

a world class African city

## PERFORMANCE AGREEMENT

Made and entered into by and between

**THE CITY OF JOHANNESBURG METROPOLITAN  
MUNICIPALITY**

("the City")

(Represented by Mavela AV Dlamini, "the City Manager",  
duly authorised by Municipal Council Resolution)

and

Uhuru Nene  
("the Manager")

for the financial year: 1 July 2009 to 30 June 2010

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**1. INTRODUCTION**

- 1.1 The City has entered into a contract of employment with the Manager for a period of 5 years, ending on 30 June 2011 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 Manager reporting to the City Manager, to a set of actions that will secure local government policy goals.

**2. PURPOSE OF THIS AGREEMENT**

The parties agree that the purpose of this Agreement is to:

- 2.1 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;
- 2.2 specify objectives and targets established for the Manager;
- 2.3 specify accountabilities as set out in the performance plan (scorecard) attached as Annexure 'A';
- 2.4 monitor and measure performance against set targeted outputs;
- 2.5 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;
- 2.6 in the event of outstanding performance, to appropriately reward the employee in accordance with the City's performance management policy; and
- 2.7 give effect to the City's commitment to a performance-orientated relationship with the Manager in attaining equitable and improved service delivery.

**3. COMMENCEMENT AND DURATION**

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### 3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Manager, 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 City Manager'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

The scorecard in Annexure "A" sets out:

- 4.1 the performance objectives and targets that must be met by the Manager; and 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 City Manager and the City's Performance Audit Committee after consultation with the Manager 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.

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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 Manager'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 Manager will be required to engage in performing his job.

5.2 The Manager agrees to participate in the performance management system that the City adopts or introduces.

5.3 The Manager 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, City Manager and Manager to perform to the standards required.

5.4 The Manager 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 Manager'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.

5.6 The performance agreement to be signed for the financial year 2009/2010 will incorporate the provisions of the revised policy.

#### 6. EVALUATING PERFORMANCE

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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 Manager, a Performance Audit Committee has been established to assist the City Manager in the process of evaluating the Performance of the Manager.

6.2 The performance of the Manager 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 City Manager shall ensure that the City's Performance Audit Committee be convened to conduct coaching and/or review sessions on the performance of the Manager quarterly.


6.4 The City Manager shall ensure that a record is kept of the coaching, mid-year review and final review sessions.

6.5 Performance feedback shall be based on the assessment of the Manager's performance by the City Manager and Performance Audit Committee 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 Manager will be consulted before any such change is made.

6.7 Despite the establishment of agreed intervals for evaluation, the City Manager may, in addition, review the Manager's 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.

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- 6.9 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA 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 Manager 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 Manager delegate such powers reasonably required by the Manager 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 Manager such resources as the City Manager may reasonably require from time to time assist him or her to meet the performance objectives and targets established in terms of the agreement.

**8. CONSULTATION**

The City Manager agrees to consult the Manager timeously in respect of decisions which will have a significant impact on the performance of the duties of the Manager.

**9. MANAGEMENT OF OUTCOMES**

- 9.1 The evaluation of the Manager's performance will form the basis for rewarding performance or correcting unacceptable performance.

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- 9.2 A performance bonus not exceeding 14% may be paid to the Manager 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 Manager in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the Manager 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 The Mayoral Committee and Council may moderate outcomes of individual performance management rewards of each Section 57 employee.
- 9.6 In the case of unacceptable performance, the City Manager shall provide systematic remedial or developmental support to assist the City Manager to improve his or her performance.
- 9.7 Where the City Manager is, at any time during the Manager's employment, not satisfied with the Manager's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Manager to attend a meeting with the City Manager.
- 9.8 The Manager will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Manager's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 9.9 Where there is a dispute or difference as to the performance of the Manager 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.

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- 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 City Manager, 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 Manager 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" will not be confidential, and may be made available to the public by the City, where appropriate.

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

SIGNED at Braamfontein on this the \_\_\_\_\_ day of \_\_\_\_\_ 2009.

C. Neve  
Manager

Witness: [Signature]

Witness: [Signature]

