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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

Mesuli Mlandu

the "Executive Head"

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 Executive Head in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Executive Head 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 Executive Head;
 - 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 Executive Head in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

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

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

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

5. PERFORMANCE MANAGEMENT POLICY

- 5.1 The Parties record that the City has a Performance Management Policy, which may be amended from time to time. It describes the systems and procedures of performance management in the City in which the Executive Head will be required to engage in performing his job.
- 5.2 The Executive Head agrees to participate in the performance management system that the City adopts or introduces.
- 5.3 The Executive Head 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 Executive Head to perform to the standards required.
- 5.4 The Executive Head 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. *BLB*

5.5 The Executive Head'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 Executive Head, 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 Executive Head.

6.2 The performance of the Executive Head 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 Executive Head must avail himself/herself for scheduled performance reviews. Failure to do so, may result in the Acting City Manager concluding on the Executive Head'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 Executive Head 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 Executive Head'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 Executive Head 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 Executive Head performance at any stage while the contract of employment remains in force.
- 6.9 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.10 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA and CCR should be assessed according to the extent to which the specified standards or performance indicators have been met.

7. OBLIGATIONS OF EMPLOYER

The City must -

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

- 7.4 On the request of the Executive Head delegate such powers reasonably required by the Executive Head 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 Executive Head such resources as the Executive Head 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 Executive Head timeously in respect of decisions which will have a significant impact on the performance of the duties of the Executive Head.

9. MANAGEMENT OF OUTCOMES

- 9.1 The evaluation of the Executive Head's performance will form the basis for rewarding performance or correcting unacceptable performance.
- 9.2 A performance bonus not exceeding 14% may be paid to the Executive Head in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement.
- 9.3 An increase may be awarded to the Executive Head in accordance with the City's policy and system referred to in this agreement.
- 9.4 Should the Executive Head be entitled to a performance bonus referred to in paragraph 9.2, this will be paid out after the tabling of the annual report.
- 9.4.1 However, should the Executive Head not be entitled to a performance bonus in line with the Executive Head 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 Executive Head to improve his or her performance.
- 9.6 Where the Acting City Manager is, at any time during the Executive Head's employment, not satisfied with the Executive Head's performance with respect to any matter dealt with in this Agreement, the Acting City Manager will give notice to the Executive Head to attend a meeting with the Acting City Manager.
- 9.7 The Executive Head will have the opportunity at the meeting to satisfy the Acting City Manager of the measures being taken to ensure that the Executive Head's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 9.8 Where there is a dispute or difference as to the performance of the Executive Head 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 Executive Head 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 Executive Head in terms of his contract or employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

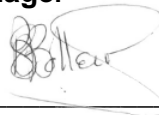
SIGNED at Braamfontein on this the 8th day of July 2021.

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




Floyd Brink
Acting City Manager

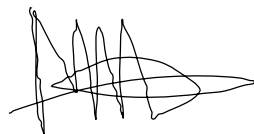
Witness:



Witness:



SIGNED at Braamfontein on this the 8th day of July 2021



Mesuli Mlandu
Executive Head

Witness:



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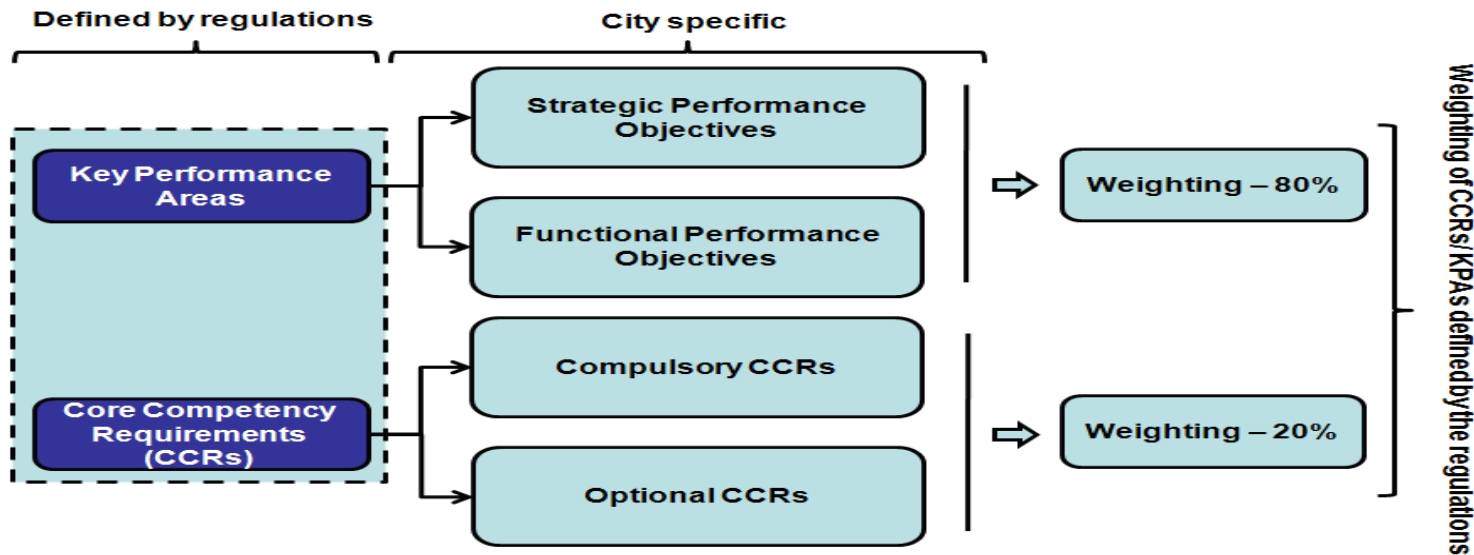


