

PERFORMANCE AGREEMENT

Made and entered into by and between

THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY

("the City")

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

and

Segala Malahlela

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

4. **PERFORMANCE OBJECTIVES**

- 4.1 The scorecard in Annexure "A" sets out:
- 4.1.1 the performance objectives and targets that must be met by the Acting 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 Acting 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

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dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

- 4.4 The Acting Group Head's performance will, in addition, be measured in terms of contributions to the goals and strategies as set out in the City's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT POLICY

- 5.1 The Parties record that the City has a Performance Management Policy, which may be amended from time to time. It describes the systems and procedures of performance management in the City in which the Acting Group Head will be required to engage in performing their job.
- 5.2 The Acting Group Head agrees to participate in the performance management system that the City adopts or introduces.
- 5.3 The Acting 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, the City Manager and Acting Group Head to perform to the standards required.
- 5.4 The Acting 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 Acting 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 Acting Group Head, a Group Performance Audit Committee and Performance Evaluation Panel have been established to assist the City Manager and in the process of evaluating the Performance of the Acting Group Head.
- 6.2 The performance of the Acting Group Head in relation to their performance agreement shall be reviewed on a quarterly basis as follows:

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| | | |
|----------------|---|--------------------|
| First quarter | : | July – September |
| Second quarter | : | October – December |
| Third quarter | : | January – March |
| Fourth quarter | : | April - June |

- 6.3 The Acting 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 Acting 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 Acting Group Head's performance by the City Manager and Group Performance Audit Committee, as well as the Performance Evaluation Panel and may include recommendations for corrective steps to be taken to improve performance.
- 6.7 The City will be entitled to review and make reasonable changes to the provisions of the performance plan (scorecard) from time to time for operational reasons. The Acting 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 Acting 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 -

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- 7.1 Create an enabling environment to facilitate effective performance by the employee;
- 7.2 Provide access to skills development and capacity building opportunities;
- 7.3 Work collaboratively with the Acting 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 Acting Group Head delegate such powers reasonably required by the Acting 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 Acting Group Head such resources as the Acting 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 Acting Group Head timeously in respect of decisions which will have a significant impact on the performance of the duties of the Acting Group Head.

9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Acting 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 Acting 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 Acting Group Head in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the Acting 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 Acting 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 Acting Group Head to improve their performance.
- 9.6 Where the City Manager is, at any time during the Acting Group Head's employment, not satisfied with the Acting Group Head's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Acting Group Head to attend a meeting with the City Manager.
- 9.7 The Acting Group Head will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Acting 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 Acting 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 Acting 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 Acting Group Head in terms of their contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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

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



Floyd Brink
City Manager

Witness: _____

Witness: _____

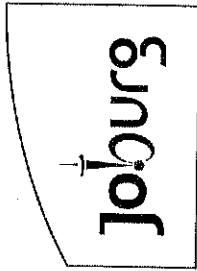
SIGNED at Braamfontein on this the 19th day of July 2023