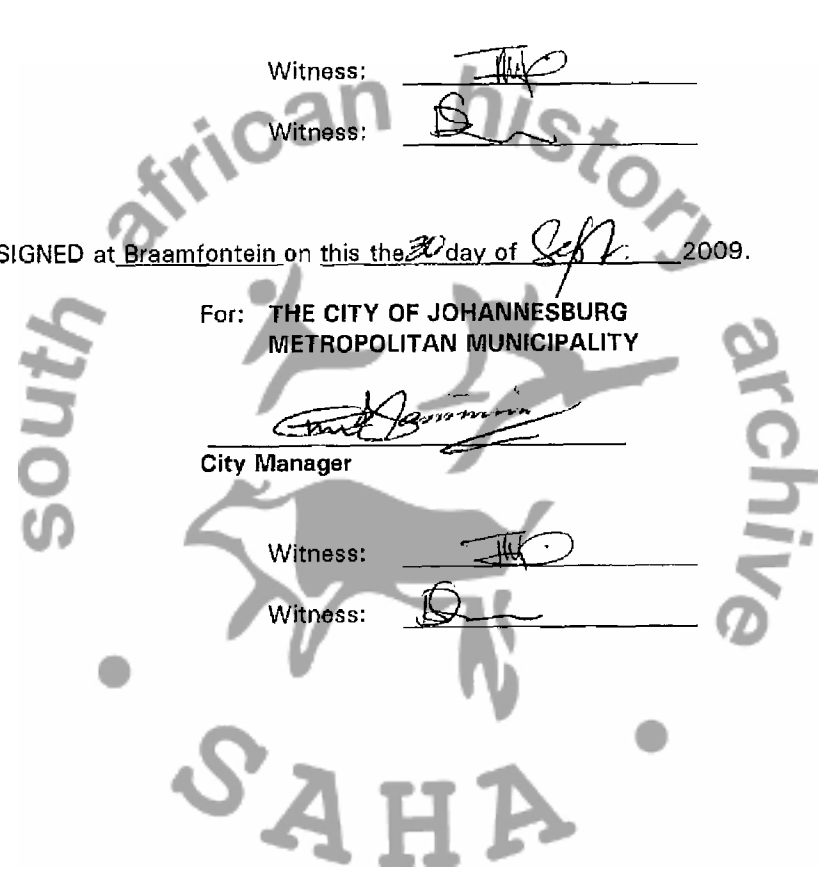
SIGNED at Braamfontein on this the 30 day of Sept. 2009.

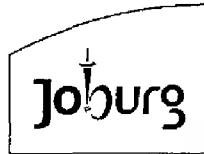
For: THE CITY OF JOHANNESBURG  
METROPOLITAN MUNICIPALITY

[Signature]  
City Manager

Witness: [Signature]


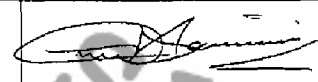
Witness: [Signature]





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Performance Scorecard: Executive Director: Housing  
[City of Johannesburg 2009/2010]

<b>Employee Name:</b> Uhuru Nene				<b>Employee Number:</b>	
<b>Job Title:</b> Executive Director		<b>Department:</b> Housing			
<b>Manager:</b> City Manager		<b>Date (Financial Year):</b> 2009/10			
<b>Position Purpose:</b>					
The period of this Performance Plan is from 1 July 2009 to 30 June 2010					
<b>Signed and accepted by the Executive Director: Housing</b>				<b>Date:</b>	
<b>Signed by the City Manager on behalf of Council</b>				<b>Date:</b> 25/10/2009.	

1	Batho Pele Mayoral Priority  The Rental Act	To enhance customer relations management	20	1.1	Minimum turn around times for resolution of complaints Involving referrals <sup>1</sup>	10 days	1 = 15 days 2 = 14 days 3 = 9 days 4 = 7 days 5 = 6 days	Quarterly departmental progress reports detailing complaints registered	Mayoral Committee Minutes
				1.2	Minimum turn around <sup>2</sup> times for resolution of complaints without referrals (internal)	7 days	1 = 3 days 2 = 4 days 3 = 6 days 4 = 4 days 5 = 3 days	Quarterly departmental progress reports detailing complaints registered	Mayoral Committee Minutes
2.	Section 26 of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996)	To provide access to adequate housing on a progressive basis and to ensure effective management of the housing environment	50	2.1	Number of development agreements entered into for special projects with other stakeholders	3 - Agreements	1 = 2 2 = 3 3 = 5 4 = 6 5 = 7	Quarterly departmental progress reports on signed developmental agreements	Mayoral Committee Minutes
				2.2	Number of title deeds lodged	7000	1 = 8 000 2 = 9 000 3 = 10 000 4 = 10 500 5 = 11 000	Title deeds register or certificates from the conveyancer	Register from Deeds office or certificate from conveyancer

<sup>1</sup> This KPI refers to complaints that are referred to Province & other stakeholders

<sup>2</sup> This KPI refer to complains that can be resolved internally by the housing department

