



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

Andile Gobinca

("the Acting Secretary to Council")

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 Secretary to Council 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 Secretary to Council 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 Secretary to Council;
 - 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

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- 2.1.7 give effect to the City's commitment to a performance-orientated relationship with the Acting Secretary to Council 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 Secretary to Council, 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 Secretary to Council; and

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- 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 Secretary to Council 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 must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Acting Secretary to Council'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 Secretary to Council will be required to engage in performing their job.
- 5.2 The Acting Secretary to Council agrees to participate in the performance management system that the City adopts or introduces.
- 5.3 The Acting Secretary to Council accepts that the purpose of the performance management policy and system is to provide a comprehensive system with

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specific performance standards to assist the City, City Manager and Acting Secretary to Council to perform to the standards required.

- 5.4 The Acting Secretary to Council 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 Secretary to Council'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

- 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 Secretary to Council, 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 Acting Secretary to Council.
- 6.2 The performance of the Acting Secretary to Council 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 Secretary to Council must avail himself/herself for scheduled performance reviews. Failure to do so, may result in the City Manager concluding

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on the Acting Secretary to Council'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 Secretary to Council 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 Secretary to Council'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 Acting Secretary to Council 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 Secretary to Council 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

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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 Secretary to Council 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 Secretary to Council delegate such powers reasonably required by the Acting Secretary to Council 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 Secretary to Council such resources as the Acting Secretary to Council 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 Secretary to Council timeously in respect of decisions which will have a significant impact on the performance of the duties of the Acting Secretary to Council.

9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Acting Secretary to Council's performance will form the basis for rewarding performance or correcting unacceptable performance.
- 9.2 Non-financial performance rewards may be awarded or a performance bonus not exceeding 14% may be paid to the Acting Secretary to Council in recognition of

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outstanding performance, in accordance with the City's policy and system referred to in this agreement, whichever is applicable as per the contract of employment.

9.3 An increase may be awarded to the Acting Secretary to Council in accordance with the City's policy and system referred to in this agreement, where applicable.

9.4 Should the Acting Secretary to Council be entitled to non-financial performance rewards or bonus referred to in paragraph 9.2, this will be implemented after the tabling of the annual report.

9.4.1 However, should the Acting Secretary to Council not be entitled to a performance bonus in line with the Acting Secretary to Council 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 Secretary to Council to improve their performance.

9.6 Where the City Manager is, at any time during the Acting Secretary to Council's employment, not satisfied with the Acting Secretary to Council's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Acting Secretary to Council to attend a meeting with the City Manager.

9.7 The Acting Secretary to Council will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Acting Secretary to Council'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 Secretary to Council under this Agreement, the parties will confer with a view to resolving the dispute or difference.

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10. DISPUTES

- 10.1 Any dispute arising out of this Agreement, shall be submitted to and determined by arbitration in accordance with the arbitration rules of an accredited private dispute resolution agency, as amended. The arbitrator shall be mutually agreed upon and shall be selected from a list of arbitrators supplied by an accredited private dispute resolution agency.
- 10.2 The parties shall, prior to the arbitration date, be required to meet with the arbitrator in order to determine the appropriate terms of reference for the arbitrator, and their powers, and to submit an agreement in writing to the arbitrator.
- 10.3 Should the parties fail to agree on the identity of the arbitrator within a period of 14 days after the date of the submission of the dispute to the City Manager, either of the parties shall be entitled to request a private dispute resolution agency, to appoint the arbitrator. The accredited private dispute resolution agency, in making the appointment, shall have regard to the nature of the dispute, and shall have regard to the parties' requirement of speedy arbitration in the selection of arbitrators. If the appointment is to be made in this manner, preference shall be given to the attorneys or advocates on the Panel of arbitrators of the accredited private dispute resolution agency.
- 10.4 The arbitrator shall be entitled further to determine the procedure to be followed in the arbitration, but to ensure that each party has the right to be heard, lead appropriate witnesses, submit documentation, and to argue in respect of the appropriate outcome and remedy. The arbitrator shall, in determining the procedures to be followed, be guided by the parties intention to have the dispute finally adjudicated upon within as short as possible a period from the date of the dismissal, or of the dispute, arising.
- 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

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Secretary to Council 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 Secretary to Council in terms of their contract or employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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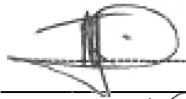
SIGNED at Braamfontein on this the 4th day of July 2022.

