

PERFORMANCE AGREEMENT

Made and entered into by and between

THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY

("the City")

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

and

Sinaye Nxumalo

("the acting Group Head")

for the financial year: 1 July 2023 to 30 June 2024

A handwritten signature in black ink, followed by the letter 'B' written in a large, bold font.

1. INTRODUCTION

- 1.1 The City has entered into a contract of employment with the Commissioner 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 Commissioner 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 Commissioner;
 - 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 Commissioner 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 Commissioner, 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 will terminate on the termination of the City Manager's contract of employment regardless of the reason for such termination.
- 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 Commissioner; 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 Commissioner and are based on the Growth and Development Strategy, 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 Commissioner'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 Commissioner will be required to engage in performing their job.
- 5.2 The Commissioner agrees to participate in the performance management system that the City adopts or introduces.
- 5.3 The Commissioner 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 Commissioner to perform to the standards required.
- 5.4 The Commissioner 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 Commissioner'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 Commissioner, 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 Commissioner.
- 6.2 The performance of the Commissioner 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 Commissioner Head must avail themselves for scheduled performance reviews. Failure to do so, may result in the City Manager concluding on the Commissioner'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 Commissioner 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 Commissioner's performance by the City Manager and Group Performance Audit Committee, as well as the Performance Evaluation Panel and may include recommendations for corrective steps to be taken to improve performance.
- 6.7 The City will be entitled to review and make reasonable changes to the provisions of the performance plan (scorecard) from time to time for operational reasons. The Commissioner 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 Commissioner 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 Commissioner 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 Commissioner delegate such powers reasonably required by the Commissioner to enable them to meet the performance objectives and targets established in terms of the agreement; and



- 7.5 Make available to the Commissioner such resources as the Commissioner may reasonably require from time to time to assist them to meet the performance objectives and targets established in terms of the agreement.

8. CONSULTATION

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

9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Commissioner'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 Commissioner 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 Commissioner in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the Commissioner 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 Commissioner not be entitled to a performance bonus in line with the Commissioner's employment contract, alternative performance rewards will be awarded as per the relevant policy.
- 9.5 In the case of unacceptable performance, the City Manager shall provide systematic remedial or developmental support to assist the Commissioner to improve their performance.
- 9.6 Where the City Manager is, at any time during the Acting Executive Head's employment, not satisfied with the Commissioner's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Commissioner to attend a meeting with the City Manager.
- 9.7 The Commissioner will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Commissioner'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 Commissioner under this Agreement, the parties will confer with a view to resolving the dispute or difference.

10. **DISPUTES**

10.1 Any dispute arising out of this Agreement, shall be submitted to and determined by arbitration in accordance with the arbitration rules of an accredited private dispute resolution agency, as amended. The arbitrator shall be mutually agreed upon, and shall be selected from a list of arbitrators supplied by an accredited private dispute resolution agency.

10.2 The parties shall, prior to the arbitration date, be required to meet with the arbitrator in order to determine the appropriate terms of reference for the arbitrator, and their powers, and to submit an agreement in writing to the arbitrator.

10.3 Should the parties fail to agree on the identity of the arbitrator within a period of 14 days after the date of the submission of the dispute to the City Manager, either of the parties shall be entitled to request a private dispute resolution agency, to appoint the arbitrator. The accredited private dispute resolution agency, in making the appointment, shall have regard to the nature of the dispute, and shall have regard to the parties' requirement of speedy arbitration in the selection of arbitrators. If the appointment is to be made in this manner, preference shall be given to the attorneys or advocates on the Panel of arbitrators of the accredited private dispute resolution agency.

10.4 The arbitrator shall be entitled further to determine the procedure to be followed in the arbitration, but to ensure that each party has the right to be heard, lead appropriate witnesses, submit documentation, and to argue in respect of the appropriate outcome and remedy. The arbitrator shall, in determining the procedures to be followed, be guided by the parties intention to have the dispute finally adjudicated upon within as short as possible a period from the date of the dismissal, or of the dispute, arising.

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


SIGNED at Braamfontein on this the 19th day of July 2023.

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

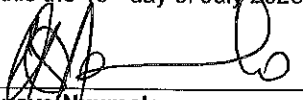


Floyd Brink
City Manager

Witness: 

Witness: 

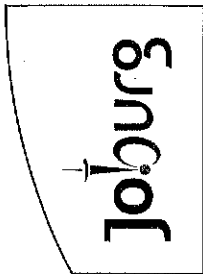
SIGNED at Braamfontein on this the 19th day of July 2023.



