

PERFORMANCE AGREEMENT

Made and entered into by and between

THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY

("the City")

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

and

Patrick Phophi

("the Executive Director")

for the financial year: 1 July 2024 to 30 June 2025

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1. INTRODUCTION

- 1.1 The City has entered into a contract of employment with the Executive Director in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Executive Director reporting to the City Manager, to a set of actions that will secure local government policy goals.

2. PURPOSE OF THIS AGREEMENT

- 2.1 The parties agree that the purpose of this Agreement is to:
 - 2.1.1 comply with the provisions of Section 57(1)(b), 4(A), (4B) and (5) of the Systems act; and the employment contract entered into between the parties;
 - 2.1.2 specify objectives and targets established for the Executive Director;
 - 2.1.3 specify accountabilities as set out in the performance plan (scorecard) attached as Annexure 'A';
 - 2.1.4 monitor and measure performance against set targeted outputs;
 - 2.1.5 use the performance agreement and scorecard as the basis for assessing whether the employee has met the performance expectations applicable to their job;
 - 2.1.6 in the event of outstanding performance, to appropriately reward the employee in accordance with the City's performance management policy; and
 - 2.1.7 give effect to the City's commitment to a performance-orientated relationship with the Executive Director in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

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- 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.
- 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.

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4.4 The Executive Director's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the City's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT POLICY

5.1 The Parties record that the City has a Performance Management Policy, which may be amended from time to time. It describes the systems and procedures of performance management in the City in which the Executive Director will be required to engage in performing their job.

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

5.3 The Executive Director accepts that the purpose of the performance management policy and system is to provide a comprehensive system with specific performance standards to assist the City, City Manager and Executive Director to perform to the standards required.

5.4 The Executive Director undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (including special projects relevant to the employee's responsibilities) within the local government framework.

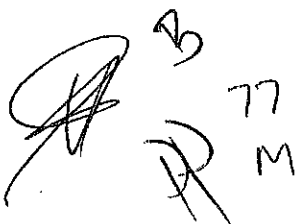
5.5 The Executive Director's assessment will be based on their performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's.

6. EVALUATING PERFORMANCE

6.1 It is recorded that in terms of the City's performance management policy and system, for purposes of evaluation of the performance of the Executive Director, a Group Performance Audit Committee and Performance Evaluation Panel have been established to assist the City Manager and in the process of evaluating the Performance of the Executive Director.


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

First quarter : July – September

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

- 6.3 The Executive Director must avail themselves for scheduled performance reviews. Failure to do so, may result in the City Manager concluding on the Executive Director's review in absentia and the outcome of the review is final.
- 6.4 The City Manager shall ensure that the Group Performance Audit Committee be convened to conduct review sessions on the performance of the Executive Director at least twice a year.
- 6.5 The City Manager shall ensure that a record is kept of the mid-year review and final review sessions.
- 6.6 Performance feedback shall be based on the assessment of the Executive Director's performance by the City Manager and Group Performance Audit Committee, as well as the Performance Evaluation Panel and may include recommendations for corrective steps to be taken to improve performance.
- 6.7 The City will be entitled to review and make reasonable changes to the provisions of the performance plan (scorecard) from time to time for operational reasons. The Executive Director will be consulted before any such change is made.
- 6.8 Despite the establishment of agreed intervals for evaluation, the City Manager may, in addition, review the Executive Director performance at any stage while the contract of employment remains in force.
- 6.9 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.10 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA and CCR should be assessed according to the extent to which the specified standards or performance indicators have been met.

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7. OBLIGATIONS OF EMPLOYER

The City must -

- 7.1 Create an enabling environment to facilitate effective performance by the employee;
- 7.2 Provide access to skills development and capacity building opportunities;
- 7.3 Work collaboratively with the Executive Director to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- 7.4 On the request of the Executive Director delegate such powers reasonably required by the Executive Director to enable them to meet the performance objectives and targets established in terms of the agreement; and
- 7.5 Make available to the Executive Director such resources as the Executive Director may reasonably require from time to time to assist them to meet the performance objectives and targets established in terms of the agreement.

