HARRY GWALA DEVELOPMENT AGENCY



PERFORMANCE AGREEMENT OF ANTIONETTE CR WHYTE

ASSESSMENT PERIOD: 2024/2025

File No.

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2024/2025 PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN HARRY GWALA DEVELOPMENT AGENCY (PTY) LTD "The Employer"

Herein represented by MS. SB. DLUNGWANE in her capacity as the CHAIRPERSON OF THE BOARD

And

CHIEF EXECUTIVE OFFICER (CEO) MS ANTIONETTE CLARISSA RONNELLE WHYTE

Hereinafter referred to as the "*Employee*" as employed by the Harry Gwala Development Agency (Pty) Ltd.

WHEREBY IT IS AGREED AS FOLLOWS:

ABSTRACT

The signature of the Performance Agreement serves as compliance with the provisions of Sections 4(A), 4(B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties.

FOR THE FINANCIAL YEAR:

1 JULY 2024 - 30 JUNE 2025

HARRY GWALA DEVELOPMENT AGENCY (PTY) Ltd

ACRONYMS

BEE - Black Economic Empowerment

CCR - Core Competency Requirement

CEO - Chief Executive Officer

Board - Board of Directors

HOD - Head of Department

IDP - Integrated Development Plan

KPA - Key Performance Area

KPI - Key Performance Indicators

LED - Local Economic Development

MSA - Municipal Systems Act no. 32 of 2000

Nedlac - National Economic Development and Labour Council

OPMS- Organisational Performance Management System

IPMS - Individual Performance Management System

PA - Performance Agreement

PDP - Personal Development Plan

PIMS- Planning Implementation and Management Support

PP - Performance Plan

RSA - Republic of South Africa

SCM - Municipal Supply Chain Management Policy

SDBIP- Service Delivery and Budget Implementation Plan

DEFINITIONS

Ruling Language -Refers to the language parties to the contract choose to use as a

medium for formal communication between them.

Financial Year -Refers to the 12-month period which the organization determines as

its budget year.

HARRY GWALA DEVELOPMENT AGENCY (PTY) Ltd

Chief Executive Officer – Refers to the accounting officer of the Agency (CEO)

Office of the CEO - Refers to the office of the accounting officer

The employee

- Refers to Antoinette Whyte

The employer

Refers to Harry Gwala Development Agency

CFO

-Refers to the Chief Financial Services (Chief Financial Officer)

INTERPRETATION

In this agreement, unless the context clearly indicates a contrary intention: -

- The head notes are for reference purposes only and shall not affect the interpretation of any part hereof.
- The singular includes the plural and vice versa
- A reference to one gender includes the other genders.
- Any schedules and annexure shall be initialed by the parties for the purposes of identification and form part of this agreement as if specifically included herein.

GENERAL PROVISIONS

1. INTORDUCTION

- 1.1 The Employer has entered a contract of employment with the employee Ms ACR Whyte for a period of five (5) years, in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1) (b) of the Municipal Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an Annual Performance Agreement. That the parties hereby agree to have this contract developed in terms of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly accountable to Municipal Managers, 2006.
- 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.
- This performance contract is between **ANTOINNETE CLARISSA RONNELLE WHYTE (ID. 7811040057088)**, the Chief Executive Officer (CEO), and **MS SB DLUNGWANE (ID: 8609280955089)** the Board Chairperson of Harry Gwala Development Agency. It is for the 2024/ 2025 financial year only. The expected performance reflected in this contract is based on the Growth and Development Strategy, the Integrated Development Plan 2022/23 2026/27 adopted in May 2024, the 2024/25 Service Delivery and Budget Implementation Plan. The aforementioned documents have been adopted as the working documents of the Harry Gwala District Municipality as well as Harry Gwala Development Agency and therefore, shall be the basis of the performance assessment.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to

- 2.1. Comply with the provisions of Sections 57 4(A), 4(B) and (5) of the Systems Act as well as the Contract of Employment entered 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 Plan (Annexure A);
- 2.4. Monitor and measure performance against set targeted outputs.

