



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

Indraloshini Govender

("the Acting Group Head")

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 Acting Group Head 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 Group Head 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 Group Head;
 - 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 Acting Group Head in attaining equitable and improved service delivery.

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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 Acting Group Head, 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 Group Head; 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 Acting Group Head 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 Acting Group Head's performance will, in addition, be measured in terms of contributions to the goals and strategies as 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 Group Head will be required to engage in performing their job.

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

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

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

5.5 The Acting Group Head'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 Acting Group Head, 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 Group Head.

6.2 The performance of the Acting Group Head 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 Acting Group Head 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 Acting Group Head 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 Group Head'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.

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- 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 Group Head 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 Group Head 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 Acting Group Head 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 Group Head delegate such powers reasonably required by the Acting Group Head 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 Group Head such resources as the Acting Group Head 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.

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8. CONSULTATION

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

9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Acting Group Head's performance will form the basis for rewarding performance or correcting unacceptable performance.
- 9.2 A performance bonus not exceeding 14% may be paid to the Acting Group Head 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 Group Head in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the Acting Group Head 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 Group Head 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 Acting Group Head to improve their performance.
- 9.6 Where the City Manager is, at any time during the Acting Group Head's employment, not satisfied with the Acting Group Head's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Acting Group Head to attend a meeting with the City Manager.

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9.7 The Acting Group Head will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Acting Group Head's performance becomes satisfactory and any programme, including any dates, for implementing these measures.

9.8 Where there is a dispute or difference as to the performance of the Acting Group Head 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

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

10.5 The parties shall be entitled to be represented by a representative of choice at the arbitration, and the outcome of the arbitration shall be final and binding. The Acting Group Head 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 Group Head 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.

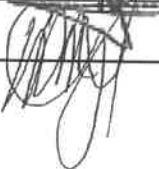


Indraleshini Govender
Acting Group Head

Witness:

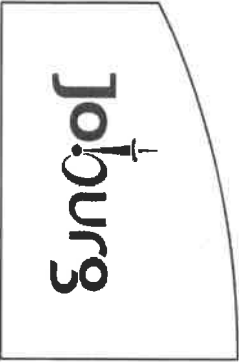


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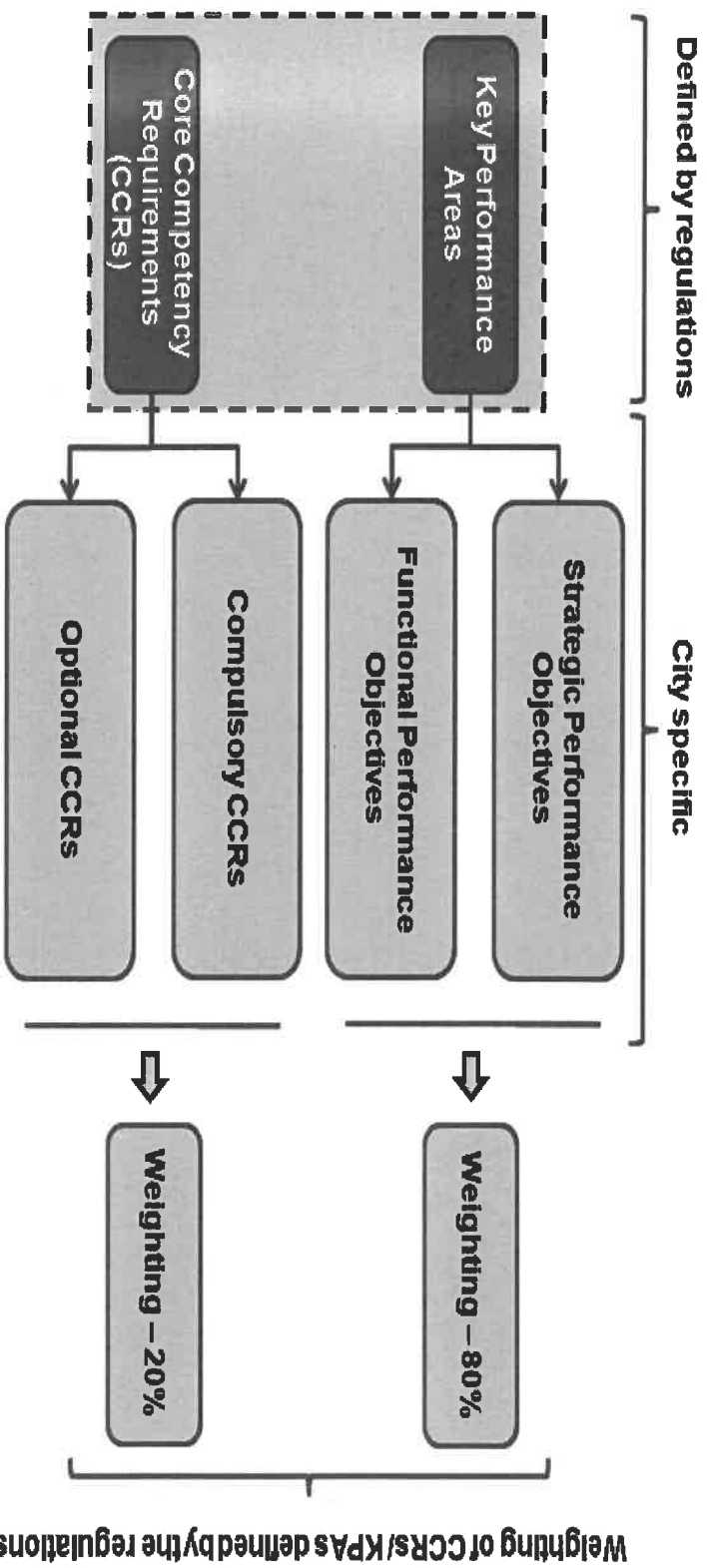


