

**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

**Zayd Ebrahim**

("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**

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- 3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Group Head, and, subject to paragraph 3.3, will continue in force until a new performance agreement is concluded between the parties as contemplated in paragraph 3.2.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year.
- 3.3 This Agreement 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 Acting 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.

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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, an Acting 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

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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 Acting 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 Acting 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;

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- 7.3 Work collaboratively with the Group Head to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- 7.4 On the request of the Group Head delegate such powers reasonably required by the Group Head to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- 7.5 Make available to the Group Head such resources as the Group Head may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

**8. CONSULTATION**

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

**9. MANAGEMENT OF OUTCOMES**

- 9.1 The evaluation of the Group Head's performance will form the basis for rewarding performance or correcting unacceptable performance.
- 9.2 A performance bonus not exceeding 14% may be paid to the Group Head in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement.
- 9.3 An increase may be awarded to the Group Head in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the Group Head be entitled to a performance bonus referred to in paragraph 9.2, this will be paid out after the tabling of the annual report.
  - 9.4.1 However, should the Group Head not be entitled to a performance bonus in line with their employment contract, alternative performance rewards will be awarded as per the relevant policy.
- 9.5 In the case of unacceptable performance, the City Manager shall provide systematic remedial or developmental support to assist the Group Head to improve their performance.

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

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

9.8 Where there is a dispute or difference as to the performance of the Group Head under this Agreement, the parties will confer with a view to resolving the dispute or difference.

## 10. DISPUTES

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

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

10.3 Should the parties fail to agree on the identity of the arbitrator within a period of 14 days after the date of the submission of the dispute to the City Manager, either of the parties shall be entitled to request a private dispute resolution agency, to appoint the arbitrator. The accredited private dispute resolution agency, in making the appointment, shall have regard to the nature of the dispute, and shall have regard to the parties' requirement of 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.

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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 his 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: \_\_\_\_\_

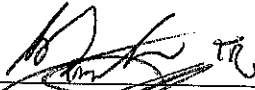
Witness: \_\_\_\_\_

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



Zayd Ebrahim  
Group Head

Witness:

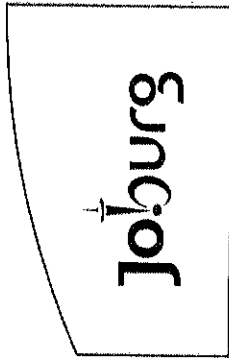


Witness:



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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES (SPO)</b> <b>WEIGHTING = 50%</b>						
1	City's integrated plans and strategies	1.1	Percentage completion of the City's 2024/2025 Integrated Development Plan and Institutional SDBIP	Council approved 2022/23 IDP	1=Approved 2024/25 IDP Process Plan 2=Outcomes report from the Technical Budget Steering Committee resolutions 3=100% = Draft 2024/25 IDP review tabled at Council 4=Adoption of Final 2024/25 IDP to Council 5=2024/25 IDP Citizen's Version	<ul style="list-style-type: none"> <li>Approved 2024/25 IDP and SDBIP.</li> <li>Council minutes</li> </ul>
		1.2	Percentage completion of Public Participation Outcomes Report.	Mayoral Committee approval of the CBP Volume 6	1 = 100% development of the City's CBP and IDP draft report and chapter for the IDP 2= CBP and IDP draft report and chapter for the IDP 3= 100% = Public Participation Report 4= Submission of the Public Participation Report to MayCom 5=Analysis report on completed CBP projects	<ul style="list-style-type: none"> <li>CBP 2023/24 Action Plan</li> <li>Public Participation Outcomes Report (Includes CBP and IDP engagements).</li> <li>Confirmed Mayoral Committee minutes.</li> </ul>