- 2.5. Use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for permanent employment and/ or to assess whether the Employee has met the performance expectations applicable to his/her 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 Employers 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 01 July 2022 and will remain in force until 30 June 2027- (5 years), notwithstanding that a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for each financial year or any portion thereof.
- 3.2. The Parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment or any reason.
- 3.4. The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government, council or agency decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4. STRATEGIC OBJECTIVES AND KEY PERFORMANCE AREAS

4.1 The Chief Executive Officer (CEO) has the overall responsibility of ensuring overall management of the Agency and that it executes its functions properly and that departments are assisted and co-ordinated to reach their targets as set in the Service Delivery and Budget Implementation Plan.

- 4.2 Provide overall executive strategic leadership to the management and staff of the Agency.
- 4.3 Provide leadership in business modelling and strategy development, implementation and monitoring for economic growth and key priority sectors.
- 4.4 Ensure effective management capacity for the Agency to realise its strategic goals and in accordance with national and provincial legislation and policies and procedures approved by the Board.
- 4.5 Establish linkages with the shareholders, local industry players and local municipalities on driving the mandate of the Agency with open, transparent and cooperative relationships.
- 4.6 Develop funding model for the Agency's financial sustainability.
- 4.7 Manages the key performance indicators of the Agency, including overall budget control, financial performance, key stakeholders' relations and staff morale.
- 4.8 Ensures total compliance to all legislative and regulatory provisions governing the Agency and its stakeholders.
- 4.9 Ssupport the Board in achieving the vision of the municipal entity.

As the head of Municipal Entity, the CEO is, subject to the policy directions of the Agency, responsible and accountable, *inter alia* for:

- The management of an economical, effective, efficient and accountable Municipal entity.
- The management of the Municipal entity's administration in accordance with all legislation and policy applicable to the municipality.
- The implementation of municipal entity's plans including but not limited to, the IDP,
 Growth and Development Strategy, Performance Management Plan and Service
 Delivery and Budget Implementation Plan.
- Promotion of sound labour relations and compliance by the municipal entity with applicable labour legislation
- Advising the Board and Council on areas of performance.

5. PERFORMANCE OBJECTIVES

- 5.1. The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Business Plan of the Agency as well as the Growth and Development Strategy and the Budget of the Employer and shall include key objectives; key performance indicators; target dates and weighting.
- 5.2. 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.
- 5.3. The Employee's performance will, in addition, be measured in terms of contribution.
- 5.4 The Performance Plan (Annexure A) sets out the performance objectives and targets that must be met by the Employee; and the time frames within which those performance objectives and targets must be met.

6. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT

In accordance with Regulation 32, a performance bonus, based on affordability may be paid to the Employee after: -

- 6.1 If the CEO performs or achieves an outstanding performance, she shall qualify for the annual performance bonus in accordance with the contract of employment entered between the Board chairperson and the CEO on 01 July 2024 as well as the results of the performance evaluation agreed to in terms of this contract.
- 6.2 The acceptability of the level of her performance or otherwise shall be determined and declared by the performance evaluation team in accordance with the provision of this agreement, following the receipt of a report on the CEO's achievement or otherwise of the KPIs as reflected in Annexure "A" of this contract.
- 6.3The attached Annexure "A" and referred to above has listed Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) that are worth 100 points.

- 6.4 Each KPA consists of Key Performance Indicators and CCR that have different weightings.
- 6.5 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus, the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that:
- I. A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9% and
- II. A score of 150% and above is awarded a performance bonus ranging from 10% to 14%
 - 6.7 In the case of unacceptable performance, the employer shall:
 - a) Provide systematic or developmental support to assist the employee to improve his/her performance; and
 - b) After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the CEO on grounds of unfitness or incapacity to carry out his or her duties.
- 6.8 A performance bonus for outstanding performance or an in-kind recognition of effective performance shall only be effected after,
 - I. The annual report for the financial year under review has been tabled and adopted by the Board and municipal council.
 - II. An evaluation of performance in accordance with the provisions of regulation 23 and this contract; and
 - III. Approval of such evaluation by the Board and municipal council as a reward for outstanding performance or effective performance.
- 6.9 The increment for 2024/2025 shall be based on clauses in the CEO's employment contract concluded between him/her and the Board and the provisions of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006.
- 6.10 The employer shall grant annual salary adjustment linked to a cost-of-living adjustment based on market indicators which is not performance based, upon the signing of performance contract.

The increment shall only be affected only after this performance contract has been signed by the Chief Executive Officer of the Agency.

