

**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

**Andile Gobinca**

("the Acting Secretary to Council")

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 Secretary to Council 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 Secretary to Council 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 Secretary to Council;
  - 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 Secretary to Council 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 Acting Secretary to Council, 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.

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- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year.
- 3.3 This Agreement will terminate on the termination of the City Manager's contract of employment regardless of the reason for such termination.
- 3.4 The content of this agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this agreement are no longer appropriate, the contents shall be revised.
- 4. PERFORMANCE OBJECTIVES**
- 4.1 The scorecard in Annexure "A" sets out:
- 4.1.1 the performance objectives and targets that must be met by the Acting Secretary to Council; 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 Secretary to Council and are based on the Growth and Development Strategy, Integrated Development Plan, Mayoral Priorities Service Delivery and Budget Implementation Plan (SDBIP) and Budget of the City, and include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Acting Secretary to Council'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 Acting Secretary to Council will be required to engage in performing their job.
- 5.2 The Acting Secretary to Council agrees to participate in the performance management system that the City adopts or introduces.
- 5.3 The Acting Secretary to Council 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 Acting Secretary to Council to perform to the standards required.
- 5.4 The Acting Secretary to Council 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 Secretary to Council'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 Secretary to Council, a Group Performance Audit Committee / Performance Evaluation Panel has been established to assist the City Manager and in the process of evaluating the Performance of the Acting Secretary to Council.
- 6.2 The performance of the Acting Secretary to Council 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 Acting Secretary to Council must avail themselves for scheduled performance reviews. Failure to do so, may result in the City Manager concluding on the Acting Secretary to Council'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 Acting Secretary to Council 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 Secretary to Council'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 Acting Secretary to Council 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 Secretary to Council performance at any stage while the contract of employment remains in force.
- 6.9 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.10 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA and CCR should be assessed according to the extent to which the specified standards or performance indicators have been met.

## 7. OBLIGATIONS OF EMPLOYER

The City must -

- 7.1 Create an enabling environment to facilitate effective performance by the employee.
- 7.2 Provide access to skills development and capacity building opportunities.
- 7.3 Work collaboratively with the Acting Secretary to Council 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 Secretary to Council delegate such powers reasonably required by the Acting Secretary to Council to enable them to meet the performance objectives and targets established in terms of the agreement; and

- 7.5 Make available to the Acting Secretary to Council such resources as the Acting Secretary to Council 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 Secretary to Council timeously in respect of decisions which will have a significant impact on the performance of the duties of the Acting Secretary to Council.

## 9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Acting Secretary to Council's performance will form the basis for rewarding performance or correcting unacceptable performance.
- 9.2 Non-financial performance rewards may be awarded or a performance bonus not exceeding 14% may be paid to the Acting Secretary to Council in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement, whichever is applicable as per the contract of employment.
- 9.3 An increase may be awarded to the Acting Secretary to Council in accordance with the City's policy and system referred to in this agreement, where applicable.
- 9.4 Should the Acting Secretary to Council be entitled to non-financial performance rewards or bonus referred to in paragraph 9.2, this will be implemented after the tabling of the annual report.
- 9.4.1 However, should the Acting Secretary to Council not be entitled to a performance bonus in line with the Acting Secretary to Council 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 Acting Secretary to Council to improve their performance.
- 9.6 Where the City Manager is, at any time during the Acting Secretary to Council's employment, not satisfied with the Acting Secretary to Council's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Acting Secretary to Council to attend a meeting with the City Manager.
- 9.7 The Acting Secretary to Council will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Acting Secretary to Council'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 Secretary to Council 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 Secretary to Council 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**

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- 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 Secretary to Council in terms of their contract or employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

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

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



\_\_\_\_\_  
**Floyd Brink**  
**City Manager**

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

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

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



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**Andile Gobinca**  
**Acting Secretary to Council**

