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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

Dorothy Mabuza

("the Executive Director")

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

A handwritten signature in black ink, appearing to read "FBrink".

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1. INTRODUCTION

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

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3. COMMENCEMENT AND DURATION

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

3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year.

3.3 This Agreement will terminate on the termination of the 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 Director; and

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

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

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

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

5. PERFORMANCE MANAGEMENT POLICY

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

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5.5 The Executive Director'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 Director, 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 Director.

6.2 The performance of the Executive Director 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 Director 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 Executive Director 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 Executive Director'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 Director 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 Director performance at any stage while the contract of employment remains in force.
- 6.9 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.10 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA and CCR should be assessed according to the extent to which the specified standards or performance indicators have been met.

7. OBLIGATIONS OF EMPLOYER

The City must -

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

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

9. MANAGEMENT OF OUTCOMES

9.1 The evaluation of the Executive Director's performance will form the basis for rewarding performance or correcting unacceptable performance.

9.2 A performance bonus not exceeding 14% may be paid to the Executive Director in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement.

9.3 An increase may be awarded to the Executive Director in accordance with the City's policy and system referred to in this agreement.

9.4 Should the Executive Director be entitled to a performance bonus referred to in paragraph 9.2, this will be paid out after the tabling of the annual report.

9.4.1 However, should the Executive Director not be entitled to a performance bonus in line with 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 Executive Director to improve his or her performance.
- 9.6 Where the Acting City Manager is, at any time during the Executive Director's employment, not satisfied with the Executive Director's performance with respect to any matter dealt with in this Agreement, the Acting City Manager will give notice to the Executive Director to attend a meeting with the Acting City Manager.
- 9.7 The Executive Director will have the opportunity at the meeting to satisfy the Acting City Manager of the measures being taken to ensure that the Executive Director's performance becomes satisfactory and any programme, including any dates, for implementing these measures.
- 9.8 Where there is a dispute or difference as to the performance of the Executive Director under this Agreement, the parties will confer with a view to resolving the dispute or difference.

10. DISPUTES

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



Dorothy Mabuza
Executive Director

Witness:



Witness:



a world class African city

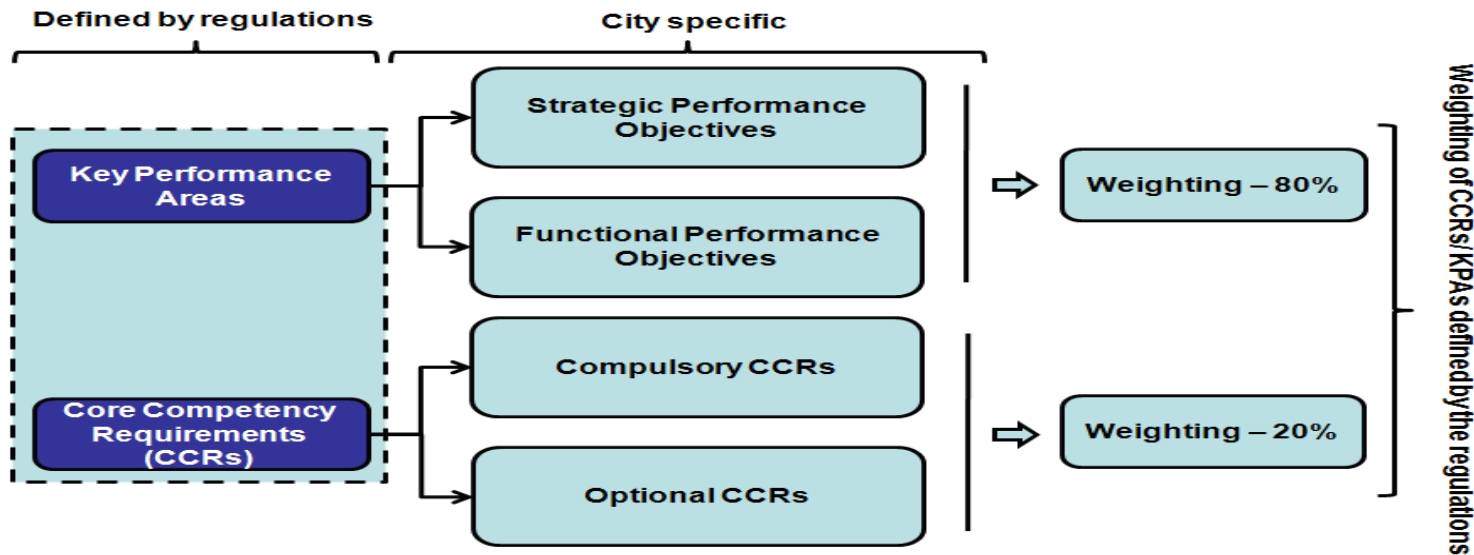
Annexure "A"

