



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

Yubanthren Tyrin Naidoo

("the Acting Chief Operations Officer")

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

TT MM
TA BM

1. INTRODUCTION

- 1.1 The City has entered into a contract of employment with the Acting Chief Operations Officer in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 (“the Systems Act”).
- 1.2 Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Acting Chief Operations Officer 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 Acting Chief Operations Officer;
 - 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

TT TN BM
MM

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

3. COMMENCEMENT AND DURATION

3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Acting Chief Operations Officer, 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 Acting Chief Operations Officer; and

TT TN BM
MM

- 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 Acting Chief Operations Officer and are based on Integrated Development Plan, Mayoral Priorities Service Delivery and Budget Implementation Plan (SDBIP) and Budget of the City, and include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Acting Chief Operations Officer's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the City's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT POLICY

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

TN 4 BM
TT MM

specific performance standards to assist the City, City Manager and Acting Chief Operations Officer to perform to the standards required.

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

5.5 The Acting Chief Operations Officer'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 KPA's.

6. EVALUATING PERFORMANCE

6.1 It is recorded that in terms of the City's performance management policy and system, for purposes of evaluation of the performance of the Acting Chief Operations Officer, 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 Acting Chief Operations Officer.

6.2 The performance of the Acting Chief Operations Officer in relation to their performance agreement shall be reviewed on a quarterly basis as follows:

First quarter : August – September

Second quarter : October – December

Third quarter : January – March

Fourth quarter : April - June

6.3 The Acting Chief Operations Officer must avail himself/herself for scheduled performance reviews. Failure to do so, may result in the City Manager concluding

TN EM
TT MM

on the Acting Chief Operations Officer's 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 Acting Chief Operations Officer 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 Acting Chief Operations Officer'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 Acting Chief Operations Officer will be consulted before any such change is made.
- 6.8 Despite the establishment of agreed intervals for evaluation, the City Manager may, in addition, review the Acting Chief Operations Officer 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

TN BM
TT MM

The City must -

- 7.1 Create an enabling environment to facilitate effective performance by the employee;
- 7.2 Provide access to skills development and capacity building opportunities;
- 7.3 Work collaboratively with the Acting Chief Operations Officer to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- 7.4 On the request of the Acting Chief Operations Officer delegate such powers reasonably required by the Acting Chief Operations Officer to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- 7.5 Make available to the Acting Chief Operations Officer such resources as the Acting Chief Operations Officer may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

8. CONSULTATION

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

9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Acting Chief Operations Officer's performance will form the basis for rewarding performance or correcting unacceptable performance.

TN BM
TT MM

- 9.2 A performance bonus not exceeding 14% may be paid to the Acting Chief Operations Officer in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement.
- 9.3 An increase may be awarded to the Acting Chief Operations Officer in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the Acting Chief Operations Officer 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 Acting Chief Operations Officer not be entitled to a performance bonus in line with Acting Chief Operations Officer's 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 Acting Chief Operations Officer to improve their performance.
- 9.6 Where the City Manager is, at any time during the Acting Chief Operations Officer's employment, not satisfied with the Acting Chief Operations Officer's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Acting Chief Operations Officer to attend a meeting with the City Manager.
- 9.7 The Acting Chief Operations Officer will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Acting Chief Operations Officer's performance becomes satisfactory and any programme, including any dates, for implementing these measures.

TT TN & BM
MM

9.8 Where there is a dispute or difference as to the performance of the Acting Chief Operations Officer 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

TN⁹ BM
TT MM

finally adjudicated upon within as short as possible a period from the date of the dismissal, or of the dispute, arising.

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

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

11. GENERAL

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

11.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Acting Chief Operations Officer in terms of their contract or employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

TT TN 103M
MM

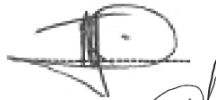
SIGNED at Braamfontein on this the 4th day of July 2022.

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



City Manager

Witness:



Witness:

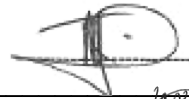


SIGNED at Braamfontein on this the 4th day of July 2022.



