

PERFORMANCE AGREEMENT

Made and entered into by and between

THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY

("the City")

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

and

Mlandu Kona
("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.

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- 3.3 This Agreement, with the current City Manager, may terminate on the termination of the City Manager's appointment regardless of the reason for such termination and a new performance agreement may be entered into with a new City Manager.
- 3.4 The content of this agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this agreement are no longer appropriate, the contents shall be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The scorecard in Annexure "A" sets out:
 - 4.1.1 the performance objectives and targets that must be met by the Group Head; and
 - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure "A" (scorecard) are set by the City Manager and the Group Performance Audit Committee after consultation with the Group Head and are based on the Integrated Development Plan, Mayoral Priorities Service Delivery and Budget Implementation Plan (SDBIP) and Budget of the City and include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work 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.

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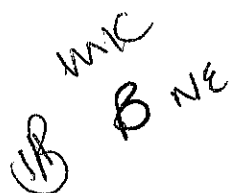
- 5.4 The Group Head undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The Group Head's assessment will be based on their performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPAs.

6. EVALUATING PERFORMANCE

- 6.1 It is recorded that in terms of the City's performance management policy and system, for purposes of evaluation of the performance of the Group Head, 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.


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- 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.

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.

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- 9.5 In the case of unacceptable performance, the City Manager shall provide systematic remedial or developmental support to assist the Group Head to improve their performance.
- 9.6 Where the City Manager is, at any time during the Group Head's employment, not satisfied with the Group Head's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Group Head to attend a meeting with the City Manager.
- 9.7 The Group Head will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Group Head's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 9.8 Where there is a dispute or difference as to the performance of the Group Head under this Agreement, the parties will confer with a view to resolving the dispute or difference.
- 10. DISPUTES**
- 10.1 Any dispute arising out of this Agreement, shall be submitted to and determined by arbitration in accordance with the arbitration rules of an accredited private dispute resolution agency, as amended. The arbitrator shall be mutually agreed upon and shall be selected from a list of arbitrators supplied by an accredited private dispute resolution agency.
- 10.2 The parties shall, prior to the arbitration date, be required to meet with the arbitrator in order to determine the appropriate terms of reference for the arbitrator, and their powers, and to submit an agreement in writing to the arbitrator.
- 10.3 Should the parties fail to agree on the identity of the arbitrator within a period of 14 days after the date of the submission of the dispute to the City Manager, either of the parties shall be entitled to request a private dispute resolution agency, to appoint the arbitrator. The accredited private dispute resolution agency, in making the appointment, shall have regard to the nature of the dispute, and shall have regard to the parties' requirement of 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.

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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 19th day of July 2023