Sinaye Nxumalo
Acting Group Head

Witness: 

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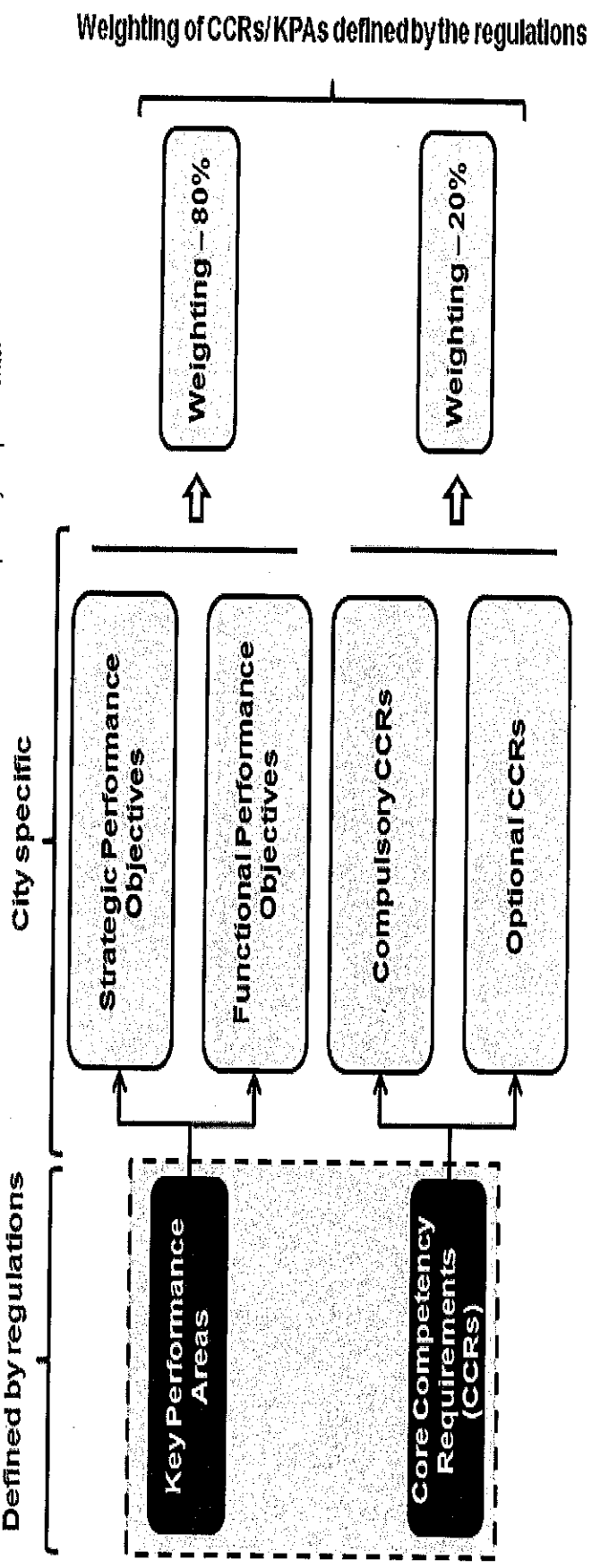


PERFORMANCE SCORECARD – SECTION 57 EMPLOYEES	
Employee	Sinaye Nxumalo Acting Group Head
Manager	Floyd Brink City Manager
Department	Group Forensic and Investigation Services (GFIS)
Position purpose	To prevent, detect, investigate and resolve all reported crimes committed against CoJ related to fraud and corruption, theft of City's assets, Maladministration including Unauthorised Irregular, fruitless and Wasteful (UIFW), Theft of City's Assets, Hijacked properties, Compliance with property Bylaw, Cybercrime, Cybercrime, illegal connections, vandalism and Breach of security.

The period of this Performance Plan is from 1 July 2023 to 30 June 2024

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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)

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
STRATEGIC PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 50%)						
1.	Investigated allegations of crimes committed against CoJ	1.1	% Implementation of approved fraud prevention plan	New	1 = < 50% implementation 2 = 50% implementation 3 = 80% implementation 4 = 85% 5 = above 85%	1. Quarterly performance reports 2. Minutes/ Resolution of Group Audit Committee
1.2		% of fraud and corruption ¹ investigations finalized ² within the approved turnaround times.	51.3%	1 = 50% 2 = 50% 3 = 70% 4 = 75% 5 = above 75%	A Dashboard of fraud and corruption investigations with the status (received, investigated, carried overs and concluded)	
1.3		% of theft of City's assets investigations finalised within the approved turnaround times	66%	1 = 50% 2 = 60% 3 = 70% 4 = 75% 5 = above 75%	A Dashboard of Theft of City's Assets investigations with the status (received, investigated, carried overs and concluded)	
1.4		% of maladministration (including UJFW) investigations finalised within the approved turnaround times	43.35%	1 = 50% 2 = 60% 3 = 70% 4 = 75% 5 = above 75%	A Dashboard of maladministration (including UJFW) investigations with the status (received, investigated, carried overs and concluded)	

