

PERFORMANCE AGREEMENT

Made and entered into by and between

THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY

("the City")

(Represented by **City Manager**, duly authorised by Municipal Council Resolution)

and

Adv Siduduzo Gumede

("the Ombudsman")

for the financial year: 1 July 2022 to 30 June 2023

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1. INTRODUCTION

- 1.1 The City has entered into a contract of employment with the Ombudsman 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 Ombudsman reporting to the City Manager, 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 Ombudsman;
 - 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 their 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
 - 2.1.7 give effect to the City’s commitment to a performance-orientated relationship with the Ombudsman in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

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- 3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Ombudsman, 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, with the current City Manager, may terminate on the termination of the City Manager's appointment regardless of the reason for such termination and a new performance agreement may be entered into with a new City Manager.
- 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 Ombudsman; 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 City Manager and the Group Performance Audit Committee after consultation with the Ombudsman and are based on the 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 Ombudsman'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 Ombudsman will be required to engage in performing their job.

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

5.3 The Ombudsman 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 Ombudsman to perform to the standards required.

5.4 The Ombudsman 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 Ombudsman's assessment will be based on their performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPAs.

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 Ombudsman, a Group Performance Audit Committee and Performance Evaluation Panel have been established to assist the City Manager and in the process of evaluating the Performance of the Ombudsman.

6.2 The performance of the Ombudsman in relation to their 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 Ombudsman must avail themselves for scheduled performance reviews. Failure to do so, may result in the City Manager concluding on their review in absentia and the outcome of the review is final.

6.4 The City Manager shall ensure that the Group Performance Audit Committee be convened to conduct review sessions on the performance of the Ombudsman at least twice a year.

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

6.6 Performance feedback shall be based on the assessment of the Ombudsman's performance by the City Manager and Group Performance Audit Committee, as well as the Performance Evaluation Panel and may include recommendations for corrective steps to be taken to improve performance.

6.7 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 Ombudsman will be consulted before any such change is made.

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- 6.8 Despite the establishment of agreed intervals for evaluation, the City Manager may, in addition, review the Ombudsman performance at any stage while the contract of employment remains in force.
- 6.9 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.10 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 Ombudsman 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 Ombudsman delegate such powers reasonably required by the Ombudsman 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 Ombudsman such resources as the Ombudsman 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

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

9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Ombudsman'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 Ombudsman 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 Ombudsman in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the Ombudsman be entitled to a performance bonus referred to in paragraph 9.2, this will be paid out after the tabling of the annual report.
- 9.4.1 However, should the Ombudsman not be entitled to a performance bonus in line with their employment contract, alternative performance rewards will be awarded as per the relevant policy.
- 9.5 In the case of unacceptable performance, the City Manager shall provide systematic remedial or developmental support to assist the Ombudsman to improve their performance.
- 9.6 Where the City Manager is, at any time during the Ombudsman's employment, not satisfied with the Ombudsman's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Ombudsman to attend a meeting with the City Manager.
- 9.7 The Ombudsman will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Ombudsman's performance becomes satisfactory and any programme, including any dates, for implementing these measures.

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9.8 Where there is a dispute or difference as to the performance of the Ombudsman 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 their 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.

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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 Ombudsman 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 Ombudsman in terms of their contract of 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 4th day of July 2022.

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



City Manager

Witness: _____

Witness: _____

SIGNED at Braamfontein on this the 4th day of July 2022.