		& To promote community development		2.3	Number of Informal settlements formalised	18	1 = 10 2 = 15 3 = 20 4 = 25 5 = 30	Quarterly departmental reports on formalization	Mayoral Committee Minutes
				2.4	Fencing of formalised units	1000	1 = 800 2 = 1000 3 = 2000 4 = 3000 5 = 3500	Quarterly departmental progress reports	Mayoral Committee Minutes
3	Section 26 of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996) The Housing 1997 (Act No. 107 of 1997) The Housing Act  The Social	Contribute to the development of 100 000 housing units over the next 5 years	50	3.1	Number of housing units built through Community Builder Programme (CBP/ PHP)	7000	1 = 8 000 2 = 8 500 3 = 9 000 4 = 9 500 5 = 10 000	Quarterly departmental reports detailing housing units completed	Mayoral Committee Minutes
				3.2	Number of hostel units converted to family units or other accommodation options	334	1 = 500 2 = 800 3 = 1000 4 = 1300 5 = 1500	Quarterly departmental reports detailing housing units completed	Mayoral Committee Minutes

Objective	Key Performance Indicator	Target	Measurement	Reporting Period	Reporting Mechanism
Housing Policy The Municipal Systems Act	3.3	Number of houses built in mixed developments projects	5700 1 = 6000 2 = 7000 3 = 8 000 4 = 9 000 5 = 10 000	Quarterly departmental reports detailing houses built in mixed development projects	Mayoral Committee Minutes
	3.4	Number of rental units built, including those facilitated by other stakeholders	3000 1 = 1000 2 = 1500 3 = 2000 4 = 2500 5 = 3000	Quarterly departmental reports detailing rental units built	Mayoral Committee Minutes
	3.5	Number of units refurbished for temporary accommodation in the Inner city	1000 1 = 150 2 = 200 3 = 300 4 = 400 5 = 500	Quarterly departmental reports detailing units refurbished for temporary accommodation in the Inner city	Mayoral Committee Minutes
	3.6	Number of units completed through the alternative technology programme	New indicator 1 = 500 2 = 800 3 = 1000 4 = 1500 5 = 2000	Quarterly departmental reports detailing units completed through alternative technology programme	Mayoral Committee Minutes

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				3.7	Landlord units constructed	New indicator	1 = 35 2 = 40 3 = 50 4 = 90 5 = 100	Quarterly departmental reports detailing landlord units constructed	Mayoral Committee Minutes
				3.8	Number of jobs created through the EPWP	3000	1 = 2500 2 = 3000 3 = 4000 4 = 4500 5 = 6000	Quarterly EPWP reports to Mayoral Committee	Mayoral Committee Reports
4	Section 26 of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996) The Housing Act, 1997 (Act No. 107 of 1997)  The Housing Act	To reduce housing backlogs	30	4.1	% Allocation as compared to subsidy approval by Province <sup>3</sup> (In relation to Provincial data base)	New indicator	1 = 50% 2 = 65% 3 = 70% 4 = 80% 5 = 90%	Quarterly departmental reports detailing allocation as compared to subsidy approval	Mayoral Committee Minutes
				4.2	% Reduction in 96/97 housing backlog <sup>4</sup> (In relation to Provincial data base)	0	1 = 10% 2 = 20% 3 = 30% 4 = 40% 5 = 50%	Quarterly departmental reports detailing Province approvals from the City's submission	Mayoral Committee Minutes

<sup>3</sup> Number of houses to be advised

<sup>4</sup> This KPI refers to the 96/97 waiting list

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5.	Section 26 of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996) The Housing Act, 1997 (Act No. 107 of 1997)  The Housing Act	Effective Management of Council Stock	30	5.1	% Rent in collection	42%	1 = 40% 2 = 45% 3 = 50% 4 = 55% 5 = 60%	Financial Reconciliation	Certified by Corporate Finance
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				5.2	Development and implementation of a maintenance and preservation plan of strategic assets <sup>5</sup>	New indicator	1 = Audit of infrastructure 2 = Maintenance plan 3 = 20% implementation of plan as per 2008/9 milestones 4 = 25% 5 = 30%	Quarterly departmental implementation reports	Mayoral Committee Minutes
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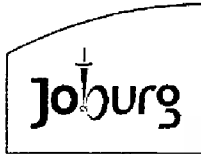
<sup>5</sup> Old Age Homes and Flats refurbishment

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6.	Section 26 of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996) The Housing Act, 1997 (Act No. 107 of 1997) The Housing Act The Social Housing Policy The Municipal Systems Act	To ensure efficient financial management and control	20	6.1	% Attainment of clean audit report	Clean Audit	1= Disclaimer 2= Qualified Audit 3=Unqualified Audit 4=Clean Audit Report with matter of emphasis 5= Clean audit report with unrepeated issues from the previous AG's report	Audited Financial Statements and Performance report	Audited Financial Statements and Performance report approved by Mayoral Committee and Council
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: Uhuru Nene ED: Housing		<i>U Nene</i>			Signed: Mavela AV Dlamini City Manager		<i>Mavela AV Dlamini</i>		Date 30/09/2007