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

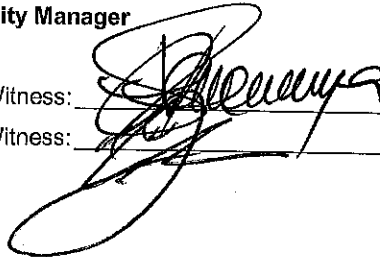


Floyd Brink

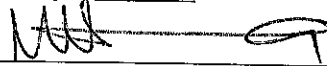
City Manager

Witness: _____

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



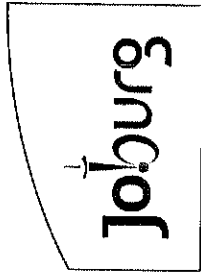
Mlandu Kona

Group Head

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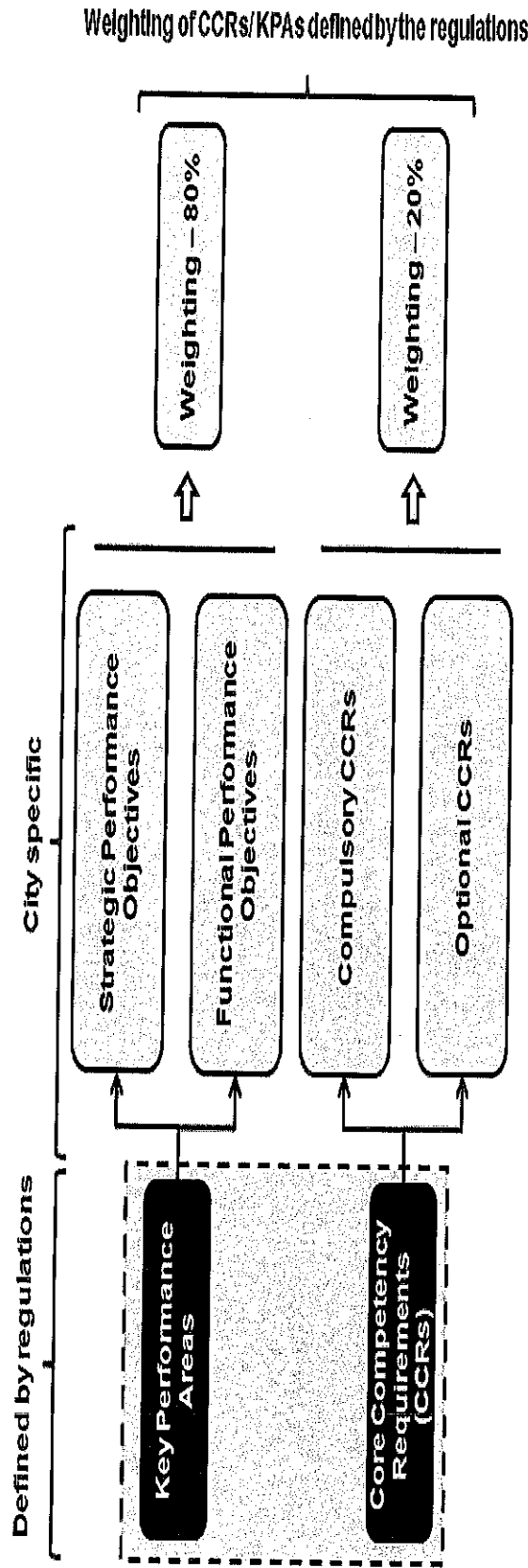
PERFORMANCE SCORECARD - SECTION 57 EMPLOYEE

Employee	Mlandu Kona: Group Head
Manager	Floyd Brink: City Manager
Department	Group Governance
Position Purpose	To provide strategic and administrative secretariat and governance service to enable the Executive to plan, decide and ensure the implementation of the agenda of the CoJ.

The period of this Performance Plan is from 01 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). 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 cluster-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%. All KPIs must be Clear Relevant Economic Adequate Monitorable (CREAM) and targets Simple Measurable Achievable Realistic Timed (SMART).

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SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES (SPO)

TOTAL WEIGHTING = 50%						
SPO No	Key Performance Area	KPI No	Key Indicators (KPIs)	Performance Baseline	Target	Means of Verification
1.	Group Advisory Committees and Mayoral Committee resolutions	1.1.	% Tracking of the Mayoral Committee resolutions ¹	100%	1= 0% - 75% tracking (resolutions schedule developed) 2= 76% - 80% tracking (resolutions schedule circulated and tracked) 3= 81% - 85% tracking (resolutions schedule presented to the Mayoral Committee) 4= 86% - 90% tracking (Follow up on the implementation of the resolutions) 5= 91% - 100% tracking (action plans developed by business units and regular follow-ups on the implementation)	<ul style="list-style-type: none"> Quarterly reports on the tracking of the implementation of Mayoral committee resolutions/ Status of implementation reports. Minutes
		1.2.	% Tracking of the Group Advisory Committees Resolutions ²	100%	1= 0% - 75% tracking (resolutions schedule developed) 2= 75% - 80% tracking (resolutions schedule circulated and tracked) 3= 81% - 85% tracking (resolutions schedule presented to the Group Advisory Committees) 4= 86% - 90% tracking (Follow up on the implementation of the resolutions) 5= 91% - 100% tracking (action plans developed by business units and regular follow-ups on the implementation)	<ul style="list-style-type: none"> Quarterly Report of the tracking of the implementation of the Group Advisory Committee Resolutions/ Status of implementation reports. Minutes
2.	Annual assessment of Advisory Services	2.1.	%Assessment of Group Advisory Committees ³	100%	1 = 50% of Group Advisory Committees assessed 2 = 70% of Group Advisory Committees assessed 3 = 90% of Group Advisory Committees assessed 4 =100% of Group Advisory Committees assessed.	<ul style="list-style-type: none"> Group Advisory Committees Assessment Report. Minutes of the Mayoral Committee

