

MAGARENG LOCAL MUNICIPALITY

MAGARENG



MUNICIPALITY

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

HOD – Corporate Service

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

C. LENTSOE the HOD- (*herein and after referred as Employee*) for the period 1 July 2024 to 30 June 2025.

Where as

- a. The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred as "the Parties";
- b. 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;
- c. 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 promote local government goals; and
- d. The Parties wish to ensure that there is compliance with Sections 57(4b) and 57(5) of the Systems Act.

1. INTERPRETATION

- 1.1 In this Agreement the followings terms will have the meaning ascribed thereto:
 - 1.1.1 "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 55 of the Local Government: Municipal Structures Act 117 of 1998 ("the Structures Act") as represented by its chairperson, the Mayor;
 - 1.1.3 "the Employee" means the Director appointed in terms of Section 82 of the Structures Act;

[Signature]

1.1.4 "the Employer" means Magareng Local Municipality; and

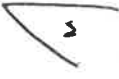
1.1.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

- 2.1 To comply with the provisions of Section 57(1)(b),(4b) and (5) of the Municipal Systems Act 32 of 2000
- 2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;
- 2.3 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 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on 01 July 2023 and will remain in force until 30 June 2024 where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;
- 3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason;

Acting MM:  HOD: 

- 3.4 If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must be by mutual agreement between the parties, immediately be revised; and
- 3.5 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;
 - 4.1.2 The timeframes within which those performance objectives and targets must be met; and
 - 4.1.3 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 The performance objectives 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:
- 4.2.1 Key objectives that describe the main tasks that need to be done;
 - 4.2.2 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
 - 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees 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 employees and service providers to perform to the standards required;
- 5.3 The Employer must consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the key performance indicators (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, Operational Performance and Competencies both of which shall be contained in the Performance Agreement;
- 5.6 The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, which are linked to the KPAs, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

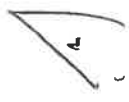
KEY PERFORMANCE AREA		WEIGHT
1	Basic Service Delivery and Infrastructure Development	0%
2	Municipal Transformation and Institutional Development	90%
3	Local Economic Development	0%
4	Municipal Financial Viability and Management	6%
5	Good Governance and Public Participation	4%
TOTAL		100%

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

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES(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		5%
CORE COMPETENCIES		
Moral Competence		5%
Planning and Organising		10%
Analysis and Innovation		10%
Knowledge and Information Management		5%
Communication		10%
Results and Quality Focus		5%
8 Batho Pele Principles	Compulsory	5%
Total percentage		100%

6. PERFORMANCE ASSESSMENT

- 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 Integrated Development Plan (IDP) as described in 6.6 – 6.13 below;
- 6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;
- 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 KPI;
- 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
- 6.6.5 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.7 Assessment of the Competencies:
- 6.7.1 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

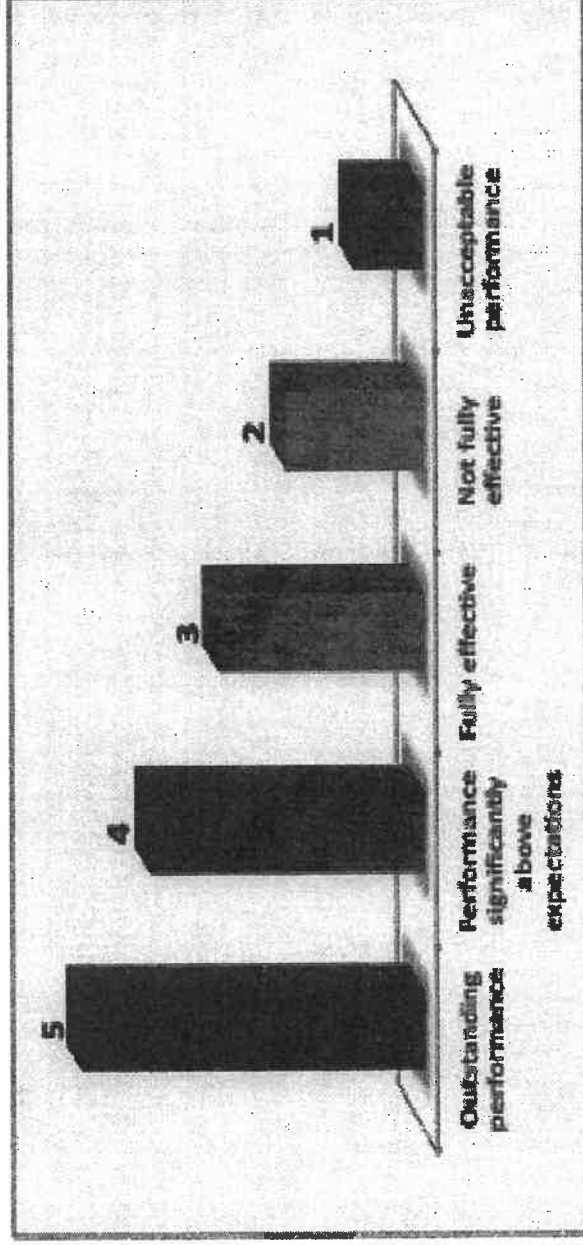
6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.

