

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

Dorothy Mabuza

("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

- 3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Executive Director, 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 Executive Director; 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 Executive Director 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 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

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- 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
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 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 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.

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.
- 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 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 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 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

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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 Executive Director 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 _____ day of _____ 2023

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

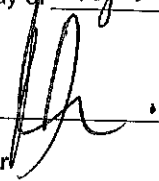


Floyd Brink
City Manager

Witness: _____

Witness: _____

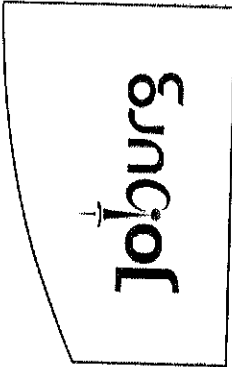
SIGNED at Braamfontein on this the 07th day of August 2023



Dorothy Mabuza
Executive Director

Witness: _____

Witness: _____

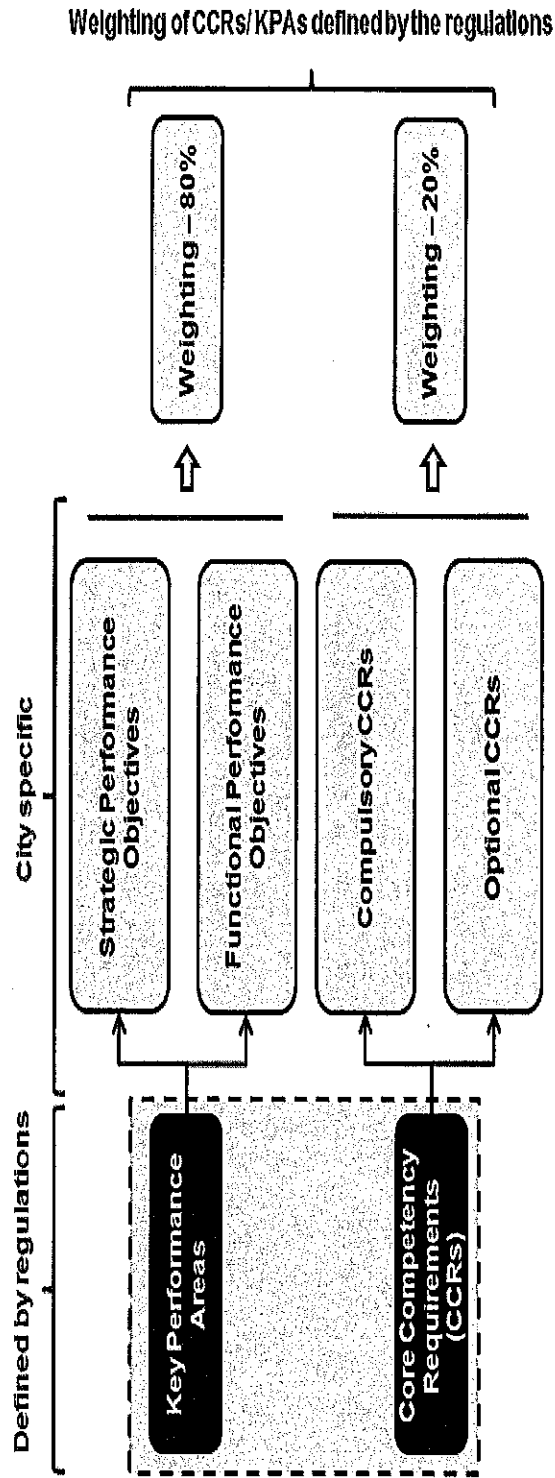


PERFORMANCE SCORECARD: SECTION 57

Employee	Dorothy Mabuza: Executive Director
Manager	Floyd Brink: City Manager
Department	Transport
Position purpose	<p>The Transport Department is responsible for setting the sector's strategic direction and policy framework; transport planning; transport promotions; road safety; public transport infrastructure and the provision of public transport services including the rollout of Rea Vaya BRT system. The key performance areas are summarized below:</p> <ul style="list-style-type: none">• Public Transport Planning• Public Transport Operations• Infrastructure Development• Safety and Transport Promotion• Rea Vaya/Scheduled Services operations• Metrobus and JRA strategic support and oversight