Adv Siduduza Gumede
Ombudsman

Witness: _____

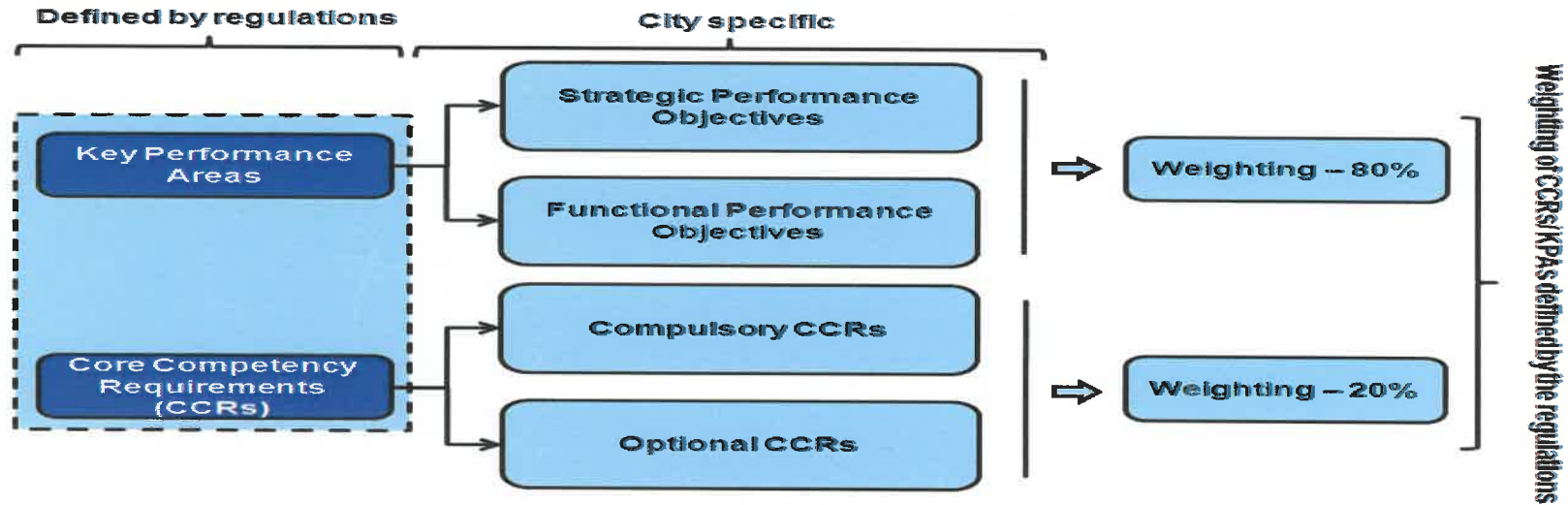
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Annexure A

PERFORMANCE SCORECARD	
Employee	Adv. Siduduzo Gumede: Ombudsman
Manager	City Manager
Department	Office of Ombudsman
Position Purpose:	To ensure that all complaints relating to alleged acts of maladministration where members of the public are alleged to have suffered an injustice as a result of such maladministration by the administration or any of its employees, and where such acts allegedly infringe upon the Constitutional rights of an individual, are investigated and dealt with in a proper manner;
The period of this Performance Plan is from 1 July 2022 to 30 June 2023	

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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) which shall have a relative weighting of 50%: to 30% to 20% respectively. 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 cluster-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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KP A No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES WEIGHTING = 50%						
1.	Integrated Marketing Communications ¹ (IMC)	1.1	Number of campaigns implemented (Both BTL and ATL Campaigns)	New indicator	1= 0 – 20 Campaigns Implemented 2= 21 – 35 Campaigns Implemented 3= 36 – 60 Campaigns Implemented 4= 61 – 75 Campaigns Implemented 5= >76 Campaigns Implemented	<ul style="list-style-type: none"> Attendance registers Photos Newspaper articles Media Recordings
2.	Alleged acts of Maladministration and human rights violation ²	2.1	% Of new complaints acknowledged within 14 days	New indicator	1 = 0-55% new complaints acknowledged within 14 days 2 = 56-74% new complaints acknowledged within 14 days 3 = 75-85% new complaints acknowledged within 14 days 4 = 86-95% new complaints acknowledged within 14 days 5 = 96-100% new complaints acknowledged within 14 days	<ul style="list-style-type: none"> Quarterly performance reports approved by the council Complaints Database
		2.2	% New complaints assessed and referred for Investigation within 21 working days	100%	1 = 0-55% new complaints assessed within 21 days 2 = 56-74% new assessed within 21 days 3 = 75-85% new complaints assessed within 21 days 4 = 86-95% new complaints assessed within 21 days 5 = 96-100% new complaints assessed within 21 days	<ul style="list-style-type: none"> Complaints Database Quarterly Reports noted by OCOL
3.	Complaints resolved	3.1	% Of maladministration complaints resolved within 3 months	80%	1 = 0-55% complaints resolved within 3 months 2 = 56-74% complaints resolved within 3 months	<ul style="list-style-type: none"> Settlement Agreements for matters resolved at Conciliation Closing investigation reports Quarterly Reports