1 100% tracking of the Mayoral decision resolution entails the department making constant follow up on the implementation of those resolution and communicating with the respective HOD's to accelerate implementation.
 2 List of committees and what percentages entail. MoV must be committees reports on resolutions and decisions. (List committees) implementation is done by departments and entities.
 3 Annual target


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TOTAL WEIGHTING = 30%						
KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3.	Governance Assessments of Quarterly Performance Reports and Integrated Reports of 13 Municipal Entities.	3.1.	% Of Governance assessment conducted on quarterly performance reports of 13 Municipal Entities ⁴	100%	5 = Group Advisory Committees assessment presented to Mayoral Committee	<ul style="list-style-type: none"> Signed quarterly Consolidated Governance Performance Report of 13 entities. Minutes of the Shareholder Mayoral Committee and GPAC.
		3.2.	% Of Governance assessment conducted on Integrated Reports (IRs) of 13 Municipal Entities. ⁵	100%	1 = 70% of MEs assessed on their Integrated Reports. 2 = 80% of MEs assessed on their Integrated Reports. 3 = 100% of MEs assessed on their Integrated Reports. 4 = Governance Integrated Report Assessment presented to Joint GAC and GPAC. 5 = Governance Integrated Report Assessment presented to the Mayoral Committee.	<ul style="list-style-type: none"> Signed Consolidated Governance Integrated Assessment Report of 13 entities. Minutes of the Shareholder Mayoral Committee and GPAC.
4.	Governance Assessment of COJ Service Level Standards	4.1.	% Achievement of Service Level Standards ⁶	77%	1 < 70% of SLAs achieved 2 = 70% of SLAs achieved 3 = 75% of SLAs achieved 4 = 80% of SLAs achieved 5 = 85% of SLAs achieved	<ul style="list-style-type: none"> Signed Consolidated Governance Assessment Report of MEs and Departments.

⁴ 13 MEs. One consolidated report for all CoJ entities per quarter – report aims to achieve clean Audit. Evidence thereof is the reports and minutes of the Mayoral Committee. Reports are submitted retrospectively which means for the current quarter, a report of the previous quarter will be submitted.

⁵ In terms of section 121(1) of the MFMA, every municipality and municipal entity must prepare an Annual Report for each financial year. The purpose of the Annual Report is to provide a record of activities, report on performance against the budget, and promote accountability to the local community for the decisions made throughout the year.

⁶ The KPI measures the Service Standards for both Entities and core Departments.

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TOTAL WEIGHTING = 60%						
KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
5.	Capacitation of COJ and Municipal Entities governance structures and convening Annual General Meeting	5.1.	% Appointment of NEDs, IACs and GACs at the AGM ⁷	100%	1 = 50% Mayoral Committee approval of the recruitment process. 2 = 70% Advert and recruitment plan 3 = 100% Mayoral Committee approval of the recommended Boards, IACs and GACs. 4 = 100% appointment + Induction of the Boards, IACs and GACs 5 = 100% appointment + Assessment of the performance of the Boards.	<ul style="list-style-type: none"> Report requesting approval to capacitate governance structures. Mayoral Committee minutes Governance Induction report Boards and GACs Assessment report
		5.2.	% Convening of the AGM	100%	1 = 50% Mayoral Committee approval of the AGM process. 2 = 70% Notice of AGM to all stakeholders 3 = 100% Convening of the AGM 4 = 100% convening + preparation and presentation of the Shareholder and MEs resolutions 5 = 100% convening + registration of NEDs on CIPC	<ul style="list-style-type: none"> Report requesting approval to convene AGM. AGM Resolutions Mayoral Committee minutes Governance Induction report Boards and GACs Assessment report
6.	Governance and shareholder services support	6.1.	% Development of Shareholder Compacts for entities ⁸	100%	1 = 80% of Shareholder Compacts developed 2 = 90% of Shareholder Compacts developed 3 = 95% Shareholder Compacts developed 4 = 100% + Shareholder Compacts signed by CM and AOs. 5 = 100% + Workshop of the SDAs and Shareholder Compacts at Board level.	<ul style="list-style-type: none"> Signed Shareholder Compacts for entities
7.	Assessment of Boards of Municipal Entities	7.1.	% Assessment of Boards ⁹	100%	1 = 50% of Boards assessed 2 = 70% of Boards assessed 3 = 90% of Boards assessed 4 = 100% of Boards assessed.	<ul style="list-style-type: none"> Boards Assessment Report. Minutes of the Mayoral Committee