8. CONSULTATION

The City Manager agrees to consult the Executive Director timeously in respect of decisions which will have a significant impact on the performance of the duties of the Executive Director.

9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Executive Director's performance will form the basis for rewarding performance or correcting unacceptable performance.
- 9.2 A performance bonus not exceeding 14% may be paid to the Executive Director in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement.
- 9.3 An increase may be awarded to the Executive Director in accordance with the City's policy and system referred to in this agreement.



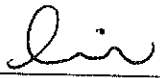
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- 9.4 Should the Executive Director be entitled to a performance bonus referred to in paragraph 9.2, this will be paid out after the tabling of the annual report.
- 9.4.1 However, should the Executive Director not be entitled to a performance bonus in line with the Executive Director employment contract, alternative performance rewards will be awarded as per the relevant policy.
- 9.5 In the case of unacceptable performance, the City Manager shall provide systematic remedial or developmental support to assist the Executive Director to improve their performance.
- 9.6 Where the City Manager is, at any time during the Executive Director's employment, not satisfied with the Executive Director's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Executive Director to attend a meeting with the City Manager.
- 9.7 The Executive Director will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Executive Director's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 9.8 Where there is a dispute or difference as to the performance of the Executive Director under this Agreement, the parties will confer with a view to resolving the dispute or difference.
- 10. DISPUTES**
- 10.1 Any dispute arising out of this Agreement, shall be submitted to and determined by arbitration in accordance with the arbitration rules of an accredited private dispute resolution agency, as amended. The arbitrator shall be mutually agreed upon, and shall be selected from a list of arbitrators supplied by an accredited private dispute resolution agency.
- 10.2 The parties shall, prior to the arbitration date, be required to meet with the arbitrator in order to determine the appropriate terms of reference for the arbitrator, and their powers, and to submit an agreement in writing to the arbitrator.
- 10.3 Should the parties fail to agree on the identity of the arbitrator within a period of 14 days after the date of the submission of the dispute to the City Manager, either of the parties shall be entitled to

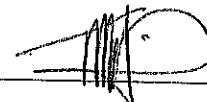
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SIGNED at Braamfontein on this the 26th day of July 2024

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

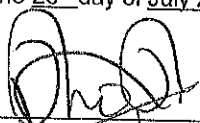


Floyd Brink
City Manager

Witness: 

Witness: 

SIGNED at Braamfontein on this the 26th day of July 2024

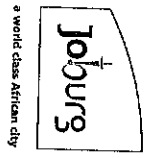


Patrick Phophi
Executive Director

Witness: 

