



CITY OF
TSHWANE
IGNITING EXCELLENCE

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**THE CITY OF TSHWANE
AS REPRESENTED BY THE
CITY MANAGER**

DR MOEKETSI MOSOLA

AND

**MR JAMES MURPHY
CHIEF OPERATIONS OFFICER**

FOR THE FINANCIAL YEAR

1 JULY 2017 - 30 JUNE 2018

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The City of Tshwane (CoT) herein represented by **Dr. Moeketsi Mosola** in his capacity as City Manager (hereinafter referred to as the **Employer** or Supervisor)

and

Mr James Murphy, Chief Operations Officer, employee of the Municipality (hereinafter referred to as the **Employee**)

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1 1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 56 of the Local Government Municipal Systems Act 32 of 2000, as amended, ("the Systems Act") The **Employer** and the **Employee** are hereinafter referred to as "the Parties"
- 1 2 Section 56 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 **Employee** to a set of outcomes that will secure local government policy goals
- 1 4 The parties wish to ensure that there is compliance with the relevant Sections of the Systems Act

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2 1 comply with the provisions of the Systems Act as well as the employment contract entered into between the parties,
- 2 2 specify national and municipal key performance areas (KPA's), key performance indicators (KPI's) and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality,
- 2 3 specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement,
- 2 4 specify and plan for competency gaps as set out in a personal development plan (PDP), which forms an annexure to the performance agreement (a PDP for addressing developmental gaps which have been identified during the previous financial year must form part of the annual revised performance agreement),
- 2 5 monitor and measure performance against set targeted outputs,

- 2 6 use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job,
- 2 7 in the event of outstanding performance, to appropriately reward the employee, and
- 2 8 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery

3 COMMENCEMENT AND DURATION

- 3 1 This Agreement will commence on 1 August 2017 and will remain in force until 30 June 2018. Thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof
- 3.2 The parties will review the provisions of this Agreement during June to July each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year not later than 31 July of each successive financial year for the next financial year
- 3 3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason
- 3 4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon. The **Employee** will be fully consulted before any such change is made
- 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 immediately be revised

4 KEY PERFORMANCE AREAS (KPA's)

- 4 1 The Performance Plan (Annexure A) sets out-
 - 4 1 1 the KPA's, KPI's and targets that must be met by the **Employee**, and
 - 4 1 2 the time frames within which those KPA's, KPI's and targets must be met
- 4 2 The KPA's, KPI's and targets reflected in Annexure A are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include KPA's, KPI's and targets, target dates and weightings
 - 4 2 1 The KPA's describe the main tasks that need to be done
 - 4 2 2 The KPI's provide the details of the evidence that must be provided to show that a KPA has been achieved
 - 4 2 3 The target dates describe the timeframe in which the work must be achieved
 - 4 2 4 The weightings show the relative importance of the KPA's to each other

5 PERFORMANCE MANAGEMENT SYSTEM

- 5 1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employer**, management and municipal staff of the **Employer**
- 5 2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required
- 5 3 The **Employer** will consult the **Employee** about the specific performance standards that will be included in the performance management system as applicable to the **Employee**
- 5 4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPA's (including special projects relevant to the employee's responsibilities) within the local government framework
- 5 5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement
 - 5 5 1 The **Employee** must be assessed against both components, with a weighting of 80/20 allocated to the KPA's and the Core Competency Requirements (CCRs) respectively
 - 5 5 2 Each area of assessment will be weighted and will contribute a specific part to the total score
 - 5 5 3 KPA's covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment
- 5 6 The **Employee's** assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per the attached Performance Plan (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**.
- 5 7 The CCR's will make up the other 20% of the **Employee's** assessment score. The CCRs of the Chief Operations Officer are in Annexure A to this agreement

CORE MANAGERIAL COMPETENCIES (CMC)	WEIGHT
Service Delivery Innovation	10
People Management and Empowerment (Compulsory)	2
Client Orientation and Customer focus (compulsory)	2
Financial Management (compulsory)	4
Governance Leadership	2
Total weight	20

6. EVALUATING PERFORMANCE

- 6 1 The Performance Plan (Annexure A) to this Agreement sets out -
 - 6 1 1 the standards and procedures for evaluating the **Employee's** performance, and
 - 6 1 2 the intervals for the evaluation of the **Employee's** performance

