urban Roads Programme	29.5kw	29 kw	N/A	N/A	N/A	N/A	N/A	N/A	N/A	29 kw	Applications from the service providers/Census mer	N/A	N/A	N/A	N/A	N/A	N/A	N/A
KFA22	EE1-13C	Number of new high mast lights installed	Streetslights or highmasts within BCMH area of supply	9	9	N/A	N/A	N/A	N/A	8 Completion certificate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	RS 000 000
KFA19	TR 6-11CC6	Km of gravel Roads upgraded to Surfaced Standard	Roads Upgrade	6km	6km	N/A	N/A	N/A	2 Consultants progress reports and Completion Certificates	3 (1)	Consultants progress reports and Completion Certificates	6 (3)	Consultants progress reports and Completion Certificates	R 10 000 000.00	R 20 000 000.00	R 40 000 000.00	R 31 589 297.00	R 31 589 297.00	R 91 589 297.00		
KFA19	CC-19	Number of bridges rehabilitated	Bridge Rehabilitation Programme	2	2	3 N/A	N/A	N/A	1 Completion Certificates	2 (1)	Completion Certificates	3 (1)	Completion Certificates	R 1 000 000.00	R 1 000 000.00	R 1 000 000.00	R 1 000 000.00	R 1 000 000.00	R 4 000 000.00		
KFA23	WS1-11	Number of new sewer connectors meeting minimum standards.	N/A	300	300	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	300	List of sewer connections done internally or practical completion certificate or project progress report for Housing projects.	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA23	WS2-11	Number of new water connectors meeting minimum standards.	N/A	500	300	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	300	List of new water connectors done internally or practical completion certificate or project progress report for Housing projects.	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget



STRATEGIC OUTCOME 4: A SPATIALLY REASONABLE CITY (WEIGHT = 100%)

NATIONAL PERFORMANCE INDICATORS

Operational Budget

Operational Budget

Operational Budget

ICF#	WGS#	Number of kilolitres reduced (physical water losses in terms of system losses)	WATER CONSERV - PRV	850 000M	850 000M	N/A	N/A	N/A	N/A	N/A	N/A	N/A	850 000M	water conservation and water demand management report	R986 428.50	R3 280 095.00	R1 315 238.00	986428.5	16 578 190
ACTING CITY MANAGER: MEL M. KUMARANA SIGNATURE:  DATE: 28/04/2022																			
ACTING HEAD OF COLLECTIONS: MEL M. KUMARANA SIGNATURE:  DATE: 28/04/2022																			

Buffalo City Metropolitan Municipality

Performance Agreement

**HEAD OF DIRECTORATE: SOLID WASTE
AND ENVIRONMENTAL MANAGEMENT**



2022/2023

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR NCEBA NCUNYANA

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

AND

MS YOLISWA SINYANYA

In her capacity as

Head of Directorate: Solid Waste and Environmental Management

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 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;

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

3. COMMENCEMENT AND DURATION

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

4. PERFORMANCE OBJECTIVES

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

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

5. PERFORMANCE MANAGEMENT SYSTEM

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

6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

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

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

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

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	<ul style="list-style-type: none"> Management Negotiation and Dispute Management 				
Programme and Project Management	<ul style="list-style-type: none"> Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation 	Basic	12%		
		Competent			
		Advanced			
		Superior			
Financial Management	<ul style="list-style-type: none"> Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring 	Basic	10%		
		Competent			
		Advanced			
		Superior			
Change Leadership	<ul style="list-style-type: none"> Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation 	Basic	9%		
		Competent			
		Advanced			
		Superior			
Governance Leadership	<ul style="list-style-type: none"> Policy Formulation Risk and Compliance Management Cooperative Governance 	Basic	9%		
		Competent			
		Advanced			
		Superior			
CORE COMPETENCIES:					
		Achievement Levels	Weight (%)	HOD's Achievement Level	CM's Score Level
Moral Competence		Basic	6%		
		Competent			
		Advanced			
		Superior			
Planning and Organising		Basic	6%		
		Competent			
		Advanced			
		Superior			
Analysis and Innovation		Basic	6%		
		Competent			
		Advanced			
		Superior			
Knowledge and Information Management		Basic	6%		
		Competent			
		Advanced			
		Superior			

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

6.4. Achievement Level Descriptions

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

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

7 EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) attached to this Agreement sets out—

7.1.1 the standards and procedures for evaluating the Employee's performance; and

7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.

