



a world class African city

## PERFORMANCE AGREEMENT

Made and entered into by and between

### **THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY**

("the City")

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

and

Vicky Shuping

**("the Secretary to Council")**

**for the financial year: 1 July 2021 to 30 June 2022**

*BLB*  
*V. Neeloo FWB*

## 1. INTRODUCTION

- 1.1 The City has entered into a contract of employment with the Secretary to Council in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Secretary to Council reporting to the Acting 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 Secretary to Council;
  - 2.1.3 specify accountabilities as set out in the performance plan (scorecard) attached as Annexure 'A';
  - 2.1.4 monitor and measure performance against set targeted outputs;
  - 2.1.5 use the performance agreement and scorecard as the basis for assessing whether the employee has met the performance expectations applicable to his or her 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 Secretary to Council in attaining equitable and improved service delivery.

BLB  
2

V Needer FWB

### **3. COMMENCEMENT AND DURATION**

3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Secretary to Council, and, subject to paragraph 3.3, will continue in force until a new performance agreement is concluded between the parties as contemplated in paragraph 3.2.

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 Acting 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 Secretary to Council; and

4.1.2 the time frames within which those performance objectives and targets must be met.

4.2 The performance objectives and targets reflected in Annexure "A" (scorecard) are set by the Acting City Manager and the Group Performance Audit Committee after

*BLB*  
3  
*FWB*  
*V Necker*

consultation with the Secretary to Council and are based on the Growth and Development Strategy, Integrated Development Plan, Mayoral Priorities Service Delivery and Budget Implementation Plan (SDBIP) and Budget of the City, and include key objectives; key performance indicators; target dates and weightings.

- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Secretary to Council's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the City's Integrated Development Plan.

## **5. PERFORMANCE MANAGEMENT POLICY**

- 5.1 The Parties record that the City has a Performance Management Policy, which may be amended from time to time. It describes the systems and procedures of performance management in the City in which the Secretary to Council will be required to engage in performing his job.
- 5.2 The Secretary to Council agrees to participate in the performance management system that the City adopts or introduces.
- 5.3 The Secretary to Council accepts that the purpose of the performance management policy and system is to provide a comprehensive system with specific performance standards to assist the City, Acting City Manager and Secretary to Council to perform to the standards required.
- 5.4 The Secretary to Council undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.

4 BLB

V Neesken FWB

5.5 The Secretary to Council's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPAs.

**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 Secretary to Council, a Group Performance Audit Committee / Performance Evaluation Panel has been established to assist the Acting City Manager and in the process of evaluating the Performance of the Secretary to Council.

6.2 The performance of the Secretary to Council in relation to his or her 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 Secretary to Council must avail himself/herself for scheduled performance reviews. Failure to do so, may result in the Acting City Manager concluding on the Secretary to Council's review in absentia and the outcome of the review is final.

6.4 The Acting City Manager shall ensure that the Group Performance Audit Committee be convened to conduct review sessions on the performance of the Secretary to Council at least twice a year.

6.5 The Acting 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 Secretary to Council's performance by the Acting City Manager and Group Performance Audit Committee / Performance Evaluation Panel and may include recommendations for corrective steps to be taken to improve performance.
- 6.7 The City will be entitled to review and make reasonable changes to the provisions of the performance plan (scorecard) from time to time for operational reasons. The Secretary to Council will be consulted before any such change is made.
- 6.8 Despite the establishment of agreed intervals for evaluation, the Acting City Manager may, in addition, review the Secretary to Council performance at any stage while the contract of employment remains in force.
- 6.9 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.10 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA and CCR should be assessed according to the extent to which the specified standards or performance indicators have been met.

## **7. OBLIGATIONS OF EMPLOYER**

The City must -

- 7.1 Create an enabling environment to facilitate effective performance by the employee;
- 7.2 Provide access to skills development and capacity building opportunities;
- 7.3 Work collaboratively with the Secretary to Council to solve problems and generate solutions to common problems that may impact on the performance of the employee;

*BLB*

6

*✓ Needer FWB*

7.4 On the request of the Secretary to Council delegate such powers reasonably required by the Secretary to Council to enable him or her to meet the performance objectives and targets established in terms of the agreement; and

7.5 Make available to the Secretary to Council such resources as the Secretary to Council may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

## **8. CONSULTATION**

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

## **9. MANAGEMENT OF OUTCOMES**

9.1 The evaluation of the Secretary to Council's performance will form the basis for rewarding performance or correcting unacceptable performance.

