MAGARENG LOCAL MUNICIPALITY

MAGARENG



MUNICIPALITY

Performance Agreement for the financial year 1 July 2024 – 30 June 2025

Chief Financial Officer

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Performance agreement made and entered into by and between

The Magareng Local Municipality represented by Mr T. THAGE, the Acting Municipal Manager (herein and after referred as Employer)

and

Ms K. Khaziwa the -Chief Financial Officer (herein and after referred as Employee) for the period 01 November 2024 to 30 June

Where as

- ģ referred as "the Parties"; Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Loca
- ō 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
- ဂ Employee to a set of outcomes that will promote local government goals; and The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the
- Ω The Parties wish to ensure that there is compliance with Sections 57(4b) and 57(5) of the Systems Act

INTERPRETATION

- <u>~</u> In this Agreement the followings terms will have the meaning ascribed thereto
- <u>-</u>2 -2 -2 "this Agreement" - means the performance agreement between the Employer and the employee and the Annexures thereto
- 1.1.2 "the Executive Authority" - means the Executive Committee of the Municipality constituted in terms of Section chairperson, the Mayor, 55 of the Local Government: Municipal Structures Act 117 of 1998 ("the Structures Act") as represented by its
- "the Employee" means the Director appointed in terms of Section 82 of the Structures Act

Acting MM: CFO: MV

- "the Employer" means Magareng Local Municipality; and
- "the Parties" means the Employer and Employee

Ņ **PURPOSE OF THIS AGREEMENT**

- To comply with the provisions of Section 57(1)(b),(4b) and (5) of the Municipal Systems Act 32 of 2000
- 2.2 expectations of the Employee's performance targets and accountabilities; To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's
- <u>2</u> 3 To specify accountabilities as set out in the Performance Plan (Annexure A)
- 2.4 To monitor and measure performance against set targeted outputs and outcomes
- 2.5 To establish a transparent and accountable working relationship
- 2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and
- 2.7 improved service delivery. To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining

COMMENCEMENT AND DURATION

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- <u>ω</u> Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof, This Agreement will commence on 01 November 2024 and will remain in force until 30 June 2025 where-after a new
- 3.2 2 than 31st of July of the succeeding financial year; The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later
- ယ This Agreement will terminate on the termination of the Employee's contract of employment for any reason;

Acting MM: CFO: W

- 3.4 agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised; and at any time during the validity of the agreement the work environment alters to the extent that the contents of the
- ပ္ပ Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Municipal Systems Act and Regulation 4(5) of the Regulations.

4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out –
- 4.1.1 The performance objectives and targets that must be met by the Employee
- The timeframes within which those performance objectives and targets must be met; and
- The competencies (Annexure B definitions in terms of Regulation 21 of 17 January 2014) required to operate effectively as Director in the local government environment
- 4.2 and the Budget of the Employer, and shall include: Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the
- 4.2.1 Key objectives that describe the main tasks that need to be done;
- 422 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved;
- 4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and
- Weightings showing the relative importance of the key objectives to each other
- 4.3 the objectives and targets of the Employer; and The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with
- 4.4 in the Employer's Integrated Development Plan. The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out



5. PERFORMANCE MANAGEMENT SYSTEM

- S employees of the Employer; The Employee agrees to participate in the performance management system that the Employer adopted for the
- 5.2 system with specific performance standards to assist the employees and service providers to perform to the standards The Employee accepts that the purpose of the performance management system will be to provide a comprehensive
- ဌာ the performance management system applicable to the Employee; The Employer must consult the Employee about the specific performance standards and targets that will be included in
- 5.4 (including special projects relevant to the employee's responsibilities) within the local government framework; The Employee undertakes to actively focus on the promotion and implementation of the key performance indicators
- 5.5 Operational Performance and Competencies both of which shall be contained in the Performance Agreement The criteria upon which the performance of the Employee shall be assessed shall consist of two components
- 56 overall assessment result as per the weightings agreed to between the Employer and Employee indicators) identified as per attached Performance Plan, which are linked to the KPAs, and will constitute 80% of the The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance