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

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



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

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
Strategic Priority Objectives Total weighting = 50%						
1	Rea Vaya rollout	1.1	% Operationalisation of the Rea vaya phase 1C(a) and provision of services	Rea Vaya Phase 1A and 1B services	1= 10% ¹ 2= 30% ² 3= 100% ³ Operationalisation of the Rea Vaya phase 1C(a) and provision of services 4= 100% ⁴ Operationalisation of the Rea Vaya phase 1C(a) by September 2023 and provision of services 5= 100% ⁵ Operationalisation of the Rea Vaya phase 1C(a) by August 2023 and provision of services	SLA (Service Level Agreement) and BOCA (Bus Operating Contract Agreement)
		1.2	% Monitoring of the BOC (Bus Operating Company) procurement process for the Rea vaya phase 1C(a).	New indicator	1= 10% ⁶ Monitoring of the BOC (Bus Operating Company) procurement process for the Rea vaya phase 1C(a). 2= 20% ⁷ Monitoring of the BOC (Bus Operating Company) procurement process for the Rea vaya phase 1C(a). 3= 100% ⁸ Monitoring of the BOC (Bus Operating Company) procurement process for the Rea vaya phase 1C(a). 4= 100% ⁹ Monitoring of the BOC (Bus Operating Company) procurement process for the Rea vaya phase 1C(a).	<ul style="list-style-type: none"> BOCA (Bus Operating Contract Agreement) for Rea vaya phase 1C(a) / SLA (Service Level Agreement) BOC (Bus Operating Company) and City meetings minutes BOC (Bus Operating Company) and City meetings registers

¹ Preparations for the launch of phase 1C (a) in progress

² Preparations for the launch of phase 1C (a) services being concluded

³ Services operationalized during the second quarter of 2023/2024 financial year

⁴ Services operationalised.

⁵ Services operationalised.

⁶ Zero (0) to one (2) meetings held with the BOC where progress on their purchase of one hundred and forty one (141) Rea vaya phase 1C(a) buses is monitored and reported. (TA) Transaction advisor in place.

⁷ Only two (2) meetings held with the BOC where progress on their purchase of one hundred and forty one (141) Rea vaya phase 1C(a) buses is monitored and reported. (TA) Transaction advisor in place.

⁸ Quarterly meetings held with the BOC where progress on their purchase of one hundred and forty one (141) Rea vaya phase 1C(a) buses is monitored and reported. (TA) Transaction advisor in place.

⁹ Five to seven (5-7) meetings held with the BOC where progress on their purchase of one hundred and forty-one (141) Rea vaya phase 1C(a) buses is monitored and reported. (TA) Transaction advisor in place.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2.	JITI Operationalisation and management	2.1	% Operationalisation and Management of JITI ¹¹	JITI Completed	5= 100% ¹⁰ Monitoring of the BOC (Bus Operating Company) on their procurement of one hundred and forty-one (141) buses for the Rea vava phase 1C(a). 1 = 10% ¹² operationalisation and management of JITI 2 = 30% ¹³ operationalisation and management of JITI 3 = 100% ¹⁴ operationalisation and management of JITI 4 = 100% operationalisation and management of JITI by May 2024 5 = 100% operationalisation and management of JITI by April 2024	<ul style="list-style-type: none"> Progress report/s TA (Transaction Advisor) report SLA (Service Level Agreement) / Operationalisation report
3.	Public transformation	3.1	% Implementation of minibus taxi industry capacitation programme ¹⁵	One capacitation training completed	1 = 10% ¹⁶ 2 = 1720% ¹⁷ 3 = 100% ¹⁸ implementation of minibus taxi industry capacitation programme ¹⁹ 4 = 100% implementation of minibus taxi industry capacitation programme ²⁰ by May 2024 5 = 100% ²¹ implementation of minibus taxi industry capacitation programme ²² by April 2024	Progress report/s / training programme or graduation pictures

¹⁰ Eight (8) and above meetings held with the BOC where progress on their purchase of one hundred and forty-one (141) Rea vava phase 1C(a) buses is monitored and reported. (TA) Transaction advisor in place.

¹¹ Johannesburg International Transport Interchange

¹² Project preparations (e.g procurement process) commenced

¹³ Project preparations (e.g procurement process) in completed

¹⁴ JITI operationalised and being managed.

