

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 2024 to 30 June 2025

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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

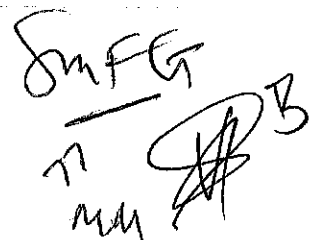
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- 3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Ombudsman, and, subject to paragraph 3.3, will continue in force until a new performance agreement is concluded between the parties as 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.

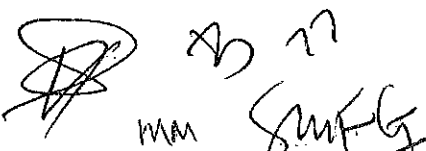
6. EVALUATING PERFORMANCE

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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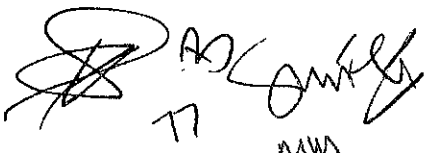
- 7.3 Work collaboratively with the Ombudsman to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- 7.4 On the request of the Ombudsman delegate such powers reasonably required by the Ombudsman to enable them to meet the performance objectives 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.

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- 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 26th day of July 2024

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



Floyd Brink
City Manager


Witness: _____



Witness: _____

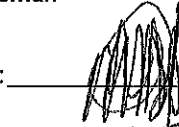


SIGNED at Braamfontein on this the 26th day of July 2024



Adv Siduduzo Gumede
Ombudsman

Witness: _____



Witness: _____



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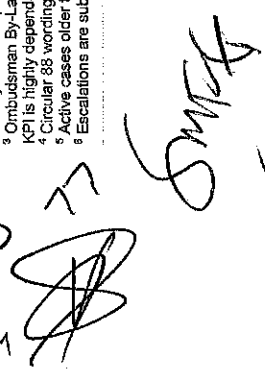
Annexure A

PERFORMANCE SCORECARD	
Employee	Adv. Sidduzo 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 2024 to 30 June 2025	



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	1.1	% Of new complaints processed in line with the By-Law (read with the Ombudsman Intake SOP)	92%	1 = 69% processed 2 = 70% processed 3 = 93% ² processed 4 = 94% processed 5 = 100% processed within 14 days	<ul style="list-style-type: none"> Complaints database Quarterly OCOL Reports
2.	Complaints management	2.1	% Resolution of accepted complaints in line with the by-Law ³ (read with Ombudsman Investigations SOP)	42%	1 = 30% resolved 2 = 40% resolved 3 = 51% resolved 4 = 60% resolved 5 = 70% resolved	<ul style="list-style-type: none"> Quarterly OCOL Reports Database of closed complaints
		2.2	<i>Circular 88</i> ⁴ Number of pro-active investigations resolved	20	1 = 0 2 = 10 3 = 22 4 = 26 5 = 30	<ul style="list-style-type: none"> Quarterly OCOL Reports Closed investigations reports
		2.3	% Of reduced backlog ⁵	11.2%	1 = 0% 2 = 10% 3 = 20% 4 = 30% 5 = 40%	<ul style="list-style-type: none"> Quarterly OCOL Reports
		2.4	Number of Reports on recommended corrective action not implemented by City departments and entities ⁶	2	1 = 0 2 = 3 3 = 4 4 = 50% implementation on monitoring 5 = 100% implementation on monitoring	<ul style="list-style-type: none"> Quarterly Escalation Report to CM (through OCOL) Quarterly Implementation OCOL Reports
3.		3.1	% Monitoring the implementation of	100%	1 = Development of the Implementation Plan 2 = 75% implementation plan	<ul style="list-style-type: none"> Integrated Marketing and communications strategy

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 Ombudsman By-Law, 2023 (hereafter referred to as the By-Law).
⁴ KPI is highly dependent on co-operation of City departments and entities.
⁵ Circular 88 wording: Percentage of official complaints responded to through the municipal complaints management system.
⁶ Active cases older than 6 months in line with the SOP as of 1 July 2024. Review SOP and include Backlog.
Escalations are subject to noncompliance to the implementation of Ombudsman recommendations by Departments and MFS