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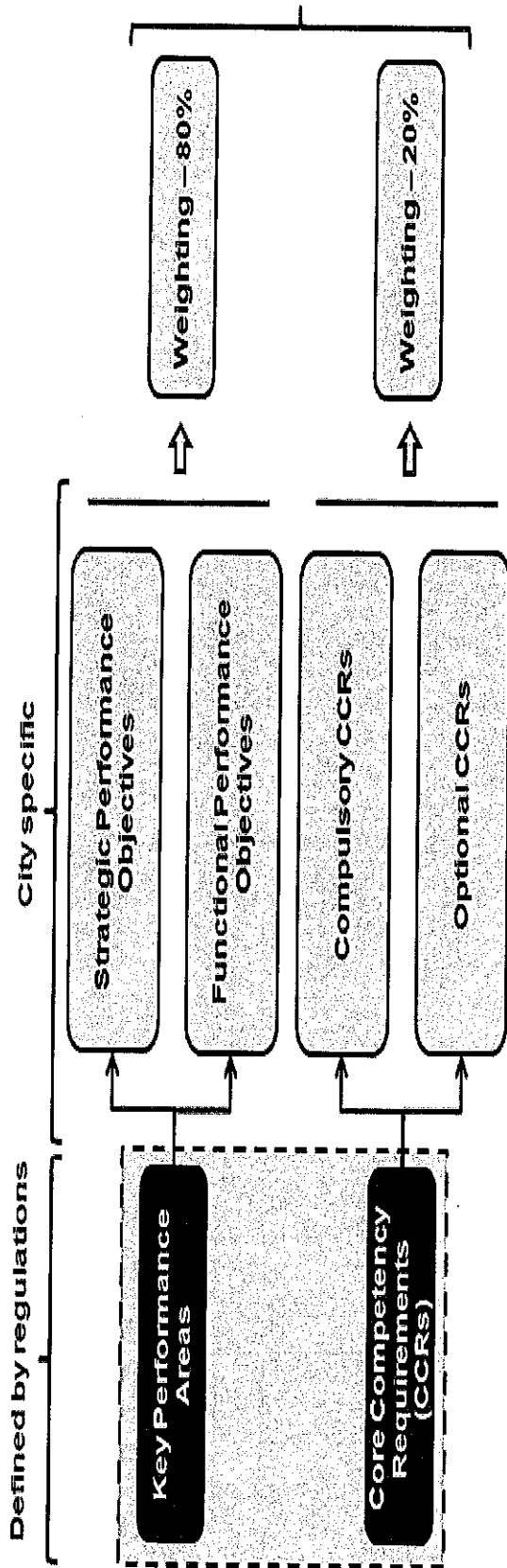


BENEFICIARY'S SCORES	
Employee	Patrick Phophi: Executive Director: Human Settlements:
Manager	Floyd Brink: City Manager
Department	Human Settlement
Responsibilities	To improve the quality of live through Human Settlements programmes that include upgrading of informal settlements, construction of housing opportunities for the underprivileged, development of serviced sites, registration of title deeds (subsidized stands and units), issuing of Title deeds to the beneficiaries, refurbishment of flats, refurbishment of retirement villages, alternative Housing units, acquisition of land, management of informal settlements and collection of rentals from housing stock tenants.
The period of this Performance Plan is from 1 July 2024 to 30 June 2025	

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Weighting of CCRs/KPAs defined by the regulations

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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SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES (SPOS)

KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
1.	Upgrading of informal settlements	1.1	Number of informal settlement households provided with water	1022	1 = 900 households 2 = 1000 - 1249 households 3 = 1250 - 1399 households 4 = 1400 - 1499 households 5 = 1500 - 2000 households	Completion certificates
		1.2	Number of informal settlement households provided with electricity	1509	1 = 900 households 2 = 1000 - 1249 households 3 = 1250 - 1399 households 4 = 1400 - 1499 households 5 = 1500 - 2000 households	Completion certificates
		1.3	Number of informal settlement households provided with sanitation	823	1 = 900 households 2 = 1000 - 1249 households 3 = 1250 - 1399 households 4 = 1400 - 1499 households 5 = 1500 - 2000 households	Completion certificates
2.	Increase the delivery of housing	2.1	Number of mixed housing units constructed ¹	2044	1 = 1600 2 = 1700 3 = 1800 - 1900 4 = 2000 5 = 2010	Provincial quality inspection report or Letter of confirmation from Developers or completion certificates
3.	Title deeds transferred	3.1	Number of title deeds issued to	2811	1 = 1100	Database of Title deeds issued

¹ Including Southern Farms. Circular 88 wording: Number of subsidized housing units constructed using various HS programmes – target 2850.

