

## Buffalo City Metropolitan Municipality

# Performance Agreement

**DIRECTOR: ENGINEERING SERVICES**



2014/15

# **PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN:**

**MR ANDILE FANI**

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

**AND**

**MR NCEBA NCUNYANA**

In his capacity as

**Director: Engineering Services**

**FOR THE**

**FINANCIAL YEAR 1 JULY 2014 – 30 JUNE 2015**

## PERFORMANCE AGREEMENT

### **ENTERED INTO BY AND BETWEEN:**

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

And

**Mr Nceba Ncunyana, in his capacity as Director: Engineering 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 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 2014 and will remain in force until a new official appointment is made or another incumbent is appointed to act where after 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

**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 KPAs (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 Key Performance Areas (KPAs) 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 KPAs 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 KPAs, 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:

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	10
Municipal Institutional Development and Transformation	10
Local Economic Development	10
Municipal Financial Viability and Management	20
Good Governance and Public Participation	50
Total	100%

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

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

implementation		
Knowledge of more than one functional municipal field discipline		
Skills in Mediation		
Skills in Governance		
Competence as required by other national line sector departments		
Exceptional and dynamic creativity to improve the functioning of the municipality	essential	10
<b>TOTAL</b>		<b>100%</b>

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

### 7.5.2. Assessment of the CCR's

- (a) Each CCR's will be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale will be provided for each CCR's.
- (c) Based on the assessment rating calculator set out in the scorecard used whereafter 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 KPA's and CCRs:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
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 2014   |
| Second quarter | : | October - December 2014 |
| Third quarter  | : | January - March 2015    |
| Fourth quarter | : | April – June 2015       |

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 –

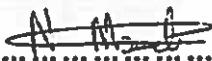
- 13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2. Any other person appointed by the Executive Mayor.
- 13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

**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 30 day of June 2014.

**AS WITNESSES:**

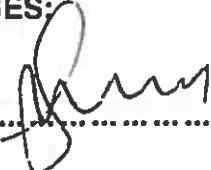
1.  .....

  
Employee

2.  .....

Thus done and signed at East London on the 30 day of June 2014.

**AS WITNESSES:**

1.  .....

  
Municipal Manager

2.  .....



Specific Objective	Strategies	Strategy code	Key Performance Indicator	Indicator Type	Baseline 2013/14 (To be confirmed at the end of financial year 2013/14)	2014/15 Target	2014/15 Quarter 1 Target Ending September 2014	Portfolio Of Evidence	2014/15 Quarter 2 Target Ending December 2014	2014/15 Quarter 3 Target Ending March 2015	Portfolio Of Evidence	2014/15 Quarter 4 Target Ending June 2015	Portfolio Of Evidence	
To ensure an electricity infrastructure service that is inclusive, safe, reliable, efficient and adequately maintained	Roll out of the electrification programme within the BCMM area of supply	BSDID25	Number of new RDP houses connected	Output	494	1000	Design and procure material	Design drawings and orders	Installation of networks	Progress reports and payment certificates	300	Completion certificates	700	Completion certificates
		BSDID26	Kilometres of roads gravelled (resaled and paved roads)	Output	150 km	150 km	Completion certificates	Completion certificates (40km)	Completion certificates	Completion certificates (70km)	300km (70km)	Completion certificates	80km (150 km)	Completion certificates
		BSDID26	Kilometres of roads surfaced	Output	15 km	20 km	Completion certificates	Completion certificates	Completion certificates	Completion certificates (10km)	5km (10km)	Completion certificates	10km (20 km)	Completion certificates
	Improve the condition of roads, storm water systems & associated structures to acceptable standards	BSD D26	Kilometres of roads maintained	Outcome	1200 km	1200 km	Statistical report on work done	Statistical report on work done	Statistical report on work done	Statistical report on work done	250	(700)	Statistical report on work done	Statistical report on work done
	To provide an accessible all weather BCMM road network	BSD D26	Number of existing BCMM Bridges rehabilitated	Input	( Specify area )	Bridge refurbished and 1 bridge for advertised	BAC resolution and assessment for 1 bridge	Design and detail and work order for 1 bridge	Design report for west bank bridge and requisition for 1 bridge	Design report for west bank bridge and work in progress for 1 bridge	Design report for west bank bridge and work in progress for 1 bridge	Advertise bid for document and progress report for 1 bridge	Advertise bid for west bank bridge and complete work on 1 bridge	Bid advert for west bank bridge and completion certificate
		BSD D26	Kilometres of storm water drainage installed	BEPP	150	20	Procurement consultant for west bank	1	Procurement consultant for west bank	Procurement consultant for west bank	1	completion certificates	6	completion certificates
	To ensure that water and sanitation systems are well maintained and efficiently functioning throughout BCMM	BSD D27	% compliance with relevant discharge conditions	Outcome	74%	74% (QUARTERLY AVERAGE)	75%	Statistics of laboratory results for treatment Works across the BCMM	75%	Statistics of laboratory results for treatment Works across the BCMM	75%	Statistics of laboratory results for treatment Works across the BCMM	75%	Statistics of laboratory results for treatment Works across the BCMM
		BSDID28	% compliance of water treatment works with SANS 241 requirements	Outcome	95%	95%	Monthly water quality results from laboratory averaged over the quarter	95%	Monthly water quality results from laboratory averaged over the quarter	95%	Monthly water quality results from laboratory averaged over the quarter	95%	Monthly water quality results from laboratory averaged over the quarter	95%
		BSDID28	Number of unplanned water interruptions (exceeding 24 hours)	BEPP	12 or less interruption per annum	Less than 12	Records of infrastructure breakdown	3 or less per quarter	Records of infrastructure breakdown	3 or less per quarter	Records of infrastructure breakdown	3 or less per quarter	Records of infrastructure breakdown	3 or less per quarter
	Compliance of water treatment works with SA-NIS 241	BSDID28	Number of formal domestic customers receiving water services	BEPP (Reporting only not in control of BCMM)	103552	107364	Report on number of application received and completed	0	Report on number of application received and completed	0	Report on number of application received and completed	0	Report on number of application received and completed	3712 (107364)
	To ensure that water supply systems in BCMM are compliant with SANS 241 drinking standards requirements	BSDID28	Number of water service points installed for informal settlement dwellers within a 200m radius	BEPP	862	15	No reporting at this quarter	5	Completion certificates/job cards	5	Completion certificates/job cards	5	Completion certificates/job cards	5 (15)

