



**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

**Sinaye Nxumalo**

("the 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 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 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 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 Group Head 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 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 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 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.
- 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

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must be achieved. The weightings show the relative importance of the key objectives to each other.

- 4.4 The Group Head'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 Group Head will be required to engage in performing their job.

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

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

- 5.4 The Group Head 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 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 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 Group Head, a Group Performance Audit Committee / Performance Evaluation Panel has been established to assist the City Manager and in the process of evaluating the Performance of the Group Head.

- 6.2 The performance of the Group Head in relation to their performance agreement shall be reviewed on a quarterly basis as follows:

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First quarter	:	July – September
Second quarter	:	October – December
Third quarter	:	January – March
Fourth quarter	:	April - June

- 6.3 The 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 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 Group Head's performance by the City Manager and Group Performance Audit Committee / 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 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 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.

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## **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 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 Group Head delegate such powers reasonably required by the 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 Group Head such resources as the 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.

## **8. CONSULTATION**

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

## **9. MANAGEMENT OF OUTCOMES**

- 9.1 The evaluation of the 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 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 Group Head in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the 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.

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- 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 Group Head to improve their performance.
- 9.6 Where the City Manager is, at any time during the Group Head's employment, not satisfied with the Group Head's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Group Head to attend a meeting with the City Manager.
- 9.7 The Group Head will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the 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 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

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speedy arbitration in the selection of arbitrators. If the appointment is to be made in this manner, preference shall be given to the attorneys or advocates on the Panel of arbitrators of the accredited private dispute resolution agency.

- 10.4 The arbitrator shall be entitled further to determine the procedure to be followed in the arbitration, but to ensure that each party has the right to be heard, lead appropriate witnesses, submit documentation, and to argue in respect of the appropriate outcome and remedy. The arbitrator shall, in determining the procedures to be followed, be guided by the parties intention to have the dispute finally adjudicated upon within as short as possible a period from the date of the dismissal, or of the dispute, arising.
- 10.5 The parties shall be entitled to be represented by a representative of choice at the arbitration, and the outcome of the arbitration shall be final and binding. The 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 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 4<sup>th</sup> day of July 2022.

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



**City Manager**

Witness:



Witness:



SIGNED at Braamfontein on this the 4<sup>th</sup> day of July 2022.