**Yubanthren Tyrin Naidoo
Acting Chief Operations Officer**

Witness:



Witness:



TT MM

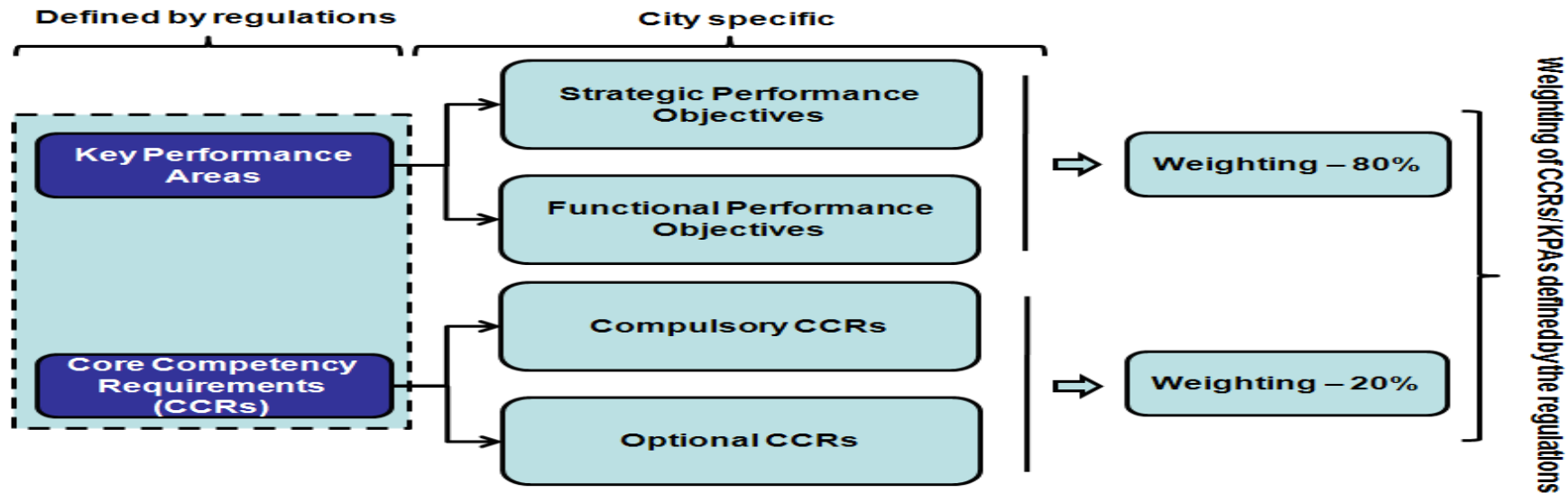


ANNEXURE "A"

PERFORMANCE SCORECARD	
Employee:	Yubanthren Tyrin Naidoo: Acting Chief Operations Officer
Manager:	City Manager
Department:	Office of the City Manager
Position Purpose:	To provide strategic leadership and oversee implementation of service delivery operations, Strategic interface between service delivery functions and administrative leadership, Strategic Management of the City Resources, as well as Strategic Projects
The period of this Performance Plan is from 1 July 2022 to 30 June 2023	

MM
TT TN BWA

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



Strategic Performance Objectives (SPOs) are those KPAs which are derived from key citywide 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%.

MM
TN BM
TT

SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES (SPO)

TOTAL WEIGHTING = 50%

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
1.	The City's infrastructure	1.1	Percentage of spend on repairs and maintenance to Property, Plant and Equipment	3.6%	1 = <4.5% 2 = 4.5 3 = 4.7% 4 = 5.0% 5 = >5.0%	<ul style="list-style-type: none"> Annual financial expenditure report by Group Finance Quarterly R&M Performance Reports tabled at EMT and MayCom
		1.2	Percentage Capital Budget spent on city-wide infrastructure	95%	1= < 90% 2= 94% 3= 95% 4= 98% 5= > 98%	<ul style="list-style-type: none"> Annual financial expenditure report by Group Finance Quarterly R&M Performance Reports tabled at EMT and MayCom
2.	A well-run City	2.1	Audit outcome ¹	Unqualified Audit Report	1= Adverse Audit report ² 2= Qualified Audit Report ³ 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)	<ul style="list-style-type: none"> AG Management Letter

1.1

¹ The opinion may be that given for the department/entity where applicable.

² This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

³ This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

MM
TT TN BM

TOTAL WEIGHTING = 50%

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		2.2	% Internal audit findings relevant to the Office of the COO resolved	New indicator	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"> Internal Audit reports/ findings dashboard report AG Report
		2.3	% Resolution of external (AGSA) audit findings (this is for only findings classified as matters affecting audit opinion and others important matters)	New indicator	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"> Internal Audit reports/ findings dashboard report

MM
TT BM

SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO)

TOTAL WEIGHTING = 30%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
1.	Capacity in key strategic areas	1.1	% Capital Delivery Improvement Plan Implementation	New indicator	1= 40% Capital Delivery Improvement Plan 2= 60% Capital Delivery Improvement Plan 3= 100% Capital Delivery Improvement Plan 4= 100% Capital Delivery Improvement Plan by 15 June 2023 5= 100% Capital Delivery Improvement Plan by 1 June 2023	<ul style="list-style-type: none"> Progress Report against Workplan tabled at EMT and MayCom
		1.2	% Programme and Project Preparation Workplan spent	New Indicator	1= 30% expenditure 2= 60% expenditure 3= 100% expenditure 4= 100% expenditure by 15 June 2023 5= 100% expenditure by 1 June 2023	<ul style="list-style-type: none"> Progress Report against Workplan tabled at EMT and MayCom