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ANNEXURE “A”

PERFORMANCE SCORECARD	
Employee	Mesuli Mlandu; Executive Head
Manager	Floyd Brink: Acting City Manager
Department	Private Office of the Acting City Manager
Position purpose	<p>To direct and manage the departments /business units being Private Office of the City Manager, Office of the Chief Operations Officer and the Group Departments</p> <p>To lead and direct the provision of high quality Administrative and Office Management support for the City Manager and the Chief Operations Officer, for effective and efficient smooth running of both offices.</p> <p>To deal with all matters of a transversal nature referred to the Office of the City Manager and COO and to conclude the largest of these matters on behalf of the City Manager/COO</p> <p>To manage the performance management system in terms of Section 56 employees.</p>
<p>The period of this Performance Plan is from July 2021 to June 2022</p>	

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 (SPO)

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
1	City-wide transversal management	1.1	% of internal priority commitments implemented <ul style="list-style-type: none"> Recruitment of senior managers (s56 employees) Employment Contracts s (s56 employees) Discipline and poor performance Labour Engagements 	90%	1= 60% internal commitments implemented. 2= 70% internal commitments implemented. 3= 80% internal commitments implemented. 4= 90% internal commitments implemented. 5= 95% internal commitments implemented.	<ul style="list-style-type: none"> Quarterly Status Reports Supporting evidence (Mayoral Committee and Council minutes, GCSS sign-off)
		1.2	% of external priority commitments implemented <ul style="list-style-type: none"> Grants (Treasury) Employment (CoGTA) Investigations of (PPSA, HRC and SIU) 	90%	1= 50% external commitments implemented. 2= 60% external commitments implemented. 3= 70% external commitments implemented. 4= 80% external commitments implemented. 5= 90% external commitments implemented.	<ul style="list-style-type: none"> Quarterly Status Reports Supporting evidence
2	Administrative efficiency and compliance	2.1	% of Executive Management Team (EMT) resolutions implemented	100%	1= 50% resolutions implemented post EMT meetings. 2= 70% resolutions implemented post EMT meetings	<ul style="list-style-type: none"> EMT Reports and Minutes signed by the CM. Matrix of identified issues

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
					3= 80% resolutions implemented post EMT meetings 4= 90% resolutions implemented post EMT meetings. 5= 100% resolution implemented post EMT meetings	and resolution and status.
		2.2	% of Mayoral Committee resolutions implemented	100%	1= 50% resolutions implemented post MAYCO meetings. 2= 70% resolutions implemented post MAYCO meetings. 3= 80% resolutions implemented post MAYCO meetings. 4= 90% resolutions implemented post MAYCO meetings. 5= 100% resolutions implemented post MAYCO	<ul style="list-style-type: none"> Minutes of Mayoral Committee meetings. Matrix of identified issues and resolution and status
3	Administrative efficiency and compliance	3.1	% of s79 MPAC oversight committees resolutions implemented	100%	1= 50% resolutions implemented post oversight meetings. 2= 70% resolutions implemented post oversight meetings 3= 80% resolutions implemented post oversight meetings 4= 90% resolutions implemented post oversight meetings. 5= 100% resolutions implemented post oversight meetings.	<p>Minutes of oversight committee meetings.</p> <p>Matrix of identified issues and resolution and status</p>