8. PERFORMANCE MANAGEMENT SYSTEM

- 8.1. The Employee agrees to participate in the Performance Management System that the Employer adopts or introduces for the Employer, Management and officials of the Agency.
- 8.2. 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 officials to perform to the standards required.
- 8.3. The Employer will consult the Employee about the specific performance standard that will be included in the Performance Management System as applicable to the Employee.

9. INDIVIDUAL PERFORMANCE CONTRACT SIGNING AND REPORTING

- 9.1. The performance contract shall be concluded between each employee within 30 calendar days reckoned from the first day of the new financial year or 60 calendar days upon commencement of employment in respect of all officials appointed and entered into a performance management system. This is in line with section 57 (2) of the Municipal Systems Act of 2000. Failure to comply with this deadline means an employee is not eligible for a performance bonus or a progression for the performance cycle in question, unless proof of compliance can be provided to the Accounting Officer and may result in the employee and his supervisor being subjected to disciplinary action.
- 9.2. The employee who incurred Unauthorised, Irregular Fruitless and Wasteful (UIFW) expenditure, will not receive performance bonuses for the year under review.
- 9.3. The Chairperson shall ensure inclusion of the attainment of Unqualified Audit Opinion as a minimum in the Performance Agreement of Chief Executive Officer.
- 9.4. The Chief Executive Officer shall choose all Six (6) National KPAs, with a total weight of 100%.
- 9.5 The employee other than Chief Executive Officer and Section 56 Managers, will choose a maximum of ten (10) core competency requirements (CCRs) including compulsory core managerial requirements (CMRs) with a total weight of 100%,

whilst Chief Executive Officer and Section 56 Managers are required to choose all CCRs.

- 9.6. Employees who are on performance contract shall report their performance in a prescribed to. All individual quarterly performance reports shall be due for submission to the immediate superiors on or before the 15th or should the 15th fall on the weekend, they will be due on a Monday following the 15th after the end of each quarter. Failure to comply with this deadline means an employee is not eligible for a performance bonus or a progression for the performance cycle in question unless proof of compliance can be provided to the Accounting Officer and may result in the employee and his or her supervisor being subjected to disciplinary action.
- 9.7. Quarterly, Mid-year and annual performance reports will be due for submission to the IPMS unit on or before the 20th after the end of each quarter, first six-month period and financial year respectively. And thereafter submitted by IPMS to Internal Audit on or before the 30th after the end of each quarter. Failure to comply with this deadline means an employee is not eligible for a performance bonus or a progression for the performance cycle in question unless roof of compliance can be provided to the Accounting Officer and may result in the employee and his supervisor being subjected to disciplinary action.
- 9.8. Each employee will be responsible for keeping his or her personal copies of the performance contract and individual performance reports in a safe place for reference purposes.
- 9.10. Signed copies of the Performance Contracts of the Accounting Officer and Section 56 Managers will be presented to the Audit Committee as evidence of compliance as a matter of due diligence on the part of the Agency.
- 10. THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS
- 10.1. The Employee undertakes to actively focus on the promotion and implementation of KPA's (including special projects relevant to the employee's responsibilities) within the Local Government Framework.
- 10.2. 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.

- 10.3. The Employee must be assessed against both components and each area of assessment will be weighted and will contribute a specific part to the total score.
- 10.4 A weighting for the KPA's that cover the main areas of work will account for 80% of the final assessment and CF will account for 20% of the final assessment.
- 10.5 The Employee's assessment will be based on his 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% of the overall assessment result as per the weightings agreed to between the Employer and Employee
- 10.6 The Competency Framework CF will make the other 20% of the Employee's assessment score. The Competency Framework (CF) as contained in the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers must be used for this purpose. The said Regulations state that there is no hierarchical connotation to the structure and all competencies must therefore be considered as measurable and critical in assessing the level of a Chief Executive Officer's performance.

11. EVALUATING PERFORMANCE

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

The annual performance appraisal will involve:

- I. Assessment of the achievement of results as outlined in the performance plan.
- II. Assessing the extent to which the specified standards or KPIs have been met with due regards to ad-hoc tasks that had to be performed under the KPAs and CCRs.

