



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 Brink, Acting City Manager**, duly authorised  
by Municipal Council Resolution)

and

**Adv Sduduzo Gumede**

("the Ombudsman")

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

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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 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 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 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 Ombudsman in attaining equitable and improved service delivery.

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

3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the 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 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 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 Acting City Manager and the Group Performance Audit Committee after consultation with the Ombudsman and are based on the Growth and Development

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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 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 his 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, Acting 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 (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.

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5.5 The Ombudsman'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 Ombudsman, a Group Performance Audit Committee and Performance Evaluation Panel have been established to assist the Acting City Manager and in the process of evaluating the Performance of the Ombudsman.

6.2 The performance of the Ombudsman 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 Ombudsman must avail himself/herself for scheduled performance reviews. Failure to do so, may result in the Acting City Manager concluding on his/her 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 Ombudsman 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.

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- 6.6 Performance feedback shall be based on the assessment of the Ombudsman's performance by the Acting 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 Acting 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;
- 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;

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- 7.4 On the request of the Ombudsman delegate such powers reasonably required by the Ombudsman 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 Ombudsman such resources as the Ombudsman 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 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 his/her employment contract, alternative performance rewards will be awarded as per the relevant policy.

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- 9.5 In the case of unacceptable performance, the Acting City Manager shall provide systematic remedial or developmental support to assist the Ombudsman to improve his or her performance.
- 9.6 Where the Acting 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 Acting City Manager will give notice to the Ombudsman to attend a meeting with the Acting City Manager.
- 9.7 The Ombudsman will have the opportunity at the meeting to satisfy the Acting 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 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,



to appoint the arbitrator. The accredited private dispute resolution agency, in making the appointment, shall have regard to the nature of the dispute, and shall have regard to the parties' requirement of speedy arbitration in the selection of arbitrators. If the appointment is to be made in this manner, preference shall be given to the attorneys or advocates on the Panel of arbitrators of the accredited private dispute resolution agency.

10.4 The arbitrator shall be entitled further to determine the procedure to be followed in the arbitration, but to ensure that each party has the right to be heard, lead appropriate witnesses, submit documentation, and to argue in respect of the appropriate outcome and remedy. The arbitrator shall, in determining the procedures to be followed, be guided by the parties intention to have the dispute finally adjudicated upon within as short as possible a period from the date of the dismissal, or of the dispute, arising.

10.5 The parties shall be entitled to be represented by a representative of choice at the arbitration, and the outcome of the arbitration shall be final and binding. The Ombudsman shall be bound to the dispute resolution procedures contained herein.

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

## **11. GENERAL**

11.1 The contents of the Agreement and the outcome of any review conducted in terms of Annexure "A" (scorecard) will not be confidential and may be made available to the public by the City, where appropriate.

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11.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Ombudsman in terms of his contact 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 Brink**  
**Acting City Manager**



Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

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

\_\_\_\_\_  
**Adv Sduduzo Gumede**  
**Ombudsman**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**Annexure A**

<b>PERFORMANCE SCORECARD</b>	
<b>Employee Name and surname:</b>	Adv. Sduduzo Gumede: Ombudsman
<b>Manager Name and Surname:</b>	Floyd Brink: Acting City Manager
<b>Department</b>	Office of Ombudsman
<b>Position Purpose:</b>	<ol style="list-style-type: none"> <li>1) 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;</li> <li>2) To ensure that the complaints relating to the actions of the administration including its employees, where such alleged acts allegedly result in a contravention upon the rights of the public to efficient and courteous service, dignity, honesty and integrity in the public administration of the municipality, are investigated properly and dealt with;</li> <li>3) To ensure the adherence to the principles of procedural fairness and administrative justice; and</li> <li>4) assist in preserving and promoting compliance with all resolutions, policies and by-laws which govern the municipality, and which detail the direct or indirect services as rendered to members of the public and therefore ensuring that the rights of the public are protected;</li> <li>5) Provide for the reporting on the possibility of amending the processes or policies of the municipality, including those of the Office;</li> <li>6) Develop awareness of human rights among the residents of the City of Johannesburg;</li> <li>7) Make recommendations to the Acting City Manager in order to enhance the promotion and implementation of human rights;</li> <li>8) Undertake studies and report to the Executive Mayor and the Acting City Manager on matters relating to human rights; and</li> <li>9) Investigate complaints of violations of human rights by the administration of the municipality and to seek appropriate redress.</li> </ol>
<b>The period of this Performance Plan is from 1 July 2021 to 30 June 2022</b>	

## SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES

WEIGHTING = 50%

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
1	Accountability and Good Governance	1.1	% Revision of the Ombudsman By-law	New	1= 74% 2= 75% 3= 100% approved by-law 4= By-law approved by mid-year 5= 50% implementation of the revised By-law <sup>1</sup>	<ul style="list-style-type: none"> <li>Revised draft by-law</li> <li>Approved EMT report</li> <li>EMT report</li> <li>OCOL report noting the revised by-law</li> <li>MayCom Report approving revised by-law</li> <li>MayCom agenda and minutes</li> <li>Council report approving revised by-law</li> <li>Council agenda and minutes</li> </ul>
		1.2	Number of MOU/SLAs signed between the Office of the Ombudsman and City departments; Entities and external stakeholders	15	1= 0-10 2= 11-15 3= 16-18 4= 19-21 5= 22 and above	<ul style="list-style-type: none"> <li>Signed MOUs</li> <li>Quarterly Reports to OCOL</li> <li>Quarterly Reports to MayCom</li> <li>Quarterly Reports to Council</li> </ul>
		1.3	% Monitoring of the implementation of concluded SLAs with departments and MEs	New	1= 50% 2= 75% 3= 100% 4= 90% implementation of SLAs 5= 100% implementation of SLAs	<ul style="list-style-type: none"> <li>Quarterly Reports to OCOL</li> <li>Quarterly Reports to MayCom</li> <li>Quarterly Report to Council</li> </ul>

<sup>1</sup> This refers to processes and procedures for setting up a conducive environment putting up of systems and mechanisms to enable the Office to perform its functional and legal duties as stated in the By-Law.

WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2	Integrated media communications <sup>2</sup>	2.1	% Development of integrated media communications strategy	New	1= 50% 2= 75% 3= 100% Council approved Strategy 4= Strategy approved by December 2021 5= Strategy approved by October 2021	<ul style="list-style-type: none"> <li>• OCOL Report noting Strategy</li> <li>• MayCom Report approving Strategy</li> <li>• MayCom agenda and minutes</li> <li>• Council report approving Strategy</li> <li>• Council agenda and minutes</li> </ul>
		2.2	Number of outreach programs	New	1= 8 2= 10 3= 12 4= 14 5= 16	<ul style="list-style-type: none"> <li>• Attendance registers</li> <li>• Photos</li> <li>• Quarterly Reports to OCOL</li> <li>• Quarterly Reports to MayCom</li> <li>• Quarterly Reports to Council</li> </ul>
		2.3	% of ATL & BTL campaigns <sup>3</sup> executed	New	1= 74% 2= 75% 3= 100% 4= 5=	<ul style="list-style-type: none"> <li>• Quarterly Reports to OCOL</li> <li>• Quarterly Reports to MayCom</li> <li>• Quarterly Reports to Council</li> </ul>
3	Maladministration <sup>4</sup>	3.1	% of cases logged on the case management system	100%	1= 74% 2= 75% 3= 100% 4= 5=	<ul style="list-style-type: none"> <li>• Register of Complaints logged</li> <li>• Quarterly Reports noted at OCOL</li> <li>• Quarterly Reports to MayCom</li> <li>• Quarterly Reports to Council</li> </ul>

<sup>2</sup> Raise Awareness and Educate the residents of Johannesburg

<sup>3</sup> Above the Line & Below The Line Social Media (Facebook, Instagram), print, website, radio adverts

