### PERFORMANCE MANAGEMENT AGREEMENT

**ENTERED INTO BY AND BETWEEN:** 

MOGALE CITY LOCAL MUNICIPALITY
AS REPRESENTED BY THE
MUNICIPAL MANAGER:

DAN MASHITISHO

AND

CHIEF FINANCIAL OFFICER

LESLIE MAHUMA

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE FINANCIAL YEAR: 1 JULY 2015 TO 30 JUNE 2016

### PERFOMANCE MANAGEMENT AGREEMENT

### ENTERED INTO BY AND BETWEEN

MOGALE CITY LOCAL MUNICIPALITY herein represented by Dan Mashitisho as the Municipal Manager (hereinafter referred to as the Employer or Supervisor)

### And

Leslie Mahuma as the Chief Financial Officer: Municipal Financial Management (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 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as the "the Parties".
- 1.2 Section 58(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) 1.4 of the Systems Act.

Performance management agreement entered into by and between The Municipal Manager: Dan Mashitisho and Chief Financial Officer: Leslie Mahuma

### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 Comply with the provisions of Section 58(1)(b),(4A),(4B) and (5) of the Local Government Municipality Systems Act as well as the Contract of Employment entered into between the parties;
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Management Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Management Agreement and Performance Management Plan as the basis for assessing whether the employee has met the performance expectations applicable to his job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the 1 JULY 2015 and will remain in force until 30 JUNE 2016; where after a new Performance Management Agreement, Performance Management 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 the Agreement during June each year. The parties will conclude a new Performance Management Agreement and Performance Management Plan that replaces this Agreement at least once a year by not later 31 July.
- 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.
- 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

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contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

### 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; and
  - 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The 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 adopts or introduces for the Employer, management and municipal staff of the Employer.
- 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.

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- 6 The Employee agrees to participate in the performance management and development system that the Employer adopts:
  - The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
  - 6.2 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.
  - 6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs) respectively.
  - 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
  - 6.2.3 KPAs covering the main areas of work will account for 80 weighting and CCRs will account for 20 weighting of the final assessment.
  - 6.3 The Employee's assessment will be based on his/her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee:

Key Performance Areas (KPA's)	Weighting
Municipal Transformation and Organizational Development	9%
Infrastructure Development and Service Delivery	9%
Local Economic Development (LED)	6%
Municipal Financial Viability and Management	60%
Good Governance and Public Participation	16%
TOTAL	100%

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6.4 The CCRs will make up the other 20% of the Employee's assessment score. CCRs that are deemed to be most critical for the Employee's specific job should be selected (√) from the list below as agreed to between the Employer and Employee:

CORE COMPETENCY REQUIREMENTS	FOR EMPLO	YEES
CORE MANAGERIAL COMPETENCIES (CMC)	1	WEIGHTS
Strategic Capability and Leadership	<b>√</b>	20%
Financial Management	<b>√</b>	20%
People Management and Empowerment	V	20%
Client Orientation and Customer Focus	<b>V</b>	20%
Accountability and Ethical Conduct	<b>√</b>	20%
TOTAL		100%

### 7 EVALUATING PERFORMANCE

- 7.1 The Performance Management Plan (Annexure A) to this Agreement sets out-
  - 7.1.1 The standards and procedures for evaluating the Employee's performance; and
  - 7.1.2 The intervals for the evaluation of the Employee's performance.
- 7.2 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.
- 7.3 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.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve:
  - 7.5.1 Assessment of the achievement of results as outlined in the performance Plan:
    - (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to hoc tasks that had to be performed under the KPA:

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- (b) An indicative rating on the five-point scale should be provided for each KPA;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

### 7.5.2 Assessment of the CCRs

- (a) Each CCR should be assessed according to the extent to which the specified standards have been met:
- (b) An indicative rating on the five-point scale should be provided for each CCR;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final CCR score

### 7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CCRs:

Overall Performance	Rating	Performance Score
Unacceptable Performance		
Performance does not meet the standard expected for the job. The employee has failed to demonstrate the commitment level expected in the job despite management efforts to encourage improvement.	1	59% and below
Performance 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.	2	60 – 69 %
Performance Fully Effective		
Performance fully meets the standards expected in all areas of the job	3	70 – 79 %

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Overall Performance	Rating	Performance Score
Performance Significantly Above Expectations / Exceptional Performance  Performance is significantly higher than the standard expected in the job.	4	80 – 89 %
Outstanding Performance  Performance far exceeds the standard expected of an employee at this level.	5	90 – 100 %

- 7.7 For purposes of evaluating the performance of the Employee, an evaluation panel constituted by the following persons will be established –
- 7.7.1 Municipal Manager;
- 7.7.2 Chairperson of the Audit Committee or Performance Audit Committee;
- 7.7.3 Member of the Mayoral committee; and
- 7.7.4 Municipal Manager from another Municipality.

