

**PERFORMANCE AGREEMENT**

Made and entered into by and between

**THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY**

("the City")

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

and

**Sinaye Nxumalo**

("the Group Head")

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

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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**

- 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 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 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 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 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:

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.

## **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 them 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 them to meet the performance objectives and targets established in terms of the agreement.



- 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 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 contact or employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED at Braamfontein on this the 19<sup>th</sup> day of July 2023.

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


  
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**Floyd Brink**  
**City Manager**

Witness:   
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Witness:   
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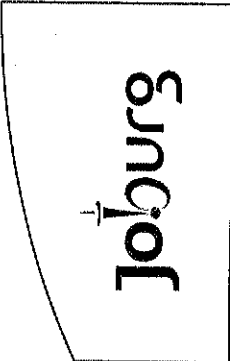
SIGNED at Braamfontein on this the 19<sup>th</sup> day of July 2023.

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

Witness:   
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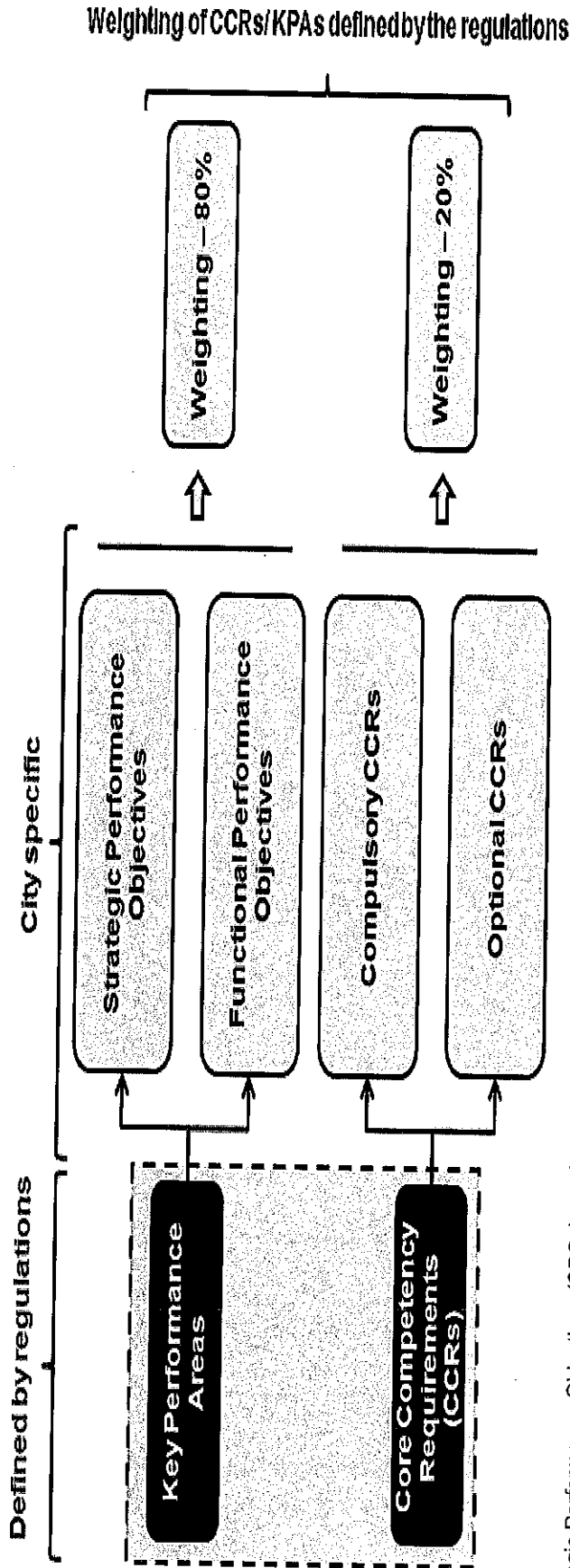
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PERFORMANCE SCORECARD: SECTION 57	
Employee	Group Head: Sinaye Nxumalo
Manager	Floyd Brink
Department	Group Risk and Assurance Services (GRAS)
Position Purpose	To promote a culture of good governance practice and accountability within the City by providing risk assurance and advisory services.
The period of this Performance Plan is from 1 July 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)  
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 Dashboard advisories on Mayoral Priority programmes and Assurance report and Mayoral Priority programmes	4 reports	<p>1 = Group combined assurance dashboard reporting framework</p> <p>2 = 2 Combined assurance dashboard report for the first 2 quarters of the financial year</p> <p>3 = 4 Quarterly Combined and integrated assurance dashboard reports with 100% coverage of Priority Programmes in the integrated assurance report</p> <p>4 = 1 report on the analyses of AGSA combined assurance dashboard outcomes for 2021/22 financial year, risk and regulatory compliance assessments and response plans</p> <p>5 = 1 dashboard/ integrated report on advisories to management for strategic and/or operational interventions based on combined and integrated assurance outcomes</p>	<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> </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	% of special investigations completed within the approved turnaround times <sup>1/</sup>	1	1 = no special investigations identified or referred 2 = 25% -50% special investigation conducted and completed within the approved turnaround times 3 =51%- 70% special investigation conducted and completed within the approved turnaround times 4 = 71%- 75% special investigation conducted and completed within the approved turnaround times 5 = >75% special investigation conducted and completed within the approved turnaround times timeliness	<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> </ul>
		1.3	Number of Quarterly monitoring reports completed on the implementation of UIFW strategy	New	1 = Report on year-year movement of UIFW expenditure per AGSA Audit outcomes (2021/22 vs 2022/23) 2 = GAC and Council UIFW Expenditure Reduction Strategy approval 3 = four (4) quarterly monitoring reports completed on the implementation of UIFW strategy. <sup>1</sup> 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 Monthly / Quarterly monitoring report.</li> <li>UIFW advisory report on the mitigation of UIFW expenditure/ Report on underlying causes for UIFWs</li> </ul>

