



a world class African city

PERFORMANCE AGREEMENT

Made and entered into by and between

THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY
("the City")

(Represented by Gerald Dumas, Chief Operations Officer, duly
authorised by Municipal Council Resolution)

and

Patrick Phophi
("the Acting Executive Director ")

for the financial year: 1 July 2016 to 30 June 2017

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1. INTRODUCTION

- 1.1 The City has entered into a contract of employment with the Acting Executive Director for a period of 5 years, ending on _____ in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Acting Executive Director reporting to the Chief operations officer, to a set of actions that will secure local government policy goals.

2. PURPOSE OF THIS AGREEMENT

- 2.1 The parties agree that the purpose of this Agreement is to:
- 2.1.1 comply with the provisions of Section 57(1)(b), 4(A), (4B) and (5) of the Systems act; and the employment contract entered into between the parties;
- 2.1.2 specify objectives and targets established for the Acting Executive Director;
- 2.1.3 specify accountabilities as set out in the performance plan (scorecard) attached as Annexure 'A';
- 2.1.4 monitor and measure performance against set targeted outputs;
- 2.1.5 use the performance agreement and scorecard as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.1.6 in the event of outstanding performance, to appropriately reward the employee in accordance with the City's performance management policy; and

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- 2.1.7 give effect to the City's commitment to a performance-orientated relationship with the Acting Executive Director in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Acting Executive Director, and, subject to paragraph 3.3, will continue in force until a new performance agreement is concluded between the parties as contemplated in paragraph 3.2.

3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year.

3.3 This Agreement will terminate on the termination of the Chief operations officer's contract of employment regardless of the reason for such termination.

3.4 The content of this agreement may be revised at any time during the abovementioned 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 be revised.

4. PERFORMANCE OBJECTIVES

4.1 The scorecard in Annexure "A" sets out:

4.1.1 the performance objectives and targets that must be met by the Acting Executive Director; 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" (scorecard) are set by the Chief operations officer and the Group Performance Audit Committee after consultation with the Acting Executive Director and are based on the Growth and Development Strategy, Integrated Development Plan, Mayoral Priorities Service Delivery and Budget Implementation Plan (SDBIP) and Budget of the City, and include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Acting Executive Director's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the City's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT POLICY

- 5.1 The Parties record that the City has a Performance Management Policy, which may be amended from time to time. It describes the systems and procedures of performance management in the City in which the Acting Executive Director will be required to engage in performing his job.
- 5.2 The Acting Executive Director agrees to participate in the performance management system that the City adopts or introduces.
- 5.3 The Acting Executive Director accepts that the purpose of the performance management policy and system is to provide a comprehensive system with specific performance standards to assist the City, Chief operations officer and Acting Executive Director to perform to the standards required.

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5.4 The Acting Executive Director undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.

5.5 The Acting Executive Director's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPAs.

6. EVALUATING PERFORMANCE

6.1 It is recorded that in terms of the City's performance management policy and system, for purposes of evaluation of the performance of the Acting Executive Director, a Group Performance Audit Committee / Performance Evaluation Panel has been established to assist the Chief operations officer and in the process of evaluating the Performance of the Acting Executive Director.

6.2 The performance of the Acting Executive Director in relation to his or her performance agreement shall be reviewed on a quarterly basis as follows:

First quarter : July – September

Second quarter : October – December

Third quarter : January – March

Fourth quarter : April - June

6.3 The Chief operations officer shall ensure that the Group Performance Audit Committee be convened to conduct review sessions on the performance of the Acting Executive Director at least twice a year.

6.4 The Chief operations officer shall ensure that a record is kept of the mid-year review and final review sessions.

- 6.5 Performance feedback shall be based on the assessment of the Acting Executive Director's performance by the Chief operations officer and Group Performance Audit Committee / Performance Evaluation Panel and may include recommendations for corrective steps to be taken to improve performance.
- 6.6 The City will be entitled to review and make reasonable changes to the provisions of the performance plan (scorecard) from time to time for operational reasons. The Acting Executive Director will be consulted before any such change is made.
- 6.7 Despite the establishment of agreed intervals for evaluation, the Chief operations officer may, in addition, review the Acting Executive Director performance at any stage while the contract of employment remains in force.
- 6.8 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.9 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA and CCR should be assessed according to the extent to which the specified standards or performance indicators have been met.