Segala Malahlela
Acting Group Head

Witness: _____

Witness: _____

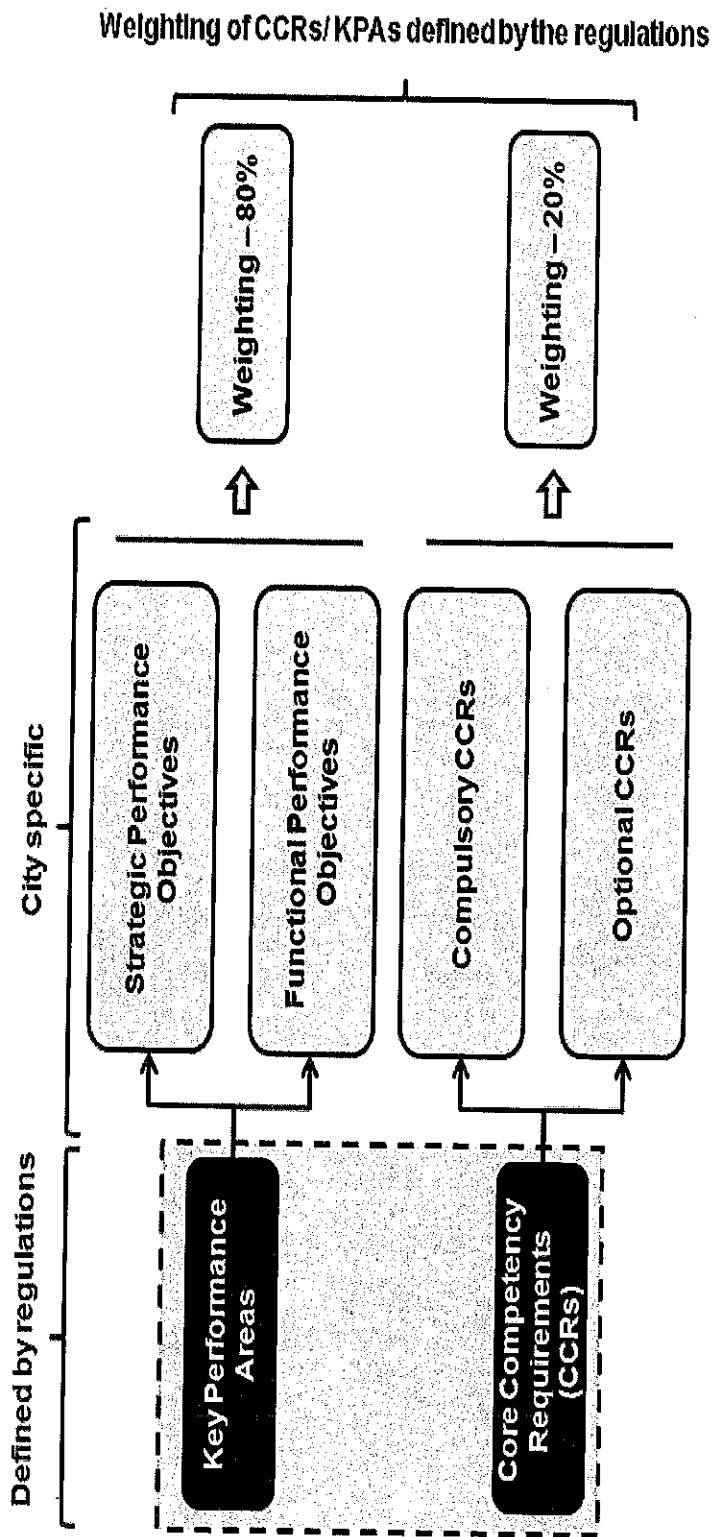


a world class African city

ANNEXURE "A"

| PERFORMANCE SCORECARD – SECTION 57 MANAGER | |
|--|---|
| Employee | Segala Malahele: Acting Group Head |
| Manager | Floyd Brink: City Manager |
| Department | Group Legal and Contracts |
| Position Purpose | Provide legal and contract support services to the City |
| The Period of this performance is from 1 July 2023 to 30 June 2024 | |

The individual performance scorecards shall be made up of Key Performance Areas (KPA) (divided into Functional Performance Objectives (FPO) and Strategic Performance Objectives (SPO)) and Core Competency Requirements (CCR). Therefore, the scorecard is separated into three sections, namely, Functional Performance Objectives, Strategic Performance Objectives and Core Competency Requirements.



Strategic Performance Objectives (SPOs) are those KPAs which are derived from key citywide and sector-based objectives and strategies. Of the total 80% KPA weighting, the relative weighting for SPOs should not be less than 50%. The SPOs are developed to reflect the City's strategic priorities within the individual employee scorecard. Functional Performance Objectives (FPOs) relate to the employee's functional areas, objectives and responsibilities. Of the total 80% KPA weighting, the relative weighting for FPOs should not exceed 30%.