 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	% UJFW expenditure investigations completed per approved UJFW strategy within defined timelines.	75%	<p>1= 210% of UJFW expenditure investigations declared completed as per approved UJFW strategy within approved turnaround times.</p> <p>2=40% of UJFW expenditure investigations declared completed as per approved UJFW strategy within approved turnaround times.</p> <p>3=75% of UJFW expenditure investigations declared completed as per approved UJFW strategy within approved turnaround times.</p> <p>4=85% of UJFW expenditure investigations declared completed as per approved UJFW strategy within approved turnaround times.</p> <p>5= 100% of UJFW expenditure investigations declared completed as per approved UJFW strategy within approved turnaround times.</p>	UJFW Expenditure investigation reports
		1.5	% of Integrated probity reviews of high value tenders completed within the approved turnaround times.	100%	<p>1 = &lt;50% of planned number of probity reviews conducted and completed within the approved turnaround times.</p> <p>2 = 50% of planned number of probity reviews conducted and completed within the approved turnaround times.</p> <p>3 = 75% of planned number of probity reviews conducted and completed within the approved turnaround times.</p>	<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> </ul>

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

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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
2.	Risk governance and management	2.1	% of Top Citywide Strategic risks and mitigation actions monitored to measure residual risk against acceptable risk tolerance levels.	100% of 17 Citywide strategic risks and mitigation actions monitored.	<p>approved turnaround times.</p> <p>4 = 90% of planned number of probity reviews conducted and completed within the approved turnaround times.</p> <p>5= 100% of planned number of probity reviews conducted and completed within the approved turnaround times.</p> <p>1= 65% of Top Citywide Strategic risks and mitigation actions monitored.</p> <p>2= 85% of Top Citywide Strategic risks and mitigation actions monitored.</p> <p>3= 100% Top Citywide Strategic risks and mitigation actions monitored.</p> <p>4= Risk management advisories for 50% of Top Citywide Strategic risks recommended to bring residual risks to acceptable levels</p> <p>5= Risk management advisories for +50% of Top Citywide Strategic risks recommended to bring residual risks to acceptable levels</p>	<ul style="list-style-type: none"> <li>2023/24 Top Citywide Strategic Risk Register.</li> <li>Q1 to Q4 GRGC reports.</li> </ul>

<sup>3</sup> Risk tolerance level to be defined for associated key risk exposure by the relevant risk owners/ department and entities