PERFORMANCE SCORECARD

Employee	Dorothy Mabuza: Executive Director
Manager	Floyd Brink: Acting City Manager
Department	Transport
Position purpose	<p>The Transport Department is responsible for setting the sector's strategic direction and policy framework; transport planning; transport promotions; road safety; public transport infrastructure and the provision of public transport services including the rollout of Rea Vaya BRT system. The key performance areas are summarized below:</p> <ul style="list-style-type: none">• Public Transport Planning• Public Transport Operations.• Infrastructure Development• Safety and Transport Promotion• Rea Vaya/Scheduled Services operations• Metrobus and JRA strategic support and oversight

The period of this Performance Plan is from 1 July 2021 to 30 June 2022

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%.

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Section 1: Strategic Priority Objectives (SPOs)

Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
1	Rea Vaya rollout	1.1	% operationalization of Rea Vaya Phase 1C (a) services	Rea Vaya Phase 1A and 1B services	1= 10% ¹ 2= 30% ² 3= ³ 100% operationalization 4= 100% operationalization by May 2022 5= 100% operationalization by April 2022	Signed BOCA (Signed Bus Operating Contract Agreement)
		1.2	% finalisation of negotiations and BOC formation for Phase 1C (a) ⁴	Phase 1A and 1B BOCs (Bus Operating Companies)	1= 10% ⁵ 2= 30% ⁶ 3= 100% finalisation ⁷ 4= Phase 1C (a) final company formed and 12-year Contract in place by May 2022 5= Phase 1C (a) final company formed and 12-year Contract in place by April 2022	BOC Agreement BOCA Signed Bus Operating Contract Agreement
		1.3	No of Rea Vaya buses procured and delivered	Phase 1A and 1B buses	1= 10% ⁸ 2= 30% ⁹ 3= 141 Rea Vaya buses procured	<ul style="list-style-type: none"> • Bus Contract • Report • Pictures

¹ Preparations for the launch of phase 1C (a) initiated

² Preparations for the launch of phase 1C (a) services being concluded

³ Phase 1C (a) Services launched

⁴ BOC formation agreement finalized, (BOCA) Bus Operating Contract Agreement (e.g. interim) in place and recruitment of staff

⁵ Negotiations on BOCA (Bus Operating Contract Agreement) resumed preceded by resolution of Putco dispute

⁶ Negotiations on BOCA (Bus Operating Contract Agreement) finalized and public participation on BOCA concluded

⁷ BOC formation agreement finalized, (BOCA) Bus Operating Contract Agreement (e.g. interim) in place and recruitment of staff

⁸ Bus procurement initiated

⁹ Bus procurement being concluded

Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					and delivered ¹⁰ 4= 141 Rea Vaya buses procured and delivered ¹¹ by May 2022 5= 141 Rea Vaya buses procured and delivered ¹² by April 2022	
		1.4	% implementation of ITS for phase 1C (a)	Phase 1A and 1B ITS	1= ¹³ 10% 2= ¹⁴ 20% 3= 100% ¹⁵ implementation of ITS for phase 1C (a) 4= 100% ¹⁶ implementation of ITS for phase 1C (a) by May 2022 5= 100% ¹⁷ implementation of ITS for phase 1C (a)by April 2022	<ul style="list-style-type: none"> Progress report Pictures
2.	Public transport transformation	2.1	100% ¹⁸ implementation of minibus taxi industry capacitation programme for identified operators	100 operators trained at Wits	1= ¹⁹ 10% 2= ²⁰ 20% 3= 100% ²¹ implementation of minibus taxi industry capacitation programme for identified	<ul style="list-style-type: none"> Capacitation programme progress report

