

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

Patrick Phophi

("the Executive Director")

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 Executive Director 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 Executive Director 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 Executive Director;
 - 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 Executive Director in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

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4.4 The Executive Director'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 Executive Director will be required to engage in performing their job.

5.2 The Executive Director agrees to participate in the performance management system that the City adopts or introduces.

5.3 The Executive Director 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 Executive Director to perform to the standards required.

5.4 The Executive Director 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 Executive Director'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 Executive Director, 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 Executive Director.

6.2 The performance of the Executive Director in relation to their performance agreement shall be reviewed on a quarterly basis as follows:

First quarter : July – September

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Second quarter	:	October – December
Third quarter	:	January – March
Fourth quarter	:	April - June

- 6.3 The Executive Director must avail themselves for scheduled performance reviews. Failure to do so, may result in the City Manager concluding on the Executive Director's review in absentia and the outcome of the review is final.
- 6.4 The City Manager shall ensure that the Group Performance Audit Committee be convened to conduct review sessions on the performance of the Executive Director 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 Executive Director'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 Executive Director 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 Executive Director 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.

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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 Executive Director 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 Executive Director delegate such powers reasonably required by the Executive Director to enable them to meet the performance objectives and targets established in terms of the agreement; and
- 7.5 Make available to the Executive Director such resources as the Executive Director 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 Executive Director timeously in respect of decisions which will have a significant impact on the performance of the duties of the Executive Director.

9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Executive Director'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 Executive Director 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 Executive Director in accordance with the City's policy and system referred to in this agreement.

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- 9.4 Should the Executive Director 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 Executive Director not be entitled to a performance bonus in line with the Executive Director 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 Executive Director to improve their performance.
- 9.6 Where the City Manager is, at any time during the Executive Director's employment, not satisfied with the Executive Director's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Executive Director to attend a meeting with the City Manager.
- 9.7 The Executive Director will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Executive Director'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 Executive Director 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

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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 Executive Director 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 Executive Director in terms of their contract or 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: _____

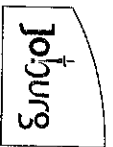
SIGNED at Braamfontein on this the 19th day of July 2023