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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
		2.2	% of identified Major Projects <sup>4</sup> residual risk profiles monitored and communicated	6 of the city priority projects risks were assessed.	1 = < 85% Major Projects risk profiles monitored and communicated 2 = 85% Major Projects risk profiles monitored and communicated 3 = 100% Major Projects risk profiles monitored and communicated 4 = 100% Major Project risk profiles and the Integrated Risk Response Advisories report on the management of priority projects risks assessed. 5 = Integrated Risk Response Advisories report on the management of priority projects risks assessed and residual risks monitored	Quarter 4 Group Risk Report to the GRGC  Risk Advisory report to EMT

<sup>4</sup> KPI amended from 8 major projects to rather include all identified major projects where key risk exposures may impact on service delivery agenda. GRAS will develop a template of Major Projects for all Depis and MIEs to enable monitoring. GRAS is also using projects register received from the SPMO.

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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
		2.3	City assets and Liabilities adequately covered against damage and losses	Extended annual insurance renewal with Aon.	1= Analysis of covers in terms of premiums versus the exposures 2= Under writers' surveys completed for placement of covers. 3= Insurance renewal for the current financial year 4= 100% Analysis of claims and follow-up on long outstanding claims 5= Group Risk Financing (Insurance) strategy aligned to the CoJ Risk framework updated	<ul style="list-style-type: none"> <li>• Insurance policies for Motor Insurance and non-motor insurance covers</li> <li>• Risk Finance Strategy</li> <li>• GRGC report</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
3.	Compliance culture	3.1	% Implementation of the approved annual regulatory compliance plan	New Indicator	1= 20% implementation of approved annual plan for regulatory compliance advisory and monitoring 2= 30% implementation of approved annual plan for regulatory compliance advisory and monitoring 3= 75% implementation of approved annual plan for regulatory compliance advisory and monitoring 4= 85% implementation of approved annual plan for regulatory compliance advisory and monitoring 5= 90% implementation 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> </ul>
4.	Internal audit assurance	4.1	% Implementation of risk based annual Internal audit coverage 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 coverage plan 3= 85-90% Implementation of risk based annual Internal audit coverage plan 4= 90% Implementation of risk based annual Internal audit coverage plan 5= 96-100% Implementation of risk based annual	<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> </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
					Internal audit coverage plan	
		4.2	Number of audits on Predetermined Objectives (AOPO) completed	4	1= Two (2) AOPO audits completed quarterly 2= Three (3) AOPOs completed quarterly 3= Four (4) AOPO audits completed quarterly 4= Four (4) AOPO audits completed quarterly plus 50% of AOPO findings follow up completed. 5= Four (4) AOPO audits completed quarterly plus >50% of AOPO findings follow up completed.	GPAC Minutes and GAC minutes • AOPO Internal Audit reports
		4.3	Number of Quality Assurance Review (QAR) Completed <sup>5</sup> .	Four Quality Assurance review.	1= 1 Quality Assurance Review (QAR) Completed. 2 = 3 Quality Assurance Review (QAR) Completed. 3= 4 Quality Assurance Review (QAR) Completed. 4 = 5 Quality Assurance Review (QAR) Completed. 5 = > 5 Quality Assurance Review (QAR) Completed.	GPAC Minutes Final Draft/Final Internal Audit Quality Assurance Review Report per the approved Internal Audit Plan. •
5	Good governance	5.1	Audit outcome <sup>6</sup>	Unqualified Audit	1= Adverse Audit report <sup>7</sup> 2= Qualified Audit Report <sup>8</sup>	• Auditor General management report and audit report

<sup>5</sup> Additional Quality Assurance reviews conducted in line with the legislation time frames

<sup>1</sup> Section 57 before 31 July every year. QAR on IDP and business plans before June every year, QAR section 57 bonus review after the final integrated report has been concluded, QAR on permanent employees performance rewards after the final integrated report has been concluded.

<sup>6</sup> The opinion may be that given for the department/entity where applicable.

<sup>7</sup> This is where AGSA is unable to and does not express an audit opinion due to uncertainty.