<sup>4</sup> 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

WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		3.2	% of new complaints assessed and referred for investigation within 21 working days	90%	1 <75% 2 = 76-85% 3 = 86-90% 4 = 91-95% implementation of new complaints resolution 5 = 95-100% implementation of new complaints resolution	<ul style="list-style-type: none"> <li>Complaints Database</li> <li>Quarterly Reports noted by OCOL</li> <li>Quarterly Reports to MayCom</li> <li>Quarterly Reports to Council</li> </ul>
4	Complaints resolved	4.1	% of maladministration complaints resolved within 3 months	80%	1 = 50% 2 = 70% 3 = 80% 4 = 90% 5 = 100%	<ul style="list-style-type: none"> <li>Settlement Agreements for matters resolved at Conciliation</li> <li>Closing Investigation reports</li> <li>Quarterly Reports noted by OCOL</li> <li>Quarterly Reports to MayCom</li> <li>Quarterly Reports to Council</li> </ul>
		4.2	Number of Human rights related complaints resolved within 6 months	8	1 = 0-7 complaints resolved 2 = 8-11 3 = 12-14 4 = 15-17 5 = 18 and more	<ul style="list-style-type: none"> <li>Closing Report</li> <li>Media Articles</li> <li>Quarterly Performance report noted by OCOL</li> <li>Quarterly Reports to MayCom</li> <li>Quarterly Reports to Council</li> </ul>
		4.3	Number of pro- active investigations initiated	10	1 = 0-7 proactive Investigations initiated 2 = 8-11 3 = 12-14 4 = 15-17 5 = 18 and more	<ul style="list-style-type: none"> <li>Closing Report</li> <li>Quarterly Reports noted by OCOL</li> <li>Quarterly Reports to MayCom</li> <li>Quarterly Reports to Council</li> </ul>
5	Accountability and Good Governance	5.1	% Monitoring of the Implementation of the Ombudsman recommendations / corrective actions	100%	1 = 80% 2 = 90% 3 = 100% 4 = 10% customer satisfaction feedback 5 = 20% customer satisfaction feedback	<ul style="list-style-type: none"> <li>Quarterly Implementation Dashboard noted by OCOL</li> <li>Quarterly Report to MayCom</li> <li>Quarterly Report to Council</li> </ul>

WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
6	Good Governance	6.1	Audit opinion <sup>5</sup>	Unqualified Audit Report	1= Adverse Audit report <sup>6</sup> 2= Qualified Audit Report <sup>7</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)	<ul style="list-style-type: none"> <li>Dashboard from Group Risk Assurance</li> </ul>
		6.2	% Resolution of internal audit findings <sup>8</sup>	95%	1 = 85% 2 = 90% 3 = 95% 4 = 97% 5 = 100%	<ul style="list-style-type: none"> <li>Dashboard from Group Risk Assurance</li> </ul>
		6.3	% Resolution of external (AGSA) audit findings <sup>9</sup>	95%	1 = 85% 2 = 90% 3 = 95% 4 = 97% 5 = 100%	<ul style="list-style-type: none"> <li>Dashboard from Group Risk Assurance</li> </ul>
		6.4	% Compliance with	New	1 = 85% compliance	<ul style="list-style-type: none"> <li>GSPCR tracking report signed-off</li> </ul>

<sup>5</sup> The opinion may be that given for the department/entity where applicable.

<sup>6</sup> This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

<sup>7</sup> This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

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

<sup>9</sup> These are AGSA findings from departmental/entity annual reports, as well as the main CoJ annual report.

WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			response timelines for the submission of the Annual Performance Report <sup>10</sup>	indicator	2 = 90% compliance 3 = 100% compliance 4 = 100% compliance 2 days earlier 5 = 100% compliance 3 days earlier	by GH
7	Accountability and Good Governance	7.1	Percentage of agreed recommendations implemented by department emanating from concluded forensic investigation within 90 days	New indicator	1 = less than 50% of agreed recommendations implementation within 90 days and/or more days 2 = 50% - 84% of agreed recommendations implementation within 90 days and/or more days 3 = 85% - 100% of agreed recommendations implementation within 90 days 4 = 100% of agreed recommendations implementation within 60 days 5 = 100% of agreed recommendations implementation 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
		7.2	Turnaround times to respond to oversight & advisory committees'	New indicator	1 = 2 days after the approved timelines 2 = 1 day after the approved timelines	POCM analysis dashboard tabled at EMT

<sup>10</sup> Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report



WEIGHTING = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			requests  GPAC MPAC GAC S79 OCG		3 = Within the approved timelines 4 = 1 day ahead of approved timelines 5 = 2 days ahead of approved timelines	

**SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO)**

No	KPA	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</b>							
1		Procurement and Contract Management	1.1	Percentage management of contracted supplier contract within the department <sup>11</sup>		1 = contract expired without starting new procurement process 2 = Contract expired while procuring 3 = 100% management of all contracts without incurring and deviations). 4 = New contract secured/ appointed (not through deviation or regulation 32 or 36) within a month of expiry of old contract.	Status of the Contracts Register Sign-off by the OGCF0

<sup>11</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.