9.2 Non-financial performance rewards may be awarded or a performance bonus not exceeding 14% may be paid to the Secretary to Council in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement, whichever is applicable as per the contract of employment.

9.3 An increase may be awarded to the Secretary to Council in accordance with the City's policy and system referred to in this agreement, where applicable.

9.4 Should the Secretary to Council be entitled to non-financial performance rewards or bonus referred to in paragraph 9.2, this will be implemented after the tabling of the annual report.

9.4.1 However, should the Secretary to Council not be entitled to a performance bonus in line with the Secretary to Council employment contract, alternative performance rewards will be awarded as per the relevant policy.

*BLB*

*V Neeson*<sup>7</sup> *FWB*

- 9.5 In the case of unacceptable performance, the Acting City Manager shall provide systematic remedial or developmental support to assist the Secretary to Council to improve his or her performance.
- 9.6 Where the Acting City Manager is, at any time during the Secretary to Council's employment, not satisfied with the Secretary to Council's performance with respect to any matter dealt with in this Agreement, the Acting City Manager will give notice to the Secretary to Council to attend a meeting with the Acting City Manager.
- 9.7 The Secretary to Council will have the opportunity at the meeting to satisfy the Acting City Manager of the measures being taken to ensure that the Secretary to Council's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 9.8 Where there is a dispute or difference as to the performance of the Secretary to Council under this Agreement, the parties will confer with a view to resolving the dispute or difference.

## **10. DISPUTES**

- 10.1 Any dispute arising out of this Agreement, shall be submitted to and determined by arbitration in accordance with the arbitration rules of an accredited private dispute resolution agency, as amended. The arbitrator shall be mutually agreed upon and shall be selected from a list of arbitrators supplied by an accredited private dispute resolution agency.
- 10.2 The parties shall, prior to the arbitration date, be required to meet with the arbitrator in order to determine the appropriate terms of reference for the arbitrator, and his 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 Acting City Manager, either of the parties shall be entitled to request a private dispute resolution agency,

*BLB*

8

*Needles FWB*



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 Secretary to Council shall be bound to the dispute resolution procedures contained herein.

10.6 The fact that any dispute has been referred to, or is the subject of an arbitration, as well as any information submitted or furnished to the arbitrator, or in any other matter forming part of the record of any arbitration proceeding, shall be kept confidential by the parties to such proceeding.

## 11. GENERAL

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

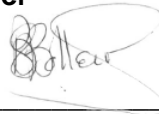
SIGNED at Braamfontein on this the 8<sup>th</sup> day of July 2021

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



\_\_\_\_\_  
**Floyd Warren Brink**  
**Acting City Manager**

Witness:



Witness:



SIGNED at Braamfontein on this the 8<sup>th</sup> day of July 2021



\_\_\_\_\_  
**Vicky Shuping**  
**Secretary to Council**

Witness:



Witness:



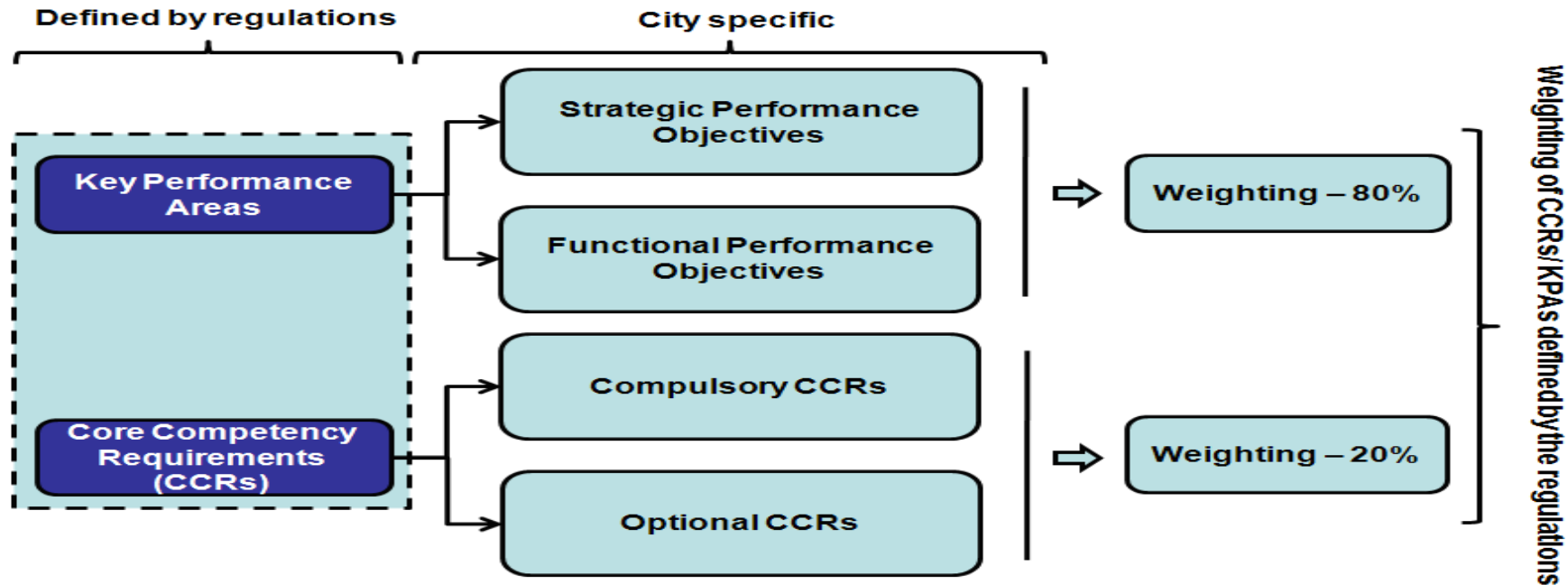
a world class African city

Annexure A

PERFORMANCE SCORECARD	
<b>Employee</b>	Ms. Vicky Shuping: Secretary to Council -
<b>Manager</b>	Floyd Warren Brink: Acting City Manager
<b>Department</b>	CoJ: Legislature
<b>Position Purpose</b>	<p>To direct and lead the Office of the Speaker, by developing, implementing, coordinating, facilitating and promoting best practice strategies, structures, mechanisms, policies, procedures, practices, programmes/ interventions and culture, in order to strengthen the Legislative Arm, of the City of Johannesburg, through the research, development and implementation of the best practice systems and processes of oversight and scrutiny; public participation; and by-law making. Key outputs:</p> <ul style="list-style-type: none"><li>I. Oversight;</li><li>II. Public participation; and</li><li>III. By-law making.</li></ul>
<b>The period of this Performance Plan is from 1 July 2021 to 30 June 2022</b>	

FWB

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%.

**SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES**

**STRATEGIC PERFORMANCE OBJECTIVES (SPO)**

**(TOTAL WEIGHTING = 50%)**

<b>KPA No</b>	<b>Key Performance Area</b>	<b>KPI No.</b>	<b>Key Performance Indicators (KPIs)</b>	<b>Baseline</b>	<b>Target</b>	<b>Means of Verification</b>
1.	Legislative oversight and accountability role over the Executive.	1.1	% compliance with Sec 18 (2) of the Municipal Structures Act (Council must meet at least once per quarter)	New indicator	1= 50% 2= 80% 3= 100% 4= 100% <sup>1</sup> 5=100% <sup>2</sup>	1. Council meeting minutes 2. Approved Council annual planner
		1.2	Number of oversight visits conducted by Section 79 Committees	27	1= <10 2= 20 3= 27 4= 35 5= 40	1. Committee oversight visit reports 2. Quarterly performance report.
		1.3	Number of Sec79 Committees Quarterly Oversight Reports produced on the Departments and MOEs quarterly performance reports and submitted to Council.	52	1= <30 2= 40 3= 52 4= 52 <sup>3</sup> 5= 52 <sup>4</sup>	1. Sec79 Committee Quarterly Oversight Reports. 2. Council minutes
		1.4	Number of oversight report produced on the annual report and submitted to Council	1	1= Public participation on the AR 2= Draft oversight report 3= 1 oversight report approved by Council by March 2022 4= S79 annexures 5= Referral of MPAC resolutions to the Executive	1. MPAC process plan for the consideration of the Annual Report 2. MPAC's oversight report on the City's Annual Report. 3. Minutes of MPAC and Council.