<sup>8</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)	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
				3= Unqualified Audit opinion with audit findings affecting audit opinion, other matters and administrative matters 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 of internal and external (AGSA) audit findings	1 < 85% resolution 2 = 85% - 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 Report on findings</li> <li>• Management letter</li> <li>• Annual/Quarterly Dashboard</li> <li>• Mayoral Committee Minutes</li> </ul>
5.3		% Follow up of Resolution of external (AGSA) audit findings	95% of the resolution of internal and external (AGSA) audit findings	1 < 85% resolution 2 = 85% - 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 Report on findings</li> <li>• Management letter</li> <li>• Annual/Quarterly Dashboard</li> <li>• Mayoral Committee Minutes</li> </ul>
5.4		% Compliance with response timelines for the submission of the Annual Performance Report <sup>9</sup>	New indicator	1 < 90% compliance 2 = 90% - 99% compliance 3 = 100% compliance	GSPCR tracking report signed-off by M&E Unit Head

<sup>9</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
6	Accountability and Good Governance	6.1	Percentage of agreed recommendations implemented by department concluded investigation within 90 days	36% all departments	4 = 100% compliance 2 days earlier 5 = 100% compliance 3 days earlier  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	GFIS Dashboard of concluded investigations  Copy of concluded investigation report  Acknowledgment of receipt by clients  Implementation plan by clients.  Implementation/status report signed off by HOD/CEO.  Quarterly monitoring report signed off by signed-off by the Head of GFIS
		6.2	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"> <li>Tracking sheet of all requests received indicating status of responses signed by secretary/chaiperson.</li> <li>POCM analysis dashboard</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>10</sup>	New indicator	1 = contract expired without starting new procurement process 2 = Contract expired while procuring 3 = 90% management of all contracts without incurring and deviations 4 = 95% management of all contracts without incurring and deviations 5 = 100% management of all contracts without incurring and deviations <sup>11</sup> .	Status of the Contracts Register Sign-off by the OGCFO
		1.2	Percentage acquisition of goods and services as per the approved demand plan. <sup>12</sup>	New indicator	1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance 4 = Target met within 15 days ahead of delivery date 5 = Target met within 1 month ahead of delivery date	<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	UJFW Strategy Implementation	2.1	Percentage historical expenditure reported 30 June 2024	No Unauthorised expenditure	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	UJFW report tabled at GAC
		2.2	Percentage reduction in current and/or new expenditure	No Unauthorised expenditure	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	

<sup>10</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>11</sup> New contract secured/ appointed (not through deviation or regulation 32 or 36) within a month or two of expiry of old contract.

<sup>12</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.



KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</b>						
		2.3	Percentage reduction in historical <b>Irregular</b> expenditure reported 30 June 2023	No irregular expenditure	1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above	
		2.4	Percentage reduction in current and/or new <b>Irregular</b> expenditure	No irregular expenditure	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	
		2.5	Percentage reduction in historical <b>Fruitless</b> and <b>Wasteful</b> expenditure reported 30 June 2023	No fruitless and wasteful expenditure	1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above	
		2.6	Percentage reduction in current and/or new <b>Fruitless</b> and <b>Wasteful</b> expenditure	No fruitless and wasteful expenditure	1=<80% 2=81-99% 3=85-95% 4=96-99% 5=100%	
3	Risk Management	3.1	Percentage of risks mitigation strategies action plan for departmental top strategic risks implementation towards the reduction of departmental risks.	60%	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
<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 < 93% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent	<ul style="list-style-type: none"> <li>SAP Report</li> <li>Opex report by Group Finance</li> </ul>

B

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</b>						
					4 = 98% - 99% Opex spent 5 = 100% Opex spent	
		1.2	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment <sup>13</sup>	100%	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	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 Cou employees <sup>14</sup>		1 < 80% (Establishment of a Departmental Training Committee) 2 = 80% (Development and sign off a Departmental Workplace Skills Plan) 3 = 85% Implementation (of a Departmental Workplace Skills Plan <sup>15</sup> ) 4 = 90% implementation (of Departmental Workplace Skills Plan and all competency gaps identified in the skills audits including for level 5 – 6 employees <sup>16</sup> ) 5 = 95% implementation (of all competency gaps identified in the skills audits including for level 5 – 6	<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 reflecting status and levels trained.</li> </ul>

<sup>13</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>14</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.