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- 6 2 Despite the establishment of agreed intervals for evaluation, the **Employer** may in addition review the **Employee's** performance at any stage while the contract of employment remains in force
- 6 3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames
- 6 4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP
- 6 5 The annual performance appraisal will involve

6 5 1 Assessment of the achievement of results as outlined in the performance plan:

- (a) Each KPA and its indicator(s) will be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA
- (b) An indicative rating on the five-point scale will be used for each KPA and indicator (see paragraph 6 6)

6 5 2 Assessment of the CCR's

- (a) Each applicable CCR and its indicator(s) will be assessed according to the extent to which the performance indicators and standards have been met
- (b) An indicative rating on the five-point scale will be provided for each CCR and indicator (see paragraph 6 6)
- (c) This rating will be multiplied by the weighting given to each CCR during the contracting process, to provide a score

6 5 3 Overall rating

An overall rating will be calculated Such overall rating represents the outcome of the performance appraisal

- 6 6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and CCRs

Description		Rating
Outstanding performance	Performance far exceeds the standard expected of an employee at this level The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year	5
Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year	4
Fully effective	Performance fully meets the standards expected in all areas of the job The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan	3

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Description		Rating
Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.	2
Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.	1

6.7 Each KPI (outputs and CCR's) will be rated according to the abovementioned five-point scale. The score of each KPI is calculated as follows:

$$\text{Weight per indicator} \times \frac{\text{rate}}{3}$$

The sum of respectively all the output KPI scores and all the CC KPI scores is converted to 80% and 20%. The sum of these two scores is used for calculating performance bonuses (see paragraph 11.2).

6.8 For purposes of evaluating the annual performance of the Chief Operations Officer, an evaluation panel constituted of the following persons must be established -

- 6.8.1 City Manager,
- 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee,
- 6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council,
- 6.8.4 City Manager from another municipality, and

7. SCHEDULE FOR PERFORMANCE COACHING

7.1 The performance of each **Employee** in relation to his/her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter (July to September)	October 2017
Second quarter (October to December)	January 2018
Third quarter (January to March)	April 2018
Fourth quarter (April to June)	July 2018

7.2 The responsibility for rescheduling a canceled coaching session will be with the individual who requested the rescheduling.

7.3 The fourth quarter coaching is followed up by a review which may be conducted concurrently with the coaching session.

7.4 The **Employer** shall keep a record of the mid-year coaching and annual assessment meetings.

7.5 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.6 The **Employer** will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.

7.7 The **Employer** may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the **Employee** will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps will be provided when required.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall –

9.1.1 create an enabling environment to facilitate effective performance by the employee,

9.1.2 provide access to skills development and capacity building opportunities,

9.1.3 work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**,

9.1.4 on the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable him / her to meet the performance objectives and targets established in terms of this Agreement, and

9.1.5 make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others –

10.1.1 a direct effect on the performance of any of the **Employee's** functions,

10.1.2 commit the **Employee** to implement or to give effect to a decision made by the **Employer**, and

10.1.3 a substantial financial effect on the **Employer**.

10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

11.2 A performance bonus of between 5% and 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

Score	Performance Rating		Bonus Amount
5	Score Above 150%	Outstanding Performance	10%-14% of Total Package
4	Score of 130% - 149%	Significantly above Expectation	5% - 9% of Total Package
3	Score of 100% - 129%	Fully effective	0%
2	Below 100%	Not fully Effective and Unacceptable Performance	No Bonus but Remedial Action is required

11 3 In the case of unacceptable performance, the **Employer** shall –

11 3 1 provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance, and

11 3 2 after appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties

12. DISPUTE RESOLUTION

12 1 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or salary increment in the agreement, must be mediated by -

(a) In the case of the municipal manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC, and

(b) In case of managers directly accountable to the municipal manager, the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee, whose decision shall be final and binding on both parties

12 2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by-

(a) In the case of the municipal manager, the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC, and

(b) In case of managers directly accountable to the municipal manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4) (e), within (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties

12 3 In the event that the mediation processes contemplated above fails, clause 22 of the Contract of Employment shall apply

13 GENERAL

13 1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the **Employer**

13 2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments

13.3 The performance assessment results must be submitted to the Mayoral Committee of the CoT within thirty (30) days after conclusion of the assessment

Thus done and signed at PRETORIA on this the 29 day of MARCH 2018

AS WITNESSES

1 [Signature]

2 _____

[Signature]
EMPLOYEE

AS WITNESSES

1 [Signature]