Specific Objective	Strategies	Strategy code	Key Performance Indicator	Indicator Type	Baseline 2013/14 (To be confirmed at the end of financial year 2013/14)	2014/15 Target	2014/15 Quarter 1 Target Ending September 2014	Portfolio Of Evidence	2014/15 Quarter 2 Target Ending December 2014	Portfolio Of Evidence	2014/15 Quarter 3 Target Ending March 2015	Portfolio Of Evidence	2014/15 Quarter 4 Target Ending June 2015	Portfolio Of Evidence	
		BSDID29	Number of new households (RDP) provided with water connections	BEPP	1061	150 (Second creek)	0	Progress report	0	Progress report	50	Job cards	100 (150)	Job cards	
To ensure water supply systems in BCMM are compliant with Blue Drop Certification		BSDID29	Number of consumer units provided with access to a free basic level of potable water, by means of an individual HH supply or in informal areas by means of a standpipe within 200m	BEPP	1400	950 (200 KomaniShini and 750 in Amahleke and Ncatha by 15 standpipes to service 50h per standpipe within 200 m radius)	0	250 informal by 5 stand pipes	700 (Complete komaniShini 200 by 10 stand pipes covering 500 informals)	Completion certificates	950 (200 KomaniShini and 750 in Amahleke and Ncatha by 15 standpipes covering 750 informals)	Completion certificates	Completion certificates		
To ensure effective conservation and management of water resource in BCMM		BSDID30	Implementation of water conservation and demand management strategies	Input	1 400 000 kl	1 200 000kl	0	Progress report on water loss projects	0	Progress report on water loss projects	0	Progress report on water loss projects	1 200 000kl	Water loss stats report	
To ensure that households with BCMM have access to basic level of sanitation		BSDID31	Provision of basic level of sanitation on 10 households	Output	90% (201 598)	91% (203 598)	201798	Completion certificates	202298	Completion certificates	202798	Completion certificates	91% (203 598)	Completion certificates	
		BSDID31	Number of formal domestic customers receiving sewerage services	BEPP	2300	2000 (based on housing units to be constructed by Human Settlement)	50	Completion certificates/Job cards	400 (500)	Completion certificates/Job cards	400 (100)	Completion certificates/Job cards	1500 (2000)	Completion certificates/Job cards	
		BSDD31	Backing in the provision of basic sanitation services (above RDP standards)	BEPP	63142	1500	(61642)	0	0	30 (63112)	Completion certificates/Job cards	500 (62642)	Completion certificates/Job cards	1500 (63142)	Completion certificates/Job cards