7. OBLIGATIONS OF EMPLOYER

The City must -

- 7.1 Create an enabling environment to facilitate effective performance by the employee;
- 7.2 Provide access to skills development and capacity building opportunities;
- 7.3 Work collaboratively with the Acting Executive Director to solve problems and generate solutions to common problems that may impact on the performance of the employee;

7.4 On the request of the Acting Executive Director delegate such powers reasonably required by the Acting Executive Director to enable him or her to meet the performance objectives and targets established in terms of the agreement; and

7.5 Make available to the Acting Executive Director such resources as the Acting Executive Director may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

8. CONSULTATION

The Chief operations officer agrees to consult the Acting Executive Director timeously in respect of decisions which will have a significant impact on the performance of the duties of the Acting Executive Director.

9. MANAGEMENT OF OUTCOMES

9.1 The evaluation of the Acting Executive Director's performance will form the basis for rewarding performance or correcting unacceptable performance.

9.2 A performance bonus not exceeding 14% may be paid to the Acting Executive Director in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement.

9.3 An increase may be awarded to the Acting Executive Director in accordance with the City's policy and system referred to in this agreement.

9.4 Should the Acting Executive Director be entitled to a performance bonus referred to in paragraph 9.2, this will be paid out after the tabling of the annual report.

9.5 In the case of unacceptable performance, the Chief operations officer shall provide systematic remedial or developmental support to assist the Acting Executive Director to improve his or her performance.

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- 9.6 Where the Chief operations officer is, at any time during the Acting Executive Director's employment, not satisfied with the Acting Executive Director's performance with respect to any matter dealt with in this Agreement, the Chief operations officer will give notice to the Acting Executive Director to attend a meeting with the Chief operations officer.
- 9.7 The Acting Executive Director will have the opportunity at the meeting to satisfy the Chief operations officer of the measures being taken to ensure that the Acting Executive Director's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 9.8 Where there is a dispute or difference as to the performance of the Acting Executive Director under this Agreement, the parties will confer with a view to resolving the dispute or difference.

10. DISPUTES

- 10.1 Any dispute arising out of this Agreement, shall be submitted to and determined by arbitration in accordance with the arbitration rules of an accredited private dispute resolution agency, as amended. The arbitrator shall be mutually agreed upon, and shall be selected from a list of arbitrators supplied by an accredited private dispute resolution agency.
- 10.2 The parties shall, prior to the arbitration date, be required to meet with the arbitrator in order to determine the appropriate terms of reference for the arbitrator, and his powers, and to submit an agreement in writing to the arbitrator.
- 10.3 Should the parties fail to agree on the identity of the arbitrator within a period of 14 days after the date of the submission of the dispute to the Chief operations officer, either of the parties shall be entitled to request a private dispute resolution agency, to appoint the arbitrator. The accredited private dispute resolution agency, in making the appointment, shall have regard to the nature of the dispute, and shall

have regard to the parties' requirement of speedy arbitration in the selection of arbitrators. If the appointment is to be made in this manner, preference shall be given to the attorneys or advocates on the Panel of arbitrators of the accredited private dispute resolution agency.

10.4 The arbitrator shall be entitled further to determine the procedure to be followed in the arbitration, but to ensure that each party has the right to be heard, lead appropriate witnesses, submit documentation, and to argue in respect of the appropriate outcome and remedy. The arbitrator shall, in determining the procedures to be followed, be guided by the parties intention to have the dispute finally adjudicated upon within as short as possible a period from the date of the dismissal, or of the dispute, arising.

10.5 The parties shall be entitled to be represented by a representative of choice at the arbitration, and the outcome of the arbitration shall be final and binding. The Acting Executive Director shall be bound to the dispute resolution procedures contained herein.

10.6 The fact that any dispute has been referred to, or is the subject of an arbitration, as well as any information submitted or furnished to the arbitrator, or in any other matter forming part of the record of any arbitration proceeding, shall be kept confidential by the parties to such proceeding.

11. GENERAL

11.1 The contents of the Agreement and the outcome of any review conducted in terms of Annexure "A" (scorecard) will not be confidential, and may be made available to the public by the City, where appropriate.