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2	Key City digital knowledge products profiling	2.1	% Functionality of the Interactive Knowledge Centre	70%	1 = 25% functionality <sup>1</sup> 2 = 50% functionality <sup>2</sup> 3 = 100% functionality <sup>3</sup> 4 = 130% functionality <sup>4</sup> 5 = 150% functionality <sup>5</sup>	<ul style="list-style-type: none"> <li>Implementation report on the functionality of the know Interactive Knowledge Centre</li> <li>System generated report and survey report on upload knowledge products viewed by visitors</li> <li>Roundtable outcomes report and register</li> </ul>
3	Institutional memory programme	3.1	Number of case studies written	2 case studies	1=2023/24 Case studies concept document 2=1 Case study report written 3=2 Case studies reports written 4=Case studies publication 5=Hosting 1 targeted brown bag session on the 2 developed case studies	<ul style="list-style-type: none"> <li>2 Case studies reports 2023/24 Case studies Publication</li> <li>Targeted brown bag session outcomes report and register</li> </ul>
4	Strategic positioning of the City of Johannesburg regionally and internationally	4.1	Number of predetermined IR actions attained as per the 2023/24 Action Plan <sup>6</sup>	6	1= 2 predetermined IR actions attained. 2= 4 predetermined IR actions attained. 3= 6 predetermined IR actions attained. 4= Citywide outcomes workshop on IR activities.	<ul style="list-style-type: none"> <li>IR Implementation / Action Plan (2023/2024).</li> <li>3 x Quarterly reports on predetermined IR actions attained.</li> <li>Annual close-out report on implementation of IR actions (Signed off by GH).</li> </ul>

<sup>1</sup> 25% = Functional hardware and software for the interactive knowledge centre (access to centre offerings).  
<sup>2</sup> 50% = Functional virtual tool to view centre offerings.

<sup>3</sup> 100% = Accessibility of all uploaded knowledge products by visitors to the centre (face to face or virtual).

<sup>4</sup> 130% = System generated report on number of visitors who accessed the centre offerings & survey report from visitors about accessibility and usefulness of centre products (face to face or virtual).

<sup>5</sup> 150% = Hosting city-wide topical roundtable engagements for purposes of leveraging knowledge and promoting the City's digital products to public and potential investors (enhancement of City's digital footprint).

<sup>6</sup> Predetermined actions: 1. Diplomatic Corps events, 2. City-to-city Partnerships, 3. Global Networks progress reports, 4. Stakeholder events/ IR roundtables, 5. IR Publication, 6. IR Co-ordination Forum and logistics & management.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
5	Customer Surveys	5.1	2023/2024 Quality of Life 7 Survey completed.	2022/23 opinion polling	5= 2024/25 IR action plan developed. 1 = Contracting and questionnaire design. 2 = Final transfer of funding to GCRO 3 = Fieldwork completed 4 = City of Johannesburg report with findings 5 = Action Plan of findings communicated with relevant departments / Entities 5 = Key areas for intervention identified	2023/2024 Quality of Life 7 Survey Results.
6	Policymaking and design research	6.1	Number of strategic research papers developed	4 rapid research papers	1 = Conceptualize research. 2 = Conduct research. 3 = 4 research paper(s). 4 = Summary report on outcomes/impact of research papers developed. 5 = Research findings shared with relevant forum.	<ul style="list-style-type: none"> <li>4 research papers signed</li> <li>Signed summary report on outcomes of research papers</li> <li>Evidence of sharing research findings (i.e., e-mail correspondence/presentations, calendar invitations, attendance register/s/and or minutes</li> </ul>
7	Organizational Performance monitoring and reporting	7.1	Percentage completion of the Johannesburg Integrated Annual Report (IAR)	2021/22 Integrated Annual Report for CoJ	1 = Draft AR submission to AGSA by 31 August. 2 = Tabling AR to Council by end January 2024. 3 = 100% (Final AR adopted by Council March 2024) 4= IAR tabled at MPAC & resolutions implemented 5=Council approval of oversight report	<ul style="list-style-type: none"> <li>Approved Integrated Annual Report for 2022/23.</li> <li>Council Minutes</li> </ul>