ANNEXURE "A"

| PERFORMANCE SCORECARD – SECTION 57 MANAGER | |
|--|---|
| Employee | Indraloshini Govender: Acting Group Head |
| Manager | City Manager |
| Department | Group Legal and Contracts |
| Position Purpose | Provide legal and contract support services to the City |
| The Period of this performance 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). Therefore, the scorecard is separated into three sections, namely, Functional Performance Objectives, Strategic Performance Objectives and Core Competency Requirements.



Strategic Performance Objectives (SPOs) are those KPAs which are derived from key citywide and sector-based objectives and strategies. Of the total 80% KPA weighting, the relative weighting for SPOs should not be less than 50%. The SPOs are developed to reflect the City's strategic priorities within the individual employee scorecard. Functional Performance Objectives (FPOs) relate to the employee's functional areas, objectives and responsibilities. Of the total 80% KPA weighting, the relative weighting for FPOs should not exceed 30%.

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Section 1: Strategic Performance Objectives (SPOs)



| KPA NO | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---|---|---------|---|----------|---|--|
| Strategic Performance Objectives | | | | | | |
| Total weighting = 50% | | | | | | |
| 1 | Legal Advisory Services and Citywide Support ¹ | 1.1 | % Achievement of service level standards agreed to with client departments and MES ² | 95% | 1 = 85 - 89% achievement of service level standards 2 = 90 - 95% achievement of service level standards 3 = 96% achievement of service level standards 4 = 97 - 98% Achievement of service level standards 5 = 99 - 100% achievement of service level standards | Satisfaction survey results Signed off by client departments/ MES |

¹ Render comprehensive professional legal services (legal advice, opinions, vetting and drafting contracts and reports) to client departments and MES and also provide legal training through briefing to such client departments and MES.

² Agreed standards:

- 1) The designated legal advisor is adequately prepared for meetings.
- 2) The designated legal advisor ensures that reports on agenda are legally in order or alternatively the designated legal advisor recommends amendments to recommendations to make them legally in order.
- 3) The designated legal advisor properly advises the department on legal issues.
- 4) The turn-around time of the designated legal advisor to render legal advice to the Department or ME is acceptable.

| | |
|-----------------------------|-----------------------------|
| 1 = Unacceptable (10%) | 6 = More satisfactory (60%) |
| 2 = Very poor (20%) | 7 = Good (70%) |
| 3 = Poor (30%) | 8 = Very good (80%) |
| 4 = Less satisfactory (40%) | 9 = Excellent (90%) |
| 5 = Satisfactory (50%) | 10 = Perfect (100%) |