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

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



a world class African city

Annexure A

PERFORMANCE SCORECARD

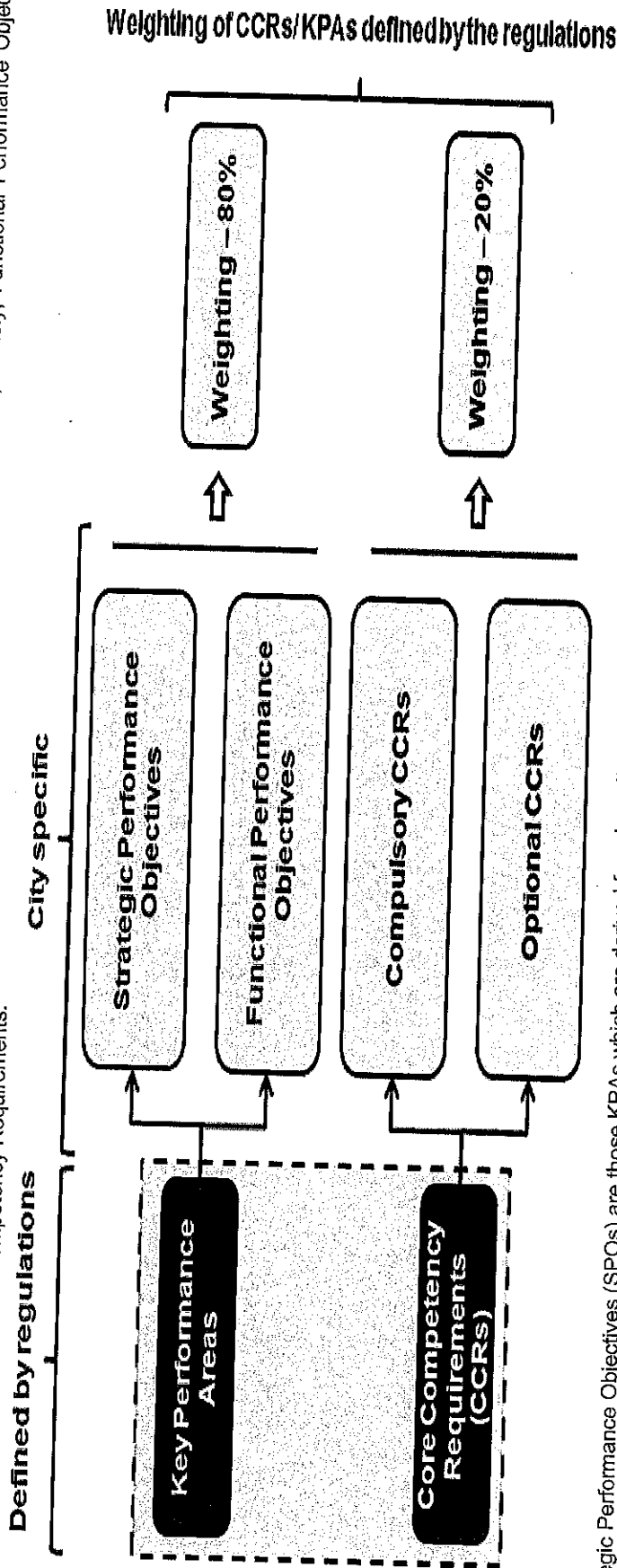
<b>Employee</b>	Andile Gobinca: Acting Secretary to Council
<b>Manager</b>	Floyd Brink: City Manager
<b>Department</b>	CoJ: Legislature
<b>Position purpose</b>	To direct and lead the Office of the Speaker, by developing, implementing, coordinating, facilitating and promoting best practice strategies, structures, mechanisms, policies, procedures, practices, programmes/ interventions and culture, in order to strengthen the Legislative Arm, of the City of Johannesburg, through the research, development and implementation of the best practice systems and processes of oversight and scrutiny; public participation; and by-law making.

The period of this Performance Plan is from 1 July 2023 to 30 June 2024

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The individual performance scorecards shall be made up of Key Performance Areas (KPA) (divided into Functional Performance Objectives (FPO) and Strategic Performance Objectives (SPO)) and Core Competency Requirements (CCR). 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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KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 50%)</b>						
1.	Legislative oversight and accountability role over the Executive.	1.1	% Compliance with Sec 18 (2) of the Municipal Structures Act (Council must meet at least once per quarter)	100%	1= 50% 2= 80% 3= 100% 4= 100% <sup>1</sup> 5=100% <sup>2</sup>	1. Council meeting minutes 2. Council meeting notices 3. Approved Council annual planner
1.2		Number of oversight visits conducted by Section 79 Committees	27	1= <10 2= 20 3= 27 4= 35 5= 40	Committee oversight visit reports	
1.3		Number of Sec79 Committees Quarterly Oversight Reports produced on the Departments and MOEs quarterly performance reports and submitted to Council.	52	1= <30 2= 40 3= 52 4= 52 <sup>3</sup> 5= 52 <sup>4</sup>	Sec79 Committee Quarterly Oversight Reports.	
1.4		Number of oversight report produced on the annual report and submitted to Council	1	1= 1 2= 1 3= 1 <sup>5</sup> 4= 1 <sup>6</sup> 5=1 <sup>7</sup>	1. MPAC process plan for the consideration of the Annual Report 2. MPAC's oversight report on the City's Annual Report. 3. Minutes of MPAC and/or Council.	