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| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---|---|---------|--|----------|--|---|
| Section 1: Strategic Performance Objectives Total Weighting = 50% | | | | | | |
| 1 | Legal Advisory Services and Citywide Support ¹ | 1.1 | % Achievement of service level standards agreed to with client departments and MIEs ² | 95% | 1 = 50 achievement of service level standards 2 = 90 - 95% achievement of service level standards 3 = 70- 75achievement of service level standards 4 = 97 Achievement of service level standards 5 = 95 - 100% achievement of service level standards | <ul style="list-style-type: none"> Satisfaction survey results signed off by client departments/MIEs Signed off by client departments/ MIEs |
| | | 1.2 | % Compliance to turn-around times in providing legal support within prescribed period ³ | 95% | 1 = 85 - 89% compliance to agreed turn-around times 2 = 90 - 94% compliance to agreed turn-around times 3 = 95 - 96% compliance to agreed turn-around times 4 = 97 - 98% compliance to agreed turnaround times 5 = 99 - 100% compliance to agreed turnaround times | <ul style="list-style-type: none"> Signed daily matter registers indicating compliance with turn-around times Calculation of Turnaround times excel spreadsheet |

¹ Render comprehensive professional legal services (legal advice, opinions, vetting and drafting contracts and reports) to client departments and MOEs and also provide legal training through briefing to such client departments and MIEs

² Agreed standards:

- 1) The designated legal advisor is adequately prepared for meetings.
- 2) The designated legal advisor ensures that reports on agenda are legally in order or alternatively the designated legal advisor recommends amendments to recommendations to make them legally in order
- 3) The designated legal advisor properly advises the department on legal issues.

The turn-around time of the designated legal advisor to render legal advice to the Department is acceptable. (1 = Unacceptable (10%), 2 = Very poor (20%), 3 = Poor (30%), 4 = Less satisfactory (40%), 5 = Satisfactory (50%), 6 = More satisfactory (60%), 7 = Good (70%), 8 = Very good (80%), 9 = Excellent (90%), 10 = Perfect (100%)

³ Turn-around times: Complex matters = 15 days, less complex cases = 8 days, comments = 4 days, general advice = 3 days, minute taking = 5 days

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| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---------|----------------------------------|---------|---|--|---|--|
| 2 | Governance, risk and compliance. | 2.1 | Percentage assessment of new provincial, national bills impacting on the performance of local government. | 85% assessment of the number of new provincial and national bills and acts impacting on the performance of local government. | 1 = 85 - 86% assessment on legislation affecting local government 2 = 87 - 89% assessment on legislation affecting local government 3 = 90 - 93% assessment on legislation affecting local government 4 = 94-95% assessment on legislation affecting local government. 5 = 96 - 100% assessment on legislation affecting local government with proposed amendments. | List of all Acts and Bills published on National & Provincial Government website versus new Acts and Bills distributed to Dept(s) & ME(s). Quarterly progress report |
| | | 2.2 | Percentage of by-laws received from Departments & MEs reviewed | 100% review of all by-laws received | 1 < 80% reviewed 2 = 80% reviewed 3 = 85% reviewed 4 = 90% reviewed 5 = 100% reviewed | <ul style="list-style-type: none"> By-law review progress report Minutes of Council meetings |
| 3 | Governance, Risk and Compliance | 3.1 | Number of departments and MEs briefed on the Group Contract Management Policy and Framework (GCMPPF) ⁴ | 1 = 4 Departments and 2 MEs briefed on the GCMPPF. | 1 = 4 Departments and 2 MEs briefed on the GCMPPF 2 = 5 Departments and 3 MEs briefed on the GCMPPF 3 = 9 Departments and 6 MEs briefed on the GCMPPF 4 = 15 Departments and 9 MEs briefed on the GCMPPF 5 = 19 Departments and 12 MEs briefed on the GCMPPF | <ul style="list-style-type: none"> Quarterly Report on briefings done on contract management implementation process Minutes of meetings of briefings |
| | | 3.2 | Number of City-wide contracts reviewed ⁵ . | 18 contracts reviewed | 1 = 7 contracts reviewed 2 = 10 contracts reviewed 3 = 18 contracts reviewed 4 = 20 contracts reviewed 5 = 23 contracts reviewed | <ul style="list-style-type: none"> Contract register E-mail enclosing first page of reviewed contract sent to Departments and MEs |