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

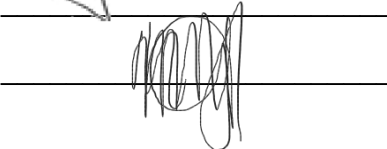


City Manager

Witness:



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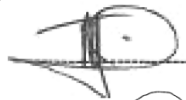


SIGNED at Braamfontein on this the 4th day of July 2022.



Andile Gobinca
Acting Secretary to Council

Witness:



Witness:



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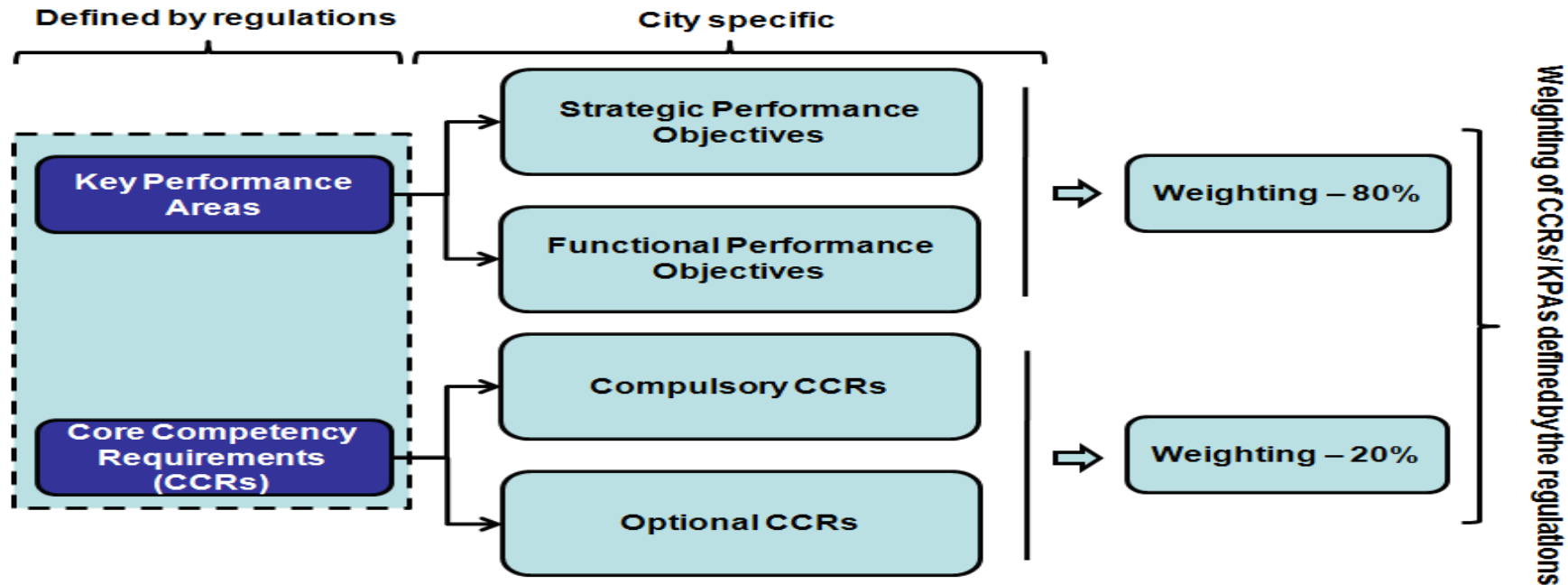