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<sup>1</sup> 10 Council meeting held in 2021/22 financial year

<sup>2</sup> More than 10 Council meeting held in 2021/22 financial year

<sup>3</sup> All Sec79 Committee quarterly reports approved by respective Committee and Council

<sup>4</sup> Recommendation (Council resolutions) emanating from Sec79 Committee oversight reports implemented by the Executive (resolution tracking)

<sup>5</sup> MPAC oversight report on the City's 2020/21 Annual Report approved by Council before June

<sup>6</sup> Tabling of the MPAC oversight report on the City's 2020/21 Annual Report to Council with all Sec79 Committees annexures

<sup>7</sup> Referral of MPAC resolutions to the Executive.

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KPA/SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2.	Public participation in the City of Johannesburg governance.	2.1	Number of IDP and Budget Regional Summits provided with logistical support.	8	1= 3 2= 5 3= 8 4= 8 Regional Summits and 2 Sector based sessions. 5= 8 Regional Summits and 5 Sector based sessions	1. Council approved IDP and Budget process plan 2. Report on the Regional IDP/CPB Public meetings held
		2.2	Percentage improvement in the level of participation by the citizens of the City.	22.16%	1= 0% improvement 2= <1% improvement 3= 4% improvement 4= 6% 5= 8%	1. Attendance registers (public engagement sessions) 2. Report on the citizen participation (Community Based Planning; IDP Outreach; By-laws Engagements; Civic Education Sessions
		2.3	Number of legislature outreach events attended by the Legislature political leadership	40	1= <20 2= 30 3= 40 4= 50 5= 60	1. Outreach events reports 2. Quarterly performance report
3	Councillor Compliance	3.1.	Percentage monitoring of enforcement of the Councillors' code of conduct	77%	1= 40% of monitoring of compliance. 2= 60% of monitoring of compliance. 3= 100% <sup>8</sup> monitoring of compliance 4= 100% <sup>9</sup> monitoring of compliance 5= 100% <sup>10</sup> monitoring of compliance	1. Reports on Cllrs in arrears <sup>11</sup> 2. Reports on Cllr breach of the Code of conduct (investigation) tabled at Ethics Committee. 3. Minutes of the Ethics Committee meetings. 4. Register of Declaration of Cllr Financial Interests 5. The speaker report on the outcome of the investigation to the MEC for local government

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<sup>8</sup> 100% compliance with Cllrs code of conduct in terms of Section 12A of the Municipal Systems Act.

<sup>9</sup> All reports related to Cllr code of conduct tabled at Ethics Committee.

<sup>10</sup> All reports related to Cllr code of conduct tabled to Council. And Council approve the register of Councillors financial interests.

<sup>11</sup> In terms of Section 12A of the Municipal Systems Act, A Councillor may not be in arrears for rates and service charges for more than 90 days. Councillors who are in arrears to the City contravene the Code of Conduct

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KPA/ SPO No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
4	Accountability and Good Governance	4.1	% Implementation of the ombudsman's recommendations <sup>12</sup>	100%	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	Quarterly dashboard of the Ombudsman's recommended cases implemented signed-off by the Ombudsman
		4.2	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	36% departments	1 = less than 50% implemented within 90 days or more days 2 = 50% - 84% implemented within 90 days or more days 3 = 85% - 100% implemented within 90 days 4 = 100% implemented within 60 days 5 = 100% implemented within 30 days or less days	1. GFIS Dashboard of concluded investigations 2. Copy of concluded investigation report 3. Acknowledgment of receipt by clients 4. Implementation plan by clients. 5. Implementation/status report signed off by HOD/CEO. 6. Quarterly monitoring report signed off by signed-off by the Head of GFIS
		4.3	Turnaround times to respond to oversight & advisory committees' requests  GPAC MPAC GAC S79 Committees	3	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	1. Tracking sheet of all requests received indicating status of responses signed by secretariat/chairperson. 2. POCM analysis dashboard tabled at EMT

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<sup>12</sup> Department/Entity/ Employee must provide the Office of the Ombudsman with a written confirmation within 14 days of receiving the recommended corrective action stating if the recommended corrective action will be implemented or not. In the event that the recommendation will not be implemented a compressive report must be written to the Ombudsman stating why the recommended corrective action will not be implemented. The recommendations may include but not limited to negotiations, conciliation or mediation, apology, action that may result in disciplinary measures and any other justified way to obtain a settlement. Any person who fails to comply with any lawful instruction issued by the Office of the Ombudsman shall be found guilty of an offence and liable for a fine or imprisonment. Should there be no recommendations to implement, the KPI will not be scored at evaluation time.