The criterion upon which the performance of the employee shall be assessed consists of two components, both of which shall be contained in the performance plan: -

- I. The employee must be assessed against both components, with a weighting of **80:20** allocated to the KPAs and the CCRs respectively.
- II. Each area of assessment will be weighted and will contribute a specific part to the total score.
- III. The assessment of the performance of the Employee will be based on the following

A five-point rating scale to be used for both KPAs and CCRs is the following:-

| Level | Terminology | Description Rating | Rating |
|-------|-------------|--------------------|--------|
| | | | |

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| 5 | Superior | 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 Annual Work Plan and maintained this in all areas of responsibility throughout the year. | |
|---|-----------|--|--|
| 4 | Advanced | 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. | |
| 3 | Competent | 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 Annual Work Plan. | |
| 2 | Basic | 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 Annual Work Plan. Applies basic concepts, methods and understanding of local government operations, | |
| | | but requires supervision and development intervention. | |

| 1 | Basic | 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 the | |
|---|-------|---|--|
| | | performance criteria and indicators as specified in the PA and Annual Work 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. | |

The achievement levels indicated in the table below serve as a benchmark leading and core competencies.

The achievement levels indicated in the table below serve as a benchmark leading and core competencies,

| ACHIEVEMENT LEVEL | DESCRIPTION |
|-----------------------|--|
| Competent (rating= 3) | Develops and applies more progressive concepts, method and understanding, plans and guides the work of others and executes progressive analyses. |
| Advanced (rating =4) | Develops and applies complex concepts, methods and understanding. Effectively directs and leads group and executes indepth analyses. |
| Superior (rating =5) | Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods. |

| Number | Key Performance Areas (80% of Total) | Weighting |
|--------|--|-----------|
| 1 | Municipal Institutional Development and Transformation | 15% |
| 2 | Basic Service Delivery | 15% |

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| 3 | Local Economic Development | 30% |
|---|--|------|
| 4 | Municipal Financial Viability and Management | 20% |
| 5 | Good Governance and Public Participation | 10% |
| 6 | Cross Cutting Interventions | 10% |
| | Total | 100% |

7.5. Competency framework structure.

7.5.1. The competencies that appear in the competency framework are detailed below.

| LEADING COMPETENCIES | | | |
|--|---|--|--|
| People Management | Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management | | |
| Program and Project Management | Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation | | |
| Financial Management | Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring | | |
| Policy Formulation Risk and Compliance Management Cooperative Governance | | | |
| CORE COMPETENCIES | | | |
| Moral Competencies | | | |
| Planning and organising | | | |
| Analysis and Innovation | | | |
| Knowledge and Information Management | | | |
| Communication | | | |
| Result and Quality Focus | | | |

| | COMPETENCY FRAMEWORK STRUCTURE | | |
|--------|------------------------------------|---|--------|
| Number | CRITICAL LEADING COMPETENCIES | 1 | WEIGHT |
| 1 | Strategic Direction and Leadership | | 10% |
| 2 | People Management | | 8% |
| 3 | Program and Project Management | | 10% |
| 4 | Financial Management | | 10% |

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| 5 | Change Leadership | 10% |
|--------|--------------------------------------|------|
| 6 | Governance Leadership | 10% |
| Number | CORE COMPETENCIES | |
| 1 | Moral Competence | 7% |
| 2 | Planning and organising | 7% |
| 3 | Analysis and Innovation | 7% |
| 4 | Knowledge and Information Management | 7% |
| 5 | Communication | 7% |
| 6 | Results and Quality Focus | 7% |
| | Total percentage | 100% |

Managers must subscribe to the following Batho Pele principles.

- Consultation
- Setting service standards
- Increasing access
- Ensuring courtesy
- Providing information
- Openness and transparency
- Redress
- Value for money
- Encouraging Innovation and Rewarding excellence
- Customer Impact
- Leadership and Strategic Direction

12. MONITORING AND EVALUATION

The monitoring and performance reviews for each quarter as determined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006 shall be comprised of the Board chairperson, and their brief will be to assess the performance of the Chief executive Officer in line with the performance requirements as outlined in Annexure "A" of this contract

Despite the in-year reviews, the employer shall establish an assessment team to conduct an annual performance review.

The **evaluation panel/ team** to conduct an annual assessment shall be composed as follows:

The Chairperson of the Board

The Deputy Mayor of Harry Gwala District Municipality

Chairperson of the Audit /Performance Audit Committee.