⁷ This is a process indicator, the appointment only happens during quarter 3 of the financial year.
⁸ Annual target
⁹ Annual target

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Key Performance Area		Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
8.	Ethics awareness	8.1. Number of ethics awareness programmes implemented across all CoJ dept. and entities ¹⁰	6 programmes	5 = 100% of Boards assessed and Assessment report presented to Mayoral Committee 1 = awareness session 2 = less than 8 awareness sessions 3 = 8 Awareness sessions 4 = more than 8 awareness sessions + approval strategy 5 = more than 8 awareness sessions + approval of strategy + establishment of ethics unit	<ul style="list-style-type: none"> Quarterly Ethics reports Attendance Register
9.	Skills Development and Capacity	9.1. Number of trainee Accountants attracted through the ACA Training Programme ¹¹	4 Trainees	1 = 0 trainees 2 = less than 3 trainees 3 = 4 trainees with CTA 4 > 4 trainees with CTA 5 > 6 trainees with CTA	<ul style="list-style-type: none"> Letters of appointment. Employment contracts. ACA quarterly report
		9.2. Desired level of SAICA accreditation	New indicator	1 = Very high-risk rating 2 = High risk rating 3 = Medium risk rating 4 = Low risk rating 5 = Low risk rating with no findings	<ul style="list-style-type: none"> Monitoring schedule. SAICA Evaluation report. ACA Quarterly report.
10.	Good Governance	10.1. Audit outcome	Unqualified Audit opinion	1= Adverse Audit report ¹² 2= Qualified Audit Report ¹³ 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)	<ul style="list-style-type: none"> Departmental Performance Quarterly Report Audited Financial Report Auditor General management report and Audit Report

¹⁰ Focus area for ethics office is core department and regions. Ethics awareness workshop, ethics awareness training for Senior Leadership, Awareness and roll out the strategy, roadshow at ME's (Communications).
¹¹ This is an annual indicator; the appointment of trainees happens on the third quarter of the financial year.
¹² This is where AGSA is unable to and does not express an audit opinion due to uncertainty.
¹³ This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

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TOTAL WEIGHTING = 50%						
KPA No.	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
11	Accountability and Good Governance	10.2.	% Resolution of internal audit findings	100%	1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings)	Internal Audit Report on Findings
		10.3.	% Resolution of external (AGSA) audit findings	100%	1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings)	Management Letter Annual/Quarterly Dashboard Mayoral Committee Minutes
		10.4.	% Compliance with response timelines for the submission of the Annual Performance Report ¹⁴	100% compliance	1 < 90% compliance 2 = 91% - 99% compliance 3 = 100% compliance	GSPCR tracking report signed-off by M&E Unit Head
		11.1	% of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	36% 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	<ul style="list-style-type: none"> GFIS Dashboard of concluded investigations Copy of concluded investigation report Acknowledgment of receipt by clients Implementation plan by clients. Implementation/status report signed off by HOD/CEO. Quarterly monitoring report signed off by signed-off by the Head of GFIS