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KPA/SPO No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
5	Good Governance	5.1	Audit opinion <sup>13</sup>	Unqualified Audit opinion	1= Adverse Audit report <sup>14</sup> 2= Qualified Audit Report <sup>15</sup> 3= Unqualified without material findings 4= Unqualified report with audit findings classified as other matters and administrative matters 5= Unqualified audit report with no findings (clean audit)	AG Management Letter
		5.2	% Resolution of internal audit findings <sup>16</sup>	91% - 95%	1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings)	<ul style="list-style-type: none"> <li>GAC Internal Audit Report on Findings</li> <li>Minutes</li> </ul>
		5.3	% Resolution of external (AGSA) audit findings <sup>17</sup>	91% - 95%	1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings)	<ul style="list-style-type: none"> <li>GAC Internal Audit Report on Findings</li> <li>Minutes</li> </ul>
		5.4	% Compliance with response timelines for the submission of the Annual Performance Report <sup>18</sup>	100% compliance	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 M&E Unit Head

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<sup>13</sup> The opinion may be that given for the department/entity where applicable.

<sup>14</sup> This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

<sup>15</sup> This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

<sup>16</sup> These are findings by internal audit only that are picked up on an ongoing basis.

<sup>17</sup> This is for only findings classified as matters affecting audit opinion and others important matters

<sup>18</sup> Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report

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KPA/ SPO No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	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	1= 70% Service Delivery Profile developed and monitored 2=90% Service Delivery Profile developed and monitored 3=100% Service Delivery Profile developed and monitored 4=Up to 50% of projects completed 5>50% of the projects completed 1≤79% 2= 80% 3= 85% 4= 90% 5= 95% 6= 100%	<ul style="list-style-type: none"> <li>Database of projects per region</li> <li>Quarterly Implementation Reports per region</li> </ul>
7	Circular 88	7.1	19% Achievement of Circular 88 indicators <sup>20</sup>	New indicator		Signed Circular 88 reporting template.

**SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO)**  
(TOTAL WEIGHTING = 30%)

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<sup>19</sup> KPI 66: Percentage of ward committees with 6 or more ward committee members (excluding the ward councillor) – target 100%  
KPI 67: Percentage of wards that have held at least one Councillor-convened community meeting – target 100%

<sup>20</sup> KPI 70: Percentage of councillors who have declared their financial interests – target 100%

Percentage of ward committees with 6 or more ward committee members excluding the ward Councillor (target =100%, Mov Signed Database of all ward committees per ward). Percentage of wards that has held at least one councillor convened community meetings (target =100% MoV =Signed database of community meetings held & Copies of attendance registers per meeting / signed minutes per meeting). Percentage of councillors who have declared their financial interests (target =100% MoV= Signed database of councillors with status of declarations).

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KPA/ SPO 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 <sup>21</sup>	90% management of all contracts without incurring and deviations	1 = contract expired without starting new procurement process 2 = Contract expired while procuring 3 = 90% management of all contracts without incurring and deviations 4 = 95% management of all contracts without incurring and deviations 5 = 100% management of all contracts without incurring and deviations <sup>22</sup> .	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	90% compliance with the 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 1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	<ul style="list-style-type: none"> <li>Approved Acquisition plan</li> <li>Departmental Quarterly Acquisition Status Reports</li> <li>SCM Assessment reports</li> </ul>
2	UIFW Strategy Implementation	2.1	Percentage reduction in historical <b>Unauthorised</b> expenditure reported 30 June 2023	1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75% 4 = 76% - 80% 5 = 81% - 85%		UIFW report tabled at GAC and GPAC
		2.2	Percentage reduction in current and/or new <b>Unauthorised</b> expenditure	1 = 0% reduction 2 = 1% - 69% 3 = 70% - 75% 4 = 76% - 80% 5 = 81% - 85%		

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<sup>21</sup> Each department is responsible for ensuring that they have internal processes to monitor the lifespan of their supplier contracts. Contracts must always be in force for as long as the projects are ongoing to avoid Irregular Expenditure. The HoD must engage and respond to the GCFO in terms of updating the contracts register.  
<sup>22</sup> New contract secured/ appointed (not through deviation or regulation 32 or 36) within a month or two of expiry of old contract.