100%	TOTAL	
6%	5 Good Governance and Public Participation	ڻ ڻ
90%	4 Municipal Financial Viability and Management	4
0%	3 Local Economic Development	ω
4%	2 Municipal Transformation and Institutional Development	2
0%	1 Basic Service Delivery and Infrastructure Development	
WEIGHT	KEY PERFORMANCE AREA	KEY

5.7 core competencies (indicated in green on the graph below), which drive the execution of the leading competencies. two groups, leading competencies (indicated in blue on the graph below) that drive strategic intent and direction and The Competencies will make up the other 20% of the Employee's assessment score. The Competencies are spilt into



CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES(CCR)	ES(CCR)	
LEADING COMPETENCIES	(Indicate choice)	Weight
Strategic Direction and Leadership		10%
People Management	Compulsory	10%
Program and Project Management		5%
Financial Management	Compulsory	10%
Change Leadership		10%
Governance Leadership		10%
CORE COMPETENCIES		
Moral Competence		5%
Planning and Organising		10%
Analysis and Innovation		5%
Knowledge and Information Management		5%
Communication		10%
Results and Quality Focus		5%
8 Batho Pele Principles	Compulsory	5%
Total percentage		100%

PERFORMANCE ASSESSMENT

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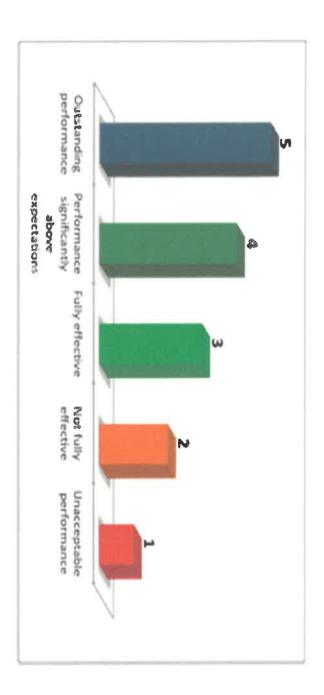
- 6.<u>1</u> The Performance Plan (Annexure A) to this Agreement sets out -
- The standards and procedures for evaluating the Employee's performance; and The intervals for the evaluation of the Employee's performance.
- 6.1.1 6.1.2
- გ 2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force;

Acting MM: ____ CFO: _____

- ტ ა a Personal Development Plan as well as the actions agreed to and implementation must take place within set time Personal growth and development needs identified during any performance review discussion must be documented in
- 6.4 Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.13 below; The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the
- 6.5 the panel members for preparation purposes; least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report
- 6.6 Assessment of the achievement of results as outlined in the performance plan:
- 6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the
- 6.6.2 A rating on the five-point scale described in 6.9 below shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score
- 6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment
- 6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and
- An overall score will be calculated based on the total of the individual scores calculated above
- 6.7 Assessment of the Competencies:
- Each Competency will be assessed in terms of the descriptions provided (Annexure B) on a 360 degree basis during the mid-year and year-end reviews and will inform the final score awarded by the evaluation committee. 360 degree means that the employee's peers and managers reporting to him will assess his/her Competencies
- 6.7.2 A rating on the five-point scale described in 6.10 below shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and

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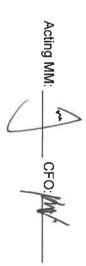
- 6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.8 Overall rating
- 6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and
- 6.8.2 Such overall rating represents the outcome of the performance appraisal
- ტ 9 The assessment of the performance of the Employee will be based on the following rating scale for KPIs:

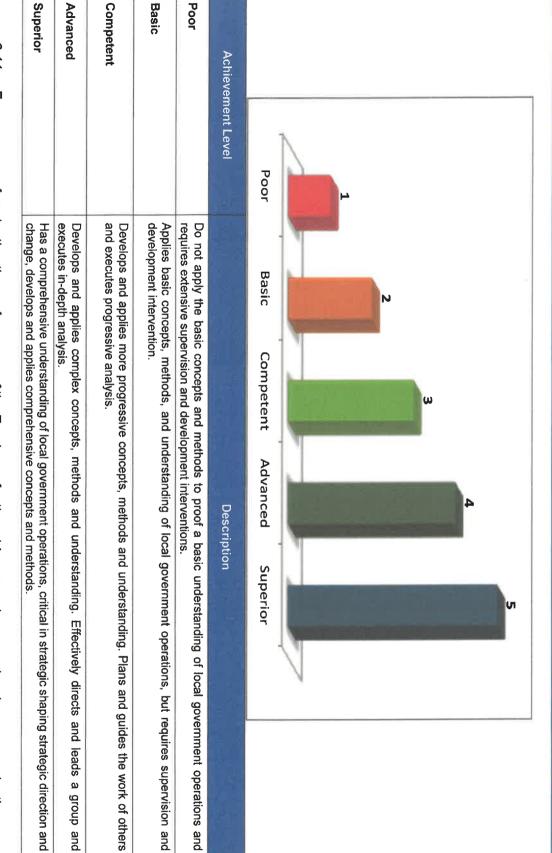


Acting MM: CFO:

Terminology	Description
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.
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.
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.
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.
Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that they 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.

6.10 The assessment of the competencies will be based on the following rating scale:





Basic

Poor

6.11 For purposes of evaluating the performance of the Employee for the mid-year and year-end reviews, an evaluation panel constituted of the following persons will be established -

6.11.1 Mayor; 6.11.2 Municipal Manager;

Acting MM: _

- 6.11.3 Municipal Manager from another municipality
- 6.11.4 Chairperson of the Performance Audit Committee or in his/her absence thereof, the Chairperson of the Audit Committee:
- 6.11.5 Head of Unit: Performance Management System (as secretary)
- 6.12 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1st and 3rd quarters; and
- 6.13 and annual assessment meetings. The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly

7. SCHEDULE FOR PERFORMANCE REVIEWS

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

4 April – June 2025
Janu
2 October – December 2024
1 July – September 2024
Quarter Review Period
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- 7.3 The Employer shall keep a record of the mid-year and year-end assessment meetings
- 7.4 Performance feedback shall be based on the Employer's assessment of the Employee's performance
- 7.5 for operational reasons. The Employee will be fully consulted before any such change is made; and The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time
- 7.6 change is made implemented and/or amended as the case may be. In that case, the Employee will be fully consulted before any such The Employer may amend the provisions of Annexure A whenever the performance management system is adopted



8. DEVELOPMENTAL REQUIREMENTS

before any such change or plan is made. implemented and/or amended as the case may be after the each assessment. In that case, the Employee will be fully consulted The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such Plan may be

9. OBLIGATIONS OF THE EMPLOYER

- 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 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 assisting him 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 its 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.



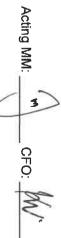
10.2 contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers

11. REWARD

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;
- 11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments;
- 11.3 The performance bonus will be awarded based on the following scheme:

1.0	2.0	3.0	4.0	5.0	Level of performance
Unacceptable Performance	Performance not fully effective	Fully effective (meets the standard)	Performance significantly above expectations	Outstanding Performance	Description
1 – 49%	50 – 99%	100 – 129%	130 – 149%	Above 150%	Allocated Total Score
	0%	0%	5% - 9%	10% - 14%	Bonus % of the Total Package

11.4 performance will be evaluated for the portion during which he was employed and he will be entitled to a pro-rata In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance bonus based on his evaluated performance for the period of actual service; and



11.5 recommending the bonus allocation. The Employer will submit the total score of the annual assessment and of the Employee, to full Council for purposes of

12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 Where the Employer is, any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting:
- 12.2 that his performance becomes satisfactory and any programme, including any dates, for implementing these measures; The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure
- 12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and
- 12.4 In the case of unacceptable performance, the Employer shall –
- 12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and
- 12.4.2 After appropriate performance counselling and having provided the necessary guidance and/or support as wel 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

13. DISPUTE RESOLUTION

13.1 where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing; and targets established in terms of this Agreement, the Employee may within 3 (three) business days, meet with the In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or



- 13.2 parties, shall be appointed to resolve the matter within 30 (thirty) business days; If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both
- 13.3 In the instance where the matters referred to in 13.2 were not successfully resolved, the matter shall be referred to the Mayor to mediate the issues within 30 (thirty) business days of receipt of a formal dispute from the Employee.
- 13.4 The decision of the Mayor shall be final and binding on both parties; and
- 13.5 shall apply. In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment

Acting MM: CFO: W

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GENERAL

- 13.6 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; and
- his contract

AS WITNESSES:	Thus done and signed atMagareng Municipality on this01 day of 2024	2.	1. Acting Municipal Manager	AS WITNESSES:	Thus done and signed atMagareng Municipality on this01 day of November 2024	13.7 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
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Chief Financial Officer

Acting MM: CFO: W

Personal Development Plan

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Acting MM: CFO: W

3. Dispute Resolution and Labour Relations Short Courses	2. IMFO	 Training on mSCOA 	Skills Performance Gap
To essentially have an idea on how to resolve staff problems and Labour related dispute	This will enable the incumbent to be able to bring financial health to the municipality by compiling AFS and reducing audit exceptions on misstatements that will improve the audit outcome of the municipality	Able to comply with mSCOA requirements	Outcomes expected
Attend a practical session as and when required	To acquire a three year postgraduate qualification	A practical workshop on implementation of mSCOA	Suggested training and / development activity
Short Courses	Postgraduate Course	Short Courses	Suggested mode of delivery
July 2024 to June 2025	Before December 2025	June 2024	Suggested time frames
To resolve officials dispute	Financial Management	Financial Management	Work opportunity created to practice skills development area
Mayor, MM, HOD: Corporate Services, Skills Development Facilitator, HR Manager	Mayor, MM, HOD: Corporate Services, Skills Development Facilitator, HR Manager	Mayor, MM, HOD: Corporate Services, Skills Development Facilitator, HR Manager	Support person

17

Date Signed and accepted by the employee

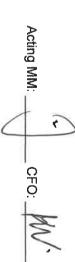
Signed by the Acting Municipal Manager on behalf of the Municipality

Date

Acting MM: CFO: W.

Personal Development Plan

19



their needs. Seeks to continuously in and complaints quickly and sensibly		Client Orientation and Demonstrate a sound understanding	Negotiation and dispute management	 Employee relations management 	Diversity management	Human capital planning an	institutional objectives. It includes:	empowerment optimise talent, build and nurture relationships in order to	People management and Effectively manage, inspire, and encourage people, respect	Financial reporting and delivery	 Financial strategy and delivery 	Budget planning and execution	financial transactions are managed in an ethical manner. It	accordance with recognised financia	financial risk management and admi	Financial Management Able to compile, plan and manage b	Organizational awareness	 Strategic planning and management 	 Institutional performance management 	 Impact and influence 	leadership deliver on the strategic institutional mandate. It includes:	Strategic capability and Provide a direct vision for the institution, and inspire and de	LEADING COMP	
their needs. Seeks to continuously improve servicer responds to enquiries	external clients with courtesy, respect and genuine interest in meeting	Demonstrate a sound understanding of Batho Pele and treats internal and	d dispute management	tions management	gement	Human capital planning and development	It includes:	nd nurture relationships in order to achieve	pire, and encourage people, respect diversity,	ing and delivery	gy and delivery	and execution	e managed in an ethical manner. It includes:	accordance with recognised financial practices. Further to ensure that all	financial risk management and administer procurement processes in	Able to compile, plan and manage budgets, control cash flow, institute	wareness	ng and management	formance management	lence	institutional mandate. It includes:	or the institution, and inspire and deploy others to	LEADING COMPETENCIES	Delillingii
		10%							10%							35%						15%		No. wildings

100%	TOTAL	
	outcomes.	
	convey, persuade and influence stakeholders to achieve the desired	
	concise manner appropriate for the audience in order to effectively	
20%	Able to share information, knowledge and ideas in a clear focused and	Communication
	plans to manage risk	
	to ensure the quality of service delivery and build efficient contingency	
10%	Able to plan, prioritise and organise information and resources effectively	Planning and organizing