**Sinaye Nxumalo**  
**Group Head**

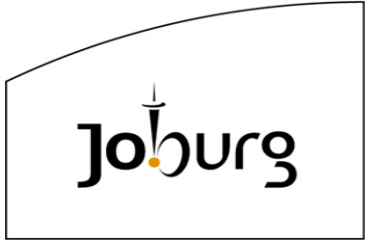
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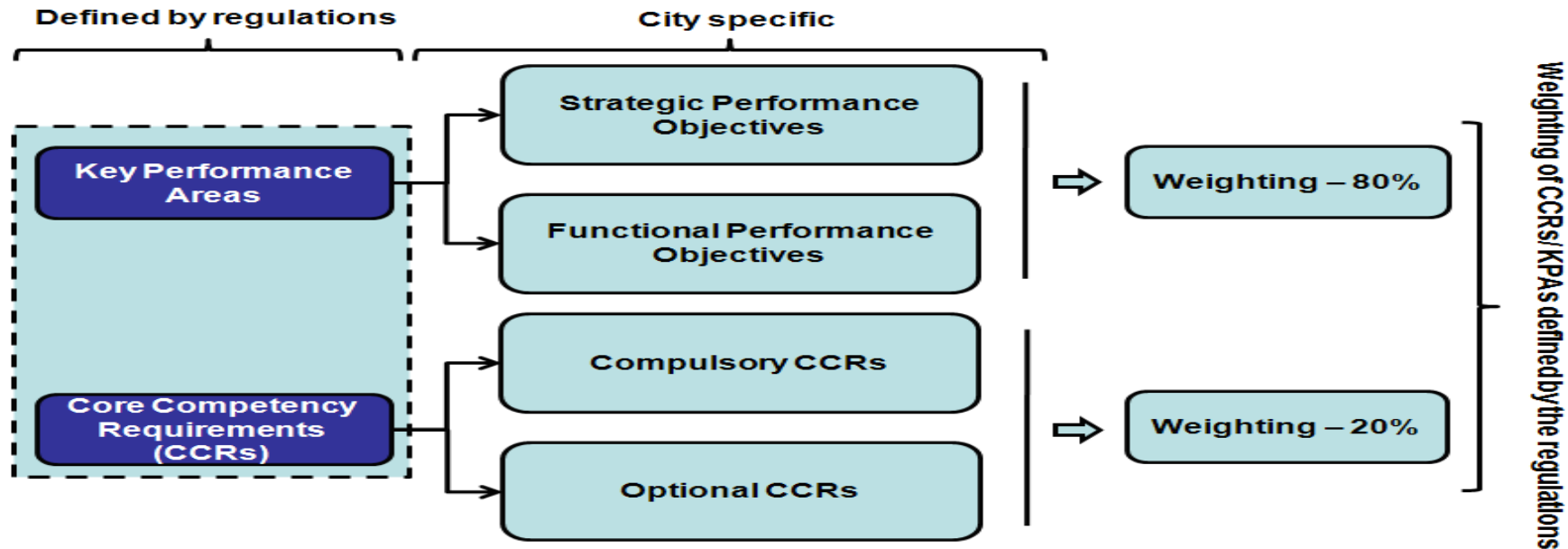
PERFORMANCE SCORECARD: SECTION 57	
Employee	Group Head: Sinaye Nxumalo
Manager	City Manager
Department	Group Risk and Assurance Services (GRAS)
Position Purpose	To promote a culture of good governance practice and accountability within the City by providing risk, assurance and advisory services.
The 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 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 (SPO)**

**STRATEGIC PERFORMANCE OBJECTIVES**

**(TOTAL WEIGHT = 50%)**

KPA No	Key Performance Area (KPA)	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
1.	Combined assurance on risk, compliance, performance and financial controls	1.1	Number of Integrated and Combined Assurance reports with 100% coverage of Priority Programmes.	4 reports	1 = 1 Combined assurance report with 25% coverage of Priority Programmes. 2 = 2 Combined assurance report with 50% coverage with 100% coverage of Priority Programmes. 3 = 4 Quarterly Combined assurance reports with 100% coverage of Priority Programmes. 4 = 4 Quarterly Combined and integrated assurance reports with 100% coverage of Priority Programmes plus 1 report on the analyses of AGSA combined assurance dashboard outcomes for 2020/21 financial year, risk and regulatory compliance assessments and response plans 5 = 4 Quarterly Combined and integrated assurance reports with 100% coverage of Priority Programmes plus 1 dashboard/integrated report on advisories to management for strategic and/or operational interventions based on combined and integrated assurance outcomes	<ul style="list-style-type: none"> <li>• Report/s to GRGC, GPAC, GAC</li> <li>• Advisory report EMT on recommended strategic and/or operational interventions based on integrated assurance outcomes</li> <li>• Reports to the Mayoral Committee</li> </ul>

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STRATEGIC PERFORMANCE OBJECTIVES (TOTAL WEIGHT = 50%)						
KPA No	Key Performance Area (KPA)	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		1.2	Number of special investigations <sup>1/</sup> combined assurance engagements conducted on control deficiencies	1	1 = no special investigations identified or referred 2 = 1 special investigation conducted and completed 3 = 3 special investigations conducted and completed 4 = 4 special investigations conducted and completed 5 = 5 special investigations conducted and completed.	<ul style="list-style-type: none"> <li>Investigations Reports to the Accounting Officer</li> <li>Report on Integrated internal control improvements submitted to EMT.</li> <li>Reports to the Mayoral Committee.</li> </ul>
		1.3	Number of Quarterly monitoring reports completed on the implementation of UIFW strategy	New indicator	1 = Draft UIFW Strategy & implementation plan for 2022/23 2 = GAC and Council UIFW Strategy approval 3 = four (4) quarterly monitoring reports completed on the implementation of UIFW strategy. 4 = Analysis report on the UIFW strategy implementation. 5 = Advisory report on the mitigations of UIFW expenditure.	<ul style="list-style-type: none"> <li>UIFW Quarterly monitoring report.</li> <li>Approved UIFW strategy</li> <li>UIFW Analysis report</li> <li>UIFW advisory report on the mitigation of UIFW expenditure/ Report on underlying causes for UIFWs.</li> <li>Reports to the Mayoral Committee</li> </ul>