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KPA No	Key Performance Area	KPI No.	Key Indicators (KPIs)	Baseline	Target	Means of Verification
		7.2	% Monitoring of the departmental SDBIPs	New indicator	1 = 75% monitoring <sup>7</sup> 2 = 85% monitoring <sup>8</sup> 3 = 100% monitoring <sup>9</sup> 4 = 130% monitoring <sup>10</sup> 5 = 150% monitoring <sup>11</sup>	<ul style="list-style-type: none"> <li>Quarterly Assessments reports.</li> <li>Copies of escalation letters.</li> <li>Dashboard analysis of tracked interventions.</li> </ul>
		7.3	Percentage completion of Section 57 managers' performance agreements for 2023/24 financial year	New indicator	1 = 50% completion <sup>12</sup> . 2 = 80% completion <sup>13</sup> . 3 = 100% completion <sup>14</sup> . 4 = 130% completion <sup>15</sup> . 5 = 150% completion <sup>16</sup> .	<ul style="list-style-type: none"> <li>2022/23 Final Reviews Outcomes Report</li> <li>Signed performance agreements for 2023/24</li> <li>Council minutes of adoption of 2023/24 performance agreements.</li> <li>Consolidated 2023/24 Deviation Outcomes Report</li> <li>2024/25 Draft performance agreements.</li> <li>GPAC minutes</li> </ul>
8	Good Governance	8.1	Percentage completion of Audit Remedial Plan and track implementation progress	New indicator	1 < 80% (2021/22 Progress remedial action progress report 2 = 80% (Develop 2022/23 Remedial Action Plan)	<ul style="list-style-type: none"> <li>Approved Remedial Action Plans</li> <li>Extract of Quarterly progress reports from IAR</li> <li>OPCA/GPAC/EMT/MC minutes</li> </ul>

<sup>7</sup> 2 Quarterly monitoring reports of department  
<sup>8</sup> 3 Quarterly monitoring reports of department  
<sup>9</sup> 4 Quarterly monitoring reports of department

<sup>10</sup> Escalation of poor performance

<sup>11</sup> Dashboard analysis of tracked interventions

<sup>12</sup> 50% Draft PAs assessed

<sup>13</sup> 80% Draft PAs discussed with CM and GPAC

<sup>14</sup> 100% signed 2023/24 Performance agreements

<sup>15</sup> 130% = Facilitate performance agreements for 2024/25

<sup>16</sup> 150% = Draft 2024/25 scorecards discussed with the City Manager and approved by GPAC

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
9	Accountability and Good Governance	9.1	% implementation of the ombudsman's recommendations <sup>17</sup>	100%	3=85% (Develop 2022/23 Remedial Action Plan approved by Council) 4= 90% (One Remedial Action progress report tabled at EMT) 5=100% (Two Remedial Action progress reports – 21/22 & 22/23 tabled at EMT)  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"> <li>Quarterly dashboard of the Ombudsman's recommended cases implemented signed-off by the Ombudsman</li> </ul>
		9.2	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"> <li>GFIS Dashboard of concluded investigations</li> <li>Copy of concluded investigation report</li> <li>Acknowledgment of receipt by clients</li> <li>Implementation plan by clients.</li> <li>Implementation/status report signed off by HOD/CEO.</li> <li>Quarterly monitoring report signed off by signed-off by the Head of GFIS</li> </ul>

<sup>17</sup> 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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KPA No	Key Performance Area	KPI No.	Key Indicators (KPIs)	Baseline	Target	Means of Verification
		9.3	Turnaround times to respond to oversight & advisory committees' requests  GPAC MPAC GAC S79 Committees	Within the approved timelines	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	POCM analysis dashboard tabled at EMT
10	Good Governance	10.1	Audit opinion <sup>18</sup>	Unqualified Audit Report	1= Adverse Audit report <sup>19</sup> 2= Qualified Audit Report <sup>20</sup> 3= Unqualified without material findings 4= Unqualified report with audit findings classified as other matters and administrative matters 5= Unqualified audit report with no findings (clean audit)	AG Management Letter
		10.2	% Resolution of internal audit findings <sup>21</sup>	1<85% resolution	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>GAC Internal Audit Report on Findings</li> <li>Minutes</li> </ul>
		10.3	% Resolution of external (AGSA) audit findings <sup>22</sup>	98%-100% resolution	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>GAC Internal Audit Report on Findings</li> <li>Minutes</li> </ul>
		10.4	% Compliance with response timelines for the	100% compliance	1 < 90% compliance 2 = 90% - 99% compliance	GSPCR tracking report signed-off by GH

<sup>18</sup> The opinion may be that given for the department/entity where applicable.