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

7.3 Personal growth and development needs identified during a performance review will be documented in a Personal

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

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

7.5 The annual performance appraisal will involve:

7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;

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

7.5.2. Assessment of the CCR's

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

7.5.3. An overall rating

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

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

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

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		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".

10. OBLIGATIONS OF THE EMPLOYER

10.1. The Employer shall and agrees to –

10.1.1. Create an enabling environment to facilitate effective performance by the Employee;

10.1.2. Provide access to skills development and capacity building opportunities;

10.1.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement; and

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

11. CONSULTATION

11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others, –

11.1.1. A direct impact on the performance of any of the Employee's functions;

11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.

11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1. The evaluation of the Employee's performance will form the basis for

rewarding outstanding performance or correcting unacceptable performance.

12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.

12.4. In the case of unacceptable performance, the Employer shall—

12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.4.2. after appropriate performance counselling, and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his / her duties.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –

13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2. Any other person appointed by the Executive Mayor.

13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

14. GENERAL

14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.

14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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

AS WITNESSES:

1. L. Majilika

Yoliswa Sinyanya (Employee)

2. SGUNYA

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

AS WITNESSES:

1. Shu

Nceba Ncunyana (Acting City Manager)

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PERFORMANCE PLAN: 2022/23 FINANCIAL YEAR
 DIRECTORATE: SOLID WASTE AND ENVIRONMENTAL MANAGEMENT
 HEAD OF DIRECTORATE: MS Y. SHRYANVA

SINGAPORE OUTCOME 2: A GREENER CITY
 NATIONAL PRESCRIBED INDICATORS (WEIGHT = 100%)

KPA No.	National Reference Code	Key Performance Indicator	Project	Baseline Performance of 2021/22 (Unaudited)	Annual Target for 2022/23	Target for 2022/23 (SBSP) per Quarter				Resources Allocated for 2022/23 (SBSP) per Quarter	Total Budget allocated												
						1st Quarter Planned Target: January - September 2022	2nd Quarter Planned Target: October - December 2022	3rd Quarter Planned Target: January - March 2023	4th Quarter Planned Target: April - June 2023														
KPA18	ENV 3.14	Percentage of known informal settlements receiving basic refuse removal services	Waste handling		100%	100%	100%	100%	100%			Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget					
KPA18	ENV 5.11	Percentage of coastline with protection measures in place			N/A	N/A	N/A	N/A	N/A														
KPA18	ENV 5.12	Number of coastal water samples taken for monitoring purposes	Water Quality Monitoring		400 coastal water samples taken for monitoring purposes	400 coastal water samples taken for monitoring purposes	100 coastal water samples taken for monitoring purposes	100 coastal water samples taken for monitoring purposes	100 coastal water samples taken for monitoring purposes			Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget					
KPA18	ENV 5.21	Number of inland water samples taken for monitoring purposes	Water Quality Monitoring		400 inland water samples taken for monitoring purposes	400 inland water samples taken for monitoring purposes	100 inland water samples taken for monitoring purposes	100 inland water samples taken for monitoring purposes	100 inland water samples taken for monitoring purposes			Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget					
KPA16	ENV4.21	Percentage of biodiversity priority areas protected	N/A		48.85% of biodiversity priority areas protected	48.85% of biodiversity priority areas protected	N/A	N/A	N/A														