11.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Acting Executive Director in terms of his contract or employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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SIGNED at Braamfontein on this the 30th day of June 2016

For: **THE CITY OF JOHANNESBURG**
METROPOLITAN MUNICIPALITY



Chief Operations Officer


Witness:



Witness:

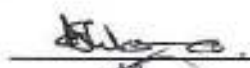


SIGNED at Braamfontein on this the 30th day of June 2016



Acting Executive Director

Witness:



Witness:

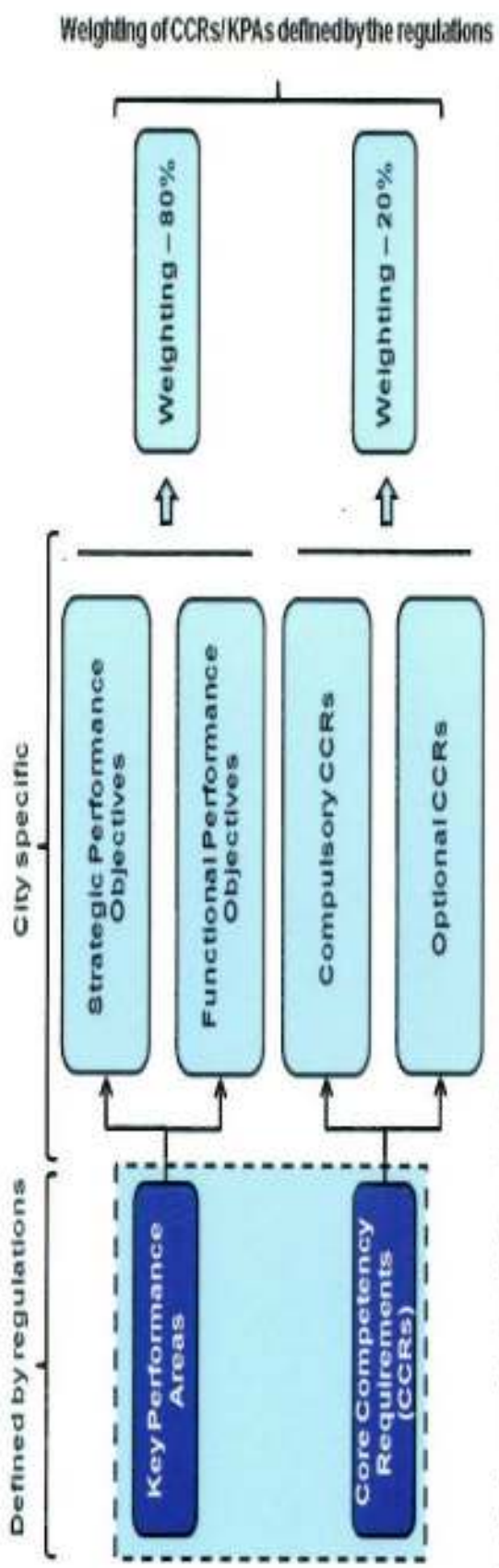




PERFORMANCE SCORECARD	
Employee	Patrick Phophi : Acting Executive Director
Manager	Gerald Dumas: Chief Operations Officer
Department	Housing
Responsibilities	<ul style="list-style-type: none">• Access to affordable, safe and decent accommodation.• Creating a wide range of housing options for earners of varying income scales.• Support the efforts of the private sector to provide affordable units for rental or for purchase.• Promotion of a more environmentally conscious lifestyle, adoption of green housing practices and technologies.
GDS Outcome	Outcome 2: Provision of a resilient, live-able, sustainable urban environment, underpinned by infrastructure supportive of a low-carbon economy
The period of this Performance Plan is from 1 July 2016 to 30 June 2017	

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The individual performance scorecards shall be made up of Key Performance Areas (KPA) (divided into Functional Performance Objectives (FPO) and Strategic Performance Objectives (SPO)) and Core Competency Requirements (CCR). Therefore, the scorecard is separated into three sections, namely, Functional Performance Objectives, Strategic Performance Objectives and Core Competency Requirements.



Strategic Performance Objectives (SPOs) are those KPAs which are derived from key citywide and sector based objectives and strategies. Of the total 80% KPA weighting, the relative weighting for SPOs should not be less than 50%. The SPOs are developed to reflect the City's strategic priorities within the individual employee scorecard.

Functional Performance Objectives (FPOs) relate to the employee's functional areas, objectives and responsibilities. Of the total 80% KPA weighting, the relative weighting for FPOs should not exceed 30%.

