

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

Adv Siduduzo Gumede

("the Ombudsman")

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 Ombudsman 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 Ombudsman 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 Ombudsman.
 - 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 Ombudsman 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 Ombudsman, and, subject to paragraph 3.3, will continue in force until a new performance agreement is concluded between the parties as contemplated in paragraph 3.2.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year.
- 3.3 This Agreement will terminate on the termination of the City Manager's contract of employment regardless of the reason for such termination.
- 3.4 The content of this agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this agreement are no longer appropriate, the contents shall be revised.
- 4. PERFORMANCE OBJECTIVES**
- 4.1 The scorecard in Annexure "A" sets out:
- 4.1.1 the performance objectives and targets that must be met by the Ombudsman; 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 Ombudsman and are based on the Growth and Development Strategy, Integrated Development Plan, Mayoral Priorities Service Delivery and Budget Implementation Plan (SDBIP) and Budget of the City, and include key objectives; key performance indicators; target dates and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

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

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

5.3 The Ombudsman 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 Ombudsman to perform to the standards required.

5.4 The Ombudsman 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 Ombudsman'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 Ombudsman, 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 Ombudsman.

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

First quarter : July – September

Second quarter : October – December

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Third quarter : January – March

Fourth quarter : April - June

- 6.3 The Ombudsman 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 Ombudsman 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 Ombudsman'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 Ombudsman 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 Ombudsman performance at any stage while the contract of employment remains in force.
- 6.9 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.10 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA and CCR should be assessed according to the extent to which the specified standards or performance indicators have been met.

7. OBLIGATIONS OF EMPLOYER

The City must -

- 7.1 Create an enabling environment to facilitate effective performance by the employee;
- 7.2 Provide access to skills development and capacity building opportunities;

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

9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Ombudsman'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 Ombudsman 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 Ombudsman in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the Ombudsman 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 Ombudsman not be entitled to a performance bonus in line with their employment contract, alternative performance rewards will be awarded as per the relevant policy.
- 9.5 In the case of unacceptable performance, the City Manager shall provide systematic remedial or developmental support to assist the Ombudsman to improve their performance.

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

9.7 The Ombudsman will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Ombudsman'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 Ombudsman under this Agreement, the parties will confer with a view to resolving the dispute or difference.

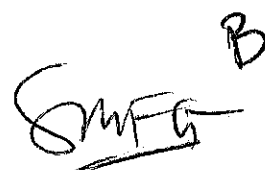
10. DISPUTES

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 Ombudsman 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 Ombudsman 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

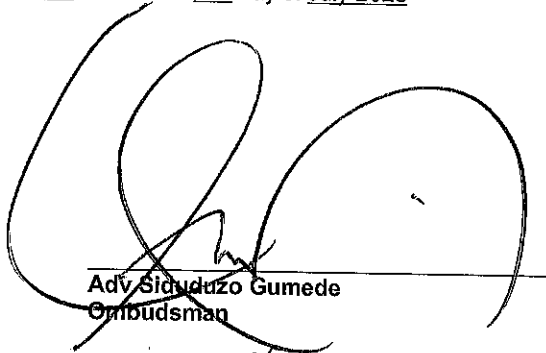


Floyd Brink
City Manager

Witness: _____

Witness: _____

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



Adv Siduduzo Gumede
Ombudsman

Witness: _____

Witness: _____

Annexure A

PERFORMANCE SCORECARD	
Employee	Adv. Siduduzo Gumede: Ombudsman
Manager	Floyd Brink: City Manager
Department	Office of the Ombudsman
Position Purpose:	To ensure that all complaints relating to alleged acts of maladministration where members of the public are alleged to have suffered an injustice as a result of such maladministration by the administration or any of its employees, and where such acts allegedly infringe upon the Constitutional rights of an individual, are investigated and dealt with in a proper manner.
The period of this Performance Plan is from 1 July 2023 to 30 June 2024	