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KPA/SPO No	Key Performance Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
	to eligible beneficiaries		the beneficiaries.		<ul style="list-style-type: none"> 2 = 1200 3 = 1500 4 = 1600 5 = 1700 	register or letter and database from Province
4.	Housing rental stock and temporary accommodation	4.1	Number of repairs and maintenance completed for Human Settlements stock (<i>Flats & Senior Citizens rentals</i>)	5	<ul style="list-style-type: none"> 1 = 100 – 800 house Households 2 = 900 units 3 = 1000 units 4 = 1100 units 5 = 1200 units 	Completion certificates or letter from the developer or Happy Letter(s)
5	Economic sustainability	5.1	Number of EPWP job opportunities created through the departmental projects ²	438	<ul style="list-style-type: none"> 1 = 200 2 = 250 - 300 3 = 301 - 350 4 = 351 = 400 5 = 450 	<ul style="list-style-type: none"> • Cumulative participants listing • Certified ID copy • Copy of contract of employment • Attendance register • Proof of payment
		5.2	Number of SMMEs supported through the departmental projects ³	14	<ul style="list-style-type: none"> 1 = 21 2 = 22 3 = 25 4 = 28 5 = 30 	Financial support: <ul style="list-style-type: none"> • Signed-off main contract or sub-contract; or • Purchase order(s), or invoice(s) or payment report(s) Non-Financial Support <ul style="list-style-type: none"> • Training /workshops & exhibitions = attendance registers Non-Financial Support <ul style="list-style-type: none"> • Business consultation reports

² The department to engage and comply with DED guidelines and criteria.

³ Financial support: would be provision of contracts or sub-contracting to SMMEs or facilitating or providing funding for SMME.

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

⁴ Each department and ME to set their own target.

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KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
6.	Accountability and Good Governance	6.1	% implementation of the ombudsman's recommendations ⁵	14%	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	Business consultation, business registration and compliance, business planning and market research, back- office support: accounting, legal; advice and mentorship, coaching, tendering assistance, funding facilitation Quarterly dashboard of the Ombudsman's recommended cases implemented signed-off by the Ombudsman.
		6.2	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	50%	1 = less than 50% implemented within 90 days or more days 2 = 50% - 84% implemented within 90 days or more days 3 = 85% - 100% implemented within 90 days 4 = 100% implemented	TO GFIS <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.

⁵ Department/Entity/ Employee must provide the Office of the Ombudsman with a written confirmation within 14 days of receiving the recommended corrective action stating if the recommended corrective action will be implemented or not. In the event that the recommendation will not be implemented a compressive report must be written to the Ombudsman stating why the recommended corrective action will not be implemented. The recommendations may include but not limited to negotiations, conciliation or mediation, apology, action that may result in disciplinary measures and any other justified way to obtain a settlement. Any person who fails to comply with any lawful instruction issued by the Office of the Ombudsman shall be found guilty of an offence and liable for a fine or imprisonment. Should there be no recommendations to implement, the KPI will not be scored at evaluation time.

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KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
7	Circular 88	7.1	% Circular 88 specified indicators achieved ⁶	New indicator	within 60 days 5 = 100% implemented within 30 days or less days	TO GSPCR Quarterly monitoring report signed by the Head of GFIS
8	Good Governance	8.1	Audit opinion ⁷	Unqualified Audit Report	1 < 70% resolution 2 = 75% - 80% resolution 3 = 85% - 90% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution 1= Disclaimer of Audit Opinion 2= Adverse Audit Opinion 3=Unqualified Audit opinion 4= Financially Unqualified Audit Opinion 5= Clean Audit Outcome	Department Quarterly Performance Report AG Management Letter
		8.2	% Resolution of internal audit findings ⁸	54%	1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings)	GAC Internal Audit Report on Findings Minutes
		8.3	% Resolution of external (AGSA) audit findings ⁹	100%	1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% - 97% resolution 5 = 98% - 100% resolution (including no findings)	GAC Internal Audit Report on Findings Minutes

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⁶ Circular 88 KPI are: Ha of land for Human Settlements in Priority Housing Development Areas – target 0.8Ha; Number of title deeds registered – target 3500; Number of informal Settlement assessed- target 10 and Number of Informal Settlements upgraded to Phase 2 – target 3.

⁷ The opinion may be that given for the department/entity where applicable.