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.

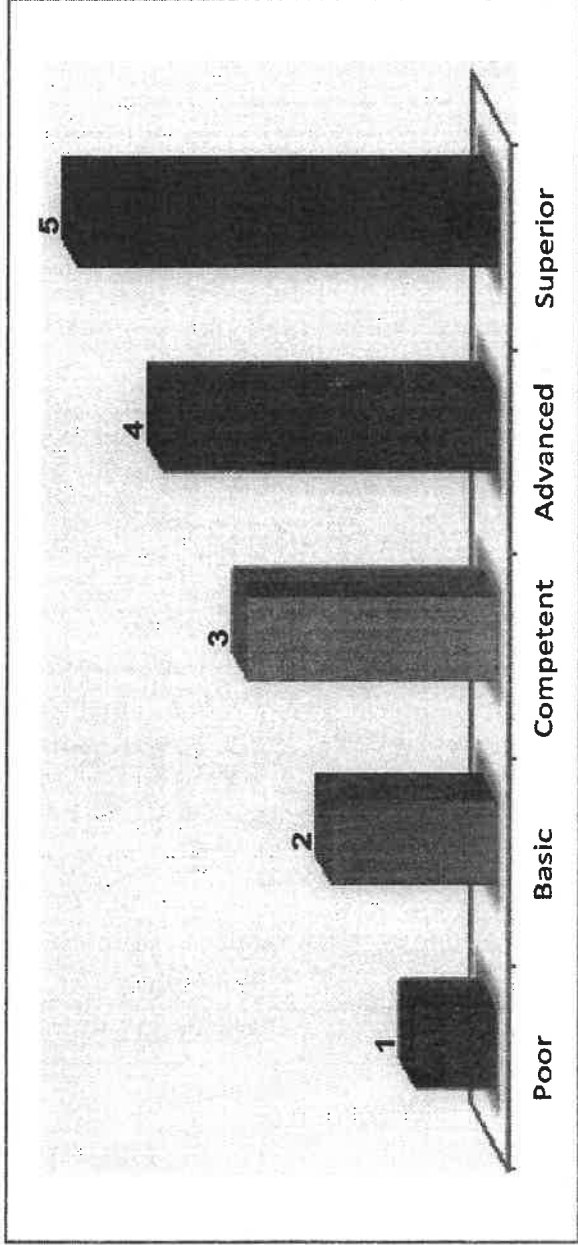
6.9 The assessment of the performance of the Employee will be based on the following rating scale for KPIs:



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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:



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Poor	Do not apply the basic concepts and methods to proof a basic understanding of local government operations and requires extensive supervision and development interventions.
Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping strategic direction and change, develops and applies comprehensive concepts and methods.

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;
- 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 The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meetings.

7. SCHEDULE FOR PERFORMANCE REVIEWS

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

Quarter	Review Period	Review to be completed by
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1	July – September 2024	October 2024 (informal)
2	October – December 2024	February 2025
3	January – March 2025	April 2024 (informal)
4	April – June 2025	September 2025

- 7.2 The Employer shall keep a record of the mid-year and year-end assessment meetings;
- 7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance;
- 7.4 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; and
- 7.5 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 is attached as Annexure C. Such Plan may be implemented and/or amended as the case may be after the each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

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

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:

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

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

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

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 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

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 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.

13. DISPUTE RESOLUTION

- 13.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may within 3 (three) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;
- 13.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days;
- 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 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment shall apply.

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
- 13.7 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.