<sup>1</sup> Special investigations conducted at the request of the Accounting Officer. Alternatively, special investigations to identify control deficiencies and accountability matrix(ces). Furthermore, these will include investigations of material irregularities identified by Auditor General

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**STRATEGIC PERFORMANCE OBJECTIVES**

**(TOTAL WEIGHT = 50%)**

KPA No	Key Performance Area (KPA)	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		1.4	% UIFW expenditure investigations completed.	75%	1= 210% of UIFW expenditure investigations completed. 2=40% of UIFW expenditure investigations completed. 3=75% of UIFW expenditure investigations completed. 4=85% of UIFW expenditure investigations completed. 5= 85% of UIFW expenditure investigations completed and 1 advisory report on UIFW investigations completed.	<ul style="list-style-type: none"> <li>• UIFW investigation reports.</li> <li>• Reports to Mayoral Committee.</li> </ul>
		1.5	% Of Integrated probity reviews of high value <sup>3</sup> tenders completed.	100% of allocated probity audits	1 =0-49% of high value tenders completed 2 = 50% of high value tenders completed 3 = 100% of high value tenders completed 4 = 100% of high value tenders completed and detailed analysis of probity outcomes to identify weaknesses and overarching advisory on procurement control improvements. 5= 100% of high value tenders completed and detailed report on the monitoring the implementation of the probity outcome weaknesses identified.	<ul style="list-style-type: none"> <li>• Register of Probity Audit and Compliance reviews</li> <li>• Report on probity reviews completed and submitted to City Manager and GAC.</li> <li>• Reports to Mayoral Committee.</li> </ul>
2.	Risk Governance and Management	2.1	% of Top Citywide Strategic risks action plans monitored to measure residual risk	100% of 17 top Citywide	1= 65% of Top Citywide Strategic risks and mitigation actions monitored. 2= 85% of Top Citywide Strategic risks and	<ul style="list-style-type: none"> <li>• 2022/23 Top Citywide Strategic Risk Register.</li> </ul>

<sup>2</sup> Departmental workshop(s) inclusive of GRAS & GFIS officials on improvements in integrated approach to investigation of UIFWs to be included in UIFW Strategy

<sup>3</sup> This refers on tenders of Critical in nature with high value amount from 50 million and above



**STRATEGIC PERFORMANCE OBJECTIVES**

**(TOTAL WEIGHT = 50%)**

KPA No	Key Performance Area (KPA)	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			against acceptable risk tolerance levels.	strategic risks and mitigation actions monitored	mitigation actions monitored. 3= 100% Top Citywide Strategic risks and mitigation actions monitored. 4= Risk management advisories for 50% of Top Citywide Strategic risks recommended to bring residual risks to acceptable levels 5= Risk management advisories for +50% of Top Citywide Strategic risks recommended to bring residual risks to acceptable levels	<ul style="list-style-type: none"> <li>Q1 to Q4 GRGC reports.</li> <li>Reports to Mayoral Committee.</li> </ul>
		2.2	Number of City 's priority projects risks assessed, and residual risk profiles monitored	6 of the City 's priority projects risks were assessed, and residual risk profiles monitored	1 = 1 of the City 's priority projects risks assessed, and residual risk profiles monitored 2 = 3 - 5 of the City 's priority projects risks assessed, and residual risk profiles monitored 3 = 6 -10 of the City 's priority projects risks assessed, and residual risk profiles monitored 4 = >10 of the City 's priority projects risks assessed, and residual risks monitored 5 = Integrated Risk Response Advisories report on the management of priority projects risks assessed and residual risks monitored	<ul style="list-style-type: none"> <li>Quarter 4 Group Risk Report to the GRGC</li> <li>Risk Advisory report to EMT</li> <li>Reports to Mayoral Committee.</li> </ul>
		2.3	City's Assets and Liabilities adequately covered against damage and losses	Extended annual insurance	1= Analysis of covers in terms of premiums versus the exposures 2= Claims administration monitored and a	<ul style="list-style-type: none"> <li>Insurance policies for Motor Insurance and non-motor insurance covers</li> </ul>