⁸ These are findings by internal audit only that are picked up on an ongoing basis.

⁹ This is for only findings classified as matters affecting audit opinion and others important matters

KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO) (TOTAL WEIGHTING = 30%)						
1	Procurement and Contract Management	1.1	Percentage of supplier contracts within the department managed as per SCM standards ¹⁰	100%	1 = contract expired without starting new procurement process 2 = Contract expired while procuring 3 = 85% of contracts managed ¹² 4 = 90% of contracts managed ¹³ 5 = 100% of contracts managed ¹⁴	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	Procurement delayed	1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance 4 = Target met 1 month ahead of delivery date 5 = 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
2	UJFW Strategy Implementation	2.1	Percentage reduction in historical Unauthorised expenditure reported 30 June 2024	100%	1 =<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	UJFW report tabled at GAC and GPAC
		2.2	Percentage reduction in current and/or new Unauthorised expenditure	100%	1 =<80% 2=81-84% 3=85-95% 4=96-99%	

¹⁰ 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. What we want to measure is the compliance with the contract is agreed with the SP. Whether we have made savings, made sure there is no over-expenditure (UJFW), contract expiring, invalid contract utilised. SCM must give GPAC an assessment report.

¹¹ 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.

¹² New contracts secured within the contracts' stipulated timeframes without incurring deviations.

¹⁴ New contracts secured within the contracts' stipulated timeframes without incurring deviations.

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KPA/SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
					5=100%	
		2.3	Percentage reduction in historical Irregular expenditure reported 30 June 2024	100%	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	100%	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	
		2.5	Percentage reduction in historical Fruitless and Wasteful expenditure reported 30 June 2024	100%	1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above	
		2.6	Percentage reduction in current and/or new Fruitless and Wasteful expenditure	100%	1=<80% 2=81-99% 3=85-95% 4=96-99% 5=100%	
3	Risk Management	3.1	% of risks mitigation strategies action plan for departmental top strategic risks implemented towards the reduction of departmental risks	30%	1 < 50% implemented. 2 = 51% - 84% implemented 3 = 85% implemented 4 = 95% of departmental top strategic risks implemented 5 = 100% of departmental top strategic risks implemented	GRGC Risk analysis reports and Minutes

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KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
4	Departmental performance monitoring and reporting	4.1	% Achievement of departmental SDBIP	60%	1 < 75% resolved. 2 = 75% - 84% resolved 3 = 85% - 89% resolved 4 = 90% - 99% resolved 5 = 100% resolved	<ul style="list-style-type: none"> Signed departmental progress report GSPCR assessment reports presented at Sub-Mayoral Cluster meeting. Minutes of Sub-Mayoral Cluster Committee
5	Policies	5.1	% Of approved policies in departmental policy register	New indicator	<p>1=<85% policies reviewed and approved within 6 months after date of review.</p> <p>2=85% - 99% policies reviewed and approved within 3 months after date of review.</p> <p>3=100% all policies approved within the timelines set in the policies.</p> <p>4=100% policy awareness sessions for all approved policies.</p> <p>5= 100% of all policies reviewed and approved within 3 months prior to the due date.</p>	<p><u>TO GSPCR POLICY UNIT</u></p> <ul style="list-style-type: none"> Quarterly database of all policies and their status progress reports. Policy awareness such as COJ messages and COJ website extract. Copies of approved policies. <p><u>GSPCR Policy to M&E UNIT</u> A letter signed by the Chairperson of the Citywide Policy Coordination Committee (CPCC) confirming the policy status of the register of the department.</p>
6	Responsiveness	6.1	% Compliance with response timelines for the submission of the Annual Performance Report ¹⁵	100%	<p>1 < 90% compliance</p> <p>2 = 90% - 99% compliance</p> <p>3 = 100% compliance</p> <p>4 = 100% compliance 1 days earlier</p> <p>5 = 100% compliance 2 days earlier</p>	<ul style="list-style-type: none"> Request for submission and proof of submission. Signed consolidated GSPCR assessment report.

