



a world class African city



PERFORMANCE AGREEMENT

Entered into between

**Christo Botes
(The Employee)**

And

**Thanduxolo Mendrew
(The Employer)
2016/2017**

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1. INTRODUCTION

1. Section 57(1)(b) of the Municipal Systems Act 32 of 2000 ("The Systems Act"), read with the contract of employment requires the parties to conclude an annual performance agreement. The purpose of the agreement is to ensure that the parties are clear about the work standards, and the goals to be achieved during the currency of the Employee's contract of employment.
2. This agreement should be read together with the JDA's performance management policy and procedure.

2. PURPOSE OF THIS AGREEMENT

- 2.1 The parties agree that the purposes of this Agreement are to:
 - 2.1.1 state objectives and targets established for the Employee;
 - 2.1.2 specify accountabilities;
 - 2.1.3 monitor and measure performance;
 - 2.1.4 establish a transparent and accountable working relationship;
 - 2.1.5 give effect to the JDA's commitment to a performance-orientated relationship; and
 - 2.1.6 establish a transparent and accountable working relationship.
- 2.2 Give effect to the JDA's commitment to a performance-orientated relationship with its Employees to attain service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the date of signature by both parties. New employees must conclude their first performance agreement within 3 months after the commencement of their employment with the JDA.
- 3.2 Thereafter, the parties will review the provisions of this Agreement during January each year.
- 3.3 The parties will conclude a new performance agreement that replaces this Agreement at least once a year but by not later than August each year.
- 3.4 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

4. PERFORMANCE OBJECTIVES

- 4.1 Annexure "A" (The Scorecard Format) sets out:
 - 4.1.1 The performance objectives and targets that must be met by the Employee;
 - 4.1.2 The time frames within which those performance objectives and targets must be met.
 - 4.1.3 The minimum competencies required of the Employee to drive the strategic intent and direction of the JDA
 - 4.1.4 The performance standards against which achievement of targets will be assessed.
 - 4.1.5 The definition of percentage performance required for the achievement of predetermined objectives of the JDA.
- 4.4 The performance objectives and targets reflected in Annexure "A" are set by the Employee's Line Manager in consultation with the Employee, and include key objectives; key performance indicators; target dates and weightings.
- 4.5 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.
- 4.6 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the JDA's Strategic Plan.
- 4.7 The JDA will make available to the Employee such assistance as the Employee may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Employee to ensure that he complies with those performance obligations and targets.



- 4.8 The Employee will at his/her request be delegated such powers by the JDA as may in the discretion of the JDA be reasonably required from time to time to enable him/her to meet the performance objectives and targets established in terms of this Agreement.
- 4.9 The JDA and more specifically the Employee's Line Manager will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 4.10 The provisions of Annexure "A" may be amended by the JDA should the JDA's performance management system be amended.

5. EVALUATING PERFORMANCE

- 5.1 The performance management policy broadly outlines the performance evaluation process.
- 5.2 Despite the establishment of agreed intervals for evaluation, the JDA may, in addition, review the Employee's performance at any stage while the contract of employment remains in force.
- 5.3 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed. These will be recorded in an individual development plan for the Employee and will, amongst other things, inform future training, coaching and other interventions with regard to the Employee.

6. CONSULTATION

- 6.1 The Line Manager agrees to consult the Employee timeously where the exercising of the Line Manager's powers will –
- 6.1.1 Have a direct effect on the performance of any of the Employee's functions;
 - 6.1.2 Commit the Employee to implement or to give effect to a decision made by the Line Manager;
 - 6.1.3 Have a substantial financial effect on the JDA.
- 6.2 The Line Manager agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated above as soon as is practicable to enable the Employee to take any necessary action without delay.

7. PERFORMANCEMANAGEMENT SYSTEM

- 7.1 The Employee agrees to participate in the performance management system that the JDA introduces, adopts, or amends from time to time.
- 7.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employee, management and other JDA staff to perform to the standards required.
- 7.3 The JDA will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

8. CONSEQUENCE OF SUB-STANDARD PERFORMANCE

- 8.1 Where the JDA is, at any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employee will be given notice to attend a meeting with the Employee's line manager.
- 8.2 The Employee will have the opportunity at the meeting to satisfy her line manager of the measures being taken by her to ensure that the Employee's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 8.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the parties will confer with a view to resolving the dispute or difference.
- 8.4 If at any stage thereafter the line manager holds the view that the performance of the Employee is not satisfactory, the line manager will, subject to compliance with applicable labour legislation and after following a fair procedure, be entitled by notice in writing to the Employee to terminate the Employee's employment in accordance with the notice period set out in the Employee's contract of employment.

8.5 Nothing contained in this Agreement in any way limits the right of the JDA to terminate the Employee's contract of employment with or without notice for any other breach by the Employee of his obligations to the City or for any other valid reason in law.