<sup>4</sup> Risk tolerance level to be defined for associated key risk exposure by the relevant risk owners/ department and entities. These are Strategic Risks that are linked to the Mayoral Priority programmes.

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**STRATEGIC PERFORMANCE OBJECTIVES**

**(TOTAL WEIGHT = 50%)**

KPA No	Key Performance Area (KPA)	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
				renewal with Aon.	plan in place to manage backlog of long outstanding claims 3= Insurance renewal 4= 100% Analysis of claims and follow-up on long outstanding claims 5= Group Risk Financing (Insurance) strategy aligned to the CoJ Risk framework.	<ul style="list-style-type: none"> <li>• Risk Finance Strategy</li> <li>• GRGC report</li> <li>• Reports to Mayoral Committee.</li> </ul>
		2.4	Number of Business Continuity Management Plans implementation for prioritised departments and entities monitored	<sup>5</sup> Business Continuity Plans Developed	1= Approved Updated Business Continuity Framework and aligned with the new ISO22301 Standards and integration with Risk Financing (Insurance) Strategy 2= Management awareness and training sessions for 5 Departments and Municipal Entities on BCPs 3= 5 Business Impact Analysis (BIAs) conducted and 5 BCPs developed for identified Dept/s or Municipal Entity/ies. 4= 7 Business Impact Analysis (BIAs) conducted and 7 BCPs developed for identified Dept/s or Municipal Entity/ies. 5= 8 Business Impact Analysis (BIAs) conducted and 8 BCPs developed for identified Dept/s or Municipal Entity/ies.	<ul style="list-style-type: none"> <li>• Business Continuity approved Plans Tested.</li> <li>• Quarterly Business Continuity Review report.</li> <li>• Reports to Mayoral Committee</li> </ul>

<sup>5</sup> Target based on augmented capacity (i.e. GRAS panel to be procured) to carry out BIAs with Departments and develop BCPs. Planned procurement of professional /external service provider in progress. Improvements planned on scope of work and deliverables for work to be performed by external service provider.

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**STRATEGIC PERFORMANCE OBJECTIVES**

**(TOTAL WEIGHT = 50%)**

KPA No	Key Performance Area (KPA)	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	Compliance culture	3.1	% Completion of the approved annual regulatory compliance plan	New Indicator	1= 20% completion <sup>6</sup> of approved annual plan for regulatory compliance advisory and monitoring 2= 30% completion <sup>7</sup> of approved annual plan for regulatory compliance advisory and monitoring 3= 85% completion of approved annual plan for regulatory compliance advisory and monitoring 4= 90% completion of approved annual plan for regulatory compliance advisory and monitoring 5= 100% completion of approved annual plan for regulatory compliance advisory and monitoring	<ul style="list-style-type: none"> <li>Approved Compliance annual Plan.</li> <li>Quarterly Progress Report to GRGC.</li> <li>Reports to the Mayoral Committee</li> </ul>
4	Internal audit assurance	4.1	% Implementation of risk based annual Internal audit plan.	80% on coverage plan completed	1= 50-74% implementation of risk based annual Internal audit plan. 2= 75-84% implementation of risk based annual Internal audit plan. 3= 85-90% implementation of risk based annual Internal audit plan. 4= 91% - 95% implementation of risk based annual Internal audit plan. 5= 96-100% implementation of risk based annual Internal audit plan.	<ul style="list-style-type: none"> <li>Approved Internal Audit Plan.</li> <li>Issued Internal Audit Reports.</li> <li>Quarterly Progress Report to the GAC and GPAC.</li> <li>Reports to the Mayoral Committee</li> </ul>
5	A well-run City	5.1	Audit opinion <sup>8</sup>	Unqualified Audit	1= Adverse Audit report <sup>9</sup> 2= Qualified Audit Report <sup>10</sup>	Auditor General management report and audit report