### 8 SCHEDULES FOR PERFORMANCE REVIEWS

8.1 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:

Quarter	Timeline	Date of the Review
First Quarter	July – September 2015	October
Second Quarter	October – December 2015	January
Third Quarter	January – March 2016	April
Fourth Quarter	April – June 2016	July

8.2 The Employer shall keep a record of all formal and informal reviews, including the midyear review and annual assessment meetings.

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- Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 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.
- 8.5 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.

### 9 DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

### 10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer shall:-
- 10.1.1 Create an enabling environment to facilitate effective performance by the Employee;
- 10.1.2 Provide access to skills development and capacity building opportunities;
- 10.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that my impact on the performance of the Employee;
- 10.1.4 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
- 10.1.5 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.

### 11 CONSULTATION

- 11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –
- 11.1.1 A direct effect on the performance of any of the Employee's functions;
- 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

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- 11.1.3 A substantial financial effect on the Employer.
- 11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

### 12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 12.3 In the case of unacceptable performance, the Employer shall –
- 12.3.1 Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- 12.3.2 After appropriate counseling 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 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provide for, shall be mediated by -
- 13.1.1 The Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2 Any other person appointed by the Executive Mayor.

Performance management agreement entered into by and between

13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

The Municipal Manager: Dan Mashitisho and Chief Financial Officer: Leslie Mahuma AJ ST.K

### 14 GENERAL

- 14.1 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.
- 14.2 Nothing in this agreement diminished 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.

Thus done and signed at KRUGERSBON	nis the 269 day of Jeru 2015
AS WITNESSES:	
1. Stawa	
2. Hotele	CHIEF FINANCIAL OFFICER
AS WITNESSES:	
1. Sear!	(M)
	MUNICIPAL MANAGER
2. Aareke	

# PERSONAL DEVELOPMENT PLAN (PDP)

SURNAME	MAHUMA		NAME	LESLIE		
POSITION	CHIEF FINANCIAL OFFICER	OFFICER	REPORT TO	MUNICIPAL MANAGER	NAGER	
SALARY LEVEL	2		SALARY BAND	SECTION 56		
DEPARTMENT	MUNICIPAL FINAN	MUNICIPAL FINANCIAL MANAGEMENT	FINANCIAL YEAR	2015/2016		
Competency area to be developed	Specific development objectives (what to achieve)	Competency indicators (evidence of development)	Development activities (self-study, on-the-job, formal-dates and cost)	Support required (e.g. coaching)	Development review and assessment: Training provider	Sign-off review and assessment (Individual, Expert Trainer & Coach)
Personal mastery	Assertiveness, problem solving & influencing	Being able to assertively influence decisions	POE	Ϋ́Α	N/A	A/N
Strategic & business mastery	Planning, organising, finance & delegation	Able to prioritise activities and delegate to team	N/A	N/A	N/A	N/A
Team mastery	Managing teams performance & conflict	The ability to enable opposing parties to move past impasse towards the successful resolution of an issue through the application of dispute resolution techniques	POE	Training on Performance Management	POE	Incomplete
Employee Signature			MM's Signature		Date	



INCUMBENT: LESLIE MAHUMA POST TITLE: CHIEF FINANCIAL OFFICER

	Evidence		Six (6) 2015/ 2016 Performance Management Agreements signed	With Managers	quarterly reviews conducted					Oustarly implementation reports				
	Quality Quantity	11 (mag ) (mag ) (mag ) (mag )								%02				
Target	Quality													
	Time frame			30/08/2015										
Darolina	Information		2014/ 2015 Performance	Management Agreements signed by	Managers					New Target				
	Performance Measurements	1=6 Performance agreements of Managers signed after the 30/09/2015	2=6 Performance agreements of Managers signed by 30/09/2015	3=6 Performance agreements of Managers signed by 30/08/2015	4=6 Performance agreements of Managers signed by 25/08/2015	5=6 Performance agreements of Managers signed by 20/08/2015	1=59% and below of Council	Resolutions Implemented	2=60-69% of Council Resolutions Implemented	3=70-79% of Council Resolutions	4=80-89% of Council Resolutions	Implemented	5=90-100% of Council	Resolutions Implemented
	Performance Indicator		Individual Performance Management System (DMS) for managers	aligned to the SDBIP,	implemented					% Implementation of Mayoral and/ or Council	Resolutions			
	Weighting			S.						4				
Key Performance	Area				Minicipal	Transformation and Organisational	Development							