9 PERFORMANCE DISPUTES


9.1 In the event that the Employee is dissatisfied with any decision or action of his Line Manager or of the JDA in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may meet with his Line Manager with a view to resolving the issue. The line manager will record the outcome of the meeting in writing.

9.2 In the event that the Employee remains dissatisfied with the outcome of that meeting, he may raise the issue in writing with the Performance Moderation Committee (PMC). The PMC will determine a process for resolving the issue, which will involve at least providing the Employee with an opportunity to state his case orally or in writing. The PMC will record its decision on the issue in writing. The decision of the PMC on the issue will be made within 2 weeks of the issue being raised, or as soon thereafter as possible, and will be final.

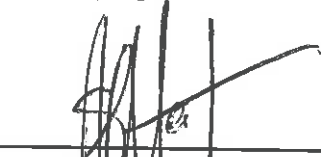
10 GENERAL

10.1 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment.

SIGNED AT NEWTOWN THIS 14 DAY OF July 2016.



The Employee



(For and on behalf of the JDA who warrants that he/she is duly authorized thereto)

PERFORMANCE SCORECARD – SECTION 57 & FIXED TERM CONTRACT EMPLOYEES

Employee Name: Job Title: Manager:	Christo Botes		Employee Number 0205		Department: Development Facilitation				
	Executive Manager Development Facilitation		Date (Financial Year): 2016/17		Development Facilitation 2016/17				
	Key Performance Areas (KPA's) ¹	Weight	Key Performance Indicators (KPIs)	Rating Scale	Quarterly Targets		Evidence	Means of Verification	
				Q1	Q2	Q3	Q4		
1 Number of detailed local area implementation plans or area based studies ²	5	1.1 Melville High street plan	1= deliverables met but not in prescribed quarterly timeline 2= 1 quarterly target met with correlating evidence 3= 2 quarterly targets met with correlating evidence 4= 3 quarterly targets met with correlating evidence 5= all quarterly targets met with correlating evidence	1. Establish Stakeholder Action Forum 2. Prepare RFP and advertise	1. Appoint service providers; 2. Status Quo Report	Draft plan prepared	Draft plan submitted to Exco for recommendation	Melville High Street detailed local area plan and implementation plan	Signed terms of reference for stakeholder action forum Exco resolution
	5	1.2 Paterson precinct plan	1= deliverables met but not in prescribed quarterly timeline 2= 1 quarterly target met with correlating evidence 3= 2 quarterly targets met with correlating evidence 4= 3 quarterly targets met with correlating evidence 5= all quarterly targets met with correlating evidence	1. Prepare RFP and advertise 2. Appoint service providers	1. Status Quo Report	Final plan and implementation arrangements submitted to Exco	10% Implementation	Paterson Park Precinct: Detailed local area plan and implementation plan;	Exco resolution
	5	1.3 Braamfontein transport study	1= deliverables met but not in prescribed quarterly timeline 2= 1 quarterly target met with correlating evidence 3= 2 quarterly targets met with correlating evidence 4= 3 quarterly targets met with correlating evidence 5= all quarterly targets met with correlating evidence	Investigation report	Investigation report	Investigation report	Braamfontein Transport Study Finalized	Braamfontein Transport Study	Exco resolution
	5	1.4 Wemmerpan precinct detailed housing/mixed use feasibility study	1= deliverables met but not in prescribed quarterly timeline 2= 1 quarterly target met with correlating evidence 3= 2 quarterly targets met with correlating evidence 4= 3 quarterly targets met with correlating evidence 5= all quarterly targets met with correlating evidence	1RFP advertised. 2. Service Providers appointed	1. Status Quo Report	Draft plan prepared	Draft plan submitted to Exco for recommendation	Wemmer Pan precinct detailed housing / mixed use feasibility study	Exco resolution
2 Number of area-based or sector based partnerships formalised ³	2	Signed MOU's		Stakeholder consultations	MOU with TUFT finalised	Stakeholder consultation	Signing of MOU	Signed MOU	Minutes of meetings Implementation plan
	5	Balfour Park Stakeholders Partnership;		Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Balfour Park Stakeholders	Signed ToR's	Minutes of meetings/consultations

\$ on

¹ counts 80% of final score
² Aligned to corporate scorecard
³ Aligned to corporate scorecard