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES						
WEIGHTING = 50%						
1	Maladministration	1.1	% Of new complaints processed in line with the By-Law (read with the Ombudsman SOPs)	New indicator	1 = 0-70% processed 2 = 71-94% processed 3 = 95-100% ² processed 4 = 100% processed within 14 days 5 = 100% processed within 7 days	<ul style="list-style-type: none"> New complaints Database Case Management Report Quarterly Reports noted by OCOL
2.	Complaints management	2.1	% Resolution of accepted complaints in line with the by-Law ³ (read with Ombudsman SOPs) ⁴	New indicator	1 = 0-29% 2 = 31-69% 3 = 70-80% 4 = 81-90% 5 = >91%	<ul style="list-style-type: none"> Quarterly Reports noted at OCOL. Database of closed reports
		2.2	<i>Circular 88</i> Number of pro-active investigations resolved	14 initiated	1 = 0-15 2 = 16-26 3 = 27-34 4 = 35-40 5 = 41-44	<ul style="list-style-type: none"> Quarterly Reports noted by OCOL. Investigation Report
		2.3	% Of reduced backlog ⁵	14%	1 = 0-9% 2 = 10-19% 3 = 20-25% 4 = 26-30% 5 = >31%	<ul style="list-style-type: none"> Quarterly OCOL Report
		2.4	% of escalations on recommended corrective action not implemented ⁶	New indicator	1 = 0-10% 2 = 11-20% 3 = 21-32% 4 = 33-35% 5 = 36-40%	<ul style="list-style-type: none"> Escalation Report to CM Quarterly Implementation Report noted at OCOL.
3.	Public Awareness/Advocacy	3.1	% Monitoring the implementation of integrated marketing	New indicator	1 = 50% 2 = 75% 3 = 100% Awareness campaigns 4 = 10% level of awareness	<ul style="list-style-type: none"> Integrated Marketing and communications strategy OCOL Report

¹ ensures that all complaints from members of the public relating to alleged acts of maladministration by the City's Administration and its employees are investigated and dealt with in a proper manner.

² The system is dependent on uninterrupted power supply and ICT dependencies (license issues), which are beyond the department's control.

³ KPI is highly dependent on co-operation of City departments and entities.

⁴ Circular 88 wording: Percentage of official complaints responded to through the municipal complaints management system

⁵ Active cases older than 6 months in line with the SOP.

⁶ Escalations are subject to noncompliance to the implementation of Ombudsman recommendations by Departments and MEs

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			and communications strategy		5= 20% level of awareness	
		3.2	% Level of public awareness of the work of the Office of the Ombudsman	New indicator	1 = 0-10% 2 = 11-20% 3 = 30-35% 4 = 36-40% 5 = 41-45%	<ul style="list-style-type: none"> Survey questionnaire Quarterly OCOL reports
4.	Economic sustainability	4.1	(Annual survey ⁷) Number of EPWP job opportunities created through the departmental projects ⁸	14	1= 1-8 EPWP job opportunities created (Ambassadors) 2= 9-14 3= 15-19 4= 20-24 5= > 25	<ul style="list-style-type: none"> Appointment Report Copy of contract of employment
5.	Accountability and Good Governance	5.1	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	No GFIS recommendations to be implemented (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	<ul style="list-style-type: none"> GFIS Dashboard of concluded investigations Copy of concluded investigation report Acknowledgment of receipt by clients Implementation plan by clients. Implementation/status report signed-off by HOD/CEO. Quarterly monitoring report signed off by signed-off by the Head of GFIS
		5.2	Turnaround times to respond to oversight & advisory committees' requests. GPAC MPAC GAC S79 Committees	Moderation	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

⁷ Annual survey is subject to resource (budget) availability.

⁸ The department to engage and comply with DED guidelines and criteria.