¹⁰ Rea Vaya phase 1Ca buses

¹¹ Rea Vaya phase 1Ca buses

¹² Rea Vaya phase 1Ca buses

¹³ Project preparations (stakeholder engagement and procurement) commenced

¹⁴ Project preparations (stakeholder engagement and procurement) concluded and work commenced

¹⁵ Implementation of Rea Vaya phase 1C (a) ITS (Intelligent Transport Systems) completed

¹⁶ Implementation of Rea Vaya phase 1C (a) ITS (Intelligent Transport Systems) completed

¹⁷ Implementation of Rea Vaya phase 1C (a) ITS (Intelligent Transport Systems) completed

¹⁸ Capacitation programme for operators (i.e BOC operators) implemented

¹⁹ This denotes stakeholder engagements and procurement processes commenced

²⁰ Denotes project preparations (procurement, stakeholder engagement) completed and work on capacitation of identified public transport operators commenced

²¹ Capacitation programme for operators (i.e. BOC operators) implemented



Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					operators 4= 100% ²² implementation of minibus taxi industry capacitation programme for identified operators by May 2022 5= 100% ²³ implementation of minibus taxi industry capacitation programme for identified operators by April 2022	
3.	Complete streets	3.1	% implementation of complete streets projects at identified areas in line with programme schedule ²⁴	Complete streets implemented at Merafe, Mzimhlophe and Dube	1= ²⁵ 10% 2= ²⁶ 30% 3= 100% implementation of complete streets projects at identified areas in line with programme schedule ²⁷ 4= 100% implementation of complete streets projects at identified areas in line with programme schedule ²⁸ by May 2022 5= 100% implementation of complete streets projects at	<ul style="list-style-type: none"> Progress report/s Completion certificate/s

²² Capacitation programme for operators (i.e. BOC operators) implemented

²³ Capacitation programme for operators (i.e. BOC operators) implemented

²⁴ Complete streets programme schedule (i.e. route between Orlando East to Soweto UJ campus (phase 2), links to Chiawelo railway station (phase 1), Deep South (phase 1) and Turfontein (phase 1))

²⁵ Project preparations commenced

²⁶ Project preparations completed and work commenced

²⁷ Complete streets programme schedule (i.e. route between Orlando East to Soweto UJ campus (phase 2), links to Chiawelo railway station (phase 1), Deep South (phase 1) and Turfontein (phase 1))

²⁸ i.e. route between Orlando East to Soweto UJ campus (phase 2), links to Chiawelo railway station (phase 1), Deep South (phase 1) and Turfontein (phase 1)

Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					identified areas in line with programme schedule ²⁹ by April 2022	
4.	Small public transport facilities	4.1	% completion of small public transport facilities at identified areas in line with programme schedule ³⁰	New indicator	1= 3110% 2= 30% ³² 3=100% completion of small public transport facilities at identified areas in line with programme schedule ³³ 4=100% completion of small public transport facilities at identified areas in line with programme schedule ³⁴ by May 2022 5=100% completion of small public transport facilities at identified areas in line with programme schedule ³⁵ by April 2022	Completion certificate/s or progress report/s

29 i.e. route between Orlando East to Soweto UJ campus (phase 2), links to Chiawelo railway station (phase 1), Deep South (phase 1) and Turfontein (phase 1)

³⁰ Programme schedule (i.e. Zola (Finalization of Town Planning and EIA processes) Tshepisoong (Finalise Town Planning for the holding facility, Zakariya Park (Phase 2 construction of the Super Stop), Kya sands (Phase 2 construction of the Super Stop. Finalize rezoning for the holding facility), Lenasia Scholar transport facility (Finalise Town Planning and EIA processes)

³¹ Project preparations (procurement and stakeholder engagement) commenced

³² Work commenced

³³ Programme schedule (i.e. Zola (Finalization of Town Planning and EIA processes) Tshepisoong (Finalise Town Planning for the holding facility, Zakariya Park (Phase 2 construction of the Super Stop), Kya sands (Phase 2 construction of the Super Stop. Finalize rezoning for the holding facility), Lenasia Scholar transport facility (Finalise Town Planning and EIA processes)