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KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		2.3	Percentage reduction in historical Irregular expenditure reported June 2023	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above	
		2.4	Percentage reduction in current and/or new Irregular expenditure	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	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	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.	1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above	
3	Risk Management	2.6	Percentage reduction in current and/or new Fruitless and Wasteful expenditure	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.	1=<80% 2=81-99% 3=85-95% 4=96-99% 5=100%	GRGC Risk analysis reports and Minutes
		3.1	% of risks mitigation strategies action plan for departmental top strategic risks implemented towards the reduction of departmental risks	51% - 69%	1 < 50% implemented 2 = 51% - 84% implemented 3 = 85% implemented 4 = 95% of departmental top strategic risks implemented 5 = 100% of departmental top	

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KPA/SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
4	Departmental performance monitoring and reporting	4.1	% Of departmental escalated matters resolved SDBIP		strategic risks implemented  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
5	Policies	5.1	% Management <sup>23</sup> 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"> <li>Database of all policies and their status</li> <li>Progress reports</li> </ul>
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	<ul style="list-style-type: none"> <li>Quarterly mSCOA compliance reports</li> </ul>

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<sup>23</sup> Management entails implementation, timeous reviews and merging and / or discarding redundant policies where applicable.

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KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>SECTION 3: CORE COMPETENCY REQUIREMENTS (TOTAL WEIGHTING = 20%)</b>						
1	Expenditure Management	1.1	% Spent of allocated departmental Opex budget	81%	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"> <li>SAP Report</li> <li>Midyear and Annual financial expenditure report by Group Finance</li> </ul>
		1.2	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment <sup>24</sup>	95%	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 UJFWs.
<b>People Management and Empowerment (Compulsory)</b>						

1.1

<sup>24</sup> By paying service provider within required 30 days, there will be a reduction or elimination of unnecessary auditing findings which will lead to improved control environment within SCM and City as a whole. Each department must ensure that submission of invoices to Group Finance are not delayed. The Finance Manager must ensure that the invoice meets all requirements and all relevant attachments are submitted with the invoice to avoid it being rejected by the Merchants thereby causing a delay in the payment. The department is liable for this compliance.

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KPA/SPO No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees <sup>25</sup>	100%	<p>1 = 80% (Establishment of a Departmental Training Committee)</p> <p>2 = 80% (Development and sign off a Departmental Workplace Skills Plan)</p> <p>3 = 85% Implementation (of a Departmental Workplace Skills Plan)</p> <p>4 = 90% implementation (of Departmental Workplace Skills Plan and all competency gaps identified in the skills audits including for level 5 – 6 employees)</p> <p>5 = 95% implementation (of all competency gaps identified in the skills audits including for level 5 – 6 employees)</p>	<ul style="list-style-type: none"> <li>Terms of Reference, Minutes, Agendas for the Training Committee;</li> <li>Signed Compliant WSP</li> <li>Annual Training Reports reflecting status and levels trained.</li> </ul>
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ <sup>26</sup> in the department	<65%	<p>1 = &lt;65%</p> <p>2 = 65% - 84%</p> <p>3 = 85% - 100%</p> <p>4 = 100% compliance, up to 50% of employees achieved 3.1 or more on their set targets</p> <p>5 = 100% compliance, more than 50% of employees achieved 3.1 or more on their set targets</p>	<ul style="list-style-type: none"> <li>Assessment report by GCSS</li> </ul>
		3.2	% Establishment of the Departmental Performance Management Moderation Committee	New indicator	<p>1 = &lt; 65% (Draft TORs in place)</p> <p>2 = 66% - 84% (Approved TORs)</p> <p>3 = 85% - 100% (Committee members appointed and</p>	<ul style="list-style-type: none"> <li>Approved Departmental TOR's</li> <li>Appointment letters</li> <li>Agenda and minutes of meetings</li> </ul>

1.1

<sup>25</sup> Some Skills Audit interventions will be handled centrally by HCM, but departments will be responsible for budgets. Other interventions will be implemented via the departmental WSP – own training budgets, VIA Line Managers and HR Field through training budget. This includes other training initiatives, e.g. ILP and others.