2. _____

[Signature]
EMPLOYER

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ANNEXURE A PERFORMANCE PLAN

FOR

**MR JAMES MURPHY
CHIEF OPERATIONS OFFICER**

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1. PURPOSE

The performance plan defines the Council's expectations of the Chief Operations Officer's performance agreement to which this document is attached and Section 57 (5) of the Municipal Systems Act, which provides that performance objectives and targets must be based on the key performance indicators as set in the Municipality's Integrated Development Plan (IDP) and SDBIP, as reviewed annually

2. OBJECTIVES OF LOCAL GOVERNMENT

The following objectives of local government informed the IDP of the CoT and will inform the Chief Operations Officer's performance against set performance indicators

- 2 1 Provide democratic and accountable government for local communities
- 2 2 Ensure the provision of services to communities in a sustainable manner
- 2 3 Promote social and economic development
- 2 4 Promote a safe and healthy environment
- 2 5 Encourage the involvement of communities and community organisations in the matters of local government

3. SCORECARD OF THE CHIEF OPERATIONS OFFICER

- 3 1 The City of Tshwane approved five (5) strategic pillar in the IDP of 2017-2021. The targets to achieve the pillars for the FY2017-18 were defined in the Executive Mayor approved SDBIP of 2017-18. The Chief Operations Officer is to ensure that reasonable and lawful instructions issued by the City Manager, relating to commitments made by the City Manager, Executive Mayor, Mayoral Committee and Council are achieved, as they relate to the functions of the departments under the management of the COO, within allocated financial and human resources, and available supporting systems

The scorecard of the Chief Operations Officer is made up of the following

- Core managerial competencies of the Chief Operations Officer (3 2 below)
- Core service delivery targets of the Chief Operations Officer (3 3 below)

3.2 CORE MANAGERIAL COMPETENCIES OF THE CHIEF OPERATIONS OFFICER

The core managerial competencies form 20% of the Chief Operations Officer total score. The core managerial competencies consist of the following and are scored as follows:

CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED BY THE COO	WEIGHT	FREQUENCY	EVIDENCE
Financial Management (Compulsory)	5 A city that is open, honest and responsive	<ul style="list-style-type: none"> Ensuring financial synergy (balance between where to invest, where to harvest, how to balance risk and how to ensure customers pay) Ensure financial liquidity (ability to be in a positive cash flow position, to be able to pay our short term financial obligations) Effective and efficient revenue, debtor and credit rating system. The system must ensure financial synergies that will ensure the optimum receipt of payment for services provided Re-evaluation of the financial management system An improved credit rating to, negotiate better terms with regards external funding and loans, 	Expenditure Management Programme <ul style="list-style-type: none"> The COO ensures the implementation of the capital and operational budget as per the approved cash-flows in the SDBIP (annexure B and C) and the approved targets (annexure A) 	4	Quarterly	<ul style="list-style-type: none"> *Approved cash flow plans of departments *SAP report with the actuals based on the cash flow plans
			<ul style="list-style-type: none"> Measures are put in place to ensure that creditors receive payment within 30 days¹. 		Quarterly	<ul style="list-style-type: none"> *Excel spreadsheet that outlines Name of the service provider, vendor number, date of receipt of invoice, date of payment and the days taken to pay the service provider
			<ul style="list-style-type: none"> All tenders/request for quotations are submitted timeously in terms of the Procurement Plan 		Quarterly	<ul style="list-style-type: none"> *Procurement Plan/ List of status of all tenders submitted

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¹ The 30 days applies for valid and correct invoices, on work done, and correctly procured

CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED BY THE COO	WEIGHT	FREQUENCY	EVIDENCE
		increase the level of public private partnership interventions and funding from both Provincial and National Government	Grant and subsidies management <ul style="list-style-type: none"> All external and grant funding received is spent in line with requirements of donors and approved plans 		Quarterly	* Grant expenditure report
			Risk management <ul style="list-style-type: none"> Oversee the implementation of the risk Management plan/report 		Quarterly	*Quarterly Mitigation/ Action plan on identified risk
			Asset management programme <ul style="list-style-type: none"> Ensure that the department's asset register is compliant with requirements of the department and AG and the department of finance 		Quarterly	*Certificate from Group Finance on Asset register
			<ul style="list-style-type: none"> Oversee the management of liabilities in line with prescripts of the MFMA 		Quarterly	*Report from Group Legal Services Department on contingent liabilities
			Minimum Competency Levels <ul style="list-style-type: none"> Must meet all applicable unit standards for the position of COO as prescribed by the National Treasury minimum competency Regulations, R493 of 2007 		Quarterly	*Assessment or certificate of acquired competence
			<ul style="list-style-type: none"> Ensure that there is proof of the Completed Competency by COO and his/her direct reports 		Quarterly	*Proof of Competency Level completed