<sup>6</sup> Updating of Group Compliance Framework and compilation of citywide regulatory compliance universe incorporated in annual compliance plan

<sup>7</sup> Departmental and ME's regulatory compliance risk assessments and high regulatory compliance risks monitored; and Citywide regulatory compliance profile and advisory on key compliance gaps incorporated in annual plan

<sup>8</sup> The opinion may be that given for the department/entity where applicable.

<sup>9</sup> This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

<sup>10</sup> This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

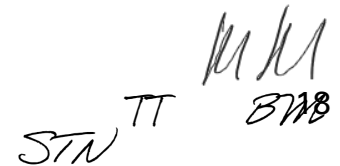
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**STRATEGIC PERFORMANCE OBJECTIVES**

**(TOTAL WEIGHT = 50%)**

KPA No	Key Performance Area (KPA)	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					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)	
		5.2	% Follow up on Resolution of internal audit findings	95% of the resolution	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"> <li>Internal Audit dashboard Reports</li> <li>Annual/Quarterly Dashboard</li> <li>Reports to Mayoral Committee</li> </ul>
		5.3	% Follow up of Resolution of external (AGSA) audit findings	95% of the resolution	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"> <li>Internal Audit Dashboard Report</li> <li>Annual/Quarterly Dashboard</li> <li>Reports to Mayoral Committee</li> </ul>
		5.4	% Compliance with response timelines for the submission of the Annual Performance Report <sup>11</sup>	New indicator	1 < 90% compliance 2 = 90% - 99% compliance 3 = 100% compliance 4 = 100% compliance 2 days earlier 5 =100% compliance 3 days earlier	GSPCR tracking report signed-off by GH
6	Accountability and Good Governance	6.1	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within	36% all departments	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	<ul style="list-style-type: none"> <li>GFIS Dashboard of concluded investigations</li> <li>Copy of concluded investigation report</li> </ul>

<sup>11</sup> 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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**STRATEGIC PERFORMANCE OBJECTIVES**  
(TOTAL WEIGHT = 50%)

KPA No	Key Performance Area (KPA)	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			90 days		4 = 100% implemented within 60 days 5 = 100% implemented within 30 days or less days	<ul style="list-style-type: none"> <li>Acknowledgment of receipt by clients</li> <li>Implementation plan by clients.</li> <li>Implementation/status report signed off by HOD/CEO.</li> <li>Quarterly monitoring report signed off by signed-off by the Head of GFIS</li> </ul>
		6.2	Turnaround times to respond to oversight & advisory committees' requests  GPAC MPAC GAC GRGC S79 Committees		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"> <li>Departmental quarterly tracking reports signed by HoD;</li> <li>POCM analysis dashboard tabled at EMT</li> </ul>

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**SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO)**

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</b>						
1	Procurement and Contract Management	1.1	% Management of contracted supplier contract within the department <sup>12</sup>	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.	<ul style="list-style-type: none"> <li>Status of the Contracts Register</li> <li>Sign-off by the OGCFO</li> </ul>
		1.2	Percentage acquisition of goods and services as per the approved demand plan. <sup>13</sup>	New indicator	1 = Approved Acquisition plan 2 = Procurement delayed 3 = 100% compliance with the acquisition plan and all existing contracts in force 4 = Target met ahead of delivery date (1 month) 5 = Target met ahead of delivery date (2 months)	<ul style="list-style-type: none"> <li>Approved Acquisition plan</li> <li>Departmental Quarterly Acquisition Status Reports</li> <li>SCM Assessment reports</li> </ul>
2	Expenditure Management	2.1	Percentage reduction in historical <b>Unauthorised</b> expenditure reported 30 June 2022	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	<ul style="list-style-type: none"> <li>UIFW report tabled at GAC &amp; GPAC.</li> <li>Reports to the Mayoral Committee</li> </ul>

<sup>12</sup> 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.