No	KPA	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</b>							
						5 = New contract secured/ appointed (not through deviation or regulation 32 or 36) within more than a month of expiry of old contract.	
			1.2	Acquisition of goods and services as per the approved demand plan	100%	1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance 4 = Target met ahead of delivery date (1 month) 5 = Target met ahead of delivery date (2 months)	<ul style="list-style-type: none"> <li>• Approved Acquisition plan</li> <li>• Departmental Quarterly Acquisition Status Reports</li> <li>• SCM Assessment reports</li> </ul>
			1.3	Percentage reduction in cumulative existing unauthorized, irregular, fruitless and Wasteful (UIFW) expenditure (rand value and transactions) by the department	100%	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	New indicator	1 = above 25% incurred 2 = 25% - 6% incurred 3 = 5% incurred	UIFW report tabled at GAC and GPAC

No	KPA	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
<b>FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)</b>							
				during 2021/22 financial year <sup>12</sup>		4 = 4% – 3% incurred 5 = 2% - 0% incurred	
2		Risk Management	2.1	% of risks mitigation strategies action plan for departmental top strategic risks implementation towards the reduction of departmental risks		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 reporting	3.1	% Attainment of performance targets on departmental SDBIP/BP.	85%	1 ≤ 75% 2 = 75% 3 = 85% 4 = 90% 5 =100%	<ul style="list-style-type: none"> <li>GSPCR assessment reports presented at Sub-Mayoral Cluster meeting;</li> <li>Minutes of Sub-Mayoral Cluster Committee</li> </ul>

### SECTION 3: CORE COMPETENCY REQUIREMENTS

No	Key Performance Area	KPI No	Competency Indicator's	Baseline	Target	Means of Verification
<b>CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)</b>						
<b>Financial Competence (Compulsory)</b>						
1	Expenditure Management	1.1	% Spent of allocated departmental Capex <sup>13</sup>	95%	1 < 93% Capex spent 2 = 93% - 94% Capex spent	<ul style="list-style-type: none"> <li>SAP Report</li> <li>Capex report by Group Finance</li> </ul>

<sup>12</sup> This relates to the percentage of applicable departmental procurement budget

<sup>13</sup> This is applicable to departments with large capex budget – threshold to be determined.

No	Key Performance Area	KPI No	Competency Indicator's	Baseline	Target	Means of Verification
<b>CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)</b>						
					3 = 95% - 97% Capex spent 4 = 98% - 99% Capex spent 5 = 100% Capex spent	
		1.2	% Spent of allocated departmental Opex budget	95%	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>Opex report by Group Finance</li> </ul>
		1.3	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance <sup>14</sup>	100%	1 = 90% of valid invoices paid within 30 days 2 = 92% of valid invoices paid within 30 days 3 = 100% of valid invoices paid within 30 days of invoice date <sup>15</sup>	Group Finance Payment of Invoices analysis Report

<sup>14</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. 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.

<sup>15</sup> Municipal Finance Management Act (2000); which states that 100% of valid invoices must be paid within 30 days of receipt in terms of increasing the support and development of SMME's

No	Key Performance Area	KPI No	Competency Indicator's	Baseline	Target	Means of Verification
<b>CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)</b>						
					4 = 100% of valid invoices paid within 25 days 5 = 100% of valid invoices paid within 20 days	
<b>People Management and Empowerment (Compulsory)</b>						
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees including the Johannesburg communities.	100%	1 = Establishment of a Departmental Training Committee 2 = Development and sign off a Departmental Workplace Skills Plan 3 = 100% Implementation of a Departmental Workplace Skills Plan <sup>16</sup> 4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees <sup>17</sup> 5 = 80%	<ul style="list-style-type: none"> <li>• Terms of Reference, Minutes, Agendas for the Training Committee;</li> <li>• Signed Compliant WSP</li> <li>• Annual Training Reports reflecting status and levels trained.</li> </ul>

<sup>16</sup> General training to improve skills including Individual Learning Plans trainings.