Patrick Phophi
Executive Director

Witness: _____

Witness: _____



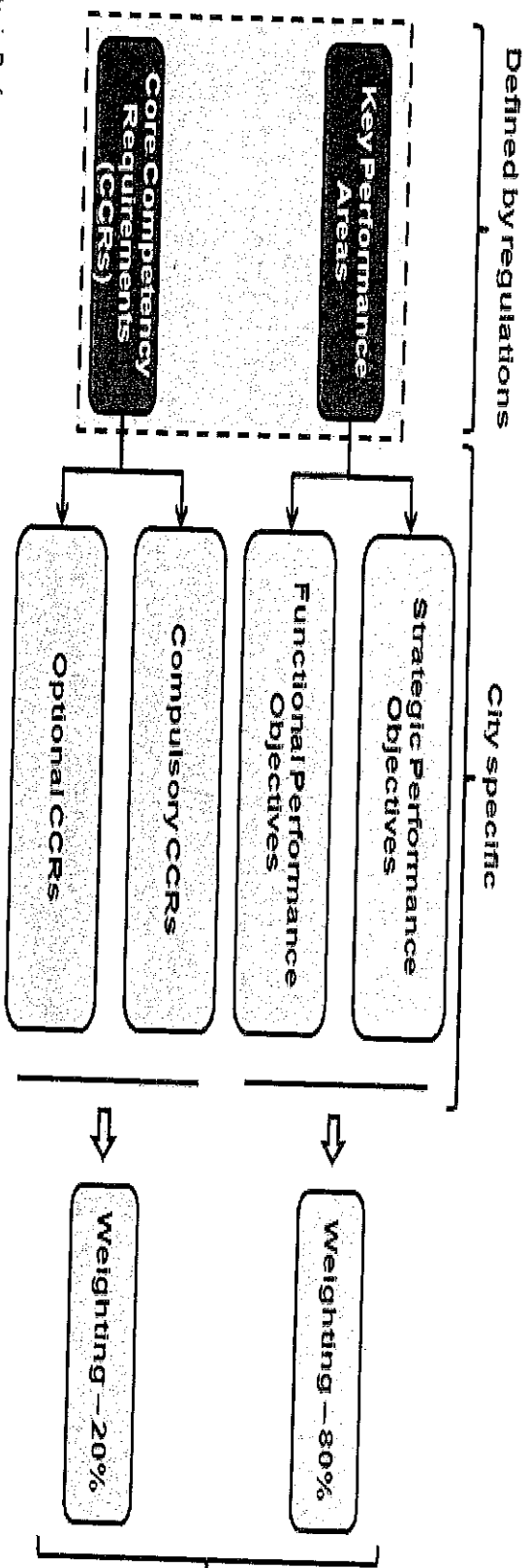
PERFORMANCE SCORECARD

Employee	Executive Director: Human Settlements: Patrick Phophi
Manager	City Manager: Floyd Brink
Department	Human Settlement
Responsibilities	<ul style="list-style-type: none"> • Upgrading of informal settlements • Construction of housing opportunities for the underprivileged • Development of serviced sites • Registration of title deeds (subsidized stands and units) • Issuing of Title deeds to the beneficiaries • Refurbishment of flats • Refurbishment of retirement villages • Number of Alternative Housing units constructed within the Inner City • Acquisition of land for human settlements developments • Management of informal settlements • Collection of rentals from housing stock tenants
<p>The period of this Performance Plan is from 1 July 2023 to 30 June 2024</p>	

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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.



Weighting of CCRS/KPAs defined by the regulations

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

Functional Performance Objectives (FPOs) relate to the employee's functional areas, objectives and responsibilities. Of the total 80% KPA weighting, the relative weighting for FPOs should not exceed 30%.

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SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES (SPOS)

KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
1.	Upgrading of Informal settlements	1.1	Number of informal settlement households provided with water	New indicator	1 = 1000 households 2 = 1200 households 3 = 1350 households 4 = 1400 households 5 = 1500 households	Completion certificates (Bulk components, internal services) and letter from Developer or MOE
		1.2	Number of informal settlement households provided with electricity	New indicator	1 = 1000 households 2 = 1200 households 3 = 1370 households 4 = 1400 households 5 = 1500 households	Completion certificates (Bulk components, internal services) and letter from Developer or MOE
		1.3	Number of informal settlement households provided with sanitation	New indicator	1 = 1000 households 2 = 1200 households 3 = 1370 households 4 = 1400 households 5 = 1500 households	Completion certificates (Bulk components, internal services) and letter from Developer or MOE
2.	Increase the delivery of housing	2.1	Number of serviced sites developed ¹ +Circular 88	150	1 = 100 2 = 150 3 = 250 4 = 275 5 = 280	Completion Certificates
		2.2	Number of mixed housing units constructed ² +Circular 88	3135	1 = 2300 2 = 2400 3 = 2850 4 = 2900 5 = 2950	Provincial quality inspection report or Letter of confirmation from Developers
3.	Title deeds transferred to eligible beneficiaries	3.1	Number of title deeds issued to the beneficiaries.	2811	1 = 1200 2 = 1300 3 = 1500 4 = 1550	- Database of Title deeds issued register or letter and database from Province

¹ Circular 88 wording: Number of serviced sites – target 250.

² Including Southern Farms. Circular 88 wording: Number of subsidized housing units constructed using various HS programmes – target 2850.