¹ Raise Awareness and Educate the residents of Johannesburg

² ensures that all complaints from members of the public relating to alleged acts of maladministration and human rights violation by the City's Administration and its employees are investigated and dealt with in a proper manner

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KP A No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES WEIGHTING = 50%						
					3 = 75-85% complaints resolved within 3 months 4 = 86-95% complaints resolved within 3 months 5 = 96-100% complaints resolved within 3 months days	
		3.2	% of Human rights related complaints resolved within 6 months	New indicator	1 = 0-55% complaints resolved within 6 months 2 = 56-74% complaints resolved within 6 months 3 = 75-85% complaints resolved within 6 months 4 = 86-95% complaints resolved within 6 months 5 = 96-100% complaints resolved within 6 months days	<ul style="list-style-type: none"> Closing Complaint Report Quarterly Reports
		3.3	Number of pro-active investigations initiated	8	1 = 0-4 Identified and initiated pro-active own instant investigation 2 = 5-7 Identified and initiated pro-active own instant investigation 3 = 8-10 Identified and initiated pro-active own instant investigation 4 = 11-14 Identified and initiated pro-active own instant investigation 5 = >15 Identified and initiated pro-active own instant investigation	<ul style="list-style-type: none"> Complaints Closing Report Quarterly Reports noted by OCOL Complaints Database
4.	Customer Experience and Satisfaction	4.1	% Of Customer Satisfaction	New indicator	1 = 0-10% of Customer Satisfaction Level 2 = 11-15% of Customer Satisfaction Level 3 = 16-20% of Customer Satisfaction Level 4 = 21-25% of Customer Satisfaction Level 5 =>25% of Customer Satisfaction Level	<ul style="list-style-type: none"> Customer satisfaction survey results

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KP A No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES WEIGHTING = 50%						
5.	Regionalisation of the Office of the Ombudsman	5.1	% Development of the Regional Strategy	New indicator	1 = 100% Approval of the Regionalisation Strategy by the City Manager 2 = 1-2 Regions Implemented 3 = 3-4 Regions Implemented 4 = 5-6 Regions Implemented 5 = 7 Regions Implemented	<ul style="list-style-type: none"> Approved Regionalisation Strategy Implementation Status Report
6.	Economic sustainability	6.1	Number of EPWP job opportunities created through the departmental projects ³	New indicator	1= 1-8 EPWP job opportunities created (Ambassadors) 2= 9-14 EPWP job opportunities created (Ambassadors) 3= 15-19 EPWP job opportunities created (Ambassadors) 4= 20-24 EPWP job opportunities created (Ambassadors) 5= > 25 EPWP job opportunities created (Ambassadors)	<ul style="list-style-type: none"> Cumulative participants listing Certified ID copy Copy of contract of employment Attendance register Proof of payment
7.	Accountability and Governance	7.1	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	36%	1 = less than 50% implemented within 90 days or more days 2 = 50% - 84% implemented within 90 days or more days 3 = 85% - 100% implemented within 90 days 4 = 100% implemented within 60 days 5 = 100% implemented within 30 days or less days	<ul style="list-style-type: none"> GFIS Dashboard of concluded investigations Copy of concluded investigation report Acknowledgment of receipt by clients Implementation plan by clients. Implementation/status report signed off by HOD/CEO. Quarterly monitoring report signed off by signed-off by the Head of GFIS
		7.2	Turnaround times to respond to oversight &	New	1 = 2 days after the approved timelines 2 = 1 day after the approved timelines 3 = Within the approved timelines	<ul style="list-style-type: none"> POCM analysis dashboard tabled at EMT

³ The department to engage and comply with DED guidelines and criteria.