<sup>13</sup> This KPI serves as a Tracking of the acquisition plan, as well as Contract Management monitoring process. The HoD must ensure compliance with the acquisition plan and that all contracts in the department are managed.


  
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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</b>						
		2.2	Percentage reduction in current and/or new <b>Unauthorised</b> expenditure	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.3	Percentage reduction in historical <b>Irregular</b> expenditure reported 30 June 2022	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.4	Percentage reduction in current and/or new <b>Irregular</b> expenditure	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.5	Percentage reduction in historical <b>Fruitless and Wasteful</b> expenditure reported 30 June 2022	New indicator	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 96%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.	
		2.6	Percentage reduction in current and/or new <b>Fruitless and Wasteful</b> expenditure	New indicator	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 96%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.	
3	Risk Management	3.1	Percentage of action plan for departmental top strategic	60%	1 = < 50% implemented. 2 = 51% - 69% implemented.	<ul style="list-style-type: none"> <li>GRGC Risk analysis reports and Minutes.</li> </ul>

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</b>						
			risks implementation towards the reduction of departmental risks.		3 = 70% -100% implemented. 4 = 40% of departmental top strategic risks improved. 5 = 60% of departmental top strategic risks improved.	<ul style="list-style-type: none"> <li>• Reports to Mayoral Committee</li> </ul>
4	Departmental performance monitoring and reporting	4.1	% Attainment of performance targets on departmental SDBIP/BP.	82%	1 < 75% 2 = 76% - 84% 3 = 85% - 89% 4 = 90% - 99% 5 =100%	<ul style="list-style-type: none"> <li>• GSPCR assessment reports presented at Mayoral Committee meeting;</li> <li>• Minutes of Mayoral Committee</li> <li>• Reports to Mayoral Committee</li> </ul>
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 4= 51% Compliance with mSCOA compliance per NT requirement 01 April 2023 5= 53% Compliance with mSCOA compliance per NT requirement 01 March 2023	Quarterly mSCOA compliance reports
		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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**SECTION 3: CORE COMPETENCY REQUIREMENTS**

No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
<b>CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)</b>						
<b>Financial Competence (Compulsory)</b>						
1	Expenditure Management	1.1	% Spent of allocated departmental Opex budget	94%	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"> <li>SAP Report</li> <li>Opex report by Group Finance</li> </ul>
		1.2	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment <sup>14</sup>	100%	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 <sup>15</sup> 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
<b>People Management and Empowerment (Compulsory)</b>						
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees <sup>16</sup>		1 = 80% (Establishment of a Departmental Training Committee) 2 = 90% (Development and sign off a Departmental Workplace Skills Plan) 3 = 100% Implementation of a	<ul style="list-style-type: none"> <li>Terms of Reference, Minutes, Agendas for the Training Committee;</li> <li>Signed Compliant WSP</li> <li>Annual Training Reports</li> </ul>

<sup>14</sup> 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.

<sup>15</sup> 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

<sup>16</sup> 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.