¹⁵ 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 Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
		6.2	Turnaround times to respond to oversight & advisory committees' requests GPAC MPAC GAC S79 Committees	No matters recorded	1 = 2 days after the approved timelines 2 = 1 day after the approved timelines 3 = Within the approved timelines 4 = 1 day ahead of approved timelines 5 = 2 days ahead of approved timelines	<ul style="list-style-type: none"> Tracking sheet of all requests received indicating timeframes and status of responses signed by the HoD submitted to the POCM¹⁶. POCM sign-off Sign-off by the secretariat for S79 committees.
6	Service Delivery Profiling	6.1	% Completion of the service delivery profile of all projects implemented by the department ¹⁷	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 citywide Signed Implementation Reports per region
10	Municipal Entities	10.1	Number of reports on participation in strategic entities activities	New Indicator	1= No report 2= Draft reports 3 = 1 report per entity 4= 2 reports per entity 5= Consolidated Annual Report with observations and recommendations submitted to the CM	<ul style="list-style-type: none"> Participatory reports Consolidated Annual Report

¹⁶ For this KPI - department must do a self-assessment which should be done through a tracking matrix. This tracking sheet/template should be signed off by the HoD and submitted to POCM for vetting. Given that departments report to their various section 79 committees, the secretariat of these committees should also then counter sign the matrix before it is vetted by POCM. Also, during the quality assurance process, POCM should be privy to the MOV that has been submitted by the departments.

¹⁷ All departmental projects in the business plan including day-to-day.

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**SECTION 3: CORE COMPETENCY REQUIREMENTS
(TOTAL WEIGHTING = 20%)**

		Financial Competence (Compulsory)			
1	Expenditure Management	1.1	% Spent of allocated departmental Capex ¹⁸	93%	<ul style="list-style-type: none"> 1 < 93% Capex spent 2 = 93% - 94% Capex spent 3 = 95% - 97% Capex spent 4 = 98% - 99% Capex spent 5 = 100% Capex spent <ul style="list-style-type: none"> • SAP Report • Midyear and Annual financial expenditure report by Group Finance
		1.2	% Spent of allocated departmental Opex budget	Overspent by R-70,792	<ul style="list-style-type: none"> 1 < 93% Opex spent 2 = 93% - 94% Opex spent 3 = 95% - 97% Opex spent 4 = 98% - 99% Opex spent 5 = 100% Opex spent <ul style="list-style-type: none"> • SAP Report • Midyear and Annual financial expenditure report by Group Finance
		1.3	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment ¹⁹	76%	<ul style="list-style-type: none"> 1 < 80% of valid invoices paid within 30 days 2 = 80% of valid invoices paid within 30 days 3 = 85% of valid invoices paid within 30 days of invoice date 4 = 95% of valid invoices paid within 30 days 5 = 100% of valid invoices paid within 30 days <ul style="list-style-type: none"> • Midyear and Q4 Finance Reports
		People Management and Empowerment (Compulsory)			

¹⁸ This is applicable to departments with large capex budget – threshold to be determined.

¹⁹ 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 Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees ²⁰	<100%	1 < 80% (Establishment of a Departmental Training Committee) 2 = 80% (Development and sign off a Departmental Workplace Skills Plan) 3 = 85% Implementation (of a Departmental Workplace Skills Plan ²¹) 4 = 90% implementation (of Departmental Workplace Skills Plan and all competency gaps identified in the skills audits including for level 5 – 6 employees ²²) 5 = 95% implementation (of all competency gaps identified in the skills audits including for level 5 – 6 employees)	TO GCSS <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. FROM GCSS to GSPCR <ul style="list-style-type: none"> • Consolidated implementation report
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ ²³ in the department	10%	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,	<ul style="list-style-type: none"> • Assessment report by GCSS

²⁰ 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.