KP A No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES WEIGHTING = 50%						
			advisory committees' requests GPAC MPAC GAC GRGC S79 Committees		4 = 1 day ahead of approved timelines 5 = 2 days ahead of approved timelines	
8.	A well-run City	8.1	Audit opinion ⁴	Unqualified Audit Report	1= Adverse Audit report ⁵ 2= Qualified Audit Report ⁶ 3= Unqualified without material finding 4= Unqualified report with audit findings classified as other matters and administrative matters 5= Unqualified audit report with no findings (clean audit)	AG Management Letter
		8.2	% Resolution of internal audit findings ⁷	90%	1 ≤ 85% resolution 2 = 86% - 90% resolution 3 = 91% - 95% resolution 4 = 96% -97% resolution 5 =98% - 100% resolution (including no findings)	<ul style="list-style-type: none"> GAC Internal Audit Report on Findings Minutes
		8.3	% Resolution of external (AGSA) audit findings ⁸	90%	1 ≤ 85% resolution 2 = 86% - 90% resolution 3 = 91% - 95% resolution 4 = 96% -97% resolution 5 =98% - 100% resolution (including no findings)	<ul style="list-style-type: none"> GAC Internal Audit Report on Findings Minutes

⁴ The opinion may be that given for the department/entity where applicable.

⁵ This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

⁶ This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

⁷ These are findings by internal audit only that are picked up on an ongoing basis.

⁸ This is for only findings classified as matters affecting audit opinion and others important matters

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO) (TOTAL WEIGHTING = 30%)						
1.	Procurement and Contract Management	1.1	Percentage management of contracted supplier contract within the department ⁹	New indicator	1 = contract expired without starting new procurement process 2 = Contract expired while procuring 3 = 100% management of all contracts without incurring and deviations. 4 = New contract secured/ appointed (not through deviation or regulation 32 or 36) within a month of expiry of old contract. 5 = New contract secured/ appointed (not through deviation or regulation 32 or 36) within more than a month of expiry of old contract.	Status of the Contracts Register Sign-off by the OGCFO
		1.2	% Compliance to acquisition of goods and services as per the approved demand plan	70%	1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance 4 = Target met ahead of delivery date (1 month) 5 = Target met ahead of delivery date (2 months)	<ul style="list-style-type: none"> Approved Acquisition plan Departmental Quarterly Acquisition Status Reports SCM Assessment reports
2	UIFW Strategy Implementation	2.1	Percentage reduction in historical Unauthorised expenditure reported 30 June 2022		1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	UIFW report tabled at GAC and GPAC
		2.2	Percentage reduction in current	New indicator	1= 0% reduction 2= 1% - 69%	

⁹ Each department is responsible for ensuring that they have internal processes to monitor the lifespan of their supplier contracts. Contracts must always be in force for as long as the projects are ongoing to avoid Irregular Expenditure. The HoD must engage and respond to the GCFO in terms of updating the contracts register.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			and/or ^{new} Unauthorised expenditure		3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.3	Percentage reduction in historical Irregular expenditure reported 30 June 2022		1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.4	Percentage reduction in current and/or new Irregular expenditure	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.5	Percentage reduction in historical Fruitless and Wasteful expenditure reported 30 June 2022		1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.	
		2.6	Percentage reduction in current and/or new Fruitless and Wasteful expenditure	New indicator	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.	

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	Risk Management	3.1	% of risks mitigation strategies action plan for departmental top strategic risks implemented towards the reduction of departmental risks	70%	1 < 50% implemented 2 = 51% - 69% implemented 3 = 70% -100% implemented 4 = 40% of departmental top strategic risks improved 5 = 60% of departmental top strategic risks improved	GRGC Risk analysis reports and Minutes
4	Departmental performance monitoring and reporting	4.1	% Attainment of performance targets on departmental SDBIP/BP	New indicator	1 < 75% Attainment of performance targets on departmental SDBIP/BP 2 = 75% - 84% Attainment of performance targets on departmental SDBIP/BP 3 = 85% - 89% Attainment of performance targets on departmental SDBIP/BP 4 = 90% - 99% Attainment of performance targets on departmental SDBIP/BP 5 =100% Attainment of performance targets on departmental SDBIP/BP	<ul style="list-style-type: none"> GSPCR assessment reports presented at Mayoral Committee meeting; Minutes of Mayoral Committee
5	mSCOA compliance	5.1	% Compliance with mSCOA compliance timelines by the department	<40% compliance	1<40% Compliance with mSCOA compliance per NT requirement by 01 June 2023 2= 45% Compliance with mSCOA compliance per NT requirement by 01 June 2023 3= 50% Compliance with mSCOA compliance per NT requirement by 01 May 2023	Quarterly mSCOA compliance reports