MM TT TN BM

TOTAL WEIGHTING = 30%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2	Revenue Enhancement	2.1	Additional revenue generated through revenue enhancement projects.	R 490 mil	1= R 125 mil 2= R 250 mil 3= R 375 mil 4= R 500 mil 5= R 600 mil	<ul style="list-style-type: none"> Revenue Enhancement Quarterly Report tabled at EMT and MayCom
3	Urban Upgrade / Renewal	3.1	% Implementation of Inner-City Rejuvenation Programme ⁴	New indicator	1= 10% Rejuvenation Plan 2= 30% Rejuvenation Plan 3= 60% Rejuvenation Plan 4= 80% Rejuvenation Plan 5= 100% Rejuvenation Plan	<ul style="list-style-type: none"> Approved Reports to Mayoral Committee
4	Transversal Projects	4.1	% implementation of transversal projects emanating from the City Manager/ Executive Mayor's offices	New Indicator	1= 50% 2=60% 3= 85% 4= 90% 5= 100%	<ul style="list-style-type: none"> database of referred issues implementation reports signed by CM/EM

1.1

⁴ The Inner City Rejuvenation Programme is part of the Golden Start set of initiatives. The programme plan will be finalised at the end of May 2022 for Mayoral Committee approval. The 22/23 focus will be on 1) 10 building releases; 2) Informal Trade Policy Implementation; 3) SRA Implementation (linked to Golden Start); 4) Inner City Precinct Project Preparation and 5) urban management issue resolution in identified precincts

MM
TT TN BM

SECTION 3: CORE COMPETENCY REQUIREMENTS

TOTAL WEIGHTING = 20%

No	Key Performance Area	KPI No	Competency Indicator's	Baseline	Target	Means of Verification
People Management and Empowerment (Compulsory)						
1.	Human Capital programmes	1.1	% Monitoring of Human Capital Management targeted programmes ⁵	New indicator	1 < 80% 2 = 80 - 84% 3 = 85 – 89% 4 = 90 - 95% 5 = 96 - 100%	Status reports on: - Skills Development - SHE fatalities - Vacancy Rate - EE compliance - Monitoring reports by COO signed off with GCSS
2.	People performance and management	2.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ ⁶ in the COO's office	<65%	1 = <65% 2 = 65% - 84% 3 = 85% - 100% 4 = 100% compliance and +40% of employees achieved 90% of their set scorecards targets 5 = 100% compliance and +60% of employees achieved 90% of their set scorecards targets	Assessment report by GCSS
		2.2	Percentage of disciplinary cases resolved within 120 days ⁷	2 cases	1 ≥75% 2 = 76 - 80% 3 = 81 - 85%	• Appointment letters of Prosecutor and Presiding Officer

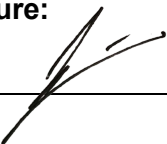
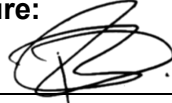
1.1

⁵ Measures compliance of all Skills development, SHE fatalities, Vacancy rate and EE targets for the Office of the COO.

⁶ This is performance for the entire staff compliment in the department unless specified otherwise for departments with very large numbers of employees.

⁷ 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.

MM TT BM

TOTAL WEIGHTING = 20%						
No	Key Performance Area	KPI No	Competency Indicator's	Baseline	Target	Means of Verification
					4 = 86 - 90% 5 = 90 - 100%	• Disciplinary sanction
Financial Competence (Compulsory)						
3	Expenditure Management	3.1	% Spent of allocated Opex on discretionary ⁸ items in the Office of the COO	New indicator	1 ≤ 92% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent 4 = 98% - 99% Opex spent 5 = 100% Opex spent	• Annual financial expenditure report by Group Finance
Customer Orientation and Customer Focus (Compulsory)						
4	Customer satisfaction levels	7.1	Percentage increase in satisfaction levels ⁹	59% 2019/20 polling results	1 = decrease. 2 = no change or <1% increase. 3 = 1% increase. 4 = 2% increase. 5 = > 2% increase.	Polling 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.						
Yubanthren Tyrin Naidoo Acting Chief Operations Officer		Signature: 		City Manager		Signature:  Date: 4 July 2022

1.1 _____

⁸ Discretionary items refer to opex set aside for projects and it excludes items where cost savings are supported.

⁹ 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.

 8