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SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES (SPOS)

Key Performance Area (KPA): Strategic Performance Objectives (SPOs)						
KPA/SPO No	Key Performance Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
(Total weighting should not be less than 50%)						
1.	Facilitate security of tenure	1.1	Number of title deeds lodged	2291	1 = 2100 2 = 2200 3 = 2300 4 = 2400 5 = 2500	Letter from Conveyancer Departmental Performance quarterly report
2.	To ensure effective management of informal settlements Comprehensive upgrade of existing informal settlement	2.1	Number of household relocated	449	1 = 300 2 = 400 3 = 500 4 = 600 5 = 700	Database of beneficiaries Relocation slips / Happy Letter Letter to handover land, acknowledged by the receiving institution
		2.2	Number of household electrified	867	1 = 700 2 = 800 3 = 900 4 = 1000 5 = 1100	Completion Certificate from City Power/ESKOM And/or Letter from the entities Departmental Quarterly Performance Report
3.	To ensure provision of affordable, safe and decent accommodation through various mechanism	2.3	No. of informal settlements electrified beneficiaries		3 = 1 4 = 2 5 = 3	Completion Certificate from City Power/ESKOM And/or Letter from the entities Departmental Quarterly Performance Report
		3.1	Number of housing opportunities provided through Mixed Development / CBP housing programme	3484	1 = 2700 2 = 2900 3 = 3000 4 = 3200 5 = 3500	Happy letter, inspection report and/or letter from the developer Departmental Quarterly performance report
4.	To ensure financial prudence City with	4.1	Attainment of Clean Audit Report	Unqualified Audit	1 = Adverse Audit report ¹ 2 = Qualified Audit Report ²	Audited Financial Statements

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Key Performance Area (KPA): Strategic Performance Objectives (SPOs)						
(Total weighting should not be less than 50%)						
KPA/ SPO No	Key Performance Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
	clean audits by the Auditor General			Report	3= Unqualified Audit Report ¹ 4= Unqualified report without material other matters ¹ 5=Unqualified audit report without other matters	Auditor General management report and Audit Report
		4.2	% Resolution of internal and external (AGSA) audit findings		1=85% resolution 2=90% resolution 3=95% resolution 4=97% resolution 5= 100% resolution	<ul style="list-style-type: none"> • Internal Audit Report on Findings • Management Letter • Annual/Quarterly Dashboard

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SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO)

FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHT MUST NOT EXCEED 30%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
1	Ensure sound Procurement Management and control	1.1	% Compliance to the acquisition plan ⁵		1= 50% ⁶ 2 = 65% ⁷ 3= 80% ⁸ 4 = 90% ⁹ 5 = 100% ¹⁰	<ul style="list-style-type: none"> • Approved departmental Acquisition plan; • Departmental procurement compliance report by SCM
		1.2	% Reduction of SCM ratification and deviations submitted by the department		1 = 0% (and less) of money recovered 2 = Disciplinary action for non-compliant employees to SCM regulation 36(a) (i to v) ¹¹ 3= All submitted SCM regulation 36(a) (i to v) approved by EAC ¹² 4= Compliant ratification	<ul style="list-style-type: none"> • Departmental ratification reports and EAC Minutes; • Departmental deviation reports and EAC Minutes; • Progress report

⁵ departmental procurements of goods & services within specified timeframes and budgeted value approved on the departmental Acquisition Plan (procurements compliance with the approved departmental Acquisition Plan)

⁶ % (and less) of departmental goods & services procured within specified timeframes and budgeted value approved on the departmental Acquisition Plan.

⁷ Departmental goods & services procured within specified timeframes and budgeted value approved on the departmental Acquisition Plan.

⁸ Departmental goods & services procured within specified timeframes and budgeted value approved on the departmental Acquisition Plan.

⁹ departmental goods & services procured within specified timeframes and budgeted value approved on the departmental Acquisition Plan.

¹⁰ Departmental goods & services procured within specified timeframes and budgeted value approved on the departmental Acquisition Plan.

¹¹ Target level 2 will also include 100% compliance of deviation reports to the provisions of Regulation 36 (1)(a)(i to v) without any failure by the official to execute his or her duties accordingly.

¹² Target level 2 will also include 100% compliance of deviation reports to the provisions of Regulation 36 (1)(a)(i to v) without any failure by the official to execute his or her duties accordingly.