<sup>26</sup> 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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KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					induction meeting held) 4 = First (or midyear) assessment done 5 = Final assessment done	
		3.3	Percentage of disciplinary cases resolved within 120 days <sup>27</sup>	85%	1 = >75% 2 = 75 - 80% 3 = 81 - 85% 4 = 86 - 90% 5 = 90 - 100%	<ul style="list-style-type: none"> <li>Appointment letters of Prosecutor and Presiding Officer</li> <li>Disciplinary sanction</li> </ul>
4	Employee safety	4.1	Percentage compliance to SHE Policy/ Directives to promote health and safety in the department <sup>28</sup>	80%	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)**

1.1

<sup>27</sup> The counting begins with the charge (charge sheet date) laid on the employee up to the day of approval by the Chairperson and committee, of the recommended disciplinary action to be implemented.  
<sup>28</sup> This relates to prevention of workplace incident classified as disabling injuries and fatalities by Group SHE. The department to provide the following documents to Group SHE to determine the compliance level of the department

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

A-9 B

KPA/SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
5	Human Management Empowerment	5.1	% Compliance with the implementation of EE in departments	60%	1 < 40% <sup>29</sup> 2 = 40% - 59% <sup>30</sup> 3 = 60% - 79% <sup>31</sup> 4 = 80% - 99% <sup>32</sup> 5 = 100% <sup>33</sup>	<u>Departmental Level</u> <ul style="list-style-type: none"> <li>Approved Departmental Action Plan;</li> <li>Manco/SMT Minutes</li> <li>Training Manuals &amp; Presentations</li> <li>DEE&amp;SDF and/or Quarterly Staff meetings' minutes &amp; Annual Schedules</li> <li>Signed Quarterly Progress reports</li> </ul> <u>EE Office Level</u> <ul style="list-style-type: none"> <li>Training Manuals &amp; Presentations</li> <li>Annual EE Report (EEA2 &amp; EEA4)</li> <li>City Group Quarterly Progress reports by EE Unit tabled at EMT</li> <li>Close out report</li> </ul>
6	Disability Mainstreaming	6.1	% Attraction of suitably qualified People with Disabilities (PWDs) within departments (including measures to enhance universal access and reasonable accommodation)	New	1 = 0% - 19% <sup>34</sup> 2 = 20% - 45% <sup>35</sup> 3 = 46% - 79% <sup>36</sup> 4 = 80% - 99% <sup>37</sup> 5 = 100% <sup>38</sup>	<ul style="list-style-type: none"> <li>Training Manuals &amp; Presentations</li> <li>Signed Quarterly Progress reports</li> <li>Recruitment reports</li> <li>SAP Reports</li> <li>Memorandum of Understanding (MOU) or Partnership Agreements</li> </ul>
<b>Customer Orientation and Customer Focus (Compulsory)</b>						
7	Customer satisfaction	7.1	Percentage increase in satisfaction	62%	1 = decrease.	Satisfaction results

1.1

<sup>29</sup> Establish functional EE, Disability and Gender structures and development of the EE Annual Action Plan on the achievement of identified AA Measures.

<sup>30</sup> Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.

<sup>31</sup> Consultation with the Departmental EE & Skills Development Forum and/or feedback with the general staff members on EE & Skills Development issues. (This includes awareness campaigns and training done in the department)

<sup>32</sup> Training done in line with the employee's upward mobility requirements.

<sup>33</sup> Plan and celebrate annual transformation events e.g., Women's Day, 16<sup>th</sup> Days of Activism against Women and Children Abuse, National Disability Day etc.

<sup>34</sup> Identify position targeted for suitably qualified PWDs across occupational levels i.e., from Unskilled to Senior Management occupational levels.

<sup>35</sup> Awareness creation on Disability to all employees within the department



<sup>36</sup> 0 - 1% of total staff compliance as an improvement to the minimum 2% Disability target

<sup>37</sup> >1% of total staff compliance as an improvement to the minimum 2% Disability target

<sup>38</sup> Partnership with external organisation to recruit disability learners or to improve on workplace accessibility

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KPA/ SPO No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			levels <sup>1</sup>	(2020/21 QoL)	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><b>Andile Gobinca</b> Acting Secretary to Council</p>			<p> Signature:</p>		<p><b>Floyd Brink</b> City Manager</p>	
			<p>Signature: </p>		<p>Date: 19 July 2023</p>	

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