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| KPA NO | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---|----------------------|---------|--|----------|--|---|
| Strategic Performance Objectives | | | | | | |
| Total weighting = 50% | | | | | | |
| | | 1.2 | % Compliance to turn-around times in providing legal support within prescribed period ³ | 95% | 1 = 85 - 89% compliance to agreed turn-around times 2 = 90 - 94% compliance to agreed turn-around times 3 = 95 - 96% compliance to agreed turn-around times 4 = 97 - 98% compliance to agreed turnaround times 5 = 99 - 100% compliance to agreed turnaround times | Signed copies of requests by client departments Signed daily matter registers indicating compliance with turn-around times |

³ Turn-around times:

| CATEGORY | TARGET AVERAGE |
|--------------------|----------------|
| Complex matters | 15 days |
| Less complex cases | 8 days |
| Comments | 4 days |
| General advice | 3 days |
| Minute taking | 5 days |

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| KPA NO | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---|--|---------|--|---|---|--|
| Strategic Performance Objectives Total Weighting = 50% | | | | | | |
| 2 | Governance and risk | 2.1 | Percentage assessment of new provincial and national bills and acts impacting on the performance of local government | 93% assessment of the number of new provincial and national bills and acts impacting on the performance of local government | 1 = 85 - 86% assessment of legislation affecting local government 2 = 87 - 89% assessment of legislation affecting local government 3 = 90 - 93% assessment of legislation affecting local government 4 = 94 - 95% assessment of legislation affecting local government 5 = 96 - 100% assessment of legislation affecting local government with proposed amendments | <ul style="list-style-type: none"> List of all bills and acts published on National & Provincial Government websites versus new Bills and Acts distributed to Depts & MES Quarterly progress report Minutes of reporting committees |
| | | 2.2 | % Of by-laws received by Departments & MES to be reviewed in the financial year | 100% of by-laws received by Departments & MES must be reviewed | 1 = 80% 2 = 85% 3 = 95% 4 = 98% 5 = 100% of all by laws received reviews | <ul style="list-style-type: none"> By-law review progress report Minutes of s79 committee, Mayco and Council meetings |
| 3 | Governance, Compliance and Contract Management | 3.1 | Number of Departments and MES briefed on the management of the Group Contract Management Policy and Framework (GCMPF) ⁴ | All Departments and All MES briefed on the management of the GCMPF | 1 = 4 Departments and 2 MES briefed on the GCMPF 2 = 5 Departments and 3 MES briefed on the GCMPF 3 = 9 Departments and 6 MES briefed on the GCMPF 4 = 15 Departments and 9 MES briefed on the GCMPF 5 = All Departments and All MES briefed on the GCMPF | Quarterly Report on briefings done on contract management implementation process Minutes of meetings |

⁴ 17 Departments and 13 MES: contract management entails – briefing, creating awareness rendering advisory services and dispute resolution as and when required.


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| KPA NO | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|--|--|---------|---|---|---|--|
| Strategic Performance Objectives Total weighting = 50% | | | | | | |
| | | 3.2 | Number of City-wide contracts reviewed ⁵ . | % Of contracts received to be reviewed | 1 = 87 - 89% contracts reviewed 2 = 90 - 93% contracts reviewed 3 = 94 - 95% contracts reviewed 4 = 96 – 99 % contracts reviewed 5 = 99.5- 100% contracts reviewed | <ul style="list-style-type: none"> Contract register Signed copies of reviewed contracts submitted quarterly Signed by client Departments and MES |
| 4 | Litigation and Disciplinary Management | 4.1 | Number of departments counselled on their role in the implementation of the Group Legal Policies and Procedures relating to litigation management | All Departments and MES counselled on their role in the implementation of the Group Legal Policies and Procedures relating to litigation management | 1 = 4 Departments and 2 MES counselled on the litigation management strategy 2 = 5 Departments and 3 MES counselled on the litigation management strategy 3 = 9 Departments and 6 MES counselled on the litigation management strategy 4 = 15 Departments and 9 MES counselled on the litigation management strategy 5 = All Departments and All MES counselled on the litigation management strategy | <ul style="list-style-type: none"> Quarterly Report on briefings done on litigation management Minutes of meetings |

⁵ The contracts vary and include NDA, SLA and EBM AGREEMENTS.