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KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
6.	Good Governance	6.1	Audit outcome ⁹	Unqualified Audit Report	1= Adverse Audit report ¹⁰ 2= Qualified Audit Report ¹¹ 3= Unqualified without material findings 4= Unqualified report with audit findings classified as other matters and administrative matters 5= Unqualified audit report with no findings (clean audit)	<ul style="list-style-type: none"> AG Management Letter or Quarterly compliance report from
				100%	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"> GAC Internal Audit Report on Findings or Quarterly compliance report from
		6.2	% Resolution of internal audit findings ¹²	100%	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"> GAC Internal Audit Report on Findings or Quarterly compliance report from
				100%	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"> GAC Internal Audit Report on Findings or Quarterly compliance report from
7	Regional Service Delivery Profile	6.4	% Compliance with response timelines for the submission of the Annual Performance Report ¹⁴	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
				New indicator	1= 70% Service Delivery Profile developed and monitored 2=90% Service Delivery Profile developed and monitored	<ul style="list-style-type: none"> Database of projects per region Quarterly Implementation Reports per region
				7.1	% Monitoring of the service delivery profile aligned to Capex and Opex expenditure	

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

¹³ This is for only findings classified as matters affecting audit opinion and others important matters

¹⁴ Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report

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KPA No.	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
8	Circular 88 Indicators	8.1	% Achievement of Circular 88 indicators	New indicator	3=100% Service Delivery Profile developed and monitored 4=Up to 50% of projects completed 5>50% of the projects completed 1< 80% achieved 2= 80% achieved 3= 85% achieved 4= 95% achieved 5= 100% achieved	Signed Circular 88 dashboard
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 ¹⁵	100%	1 = contract expired without starting new procurement process 2 = Contract expired while procuring 3 = 90% management of all contracts without incurring and deviations 4 = 95% management of all contracts without incurring and deviations 5 = 100% management of all contracts without incurring and deviations ¹⁶	Contracts Register from Group Supply Chain Management of contract procured through deviations.
		1.2	% Compliance to acquisition of goods and services as per the approved demand plan	100%	1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance 4 = Target met within 15 days ahead of delivery date 5 = Target met within 1 month ahead of delivery date	<ul style="list-style-type: none"> Approved Acquisition plan SCM Assessment reports
2	UIFW Strategy Implementation	2.1	Percentage reduction in historical Unauthorised expenditure reported 30 June 2023	100%	1= 0% reduction 2= 1% - 69% reduction 3 = 70% -75% reduction 4 = 76%- 80% reduction 5 = 81%-85% reduction	UIFW report tabled at GAC and GPAC or Quarterly compliance report from GRAS
		2.2	Percentage reduction in current and/or new Unauthorised expenditure	100%	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80%	

¹⁵ Each department is responsible for ensuring that they have internal processes to monitor the lifespan of their supplier contracts. Contracts must always be in force for as long as the projects are ongoing to avoid Irregular Expenditure. The HoD must engage and respond to the GCFO in terms of updating the contracts register.

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

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

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KPA 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	1 < 85% (some policies expired/not implemented) 2 = 85% (some policies reviewed after 1 month of expiry) 3 = 100% (all policies implemented/valid/merged/reviewed within 1 month before expiry) 4 = 130% (all policies implemented/valid/merged/reviewed within 15 days before expiry) 5 = 150% (all policies implemented/valid/merged)	<ul style="list-style-type: none"> Database of all policies and their status Progress reports
SECTION 3: CORE COMPETENCY REQUIREMENTS (TOTAL WEIGHTING = 20%)						
Financial Competence						
1.	Expenditure Management	1.1	% Spent of allocated departmental Opex budget	94%	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 or 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	100%	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 the invoice date 4 = 97% of valid invoices paid within 30 days 5 = 100% of valid invoices paid within 30 days	<ul style="list-style-type: none"> Payment age analysis report from Group Finance Quarterly compliance report from GRAS
People Management and Empowerment						
2	Skills Development	2.1	% Monitor Implementation of skills	Development and sign off a	1 < 80% (Establishment of a Departmental Training Committee)	<ul style="list-style-type: none"> Terms of Reference, Minutes, Agendas for the Training Committee. Signed Compliant WSP