FUNCTIONAL PERFORMANCE OBJECTIVES						
(TOTAL WEIGHT MUST NOT EXCEED 30%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2	Management of the departmental, project and contract risks to acceptable levels.	2.1	% of departmental strategic risks managed to acceptable levels ¹³		and deviation submitted 5 = 0% SCM ratification and deviation submitted	<ul style="list-style-type: none"> Departmental Quarter 4 report and Mayoral Committee minutes. GRGC Annual Risk analysis report and Minutes
		2.2	% of departmental key projects and/or contract risks managed to acceptable levels ¹⁴		1 = Approved risk registers 2 = Risk mitigations updates 3 = 65% of key strategic risks improved 4 = 75% of key strategic risks improved 5 = 85% of key strategic risks improved	<ul style="list-style-type: none"> Departmental Quarter 4 report Mayoral Committee minutes. GRGC Annual Risk analysis report and Minutes

¹³ This requires that each Department with the help of Group Risk Services (as a specialist in the field) to identified and determine the desired residual risks level where the risk will be managed towards. This desired residual risks level will become a target to manage the risk towards.

¹⁴ This KPI refers to projects and contracts the department is implementing. The department should including risk management from planning to final completion of the project/contract. Project and contract risks will be identified by department (assisted by Group Risk Services) for each project/contract, acceptable levels determined and agreed. These project and contract risks will be managed by the department to agreed acceptable levels on a continuous basis.

FUNCTIONAL PERFORMANCE OBJECTIVES						
(TOTAL WEIGHT MUST NOT EXCEED 30%)						
KPA No.	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	To promote accountability of employees and organisations in using resources and ensuring that implementation objectives are met	3.1	% achievement of departmental SDBIP set performance measures		<p>1 = 70% of departmental SDBIP set performance measures achieved.</p> <p>2 = 80% of departmental SDBIP set performance measures achieved.</p> <p>3 = 85% of departmental SDBIP set performance measures achieved.</p> <p>4 = 90% of departmental SDBIP set performance measures achieved.</p> <p>5 = +95% of departmental SDBIP set performance measures achieved.</p>	<ul style="list-style-type: none"> Sub Mayoral Cluster Quarter 4 assessment report. Minutes of Sub-Mayoral Cluster Committee

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SECTION 3: CORE COMPETENCY REQUIREMENTS

KEY PERFORMANCE AREA: CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHT MUST BE 20%)

No	Core Competence	KPI No	Competency Indicator's	Baseline	Target	Means of Verification
1	Financially and administratively sustainable and resilient city	1.1	% Spent of allocated departmental Capex		1 = Overspending 2 = 50% Capex 3 = 95% Capex Expenditure ¹⁵ 4 = 96% Capex 5 = 97% Capex	Annual financial expenditure report by Group Finance
		1.2	% Spent of allocated departmental Opex budget	114 R	1 = 10 % Opex 2 = 50% Opex 3 = 95% Opex Expenditure ¹⁶ 4 = 97% Opex 5 = 100% Opex	Annual financial expenditure report by Group Finance
People Management and Empowerment (Compulsory)						
2	Knowledge of Performance Management and Reporting 10	2.1	% of employees receiving performance coaching and review as per the policy		1 = Less than 100% of employees with signed performance scorecards (including ILP's) 2 = 100% of employees with signed performance scorecards (including signed ILP's) 3 = 100% of employees received performance coaching and review as per the policy 4 = 50% of employees achieved 90% achievements of their scorecards set targets 5 = +60% of employees achieved 90%	Database of signed scorecards, ILP's and review session dates Final review report and signed spreadsheet with final scores signed by HCM

¹⁵ The Capital expenditure will be implemented in line with the SDBIP budget expenditure projections

¹⁶ The Operational expenditure will be implemented in line with the SDBIP budget expenditure projections

KEY PERFORMANCE AREA: CORE MANAGERIAL COMPETENCIES

(TOTAL WEIGHT MUST BE 20%)

No	Core Competence	KPI No	Competency Indicator's	Baseline	Target	Means of Verification
Customer Orientation and Customer Focus (Compulsory)						
3	Improve perception of the City's performance and service offering	3.1	% Improvement in the customer perception as per the Customer Service Survey for the City of Johannesburg	59	1=Action Plan 2=CSI <59 3=CSI >59 4=CSI >60 5=CSI >62	Customer Satisfaction Survey rating results

By signing this performance scorecard the manager and employee hereby indicate their full understanding of, and agreement with the contents of the scorecard. The manager and the employee both acknowledge that this is in full compliance with the City's Performance Management Policy.

Signed : Patrick Phophi A/ED: Housing		Signed: Gerald Dumas Chief Operations Officer		Date: 30.06.2017
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