Signed and accepted by the employee

Date

Signed by the Acting Municipal Manager on behalf of the Municipality

Date

Acting MM: CFO: MV

21

25	24	NO.	ח
Finance	Finance	FOCUS	STRATEGIC
To improve overall financial manageme nt in the municipality by developing and implementi ng appropriate	To improve overall financial manageme nt in the municipality by developing and implementi ng appropriate Financial Manageme nt	OBJECTIV ES	STRATEGI
Number of 2024/25 Adjustment Budgets submitted to Council for approval by end February 2025	Number of Annual Financial Statements submitted to AGSA by 31 August 2025	MEASURE	KPI / UNIT
N	N/A	WARD	
_	>	LINE	0
Chief Financial Officer	Chief Financial Officer	E DRIVER	フロンプロトが治療を
Council resolution	Acknowledgement of receipt from AG	EVIDENCE	
Operational Budget	Operational Budget	BUDGET	
->	-1	TARGET	
0	_1	Q1	20
0	0	Q2	ARTERI
	0	Q3	QUARTERLY TARGETS
0	0	24	BETS



26		NO.	
Finance		AREAS	STRATEGIC
To improve overall financial manageme nt in the municipality by developing and implementi ng appropriate Financial Manageme nt	Financial Manageme nt	OBJECTIV ES	STRATEGI
Number of 2024/25 Final Budget submitted to Council by 31 May 2025		MEASURE	KPI / UNIT
N/A		WARD	
_		LINE	2
Chief Financial Officer	8	E DRIVER	2000
Council resolution		EVIDENCE	POPTEO! DOF
Operational Budget		BUDGET	
>		TARGET	
0		ŏ	QUA
0		Q2	RTERL
0		Q3	QUARTERLY TARGETS
_7		94	SETS



28	27	NO.		
Finance	Finance	FOCUS	STRATEGIC	
To improve overall financial manageme nt in the municipality by developing and implementi ng appropriate	To improve overall financial manageme nt in the municipality by developing and implementi ng appropriate Financial Manageme nt	C OBJECTIV ES	STRATEGI	
Number of Section 72 reports tabled in Council by the 31 January 2025	Number of Section 71 reports submitted to NT/PT by the 30 June 2025	MEASURE MENT	KPI / UNIT	
N/A	N/A	WARD		
	12	BASE		
Chief Financial Officer	Chief Financial Officer	PROGRAMM E DRIVER		
Council resolution	Acknowledgement notice from Gomuni portal and Acknowledge letter from Mayor	PORTFOLIO OF EVIDENCE		
Operational Budget	Operational Budget	BUDGET		
_	12	ANNUAL TARGET		
0	ω	Q1	2	
0	ω	Q2	ARTERI	
_	ω	Q3	QUARTERLY TARGETS	
0	ω	Q4	GETS	

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		77	3
29		NO.	1
Finance		FOCUS	STRATEGIC
To improve overall financial manageme nt in the municipality by developing and implementi ng appropriate Financial Manageme nt	Financial Manageme nt	OBJECTIV	STRATEGI
Number of Section 52 reports tabled at Council by the 30 June 2025		MEASURE MENT	KPI / UNIT
N/A		WARD	
		LINE	
Chief Financial Officer		E DRIVER	
Acknowledgement notice from Gomuni portal and Acknowledge letter from Mayor		EVIDENCE	
Operational Budget		BUDGET	
4		TARGET	
_		2	QU
		Q2	QUARTERLY TARGETS
_		Q3	Y TARC
>		04	STE

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30	REF NO.
Finance	STRATEGIC FOCUS AREAS
To improve revenue collection rate of the municipality	STRATEGI KPI / UNIT C OF OBJECTIV MEASURE MENT
Rate % increment by the 30 June 2025	KPI / UNIT OF MEASURE MENT
N/A	WARD
12%	BASE
Chief Financial Officer	PROGRAMM E DRIVER
Chief Financial Revenue Collection Officer Report	PORTFOLIO OF EVIDENCE
Operational Budget	BUDGET
12%	ANNUAL
3%	2 00
3%	ARTERI Q2
3%	QUARTERLY TARGET
3%	GETS Q4

Basic Service Delivery
Good Governance & Public Participation
Financial Viability and Management
Local Economic Development
Municipal Institutional Development and Transformation
TOTAL KPA's