Annexure A

PERFORMANCE SCORECARD	
Employee	Andile Gobinca: Acting Secretary to Council
Manager	City Manager
Department	CoJ: Legislature
Position purpose	To direct and lead the Office of the Speaker, by developing, implementing, coordinating, facilitating and promoting best practice strategies, structures, mechanisms, policies, procedures, practices, programmes/ interventions and culture, in order to strengthen the Legislative Arm, of the City of Johannesburg, through the research, development and implementation of the best practice systems and processes of oversight and scrutiny; public participation; and by-law making. Primary focus areas are Oversight; Public participation; and By-law making.
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). 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

LEGISLATURE SCORECARD

STRATEGIC PERFORMANCE OBJECTIVES (SPO)

(TOTAL WEIGHTING = 50%)

KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
1.	Legislative oversight and accountability role over the Executive.	1.1	% Compliance with Sec 18 (2) of the Municipal Structures Act (Council must meet at least once per quarter)	100%	1= 50% 2= 80% 3= 100% 4= 100% ¹ 5=100% ²	1. Council meeting minutes 2. Approved Council annual planner
		1.2	Number of oversight visits conducted by Section 79 Committees	27	1= <10 2= 20 3= 27 4= 35 5= 40	1. Committee oversight visit reports 2. Quarterly performance report.
		1.3	Number of Sec79 Committees Quarterly Oversight Reports produced on the Departments and MOEs quarterly performance reports and submitted to Council.	52	1= <30 2= 40 3= 52 4= 52 ³ 5= 52 ⁴	1. Sec79 Committee Quarterly Oversight Reports. 2. Council minutes

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¹ 10 Council meeting held in 2021/22 financial year

² More than 10 Council meeting held in 2021/22 financial year

³ All Sec79 Committee quarterly reports approved by respective Committee and Council

⁴ Recommendation (Council resolutions) emanating from Sec79 Committee oversight reports implemented by the Executive (resolution tracking)

**LEGISLATURE SCORECARD
STRATEGIC PERFORMANCE OBJECTIVES (SPO)**

(TOTAL WEIGHTING = 50%)

KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		1.4	Number of oversight report produced on the annual report and submitted to Council	1	1= 1 2= 1 3= 1 ⁵ 4= 1 ⁶ 5=1 ⁷	1. MPAC process plan for the consideration of the Annual Report 2. MPAC's oversight report on the City's Annual Report. 3. Minutes of MPAC and Council.
2.	Public participation in the City of Johannesburg governance.	2.1	Number of IDP and Budget Regional Summits provided with logistical support.	8	1= 3 2= 5 3= 8 4=8 Regional Summits and 2 Sector based sessions. 5=8 Regional Summits and 5 Sector based sessions	1. Council approved IDP and Budget process plan 2. Report on the Regional IDP/CPB Public meetings held
		2.2	Percentage improvement in the level of participation by the citizens of the City	2%	1<= 1% improvement 2= 2-3% improvement 3=4% improvement 4= 5% 5=6%	1. Report on the citizen participation (Community Based Planning; IDP Outreach; By-laws Engagements; Civic Education Sessions; Online publications; Joburg Website notices; Social Media; and IGR Outreach)
		2.3	Percentage of ⁸ functional ward committee	New indicator	1= <10 % ward committee functional 2= 50% ward committee functional 3= 100% ward committee functional. 4= 100% ward committee	1. Report on the functionality of ward committees. 2. Minutes of ward committee meetings

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⁵ MPAC oversight report on the City's 2020/21 Annual Report approved by Council before June

⁶ Tabling of the MPAC oversight report on the City's 2020/21 Annual Report to Council with all Sec79 Committees annexures

⁷ Referral of MPAC resolutions to the Executive.

⁸ Functional ward committee mean a ward committee with 6 or more members and hold meetings often.