⁴ 17 departments and 13 MEs: contract management entails – briefing, creating awareness rendering advisory services and dispute resolution as and when required
⁵ The contracts vary and include NDA, SLA and EBM AGREEMENTS.

| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---------|-------------------------------------|---------|--|--|---|---|
| 4 | Accountability and good governance. | 4.1 | Number of departments counselled on their role in the implementation of the Group Legal Policies and Procedures relating to litigation management. | 1 = 4 Departments and 2 MEs counselled on the litigation management strategy | On revised scorecard 1 = 4 Departments and 2 MEs counselled on the litigation management strategy 2 = 5 Departments and 3 MEs counselled on the litigation management strategy 3 = 9 Departments and 6 MEs counselled on the litigation management strategy 4 = 15 Departments and 9 MEs counselled on the litigation management strategy 5 = 19 Departments and 12 MEs counselled on the litigation management strategy | <ul style="list-style-type: none"> Quarterly Report on briefings done on Group Legal Policies and Procedures relating to litigation management Minutes of meetings of briefings |
| | | 4.2 | % Undertaking of high level ⁶ disciplinary cases citywide ⁷ . | 99% commenced within three months | 1 = 90% commenced within three months 2 = 95% commenced within three months 3 = 97% commenced within three months 4 = 98% commenced within three months 5 = 99 - 100% commenced within three months | Disciplinary matters quarterly report signed off by Labour Relations |
| 5 | Municipal Court | 5.1 | Percentage of successfully prosecuted cases based on the | 96% | 1 = 90% of cases prosecuted 2 = 92% of cases prosecuted | <ul style="list-style-type: none"> Local Contravention Management System and |

⁶ Directors, deputy directors, assistant directors and matters referred by the Acting City Manager

⁷ Up to the point of sanction being delivered

| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---------|----------------------|---------|---|--|--|---|
| | | | number of prosecutable citations issued ⁸ and enrolled at court. | | 3 = 94% of cases prosecuted 4 = 95% of cases prosecuted 5 = 96 - 100% of cases prosecuted | <ul style="list-style-type: none"> Court Roll. |
| 6 | Good Governance | 6.1 | Audit outcome ⁹ | 3= Unqualified Audit opinion without material findings | 1= Adverse Audit report ¹⁰ 2= Qualified Audit Report ¹¹ 3= Unqualified Audit opinion 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) | Departmental Performance Quarterly Report Audited Financial Report Auditor General management report and Audit Report |
| | | 6.2 | % Resolution of the Internal Audit findings | 5 =98% - 100% resolution (including no findings) | 1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% -97% resolution 5 =98% - 100% resolution (including no findings) | Internal Audit and AGSA follow-up dashboard |
| | | 6.3 | % Resolution of the AGSA findings ¹² | 5 =98% - 100% resolution (including no findings) | 1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% -97% resolution 5 =98% - 100% resolution (including no findings) | Internal Audit and AGSA follow-up dashboard |
| | | 6.4 | % Compliance with response timelines for the submission of | New indicator | 1 = 85% compliance 2 = 90% compliance 3 = 100% compliance | GSPCR tracking report signed-off by M&E Unit Head |

⁸ Based on the number of citations issued (Prosecutable cases are those that are properly cited and can be presented for prosecution).

⁹ The opinion may be that given for the department/entity where applicable.