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| KPA NO | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|--|----------------------|---------|---|--|---|--|
| Strategic Performance Objectives Total weighting = 50% | | | | | | |
| | | 4.2 | % Undertaking of high level ⁶ disciplinary cases citywide ⁷ | 96% commenced within three months of receiving complaint | 1 = 90% commenced within three months 2 = 95% commenced within three months 3 = 97% commenced within three months 4 = 98% commenced within three months 5 = 99 - 100% commenced within three months | Disciplinary matters quarterly report signed off by Labour Relations |
| 5 | Municipal Court | 5.1 | Percentage of successfully prosecuted cases based on the number of prosecutable citations issued ⁸ and enrolled at court | 93% | 1 = 90% of cases prosecuted 2 = 92% of cases prosecuted 3 = 94% of cases prosecuted 4 = 95% of cases prosecuted 5 = 96 - 100% of cases prosecuted | Local Contravention Management System and Court Roll |

⁶ Directors, deputy directors, assistant directors and matters referred by the City Manager

⁷ Up to the point of sanction being delivered

⁸ Based on the number of citations issued (Prosecutable cases are those that are properly cited and can be presented for prosecution).

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| KPA NO | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|--|----------------------|---------|---|---------------------------|---|--|
| Strategic Performance Objectives Total weighting = 50% | | | | | | |
| 6 | A well-run City | 6.1 | Audit opinion ⁹ | Unqualified Audit opinion | 1 = Adverse Audit report ¹⁰ 2 = Qualified Audit Report ¹¹ 3 = Unqualified without material findings 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 |
| | | 6.2 | % Resolution of the Internal Audit findings | 95% resolution | 1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings) | Internal Audit Report on Findings |
| | | 6.3 | % Resolution of the AGSA findings ¹² | 100% resolution | 1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings) | Internal Audit Report on Findings |
| | | 6.4 | % Compliance with response timeliness for the submission of the Annual Performance Report ¹³ | New indicator | 1 < 90% compliance 2 = 90% - 99% compliance 3 = 100% compliance 4 = 100% compliance 2 days earlier 5 = 100% compliance 3 days earlier | Tracking report signed-off by GH GSPCR |

⁹ The opinion may be that given for the Department/ME where applicable.

¹⁰ This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

¹¹ This is where there is a disagreement between AGSA and CoJ on fair presentation & disclosure.


¹² This is only for findings classified as matters affecting audit opinions and other important matters.

¹³ Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report.

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| KPA NO | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|--|------------------------------------|---------|---|---------------|---|---|
| Strategic Performance Objectives Total weighting = 50% | | | | | | |
| 7 | Accountability and Good Governance | 7.1 | Percentage of agreed recommendations implemented by departments and MES emanating from concluded forensic investigations within 90 days | New indicator | 1 = Less than 50% implemented within 90 days or more 2 = 50% - 84% implemented within 90 days or more 3 = 85% - 100% implemented within 90 days 4 = 100% implemented within 60 days 5 = 100% implemented within 30 days or less | <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 the Head of GFIS |
| | | 7.2 | Turnaround times to respond to oversight & advisory committees' requests GPAC MPAC GAC GRGC S79 Committees | New indicator | 1 = 2 days after the approved timelines 2 = 1 day after the approved timelines 3 = Within the approved timelines 4 = 1 day ahead of approved timelines 5 = 2 days ahead of approved timelines | <ul style="list-style-type: none"> Departmental quarterly tracking reports signed by HoD; POCM analysis dashboard tabled at EMT |

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SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO)

| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|--|-------------------------------------|---------|---|---------------|---|--|
| FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%) | | | | | | |
| 1 | Procurement and Contract Management | 1.1 | Percentage management of contracted supplier contract within the department ¹⁴ | New indicator | 1 = Contract(s) expired without starting new procurement process 2 = Contract(s) expired while procuring 3 = 100% management of all contracts without incurring and deviations 4 = New contract(s) 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 | <ul style="list-style-type: none"> Status of the Contracts Register Sign-off by the OGCF0 |
| | | 1.2 | Acquisition of goods and services as per the approved demand plan | New indicator | 1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance 4 = Target met ahead of delivery date (1 month) | <ul style="list-style-type: none"> Approved Acquisition plan Departmental Quarterly Acquisition Status Reports SCM Assessment reports |

¹⁴ 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.