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

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

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

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

STRATEGIC PERFORMANCE OBJECTIVES (SPO) (TOTAL WEIGHTING = 50%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		1.5	% Monitoring of the implementation of the Council disestablishment and new Council establishment	New indicator	1= 40% 2= 60% 3= 85% 4= 90% 5=100%	1. Report on Council disestablishment and establishment. 2. Minutes of the first Council meeting
		1.6	Number of Sec 79 Committee meetings held in various Regions as part of taking Committees to people.	New indicator	1= 10 2= 20 3= 40 4= 50 5=60	1. Minutes of Committee meetings held in various Regions. 2. Attendance registers
2.	Public participation in the City of Johannesburg governance.	2.1	Number of IDP and Budget Regional Summits provided with logistical support.	8	1= 3 2= 5 3= 8 4=8 Regional Summits and 2 Sector based sessions. 5=8 Regional Summits and 5 Sector based sessions	1. Council approved IDP and Budget process plan 2. Report on the Regional IDP/CPB Public meetings held
		2.2	Percentage improvement in the level of participation by the citizens of the City	New indicator	1= 0% improvement 2= <1% improvement 3= 1% improvement 4= 3% improvement 5=5% improvement	1. Report on the citizen participation (Community Based Planning; IDP Outreach; By-laws Engagements; Civic Education Sessions; Online publications; Joburg Website notices; Social Media; and IGR Outreach)
		2.3	No of ward committee established	60%	1= <10 ward committee established 2= 20 ward committee Established 3= 30 ward committee established. 4= 40 ward committee established 5=50 ward committee	1. Report on the functionality of ward committees. 2. Minutes of ward committee meetings

STRATEGIC PERFORMANCE OBJECTIVES (SPO) (TOTAL WEIGHTING = 50%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					established	
		2.4	Number of legislature outreach events attended by the Legislature political leadership	40	1= <20 2= 30 3= 40 4= 50 5= 60	1. Outreach events reports 2. Quarterly performance report
3.	Councillor Compliance	3.1.	% Reporting on compliance to Councillor code of conduct	70%	1= 40% of reporting compliance. 2= 60% of reporting compliance. 3= 80% <sup>5</sup> 4= 90% <sup>6</sup> 5= 100% <sup>7</sup>	1. Quarterly reports of the Ethics Committee. 2. Minutes of the Ethics Committee meetings.
		3.2	80% reporting on the register of financial interests for Councillors.	80%	1= 40% 2= 60% 3= 85% <sup>9</sup> 4= 90% <sup>10</sup> 5= 100% <sup>11</sup> .	1. Register of Councillors' financial interests. 2. Notice of publication of the register of Councillors financial interests. 3. Minutes of Council on the approval of the register of Councillors financial interests

<sup>5</sup> Cllrs code of conduct matters referred to Ethics Committee.

<sup>6</sup> Reports related to Cllr code of conduct tabled at Ethics Committee.

<sup>7</sup> Reports related to Cllr code of conduct tabled to Council.

<sup>8</sup> The Integrity Commissioner's mandate of provision of confidential, independent, objective and timely advice, effective training to leverage the competency and professionalism of Councillors and to investigate allegations of breach of the Standing Rules and Orders of Council and the Code of Conduct and, where appropriate, to take corrective action.

<sup>9</sup> Compilation of the Register of Councillors financial interests.