¹⁰ This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

¹¹ This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

¹² This is for only findings classified as matters affecting audit opinion and others important matters

| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|--|------------------------------------|---------|---|--|---|--|
| 7 | Accountability and Good Governance | 7.1 | Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days | 5 = 100% implemented within 30 days or less days | 4 = 100% compliance 2 days earlier 5 = 100% compliance 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 the Head of GFIS |
| | | 7.3 | Turnaround times to respond to oversight & advisory committees' requests GPAC MPAC GAC S79 OCG | 1 = 2 days after 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 | <ul style="list-style-type: none"> Tracking sheet of all requests received indicating status of responses signed by secretariat/chairperson. POCM analysis dashboard |
| FUNCTIONAL PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 30% | | | | | | |

¹³ Relates to response in terms of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report

| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---------|-------------------------------------|---------|---|---|--|---|
| 1 | Procurement and Contract Management | 1.1 | Percentage management of contracted supplier contract within the department ¹⁴ | 5 = 100% management of all contracts without incurring and deviations ¹⁵ . | 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"> Adjudication report on the appointment of panel of service providers |
| | | 1.2 | Acquisition of goods and services as per the approved demand plan | 1 = Acquisition plan | 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"> Opex demand plan for 22/23 Departmental Quarterly Acquisition Status Reports SCM Assessment reports |
| 2 | JIFW Strategy Implementation | 2.1 | Percentage reduction in historical expenditure reported 30 June 2023 | 5=100% | 1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100% | JIFW compliance register |
| | | 2.2 | Percentage reduction in current and/or new expenditure | 5=100% | 1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100% | |

¹⁴ 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.

¹⁵ New contract secured/ appointed (not through deviation or regulation 32 or 36) within a month or two of expiry of old contract.

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

| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---------|---|---------|--|-----------------|--|---|
| 3 | Risk Management | 2.3 | Percentage reduction in historical Irregular expenditure reported 30 June 2023 | 100% | 1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above | Top 5 Strategic risks as well as operational risk registers |
| | | | | 100% | 1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100% | |
| | | 2.4 | Percentage reduction in current and/or new Irregular expenditure | 100% | 1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above | |
| | | 2.5 | Percentage reduction in historical Fruitless and Wasteful expenditure reported 30 June 2022 | 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% | |
| | | 3.1 | % Of risks mitigation strategies action plan for departmental top strategic risks implementation towards the reduction of departmental risks | 40% 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 | |
| 4 | Departmental performance monitoring and reporting | 4.1 | % Of departmental SDBIP escalated matters resolved | New indicator | 1 < 75% resolved 2 = 75% - 84% resolved 3 = 85% - 89% resolved 4 = 90% - 99% resolved 5 = 100% resolved | Mitigation plans reflecting the status of resolution signed by the HoD approved by the CM |

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| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---------|----------------------|---------|--|----------------|---|---|
| 5 | Policies | 5.1 | % Management ¹⁷ of policies in the department | New indicator | <p>1 < 85% (some policies expired/not implemented)</p> <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> | <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 | <p>1 < 80% Compliance with mSCOA data quality for NT strings submission</p> <p>2 = 80% Compliance with mSCOA data quality for NT strings submission</p> <p>3 = 85% Compliance with mSCOA data quality for NT strings submission</p> <p>4 = 90% Compliance with mSCOA data quality for NT strings submission</p> | <p>Quarterly reports</p> <p>mSCOA compliance</p> |

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

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| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|--|------------------------|---------|---|--|--|--|
| SECTION 3: CORE MANAGERIAL COMPETENCIES TOTAL WEIGHTING = 20% | | | | | | |
| Financial Competence (Compulsory) | | | | | | |
| 1 | Expenditure Management | 1.1 | % Spent of allocated departmental Opex budget | 84% Opex spent | 1 < 93% 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"> Opex demand plan for the year Invoices |
| | | 1.2 | Percentage of valid invoices paid within 30 days of submission to Group Finance ¹⁸ | 80% 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 | Consolidated quarterly invoice payment dashboard |
| People Management and Empowerment (Compulsory) | | | | | | |
| 2 | Skills Development | 2.1 | % Implementation of skills development initiatives for CoJ employees. | 80% (Establishment of Departmental Training Committee) | 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 ¹⁹) | <ul style="list-style-type: none"> E-mail communication on skills development related activities Meetings register PMS training schedule for levels 3&4 Wits/ Mandela institute applications |