¹⁵ This programme entails training previously disadvantaged public transport operators (i.e minibus taxis etc) to run successful businesses)

¹⁶ This denotes stakeholder engagements and procurement processes in progress

¹⁷ Denotes project preparations (procurement, stakeholder engagement) completed

¹⁸ Implementation of capacitation programme completed

¹⁹ This programme entails training previously disadvantaged public transport operators (i.e minibus taxis etc) to run successful businesses)

²⁰ This programme entails training previously disadvantaged public transport operators (i.e minibus taxis etc) to run successful businesses)

²¹ Implementation of capacitation programme completed

²² This programme entails training previously disadvantaged public transport operators (i.e minibus taxis etc) to run successful businesses)

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		3.2	Number of scheduled public transport points added Circular 88	0	1= 2 access points 2= 3 access points 3= 4 access points 4= 5 access points 5= 6 access points	Signed implementation reports
4.	Cycling promotion	4.1	Number of cycle activation / advocacy programmes ²³ implemented as part of promoting cycling as a preferred mode of transport in the city ²⁴	Two (2) cycle activation programmes	1 = Preparations ²⁵ for implementation of cycle activation programme as part of promoting cycling as a preferred mode of transport in the city 2= One (1) cycle activation programme as part of promoting cycling as a preferred mode of transport in the city 3= Two (2) ²⁶ cycle activation programme as part of promoting cycling as a preferred mode of transport in the city 4= Three (3) ²⁷ cycle activation programme as part of promoting cycling as a preferred mode of transport in the city 5= More than three (3) ²⁸ cycle activation programme as part of promoting cycling as a preferred mode of transport in the city	Pictures / recording/attendance registers
5.	October Month Transport	5.1	% implementation of 2023 October Transport Month programme	2022 October Transport Month programme	1= ²⁹ 10% 2= ³⁰ 20% 3= 100% implementation of 2023 Transport Month programme 4= ³¹ Quality 5= ³² Innovation	Transport month programme / pictorial evidence

²³ (i.e Cycling seminars / events / activities etc)

²⁴ (i.e Cycling seminars / events / activities etc)

²⁵ Project preparations (procurement process / stakeholder engagements) commenced

²⁶ (i.e cycling seminars etc)

²⁷ (i.e cycling seminars etc)

²⁸ (i.e cycling seminars etc)

²⁹ Procurement and stakeholder engagement processes commenced

³⁰ Programme in place

³¹ Quality denotes engagement of stakeholders including communication to ensure events are a success

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
6.	Transport safety and education	6.1	Number of transport safety and education outreach programmes implemented	Nineteen (19) interventions	1= 0-9 2= 10-19 3= Twenty (20) transport safety and education outreach programmes implemented 4= 21-30 transport safety and education outreach programmes implemented 5= 31 and above	<ul style="list-style-type: none"> Pictures / Letters / Minutes / attendance registers
7.	Open Streets	7.1	Number of Open Streets programmes ³³ implemented through partnerships	Two (2) Open streets webinars	1= 0 ³⁴ Open Streets programmes ³⁵ implemented through partnerships 2= One (1) Open Streets programmes ³⁶ implemented through partnerships 3= Two (2) Open Streets programmes ³⁷ implemented through partnerships 4= Three (3) Open Streets programmes ³⁸ implemented through partnerships 5= More than three (3) Open Streets programmes ³⁹ implemented through partnerships	<ul style="list-style-type: none"> Recordings / attendance register / programme / pictures / letters
8.	Rea Vaya services	8.1	⁴⁰ Average number of Rea Vaya passenger trips per working day	34 464	1= 0 – 10 000 2= 10 001- 34 999 3= 4135 000 4= 35 001 - 40 000 5= 40 001 and above	<ul style="list-style-type: none"> Disc on passenger figures and signed verification letter
9	Economic sustainability	9.1	Number of EPWP job opportunities created through the departmental projects ⁴²	New indicator	1= 0-80 2= 81-99 3= 100 4= 101-125 5= 126 and above	<ul style="list-style-type: none"> Certified ID Copy of Participant Contract of Employment Attendance register Proof of Payment DED Performance Report

³² New ideas implemented to communicate and engage with stakeholders including during the hosting of events

³³ (i.e open streets seminars / webinars / events / activities etc)

³⁴ Project preparations (procurement / stakeholder engagement process) commenced

³⁵ (i.e open streets seminars / webinars / events / activities etc)

³⁶ (i.e open streets seminars / webinars / events / activities etc)

³⁷ (i.e open streets seminars / webinars / events / activities etc)

³⁸ (i.e open streets seminars / webinars / events / activities etc)

³⁹ (i.e open streets seminars / webinars / events / activities etc)

⁴¹ This is the average number of passenger trips per working day on the Rea Vaya system. Calculated as per SOP (Standard Operating Procedures)