  
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No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
<b>CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)</b>						
					Departmental Workplace Skills Plan <sup>17</sup> 4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees <sup>18</sup> 5 = 80% implementation of all competency gaps identified in the skills audits for level 5 – 6 employees	reflecting status and levels trained.
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ <sup>19</sup> in the department	58.62%	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 120 days <sup>20</sup>	No cases	1 = >75% 2 = 75 - 80% 3 = 81 - 85% 4 = 86 - 90% 5 = 90 - 100%	<ul style="list-style-type: none"> <li>Appointment letters of Prosecutor and Presiding Officer</li> <li>Disciplinary sanction</li> </ul>
4	Employee safety	4.1	Percentage compliance to SHE guidelines in terms of averting fatalities in the department <sup>21</sup>	100%	1 = 40% compliance to SHE audits and <u>&gt;1</u> Disabling injuries 2 = 60% compliance to SHE audits and <u>&gt;1</u> Disabling injuries 3 = 80% - 89% compliance to SHE audits and <u>&gt;1</u> Disabling injuries	Quarterly assessment reports by SHELA & FCM tabled at EMT

<sup>17</sup> General training to improve skills including Individual Learning Plans trainings.

<sup>18</sup> 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.

<sup>19</sup> This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.

<sup>20</sup> 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.

<sup>21</sup> This relates to injuries classified as fatalities by SHELA. The department to engage SHELA for guidelines.

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No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
<b>CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)</b>						
					4 = 90% - 94% compliance to SHE audits and 0 Disabling injuries 5 = 0 Fatalities and 95% - 100% compliance to SHE audits	
<b>Change Management (optional)</b>						
5	Human Capital Management and Empowerment	5.1	% Compliance with the implementation of EE in departments	40%	1 ≤ 40% <sup>22</sup> 2 = 41% - 59% <sup>23</sup> 3 = 60% - 79% <sup>24</sup> 4 = 80% - 99% <sup>25</sup> 5 = 100% <sup>26</sup>	<p><b>Departmental Level</b></p> <ul style="list-style-type: none"> <li>• Approved Departmental Action Plan;</li> <li>• Manco/SMT Minutes</li> <li>• Training Manuals &amp; Presentations</li> <li>• DEE&amp;SDF and/or Quarterly Staff meetings' minutes &amp; Annual Schedules</li> <li>• Signed Quarterly Progress reports</li> </ul> <p><b>EE Office Level</b></p> <ul style="list-style-type: none"> <li>• Training Manuals &amp; Presentations</li> <li>• Annual EE Report (EEA2 &amp; EEA4)</li> <li>• City Group Quarterly Progress reports by EE Unit tabled at EMT</li> <li>• Close out report</li> </ul>

<sup>22</sup> Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.



<sup>23</sup> Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.

<sup>24</sup> 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)

<sup>25</sup> Training done in line with the employee's upward mobility requirements.

<sup>26</sup> Plan and celebrate annual transformation events e.g., Women's Day, 16<sup>th</sup> Days of Activism against Women and Children Abuse, National Disability Day etc.

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No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
<b>CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)</b>						
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	1 = 0% - 19% <sup>27</sup> 2 = 20% - 45% <sup>28</sup> 3 = 46% - 79% <sup>29</sup> 4 = 80% - 99% <sup>30</sup> 5 = 100% <sup>31</sup>	<ul style="list-style-type: none"> <li>• Training Manuals &amp; Presentations</li> <li>• Signed Quarterly Progress reports</li> <li>• Recruitment reports</li> <li>• SAP Reports</li> <li>• Memorandum of Understanding (MOU) or Partnership Agreements</li> </ul>
<b>Customer Orientation and Customer Focus (Compulsory)</b>						
7	Customer satisfaction levels	7.1	Percentage increase in satisfaction levels <sup>32</sup>	59% 2019/20 polling results	1 = decrease. 2 = no change or <1% increase. 3 = 1% increase. 4 = 2% increase. 5 = > 2% increase.	Polling results
<b>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.</b>						
Sinaye Nxumalo Group Head: GRAS		Signature: 		City Manager	Signature: 	Date: 4 July 2022

<sup>27</sup> Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.

<sup>28</sup> Awareness creation on Disability to all employees within the department.

<sup>29</sup> 0 – 1% of total staff compliment as an improvement to the minimum 2% Disability target

<sup>30</sup> >1% of total staff compliment as an improvement to the minimum 2% Disability target

<sup>31</sup> Partnership with external organisation to recruit disability learners or to improve on workplace accessibility

<sup>32</sup> 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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