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Performance Scorecard  
Housing Sector  
[City of Johannesburg 2010/2011]

PERFORMANCE SCORECARD	
Acting Sector Lead:	Walter Melato
Sector Members:	Rory Gallocher: CEO: Joburg Social Housing Company
Member of the Mayoral Committee:	Councillor Ruby Mathang
Oversight Committee:	Section 79 Committee
The period of this Performance Plan is from 1 July 2010 to 30 June 2011	

SPO/ KPA No	Legislative Compliance	Strategic Performance Objectives (SPOs) / Key Performance Areas (KPA's)	Weight		KPI No.	Key Performance Indicators (KPI's)	Baseline	Target	Evidence	Means of Verification
			SPO	KPA						
1.	Section 26 of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996)	To provide access to adequate housing on a progressive basis			1.1	Number of title deeds lodged	3 700 (End March)	1 = 3 500 2 = 4 000 3 = 5000 4 = 6 000 5 = 7 000	Title deeds register or certificates from the conveyance	Register from Deeds office or certificate from conveyance
2.		Number of Informal settlements formalised			2.1	Category 1 – Number of Insitu Upgrade <sup>1</sup>	New KPI	1 = 9 2 = 10 3 = 15 4 = 20 5 = 25	Quarterly reports on formalization	Approved Layout Plan
					2.2	Category 2 – Number of settlements Relocation <sup>2</sup>	New KPI	1 = 3 3 = 5 5 = 7	Summary Report on Relocations and Photographs	Relocations Slips/ Resettlement plan
					2.3	Category 3 – Number of settlements Regularisation <sup>3</sup>	New KPI	1 = 2 3 = 3 5 = 5	Quarterly reports on formalization	Approved Layout Plan/ Geotech Report

<sup>1</sup> Settlements in the Process of Being Formalised as a Township that will result in Land Ownership at the Location (73 Settlements)

<sup>2</sup> Settlements Linked to a Project Where a township is Being Established & Will Result in Land Ownership at Alternative Location (17 Settlements)

<sup>3</sup> Settlements that Can be Regularized in Current Location With Acknowledgement of Communal Tenure (20 Settlements)

SPO/ KPA No.	Legislative Compliance	Strategic Performance Objectives (SPOs)/ Key Performance Areas (KPAs)	Weight		KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence	Means of Verification
			SPO	KPA						
					2.4	Category 4- Number of Programme linked settlements <sup>4</sup>	New KPI	1= 1 2= 2 3= 3 4= 4 5= 5	Quarterly reports on formalization	Relocations Slips/ Resettlement plan
					2.5	Category 5- Settlements Without Projects	New KPI	2= 1 3= 2 5= 3	Quarterly reports on formalization	Approved Project Plan

<sup>4</sup> Settlements Linked to Projects (47 Settlements)

SPO/ KPA No.	Legislative Compliance	Strategic Performance Objectives (SPOs) / Key Performance Areas (KPA's)	Weight		KPI No.	Key Performance Indicators (KPI's)	Baseline	Target	Evidence	Means of Verification
			SPO	KPA						
3.	Section 26 of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996) The Housing 1997 (Act No. 107 of 1997) The Housing The Social Housing Policy The Municipal Systems Act	Contribute to the development of 100 000 housing units over the next 5 years <sup>5</sup>			3.1	Number of housing opportunities created through the following programmes: 1. Community Builder Programme(4100) 2. Mixed Development(5400) 3. Hostels Upgrade(600) 4. Rental Upgraded & Build (1000)	5600 (End March)	1 = 8 000 2 = 9 500 3 = 11 000 4 = 11 500 5 = 12 000	Completion certificate or occupancy certificate	QA/Physical inspection By Internal Audit
					3.2	Transitional Accommodation (Emergency)	654 Beds	1 = 80 2 = 90 3 = 100 4 = 150 5 = 200	Completion certificates	QA/Physical inspection By Internal Audit