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					4= 51% Compliance with mSCOA compliance per NT requirement 01 April 2023 5= 53% Compliance with mSCOA compliance per NT requirement 01 March 2023	
		5.2	% Compliance with mSCOA unbundling process by the department	<40% compliance	1<65% Compliance with mSCOA data quality for NT strings submission 2= 65% Compliance with mSCOA data quality for NT strings submission 3= 70% Compliance with mSCOA data quality for NT strings submission 4= 75% Compliance with mSCOA data quality for NT strings submission 5= 80% Compliance with mSCOA data quality for NT strings submission	Quarterly mSCOA compliance reports

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
SECTION 3: CORE COMPETENCY REQUIREMENTS (TOTAL WEIGHTING = 20%)						
Financial Competence						
1.	Expenditure Management	1.1	% Spent of allocated departmental Opex budget	95%	1 ≤ 92% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent 4 = 98% - 99% Opex spent 5 = 100% Opex spent	<ul style="list-style-type: none"> SAP Report Midyear and Annual financial expenditure report by Group Finance
		1.3	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment ¹⁰	100%	1 = 90% of valid invoices paid within 30 days 2 = 92% of valid invoices paid within 30 days 3 = 100% of valid invoices paid within 30 days of invoice date 4 = 100% of valid invoices paid within 25 days 5 = 100% of valid invoices paid within 20 days	<ul style="list-style-type: none"> Payment age analysis report from Group Finance 2. Quarterly compliance report from GRAS
People Management and Empowerment						
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees ¹¹	New indicator	1 = Establishment of a Departmental Training Committee 2 = Development and sign off a Departmental Workplace Skills Plan 3 = 100% Implementation of a Departmental Workplace Skills Plan ¹²	<ul style="list-style-type: none"> Terms of Reference, Minutes, Agendas for the Training Committee; Signed Compliant WSP Annual Training Reports reflecting status and levels trained.

¹⁰ By paying service provider within required 30 days, there will be a reduction or elimination of unnecessary auditing findings which will lead to improved control environment within SCM and City as a whole. Each department must ensure that submission of invoices to Group Finance are not delayed. The Finance Manager must ensure that the invoice meets all requirements and all relevant attachments are submitted with the invoice to avoid it being rejected by the Merchants thereby causing a delay in the payment. The department is liable for this compliance.

¹¹ Some Skills Audit interventions will be handled centrally by HCM, but departments will be responsible for budgets. Other interventions will be implemented via the departmental WSP – own training budgets, VIA Line Managers and HR Field through training budget. This includes other training initiatives, e.g. ILP and others.

¹² General training to improve skills including Individual Learning Plans trainings.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees ¹³ 5 = 80% implementation of all competency gaps identified in the skills audits for level 5 – 6 employees	
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ ¹⁴ in the department	80%	1 ≤65% 2 = 66% - 84% 3 = 85% - 100% 4 = 85-100% compliance and +40% of employees achieved 90% of their set scorecards targets 5 = 85-100% compliance and +60% of employees achieved 90% of their set scorecards targets	<ul style="list-style-type: none"> Assessment report by GCSS
		3.2	Percentage of disciplinary cases resolved within 120 days ¹⁵	85%	1 ≤75% 2 = 76 - 80% 3 = 81 - 85% 4 = 86 - 90% 5 = 90 - 100%	<ul style="list-style-type: none"> Appointment letters of Prosecutor and Presiding Officer Disciplinary sanction
4	Employee safety	4.1	Percentage compliance to SHE Policy/ Directives to promote health and safety in the department ¹⁶	90%	1 = 40% compliance to SHE audits and >1 Disabling injuries 2 = 60% compliance to SHE audits and >1 Disabling injuries	Quarterly assessment reports by SHELA & FCM tabled at EMT

¹³ This is specific to outcomes of the skills audits conducted. The HoD must ensure that employees within the department comply and participate as per the GCSS programme.

¹⁴ This is performance for the entire staff compliment in the department unless specified otherwise for departments with very large numbers of employees.

¹⁵ The counting begins with the charge (charge sheet date) laid on the employee up to the day of approval by the Chairperson and committee, of the recommended disciplinary action to be implemented.