³⁴ Programme schedule (i.e. Zola (Finalization of Town Planning and EIA processes) Tshepisoong (Finalise Town Planning for the holding facility, Zakariya Park (Phase 2 construction of the Super Stop), Kya sands (Phase 2 construction of the Super Stop. Finalize rezoning for the holding facility), Lenasia Scholar transport facility (Finalise Town Planning and EIA processes))

³⁵ Programme schedule (i.e. Zola (Finalization of Town Planning and EIA processes) Tshepisoong (Finalise Town Planning for the holding facility, Zakariya Park (Phase 2 construction of the Super Stop), Kya sands (Phase 2 construction of the Super Stop. Finalize rezoning for the holding facility), Lenasia Scholar transport facility (Finalise Town Planning and EIA processes))

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Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
		4.2	% completion of town planning and rezoning of large public transport facility in Sandton	New indicator	1= ³⁶ 10% 2= ³⁷ 80% 3= 100% completion of town planning and rezoning of large public transport facility in Sandton 4= 100% completion of town planning and rezoning of large public transport facility in Sandton by May 2022 5= 100% completion of town planning and rezoning of large public transport facility in Sandton by April 2022	Progress report
5.	October Transport Month	5.1	% implementation of 2021 Transport Month programme	2020 October Transport Month	1= ³⁸ 10% 2= ³⁹ 20% 3= 100% implementation of 2021 Transport Month programme 4= ⁴⁰ Quality 5= ⁴¹ Innovation	<ul style="list-style-type: none"> October Transport Month programme Communication material Attendance registers
6.	Transport safety and	6.1	⁴² Number of transport safety and education	18 interventions	1= 1-9 2= 10-19	<ul style="list-style-type: none"> Attendance registers

³⁶ Procurement commenced

³⁷ Procurement completed and work on town planning and rezoning commenced

³⁸ Procurement and stakeholder engagement processes commenced

³⁹ Programme in place

⁴⁰ Quality denotes engagement of stakeholders including communication to ensure events are a success

⁴¹ New ideas implemented to communicate and engage with stakeholders including during the hosting of events (particularly noting limitation of meetings due to covid-19)

⁴² This entails virtual road transport safety programmes (i.e. webinars etc.) and distribution of road safety material to targeted audiences (i.e. school learners etc).



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Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
	education		outreach programmes implemented		3= ⁴³ Twenty (20) 4= 21-30 5= 31 and above	<ul style="list-style-type: none"> • Programme schedule • Minutes
7.	Cycling promotion	7.1	⁴⁴ Number of cycle activation advocacy programmes implemented (including through partnership)	New indicator	1= Zero (0) ⁴⁵ 2= One (1) cycle activation implemented 3= Two (2) cycle activation implemented 4= Three (3) cycle activation implemented 5= More than three (3) cycle activation implemented	<ul style="list-style-type: none"> • Attendance registers • Minutes
8.	Open Streets	8.1	⁴⁶ Number of Open Streets programmes implemented through partnerships	New indicator	1= 0 ⁴⁷ 2= One (1) Open Streets programmes ⁴⁸ implemented 3= Two (2) Open Streets programmes ⁴⁹ implemented 4= Three (3) Open Streets programmes ⁵⁰ implemented 5= More than three (3) Open Streets programmes ⁵¹ implemented	<ul style="list-style-type: none"> • Attendance registers • Minutes

⁴³ This entails virtual road transport safety programmes (i.e. webinars etc.) and distribution of road safety material to targeted audiences (i.e. school learners etc.).