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CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED BY THE COO	WEIGHT	FREQUENCY	EVIDENCE
Service Delivery Innovation	5 A city that is open, honest and responsive	<ul style="list-style-type: none"> Internal control system encompassing legislation, policies, procedures and people Directing and control management activities with good systems and processes Focus on the integration of systems and processes Managing our processes to achieve economies of scale or value chain integration Establishment of entities in line with Section 93(F) of the Local Government Municipal Systems Act 	Corporate portfolio Management Programme <ul style="list-style-type: none"> The COO puts in place measures to ensure that all projects are planned and scheduled 	4	Quarterly	* quarterly reports on departmental compliance in line with the project planned and scheduled
			<ul style="list-style-type: none"> The COO approves all project plans 		Quarterly	*Project plans (signed off by COO)
			<ul style="list-style-type: none"> The COO ensures that all departmental and projects risks and issues are addressed 		Quarterly	*Risk register and signed report/memo indicating implementation status of mitigation measures
			<ul style="list-style-type: none"> The COO oversees performance reporting by departments as required by corporate processes 		Quarterly	* QPR report/circular 1 reporting indicating % of achievement
			<ul style="list-style-type: none"> The COO ensures stakeholder management to unblock blockages in service delivery 		Quarterly	*Record with attendance Register /Minutes on management of unblocking blockages in the service delivery
			<ul style="list-style-type: none"> The COO oversees the departmental delivery of projects within time, cost, quality and scope 		Quarterly	*COO quarterly assessment feedback to departments on project performance and *Quarterly project report/ Completion certificate for completed projects

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CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED BY THE COO	WEIGHT	FREQUENCY	EVIDENCE
			<ul style="list-style-type: none"> The COO oversees implementation of measures put in place to address project delays 		Quarterly	*Status report on project delays with mitigation Plan of departments
Human resource management	5 A city that is open, honest and responsive	<ul style="list-style-type: none"> Capacitate people on business processes to be effective leaders Putting in place processes and steps to create entrepreneurship, ownership and instil a sense of pride in achieving the vision and mission of CoT Effective decision-making through empowered leaders Building continuity and sustainability of institutional arrangements Leadership taking ownership of decision and results Building a centre of excellence through research and development The implementation of the Tshwane Service Excellence awards is an initiative in this strategic objective To implement effective Change Management initiatives in department or region 	<p>Optimised human capital programme</p> <ul style="list-style-type: none"> The COO oversees the implementation of the Work Place Skills Plan 	4	Quarterly	*Approved work skills plan *Proof of attendance to departmental identified capacity development programmes in line with the approved work skills plan.
			<ul style="list-style-type: none"> The COO oversees management of grievances within policy and regulations and corporate timelines (step 1 and 2) 		Quarterly	*Status report on Grievances from Group Human Capital Management
			<ul style="list-style-type: none"> The COO oversees filling of funded vacancies 		Quarterly	* Signed report on the filling of funded vacancies from Group Human Capital Management
			<ul style="list-style-type: none"> Ensure legal compliance, litigation and labour prosecution management within the department 		Quarterly	*Report/Declaration letter from Group Legal and Secretariat on the litigation and prosecution matters within (against) the cluster
			<ul style="list-style-type: none"> Employment Equity- Ensure the implementation Equity Plan and Report Ensure the percentage (%) of employee from previously disadvantaged groups appointed per the approved EE plan target 100% 		Quarterly	*Status EE Plan& Report from EE Section (Group Human Capital Management) indicating % of achievement to be submitted