L'A

Key Performance			2000	Guilean		Target			
ight	Weighting	Performance Indicator	Performance Measurements	Information	Time frame	Quality	Quality Quantity	Evidence	
		% SDBIP projects successfully implemented within projected timeframes, budget and	1=59% and Below projects implementation						
4		aligned to the Corporate Strategic Plan	2=60-79% projects implementation	%08			80%	2015/ 2016 Quarterly Performance Assessment Reports from M&F	
		a 5	3=80% projects implementation					Division	
		er SDBIP	4=82% projects implementation						
		(nodev	5=84% projects implementation						
			1=50% reconciled and compliant asset register produced						
		% Reconciled and	2=75% reconciled and compliant asset register produced						
5	13727	Compliant Asset Register for all infrastructure and	3=100% reconciled and compliant asset register produced annually	100%			100%	2015/2016 GRAP compliant asset	
		nunicipal property	4=100% reconciled and compliant						
			asset register produced quarterly						
			5=100% reconciled and compliant						
1		% Total value of all	1=29 and Below						
		procurement services	2=30-39%						
9		allocated to local (Mogale City 3=40-49%	3=40-49%	28%			40%	Procurement Report	
		iant	4=50-59 %						
		seivice providers	5=60-69%						

,				:		Target		
Area	Weighting	Performance Indicator	Performance Measurements	Information	Time frame	Quality	Quantity	Evidence
			1=15%					
		// Variance on operational	2=10%					Trans Cl. Commission (
	9	budget spent		0.5%			%9	Variance Report
			4=5%					
			5=4% or lower					
			1=59 and Below					
		% Capital budget spent	2=60-94%					torod toroi. a
	9	Sapiral pages specific	3=95%	%56			82%	budget Report
			4=96%					
			2=97%					
			1=59% and Below implemented					
		% Implementation of the	2=60-79% implemented					
	15	revenue enhancement	3=82% implemented	80%			82%	Monthly monitoring reports
		strategy	4=84% implemented					Z015/Z016 Annual report
			5=86% implemented					
			1=59% and Below					
<ol><li>Municipal</li></ol>		acitacila Conscional to %	2=60-95%					
Financial Viability	10		3=94%	93%			94%	Monthly monitoring reports
And Management		מופ	4=95%					ZUIS/ZUIG Annual report
			2=96%					
			1=100% reports submitted two					
			days and more after the due date					
			(in terms of the legislation)					
			2= 100% reports submitted one					
			day after the due date (in terms of					MFMA Compliance Reports & Draft
			the legislation)	,				Annual Report Budget to be
	Ų	% compliance to the	3=100% reports submitted on the	100%				submitted, submission date and
	<u>0</u>	regulatory framework	due date (in terms of the legislation)	Submission of Reports			100%	date submitted (Email on the submission and/ or
			4=100% reports submitted one	à				Acknowledgement of receipt)
			day before the due date (in terms					
			6-100% roports cubmitted two					
			days and more hofers the disc					
			date (in terms of the legislation)					
			1=59% and Below					
		% of mitigation actions	2=60-79%					
		0	3-808/					
	c		3-00%	700			0	Quarterly reports submitted
	7	(Target and baseline will be	4-02%	%8/			%08	sumitted to M&E
		arter	5=84%					



Koy Dorformanco		3		Occilian		Target		
Area	Weighting	Performance Indicator	Performance Measurements	Information	Time frame	Quality	Quantity	Evidence
			1=Report submitted on or before 31 Jan 2016					
		4	2=Report submitted on or before 15 Jan. 2016					
	2	needs identified and	3=Report submitted on or before 31 Dec. 2015	Apr-15	31 Dec. 2015			Training needs identification report submitted to HCD&T
		D D D D D D D D D D D D D D D D D D D	4=Report submitted on or before 15 Dec. 2015					
			5=Report submitted on or before 30 Nov. 2015					
		to A Ol IO of geneilemen /0	1=59% and Below implemented					
		% compilance to OHS Act	2=60-69% implemented					Checklist and/ or implementation
	7	OHS Audit and/or	3=70-79% implemented	New Target			%02	plan on the OHS Audit submitted to
		checklist recommendations 4=80-89 % implemented	4=80-89 % implemented					SHO
			5=90-100 % implemented					
			1=17 days and more from the					
			date of receipt					
		of applet angle 30 old	2=15 days from the date of receipt					Reports from IA     Written responses to IA
	2	respond to Internal Audit	3=10 days from the date of receipt	10			10	(submission date and date submitted)
5. Good			4=7 days from the date of receipt					Acknowledgement of receipt by IA
Governance and Public Participation			5=5 days from the date of receipt					
			1=59% and Below					
		% participation in assigned 2=60-69%	2=60-69%					Notice of mediation
	2	Supply Chain Management 3=70-79%	3=70-79%	%02			%02	Notice of meetings
		process activities	4=80-89 %					
			5=90-100 %					