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KPA/ SPO No	Key Performance Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
4.	Housing rental stock and temporary accommodation	4.1	Number of Housing Stock (Hostels and Senior Citizens) Rehabilitated	5	5 = 1600 1 = 2 2 = 3 3 = 4 4 = 6 5 = 8	Completion certificates or letter from the developer or Happy Letter(s)
		4.2	Number of Flats rehabilitated	10	1 = 4 2 = 6 3 = 8 4 = 10 5 = 12	Completion certificates or letter from the developer or Happy Letter(s)
5	Economic sustainability	5.1	Number of EPWP job opportunities created through the departmental projects ³	438	1 = 200 2 = 250 - 300 3 = 301 - 350 4 = 351 = 400 5 = 450	<ul style="list-style-type: none"> Cumulative participants listing Certified ID copy Copy of contract of employment Attendance register Proof of payment
		5.2	Number of SMMEs supported through the departmental projects ⁴	14	1 = 21 2 = 22 3 = 25 4 = 28 5 = 30	<ul style="list-style-type: none"> Financial support: <ul style="list-style-type: none"> Signed-off main contract or sub-contract; or Purchase order(s), or invoice(s) or payment report(s) Non-Financial Support <ul style="list-style-type: none"> Training /workshops & exhibitions = attendance registers Non-Financial Support <ul style="list-style-type: none"> Business consultation reports on

³ The department to engage and comply with DED guidelines and criteria.

⁴ Financial support: would be provision of contracts or sub-contracting to SMMEs or facilitating or providing funding for SMME.

Non-financial support: Support refers to interventions provided to SMMEs and Cooperatives, which are training or workshops, support to exhibit, business development information, advice and referrals, facility usage (i.e. internet, boardroom and training room) and incubation or workspace. COJ Core Departments and Municipal Owned Entities (including their contractors and sub-contracts) collect and report data to the Department of Economic Development

⁵ Each department and ME to set their own target.

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KPA/ SPO No	Key Performance Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
6	Regional Service Delivery Profile	6.1	% Monitoring of the service delivery profile aligned to Capex and Opex expenditure	New indicator	<p>1 = 70% Service Delivery Profile developed and monitored</p> <p>2=90% Service Delivery Profile developed and monitored</p> <p>3=100% Service Delivery Profile developed and monitored</p> <p>4=Up to 50% of projects completed</p> <p>5>50% of the projects completed</p>	<p>Business consultation, business registration and compliance, business planning and market research, back-office support: accounting, legal; advice and mentorship, coaching, tendering assistance, funding facilitation</p> <ul style="list-style-type: none"> Database of projects per region Quarterly Implementation Reports per region
7.	Accountability and Good Governance	7.1	% Implementation of the ombudsman's recommendations ⁹	100%	<p>1 = less than 50% implemented within 90 days or more days</p> <p>2 = 50% - 84% implemented within 90 days or more days</p> <p>3 = 85% - 100% implemented within 90 days</p> <p>4 = 100% implemented within 60 days</p> <p>5 = 100% implemented within 30 days or less days</p>	<p>Quarterly dashboard of the Ombudsman's recommended cases implemented signed-off by the Ombudsman.</p>

⁹ 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/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
		7.2	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	50%	1 = less than 50% implemented within 90 days or more days 2 = 50% - 84% implemented within 90 days or more days 3 = 85% - 100% implemented within 90 days 4 = 100% implemented within 60 days 5 = 100% implemented within 30 days or less days	GFIS Dashboard of concluded investigations Copy of concluded investigation report Acknowledgment of receipt by clients Implementation plan by clients. Implementation/status report signed off by HOD/CEO.
		7.3	Turnaround times to respond to oversight & advisory committees' requests GPAC MPAC GAC S79 Committees	No matters recorded	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	Quarterly monitoring report signed off by signed-off by the Head of GFIS POCM analysis dashboard tabled at EMT
8	Circular 88	8.1	% Circular 88 specified indicators achieved ⁷	New Indicator	1 < 70% resolution 2 = 75% - 80% resolution 3 = 85% - 90% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution	Department Quarterly Performance Report
9	Good Governance	9.1	Audit opinion ⁸	Unqualified Audit Report	1 = Adverse Audit report ⁹ 2 = Qualified Audit Report ¹⁰ 3 = Unqualified without material	AG Management Letter

⁷ Circular 88 KPI are: Ha of land for Human Settlements in Priority Housing Development Areas - target 0.8Ha; Number of title deeds registered - target 3500; Number of Informal Settlement assessed- target 10 and Number of Informal Settlements upgraded to Phase 2 - target 3.
⁸ The opinion may be that given for the department/identity where applicable.
⁹ This is where AGSA is unable to and does not express an audit opinion due to uncertainty.
¹⁰ This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