3	Number of area based precinct management business plans/frameworks developed	5	Greater Paterson Park Precinct Stakeholder Partnership	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Partnership finalised	Signed ToR's	Implementation plan Exco minutes		
		5	Melville to UJ Precinct Stakeholder Partnership	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Melville to UJ Stakeholder Partnership finalised	Signed ToR's	Minutes of meetings/consultations Implementation plan Exco minutes		
		5	Turffontein Node Precinct Stakeholder Partnership	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Turffontein Node Stakeholder Partnership finalised	Signed ToR's	Minutes of meetings/consultations Implementation plan Exco minutes		
		5	Ghandi Square East Precinct Stakeholder Partnership	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Ghandi Square East Stakeholder Partnership finalised	Signed ToR's	Minutes of meetings/consultations Implementation plan Exco minutes		
		5	Ekhaya Node Precinct Stakeholder Partnership	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Ekhaya Node Precinct Stakeholder Partnership finalised	Signed ToR's	Minutes of meetings/consultations Implementation plan Exco minutes		
		5	Kliptown Precinct Stakeholder Partnership	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Kliptown Precinct Stakeholder Partnership finalised	Signed ToR's	Minutes of meetings/consultations Implementation plan Exco minutes		
		5	Jabulani Area Based Mgmt. Plan	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Jabulani Area Based Mgmt. Plan finalised	Signed management plan	Minutes of meetings Implementation plan Exco minutes		
		5	Balfour Park Area Based Mgmt. Plan	Stakeholder consultations	Consultations	Area Based Mgmt. Plan finalised	Area Based Mgmt. Plan finalised	Area Based Mgmt. Plan finalised	Balfour Park Area Based Mgmt. Plan finalised	Signed management plan	Minutes of meetings Implementation plan Exco minutes		
		5	Noord Street Area Based Mgmt. Plan;	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Noord Street Area Based Mgmt. Plan finalised	Signed management plan	Minutes of meetings Implementation plan Exco minutes		
		5	Kazerne Business and Management Plan	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Stakeholder consultations	Kazerne Business and Management Plan finalised	Signed management plan	Minutes of meetings Implementation plan Exco minutes		
		3	High street good practice guidelines	Development of guidelines	Development of guidelines	Development of guidelines	Development of guidelines	Development of guidelines	Draft guidelines	Final guidelines	Exco minutes Meeting minutes		
		80	Total Weight (KPA)										

Core Management Competency KPA	Weight	Performance Indicators	Rating Scale ⁵	Q1 target	Q2 target	Q3 target	Q4 target	Evidence	Means of verification
1. Strategic Direction and Leadership	20%	1.1 Attendance of Executive Committee meetings and providing input to assist the organization with strategic planning and management	1= EXCO meetings not attended 2= EXCO meetings attended however relevant matters arising not resolved 3= less than 50% of EXCO meetings attended and 70% of matters arising resolved by due date 4= 60-75% of EXCO meetings attended and 80% of matters arising resolved by due date 5= more than 75% of EXCO meetings attended and 100% of matters arising resolved by due date ⁶	3	3	3	3	Exco submissions Exco attendance registers	Exco minutes
		1.2 Attend to and resolve an matters relating Development Facilitation queries emanating from Board and sub-committee meetings	1= Matters arising from EXCO/board and committee meetings not attended to. 2= less than 70% matters arising from board and committee meetings resolved. 3= 70 – 80% matters arising from board and committee meetings resolved by due date feedback provided accordingly. 4= 80 – 95% of matters arising from board and committee meetings resolved by due date feedback provided accordingly. 5= All matters arising from board and committee meetings resolved by due date or feedback provided accordingly	100% of all matters arising by due by end of Q1 resolved and feedback provided to members accordingly	100% of all matters arising by due by end of Q2 resolved and feedback provided to members accordingly	100% of all matters arising by due by end of Q3 resolved and feedback provided to members accordingly	100% of all matters arising by due by end of Q4 resolved and feedback provided to members accordingly	Development Facilitation submissions Exco agenda pack	Exco minutes Board/subcommittee minutes
2. Financial Management	20%	1.3 Ensure all performance information with supporting evidence is submitted accurately, timely and in-line with the performance Information policy	1= Performance reporting information submitted late every quarter 2= Performance reporting information submitted late in two quarters 3= Performance reporting information submitted on time every quarter 4= Performance reporting information submitted earlier than due every quarter 5= Performance reporting information submitted earlier than due every quarter with relevant supporting evidence	Q4 performance reporting submitted and verified	Q1 performance reporting submitted and verified	Q2 performance reporting submitted and verified	Q3 performance reporting submitted and verified	Performance report and evidence for functional area	Monitoring and evaluation confirmation of receipt Exco report
		2.1 Ensure effective and efficient %spent of operational expenditure	1= <50% spent by June 2017 2= 50-59% spent by 30 June 2017 3= 60% - 79% spent by 30 June 2017 4= 80%-89% spent by 30 June 2017 5= 90%-100% spent by 30 June 2017	10% spent by 30 September 2016	30% spent by 31 December 2016	60% spent by 31 March 2017	100% spent by 30 June 2017	expenditure report from Finance	Exco minutes Finance expenditure reports
3. Governance Leadership		3.1 % of all qualifying procurement complies with SCM policies	3= No irregularities, fruitless and wasteful expenditure and no deviations.	3= No irregularities, fruitless and wasteful expenditure and no deviations	3= No irregularities, fruitless and wasteful expenditure and no deviations	3= No irregularities, fruitless and wasteful expenditure and no deviations	3= No irregularities, fruitless and wasteful expenditure and no deviations	Audited AFS and Audit Report	Inspection of Audited AFS and Audit Report