⁴² The department to engage and comply with DED guidelines and criteria.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		9.2	Number of SMMIE's supported ⁴³	New indicator	1= 0-4 2= 5-9 3= Ten (10) 4= 11-20 5= 21 and above	<ul style="list-style-type: none"> Progress report / graduation pictures / training programme / MOU or SLA
10	Accountability and Good Governance	10.1	% implementation of the ombudsman's adjudicated recommendations ⁴⁴	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
		10.2	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	36% all 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	<p>GFIS Dashboard of concluded investigations</p> <p>Copy of concluded investigation report</p> <p>Acknowledgment of receipt by clients</p> <p>Implementation plan by clients.</p> <p>Implementation/status report signed off by HOD/CEO.</p>
		10.3	Turnaround times to respond to oversight & advisory committees'	Within the approved timelines	1 = 2 days after the approved timelines 2 = 1 day after the approved timelines 3 = Within the approved timelines	<p>Quarterly monitoring report signed off by signed-off by the Head of GFIS</p> <ul style="list-style-type: none"> Departmental quarterly tracking reports signed by HoD POCM analysis dashboard tabled at

⁴³ For the Transport Department, this entails public transport operators (e.g minibus taxi industry etc) through the capacization and training programme. Other SMMIE programmes are reported where implementation takes place (e.g JDA, JRA, JPC implementing etc) implementing transport Department projects. The reporting directly by implementing agent is to avoid double counting.

⁴⁴ 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.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			requests GPAC MPAC GAC S79 Committees		4 = 1 day ahead of approved timelines 5 = 2 days ahead of approved timelines	EMT
11	Good Governance	11.1	Audit outcome ⁴⁵	Unqualified Audit Report	1= Adverse Audit report ⁴⁶ 2= Qualified Audit Report ⁴⁷ 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
		11.2	% Resolution of Internal Audit findings	90.24%	1 ≤ 85% resolution 2 = 86% - 99% resolution 3 = 100% resolution 4 = 100% resolution (including less than 2 new findings) 5 = 100% resolution (including no new findings)	GAC Internal Audit Report on Findings / Minutes
		11.3	% Resolution of AG findings	82.35%	1 ≤ 85% resolution 2 = 86% - 99% resolution 3 = 100% resolution 4 = 100% resolution (including less than 2 new findings) 5 = 100% resolution (including no new findings)	GAC Internal Audit Report on Findings / Minutes
		11.4	% Compliance with response timelines for the submission of the Annual Performance Report ⁴⁸	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 GH

⁴⁵ The opinion may be that given for the department/entity where applicable.

⁴⁶ This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

⁴⁷ This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

⁴⁸ Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report

COJ

KPA No.	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
12	Regional Service Delivery Profile	12.1	% Monitoring of the Transport 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	<ul style="list-style-type: none"> Database of projects per region Quarterly Implementation Reports per region
13	Oversight on Municipal Entities	13.1	Number of oversight reports on cluster MEs (including Rea Vaya) <ul style="list-style-type: none"> Rea Vaya Metrobus Joburg Roads Agency MTC 	New indicator	1= 1 report of less than 3 MEs 2= 2 reports of less than 3 MEs 3= 3 reports (1 per ME) 4= 6 reports (2 per ME) 5= 6 reports plus Consolidated Annual Report with recommendations/ mitigating factors and status of resolution	<ul style="list-style-type: none"> Oversight reports Consolidated Annual Report
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 ⁴⁹	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 ⁵⁰	Status of the Contracts Register Sign-off by the OGCFO
		1.2	% Compliance to acquisition of goods and services as per the approved demand plan	100%	1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance 4 = Target met within 15 days ahead of delivery date	<ul style="list-style-type: none"> Approved Acquisition plan Departmental Quarterly Acquisition Status Reports SCM Assessment reports

⁴⁹ 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.

⁵⁰ 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
2	UIFW Implementation				5 = Target met within 1 month ahead of delivery date	UIFW report tabled at GAC and GPAC
		2.1	Percentage reduction in historical Unauthorized expenditure reported 30 June 2023	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70%- 75% 4 = 76%- 80% 5 = 81%-85%	
		2.2	Percentage reduction in current and/or new Unauthorized expenditure	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.3	Percentage reduction in historical Irregular expenditure reported 30 June 2023	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.4	Percentage reduction in current and/or new Irregular expenditure	New indicator	1= 0% reduction 2= 1% - 69% 3 = 70% -75% 4 = 76%- 80% 5 = 81%-85%	
		2.5	Percentage reduction in historical Fruitless and Wasteful expenditure reported 30 June 2023	New indicator	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100% 5 = 0% incurrence of fruitless and wasteful expenditure.	
		2.6	Percentage reduction in current and/or new Fruitless and Wasteful expenditure	New indicator	1= 0- 69% 2= 70%- 89% 3 = 90%-95% 4 = 95%-100%	