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

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TOTAL WEIGHTING = 30%						
KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		11.2	Turnaround times to respond to oversight & advisory committees' requests GPAC MPAC GAC S79 Committees GRGC Smart city Economic recovery		1 = 2 days after the approved timelines 2 = 1 day after the approved timelines 3 = Within the approved timelines 4 = 1 day ahead of approved timelines 5 = 2 days ahead of approved timelines	<ul style="list-style-type: none"> Departmental quarterly tracking reports signed by HoD; POCM analysis dashboard tabled at EMT
SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO) (TOTAL WEIGHTING = 30%)						
1	Procurement and Contract Management	1.1	% 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 and deviations 4 = 95% management of all contracts without incurring and deviations 5 = 100% management of all contracts without incurring and deviations ¹⁶	<ul style="list-style-type: none"> Status of the Contracts Register Sign-off by the OGCFO
		1.2	% Compliance to acquisition of goods and services as per the approved demand plan	100%	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	Approved Acquisition plan Departmental Quarterly Acquisition Status Reports SCM Assessment reports
2	UIFW Strategy Implementation	2.1	% Reduction in historical Unauthorised expenditure reported 30 June 2023	New indicator	1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75% 4 = 76% - 80% 5 = 81% - 85%	UIFW report tabled at GAC and GPAC

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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TOTAL WEIGHTING= 30%					Means of Verification
KPA No.	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target
3	Risk Management	2.2	% Reduction in current and/or new Unauthorised expenditure	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%
		2.3	% Reduction in historical Irregular expenditure reported 30 June 2023	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%
		2.4	% Reduction in current and/or new Irregular expenditure	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%
		2.5	% Reduction in historical Fruitless and Wasteful expenditure reported 30 June 2023	New indicator	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.
		2.6	% Reduction in current and/or new Fruitless and Wasteful expenditure	New indicator	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.
		3.1	% Implementation of the strategic risk management action plan findings resolved		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
4	Departmental performance monitoring and reporting	4.1	% Of departmental SDBIP escalated matters resolved		1 < 75% resolved 2 = 75% - 84% resolved 3 = 85% - 89% resolved 4 = 90% - 99% resolved 5 =100% resolved
					GRGC Risk analysis reports and Minutes Mitigation plans reflecting the status of resolution signed by the HoD approved by the CM

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KPI No.		Performance No.		KPI Key Metrics (KPIs)		Performance Baseline		Target		Means of Verification	
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 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					Quarterly mSCOA compliance reports	
SECTION 3: CORE COMPETENCY REQUIREMENTS (TOTAL WEIGHTING = 20%)											
Financial Competence (Compulsory)											
1	Expenditure Management	1.1	% Spent of allocated departmental Opex budget	79%	1 < 92% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent 4 = 98% - 99% Opex spent 5 = 100% Opex spent					<ul style="list-style-type: none"> SAP Report Midyear and Annual financial expenditure report by Group Finance 	

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

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TOTAL WEIGHTING = 30%							
KPA No	Key Performance Area	KPI No	Key Indicators (KPIs)	Performance	Baseline	Target	Means of Verification
		1.2	% Of valid departmental invoices paid within 30 days of submission to Group Finance for payment ¹⁸		95.73%	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.
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees ¹⁹			1 = 80% (Establishment of a Departmental Training Committee) 2 = 90% (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	Terms of Reference, Minutes, Agendas for the Training Committee. Signed Compliant WSP Annual Training Reports reflecting status and levels trained.
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ ²² in the department		91%	People Management and Empowerment (Compulsory) 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	Assessment report by GCSS

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.

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.