INCUMBENT: LESLIE MAHUMA POST TITLE: CHIEF FINANCIAL OFFICER

Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Time	Target Quality	arget Quality Quantity	Evidence
			1=100% response submitted 5					
		% response towards the						Request/ Queries/ Recommendations from the AG
	2	Auditor General s queries and/ or requests and/ or		100%	96		100%	Letters of response (AG's queries
		(For the year under review)	the year under review) 4=100% response submitted 3					response implementation plan) submitted to the AG
			5=100% response submitted 2					
			day after receipt					
			1=Disclaimer Opinion					
			2=Qualified Opinion					
			3=Unqualified Opinion with					
	(	0	Matters of Litipliasis (OOVIME)					AG's Audit Report
	7	Audit Report Received	4=Unqualified Opinion with 50%	NOWME		NOWME	-45-20	Management Letter
			reduction on Matters of emphasis compared 2014/2015					
			4					
			s=Unqualified Opinion without matters of emphasis					
			1=1 leaner/ intern					
		No. of interns or learners	_					
	2	the baseline because of	3=3 learners/ interns	4			3	Attendance register and internship
		the financial constraints)	4=4 learners/ interns					programme
			5=5 learners/ interns					
TOTAL=100								
CORE								
MANAGERIAL	WEIGHTI	KPI	EVIDENCE	TOTAL				
(CMC)								
			Approved 2015/ 2016 Departmental Strategic					
Strategic Capability	00	Development/ Revision of	Implementation Plan					



and/ or Reports to EXCO on Other Strategic Plans and/ or Policies/ SOPs Developed/ Revised

Development/ Revision of Strategies/ Policies/ SOPs

20

Strategic Capability and Leadership

Variance Report Budget Report

% Variance on operational

20

Financial Management

% Capital budget spent budget spent

POST TITLE: CHIEF FINANCIAL OFFICER	INCIAL OFFIC	CEK					
Key Performance Area	Weighting	Performance Indicator	Performance Measurements	Baseline Information	Time	Target  Quality Quantity	Evidence
		% of regulated employees registered with relevant professional bodies or affilliated with professional associations	Register on employees registered with professional bodies or affiliated with professional associations submitted to HCD&T				
3		% funded vacancies filled	Approved reports on filling of vacancies with suitably qualified staff				
People Management and Empowerment	20	Grievance and Disciplinary cases attended to	Report on Grievance and Disciplinary cases				
		Communication to employees	Minutes of Departmental meetings				
		No. of meetings convened with Organised Labour	Meetings convened with Organised Labour				
		% implementation of Departmental employment equity sub-plans	Approved quarterly position management reports				
Client Orientation	06	External service and information requests responded to within 5 working days from date of receipt	Copies of letters of requests and Written responses to external stakeholders				
snoo4	9	Internal information requests responded to within 5 working days from date of receipt	Information requests and responses (with date of requests and date of response)				
Accountability and Ethical Conduct	20	% Implementation of the Anti-Fraud and Corruption Policy	Disclosure and Declaration of Interest Register and/ or Disciplinary cases related to ethics and/or Agenda of Management meetings where Standing item on Anti-Fraud and Committion Deliver is electrosed				
Total= 100							

INCUMBENT: LESLIE MAHUMA POST TITLE: CHIEF FINANCIAL OFFICER

Key Performance	Moighting	Dorformannon Indiana	Doeform
Area	weigining	relioninalice mucatol	renormance measurements

Evidence

Time Quality Quantity Target

Baseline Information

Ps: The signed agreements will be enhanced after automation of PMS (ePMS) to enable pr

Signed and accepted by: Chief Financial Officer: Leslie Mahuma

Date 2 Ft July 2015

Signed by the Municipal Manager: Dan Mashitisho

Date: 30/07,