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
		3.2	% of Section 79 OCG oversight committees resolutions implemented	New indicator	1= 50% resolutions implemented. 2= 70% resolutions implemented 3= 80% resolutions implemented 4= 90% resolutions implemented. 5= 100% resolutions implemented.	Minutes of oversight committee meetings. Matrix of identified issues and resolution and status
		3.3	% of group advisory committees resolutions implemented These committees include: • GAC • GPAC • GRGC	New indicator	1= 50% resolutions implemented. 2= 70% resolutions implemented 3= 80% resolutions implemented 4= 90% resolutions implemented. 5= 100% resolutions implemented.	Minutes of oversight committee meetings. Matrix of identified issues and resolution and status
4	Accountability and Good Governance	4.1	% Monitoring implementation of the Ombudsman recommendations / corrective actions	No recommendations	1 = < 30% 2 = 30-59% 3 = 60-69% 4 = 70-89% 5 = > 90%	<ul style="list-style-type: none"> Quarterly Implementation Dashboard noted by OCOL Quarterly report approved by Council
		4.2	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	

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
					implementation within 60 days 5 = 100% of agreed recommendations implementation within 30 days or less days	
5	Good Governance	5.1	Audit outcome ¹	Unqualified Audit Report	1= Adverse Audit report ² 2= Qualified Audit Report ³ 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"> Audited Financial Report Auditor General management report and Audit Report
		5.2	% Resolution of internal audit findings	No findings	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"> Internal Audit Report on Findings
		5.3	% Resolution of external (AGSA) audit findings (this is for only findings classified as matters	No findings	1 < 85% resolution 2 = 85% - 90% resolution 3 = 91% - 95% resolution 4 = 96% -97% resolution	<ul style="list-style-type: none"> Internal Audit Report on Findings

¹ The opinion may be that given for the department/entity where applicable.

² This is where AGSA is unable to and does not express an audit opinion due to uncertainty.

³ This is where there is a disagreement between AGSA and COJ on fair presentation & disclosure.

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
STRATEGIC PERFORMANCE OBJECTIVES TOTAL WEIGHTING = 50%						
			affecting audit opinion and others important matters)		5 =98% - 100% resolution (including no findings)	
		5.4	Number of OPCA monitoring reports developed	4 reports	1= 2 reports 2= 3 reports 3= 4 reports 4= 4 reports with recommended remedial actions 5= 4 reports with resolved remedial actions	<ul style="list-style-type: none"> OPCA reports tabled at EMT EMT minutes
		5.5	% Compliance with response timelines for the development of the Annual Performance Report ⁴	New indicator	1 < 90% compliance 2 = 90% - 99% compliance 3 = 100% compliance 4 = 100% compliance 2 days earlier 5 =100% compliance 3 days earlier	GSPCR tracking report signed-off by GH

⁴ Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report

SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO)

FUNCTIONAL PERFORMANCE OBJECTIVES

(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	Percentage management of contracted supplier contract within the department ⁵	New indicator	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. 5 = New contract secured/ appointed (not through deviation or regulation 32 or 36) within more than a month of expiry of old contract.	Status of the Contracts Register Sign-off by the OGCFO

⁵ 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.

FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		1.2	Percentage compliance with acquisition of goods and services approved demand plan ⁶	100%	1 = Acquisition plan 2 = Procurement delayed 3 = 100% compliance with the acquisition plan and all existing contracts in force 4 = Target met ahead of delivery date (1 month) 5 = Target met ahead of delivery date (2 months)	<ul style="list-style-type: none"> Approved Acquisition plan Departmental Quarterly Acquisition Status Reports SCM Assessment reports GLC status on contracts
		1.3	Percentage reduction in cumulative existing unauthorized, irregular, fruitless and Wasteful (UIFW) expenditure (rand value and transactions) by the department	tbc	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 ⁷	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

⁶ 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 in line with Group Legal and Contract processes.