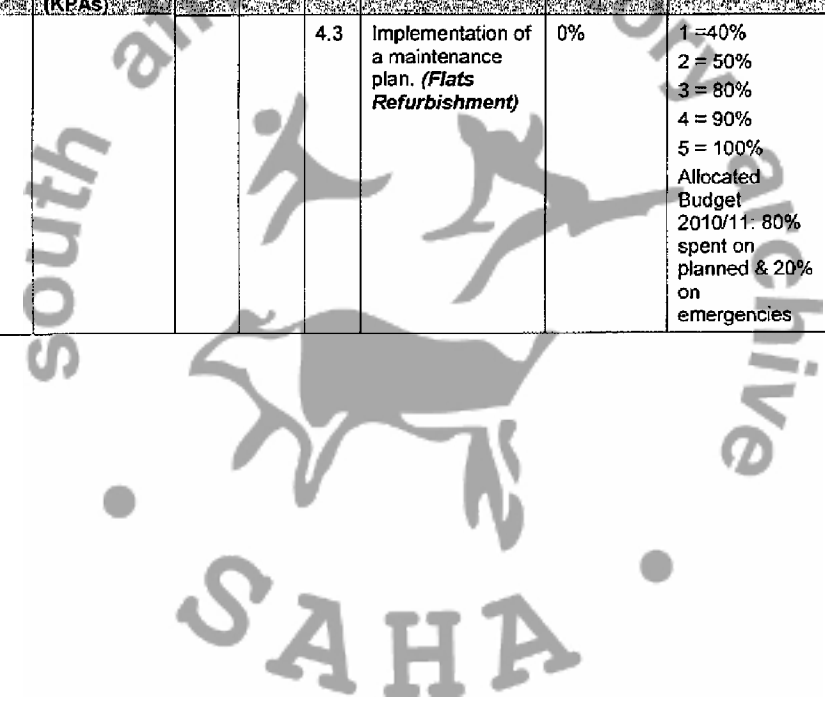
<sup>5</sup> Actual To date - 62340

SPO/ KPA No.	Legislative Compliance	Strategic Performance Objectives (SPOs) / Key Performance Areas (KPAs)	Weight		KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence	Means of Verification
			SPO	KPA						
					3.3	Number of units completed through the alternative technology programme	800 (End April)	1 = 500 2 = 800 3 = 1000 4 = 1500 5 = 2000	Completion certificates	QA/Physical inspection By Internal Audit
					3.4	No of housing opportunities created for 96/97 backlog applicants	New KPI	1 = 800 2 = 950 3 = 1000 4 = 1500 5 = 1200	Completion certificates	Relocation list
					3.5	% Of units allocated against the number of Housing opportunities created	New KPI	1 = 65% 2 = 75% 3 = 80% 4 = 90% 5 = 100% of units build this FY	Allocations register/ Happy letters or Completion Certificate	QA/Physical inspection By Internal Audit
					3.6	Number of jobs created through the EPWP	1800 (End March)	1 = 1000 2 = 2000 3 = 4000 4 = 4500 5 = 5000	EPWP Report (Detailing jobs created)	Consolidated EPWP Report approved by MC

SPO/ KPA No.	Legislative Compliance	Strategic Performance Objectives (SPOs) /Key Performance Areas (KPAs)	Weight		KPI No.	Key Performance Indicators (KPIs)e	Baseline	Target	Evidence	Means of Verification
			SPO	KPA						
4.	Section 26 of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996)  The Housing Act, 1997 (Act No. 107 of 1997)  The Housing Act	Effective Management of Council Stock			4.1	% Rent in collection	60% (End March)	1 = 50% 2 = 60% 3 = 75% 4 = 80% 5 = 85%	Financial Reconciliation	Certified by Corporate Finance
					4.2	Implementation of a maintenance and preservation plan ( <i>Old Age Homes</i> )	0%	1 =40% 2 = 50% 3 = 80% 4 = 90% 5 = 100%  Allocated Budget 2010/11: 80% spent on planned & 20% on emergencies	Approved Plan by QS	Completion Certificates

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SPO/ KPA No	Legislative Compliance	Strategic Performance Objectives (SPOs) / Key Performance Areas (KPAs)	Weight		KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence	Means of Verification
			SPO	KPA						
					4.3	Implementation of a maintenance plan. ( <i>Flats Refurbishment</i> )	0%	1 = 40% 2 = 50% 3 = 80% 4 = 90% 5 = 100% Allocated Budget 2010/11: 80% spent on planned & 20% on emergencies	Approved Plan by QS	Completion Certificates

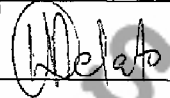



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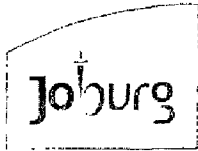


SPO/ KPA No.	Legislative Compliance	Strategic Performance Objectives (SPOs) / Key Performance Areas (KRAs)	Weight		KPI No.	Key Performance Indicators (KPIs)e	Baseline	Target	Evidence	Means of Verification
			SPO	KPA						
5.	Section 26 of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996) The Housing Act, 1997 (Act No. 107 of 1997) The Housing Act The Social Housing PolicyThe Municipal Systems Act	Effective Management of Council Stock			5.1	% Attainment of clean audit report	Clean Audit	1=Qualified Audit 3=Clean Audit Report with matter of emphasis 5=Clean Audit	AG Report approved by Mayoral Committee	AG Report approved by City Manager