AB

KPA No.	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	Risk Management	3.1	% Of risks action plan for departmental top strategic risks implemented towards the reduction of departmental risks	65%	5 = 0% incurrence of fruitless and wasteful expenditure. 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	GRGC Risk analysis reports and Minutes
4	Departmental performance monitoring and reporting	4.1	% Of departmental SDBIP escalated matters resolved	New indicator	1 < 75% resolved 2 = 75% - 84% resolved 3 = 85% - 89% resolved 4 = 90% - 99% resolved 5 = 100% resolved	Mitigation plans reflecting the status of resolution signed by the HoD approved by the CM
5	Policies	5.1	% Management ⁵¹ of policies in the department	New indicator	1 < 85% (some policies expired/not implemented) 2 = 85% (some policies reviewed after 1 month of expiry) 3 = 100% (all policies implemented/valid/merged/reviewed within 1 month before expiry) 4 = 130% (all policies implemented/valid/merged/reviewed within 15 days before expiry) 5 = 150% (all policies implemented/valid/merged)	<ul style="list-style-type: none"> Database of all policies and their status Progress reports
6	mSCOA reporting	6.1	% Compliance with mSCOA reporting timelines	15% compliance	1 < 80% Compliance with mSCOA data quality for NT strings submission 2 = 80% Compliance with mSCOA data quality for NT strings submission 3 = 85% Compliance with mSCOA data quality for NT strings submission 4 = 90% Compliance with mSCOA data quality for NT strings submission	Progress report/s

⁵¹ Management entails implementation, timeous reviews and merging and / or discarding redundant policies where applicable.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					5= 100% Compliance with mSCOA data quality for NT strings submission	
SECTION 3: CORE COMPETENCY REQUIREMENTS (TOTAL WEIGHTING = 20%)						
Financial Competence (Compulsory)						
1	Expenditure Management	1.1	% Spent of allocated departmental Capex budget	95%	1 = 92% 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	80%	1 = 92% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent 4 = 98% - 99% Opex spent 5 = 100% Opex spent	<ul style="list-style-type: none"> SAP Report Midyear and Annual financial expenditure report by Group Finance
		1.3	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment ⁵²	89%	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 UJIFWs.
People Management and Empowerment (Compulsory)						
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees ⁵³	100%	1 = 80% (Establishment of a Departmental Training Committee) 2 = 90% (Development and sign off a Departmental Workplace Skills Plan) 3 = 100% Implementation of a Departmental Workplace Skills Plan ⁵⁴	<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.

⁵² 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.

⁵³ 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.



⁵⁴ General training to improve skills including Individual Learning Plans trainings.

SDM

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the Co.J's ⁵⁵ in the department	86%	4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees ⁵⁵ 5 = 80% implementation of all competency gaps identified in the skills audits for level 5 – 6 employees	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 ⁵⁷	No cases	1 = >75% 2 = 76 - 80% 3 = 81 - 85% 4 = 86 - 90% 5 = 91 - 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 ⁵⁸	100%	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	Quarterly assessment reports by SHELA & FCM tabled at EMT

- ⁵⁵ 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.
- ⁵⁶ This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.
- ⁵⁷ 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.
- ⁵⁸ This relates to prevention of workplace incident classified as disabling injuries and fatalities by Group SHE. The department to provide the following documents to Group SHE to determine the compliance level of the department
- List of employees attended training for SHE representatives' course, First Aids, Evacuation Marshalls, and Fire Fighting
 - Minutes confirming employees attending SHE Committee meeting
 - Progress report on the implementation of the recommended corrective measures

SPM

KPA No.	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			qualified People with Disabilities (PWDs) within departments (including measures to enhance universal access and reasonable accommodation)		3 = 46% - 79% ⁶⁶ 4 = 80% - 99% ⁶⁷ 5 = 100% ⁶⁸	<ul style="list-style-type: none"> 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 ⁶⁹	62% (QoL 2020/21)	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>						
Dorothy Mabuza Executive Director: Transport			Signature: 	Floyd Brink City Manager	Signature: 	Date: 19 July 2023

⁶⁵ Awareness creation on Disability to all employees within the department.

⁶⁶ 0 – 1% of total staff compliment as an improvement to the minimum 2% Disability target

⁶⁷ >1% of total staff compliment as an improvement to the minimum 2% Disability target

⁶⁸ Partnership with external Organisation to recruit disability learners or to improve on workplace accessibility

⁶⁹ 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.