<sup>10</sup> Tabling of the Register of Councillors financial interests published at Council

<sup>11</sup> Register of Councillors financial interests approved by Council for public viewing

STRATEGIC PERFORMANCE OBJECTIVES (SPO) (TOTAL WEIGHTING = 50%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
4	Accountability and Good Governance	4.1	% Implementation of the ombudsman's recommendations <sup>12</sup>	New indicator	1 = <25% 2 = 25- 49% 3 = 50-59% 4 = 60-69% 5 = 70% and above	Quarterly dashboard of the Ombudsman's recommended cases implemented signed-off by the Ombudsman
		4.2	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	New indicator	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	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
		4.3	Turnaround times to respond to oversight & advisory committees' requests	New indicator	1 = 2 days after the approved timelines 2 = 1 day after the approved timelines 3 = Within the approved	POCM analysis dashboard tabled at EMT

<sup>12</sup> Department/Entity/ Employee must provide the Office of the Ombudsman with a written confirmation within 14 days of receiving the recommended corrective action stating if the recommended corrective action will be implemented or not. In the event that the recommendation will not be implemented a compressive report must be written to the Ombudsman stating why the recommended corrective action will not be implemented. The recommendations may include but not limited to negotiations, conciliation or mediation, apology, action that may result in disciplinary measures and any other justified way to obtain a settlement.

Any person who fails to comply with any lawful instruction issued by the Office of the Ombudsman shall be found guilty of an offence and liable for a fine or imprisonment.



STRATEGIC PERFORMANCE OBJECTIVES (SPO) (TOTAL WEIGHTING = 50%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			GPAC MPAC GAC S79 OCG		timelines 4 = 1 day ahead of approved timelines 5 = 2 days ahead of approved timelines	
5	Good Governance	5.1	Audit outcome <sup>13</sup>	Unqualified Audit Report	1= Adverse Audit report <sup>14</sup> 2= Qualified Audit Report <sup>15</sup> 3= Unqualified Audit opinion with audit findings affecting audit opinion, other matters and administrative matters 4= Unqualified report with audit findings classified as other matters and administrative matters 5= Unqualified audit report with no findings (clean audit)	1. Audited Financial Report 2. Auditor General management report/letter and Audit Report
		5.2	% Resolution of internal audit findings <sup>16</sup>	No findings	1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% -97% resolution 5 =98% - 100% resolution	1. Internal Audit Report on Findings.

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

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

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

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

STRATEGIC PERFORMANCE OBJECTIVES (SPO) (TOTAL WEIGHTING = 50%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					(including no findings)	
		5.3	% Resolution of external (AGSA) audit findings <sup>17</sup>	No findings	1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% -97% resolution 5 =98% - 100% resolution (including no findings)	1. Management Letter 2. Annual/Quarterly Dashboard 3. Mayoral Committee Minutes
		5.4	% Compliance with response timelines for the development of the Annual Performance Report New indicator	New indicator	1 = 85% compliance 2 = 90% compliance 3 = 100% compliance 4 = 100% compliance 2 days earlier 5 =100% compliance 3 days earlier	GSPCR tracking report signed-off by GH

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

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

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
1	Procurement and Contract Management	1.1	% Management of contracted supplier contract within the department <sup>18</sup>	90% management of all contracts without incurring and deviations	<p>1 = contract expired without starting new procurement process</p> <p>2 = Contract expired while procuring</p> <p>3 = 100% management of all contracts without incurring and deviations).</p> <p>4 = New contract secured/ appointed (not through deviation or regulation 32 or 36) within a month of expiry of old contract.</p> <p>5 = New contract secured/ appointed (not through deviation or regulation 32 or 36) within more than a month of expiry of old contract.</p>	Status of the Contracts Register Sign-off by the OGCFO
		1.2	Acquisition of goods and services as per the approved demand plan <sup>19</sup>	90% compliance with the acquisition plan	<p>1 = Approved Acquisition plan</p> <p>2 = Procurement delayed</p> <p>3 = 100% compliance with the acquisition plan and all existing contracts in force</p> <p>4 = Target met ahead of delivery date (1 month)</p> <p>5 = Target met ahead of delivery date (2 months)</p>	<ul style="list-style-type: none"> <li>Approved Acquisition plan</li> <li>Departmental Quarterly Acquisition Status Reports</li> <li>SCM Assessment reports</li> </ul>

<sup>18</sup> Each department is responsible for ensuring that they have internal processes to monitor the lifespan of their supplier contracts. Contracts must always be in force for as long as the projects are ongoing to avoid Irregular Expenditure. The HoD must engage and respond to the GCFO in terms of updating the contracts register.