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SPO/ KPA No.	Legislative Compliance	Strategic Performance Objectives (SPOs) / Key Performance Areas (KPAs)	Weight		KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence	Means of Verification
			SPO	KPA						
6.	Section 26 of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996) The Housing Act, 1997 (Act No. 107 of 1997) The Housing Act The Social Housing Policy The Municipal Systems Act	Effective management of the housing environment & To promote community development			6.1	Fencing of formalised units	1500 (End March)	1 = 800 2 = 1000 3 = 2000 4 = 2500 5 = 3000	Completion certificates	QA/Physical inspection By Internal Audit/ Photos
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: Walter Melato A/ Sector Lead: Housing					Signed: Mavela AV Dlamini City Manager				Date: 3/9/2010	



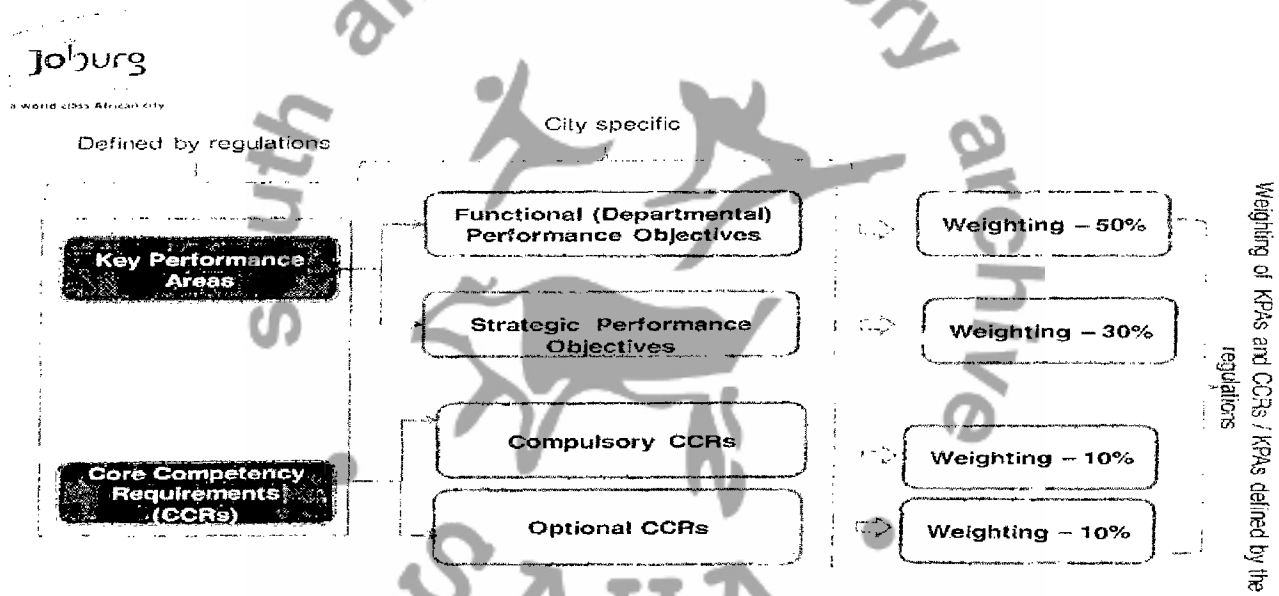


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Annexure "A"

PERFORMANCE SCORECARD	
Employee	Thabo Maisela – Executive Director
Manager	Trevor Fowler - City Manager
Department	Housing
Responsibilities	<ul style="list-style-type: none"><li>• Access to affordable, safe and decent accommodation.</li><li>• Creating a wide range of housing options for earners of varying income scales.</li><li>• Support the efforts of the private sector to provide affordable units for rental or for purchase.</li><li>• Promotion of a more environmentally conscious lifestyle, adoption of green housing practices and technologies.</li></ul>
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 2012 to 30 June 2013	

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) which shall have a relative weighting of 80% to 20% respectively. Therefore, the scorecard is separated into three sections, namely, Functional Performance Objectives, Strategic Performance Objectives and Core Competency Requirements.



SECTION 1: FUNCTIONAL PERFORMANCE OBJECTIVES

KPA / SPO No	IDP / Flagship Programme	Key Performance Areas	KPA Weighting	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence	Means of Verification
			FPO						
1.	Integrated planning, policy and standard setting	To develop a 5 year sustainable human settlement plan that is in line with the GDS 2040.	50	1.1	% Completion of the Comprehensive Municipal Housing Development (MHDP) for the next 5 years	5 year Housing Master Plan	1 = Framework Outline (10%) 2 = Consultation with other stakeholders 3 = <b>Completion approval</b> 4 = Financial Model 5 = Funding / Development Agreement	Approved MHMP and a financial model	Mayoral Committee Approval
2.	From informal settlements to sustainable human settlements	Effective Management of Informal Settlements <sup>1</sup>		2.1	No growth on identified informal settlement	New KPI	1= Approved Management & Land Invasion policy/strategy 2= 15 Informal Settlement 3 = <b>No growth on 30 informal settlements</b> 4 = No growth on 35 informal settlements 5 = No growth on 40 informal settlements contained & managed	Registers of Informal Settlement and a report  (Bi – annual)	Sign off by Internal Projects Office
				2.2	Number of households in the informal settlements provided with access to basic services <sup>2</sup>	1 500	1 = 8 000 households with access to basic services 2 = 10 000 households with access to basic services 3 = <b>12000 households with access to basic services</b>	Completion Certificates	Signed off by an external PM