¹⁶ This relates to prevention of workplace incident classified as disabling injuries and fatalities by Group SHE. The department to provide the following documents to Group SHE to determine the compliance level of the department

- I. List of employees attended training for SHE representatives' course, First Aids, Evacuation Marshalls, and Fire Fighting
- II. Minutes confirming employees attending SHE Committee meeting
- III. Progress report on the implementation of the recommended corrective measures
- IV. SLA with JPC to address repairs and maintenance matters of the building
- V. List of employees referred to Group SHE for pre-employment medical examination, periodic and exit medical examination
- VI. Reporting of injury on duty cases/claims to COID office within 2 days after the incident
- VII. List of employees provided with Personal Protective Equipment

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					3 = 80% - 89% compliance to SHE audits and >1 Disabling injuries 4 = 90% - 94% compliance to SHE audits and 0 Disabling injuries 5 = 0 Fatalities and 95% - 100% compliance to SHE audits	
Change Management						
5	Human Capital Management and Empowerment	5.1	% Compliance with the implementation of EE in departments	40%	1 ≤ 40% ¹⁷ 2 = 44% - 59% ¹⁸ 3 = 60% - 79% ¹⁹ 4 = 80% - 99% ²⁰ 5 = 100% ²¹	<p>Departmental Level</p> <ul style="list-style-type: none"> • Approved Departmental Action Plan; • Manco/SMT Minutes • Training Manuals & Presentations • DEE&SDF and/or Quarterly Staff meetings' minutes & Annual Schedules • Signed Quarterly Progress reports <p>EE Office Level</p> <ul style="list-style-type: none"> • Training Manuals & Presentations • Annual EE Report (EEA2 & EEA4) • City Group Quarterly Progress reports by EE Unit tabled at EMT • Close out report

- VIII. Reporting of employees tested positive for COVID-19
- IX. Reporting of employees vaccinated for COVID-19
- X. Confirmation of provision desk screen to maintain social distancing

¹⁷ Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.

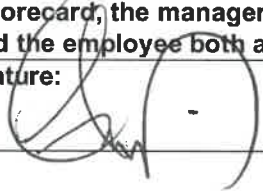
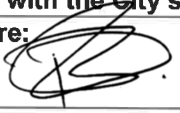
¹⁸ Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.

¹⁹ Consultation with the Departmental EE & Skills Development Forum and/or feedback with the general staff members on EE & Skills Development issues. (This includes awareness campaigns and training done in the department)

²⁰ Training done in line with the employee's upward mobility requirements.

²¹ Plan and celebrate annual transformation events e.g., Women's Day, 16th Days of Activism against Women and Children Abuse, National Disability Day etc.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
6	Disability Mainstreaming	6.1	% Attraction of suitably qualified People with Disabilities (PWDs) within departments (including measures to enhance universal access and reasonable accommodation)	New indicator	1 = 0% - 19% ²² 2 = 20% - 45% ²³ 3 = 46% - 79% ²⁴ 4 = 80% - 99% ²⁵ 5 = 100% ²⁶	<ul style="list-style-type: none"> • Training Manuals & Presentations • Signed Quarterly Progress reports • Recruitment reports • SAP Reports Memorandum of Understanding (MOU) or Partnership Agreements
Customer Orientation and Customer Focus						
7	Customer satisfaction	7.1	Percentage increase in Polling Survey satisfaction levels ²⁷	59% 2019/20 polling results	1 = decrease. 2 = no change or <1% increase. 3 = 1% increase. 4 = 2% increase. 5 = > 2% increase.	Polling Survey 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.						
Adv Siduduzo Gumede Ombudsman		Signature: 		City Manager	Signature:  Date: 4 July 2022	

²² Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.

²³ Awareness creation on Disability to all employees within the department.

²⁴ 0 – 1% of total staff compliment as an improvement to the minimum 2% Disability target

²⁵ >1% of total staff compliment as an improvement to the minimum 2% Disability target

²⁶ Partnership with external organisation to recruit disability learners or to improve on workplace accessibility

²⁷ Every two years the Quality of Life survey is conducted in partnership with GCRO and GPG; and in alternate years a Customer Satisfaction Survey is carried out by COJ with a private sector service provider. 2021/22 (Customer satisfaction survey), 2022/23 (Polling survey) 2023/24 (Quality of Life survey), 2024/25 (Customer satisfaction survey) 2025/26 (Quality of Life survey). An action plan for implementation will be developed following the finalisation of survey results.

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