⁷ This relates to the percentage of applicable departmental procurement budget

FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2	Risk Management	2.1	% of risks mitigation strategies action plan for departmental top strategic risks implementation towards the reduction of departmental risks	tbc	1 < 50% of risks mitigation strategies action implemented 2 = 51% - 69% of risks mitigation strategies action implemented 3 = 70% and above of risks mitigation strategies action 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.	tbc	1 < 75% 2 = 75% - 84% 3 = 85% - 89% 4 = 90% - 99% 5 = 100%	<ul style="list-style-type: none"> • GSPCR assessment reports presented at Sub-Mayoral Cluster meeting; • Minutes of Sub-Mayoral Cluster Committee

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
Financial Competence (Compulsory)						
1	Expenditure Management	1.1	% Spent of allocated departmental Capex, including group departments in the OCM ⁸		1 < 93% Capex spent 2 = 93% - 94% Capex spent 3 = 95% - 97% Capex spent 4 = 98% - 99% Capex spent 5 = 100% Capex spent	<ul style="list-style-type: none"> • SAP Report • Capex report by Group Finance
		1.2	% Spent of allocated departmental Opex budget including group departments in the OCM		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 • Opex report by Group Finance
		1.3	Percentage of valid departmental invoices paid within 30 days of submission to Group Finance for payment ⁹ including group departments in the OCM		1 < 90% of valid invoices paid within 30 days 2 = 91% - 99% of valid invoices paid within 30 days 3 = 100% of valid invoices	<ul style="list-style-type: none"> • Group Finance Payment of Invoices analysis Report

⁸ This is applicable to departments with large capex budget – threshold to be determined.

⁹ 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.

CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
					paid within 30 days of invoice date ¹⁰ 4 = 100% of valid invoices paid within 25 days 5 = 100% of valid invoices paid within 20 days	
People Management and Empowerment (Compulsory)						
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees	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 ¹¹ 4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees ¹² 5 = 80% implementation of all competency gaps identified in the skills	<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.

¹⁰ 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

¹¹ General training to improve skills including Individual Learning Plans trainings.

¹² 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.

CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
					audits for level 5 – 6 employees;	
3	Performance and People Management	3.1	% Compliance to the performance management cycle as per the policy for employees of the CoJ ¹³ in the department	2.27%	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"> Assessment report by GCSS
		3.2	Percentage of disciplinary cases resolved within 90 days ¹⁴	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
4	Employee safety	4.1	Percentage compliance to SHE guidelines in terms of averting fatalities in the department ¹⁵	100%	1 = 40% compliance to SHE audits and <1 Disabling injuries 2 = 60% compliance to SHE audits and <1 Disabling injuries 3 = 80% - 89%	Quarterly assessment reports by SHELA & FCM tabled at EMT

¹³ This is performance for the entire staff compliment in the department unless specified otherwise for departments with very large numbers of employees.

¹⁴ 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.

¹⁵ 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
					compliance to SHE audits and <1 Disabling injuries 4 = 90% - 94% compliance to SHE audits and 0 Disabling injuries 5 = 0 Fatalities and 95% - 100% compliance to SHE audits	
		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 Management and Empowerment	5.1	% Compliance with the implementation of EE in departments (including gender and disability) ¹⁶		1 < 40% ¹⁷ 2 = 40% - 59% ¹⁸ 3 = 60% - 79% ¹⁹ 4 = 80% - 99% ²⁰ 5 = 100% ²¹	<ul style="list-style-type: none"> Approved EE Plan; Quarterly Progress reports by EE Unit tabled at EMT Close out report
6	Youth Development and employment	6.1	% Of qualified youth employed in the department ²²	<50%	1 = Recruitment of interns to participate 2 = < 50% of qualified	<ul style="list-style-type: none"> Recruitment reports SAP Reports

¹⁶ The department is required to develop an action plan to guide implementation through which it will be measured.



¹⁷ 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;

¹⁸ Implementation of numerical targets (Race, Gender and Disability) and non-numerical targets (Affirmative Action measures) as stipulated in the Departmental EE Plan;

¹⁹ Quarterly progress reports on the implementation of EE, Disability and Gender in the department (Monitoring and Evaluation of progress made);

²⁰ Integration of EE and training to affirm employees from the designated group to address identified gaps; and

²¹ Develop integrated and coordinated transformational activities.

CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
					youth employed 3 = 50% - 60% of qualified youth employed 4 = > 60 % qualified youth employed 5 = > 80% qualified youth employed	
Customer Orientation and Customer Focus (Compulsory)						
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.						
Mesuli Mlandu Executive Head: Private Office of the City Manager		Signature: 		Floyd W Brink Acting City Manager	Signature: 	Date: 8 July 2021

²² This is dependent on the level of the position, responses received and performance in the interviews.