<sup>1</sup> Containment will entail enumeration and registration of 30 informal settlements structures (Shacks) which reflects 0% growth. Housing does not do law enforcement

<sup>2</sup> Basic services include access to water (Water supply from communal water points), grading of roads and Level 1 LOGI (ventilated pit latrine located on each site) sanitation

KPA / SPO No	IDP / Flagship Programme	Key Performance Areas	KPA Weighting	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence	Means of Verification
			FPO						
							4 = 12 500 households with access to basic services 5 = 13 000 households with access to basic services		
3.	Transit oriented development	Ensure provision of affordable, safe and decent accommodation through various mechanisms <sup>3</sup>		3.1	Implementation of the delivery on Level 1 & 2 Accreditation requirements	Signed MOA	1= Training of Staff on National Housing Subsidy Scheme and Housing Programme 2= Provincial Housing Projects Hand Over to the City 3= Establishment of 3 decentralized Housing Support Centre's or HSS Offices in 3 Regions 4= Establishment of 5 decentralized Housing Support Centre's or HSS Offices in 5 Regions 5= Establishment of 7 decentralized Housing Support Centre's or HSS Offices in 7 Regions	Level 1 & 2 Accreditation implementation plan and progress report.	Progress report on Level 1 & 2 Accreditation verified by independent panel.
				3.2	Number of housing opportunities created <sup>4</sup>	2691	1 = 2 800 2 = 3 000 3 = 3 200 4 = 3 400 5 = 3 600	Completion certificates	Deeds issued to new home owners.

<sup>3</sup> Level 2: Improvement necessary systems and procedures, implement administration and programme management of MDHS programmes

<sup>4</sup> In a situation where the Department gets access to additional funding for Top Structure, the number of units will be increased. SHUP and innercity housing

KPA / SPO No	IDP / Flagship Programme	Key Performance Areas	KPA Weighting	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Evidence	Means of Verification
			FPO						
				3.3	Number of rental units facilitate with other stakeholders	1673	1 = 1000 2 = 1500 3 = 2000 4 = 3000 5 = 3500	Completion certificates	Rental collation statements



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SECTION 2: STRATEGIC PERFORMANCE OBJECTIVES

Legislative Compliance	KPA No	Key Performance Area (KPA)	KPA Weighting SPD	KPI No.	Key Performance Indicator (KPI)	Baseline	Target	Evidence	Means of Verification
Municipal Finance Management Act Municipal Systems Act Municipal Structures Act Batho Pele Principle	1	Financial Management and control	10		% Accounting over the City's Capex, Opex and Financial Plan <sup>5</sup>	New Indicator	1=10 % Capex at first quarter 2=50% Capex at Midyear 3=95% Capex and Opex Expenditure <sup>6</sup> 4=100% Capex 5=5% reduction of Operational expenditure (employees cost)	Monthly financial expenditure report	Monthly financial reports monitored and verified by Finance
					% Reduction of deviations in procurement processes as per the SCM Policy	New Indicator	1=10% Reduction of deviations 2= 20% Reduction of deviations 3=No(Zero) deviations in compliance to the SCM policy 4= No record of wasteful and fruitless expenditure	Monthly financial expenditure reports	Monthly financial reports monitored and verified by SCM
					% Strategic Risk	New	1= Departmental Risk assessment	Quarterly	Quarterly Risk register

<sup>5</sup> This entails strategic monitoring of the implementation of the City's financial plan through monthly and quarterly reporting in line with the MFMA requirements on the Capex and Opex.