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**LEGISLATURE SCORECARD
STRATEGIC PERFORMANCE OBJECTIVES (SPO)**

(TOTAL WEIGHTING = 50%)

KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					Functional, and each ward committee held meeting once per quarter. 5=100% ward committee Functional, and each ward committee held meeting every month.	
		2.4	Number of legislature outreach events attended by the Legislature political leadership	40	1= <20 2= 30 3= 40 4= 50 5= 60	1. Outreach events reports 2. Quarterly performance report
3.	Councillor Compliance	3.1.	Percentage monitoring of enforcement of the Councillors' code of conduct	77%	1= 40% of monitoring of compliance. 2= 60% of monitoring of compliance. 3= 100% ⁹ monitoring of compliance 4= 100% ¹⁰ monitoring of compliance 5= 100% ¹¹ monitoring of compliance	1. Reports on Cllrs in arrears ¹² 2. Reports on Cllr breach of the Code of conduct (investigation) tabled at Ethics Committee. 3. Minutes of the Ethics Committee meetings. 4. Register of Declaration of Cllr Financial Interests 5. The speaker report on the outcome of the investigation to the MEC for local government

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⁹ 100% compliance with Cllrs code of conduct in terms of Section 12A of the Municipal Systems Act .

¹⁰ All reports related to Cllr code of conduct tabled at Ethics Committee.

¹¹ All reports related to Cllr code of conduct tabled to Council. And Council approve the register of Councillors financial interests, and publication of the register of Councillors financial interests.

¹² In terms of Section 12A of the Municipal Systems Act, A Councillor may not be in arrears for rates and service charges for more than 90 days. Councillors who are in arrears to the City contravene the Code of Conduct

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**LEGISLATURE SCORECARD
STRATEGIC PERFORMANCE OBJECTIVES (SPO)**

(TOTAL WEIGHTING = 50%)

KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
4	Accountability and Governance	4.1	% Implementation of the ombudsman's adjudicated recommendations ¹³	100%	1 = less than 50% implemented within 90 days or more days 2 = 50% - 84% implemented within 90 days or more days 3 = 85% - 100% implemented within 90 days 4 = 100% implemented within 60 days 5 = 100% implemented within 30 days or less days	<ul style="list-style-type: none"> Quarterly dashboard of the Ombudsman's recommended cases implemented signed-off by the Ombudsman
		4.2	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	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 4 = 100% implemented within 60 days 5 = 100% implemented within 30 days or less days	<ul style="list-style-type: none"> GFIS Dashboard of concluded investigations Copy of concluded investigation report Acknowledgment of receipt by clients Implementation plan by clients. Implementation/status report signed off by HOD/CEO.

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¹³ Department/Entity/ Employee must provide the Office of the Ombudsman with a written confirmation within 14 days of receiving the recommended corrective action stating if the recommended corrective action will be implemented or not. In the event that the recommendation will not be implemented a compressive report must be written to the Ombudsman stating why the recommended corrective action will not be implemented. The recommendations may include but not limited to negotiations, conciliation or mediation, apology, action that may result in disciplinary measures and any other justified way to obtain a settlement. Any person who fails to comply with any lawful instruction issued by the Office of the Ombudsman shall be found guilty of an offence and liable for a fine or imprisonment. Should there be no recommendations to implement, the KPI will not be scored at evaluation time.

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**LEGISLATURE SCORECARD
STRATEGIC PERFORMANCE OBJECTIVES (SPO)**

(TOTAL WEIGHTING = 50%)

KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
						Quarterly monitoring report signed off by signed-off by the Head of GFIS
		4.3	Turnaround times to respond to oversight & advisory committees' requests GPAC MPAC GAC 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"> Departmental quarterly tracking reports signed by HoD; POCM analysis dashboard tabled at EMT
5	A well-run City	5.1	Audit opinion ¹⁴	Unqualified Audit opinion	1= Adverse Audit report ¹⁵ 2= Qualified Audit Report ¹⁶ 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
		5.2	% Resolution of internal audit		1 < 85% resolution	<ul style="list-style-type: none"> GAC Internal Audit Report on

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¹⁴ The opinion may be that given for the department/entity where applicable.