<sup>15</sup> General training to improve skills including individual Learning Plans trainings.

<sup>16</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.

  
B

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</b>						
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ <sup>17</sup> in the department	58.62%	1 = <65% 2 = 65% - 84% 3 = 85% - 100% 4 = 100% compliance, up to 50% of employees achieved 3.1 or more on their set targets 5 = 100% compliance, more than 50% of employees achieved 3.1 or more on their set targets	<ul style="list-style-type: none"> <li>Assessment report by GCSS</li> </ul>
		3.2	% Establishment of the Departmental Performance Management Moderation Committee	New indicator	1 = ≤ 65% (Draft TORs in place) 2 = 66% - 84% (Approved TORs) 3 = 85% - 100% (Committee members appointed and induction meeting held) 4 = First (or midyear) assessment done 5 = Final assessment done	<ul style="list-style-type: none"> <li>Approved Departmental TOR's</li> <li>Appointment letters</li> <li>Agenda and minutes of meetings</li> </ul>
		3.3	Percentage of disciplinary cases resolved within 120 days <sup>18</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 Policy/ Directives to promote health and safety in the department <sup>19</sup>		1 = 40% compliance to SHE audits 2 = 60% compliance to SHE audits 3 = 80% - 89% compliance to SHE audits 4 = 90% - 94% compliance to SHE audits	<ul style="list-style-type: none"> <li>Quarterly assessment reports by SHELA &amp; FCM tabled at EMT</li> </ul>

<sup>17</sup> This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.  
<sup>18</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>19</sup> 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

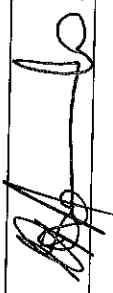

- I. List of employees attended training for SHE representatives' course, First Aids, Evacuation Marshalls, and Fire Fighting
- II. Minutes confirming employees attending SHE Committee meeting
- III. Progress report on the implementation of the recommended corrective measures

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</b>						
<b>Change Management (optional)</b>						
5	Human Management and Empowerment	5.1	% Compliance with implementation of EE in departments	40%	5 = 95% - 100% compliance to SHE audits 1 < 40% <sup>20</sup> 2 = 40% - 59% <sup>21</sup> 3 = 60% - 79% <sup>22</sup> 4 = 80% - 99% <sup>23</sup> 5 = 100% <sup>24</sup>	<u>Departmental Level</u> <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> <u>EE Office Level</u> <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</li> </ul>

- 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
- 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

<sup>20</sup> Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of Identified AA Measures.  
<sup>21</sup> Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.  
<sup>22</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>23</sup> Training done in line with the employee's upward mobility requirements.  
<sup>24</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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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</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>25</sup> 2 = 20% - 45% <sup>26</sup> 3 = 46% - 79% <sup>27</sup> 4 = 80% - 99% <sup>28</sup> 5 = 100% <sup>29</sup>	EMT • Close out report • Training Manuals & Presentations • Signed Quarterly Progress reports • Recruitment reports • SAP Reports Memorandum of Understanding (MOU) or Partnership Agreements
7	Customer satisfaction	7.1	Percentage increase in customer satisfaction levels <sup>30</sup>	62% QoL 2020/21	1 = decrease. 2 = no change or <1% increase. 3 = 1% increase. 4 = 2% increase. 5 = > 2% increase.	Satisfaction results
<b>Customer Orientation and Customer Focus (Compulsory)</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.						
Sinaye Nxumalo Group Head: GRAS			Signature: 	Floyd Brink City Manager	Signature: 	Date: 19 July 2023

1.1

<sup>25</sup> Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.  
<sup>26</sup> Awareness creation on Disability to all employees within the department.  
<sup>27</sup> 0 - 1% of total staff compliance as an improvement to the minimum 2% Disability target  
<sup>28</sup> >1% of total staff compliance as an improvement to the minimum 2% Disability target  
<sup>29</sup> Partnership with external organisation to recruit disability learners or to improve on workplace accessibility  
<sup>30</sup> Quality of Life, as a collective participation