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¹ In order to measure the outcome of activities and outputs by GFIS, it is envisaged that an evaluation study will be undertaken.
² Concluded means all investigations initiated, executed and final report issued to all clients within 100 days as per standard operating procedure.



KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		1.5	% of hijacked /problem properties investigations finalise within the approved turnaround times	54%	1 = 50% 2 = 60% 3 = 70% 4 = 75% 5 = above 75%	A Dashboard of hijacked/problem properties) investigations with the status (received, investigated, carried overs and concluded)
		1.6	% of security breaches investigations finalised within the approved turnaround times	New	1 = 50% 2 = 60% 3 = 70% 4 = 75% 5 = above 75%	A Dashboard of security breaches investigations with the status (received, investigated, carried overs and concluded)
		1.7	% of cybercrime investigations finalised within the approved turnaround times	89%	1 = 50% 2 = 60% 3 = 70% 4 = 75% 5 = above 75%	A Dashboard of cybercrime investigations with the status (received, investigated, carried overs and concluded)
		1.8	% reduction of investigation backlog ³	New	1 = 50% 2 = 60% 3 = 90% 4 = 91% 5 = above 91%	Dashboard of investigations backlog with the status
2.	Prevent crimes committed against the CoJ	2.1	Number of joint operations conducted	160	1 = 60 2 = 90 3 = 120 4 = 125 5 = above 125	Dashboard of joint operations conducted with date, type of operation, venue, outcome, police station, participants

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³ Investigation backlog refers to cases exceeding 100 days.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		2.2	Number of illicit transactions ⁴ detected.	2 977	1 = 250 2 = 300 3 = 350 4 = 375 5 = above 375	Dashboard of illicit transaction with the status.
3.	Accountability and Good Governance	3.1	Number of awareness sessions conducted	157	1 = 60 2 = 90 3 = 120 4 = 125 5 = above 125	List of awareness sessions conducted
4.	Improved compliance with MISS Programme	4.1	Number of CoJ employees prioritised ⁵ for vetting	New	1 = 60 2 = 90 3 = 120 4 = 125 5 = above 125	Attendance register/ Dashboard of Z204 forms coordinated for vetting.
5.	Monitor implementation of finalised forensic report	5.1	% of finalised investigations with disciplinary action monitored	100%	1 = 80% monitored 2 = 90% monitored 3 = 100% monitored 4 = 100% monitored plus 10% of remedial action cases resolved within 90 days 5 = 100% monitored plus 20% of remedial action cases within 90 days	Dashboard of disciplinary cases monitored
		5.2	Number of finalised investigations with recoveries monitored ⁶	100%	1 = 85% monitored 2 = 90% monitored 3 = 100% monitored	Dashboard of cases monitored for recovery.

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⁴ Illicit transaction includes both financial and non-financial. Financial relates to revenue losses and non-financial relates to CoJ Assets losses etc.

⁵ Employees prioritised for vetting refers to senior employees within strategic positions, supply chain management, ICT technicians etc. Vetting of prioritised employees is also informed by threats and risks within the city.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
6	Monitor criminal prosecution and sanction	6.1	% of criminal cases ⁷ monitored for prosecution	100%	4 = R200k recoveries made within 90 days 5 = above R200k recoveries added within 90 days	Dashboard of criminal cases at SAPS and their status including progress by NPA (where applicable)
7.	Accountability and Good Governance	7.1	% Implementation of the ombudsman's recommendations ⁸	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	Quarterly dashboard of the Ombudsman's recommended cases implemented signed-off by the Ombudsman

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⁶ Recoveries include civil and any other related recoveries. GFIS to ensure that GLCS is included in distribution list in cases where there is recommendation for recoveries.

⁷ Criminal cases include cases reported at SAPS for further investigation, placement in the Court roll, sanctioned and prosecuted by court (NPA).