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KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification					
10	Oversight on Municipal Entities	10.1	Number of oversight reports on cluster MIEs • Joburg Social Housing Co	New Indicator	<ul style="list-style-type: none"> 1= No report 2= 1 report 3= 2 report 4= 3 reports 5= 3 reports plus Consolidated 	<ul style="list-style-type: none"> • Oversight reports • Consolidated Annual Report 					
							9.4	% Compliance with response timeliness for the submission of the Annual Performance Report ¹³	100% compliance	<ul style="list-style-type: none"> 1 < 90% compliance 2 = 90% - 99% compliance 3 = 100% compliance 4 = 100% compliance 2 days earlier 5 = 100% compliance 3 days earlier 	GSPCR tracking report signed-off by GH
							9.3	% Resolution of external (AGSA) audit findings ¹²	75%	<ul style="list-style-type: none"> 1 < 85% resolution (including no findings) 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution 	<ul style="list-style-type: none"> • GAC Internal Audit Report on Findings • Minutes
							9.2	% Resolution of internal audit findings ¹¹	31%	<ul style="list-style-type: none"> 1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution 	<ul style="list-style-type: none"> • GAC Internal Audit Report on Findings • Minutes

¹¹ These are findings by internal audit only that are picked up on an ongoing basis.

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

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

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KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO) (TOTAL WEIGHTING = 30%)						
1	Procurement and Contract Management	1.1	Percentage management of contracted supplier contract within the department ¹⁴	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 ¹⁵	Status of the Contracts Register Sign-off by the OGCFD
		1.2	% Compliance to acquisition of goods and services as per the approved demand plan	Procurement delayed	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"> Approved Acquisition plan Departmental Quarterly Acquisition Status Reports SCM Assessment reports
2	UJFW Strategy Implementation	2.1	Percentage reduction in historical Unauthorised expenditure reported 30 June 2023	100%	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	UJFW report tabled at GAC and GPAC
		2.2	Percentage reduction in current and/or new Unauthorised expenditure	100%	1=<80% 2=81-84% 3=85-95%	

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.

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KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
		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	GRGC Risk analysis reports and Minutes
		2.4	Percentage reduction in current and/or new Irregular expenditure	100%	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	
		2.5	Percentage reduction in historical Fruitless and Wasteful expenditure reported 30 June 2023	100%	1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above	
		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 implemented towards the reduction of departmental risks	30%	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	
		4.1	% Of departmental SDBIP escalated matters resolved	New indicator	1 < 75% resolved 2 = 75% - 84% resolved 3 = 85% - 89% resolved 4 = 90% - 99% resolved	
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	<ul style="list-style-type: none"> Mitigation plans reflecting the status of resolution signed by the HoD approved by the CM

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KPA/ SPO No	Key Performance Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
5	Policies	5.1	% Management ¹⁶ s of policies in the department	New indicator	5 = 100% resolved	<ul style="list-style-type: none"> Database of all policies and their status Progress reports
6	mSCOA reporting	6.1	% Compliance with mSCOA reporting timeliness	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>5 = 100% Compliance with mSCOA data quality for NT strings submission</p>	<ul style="list-style-type: none"> Quarterly mSCOA compliance reports
SECTION 3: CORE COMPETENCY REQUIREMENTS (TOTAL WEIGHTING = 20%)						

¹⁶ Management entails implementation, timeous reviews and merging and / or discarding redundant policies where applicable.