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| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|--|------------------------------|---------|--|---------------|---|------------------------------------|
| FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%) | | | | | | |
| 2 | UJFW Strategy Implementation | 2.1 | Percentage reduction in historical Unauthorised expenditure reported 30 June 2023 | | 5 = Target met ahead of delivery date (2 months) | UJFW report tabled at GAC and GPAC |
| | | 2.2 | Percentage reduction in current and/or Unauthorised expenditure | New indicator | 1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75% 4 = 76% - 80% 5 = 81% - 85% | |
| | | 2.3 | Percentage reduction in historical Irregular expenditure reported 30 June 2023 | | 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 2023 | | 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% | |

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| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|--|---|---------|--|----------|--|---|
| FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%) | | | | | | |
| 2 | Risk Management | 2.1 | % Of risks mitigation strategies action plan for departmental top strategic risks implementation towards the reduction of departmental risks | 100% | 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 |
| 3 | Departmental performance management, monitoring and reporting | 3.1 | % Attainment of performance targets on departmental SDBIP/BP. | 80% | 1 < 75% 2 = 75% - 84% 3 = 85% - 89% 4 = 90% - 99% 5 = 100% | <ul style="list-style-type: none"> GSPCR assessment reports presented at Mayoral Committee meeting; Minutes of Mayoral Committee |

SECTION 3: CORE COMPETENCY REQUIREMENTS

| No | Key Area | Performance | KPI No | Key Indicator | Performance | Baseline | Target | Means of Verification |
|---|------------------------|-------------|---|--|-------------|----------|--------|--|
| CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%) | | | | | | | | |
| Financial Competence (Compulsory) | | | | | | | | |
| 1 | Expenditure Management | 1.1 | % Spent of allocated departmental Opex budget | 1 ≤ 92% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent | | | | <ul style="list-style-type: none"> SAP Report Opex report by Group Finance |

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| No | Key Area | Performance | KPI No | Key Indicator | Performance | Baseline | Target | Means of Verification |
|--|--------------------|-------------|--------|--|-------------|----------|--|---|
| CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%) | | | | | | | | |
| | | | | | | | 4 = 98% - 99% Opex spent 5 = 100% Opex spent | |
| | | | 1.2 | Percentage of valid departmental invoices paid within 30 days of submission to Group Finance ¹⁵ | | | 1 < 90% of valid invoices paid within 30 days 2 = 91% - 99% of valid invoices paid within 30 days 3 = 100% of valid invoices paid within 30 days of invoice date ¹⁶ 4 = 100% of valid invoices paid within 25 days 5 = 100% of valid invoices paid within 20 days | Group Finance Payment of Invoices analysis Report |
| People Management and Empowerment (Compulsory) | | | | | | | | |
| 2 | Skills Development | | 2.1 | % Implementation of skills development initiatives for Col employees ¹⁷ | | | 1 = Establishment of a Departmental Training Committee 2 = Development and sign off a Departmental Workplace Skills Plan 3 = 100% Implementation of a | <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. |

¹⁵ 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.

¹⁶ Municipal Finance Management Act (2000); which states that 100% of valid invoices must be paid within 30 days of receipt in terms of increasing the support and development of SMME's

¹⁷ 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. LLP and others.