⁴CMC counts 20% of final score

⁵Core Competency Framework Structure rating scale is basic, competent, advanced and superior. For JDA assessment – alignment and interpretation is 1 and 2 =basic; 3 = competent ; 4 = advanced and 5 = superior

Core Management Competency KPA	Weight	Performance Indicators	Rating Scale ⁵	Q1 target	Q2 target	Q3 target	Q4 target	Evidence	Means of verification
4. People Management		4.1 Ensure development of an annual training plan for staff and 100% attendance of quarterly planned training	Annual staff development plan	Training plan developed and submitted to Human Resources. 100% of planned staff trainings for 2015/16 Q4 attended.	100% of approved staff trainings for Q1 attended. deviations	100% of approved staff trainings for Q2 attended.	100% of approved staff trainings for Q3 attended.	Training Plan. Confirmation from HR that training was attended as planned.	Training Plan and HR monitoring report
		4.2 Conduct annual performance assessments for all employees	1 = 100% of 2015/16 annual performance assessment not conducted by end of November 2016. 2 = 100% of 2015/16 annual performance assessments conducted by end of October 2016 3 = 100% of 2015/16 annual performance assessments conducted by end of September 2016 4 = 100% of 2015/16 annual performance assessments conducted by end of August 2016 5 = 100% of 2015/16 annual performance assessments conducted by end of July 2016.	100% of 2015/16 annual performance assessments conducted	N/A	N/A	N/A	Signed performance evaluations	Signed performance evaluations
5. Program and Project Management		4.3 Ensure that individual performance agreements and score cards are signed off for all internal audit employees within two months of joining the JDA or by 31 August for existing employees.	1= less than 60% of employees concluded performance agreements and score cards within 2 months of joining JDA or by 31 August for existing employees. 2= 60-70% of employees concluded performance agreements and score cards within 2 months of joining JDA or by 31 August for existing employees. 3= 71 - 90% of employees concluded performance agreements and score cards within 2 months of joining JDA or by 31 August for existing employees. 4= 91-99% of employees concluded performance agreements and score cards within 2 months of joining JDA or by 31 August for existing employees. 5= 100% of employees concluded performance agreements and score cards within 2 months of joining JDA or by 31 August for existing employees.	100% of employees concluded performance agreements and score cards within 2 months of joining JDA or by 31 August for existing employees.	100% of employees concluded performance agreements and score cards within 2 months of joining JDA or by 31 August for existing employees.	100% of employees concluded performance agreements and score cards within 2 months of joining JDA or by 31 August for existing employees.	100% of employees concluded performance agreements and score cards within 2 months of joining JDA or by 31 August for existing employees.	Signed performance agreements and score cards	Inspection of a signed performance agreements and score cards
		5.1 Ensure appropriate planning, management, execution and monitoring and evaluation of programmes, projects and or initiatives in functional area	1= milestones not achieved 2= milestones missed significantly by 50% of agreed timeline 3= milestones missed within 25% of agreed timeline 4= milestones missed by 10% of agreed timeline 5= milestones achieved on time as per project implementation plan	10% implementation of operational plan	35% implementation of operational plan	70% implementation of operational plan	100% implementation of operational plan	Programme/project implementation plans	Project/programme/initiative status reports Close out reports Mitigation reports

Core Management Competency KPA	Weight	Performance Indicators	Rating Scale ⁵	Q1 target	Q2 target	Q3 target	Q4 target	Evidence	Means of verification
6. Change Leadership		6.1 Ensure appropriate execution of functional area stakeholder engagement plan which addresses strategic issues of functional area and is relevant to stakeholders and community at large.	1=stakeholder plan not achieved 2= stakeholder plan partially achieved by 50% 3= stakeholder plan achieved 4= stakeholder plan achieved with demonstrated stakeholder engagement 5 = stakeholder plan achieved with demonstrated and leveraged stakeholder involvement.	10% implementation of stakeholder plan	35% implementation of stakeholder plan	70% implementation of stakeholder plan	100% implementation of stakeholder plan	Stakeholder engagement plan as per operational plan	Stakeholder engagement plan executed Partnerships/ funding leveraged
Total CMC Weight	20								
TOTAL (KPA+CMC)	100								