⁴⁴ (i.e. cycling seminars etc. advocacy programmes implemented as part of promoting cycling as a preferred mode of transport in the city)

⁴⁵ Project preparations (stakeholder consultations and procurement processes) commenced

⁴⁶ (i.e. open streets seminars / webinars etc)

⁴⁷ Project preparations (stakeholder engagements and procurement processes) commenced

⁴⁸ (i.e. one (1) open streets seminars / webinars etc)

⁴⁹ (i.e. open streets seminars / webinars etc)

⁵⁰ (i.e. open streets seminars / webinars etc)

Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
9	Rea Vaya services	9.1	⁵² Average number of passenger trips per working day	41 645	1= 0 – 10 000 2= 10 001- 50 035 3= ⁵³ 50 036 4= 50 037 - 52 000 5= 52 001 and above	<ul style="list-style-type: none"> • Disc on passenger figures and signed verification letter
10	Economic sustainability	10.1	Number of EPWP job opportunities created through the departmental projects ⁵⁴		1= 80 2= 90 3= 100 4= 125 5= 150	<ul style="list-style-type: none"> • Certified ID Copy of Participant • Contract of Employment • Attendance register • Proof of Payment • DED Performance Report
		10.2 ⁵⁵	⁵⁶ Number of SMMEs supported through the departmental projects ⁵⁷		1= 0-9 2= 10-19 3= 20 4= 21-30 5= 31 and above	<ul style="list-style-type: none"> • Attendance register signed by all participants / graduation pictures
11	Area-based development	11.1	Number of deprived areas developed ⁵⁸	New indicator	1= 10% ⁵⁹ as per transport programme schedule for the	<ul style="list-style-type: none"> • Progress reports

⁵¹ (i.e. open streets seminars / webinars etc)

⁵³ This is the average number of passenger trips per working day on the Rea Vaya system. Calculated as per SOP (Standard Operating Procedures)

⁵⁴ The department to engage and comply with DED guidelines and criteria.

⁵⁶ The Transport Department's projects are implemented by various implementing agencies (i.e. JDA, JRA, JPC etc.). For this financial year, Transport Department's SMME programme implemented by the Transport Department is on capacitation of identified transport operators and the target for the current financial year in this regard is 20. This target excludes Transport Department projects implemented by implementing agencies (i.e. JDA, JRA etc.) as they are reported there to avoid double counting

⁵⁸ The Transport Department programme schedule for the selected areas is: Ivory Park transport master plan finalised and approved/noted by the Mayoral Committee, Feasibility for a public transport corridor in Ivory Park completed for future public transport rollout, Region G transport master plan which includes Orange farm completed and study which includes improved public transport access to Kliptown underway

Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
	at identified deprived areas				<p>selected deprived areas⁶⁰ implemented/ achieved by June 2022</p> <p>2=50%⁶¹ as per transport programme schedule for the selected deprived areas⁶² implemented / achieved by June 2022</p> <p>3=100%⁶³ as per transport programme schedule for the selected deprived areas⁶⁴ implemented/ achieved by June 2022</p> <p>4= 100% as per transport programme schedule for the selected deprived areas⁶⁵ implemented/ achieved by May 2022</p> <p>5= 100% as per transport</p>	<ul style="list-style-type: none"> Ivory Park Master plan Ivory Park public transport corridor feasibility study report Region G master plan Transport area study that caters for Kliptown

⁵⁹ Denotes procurement and stakeholder engagements commenced.

⁶⁰ Ivory Park, Orange farm and Ivory Park

⁶¹ Denotes work as per transport department programme schedule for the selected deprived areas being implemented / implementation in progress.

⁶² Ivory Park, Orange farm and Ivory Park

⁶³ The Transport Department programme schedule for the selected areas is: Ivory Park transport master plan finalised and approved/noted by the Mayoral Committee, Feasibility for a public transport corridor in Ivory Park completed for future public transport rollout, Region G transport master plan which includes Orange farm completed and study which includes improved public transport access to Kliptown underway

⁶⁴ Ivory Park, Orange farm and Ivory Park

⁶⁵ Ivory Park, Orange farm and Ivory

Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
					programme schedule for the selected deprived areas ⁶⁶ implemented/ achieved by April 2022	
12	Accountability and Good Governance	12.1	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	Quarterly dashboard of the GFIS's recommended cases implemented
		12.2	% Implementation of the ombudsman's recommendations ⁶⁷		1 = <25% 2 = 25- 49% 3 = 50-59% 4 = 60-69% 5 = 70% and above	Quarterly dashboard of the Ombudsman's recommended cases implemented
		13.3	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	<ul style="list-style-type: none"> POCM analysis dashboard tabled at EMT

⁶⁶ Ivory Park, Orange farm and Ivory

⁶⁷ 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.