⁸ 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.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		7.2	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	36% departments	<ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 1. GFIS Dashboard of concluded investigations 2. Copy of concluded investigation report 3. Acknowledgment of receipt by clients 4. Implementation plan by clients. 5. Implementation/status report signed off by HOD/CEO. 6. Quarterly monitoring report signed off by signed-off by the Head of GFIS
		7.3	Turnaround times to respond to oversight & advisory committees' requests GPAC MPAC GAC S79 Committees	100%	<ol style="list-style-type: none"> 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"> • Tracking sheet of all requests received indicating status of responses signed by secretariat/chairperson. • POCM analysis dashboard
8.	Good Governance	8.1	Audit opinion ⁹	Unqualified Audit Report	<ol style="list-style-type: none"> 1 = Adverse Audit report¹⁰ 2 = Qualified Audit Report¹¹ 3 = Unqualified report with audit findings classified as other matters and administrative matters 5 = Unqualified audit report with no findings (clean audit) 	AG Management Letter
		8.2	% Resolution of internal audit findings ¹²	100%	<ol style="list-style-type: none"> 1 = < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 	<ol style="list-style-type: none"> 1. GAC Internal Audit Report on Findings 2. Minutes

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⁹ The opinion may be that given for the department/entity 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 These are findings by internal audit only that are picked up on an ongoing basis.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					4 = 96% -97% resolution 5 =98% - 100% resolution (including no findings)	
		8.3	% Resolution of external (AGSA) audit findings ¹³	No findings	1 = < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% -97% resolution 5 =98% - 100% resolution (including no findings)	1. GAC Internal Audit Report on Findings 2. Minutes
		8.4	% Compliance with response timelines for the submission of the Annual Performance Report ¹⁴	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 UH
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 ¹⁵	100%	1 = contract expired without starting new procurement process 2 = Contract expired while procuring 3 = 90% management of all contracts without incurring any deviations 4 = 95% management of all contracts without incurring any deviations 5 = 100% management of all contracts without incurring and deviations ¹⁶ .	Status of the Contracts Register Sign-off by the OGCFO

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¹³ This is for only findings classified as matters affecting audit opinion and others important matters.

¹⁴ Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report

¹⁵ 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.

¹⁶ New contract secured/ appointed (not through deviation or regulation 32 or 36) within a month or two of expiry of old contract.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2.	UJFW Implementation Strategy	1.2	% Compliance to acquisition of goods and services as per the approved demand plan	93.25%	1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance by 30 June 2024 4 = Target met ahead of delivery date (1 month) 5 = Target met ahead of delivery date (2 months)	1. Approved Acquisition plan 2. Departmental Quarterly Acquisition Status Reports 3. SCM Assessment reports
		2.1	Percentage reduction in historical Unauthorised expenditure reported 30 June 2023	100%	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	UJFW report tabled at GAC and GPAC
		2.2	Percentage reduction in current and/or new Unauthorised expenditure	100%	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	
		2.3	Percentage reduction in historical Irregular expenditure reported 30 June 2023	<80%	1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above	
		2.4	Percentage reduction in current and/or new Irregular expenditure	<80%	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	
2.5	Percentage reduction in historical Fruitless and Wasteful expenditure reported 30 June 2023	100%	1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above			

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		2.6	Percentage reduction in current and/or new Fruitless and Wasteful expenditure	100%	1=<80% 2=81-99% 3=85-95% 4=96-99% 5=100%	
3.	Risk Management	3.1	% of risks mitigation strategies action plan for departmental top strategic risks implemented towards the reduction of departmental risks	83%	1 < 50% implemented 2 = 51% - 84% implemented 3 = 85% implemented 4 = 95% of departmental top strategic risks implemented 5 = 100% of departmental top strategic risks implemented	GRGC Risk analysis reports and Minutes
4.	Departmental performance monitoring and reporting	4.1	% Of departmental SDBIP escalated matters resolved	New indicator	1 < 75% resolved 2 = 75% - 84% resolved 3 = 85% - 89% resolved 4 = 90% - 99% resolved 5 =100% resolved	<ul style="list-style-type: none"> Mitigation plans reflecting the status of resolution signed by the HoD approved by the CM
5	Policies	5.1	% Management ¹⁷ of policies in the department	New indicator	1 < 85% (some policies expired/not implemented) 2 = 85% (some policies reviewed after 1 month of expiry) 3 = 100% (all policies implemented/valid/merged/reviewed within 1 month before expiry) 4 = 130% (all policies implemented/valid/merged/reviewed within 15 days before expiry) 5 = 150% (all policies implemented/valid/merged)	<ul style="list-style-type: none"> Database of all policies and their status Progress reports
6	mSCOA reporting	6.1	% Compliance with mSCOA reporting timelines	15% compliance	1<80% Compliance with mSCOA data quality for NT strings submission 2= 80% Compliance with mSCOA data	Quarterly mSCOA compliance reports