¹⁵ This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

¹⁶ This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

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**LEGISLATURE SCORECARD
STRATEGIC PERFORMANCE OBJECTIVES (SPO)**

(TOTAL WEIGHTING = 50%)

KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			findings ¹⁷		2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% -97% resolution 5 =98% - 100% resolution (including no findings)	Findings • Minutes
		5.3	% Resolution of external (AGSA) audit findings ¹⁸		1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% -97% resolution 5 =98% - 100% resolution (including no findings)	• GAC Internal Audit Report on Findings • Minutes
		5.4	% Compliance with response timelines for the submission of the Annual Performance Report ¹⁹	100% compliance	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

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¹⁷ These are findings by internal audit only that are picked up on an ongoing basis.

¹⁸ This is for only findings classified as matters affecting audit opinion and others important matters

¹⁹ 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
SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO) (TOTAL WEIGHTING = 30%)						
1	Procurement and Contract Management	1.1	Percentage management of contracted supplier contract within the department ²⁰	90% management of all contracts without incurring and deviations	1 = < 70% (contract expired without starting new procurement process) 2 = 80% (Contract expired while procuring) 3 = 100% management of all contracts without incurring and deviations. 4 = 130% (New contract secured/ appointed (not through deviation or regulation 32 or 36) within a month of expiry of old contract) 5 = 150% (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 OGCFO
		1.2	% Compliance to acquisition of goods and services as per the approved demand plan	90% compliance with the acquisition plan	1 = 80% (Acquisition plan) 2 = 90% (Procurement delayed) 3 = 100% compliance 4 = 130% (Target met ahead of delivery date (1 month)) 5 = 150% (Target met ahead of delivery date (2 months))	<ul style="list-style-type: none"> Approved Acquisition plan Departmental Quarterly Acquisition Status Reports SCM Assessment reports
2	UIFW Strategy	2.1	Percentage reduction in		1= 0% reduction	<ul style="list-style-type: none"> UIFW report tabled at GAC and

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²⁰ 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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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
	Implementation		historical Unauthorised expenditure reported 30 June 2022		2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	GPAC
		2.2	Percentage reduction in current and/or new Unauthorised expenditure		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 2022		1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.4	Percentage reduction in current and/or new Irregular expenditure		1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.5	Percentage reduction in historical Fruitless and Wasteful expenditure reported 30 June 2022		1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.	
		2.6	Percentage reduction in current and/or new Fruitless and Wasteful expenditure		1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100%	

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					5 = 0% incurrence of fruitless and wasteful expenditure.	
3	Risk Management	3.1	% of risks action plan for departmental top strategic risks implemented towards the reduction of departmental risks	51% - 69%	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	<ul style="list-style-type: none"> GRGC Risk analysis reports and Minutes
4	Departmental performance monitoring and reporting	4.1	% Attainment of performance targets on departmental SDBIP/BP	70%	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
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	<ul style="list-style-type: none"> Quarterly mSCOA compliance reports
		5.2	% Compliance with mSCOA unbundling process by the	<40% compliance	1<65% Compliance with mSCOA data quality for NT	<ul style="list-style-type: none"> Quarterly mSCOA compliance reports

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			department		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	
SECTION 3: CORE COMPETENCY REQUIREMENTS (TOTAL WEIGHTING = 20%)						
Financial Competence (Compulsory)						
1	Expenditure Management	1.1	% Spent of allocated departmental Opex budget	88%	1 < 92% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent 4 = 98% - 99% Opex spent 5 = 100% Opex spent	<ul style="list-style-type: none"> SAP Report Midyear and Annual financial expenditure report by Group Finance
		1.2	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment ²¹	95.73%	1 < 95% of valid invoices paid within 30 days 2 = 96% of valid invoices paid within 30 days 3 = 100% of valid invoices paid within 30 days of invoice date	Midyear and Q4 Finance Reports on UIFWs.