<sup>19</sup> This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

<sup>20</sup> This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

<sup>21</sup> These are findings by internal audit only that are picked up on an ongoing basis.

<sup>22</sup> This is for only findings classified as matters affecting audit opinion and others important matters

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			Submission of the Annual Performance Report <sup>23</sup>		3 = 100% compliance 4 = 100% compliance 2 days earlier 5 = 100% compliance 3 days earlier	
11	Global Positioning of the City of Johannesburg	11.1	City Score in Global Power City Index (GPCI).	639.8 <sup>24</sup>	1=<639 2=639 3=650 4=>650 5=>Ranking 47/48	<ul style="list-style-type: none"> <li>GPCI-2023 Report</li> </ul>
12	Good Governance	12.1	Percentage implementation of data systems to support evidence-based decision making in the City <sup>25</sup>	100%	1=50% implementation 2=75% implementation 3=100% implementation 4=75% verification of evidence 5=100% verification of evidence	<ul style="list-style-type: none"> <li>Power BI dashboards</li> <li>Section 57 Power BI dashboards</li> <li>Evidence verification dashboard</li> </ul>
		12.2	Percentage of predetermined objectives attained	62%	1=>62% 2=80% 3=85% 4=>85% 5=90% and above	<ul style="list-style-type: none"> <li>Approved quarterly SDBIP performance reports</li> </ul>
<b>SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO)</b> <b>(TOTAL WEIGHTING = 30%)</b>						
1	Procurement and Contract Management	1.1	Percentage management of contracted supplier contract within the department <sup>26</sup>	100% management of all contracts without incurring any deviations	1 = contract expired without starting new procurement process 2 = Contract expired while procuring contracts without incurring any deviations 3 = 90% management of all contracts without incurring any deviations 4 = 95% management of all contracts without incurring any deviations	<ul style="list-style-type: none"> <li>Status of the Contracts Register</li> <li>Sign-off by the OGCF</li> </ul>

<sup>23</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

<sup>24</sup> Ranking 47/48

<sup>25</sup> 2023/24 Service Delivery Budget Implementation Plan and Section 57 Scorecards

<sup>26</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.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					5 = 100% management of all contracts without incurring and deviations <sup>27</sup> .	
		1.2	% Compliance to acquisition of goods and services as per the approved demand plan	100%	1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance by 30 June 2024 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	UFW Strategy Implementation	2.1	Percentage reduction in historical <b>Unauthorised</b> expenditure reported 30 June 2023	100%	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	UFW report tabled at GAC and GPAC
		2.2	Percentage reduction in current and/or new <b>Unauthorised</b> expenditure	100%	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	
		2.3	Percentage reduction in historical <b>Irregular</b> expenditure reported 30 June 2023	<80%	1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above	

<sup>27</sup> 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
3	Risk Management	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%	GRGC Risk analysis reports and Minutes
		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	
		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%	
4	Departmental performance monitoring and reporting	3.1	% Of risks mitigation strategies action plan for departmental top strategic risks implemented towards the reduction of departmental risks	70% -100% implemented	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	Mitigation plans reflecting the status of resolution signed by the HoD approved by the CM
5	Policies	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"> <li>Database of all policies and their status</li> <li>Progress reports</li> </ul>
		5.1	% Management <sup>28</sup> of policies in the department	New indicator	1 < 85% (some policies expired/not implemented)	

<sup>28</sup> Management entails implementation, firmness reviews and merging and / or discarding redundant policies where applicable.

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KPA No	Key Performance Area	KPI No	Key Indicators (KPIs)	Baseline	Target	Means of Verification
6	mSCOA reporting	6.1	% Compliance with mSCOA reporting timelines	15% compliance	<p>2 = 85% (some policies reviewed after 1 month of expiry)</p> <p>3 = 100% (all policies implemented/valid/merged/reviewed within 1 month before expiry)</p> <p>4 = 130% (all policies implemented/valid/merged/reviewed within 15 days before expiry)</p> <p>5 = 150% (all policies implemented/valid/merged)</p>	Quarterly mSCOA compliance reports
<b>SECTION 3: CORE COMPETENCY REQUIREMENTS (TOTAL WEIGHTING = 20%)</b>						
<b>Financial Competence (Compulsory)</b>						
1	Expenditure Management	1.1	% Spent of allocated departmental Opex budget	< 93% Opex spent	<p>1 &lt; 93% Opex spent</p> <p>2 = 93% - 94% Opex spent</p> <p>3 = 95% - 97% Opex spent</p> <p>4 = 98% - 99% Opex spent</p> <p>5 = 100% Opex spent</p>	<ul style="list-style-type: none"> <li>SAP Report</li> <li>Midyear and Annual financial expenditure report by Group Finance</li> </ul>