Acting MM:  HOD: 

Personal Development Plan

Competency		Definition	Weight %
LEADING COMPETENCIES			
Strategic capability and leadership	Provide a direct vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate. It includes: • Impact and influence • Institutional performance management • Strategic planning and management • Organizational awareness	20%	
Financial Management	Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner. It includes: • Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery	10%	
People management and empowerment	Effectively manage, inspire, and encourage people, respect diversity, optimise talent, build and nurture relationships in order to achieve institutional objectives. It includes: • Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management	20%	
Client Orientation and customer focus	Demonstrate a sound understanding of Batho Pele and treats internal and external clients with courtesy, respect and genuine interest in meeting their needs. Seeks to continuously improve service responses to enquiries and complaints quickly and sensibly	10%	
Planning and organizing	Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk	20%	
Communication	Able to share information, knowledge and ideas in a clear focused and concise	20%	

	manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcomes.	
	TOTAL	100%

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Signed and accepted by the employee
01 July 2024
Date

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Signed by the Municipal Manager on behalf of the Municipality
01/07/2024
Date

Personal Development Plan

Skills Performance Gap	Outcomes Expected	Suggested training and /or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill/development area	Support Person
1.. Management and Planning	This Programme will empower the incumbent to acquire skills with regard to best business practices and thought leadership that can successfully be applied to the multi-disciplinary challenges encountered.	Masters in Public Management and Governance	Distance Learning Studies	The duration for the programme is one year but distance learning student are advised to take it for two years January 2025 - December 2026	The development area to practice the acquired skills will be in all areas of the Municipality.	Human Resource Manager and Skills Development Facilitator, CFO & MM

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Signed by the Employee

Date:

01 July 2024

Signed by the Municipal Manager on behalf of the Municipality

Date:

01 July 2024

09	Town Planning	Promoting a wall to wall of management of all land development activities	Number of housing Sector plan developed and approved by council by end March 2025	Manager: Housing and Land Use	1	Council minutes/Resolution	Operational	1	0	0	0	1
10	Housing	Eradicate backlogs in order to improve access to services and ensure proper operations and maintenance	Number of housing consumer awareness campaigns conducted by end June 2025	Manager: Housing and Land Use	4	Attendance Register	Operational	4	1	1	1	1

NATIONAL KEY PERFORMANCE AREA 2: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT - CORPORATE SERVICES DEPARTMENT

NATIONAL KEY PERFORMANCE AREA 2: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT - CORPORATE SERVICES DEPARTMENT													
REF	Strategic Focus Area	Strategic Objectives	KPI / Unit of measurement	Ward	Programme Driver	Baseline	Portfolio of evidence	Budget	Annual Target	Quarterly Targets			
										Q1	Q2	Q3	Q4
11	Information & Communication Technology	To render effective and efficient ICT services	Number of quarterly reports on the ICT uploads performed by end of June 2025	N/a	HOD: Corporate Services	10	Quarterly ICT Reports on number of updates	Operational budget	10	2	3	3	2
12	Occupational Health and Safety	To provide Health and Safety in a workplace	Number of quarterly Health and Safety Reports submitted to the Health and Safety	N/a	HOD: Corporate Services	4	Minutes /and attendance registers of Health and Safety Committee meetings	Operational budget	4	1	1	1	1

			Committee meeting by end June 2025														
13	Training and Development	To improve administrative and governance capacity	Number of Work Skills Plan Development submitted to LGSETA by April 2025	N/a	HOD: Corporate Services	1	Acknowledgement letter from LGSETA	Operational budget	1	0	0	0	0	0	0	1	
14	Training and Development	To provide bursary scheme for further studies by employees	Number of employees awarded bursary by the end of June 2025	Na	HOD: Corporate Services	9	Proof of Payment to different Tertiary Institution	Operational Budget	7	7	0	0	0	0	0	0	
15	Labour and legal matters	To improve administrative and governance capacity	Number of quarterly reports on the status of litigations against the Municipality compiled and submitted to the Portfolio Committee meeting by end of June 2025	N/a	HOD: Corporate Services	4	Minutes /and attendance registers of Corporate Services Portfolio Committee meetings	Operational budget	4	1	1	1	1	1	1	1	
16	Employment Equity reports	To improve administrative and governance capacity	Number of Employment Equity Reports compiled and submitted to Department of Labour by January 2025	N/a	HOD: Corporate Services	1	Acknowledgement letter from the Department of Labour	Operational budget	1	0	0	0	1	1	0	0	

17	Council support	To improve administrative and governance capacity	Number of ordinary council meetings coordinated by June 2025	N/a	HOD: Corporate Services	4	Minutes and attendance registers of ordinary council meetings	Operational budget	4	1	1	1	1
18	Council support	To improve administrative and governance capacity	Number of Departmental Quarterly Section 79 Committee meetings held by June 2025	N/a	HOD: Corporate Services	4	Minutes of the Corporate Services Portfolio Committee meetings	Operational budget	4	1	1	1	1