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¹⁷ Management entails implementation, timeous reviews and merging and / or discarding redundant policies where applicable.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					quality for NT strings submission 3= 85% Compliance with mSCOA data quality for NT strings submission 4= 90% Compliance with mSCOA data quality for NT strings submission 5= 100% 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	96%	1 < 93% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent 4 = 98% - 99% Opex spent 5 = 100% Opex spent	1. SAP Report 2. 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 ¹⁸	97%	1 = 90% of valid invoices paid within 30 days 2 = 92% of valid invoices paid within 30 days 3 = 95% of valid invoices paid within 30 days of invoice date 4 = 97% of valid invoices paid within 30 days 5 = 100% of valid invoices paid within 30 days	Midyear and Q4 Finance Reports on UIFWs.
People Management and Empowerment (Compulsory)						

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¹⁸ 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.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees ¹⁹	Departmental Workplace Skills Plan	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 ²⁰ 4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees ²¹ 5 = 80% implementation of all competency gaps identified in the skills audits for level 5 – 6 employees	1. Terms of Reference, Minutes, Agendas for the Training Committee; 2. Signed Compliant WSP 3. 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 ²² in the department	53.20%	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	<ul style="list-style-type: none"> Assessment report by GCSS
		3.2	% Establishment of the Departmental Performance Management Moderation Committee	New indicator	1 = < 65% ²³ 2 = 66% - 84% 3 = 85% - 100% 4 = First (or midyear) assessment done 5 = Final assessment done	<ul style="list-style-type: none"> Approved Departmental TOR's Appointment letters Agenda and minutes of meetings

1.1

¹⁹ 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.

²⁰ General training to improve skills including Individual Learning Plans trainings.

²¹ 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.

²² This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.

²³ 1 = Draft TORs in place; 2 = (Approved TORs, 3 = Committee members appointed, and induction meeting held, 4 = First (or midyear) assessment done and 5 = Final assessment done

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		3.3	Percentage of disciplinary cases resolved within 120 days ²⁴	No cases	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 ²⁵	80% SHE Compliance and disabling injuries	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

Change Management (optional)

1.1

²⁴ 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.
²⁵ 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 COVID 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



B

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
5	Human Management Empowerment Capital and	5.1	% Compliance with the implementation of EE in departments	40%	1 = < 40% ²⁶ 2 = 40% - 59% ²⁷ 3 = 60% - 79% ²⁸ 4 = 80% - 99% ²⁹ 5 = 100% ³⁰	1. Approved Departmental Action Plan; 2. Manco/SMT Minutes 3. Training Manuals & Presentations 4. DEE&SDF and/or Quarterly Staff meetings' minutes & Annual Schedules 5. Signed Quarterly Progress reports
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% ³¹ 2 = 20% - 45% ³² 3 = 46% - 79% ³³ 4 = 80% - 99% ³⁴ 5 = 100% ³⁵	1. Training Manuals & Presentations 2. Signed Quarterly Progress reports 3. Recruitment reports 4. SAP Reports 5. Memorandum of Understanding (MOU) or Partnership Agreements
Customer Orientation and Customer Focus (Compulsory)						
7	Customer satisfaction	7.1	Percentage increase in customer satisfaction levels ³⁶	62% QoL 2020/21	1 = decrease. 2 = no change or <1% increase. 3 = 1% increase. 4 = 2% increase. 5 = > 2% increase.	Satisfaction results



1.1

²⁶ Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.
²⁷ Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.
²⁸ 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)

²⁹ Training done in line with the employee's upward mobility requirements.
³⁰ Plan and celebrate annual transformation events e.g., Women's Day, 16th Days of Activism against Women and Children Abuse, National Disability Day etc.
³¹ Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.

³² Awareness creation on Disability to all employees within the department.
³³ 0 - 1% of total staff complement as an improvement to the minimum 2% Disability target
³⁴ >1% of total staff complement as an improvement to the minimum 2% Disability target
³⁵ Partnership with external organisation to recruit disability learners or to improve on workplace accessibility
³⁶ Quality of Life, as a collective participation

B

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<p>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.</p>						
<p>Sinaye Nxumalo Acting Group Head: GFIS</p>		<p>Signature: </p>		<p>Floyd Brink City Manager</p>		<p>Signature:  Date: 19 July 2023</p>