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
	Public Awareness/Advocacy	3.2	Report on annual survey ⁷ on the level of public awareness of work of the Office of the Ombudsman	Concept document ¹	3= 100% Awareness campaigns 4= 10% level of awareness 5= 20% level of awareness	<ul style="list-style-type: none"> Quarterly OCOL Report Survey Report
4	Economic sustainability	4.1	Number of EPWP job opportunities created through the departmental projects ⁷	14	1= 0 2= 10 3= 14 4= 1 training intervention 5= 2 training interventions	<ul style="list-style-type: none"> To DED Cumulative participants listing Certified ID copy Copy of contract of employment Attendance register Proof of payment 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	Accountability and Good Governance	5.1	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	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"> AG Management Letter
6	Good Governance	6.1	Audit opinion ⁸	Unqualified Audit Report	1 = Disclaimer of Audit Opinion ⁹ 2 = Adverse Audit Opinion ¹⁰ 3 = Qualified Audit Opinion ¹¹ 4 = Financially Unqualified Audit Opinion ¹² 5 = Clean Audit Outcome ¹³	<ul style="list-style-type: none"> GAC Internal Audit Report on Findings Minutes
		6.2	% Resolution of internal audit findings ¹⁴	100%	1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution	

7 The department to engage and comply with DED guidelines and criteria.
8 The opinion may be that given for the department/ivity where applicable.
9 The auditee provided insufficient evidence in the form of documentation on which to base an audit opinion. The lack of sufficient evidence is not confined to specific amounts or represents a substantial portion of the information contained in the financial statements.
10 The financial statements contain material misstatements that are not confined to specific amounts, or the misstatements represent a substantial portion of the financial statements.
11 The financial statements contain material misstatements in specific amounts, or there is insufficient evidence for us to conclude that specific amounts included in the financial statements are not materially misstated.
12 The financial statements are free from material misstatements. Unless we express a clean audit outcome, findings have been raised on either reporting on predetermined objectives or non-compliance with legislation, or both these aspects.
13 The financial statements are free from material misstatements (in other words, a financially unqualified audit opinion) and there are no material findings on reporting on performance objectives or non-compliance with legislation.
14 These are findings by internal audit only that are picked up on an ongoing basis.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					4 = 96% -97% resolution 5 =98% - 100% resolution (including no findings)	
		6.3	% Resolution of external (AGSA) audit findings ¹⁵	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 Minutes
SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FFO) (TOTAL WEIGHTING = 30%)						
1.	Procurement and Contract Management	1.1	Percentage of supplier contracts within the department managed as per SCM standards ¹⁶	100%	1 = contract expired without starting new procurement process 2 = Contract expired while procuring 3 = 85% of contracts managed ¹⁷ . 4 = 90% of contracts managed ¹⁸ . 5 = 100% of contracts managed ¹⁹ .	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 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

¹⁵ This is for only findings classified as matters affecting audit opinion and others important matters.

¹⁶ 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.

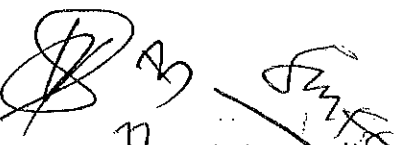
¹⁷ New contracts secured within the contracts' stipulated timeframes without incurring deviations.

¹⁸ New contracts secured within the contracts' stipulated timeframes without incurring deviations.

¹⁹ New contracts secured within the contracts' stipulated timeframes without incurring deviations.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	Risk Management	2.2	Percentage reduction in current and/or Unauthorized expenditure	100%	1=<80% 2=81-84% 3=85-95% 4=96-99% 5=100%	GRCC Risk analysis reports and Minutes
		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 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	0%	1=<80% 2=81-84% 3=85-89% 4=90-94% 5=95% and above	
		2.6	Percentage reduction in current and/or Fruitless and Wasteful expenditure	0%	1=<80% 2=81-99% 3=85-95% 4=96-99% 5=100%	
		3.1	% of risks mitigation strategies action plan for departmental top strategic risks implemented towards the reduction of departmental risks	51%	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	



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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
4	Departmental performance monitoring and reporting	4.1	% Of departmental SDBIP escalated matters resolved	75%	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	% Of approved policies in departmental/entity policy register	New	1=<85% policies reviewed and approved within 6 months after date of review. 2=85% - 99% policies reviewed and approved within 3 months after date of review. 3=100% all policies approved within the timelines set in the policies. 4=100% policy awareness sessions for all approved policies. 5= 100% of all policies reviewed and approved within 3 months prior to the due date.	<u>Departmental level</u> <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. <u>GSPCR Policy Coordination Unit Level</u> A letter signed by the Chairperson of the Citywide Policy Coordination Committee (CPCC) confirming the policy status of the register of the department.
6	Responsiveness	6.1	% Compliance with response timelines for the submission of the Annual Performance Report ²⁰	100% compliance	1 < 90% compliance 2 = 90% - 99% compliance 3 = 100% compliance 4 = 100% compliance 1 days earlier 5 = 100% compliance 2 days earlier	GSPCR tracking report signed-off by M&E Unit Head
		6.2	Turnaround times to respond to oversight & advisory committees' requests. GPAC MPAC GAC S79 Committees	Within the approved timelines	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. Matters arising of the committees