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

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.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	Performance and People Management	3.1	development initiatives for CoJ employees ¹⁹	Departmental Workplace Skills Plan	2 = 80% (Development and sign off a Departmental Workplace Skills Plan) 3 = 85% Implementation (of a Departmental Workplace Skills Plan ²⁰) 4 = 90% implementation (of Departmental Workplace Skills Plan and all competency gaps identified in the skills audits including for level 5 – 6 employees 21) 5 = 95% implementation (of all competency gaps identified in the skills audits including for level 5 – 6 employees)	<ul style="list-style-type: none"> Annual Training Reports reflecting status and levels trained.
			% Compliance to the performance management cycle as per the policy for employees of the CoJ ²² in the department	<65%	1 = <65% 2 = 65% - 84% 3 = 85% - 100% 4 = 100% compliance, up to 50% of employees achieved 3.1 or more on their set targets 5 = 100% compliance, more than 50% of employees achieved 3.1 or more on their set targets	Assessment report by GCSS
		3.2	% Establishment of the Departmental Performance Management Moderation Committee	New indicator	1 = < 65% (Draft TORs in place) 2 = 66% - 84% (Approved TORs) 3 = 85% - 100% (Committee members appointed and induction meeting held) 4 = First (or midyear) assessment done 5 = Final assessment done	<ul style="list-style-type: none"> Approved Departmental TOR's Appointment letters Agenda and minutes of meetings
		3.3	Percentage of disciplinary cases resolved within 120 days ²³	100%	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

¹⁹ Some Skills Audit interventions will be handled centrally by HCM, but departments will be responsible for budgets. Other interventions will be implemented via the departmental WSP – own training budgets, VIA Line Managers and HR Field through training budget. This includes other training initiatives, e.g. ILP and others.

²⁰ General training to improve skills including Individual Learning Plans trainings.

²¹ This is specific to outcomes of the skills audits conducted. The HoD must ensure that employees within the department comply and participate as per the GCSS programme.

²² This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.
²³ The counting begins with the charge (charge sheet date) laid on the employee up to the day of approval by the Chairperson and committee, of the recommended disciplinary action to be implemented.

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KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
4	Employee safety	4.1	Percentage compliance to SHE Policy/ Directives to promote health and safety in the department ²⁴	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						
5	Human Capital Management and Empowerment	5.1	% Compliance with the implementation of EE in departments	20%	1 < 40% ²⁵ 2 = 40% - 59% ²⁶ 3 = 60% - 79% ²⁷ 4 = 80% - 99% ²⁸ 5 = 100% ²⁹	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) • City Group Quarterly Progress reports by EE Unit tabled at EMT • Close out report

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

- 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

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

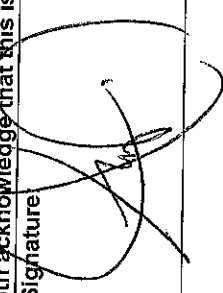

²⁶ Developing measures of compliance with set EE (gender and racial targets) in line with the City's Approved EE Plan.

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 No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
6	Disability Mainsstreaming	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 • Memorandum of Understanding (MOU) or Partnership Agreements
Customer Orientation and Customer Focus						
7	Customer satisfaction levels	7.1	Percentage increase in satisfaction levels ³⁵	62% (2020/21 QoL)	1 = decrease. 2 = no change or <1% increase. 3 = 1% increase. 4 = 2% increase. 5 = > 2% increases.	Satisfaction 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>						
Adv. Siduduzo Gumede Ombudsman			Signature 		Signature:  Date: 19 July 2023	
			Floyd Brink City Manager			

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 compliance as an improvement to the minimum 2% Disability target

³³ >1% of total staff compliance as an improvement to the minimum 2% Disability target

³⁴ Partnership with external organisation to recruit disability learners or to improve on workplace accessibility

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