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Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			GPAC MPAC GAC S79 OCG		3 = Within the approved timelines 4 = 1 day ahead of approved timelines 5 = 2 days ahead of approved timelines	
14	Good Governance	14.1	Audit outcome ⁶⁸	Unqualified Audit Report	1= Adverse Audit report 2= Qualified Audit Report 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
		14.2	% Resolution of internal audit findings ⁶⁹	56%	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
		14.3	% Resolution of external	60%	1 < 85% resolution	<ul style="list-style-type: none"> Management Letter

⁶⁸ The opinion may be that given for the department/entity where applicable.

⁶⁹ These are findings by internal audit only that are picked up on an ongoing basis.

Strategic Priority Objectives Total weighting = 50%						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
			(AGSA) audit findings ⁷⁰		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"> Annual/Quarterly Dashboard Mayoral Committee Minutes
		14.4	% Compliance with response timelines for the submission of the Annual Performance Report ⁷¹	New indicator	1 = 85% compliance 2 = 90% compliance 3 = 100% compliance 4 = 100% compliance 2 days earlier 5 =100% compliance 3 days earlier	<ul style="list-style-type: none"> GSPCR tracking report signed-off by GH

SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO)

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)						
1	Procurement and Contract Management	1.1	% Management of contracted supplier contract within the department	New indicator	1 = contract expired without starting new procurement process 2 = Contract expired while procuring 3 = 100% management of	<ul style="list-style-type: none"> Contract register List of awards Appointment letters

⁷⁰ This is for only findings classified as matters affecting audit opinion and others important matters

⁷¹ Relates to response in terms of supply of full performance information as required by GSPCR for the development of the CoJ Integrated Annual Report

DSM

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)						
					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.	
		1.2	Acquisition of goods and services as per the approved demand plan	50%	1 = 10% ⁷² 2 = 50% ⁷³ 3 = 100% ⁷⁴ 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
		1.3	Percentage reduction in cumulative existing unauthorized, irregular, fruitless and Wasteful (UIFW) expenditure (rand value and	Reduction	1 = 0 - 54% reduction 2 = 55% - 64% reduction 3 = 65% - 74% reduction 4 = 75% - 89% reduction 5 = 90% -100% reduction	UIFW report tabled at GAC and GPAC

⁷² Acquisition plan signed within agreed timelines.

⁷³ Acquisition plan signed within agreed timelines and specifications developed and submitted in line with the acquisition plan

⁷⁴ Acquisition plan signed within agreed timelines, specifications developed and submitted in line with the acquisition plan, and contract signed within 30 days of award letter having been released by SCM Unit.

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KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHTING = 30%)						
			transactions) by the department		including no UIFW expenditure incurred	
		1.4	Percentage of departmental UIFW expenditure incurred during 2021/22 financial year ⁷⁵	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 implemented towards the reduction of departmental risks	60%	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.	33%	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

⁷⁵ This relates to the percentage of applicable departmental procurement budget



SECTION 3: CORE COMPETENCY REQUIREMENTS

No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
KEY PERFORMANCE AREA: CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
Financial Competence (Compulsory)						
1	Expenditure Management	1.1	% Spent of allocated departmental Capex ⁷⁶	49%	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	64%	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 ⁷⁷	79.12%	1 < 90% of valid invoices submitted to Merchant payments within 7 working days of receipt ⁷⁸ 2 = 91% - 99% of valid invoices submitted to	Group Finance Payment of Invoices analysis Report

⁷⁶ This is applicable to departments with large capex budget – threshold to be determined.

⁷⁷ 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.