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| No | Key Area | Performance | KPI No | Key Indicator | Performance | Baseline | Target | Means of Verification |
|--|-------------------|-------------|--------|---|-------------|---------------------------|--|--|
| CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%) | | | | | | | | |
| 3 | People Management | | 3.1 | % Compliance to the performance management cycle as per the policy for employees of the CoJ ²⁰ | | 19.74% | Departmental Workplace Skills Plan 18 4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees ¹⁹ 5 = 80% implementation of all competency gaps identified in the skills audits for level 5 – 6 employees 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 |
| | | | 3.2 | Percentage of disciplinary cases resolved within 90 days ²¹ | | No cases for disciplinary | 1 = <75% 2 = 75 - 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 | | 100% | 1 = 40% compliance to SHE audits and >1 Disabling injuries | Quarterly assessment reports by SHELA & FCM tabled at EMT |

¹⁸ General training to improve skills including Individual Learning Plans trainings.

¹⁹ 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.

²⁰ This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.

²¹ The counting begins with the change (change 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.

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| No | Key Area | Performance | KPI No | Key Indicator | Performance | Baseline | Target | Means of Verification |
|--|----------------------------------|-------------|--------|---|-------------|----------|---|---|
| CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%) | | | | | | | | |
| | | | | promote health and safety in the department ²² | | | 2 = 60% compliance to SHE audits and >1 Disabling injuries 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 (optional) | | | | | | | | |
| 5 | Human Management and Empowerment | Capital and | 5.1 | % Compliance with the implementation of EE in departments (including gender and disability) | 40% | | 1 < 40% ²⁴ 2 = 40% - 59% ²⁵ 3 = 60% - 79% ²⁶ 4 = 80% - 99% ²⁷ | <u>Departmental Level</u> <ul style="list-style-type: none"> Approved Departmental Action Plan; Manco/SMT Minutes |

²² 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 COLD office within 2 days after the incident
- VII. List of employees provided with Personal Protective Equipment
- 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

²⁴ Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.

²⁵ Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.

²⁶ 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)

²⁷ Training done in line with the employee's upward mobility requirements.

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| No | Key Area | Performance | KPI No | Key Indicator | Performance | Baseline | Target | Means of Verification |
|--|--------------------------|-------------|--------|---|---------------|---|------------------------|---|
| CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%) | | | | | | | | |
| | | | | 23 | | | 5 = 100% ²⁸ | <ul style="list-style-type: none"> • Training Manuals & Presentations • DEE&SDF and/or Quarterly Staff meetings' minutes & Annual Schedules • Signed Quarterly Progress reports • EE Office Level <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 • Training Manuals & Presentations • Signed Quarterly Progress reports • Recruitment reports • SAP Reports |
| 6 | Disability Mainstreaming | | 6.1 | % Attraction of suitably qualified People with Disabilities (PWDs) within departments (including measures to enhance universal access and | New indicator | 1 = 0% - 19% ²⁹ 2 = 20% - 45% ³⁰ 3 = 46% - 79% ³¹ 4 = 80% - 99% ³² 5 = 100% ³³ | | |

²³ The department is required to development an action plan to guide implementation through which it will be measured.

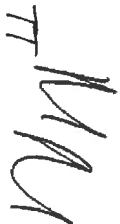
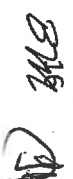
²⁸ Plan and celebrate annual transformation events e.g., Women's Day, 16th Days of Activism against Women and Children Abuse, National Disability Day etc.



²⁹ Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.

³⁰ 0 – 1% of total staff compliment as an improvement to the minimum 2% Disability target

³¹ >1% of total staff compliment as an improvement to the minimum 2% Disability target

³² Partnership with external organisation to recruit disability learners or to improve on workplace accessibility

| No | Key Area | Performance | KPI No | Key Indicator | Performance | Baseline | Target | Means of Verification |
|--|-----------------------|-------------|--|--|---|-----------------|--|---|
| CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%) | | | | | | | | |
| | | | | reasonable accommodation) | | | | <ul style="list-style-type: none"> Memorandum of Understanding (MOU) or Partnership Agreements |
| Customer Orientation and Customer Focus (Compulsory) | | | | | | | | |
| 7 | Customer satisfaction | 7.1 | Percentage increase in satisfaction levels ³⁴ | 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. | | | | | | | | |
| Indraloshini Govender Acting Group Head | | | | Signature:  | City Manager | | Signature:  | Date: 4 July 2022 |

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³⁴ Every two years the Quality of Life survey is conducted in partnership with GCRO and GP&G, 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.