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KPA/ SPO No.	Key Performance Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification	
1	Expenditure Management	1.1	% Spent of allocated departmental Capex ¹⁷	99.8%	1 < 93% Capex spent 2 = 93% - 94% Capex spent 3 = 95% - 97% Capex spent 4 = 98% - 99% Capex spent 5 = 100% Capex spent	<ul style="list-style-type: none"> SAP Report Midyear and Annual financial expenditure report by Group Finance 	
		1.2	% Spent of allocated departmental Opex budget	98%	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"> SAP Report Midyear and Annual financial expenditure report by Group Finance 	
		1.3	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment ¹⁸	76%	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	People Management and Empowerment (Compulsory)					<ul style="list-style-type: none"> Terms of Reference, Minutes, Agendas for the Training Committee; Signed Compliant WSP Annual Training Reports reflecting status and levels trained.
		2.1	% Implementation of skills development initiatives for CoJ employees ¹⁹	<100%	1 = Establishment of a Departmental Training Committee 2 = Development and sign off a Departmental Workplace Skills Plan		

¹⁷ This is applicable to departments with large capex budget – threshold to be determined.

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.

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KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	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 CoJ ²² in the department	0%	3 = 100% Implementation of a Departmental Workplace Skills Plan ²⁰ 4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees ²¹ 5 = 80% implementation of all competency gaps identified in the skills audits for level 5 – 6 employees 1 = <65% 2 = 65% - 84% 3 = 85% - 100% 4 = 100% compliance, up to 50% of employees achieved 3.1 or more on their set targets 5 = 100% compliance, more than 50% of employees achieved 3.1 or more on their set targets	<ul style="list-style-type: none"> Assessment report by GCSS
		3.2	Percentage of disciplinary cases resolved within 120 days ²³	0.05%	1 = >75% 2 = 75 - 80% 3 = 81 - 85% 4 = 86 - 90% 5 = 90 - 100%	<ul style="list-style-type: none"> Appointment letters of Prosecutor and Presiding Officer Disciplinary sanction
4	Employee safety	4.1	Percentage compliance to SHE Policy/ Directives to promote health and safety in the department ²⁴	30%	1 = 40% compliance to SHE audits 2 = 60% compliance to SHE	<ul style="list-style-type: none"> Quarterly assessment reports by SHEILA & FCM tabled at EMT

²⁰ General training to improve skills including Individual Learning Plans trainings.
²¹ This is specific to outcomes of the skills audits conducted. The HoD must ensure that employees within the department comply and participate as per the GCSS programme.
²² This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.
²³ The counting begins with the change (change 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
1. List of employees attended training for SHE representatives' course, First Aids, Evacuation Marshalls, and Fire Fighting

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KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
5	Human Capital Management and Empowerment	5.1	% Compliance with the implementation of EE in departments	85,7%	audits 3 = 80% - 89% compliance to SHE audits 4 = 90% - 94% compliance to SHE audits 5 = 95% - 100% compliance to SHE audits	Departmental Level <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 <ul style="list-style-type: none"> Training Manuals & Presentations Annual EE Report (EEA2 & EEA4)

Change Management (optional)

- 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

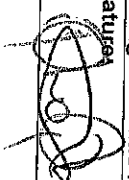

²⁵ Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.
²⁶ Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.
²⁷ Consultation with the Departmental 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.

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KPA/ SPO No	Key Performance Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline Achieved	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 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"> City Group Quarterly Progress reports by EE Unit tabled at EMT Close out report Training Manuals & Presentations Signed Quarterly Progress reports Recruitment reports SAP Reports Memorandum of Understanding (MOU) or Partnership Agreements
Customer Orientation and Customer Focus (Compulsory)						
7	Customer satisfaction	7.1	Percentage increase in customer satisfaction levels ¹	62% (QoL 2020/21)	1 = decrease. 2 = no change or <1% increase. 3 = 1% increase. 4 = 2% increase. 5 = > 2% increase.	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>						
Patrick Phophi Executive Director: Human Settlements			Signature:		Floyd Brink City Manager	
			Signature:		Date: 19 July 2023	

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 complement as an improvement to the minimum 2% Disability target.
³³ >1% of total staff complement 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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KPI/ SPO No	Key Performance Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline Achieved	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 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"> City Group Quarterly Progress reports by EE Unit tabled at EMT Close out report Training Manuals & Presentations Signed Quarterly Progress reports Recruitment reports SAP Reports Memorandum of Understanding (MOU) or Partnership Agreements
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