Chairperson of HR and Finance Portfolio Committee

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Corporate Services/ HRM Official - HGDA: Secretariat

13. SCHEDULE FOR PERFORMANCE REVIEWS

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 | REVIEW PERIOD | REVIEWS TO BE COMPLETED BY |
|----------------|--------------------------|----------------------------|
| Second Quarter | October to December 2024 | 31 January 2025 |
| Mid-term | July to December 2024 | 28 February2025 |
| Third Quarter | January to March 2025 | 30 April 2025 |
| Fourth Quarter | April to June 2025 | 31 July 2024 |
| Annual | July 2024 to June 2025 | 28 February 2026 |

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

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.

The Employer may amend the provisions of Annexure A whenever the Performance Management System is adopted, implemented) and/or amended. In that case the Employee will be fully consulted before any such change is made.

14. DEVELOPMENTAL REQUIREMENTS

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

15. OBLIGATIONS OF THE EMPLOYER

The Employer shall:

- 15.1 Create an enabling environment to facilitate effective performance by the Employer.
- 15.2 Provide access to skills development and capacity building opportunities

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- 15.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee.
- On the request of the Employee delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in terms of this Agreement.
- 15.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him or her to meet the performance objectives and targets established in terms of this Agreement.

16. CONSULTATION

- 16.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others.
- 16.2 A direct effect on the performance of any of the Employee's functions.
- 16.3 Commit the Employee to implement or to give effect to a decision made by the Employer
- 16.4 A substantial financial effect on the Employer.
- The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 1 1.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

17. AWARDING PERFORMANCE BONUS

17.1 The following table will be used to determine the payment of performance bonus to a Performance contract employee:

| FINAL SCORE | BONUS/REWARD |
|----------------|--|
| 150% and above | 5% to 14% of the annual total remuneration package |
| 130% to 149% | 4% to 9% of the annual total remuneration package |
| 99% and below | Compulsory performance counselling |

18. MANAGEMENT OF EVALUATION OUTCOMES

- 18.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 18.2 A performance bonus of 5% to 14% of inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.
- 18.3 In the case of Chief Executive Officer, 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 whose decision shall be final and binding on both parties.

18.4 If the mediation process contemplated above fails] clause 19.3 of the contract of employment shall apply.

19. GENERAL

- 19.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure A may be available to the public by the Employer
- 19.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his or her contract of employment or the effects of existing or new regulations) circulars, directives or other instruments.

20. DISPUTE RESOLUTION

In case of disputes, which cannot be resolved through negotiations and mediation, the employee has a right to refer the case to the Mayor who must settle the case within thirty (30) days of receipt of a formal written dispute referral. The decision of the Mayor shall be deemed final and binding on both parties.

21. JURISDICTION

Regardless of the place of execution, performance or domicile of the parties, this contract and all modifications and amendments hereof shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.

22. WHOLE AGREEMENT

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Chief Financial Officer with effect from 01 July 2024.

No agreement, varying, adding to, deleting from or cancelling this contract, shall be effective unless reduced to writing and signed by both parties. The following appendices attached to this contract will have the same force and effect as if they were written in this section of the contract:

ANNEXURE A: PERFORMANCE PLAN (SDBIP)

ANNEXURE B: KPA'S AND CORE COMPETENCY REQUIREMENTS (CCR'S)

ANNEXURE C: PERSONAL DEVELOPMENT PLAN

APPENDIX 1: COMMITMENT OF TEAM REPORTING DIRECTLY TO THE CHIEF EXECUTIVE OFFICER

COMMITMENT OF THE CEO

I, Mr/ Ms... ANTIONETTE CLARISSA RONNELLE WHYTE, hereby make this commitment to achieve targets as set in this performance contract between myself and the employer. As the CEO, I understand that targets are impossible to achieve without my full support and co-operation. I therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

KILITA

MS ACR WHYTE CHIEF EXECUTIVE OFFICER EMPLOYEE 7961/2014

AS WITNESSES:

Signed by

1. Lava

2 Ay

SB Dlungwans

MS S.B DLUNGWANE BOARD CHAIRPERSON 30/07/2024 DATE

AS WITNESSES:

1

HARRY GWALA DEVELOPMENT AGENCY (PTY) Ltd

| Thus, done and signed at | on this the | day of |
|--------------------------|-------------|--------------|
| | | ANNEXURE "A" |

PERFORMANCE PLAN FOR THE FINANCIAL YEAR 2024/2025

KEY PERFORMANCE AREAS (KPAs)

- MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT
- BASIC SERVICE DELIVERY
- LOCAL ECONOMIC DEVELOPMENT
- FINANCIAL VIABILITY AND MANAGEMENT
- GOOD GOVERNANCE AND COMMUNITY PARTICIPATION
- CROSS CUTTING INTERVENTIONS

ANNEXURE "B"

CORE COMPETENCY REQUIREMENTS (CCR's) FOR PERFORMANCE ASSESSMENTS PURPOSES

| KEY PERFORMANCE AREAS FOR CHIEF EXECUTIVE OFFICER | WEIGHTING | SCORE |
|--|-----------|-------|
| Municipal Transformation and Institutional Development | 10% | |
| Basic Service Delivery | 8% | |
| Local Economic Development | 10% | |
| Financial Viability and Management | 10% | |
| Good Governance and Public Participation | 10% | |
| Cross Cutting Interventions | 10% | |

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| TOTAL | 100% | |
|-------|------|--|
| | | |

LEADING CORE COMPETENCIES:

| LEADING COMPETENCIES | | III STORES REPORTED |
|--------------------------------|---|---------------------|
| STRATEGIC DIRECTION AND | Impact and influence | WEIGHT % |
| LEADERSHIP | Institutional performance Management Strategic Planning and | 15% |
| | Management Organizational awareness | |
| PEOPLE MANAGEMENT | Human Capital planning and Development Diversity Management Employee relations Management Negotiation and dispute Management | 15% |
| PROGRAM AND PROJECT MANAGEMENT | Program and Project planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation | 30% |
| FINANCIAL MANAGEMENT | Budget planning and Execution Financial strategy and Delivery Financial reporting and Monitoring | 20% |
| CHANGE LEADERSHIP | Change Vision and Strategy Process design and improvement Change impact, Monitoring and Evaluation | 10% |
| GOVERNANCE LEADERSHP | Policy Formulation Risk and Compliance Management Cooperative Governance | 10% |
| TOTAL | | 100% |

| CORE COMPETENCIES | WEIGHT % |
|--------------------------------------|----------|
| Moral Competencies | 7% |
| Planning and organizing | 7% |
| Analysis and Innovation | 7% |
| Knowledge and information management | 7% |
| Communication | 7% |
| Results and Quality focus | 7% |
| TOTAL | 100% |

| ACHIEVEMENT LEVELS | | | | 457 | | 169 | |
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| ACHIEVEMENT LEVEL | DESCRIPTION | RA | TIN | IG | | | |
| BASIC | Applies basic concepts, methods | 1 | 2 | 3 | 4 | 5 | |
| | and understanding of local | | | | | | |
| | government operations, but | | | | | | |
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| COMPETENT | Develops and applies more | 1 | 2 | 3 | 4 | 5 | |
| | progressive concepts, methods | | | | | | |
| | and understanding. Plans and | | | | | | |
| | guides the work of others and | | | | | | |
| | executes progressive analyses. | | | | | | |
| ADVANCED | Develops and applies complex | 1 | 2 | 3 | 4 | 5 | |
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ANNEXTURE "C"

2024/2025 PERSONAL DEVELOPMENT PLAN

NAME : ANTIONNETTE WHYTE

JOB TITLE : CHIEF EXECUTIVE OFFICER

EMPLOYER: HARRY GWALA DEVELOPMENT AGENCY

| COMPETENCY TO BE ADDRESSED | PROPOSED ACTIONS | TIME-FRAME | OUTCOME | | |
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HARRY GWALA DEVELOPMENT AGENCY (PTY) Ltd

Commitment of Management Team reporting directly to the Chief Executive Officer

I, Mr/Ms. L. L. Makhade..., hereby make this commitment to support the Chief Executive Officer (CEO), to achieve targets as set in this performance contract between him and the employer. As a support manager, I understand that her targets are impossible to achieve without our full support and co-operation. I therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

Signed by

Mr L Makhaye: Chief Financial Officer

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