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²¹ 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.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					4 = 100% of valid invoices paid within 25 days 5 = 100% of valid invoices paid within 20 days	
People Management and Empowerment (Compulsory)						
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees ²²		1 = Establishment of a Departmental Training Committee 2 = Development and sign off a Departmental Workplace Skills Plan 3 = 100% Implementation of a Departmental Workplace Skills Plan ²³ 4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees ²⁴ 5 = 80% implementation of all competency gaps identified in the skills audits for level 5 – 6 employees	<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.
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ ²⁵ in the department	22.50%	1 = <65% 2 = 65% - 84% 3 = 85% - 100% 4 = 100% compliance and +40% of employees achieved 90% of their set scorecards targets	<ul style="list-style-type: none"> • Assessment report by GCSS

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²² 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.

²³ General training to improve skills including Individual Learning Plans trainings.

²⁴ 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.

²⁵ This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					5 = 100% compliance and +60% of employees achieved 90% of their set scorecards targets	
		3.2	Percentage of disciplinary cases resolved within 120 days ²⁶		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 promote health and safety in the department ²⁷	100%	1 = 40% compliance to SHE audits and ≥ 1 Disabling injuries 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	Quarterly assessment reports by SHELA & FCM tabled at EMT

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²⁶ 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.

²⁷ This relates to prevention of workplace incident classified as disabling injuries and fatalities by Group SHE. The department to provide the following documents to Group SHE to determine the compliance level of the department

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

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
Change Management (optional)						
5	Human Capital Management and Empowerment	5.1	% Compliance with the implementation of EE in departments	60%	1 < 40% ²⁸ 2 = 40% - 59% ²⁹ 3 = 60% - 79% ³⁰ 4 = 80% - 99% ³¹ 5 = 100% ³²	<p><u>Departmental Level</u></p> <ul style="list-style-type: none"> • Approved Departmental Action Plan; • Manco/SMT Minutes • Training Manuals & Presentations • DEE&SDF and/or Quarterly Staff meetings' minutes & Annual Schedules • Signed Quarterly Progress reports <p><u>EE Office Level</u></p> <ul style="list-style-type: none"> • Training Manuals & Presentations • Annual EE Report (EEA2 & EEA4) • City Group Quarterly Progress reports by EE Unit tabled at EMT • Close out report
6	Disability Mainstreaming	6.1	% Attraction of suitably qualified People with Disabilities (PWDs)	New	1 = 0% - 19% ³³ 2 = 20% - 45% ³⁴ 3 = 46% - 79% ³⁵	<ul style="list-style-type: none"> • Training Manuals & Presentations

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²⁸ Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.

²⁹ Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.

³⁰ 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)

³¹ Training done in line with the employee's upward mobility requirements.



³² Plan and celebrate annual transformation events e.g., Women's Day, 16th Days of Activism against Women and Children Abuse, National Disability Day etc.

³³ Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.

³⁴ Awareness creation on Disability to all employees within the department.

³⁵ 0 – 1% of total staff compliment as an improvement to the minimum 2% Disability target

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification	
			within departments (including measures to enhance universal access and reasonable accommodation)		4 = 80% - 99% ³⁶ 5 = 100% ³⁷	<ul style="list-style-type: none"> Signed Quarterly Progress reports Recruitment reports SAP Reports Memorandum of Understanding (MOU) or Partnership Agreements 	
Customer Orientation and Customer Focus (Compulsory)							
7	Customer satisfaction	7.1	Percentage increase in customer satisfaction levels ³⁸	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.							
Andile Gobinca Acting Secretary to Council		Signature: 		Christiaan Ehlers City Manager		Signature: 	Date: 4 July 2022

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³⁶ >1% of total staff compliment as an improvement to the minimum 2% Disability target

³⁷ Partnership with external organisation to recruit disability learners or to improve on workplace accessibility

³⁸ 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.