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CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED BY THE COO	WEIGHT	FREQUENCY	EVIDENCE
			<ul style="list-style-type: none"> Occupational Health and Safety (OHS) Reduction of Section 24 incidents within each Dept/Division/Section within financial year 		Quarterly	*1 Compliance to OHS (Status Report from Group Human Capital Management)
			<ul style="list-style-type: none"> The COO conducts performance assessment of subordinates in line with signed performance agreements 		Quarterly	*Attendance register and coaching minutes / instruction, rating sheet signed by the incumbent and the supervisor
			<ul style="list-style-type: none"> The COO to ensure that all direct reports have signed Performance Agreement for the FY2017/18 		Annually	*Signed Performance Agreements with performance plan
			<ul style="list-style-type: none"> COO to ensure 100% implementation of change management action plans 		Quarterly	*Status Report from Group Human Capital Management indicating the implementation status on each change management action plan and * Minutes of meetings dealing with change management
			<ul style="list-style-type: none"> The COO have meetings with direct reports 		Quarterly	*Attendance register and minutes
			<ul style="list-style-type: none"> % of Employee Satisfaction level /, within Cluster/ Department/Region 		Annually	*Employee satisfaction survey status report from Group Human Capital Management

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CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED BY THE COO	WEIGHT	FREQUENCY	EVIDENCE		
Governance Leadership	5 A city that is open, honest and responsive	Able to promote, direct and apply professionalism in managing risk and compliance requirements of the Department/Division/Section and apply a thorough understanding of governance practices and obligations	Governance Leadership	4				
			<ul style="list-style-type: none"> Attendance of MAYCO by COO 				Quarterly	*Attendance Register / Certificate from Secretariat
			<ul style="list-style-type: none"> Attendance of Council meetings 				Quarterly	*Attendance register
			<ul style="list-style-type: none"> Attendance of EXCO meetings 				Quarterly	*Attendance register
			<ul style="list-style-type: none"> MAYCO commitments/resolution addressed 				Quarterly	*Quarterly Progress Mayco Report
			100% achievement of Executive commitments against the plan				Quarterly	*Status report from the OEM indicating % achievement
			Audit programme				Quarterly	*Confirmation/Declaration from Internal audit indicating % of AG findings resolved
			<ul style="list-style-type: none"> Oversee resolution of all AG issues related in Departments 				Annually	*AG report
<ul style="list-style-type: none"> Achieve an unqualified Audit 								
<ul style="list-style-type: none"> 100% Reduction of number of internal audit findings 	Quarterly	*Confirmation/Declaration from Internal audit showing % reduction of audit findings						

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CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED BY THE COO	WEIGHT	FREQUENCY	EVIDENCE
			<ul style="list-style-type: none"> 0% repeat of both internal and external audit findings 		Quarterly	*Confirmation/Declaration from internal audit showing 0% of repeat findings
Client Orientation and Customer Focus (Compulsory)	5 A city that is open, honest and responsive	<ul style="list-style-type: none"> Having satisfied customers Positive customer relationships Implement Batho Pele to ensure an accessible and accountable service 	Customer relationship management programme <ul style="list-style-type: none"> Provide responses to petitions within timelines and requirements communicated so that the CoT can achieve its target of responding to petitions within 90 days 	4	Quarterly	*Certificate of compliance from Office of Speaker on the petitions resolved
			<ul style="list-style-type: none"> Provide responses to public protector within timelines and requirements communicated so that the CoT can achieve its target of responding to public protector within 90 days 		Quarterly	*Status report from OCM on public protector cases responded to
			<ul style="list-style-type: none"> Provide responses to Human Rights Commission within timelines and requirements communicated so that the CoT can achieve its target of responding to Human Rights Commission within 30 days 		Quarterly	*Status report from OCM on human rights commission issues responded to.
			<ul style="list-style-type: none"> Provide responses to Promotion of Access to information Act of 2000 (PAIA) requests within 30 days 		Quarterly	*Status report from office of the city manager on PAIA response

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CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED BY THE COO	WEIGHT	FREQUENCY	EVIDENCE
			<ul style="list-style-type: none"> • Provide responses to Presidential Hotline within timelines and requirements communicated so that the CoT can achieve its target of responding to • Provide responses to Gauteng Premier Hotline within timelines and requirements communicated so that the CoT can achieve its target of responding to • Provide responses to National Consumer Commission within timelines and requirements communicated so that the CoT can achieve its target of responding to • Provide requested information to Ward Committee meetings as per guidelines and targets set by the Office of the Speaker • Provide progress on the implementation of MOUs on the 		Quarterly	<ul style="list-style-type: none"> *Quarterly status reports from OEm on presidential hotline responses *Quarterly status reports from OEm on Gauteng Premier hotline responses *status report from office of the city manager on national commission responding compliance. *Certificate of compliance from Office of the Speaker *Progress Report on the implementation of MOUs/ Declaration Letter from City Strategy and Organisational Performance