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 General training to improve skills including Individual Learning Plans trainings.

| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|---------|----------------------|---------|---|---------------|--|--|
| 3 | People Management | 3.1 | % Compliance to the performance management cycle as per the policy for employees of the CoJ ²¹ | 0% | 4 = 90% implementation (of Departmental Workplace Skills Plan and all competency gaps identified in the skills audits including for level 5 – 6 employees ²⁰) 5 = 95% implementation (of all competency gaps identified in the skills audits including for level 5 – 6 employees) | PMS Close-Out Assessment report by GCSS |
| | | 3.2 | % Establishment of the Departmental Performance 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 | Percentage of disciplinary cases resolved within 90 days ²² | 0% | 1 = <75% 2 = 75 - 80% 3 = 81 - 85% 4 = 86 - 90% 5 = 90 - 100% | <ul style="list-style-type: none"> Appointment letters of Prosecutor and Presiding Officer Disciplinary sanction |

²⁰ 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.
²¹ This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.
²² 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.

BSPM

| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|-------------------------------------|--|---------|---|------------------------------|---|---|
| 4 | Employee safety | 4.1 | Percentage compliance to SHE guidelines in terms of averting fatalities in the department ²³ | 91% compliance to SHE audits | 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 |
| Change Management (optional) | | | | | | |
| 5 | Human Capital Management and Empowerment | 5.1 | % Compliance with the implementation of EE in departments | 40% ²⁴ | 1 = 20% ²⁵ 2 = 40% ²⁶ 3 = 60% ²⁷ 4 = 80% ²⁸ 5 = 100% ²⁹ | EMT 2021/22 EE close-out report |
| 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 indicator | 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 |

²³ This relates to injuries classified as fatalities by SHELA. The department to engage SHELA for guidelines.

²⁴ Implementation of numerical targets (Race, Gender and Disability) and non-numerical targets (Affirmative Action measures) as stipulated in the Departmental EE Plan; Create awareness to all employees on EE, Gender and Disability issues, establish functional EE, Disability and Gender structures and the develop 2019-2024 departmental EE Plan;

²⁵ Implementation of numerical targets (Race, Gender and Disability) and non-numerical targets (Affirmative Action measures) as stipulated in the Departmental EE Plan; Quarterly progress reports on the implementation of EE, Disability and Gender in the department (Monitoring and Evaluation of progress made);

²⁶ Integration of EE and training to affirm employees from the designated group to address identified gaps; and

²⁷ Develop integrated and coordinated transformational activities.

²⁸ Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.

²⁹ Awareness creation on Disability to all employees within the department.



³⁰ 0 - 1% of total staff complement as an improvement to the minimum 2% Disability target

³¹ >1% of total staff complement as an improvement to the minimum 2% Disability target

³² Partnership with external organisation to recruit disability learners or to improve on workplace accessibility

³³

³⁴

| KP A No | Key Performance Area | KPI No. | Key Performance Indicators (KPIs) | Baseline | Target | Means of Verification |
|--|-----------------------|---------|--|-----------------------------|---|---|
| Customer Orientation and Customer Focus (Compulsory) | | | | | | |
| 7 | Customer satisfaction | 7.1 | Percentage increase in satisfaction levels | 62% (2020/21 Q0L) | 1 = decrease 2 = no change or <1% increase 3 = 1% increase 4 = 2% increase 5 > 2% increase | <ul style="list-style-type: none"> Memorandum of Understanding (MOU) or Partnership Agreements |
| <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> | | | | | | |
| Segala Malahlela Acting Group Head | | | Signature:  | | Signature:  Date: 19 July 2023 | |
| | | | | Floyd Brink City Manager | | |