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TOTAL WEIGHING = 50%						
KPA No.	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					5 = 100% compliance, more than 50% of employees achieved 3.1 or more on their set targets	
		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"> Approved Departmental TOR's Appointment letters Agenda and minutes of meetings
		3.3	% Of disciplinary cases resolved within 120 days ²³		1 = >75% 2 = 76 - 80% 3 = 81 - 85% 4 = 86 - 90% 5 = 91 - 100%	Appointment letters of Prosecutor and Presiding Officer Disciplinary sanction
4	Employee safety	4.1	% Compliance to SHE Policy/ Directives to promote health and safety in the department ²⁴		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 5 = 95% - 100% compliance to SHE audits	Quarterly assessment reports by SHELA & FCM tabled at EMT
5	Human Capital Management and Empowerment	5.1	% Compliance with the implementation of EE in departments	40%	1 < 40% ²⁵	Departmental Level

Change Management (Optional)

²³ 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.

²⁴ 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

- List of employees attended training for SHE representatives' course, First Aids, Evacuation Marshalls, and Fire Fighting
- Minutes confirming employees attending SHE Committee meeting
- Progress report on the implementation of the recommended corrective measures
- SLA with JPC to address repairs and maintenance matters of the building
- List of employees referred to Group SHE for pre-employment medical examination, periodic and exit medical examination
- Reporting of injury on duty cases/claims to COID office within 2 days after the incident
- List of employees provided with Personal Protective Equipment
- Reporting of employees tested positive for COVID-19
- Reporting of employees vaccinated for COVID-19
- Confirmation of provision desk screen to maintain social distancing

²⁵ Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.



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TOTAL WEIGHTING = 50%				Means of Verification	
Key Area	Performance No.	Key Indicators (KPIs)	Performance Baseline	Target	Means of Verification
6	Disability Mainstreaming	6.1	New	2 = 41% - 59% ²⁶ 3 = 60% - 79% ²⁷ 4 = 80% - 99% ²⁸ 5 = 100% ²⁹	<ul style="list-style-type: none"> Approved Departmental Action Plan. Manco/SMT Minutes Training Manuals & Presentations DEE&SDF and/or Quarterly Staff meetings' minutes & Annual Schedules Signed Quarterly Progress reports EE Office Level Training Manuals & Presentations Annual EE Report (EEA2 & EEA4) City Group Quarterly Progress reports by EE Unit tabled at EMT Close out report
				1 = 0% - 19% ³⁰ 2 = 20% - 45% ³¹ 3 = 46% - 79% ³² 4 = 80% - 99% ³³ 5 = 100% ³⁴	<ul style="list-style-type: none"> Training Manuals & Presentations Signed Quarterly Progress reports Recruitment reports SAP Reports Memorandum of Understanding (MOU) or Partnership Agreements

Customer Orientation and Customer Focus (Compulsory)

²⁶ Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.
²⁷ 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)
²⁸ Training done in line with the employee's upward mobility requirements.
²⁹ Plan and celebrate annual transformation events e.g. Women's Day, 16th Days of Activism against Women and Children Abuse, National Disability Day etc.
³⁰ Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.
³¹ Awareness creation on Disability to all employees within the department.
³² 0 - 1% of total staff compliment as an improvement to the minimum 2% Disability target
³³ >1% of total staff compliment as an improvement to the minimum 2% Disability target
³⁴ Partnership with external organisation to recruit disability learners or to improve on workplace accessibility

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TOTAL WEIGHTING 50%			
Key Area	Key Performance Indicators (KPIs)	Performance Baseline	Target
7	Customer satisfaction 7.1 % Increase in satisfaction levels ³⁵	62% (2020/21 QoL)	1 = decrease. 2 = no change or <1% increase. 3 = 1% increase. 4 = 2% increase. 5 = > 2% increase.
<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>Mlandu Kona Group Head: Group Governance</p> <p>Signature:  Date: 19 July 2023</p> <p>Floyd Brink City Manager</p> <p>Signature:  Date: 19 July 2023</p>			

³⁵ Every two years the Quality of Life survey is conducted in partnership with GCRO and GPG, and in alternate years a Customer Satisfaction Survey is carried out by COJ with a private sector service provider. 2021/22 (Customer satisfaction survey), 2022/23 (Polling survey) 2023/24 (Quality of Life survey), 2024/25 (Customer satisfaction survey) 2025/26 (Quality of Life survey). An action plan for implementation will be developed following the finalisation of survey results.