<sup>17</sup> 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.

No	Key Performance Area	KPI No	Competency Indicator's	Baseline	Target	Means of Verification
<b>CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)</b>						
					implementation of all competency gaps identified in the skills audits for level 5 – 6 employees;	
3	People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ <sup>18</sup>	56%	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>19</sup>	100%	1 = <75% 2 = 75% 3 = 85% 4 = 95% 5 = 100%	<ul style="list-style-type: none"> <li>Appointment letters of Prosecutor and Presiding Officer</li> <li>Disciplinary sanction</li> </ul>
4	Employee safety	4.1	Percentage compliance to SHE	100 fatalities	1 = 40% compliance to SHE	Quarterly assessment reports by SHELA & FCM tabled at EMT


<sup>18</sup> This is performance for the entire staff complement in the department unless specified otherwise for departments with very large numbers of employees.

<sup>19</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.

No	Key Performance Area	KPI No	Competency Indicator's	Baseline	Target	Means of Verification
<b>CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)</b>						
			guidelines in terms of averting fatalities in the department <sup>20</sup>	and 95% compliance	audits and $\leq 1$ Disabling injuries 2 = 60% compliance to SHE audits and $\leq 1$ Disabling injuries 3 = 80% compliance to SHE audits and $\leq 1$ Disabling injuries 4 = 90% compliance to SHE audits and 0 Disabling injuries and 5 = 0 Fatalities and 95% compliance to SHE audits	
		4.2	% Implementation of citywide Covid-19 interventions in the department	New indicator	1 = 65% 2 = 70% 3 = 85% 4 = 90% 5 = 100%	Analysis report by GCSS
<b>Change Management (optional)</b>						
5	Human Management Empowerment Capital and	5.1	% Compliance with the implementation of EE in departments (including gender and disability) <sup>21</sup>	100%	1 = 20% <sup>22</sup> 2 = 40% <sup>23</sup> 3 = 60% <sup>24</sup> 4 = 80% <sup>25</sup> 5 = 100% <sup>26</sup>	<ul style="list-style-type: none"> <li>Approved EE Plan;</li> <li>Quarterly Progress reports by EE Unit tabled at EMT</li> <li>Close out report</li> </ul>

<sup>20</sup> This relates to injuries classified as fatalities by SHELA. The department to engage SHELA for guidelines.

<sup>21</sup> The department is required to development an action plan to guide implementation through which it will be measured.

No	Key Performance Area	KPI No	Competency Indicator's	Baseline	Target	Means of Verification
<b>CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)</b>						
6	Youth Development and employment	6.1	% Of qualified youth employed in the department <sup>27</sup>	100%	1 = Recruitment of interns to participate 2 = < 50% of qualified youth employed 3 = 50% 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>
<b>Customer Orientation and Customer Focus (Compulsory)</b>						
7	Perceptions of the City's performance and service offering	7.1	Percentage increase in customer satisfaction levels	59%	1 = decrease 2 = 0.5% increase 3 = 1% increase 4 = 2% increase 5 > 2% increase	Customer Satisfaction Survey results
<b>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.</b>						
<b>Sduduzo Gumede Ombudsman</b>			<b>Signature:</b>	<b>Floyd W Brink Acting City Manager</b>	<b>Signature:</b> 	<b>Date:</b> 8 July 2021

<sup>22</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>23</sup> Implementation of numerical targets (Race, Gender and Disability) and non-numerical targets (Affirmative Action measures) as stipulated in the Departmental EE Plan;

<sup>24</sup> Quarterly progress reports on the implementation of EE, Disability and Gender in the department (Monitoring and Evaluation of progress made);

<sup>25</sup> Integration of EE and training to affirm employees from the designated group to address identified gaps; and

<sup>26</sup> Develop integrated and coordinated transformational activities.

<sup>27</sup> This is dependent on responses received and performance in the interviews.