<sup>19</sup> This KPI serves as a Tracking of the acquisition plan, as well as Contract Management monitoring process. The HoD must ensure compliance with the acquisition plan and that all contracts in the department are managed.

STRATEGIC PERFORMANCE OBJECTIVES (SPO) (TOTAL WEIGHTING = 30%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		1.3	Percentage reduction in cumulative existing unauthorized, irregular, fruitless and Wasteful (UIFW) expenditure (rand value and transactions) by the department	+90% reduction in UIFW expenditure incurred	1 = 0 - 54% reduction 2 = 55% - 64% reduction 3 = 65% - 74% reduction 4 = 75% - 89% reduction 5 = 90% -100% reduction including no UIFW expenditure incurred	UIFW report tabled at GAC and GPAC
		1.4	Percentage of departmental UIFW expenditure incurred during 2021/22 financial year <sup>20</sup>	New indicator	1 = above 25% incurred 2 = 25% - 6% incurred 3 = 5% incurred 4 = 4% – 3% incurred 5 = 2% - 0% incurred	UIFW report tabled at GAC and GPAC
2	Risk Management	2.1	% of risks mitigation strategies action plan for departmental top strategic risks implementation towards the reduction of departmental risks	51% - 69%	1 < 50% implemented 2 = 51% - 69% implemented 3 = 70% -100% implemented 4 = 40% of departmental top strategic risks improved 5 = 60% of departmental top strategic risks improved	GRGC Risk analysis reports and Minutes
3	Departmental performance monitoring and	3.1	% Attainment of performance targets on departmental SDBIP/BP	70%	1 ≤ 75% 2 = 75% 3 = 85%	1. Sub Mayoral Cluster Midyear and Quarter 4 GSPCR assessment reports;

<sup>20</sup> This relates to the percentage of applicable departmental procurement budget

STRATEGIC PERFORMANCE OBJECTIVES (SPO) (TOTAL WEIGHTING = 30%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
	reporting				4 = 90% 5 = 100%	2. Minutes of Sub-Mayoral Cluster Committee. 3. Departmental quarterly performance report.

### SECTION 3: CORE COMPETENCY REQUIREMENTS

CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
<b>Financial Competence (Compulsory)</b>						
1	Expenditure Management	1.1	% Spent of allocated departmental Capex <sup>21</sup>	13%	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"> <li>SAP Report</li> <li>Midyear and Annual financial expenditure report by Group Finance</li> </ul>
		1.2	% 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"> <li>SAP Report</li> <li>Midyear and Annual financial expenditure report by Group Finance</li> </ul>
		1.3	Percentage of valid departmental invoices paid	95%	1 = 90% of valid invoices paid within 30 days	1. Midyear and Q4 Finance Reports on UIFWs.

<sup>21</sup> This is applicable to departments with large capex budget – threshold to be determined.

CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
			within 30 days of invoice date <sup>22</sup>		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	
<b>People Management and Empowerment (Compulsory)</b>						
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees and youth in the Johannesburg communities <sup>23</sup> .	100%	1= 100% completion of the skills audit for level 7 and 8 employees; 2= 100% implementation of all competency gaps identified in the skills audits for level 2 – 6 employees 3= 100% implementation of a compliant departmental Workplace Skills Plan 4= % recruitment of interns to participate in the City's internship programme. 5= % absorption of interns in the City.	<ul style="list-style-type: none"> <li>• Skills Audit Report and results by the service provider;</li> <li>• Training Report reflecting the implementation of training;</li> <li>• Database of skills gaps and status signed by HoD;</li> <li>• Signed of Workplace Skills Plan and Annual Training Report reflecting the implementation of training;</li> <li>• SAP HCM reports</li> </ul>

<sup>22</sup> By paying service provider within required 30 days, there will be a reduction or elimination of unnecessary auditing findings which will lead to improved control environment within SCM and City as a whole. Each department must ensure that submission of invoices to Group Finance are not delayed.

<sup>23</sup> Some Skills Audit interventions will be handled centrally by HCM, but departments will be responsible for budgets. Other interventions will be implemented via the departmental WSP – own training budgets, VIA Line Managers and HR Field through training budget.

CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
No	Key Performance Area	KPI No	Key Performance Indicator	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 <sup>24</sup> in the department	22.16%	1 = <65% 2 = 65% - 84% 3 = 85% - 100% 4 = 100% compliance and +40% of employees achieved 90% of their set scorecards targets 5 = 100% compliance and +60% of employees achieved 90% of their set scorecards targets	<ul style="list-style-type: none"> <li>Assessment report by GCSS</li> </ul>
		3.2	Percentage of disciplinary cases resolved within 90 days <sup>25</sup>	No cases	1 = <75% 2 = 75% 3 = 85% 4 = 95% 5 = 100%	1. Departmental disciplinary Case Reports signed off by GCSS
4	Employee safety	4.1	Percentage compliance to SHE guidelines in terms of averting fatalities in the department <sup>26</sup>	100%	1 = 40% compliance to SHE audits and <1 Disabling injuries. 2 = 60% compliance to SHE audits and <1 Disabling injuries. 3 = 80% compliance to SHE audits and <1 Disabling injuries. 4 = 90% compliance to SHE audits and 0 Disabling injuries and fatalities. 5 = 0 Fatalities and 95% compliance to SHE audits.	Quarterly assessment reports by SHELA & FCM tabled at EMT

<sup>24</sup> This is performance for the entire staff compliment in the department unless specified otherwise for departments with very large numbers of employees.

<sup>25</sup> The counting begins with the charge (charge sheet date) laid on the employee up to the day of approval by the Chairperson and committee, of the recommended disciplinary action to be implemented.

<sup>26</sup> This relates to injuries classified as fatalities by SHELA. The department to engage SHELA for guidelines.

CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
		4.2	% Implementation of citywide Covid-19 interventions in the department	New indicator	1 < 70% 2 = 70% - 84% 3 = 85% - 89% 4 = 90% - 99% 5 = 100%	Analysis report by GCSS
Change Management (optional)						
5	Human Capital and Management Empowerment	5.1	% Compliance with the implementation of EE in departments (including gender and disability) <sup>27</sup>	60%	1 < 40% <sup>28</sup> 2 = 40% - 59% <sup>29</sup> 3 = 60% - 79% <sup>30</sup> 4 = 80% - 99% <sup>31</sup> 5 = 100% <sup>32</sup>	<ul style="list-style-type: none"> <li>Approved EE Plan;</li> <li>Progress reports by EE Unit tabled at EMT</li> </ul>
6	Youth Development and employment	6.1	% Of qualified youth employed in the department <sup>33</sup>	New indicator	1 = Recruitment of interns to participate 2 = < 50% of qualified youth employed 3 = 50% - 60% of qualified youth employed 4 = > 60 % qualified youth employed 5 = > 80% qualified youth employed	<ul style="list-style-type: none"> <li>Recruitment reports</li> <li>SAP Reports</li> </ul>

<sup>27</sup> This is only about the process to be put in place in terms of the footnotes below.

<sup>28</sup> Create awareness to all employees on EE, Gender and Disability issues, establish functional EE, Disability and Gender structures and the develop 2019-2024 departmental EE Plan;

<sup>29</sup> Implementation of numerical targets (Race, Gender and Disability) and non-numerical targets (Affirmative Action measures) as stipulated in the Departmental EE Plan;


<sup>30</sup> Quarterly progress reports on the implementation of EE, Disability and Gender in the department (Monitoring and Evaluation of progress made);

<sup>31</sup> Integration of EE and training to affirm employees from the designated group to address identified gaps; and

<sup>32</sup> Develop integrated and coordinated transformational activities.

<sup>33</sup> This is dependent on the level of the position, responses received and performance in the interviews.



CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
<b>Customer Orientation and Customer Focus (Compulsory)</b>						
7	Customer satisfaction	7.1	Percentage increase in customer satisfaction levels	1.17%	1 = decrease 2 = 0.5% increase 3 = 1% increase 4 = 2% increase 5 > 2% increase	Customer Satisfaction Survey 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.						
Vicky Shuping: Secretary to Council		Signature:		Floyd Warren Brink Acting City Manager	Signature: 	Date: 8 July 2021