W.M.P
W.N.C

CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED BY THE COO	WEIGHT	FREQUENCY	EVIDENCE
			<ul style="list-style-type: none"> Deliver on departmental requirements of the institutionalisation of Batho Pele as per guidelines and targets set by corporate and shared services 		Quarterly	*Batho Pele Report with corrective action to address compliance from Group Human Capital Management
			<ul style="list-style-type: none"> Oversee implementation of IGR in line with corporate targets and frameworks with regard to functions 		Quarterly	* Proof of attendance from CSOP
			<ul style="list-style-type: none"> Attend public hearings related to the office's work 		Quarterly	*Proof of attendance
			<ul style="list-style-type: none"> Ensure Departments attend relevant EIA meetings and ensure that the department complies with EIA requirements - 		Quarterly	* Proof of implementation from Environment & Agriculture Management
			<p>Customer centricity programme</p> <ul style="list-style-type: none"> Respond to community concerns and issues raised in line with customer care guidelines and targets 		Quarterly	*Status report from Office of the Speaker to proof all Concerns are addressed
			<ul style="list-style-type: none"> % of unresolved CoT related issues escalated to the Presidential and Premier Hotline are resolved 		Quarterly	*Status report from the Office of the Executive Mayor
			<ul style="list-style-type: none"> A 72 Hour customer feedback turnaround time is achieved at all times including weekends and holidays (% compliance to the 72 hour turnaround 		Quarterly	*SAP Customer Care Report of Department

From M.C.C

CORE MANAGERIAL COMPETENCIES (CMC)	CoT STRATEGIC PILLAR	INTENTION OF STRATEGIC PILLAR	DESCRIPTION OF WHAT IS REQUIRED BY THE COO	WEIGHT	FREQUENCY	EVIDENCE
			<ul style="list-style-type: none"> Ensure the resolution of all escalated service delivery issues as set out in the CoT Norms and Standard 		Quarterly	*Signed MMC Report
			<ul style="list-style-type: none"> Reduction of all backlogs on all inquiry or complaints 		Quarterly	*Status report on the reduction of all backlogs on all inquiry and complaints from CRM

3.3 DETAILED SCORECARD OF THE CHIEF OPERATIONS OFFICER

The following KPAs totalling a minimum of 80 points Chief Operations Officer of the scorecard apply

The following dependencies apply

- 1 Timeous approvals of relevant authorities
- 2 Cooperation to all communicated requirements by relevant stakeholders
- 3 Provision of required resources (human and financial) as requested
- 4 Timeous resolution of escalated risks by relevant decision makers

KPA	Performance Indicator	Weight	Cumulative Program Baseline (with effect from 01.01.2018)	Year-end Target	5-Year Target (2017/2021)	Quarterly Roll Out of year-end target						Evidence Reference
						Q1	Q2	Q3	Q3 Adjusted	Q4	Adjusted Q4	
To ensure the delivery of the corporate service delivery programmes on the SDBIP by departments in the cluster	% of quarterly planned Corporate Service Delivery Targets reached for programmes on the approved Corporate 2017/18 SDBIP	5	40%	100%	100%	100%	100%	100%	100%	100%	100%	Quarterly performance report

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KPA	Performance Indicator	Weight	Cumulative Program Baseline (with effect from 01.01.2018)	Year-end Target	5-Year Target (2017/2021)	Quarterly Roll Out of year-end target						Evidence Reference
						Q1	Q2	Q3	Q3 Adjusted	Q4	Adjusted Q4	
Regional operations ²	% implementation of regional maintenance plans	4	New Indicator	100%	100%	NA	NA	NA	NA	NA	100%	Corporate SDBIP report with consolidated feedback on indicators pertaining maintenance
	% adherence to regional norms and standards	2	New Indicator	100%	100%	NA	NA	NA	NA	NA	100%	Report of ROC on adherence to norms and standards Approved regional norm and standards
	% of planned inner city cleaning operations conducted ³	2	New Indicator	100%	100%	NA	NA	NA	NA	NA	100%	Quarterly status report on inner city cleaning operations conducted Approved inner City cleaning plan
Health services	% of COT managed clinics in low income	5	New Indicator	54% ⁵	Not yet determined	NA	NA	NA	NA	NA	54%	Statistical report from the department of Health

² The regional operations KPA and its three indicators refers to targets and plans as per the adjusted SDBIP, and the business plan of the ROC, and any other approved plan/report relating to the work of the ROC- including plans approved at COO or GH level