<sup>6</sup> The Capital and Operational expenditure will be implemented inline with the SDBIP budget expenditure projections

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Legislative Compliance	KPA No	Key Performance Area (KPA)	KPA Weighting	KPI No.	Key Performance Indicator (KPI)	Baseline	Target	Evidence	Means of Verification
			SPO						
					Management	Indicator	<p>conducted and approved</p> <p>2 = Departmental Key Risk indicators fully aligned to the Departmental approved business plan and sector management individual scorecards</p> <p>3= 50% achievement of set risk threshold/tolerance levels</p> <p>4 = 70% achievement of set risk threshold/tolerance levels</p> <p>5 = 80% achievement of set risk threshold/tolerance levels</p>	<p>Risk register and compliance report as per the departmental risk profile and mitigation action plans</p>	<p>and compliance report monitored and Verified by JRAS</p>
	2		15	2.1	Attainment of Clean Audit Report	Qualified Audit Report	<p>1= Adverse Audit report</p> <p>2=Qualified</p> <p>3=Unqualified Audit Report (financial and compliance)</p> <p>4= Unqualified report with completeness of performance</p>	<p>Audited Financial Report</p>	<p>Auditor General management report and Audit Report</p>

Legislative Compliance	KPA No	Key Performance Area (KPA)	KPA Weighting	KPI No.	Key Performance Indicator (KPI)	Baseline	Target	Evidence	Means of Verification
			SPO						
							Information as per the AOPI 5=unqualified audit with no repeated issues as per the previous year audit findings.		
	3	Client Orientation and Customer Focus  (where applicable)	5	3.1	% Implementation of the Customer Service Charter (Progressing to fully comply to Batho Pele Principles)	New Indicator	1=50% adherence to the customer service charter 2=80% adherence to the customer service charter 3=100% Implementation of Customer Service Charter Commitments 4=5% Improvement in the customer satisfaction survey 5= 7% Improvement in the customer satisfaction survey	Customer satisfaction results	Mayoral Committee minutes

**SECTION 3: CORE COMPETENCY REQUIREMENTS**

**Core Managerial Competencies:** The competency assessment results will give guidance on the extent of the gaps in relation to required managerial competencies.

**Core Occupational/Technical Competencies** are to be derived from the respective ED function job profile based on the order of importance of these.

**Selection Criteria:** Those prescribed as mandatory for a specific job and those critical for a specific function.

KEY PERFORMANCE AREA: CORE COMPETENCIES								
Legislative Framework	Core Competence	Weight total weight to = 20%	Manager's Proficiency level ( This is a minimum requirement)	Competency Indicator's	Baseline	Target	Evidence	Means of Verification
1	Managerial Competencies							
	People Management and Empowerment Change management	10	3	% improvement in the CoJ Corporate Climate	New Indicator	100% implementation of departmental change management plan <sup>2</sup> as per the identified departmental interventions	Quarterly progress report on the implementation of the change programme per the agreed departmental interventions	Employee satisfaction rating results on the effectiveness of the change programme.

<sup>2</sup> This pertains to set milestones /interventions as contained in each department's change management plan.

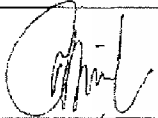
KEY PERFORMANCE AREA: CORE COMPETENCIES								
Legislative Framework	Core Competence	Weight total weight to = 20%	Manager's Proficiency level ( This is a minimum requirement)	Competency Indicator's	Baseline	Target	Evidence	Means of Verification
				% Achievement of EE targets	New Indicator	10% Improvement on set racial, disability and gender targets <sup>9</sup>	Reports on the achievement of EE targets to the City Manager	Reports approved by JPAC and Mayoral Committee
			3	% Implementation of the City's Workplace Skills Plan	Workplace Skills Plan 2011/12 Reports	100% capacity building interventions as per departmental workplace skills plan  Outstanding quality assessments of alignment of workplace skills plan to the IDP for 13/14 by GHCM <sup>16</sup>	WPSP Implementation Report to the City Manager	Report Approved by JPAC and Mayoral Committee

<sup>9</sup> This is subject to the filling of vacant positions and in consideration of the available skills pool for specialized positions in all departments.

<sup>16</sup> This specific measure applies to Group Head Capital Management

KEY PERFORMANCE AREA: CORE COMPETENCIES								
Legislative Framework	Core Competence	Weight total weight to = 20%	Manager's Proficiency level ( This is a minimum requirement)	Competency Indicator's	Baseline	Target	Evidence	Means of Verification
Occupational Competence								
	Knowledge of Performance Management and Reporting	5	3	% Compliance to Organisational Performance Framework and Individual PM Policy	New	100% compliance to key performance management processes and policies.	Quarterly Compliance report by JRAS (with proposed intervention for improvements)	Quarterly Compliance report noted by the Performance Audit Committee
	Exceptional and dynamic creativity to improve the functioning of the Municipality (Client Orientation and Customer Focus)	5	3	Implementation of the CBP processes and adherence to the Service level agreements(SLA)	New Indicator	3=100% Implementation of the CBP processes and adherence to the Service Level Agreement (SLA)	Quarterly Monitoring report by CRUM (with proposed interventions for improvement)	Quarterly monitoring report noted by COO

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 : Thabo Maisela Executive Director: Housing		Signed: Trevor Fowler City Manager	Date:
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