02

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		1.2	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment <sup>29</sup>	97% of valid invoices paid within 30 days	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.
<b>People Management and Empowerment (Compulsory)</b>						
2	Skills development	2.1	% implementation of skills development initiatives for CoJ employees <sup>30</sup>	100% implementation	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>31</sup> ) 4 = 90% implementation (of Departmental Workplace Skills Plan and all competency gaps)	<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>29</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>30</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>31</sup> General training to improve skills including Individual Learning Plans trainings.

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KPA No	Key Performance Area	KPI No.	Key Indicators (KPIs)	Baseline	Target	Means of Verification
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the Co. <sup>32</sup> in the department	94.35%	Identified in the skills audits including for level 5 – 6 employees <sup>32)</sup>  5 = 95% implementation (of all competency gaps identified in the skills audits including for level 5 – 6 employees 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	Assessment report by GCSS
		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>34</sup>	100%	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>35</sup>	47% compliance to SHE audits	1 = 40% compliance to SHE audits 2 = 60% compliance to SHE audits	Quarterly assessment reports by SHELA & FCM tabled at EMT

<sup>32</sup> This is specific to outcomes of the skills audits conducted. The HoD must ensure that employees within the department comply and participate as per the GCSS programme.

<sup>33</sup> This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.

<sup>34</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>35</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

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					3 = 80% - 89% compliance to SHE audits 4 = 90% - 94% compliance to SHE audits 5 = 95% - 100% compliance to SHE audits	
<b>Change Management (optional)</b>						
5	Human Capital Management and Empowerment	5.1	% Compliance with the implementation of EE in departments	40%	1 < 40% <sup>36</sup> 2 = 40% - 59% <sup>37</sup> 3 = 60% - 79% <sup>38</sup> 4 = 80% - 99% <sup>39</sup> 5 = 100% <sup>40</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>

- 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

<sup>36</sup> Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.



<sup>37</sup> Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.

<sup>38</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>39</sup> Training done in line with the employee's upward mobility requirements.

<sup>40</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 Indicators (KPIs)	Baseline	Target	Means of Verification
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>41</sup> 2 = 20% - 45% <sup>42</sup> 3 = 46% - 79% <sup>43</sup> 4 = 80% - 99% <sup>44</sup> 5 = 100% <sup>45</sup>	<ul style="list-style-type: none"> <li>Training Manuals &amp; Presentations</li> <li>Annual EE Report (EEA2 &amp; EEA4)</li> <li>City Group Quarterly Progress reports by EE Unit tabled at EMT</li> <li>Close out report</li> <li>Training Manuals &amp; Presentations</li> <li>Signed Quarterly Progress reports</li> <li>Recruitment reports</li> <li>SAP Reports</li> <li>Memorandum of Understanding (MOU) or Partnership Agreements</li> </ul>
<b>Customer Orientation and Customer Focus (Compulsory)</b>						
7	Customer satisfaction	7.1	Percentage increase in satisfaction levels	62%	1 = decrease. 2 = no change or <1% increase. 3 = 1% increase. 4 = 2% increase. 5 = > 2% increase.	2023/2024 Quality of Life 7 Survey Results.
<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>           Group Head: Group Strategy, Policy Coordination &amp; Relations            Signatory:  Signature:             Date: 19 July 2023         </p>						

<sup>41</sup> Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.

<sup>42</sup> Awareness creation on Disability to all employees within the department.

<sup>43</sup> 0 - 1% of total staff compliment as an improvement to the minimum 2% Disability target

<sup>44</sup> >1% of total staff compliment as an improvement to the minimum 2% Disability target

<sup>45</sup> Partnership with external organisation to recruit disability learners or to improve on workplace accessibility