²¹ General training to improve skills including Individual Learning Plans trainings.

²² 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.

²³ 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 Areas	KPI No.	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
		3.2	% Implementation of the Departmental Performance Management Moderation process	New indicator	more than 50% of employees achieved 3.1 or more on their set targets 1 = < 65% (Approved TORs in place) 2 = 66% - 84% (Committee members appointed and induction meeting held) 3 = 85% (Midyear moderation process done) 4 = 90% (Final moderation process done) 5 = 100% (Both midyear and Final moderation processes done)	<ul style="list-style-type: none"> Compliance Report by GCSS Approved Departmental Moderation reports.
		3.3	Percentage of disciplinary cases resolved within 120 days ²⁴	0.05%	1 = >75% 2 = 75 - 80% 3 = 81 - 85% 4 = 86 - 90% 5 = 90 - 100%	<ul style="list-style-type: none"> Appointment letters of Prosecutor and Presiding Officer Disciplinary sanction
		3.4	% Decrease in quarterly salary bill of all suspended officials in the department ²⁵	New indicator	1= 55% decrease 2= 60% decrease 3= 75% decrease 4= 76% decrease 5= 77% decrease	<ul style="list-style-type: none"> TO GCSS Quarterly reports FROM GCSS TO GSPCR Monitoring report tabled at EMT
4	Employee safety	4.1	Percentage compliance to SHE Policy/ Directives to promote health and safety in the department ²⁶	30%	1 = 40% compliance to SHE audits 2 = 60% compliance to SHE audits	<ul style="list-style-type: none"> Quarterly assessment reports by SHELA & FCM tabled at EMT

²⁴ 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.

²⁵ GCSS is dependent on Core departments line management to report quarterly on suspensions and disciplinary cases to inform GCSS City reporting.

²⁶ 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

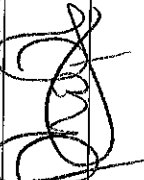

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KPA/SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
5	Organisational Geyodi Mainstreaming	5.1	% Geyodi mainstreaming in the City ²⁷		3 = 80% - 89% compliance to SHE audits 4 = 90% - 94% compliance to SHE audits 5 = 95% - 100% compliance to SHE audits	
Change Management (optional)						
			New indicator		1 ≤ 40% ²⁸ 2 = 41% - 59% ²⁹ 3 = 60% - 79% ³⁰ 4 = 80% - 99% ³¹ 5 = 100% ³²	To GCSS: • Senior Managers' Appointment letters. • Manco/SMT Minutes • Training Manuals & Presentations. • Reports (on progress or implemented programmes or projects). • Consolidated GEYODI compliance report.
Customer Orientation and Customer Focus (Compulsory)						
7	Customer satisfaction	7.1	Percentage increase in customer satisfaction levels ¹	2% increase (22/23)	1 = decrease. 2 = no change or <1%	Survey results

- 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 COVID 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

²⁷ The KPI include both the internal and external focused initiatives on Gender, Youth and Disabilities, including Employment Equity compliance in the City.
²⁸ Assignment of Senior Managers to champion the GEYODI Mandate in the department i.e., Geyodi Gender Focal Points and EE Senior Managers
²⁹ Senior management feedback on Geyodi matters by including GEYODI as a standing item in Senior Management Team (SMT) / Management Committee (Manco) meetings.
³⁰ Development of GEYODI Action Plans, including regular consultation with both internal and external stakeholders
³¹ Two (2) initiatives aimed at mainstreaming GEYODI within a department/Municipal Entity.
³² Four (2) initiatives aimed at mainstreaming GEYODI within a department/Municipal Entity.

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KPA/ SPO No	Key Performance Areas	KPI No	Key Performance Indicators (KPIs)	Baseline Achieved	Target	Means of Verification
					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>						
Patrick Phophi Executive Director: Human Settlements			 Signature:		Floyd Brink City Manager Signature:  Date: 26 July 2024	