²⁰ Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report

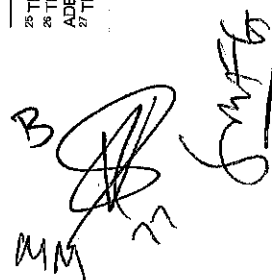
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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
7	Service Delivery Profiling	7.1	% Completion of the service delivery profile of all projects (awareness sessions) implemented by the department ²¹	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 quarterly Implementation Reports per region
SECTION 3: CORE COMPETENCY REQUIREMENTS (TOTAL WEIGHTING = 20%)						
Financial Competence (Compulsory)						
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 Midyear and Annual financial expenditure report by Group Finance
		1.2	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment ²²	100%	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 on UIFWs.
People Management and Empowerment						
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees ²³	Development and sign off a Departmental	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 ²⁴)	<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.

²¹ All departmental projects in the business plan including day-to-day.
²² 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.
²³ 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.
²⁴ General training to improve skills including Individual Learning Plans trainings.

KPA No	Key Performance Area	KPI No	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ ²⁶ in the department	Workpla ce Skills Plan <65%	4 = 90% implementation (of Departmental Workplace Skills Plan and all competency gaps identified in the skills audits including for level 5 – 6 employees ²⁵) 5 = 95% implementation (of all competency gaps identified in the skills audits including for level 5 – 6 employees) 1 = <65% 2 = 65% - 84% 3 = 85% - 100% 4 = 100% compliance, up to 50% of employees achieved 3.1 or more on their set targets 5 = 100% compliance, more than 50% of employees achieved 3.1 or more on their set targets	Assessment report by GCSS
		3.2	% Implementation of the Departmental Performance Management Moderation process	New indicator	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 ²⁷	No cases	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	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

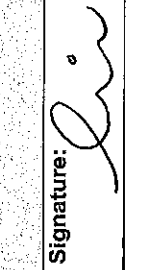

²⁵ This is specific to outcomes of the skills audits conducted. The HoD must ensure that employees within the department comply and participate as per the GCSS programme.
²⁶ This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees. Includes signing of scorecards and ILPs, coaching and review sessions, submission of ADBS reports and evidence, as well as the departmental performance report.
²⁷ 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
			suspended officials in the department ²⁸			
4	Employee safety	4.1	Percentage compliance to SHE Policy/ Directives to promote health and safety in the department ²⁹	68%	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 SHEIA & FCM tabled at EMT
Change Management (Optional)						
5	Organisational Geyodi Mainstreaming	5.1	% Geyodi mainstreaming in the City ³⁰	New indicator	1 ≤ 40% ³¹ 2 = 41% - 59% ³² 3 = 60% - 79% ³³ 4 = 80% - 99% ³⁴ 5 = 100% ³⁵	<ul style="list-style-type: none"> 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)						
6	Customer satisfaction	6.1	Percentage increase in customer satisfaction levels ³⁶	2% Increase (22/23)	1 = decrease. 2 = no change or <1% increase. 3 = 1% increase. 4 = 2% increase. 5 = > 2% increases	Satisfaction results

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.

²⁸ GCSS is dependent on Core departments line management to report quarterly on suspensions and disciplinary cases to inform GCSS City reporting.
²⁹ 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 Aid, Evacuation Marshalls, and Fire Fighting
 II. Minutes committing 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.
³⁰ The KPI include both the internal and external focused initiatives on Gender, Youth and Disabilities, including Employment Equity compliance in the City.
³¹ Assignment of Senior Managers to champion the GEYODI mandate in the department (i.e., Geyodi Gender Focal Points and EE Senior Managers
³² Senior management feedback on Geyodi matters by including GEYODI as a standing item in Senior Management Team (SMT) / Management Committee (Manco) meetings.
³³ Development of GEYODI Action Plans, including regular consultation with both internal and external stakeholders
³⁴ Two (2) initiatives aimed at mainstreaming GEYODI within a department/Municipal Entity.
³⁵ Four (2) initiatives aimed at mainstreaming GEYODI within a department/Municipal Entity.
³⁶ Quality of Life, as a collective participation

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
Adv. Siduduzo Gumedde Ombudsman				Floyd Brink City Manager		Date: 26 July 2024