³ Recommended that the business plan of ROC be adjusted further to include this area of work

⁵ 13 of 24 clinics as follows- Mamelodi West, Phahameng, Nelmapius, Stanza 2, Atteridgeville, Gazankulu, Danville, Phomolong, Lotus, Hercules, Olievenhoutbosch, Karen Park, Rosslyn

W-C
JPM

KPA	Performance Indicator	Weight	Cumulative Program Baseline (with effect from 01.01.2018)	Year-end Target	5-Year Target (2017/2021)	Quarterly Roll Out of year-end target						Evidence Reference
						Q1	Q2	Q3	Q3 Adjusted	Q4	Adjusted Q4	
	areas with extended operating hours ⁴											
	Nr of substance awareness programmes run/funded by the city (dept of Health) ⁶	5	New Indicator	2	4 per annum	NA	NA	NA	1	NA	1	Quarterly SDBIP report to council (SDBIP indicator 'nr of drug awareness programmes implemented)
To ensure that financial targets on OPEX and Revenue of the departments in the cluster are achieved ⁷	% of quarterly planned opex targets reached on the 2017/18 adjusted budget	5	86%	100%	100%	100%	100%	100%	100%	100%	100%	* Quarterly financial report
	% of quarterly planned revenue targets reached on the 2017/18 adjusted budget	5	47%	100%	100%	100%	100%	100%	100%	100%	100%	* Quarterly financial report
To ensure that the budgeted capital budget of departments in the cluster is spent in accordance with	% of quarterly planned capital budget targets reached for	5	53%	98%	98%	100%	100%	100%	98%	100%	98%	* Quarterly financial report

⁴ This indicator provides a snapshot of clinics with extended operating hours that service informal settlements as well. It should be reported statistically each quarter. Extended hours refers to the time period between 08H00 and 13H00 on a Saturday. It is currently not measured on the SDBIP or the business plan of the Health department, and is recommended to be added onto the business plan of the department. It is recommended that the words 'Low income' be removed as the clinics service a range of people. However, of importance is that informal settlements are also serviced.

⁶ This indicator measures in this financial year, drug awareness. This is already reported on the corporate SDBIP. The target for Q3 was accepted, as it was an existing target on the corporate SDBIP as approved by Mayco and Council.

⁷ Expenditure not made due to real savings is a positive (eg not spending on catering or overtime), whereas spending on Maintenance is essential and funds not spent is harmful to service delivery.

W.A.C.
TQM

KPA	Performance Indicator	Weight	Cumulative Program Baseline (with effect from 01.01.2018)	Year-end Target	5-Year Target (2017/2021)	Quarterly Roll Out of year-end target						Evidence Reference
						Q1	Q2	Q3	Q3 Adjusted	Q4	Adjusted Q4	
the approved cash flow projections	programmes on the approved adjusted 2017/18 SDBIP											
To ensure that departments in the cluster achieve planned service delivery project milestones as per the SDBIP ⁸	% of quarterly planned capital projects milestones reached on the approved Corporate 2017/18 SDBIP	5	29%	100%	100%	100%	100%	100%	100%	100%	100%	* Quarterly capital programme reports listing actual vs planned milestones as per the quarterly performance report approved by Council
Improve ageing electricity infrastructure	% of electricity substation renewal project milestones achieved as per the SDBIP ⁹	5	New Indicator	100%	100%	NA	NA	NA	NA	NA	100%	Corporate SDBIP quarterly report
EPWP work opportunities to be created by departments in the cluster	Nr work opportunities created through the implementation of EPWP projects using	5	10172	21 020	104 000	3 000	4 000	5 117	5 117	8 352	8 902	EPWP Report from CSDS/Human Capital department

⁸ Departments in the cluster that have capital projects for service delivery are- Utility services, Roads and Transport, Human Settlements, Environment and Agriculture Management, Health, Community and social development services, and customer relations management

⁹ For FY 2017/18 this indicator measures the project milestones rehabilitation and refurbishment of primary substations. The Council approved adjusted SDBIP shows that Project 712279 has the following projects Bronkhorstpruit substation and Kentron substation which adjusted milestones must be achieved in FY 2017/18. These are primary substations, and must be refurbished/rehabilitated, if ageing electricity infrastructure is to be addressed. Njala and Kwagga are not on the budget or SDBIP for 17/18, and further, they cannot be rehabilitated as the infed stations cannot be further upgraded.