No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
KEY PERFORMANCE AREA: CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
					Merchant payments within 7 working days of receipt ⁷⁹ 3 = 100% of valid invoices submitted to Merchant payments within 7 working days of receipt ⁸⁰ 4 = 100% of valid invoices submitted to Merchant payments within 5 working days of receipt ⁸¹ 5 = 100% of valid invoices submitted to Merchant payments within 3 working days of receipt ⁸²	
People Management and Empowerment (Compulsory)						
2	Skills Development	2.1	% Implementation of skills development initiatives for CoJ employees.	60%	1 = Establishment of a Departmental Training Committee 2 = Development and sign off a Departmental Workplace Skills Plan 3 = 100% Implementation of a	<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.

⁷⁹ Invoices are stamped

⁸⁰ Invoices are stamped

⁸¹ Invoices are stamped

⁸² Invoices are stamped

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No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
KEY PERFORMANCE AREA: CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
					Departmental Workplace Skills Plan ⁸³ 4 = 80% implementation of all competency gaps identified in the skills audits for level 3 – 4 employees ⁸⁴ 5 = 80% implementation of all competency gaps identified in the skills 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 ⁸⁵	6.44%	1 = <65% compliance 2 = 65% - 99% compliance 3 = 100% compliance 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

⁸³ General training to improve skills including Individual Learning Plans trainings.

⁸⁴ 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.

⁸⁵ This is performance for the entire staff compliment in the department unless specified otherwise for departments with very large numbers of employees.



No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
KEY PERFORMANCE AREA: CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
		3.2	Percentage of disciplinary cases resolved within 90 days ⁸⁶		1 = <75% 2 = 75% 3 = 85% 4 = 95% 5 = 100%	<ul style="list-style-type: none"> Charge Sheets Disciplinary Case Reports signed off by LR GCSS
4	Employee safety	4.1	Percentage compliance to SHE guidelines in terms of averting fatalities in the department ⁸⁷	80%	1 = 40% compliance to SHE audits and <u>≤1</u> Disabling injuries 2 = 60% compliance to SHE audits and <u>≤1</u> Disabling injuries 3 = 80% - 89% compliance to SHE audits and <u>≤1</u> Disabling injuries 4 = 90% - 94% compliance to SHE audits and 0 Disabling injuries and 5 = 0 Fatalities and 95% - 100% compliance to SHE audits	Quarterly assessment reports by SHELA & FCM tabled at EMT
		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

⁸⁶ 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.

⁸⁷ This relates to injuries classified as fatalities by SHELA. The department to engage SHELA for guidelines.

*DBM*¹⁹
FWB

No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
KEY PERFORMANCE AREA: CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
Change Management (optional)						
5	Human Capital and Management Empowerment	5.1	% Compliance with the implementation of EE in departments (including gender and disability) ⁸⁸	New indicator	1 = 20% ⁸⁹ 2 = 40% ⁹⁰ 3 = 60% ⁹¹ 4 = 80% ⁹² 5 = 100% ⁹³	<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 ⁹⁴	New indicator	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"> Recruitment reports SAP Reports
Customer Orientation and Customer Focus (Compulsory)						
7	Customer Satisfaction	7.1	Percentage increase in customer satisfaction levels	59%	1 = decrease 2 = 0.5% increase 3 = 1% increase 4 = 2% increase 5 > 2% increase	2021/22 Customer Satisfaction Survey

⁸⁸ The department is required to develop an action plan to guide implementation through which it will be measured.

⁸⁹ 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;

⁹⁰ Implementation of numerical targets (Race, Gender and Disability) and non-numerical targets (Affirmative Action measures) as stipulated in the Departmental EE Plan;

⁹¹ Quarterly progress reports on the implementation of EE, Disability and Gender in the department (Monitoring and Evaluation of progress made);



⁹² Integration of EE and training to affirm employees from the designated group to address identified gaps; and

⁹³ Develop integrated and coordinated transformational activities.

⁹⁴ This is dependent on responses received and performance in the interviews.

DSM

20 FWB

No	Key Performance Area	KPI No	Key Performance Indicator	Baseline	Target	Means of Verification
KEY PERFORMANCE AREA: CORE MANAGERIAL COMPETENCIES (TOTAL WEIGHTING = 20%)						
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.						
Dorothy Mabuza Executive Director: Transport			Signature: 	Floyd W Brink Acting City Manager	Signature: 	Date: 8 July 2021