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KFA16	ENV4.11	Percentage of biodiversity priority area within the metro	N/A	2.6% of biodiversity priority area within the metro	2.6% of biodiversity priority area within the metro	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.6% of biodiversity priority area within the metro	GIS Spatial Map: Report of biodiversity priority area within the metro	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
KFA13	ENV1.11	Percentage of atmospheric emission licenses (AELs) processed within guideline timeframes	Atmospheric Emissions Licensing	100% of atmospheric emission licenses (AELs) processed within guideline timeframes	100% of atmospheric emission licenses (AELs) processed within guideline timeframes	100% of atmospheric emission licenses (AELs) processed within guideline timeframes	Copy of Atmospheric License applications processed	100% of atmospheric emission licenses (AELs) processed within guideline timeframes	Copy of Atmospheric License applications processed	100% of atmospheric emission licenses (AELs) processed within guideline timeframes	Copy of Atmospheric License applications processed	100% of atmospheric emission licenses (AELs) processed within guideline timeframes	Copy of Atmospheric License applications processed	100% of atmospheric emission licenses (AELs) processed within guideline timeframes	Copy of Atmospheric License applications processed	100% of atmospheric emission licenses (AELs) processed within guideline timeframes	Copy of Atmospheric License applications processed	100% of atmospheric emission licenses (AELs) processed within guideline timeframes	Copy of Atmospheric License applications processed	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA14	ENV1.12	Percentage of Air Quality (AQ) monitoring stations providing adequate data over a reporting year	Air Monitoring Stations	75% of Air Quality Monitoring Stations (East London, Zwaitsha & Gomp station)	75% of Air Quality (AQ) monitoring stations providing adequate data	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	75% of Air Quality (AQ) monitoring stations providing adequate data	Air Quality Monitoring Report	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	
SCHEM INDICATORS																											
KFA18	ENV 5.21(a)	Number of midland water samples taken for monitoring purposes	Water Quality Monitoring	New Indicator: 4 Waste Diversion Buy-Back Centres established (4) at Coastal regions	200 Midland water samples taken for monitoring purposes	50 Midland water samples taken for monitoring purposes	Laboratory report	50 Midland water samples taken for monitoring purposes	Laboratory report	50 Midland water samples taken for monitoring purposes	Laboratory report	50 Midland water samples taken for monitoring purposes	Laboratory report	50 Midland water samples taken for monitoring purposes	Laboratory report	50 Midland water samples taken for monitoring purposes	Laboratory report	50 Midland water samples taken for monitoring purposes	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA18	GC102	Number of Waste Diversion Buy-Back Centres Established	Waste Diversion Buy-Back Centres	4 Waste Diversion Buy-Back centres established (4) at Coastal regions	4 Waste Diversion Buy-Back centres established - One (1) at Midland; One (1) at Inland; Two (2) at Coastal regions	N/A	N/A	One (1) Waste Diversion Buy back Centre established at Midland	Report: Dated Pictures	One (1) Waste Diversion Buy-back centre established at Inland	Report: Dated Pictures	Two (2) Waste Diversion Buy-back centres established at Coastal	Report: Dated Pictures	N/A	N/A	N/A	N/A	N/A	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget
KFA18	GC101	Number of Tons of recyclables diverted from Landfills to Buy-Back Centres	Implementation of waste diversion initiatives	20 Tons of recyclables diverted from Landfills to Buy-Back Centres	80 Tons of recyclables diverted from Landfills to Buy-Back Centres	10 Tons of recyclables diverted from Landfills to Buy-Back Centres	Buyback Centre Data of Recyclables; Operational Report	20 Tons of recyclables diverted from Landfills to Buy-Back Centres	Buyback Centre Data of Recyclables; Operational Report	20 Tons of recyclables diverted from Landfills to Buy-Back Centres	Buyback Centre Data of Recyclables; Operational Report	30 Tons of recyclables diverted from Landfills to Buy-Back Centres	Buyback Centre Data of Recyclables; Operational Report	N/A	N/A	N/A	N/A	N/A	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget	Operational Budget

ACTING CITY MANAGER: MR. M. DICKWANA



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HEAD OF DEPARTMENT: MS. T. SIBANYA

SIGNATURE:



28/06/2023

28/06/2023

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DATE: 28/06/2023