W.M.-C
JPM

KPA	Performance Indicator	Weight	Cumulative Program Baseline (with effect from 01.01.2018)	Year-end Target	5-Year Target (2017/2021)	Quarterly Roll Out of year-end target						Evidence Reference
						Q1	Q2	Q3	Q3 Adjusted	Q4	Adjusted Q4	
	opex or capex budget											
Implementation of mSCOA in the City	% of mSCOA implemented as per approved mSCOA project plan	4	71%	100%	100%	100%	100%	100%	100%	100%	100%	Quarterly status report on the implementation of mSCOA
Promote Good Governance and Active Citizenry	Number of Articles produced/contributed by the department to profiling the good stories and promoting the image of the City	2	15	8	40	2	2	2	0	2	0	Proof of published articles (Publication on intra net, internet and /or newspapers)
	% of timeous response to media queries within 3 days from appearing on the media /or newspapers	2	100%	100%	100%	100%	100%	100%	100%	100%	100%	Certification from GH Communications, Marketing and Events Management.
Customer responsiveness	% of resolved issues emanating from the 2015 customer satisfaction survey ¹⁰	2	75%	100%	100%	100%	100%	100%	100%	100%	100%	Status report on the resolved issues emanating from the 2015 customer satisfaction from CRM

¹⁰ This indicator measures achievement against commitments made by departments in the cluster

M.C. SPAN

KPA	Performance Indicator	Weight	Cumulative Program Baseline (with effect from 01.01.2018)	Year-end Target	5-Year Target (2017/2021)	Quarterly Roll Out of year-end target						Evidence Reference
						Q1	Q2	Q3	Q3 Adjusted	Q4	Adjusted Q4	
Customer responsiveness	% of call-centre calls answered within 20 seconds ¹¹	5	New Indicator	80%	80%	NA	NA	NA	80%	NA	80%	System generated BCM report
Financial Management	Value of unauthorised, irregular, fruitless and wasteful expenditure incurred	3	R800 000	0%	0%	0%	0%	0%	0%	0%	0%	Section 71 report from GFS, SCM Performance report
	% of revenue collected based on YTD projections	2	47%	100%	100%	100%	100%	100%	100%	100%	100%	Quarterly performance report from Group Financial Services
	Number of days taken to finalise tender evaluation from spec to appointment within 90 days from closing	2	60 days (100%)	90 days	60 days	60	60	60	90 days	60	90 days	Monthly SCM report or Stats
Financial Management	Nr of cancelled tenders ¹²	5	New Indicator	0		NA	NA	NA	NA ¹³	NA	0	CFO SCM report as submitted to council on a quarterly basis
SUB-TOTAL FOR CORE DELIVERY PROGRAMMES		80	27									

¹¹ This indicator is measured in terms of the GH CRM performance

¹² This addresses the indicator recommended- % reduction in cancellation of tenders, but is written in a manner that aligns with the zero target

The indicator measures cancellation of tenders in terms of regulation 13(1)(d) of the PPPFA regulations where there are material irregularity in the tender process Regulations 13(1)(a-c) however are positive provisions allowing for cancellation, and are therefore not measured here There is no current baseline for this type of cancellation due to irregularity in the process, therefore a reduction cannot be measured

¹³ The target is not set for Q3 due to the indicator being recommended at the end of the third quarter Performance cannot be applied retrospectively, as measures are not yet in place to ensure monitoring of this indicator in the last 2 days of the quarter

W.C.
SPM


W.C.
JRM

KPA	Performance Indicator	Weight	Cumulative Program Baseline (with effect from 01.01.2018)	Year-end Target	5-Year Target (2017/2021)	Quarterly Roll Out of year-end target							Evidence Reference						
						Q1	Q2	Q3	Q3 Adjusted	Q4	Adjusted Q4								
SUB TOTAL FOR CORE MANAGEMENT COMPETENCIES																			
TOTAL						100	37												

4 ACCEPTANCE OF THE ADJUSTED PLAN

ADJUSTED PERFORMANCE PLAN FOR CHIEF OPERATIONS OFFICER Period: 1 JULY 2017 - 30 JUNE 2018

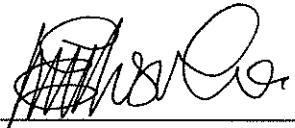
Signed and accepted by
Name

 _____

Date

29 MARCH 2018

Signed by the incumbent's immediate supervisor

 _____

Date

29 MARCH 2018

WCA