

**EMPLOYMENT CONTRACT ENTERED INTO BETWEEN AND BY THE
SOUTH AFRICAN HERITAGE RESOURCES AGENCY**

AND

PHAKAMANI BUTHELEZI (CHIEF EXECUTIVE OFFICER)

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**CONTRACT OF EMPLOYMENT ENTERED INTO BETWEEN
AND BY THE SOUTH AFRICAN HERITAGE RESOURCES
AGENCY AND PHAKAMANI BUTHELEZI**

PREAMBLE

This contract is subject to the job advertisement and is a five-year renewable contract (as determined by clause 8.2 below of the contract) entered into by and between the South African Heritage Resources Agency duly represented by the Council's Chairperson Dr Sifiso Ndlovu and Phakamani Buthelezi in his capacity as the Chief Executive Officer.

1. POSITION

The **SOUTH AFRICAN HERITAGE RESOURCES AGENCY** offer **PHAKAMANI M. BUTHELEZI** the position of **CHIEF EXECUTIVE OFFICER ("CEO")** on the following terms and conditions;

2. RESPONSIBILITIES

2.1. To carry out the functions of the CEO in terms of the National Heritage Resources Act, and as elaborated in the job description. In that regard the CEO will be responsible for;

2.1.1. Overall management of the Agency. In this regard, the CEO will be the Accounting Officer for the Agency and be responsible for both hiring and firing.

- 2.1.2. Appointment and management of staff in accordance with the staffing policies of the Council. In this regard, it will be the sole responsibility of the CEO to hire and dismiss any staff member of the Agency.
- 2.1.3. Assisting members of the Council with respect to its powers, functions and duties, its own policies and its other affairs.
- 2.1.4. Serving as a member of the Council in terms of S.14 (1)(b) of the National Heritage Resources Act.
- 2.1.5. Attending meetings of other relevant committees as and when possible or if required by the Council through the Chairperson.
- 2.1.6. Ensuring that the decisions and policies of the Council are implemented. In this regard, the CEO must be consulted on any decisions or policy of the Council likely to have an effect on the strategic management of the Agency. In such consultation, the CEO will be entitled to make representations, which must be considered by the Council. The Council will communicate such decisions in writing and the CEO will ensure the speedy implementation of such decisions.
- 2.1.7. Negotiating with the Department of Arts and Culture, provincial departments responsible for heritage resources,

provincial heritage resources authorities, other departments and institutions, the media, and international bodies and organizations in the heritage sector. In conducting any negotiations, the CEO will always act in the interest of the Agency.

2.1.8. Initiating, managing and overseeing annual and other planning activities.

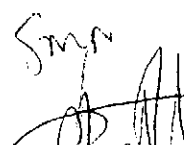
2.1.9. Overseeing the provincial Executive Officers or managers and the managers of provincial offices.

2.1.10. Overseeing provincial competency and evaluation processes.

2.1.11. Representing the Agency on the activities and matters of World Heritage.

2.1.12. In collaboration with Council raise funds for the activities of SAHRA

2.1.13. Conducting or managing research in specialist areas related to the activities of the Agency. Such research output may be published in leading heritage journals.

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2.1.14. Undertaking contract work for other relevant agencies on behalf of Agency.

2.1.15. Representing the Agency and its Council on social and other relevant occasions; and

3. SUPERVISORY DUTIES

3.1. The overall supervision of the operations of the Agency will be the sole responsibility of the CEO.

3.2. Ensure that each immediate subordinate has approved job descriptions from their date of employment; In this regard, the CEO will;

3.2.1. Draft the job description of the Agency staff;

3.2.2. Oversee and supervise annual performance agreements of the Agency staff;

3.2.3. Negotiate and implement the approved evaluation system for all immediate staff members;

3.2.4. Ensure effective communication with immediate staff;

3.2.5. Deal with work place related inquiries from immediate subordinates relating to amongst other things labor relations issues and conditions of service;

3.2.6. Subject to the policies and procedures of SAHRA, consider and where appropriate approve applications for leave, claims for subsistence and travel and other areas for which the CEO's approval is needed;

3.2.7. Make recommendations and implement the skills development needs of Agency staff;

3.2.8. Implement the disciplinary procedures of SAHRA as and when necessary;

4. GENERAL DUTIES

4.1. It will be the duty of the CEO to ensure any policy formulation and development exercises of the Agency;

4.2. To approve all formal work procedures;

4.3. To participate in the skills development programme of the Agency, and, as required, as both a trainer and trainee;

4.4. To foster a good corporate culture in the Agency;

4.5. To sign an annual performance agreement that makes a firm commitment to goals, tasks and projects for the year.

5. REPORTING RESPONSIBILITIES

5.1. The CEO will report to the Council through the Chairperson of that Council on a regular basis alternatively on terms that are negotiated and agreed to between the CEO and the Council taking into account the requirements of the NHR Act of 1999;

6. REMUNERATION

6.1. the last salary offered will remain as offered and accepted for the duration of not exceeding five months and is subject to condition 6.2 below;

6.2. The Agency must review its offer of the salary five months after the commencement of this contract, and thereafter at the end of each financial year with a view to increasing it accordingly;

7. MEDICAL AID AND PROVIDENT FUND

- 7.1 The CEO reserves the right to belong to a medical aid of his choice and SAHRA undertakes to meet its financial commitments as contributions to the medical aid.
- 7.2 The CEO must pay his pension contributions as determined by SAHRA to the established provident fund.

8. DURATION OF THE CONTRACT

- 8.1. The duration of the contract will be five years beginning the date of the commencement of the contract.
- 8.2. This contract will be renewed after five years but on renewal will not be subject to a period shorter than five years.
- 8.1 . If the period of renewal of the contract falls after the term of the said council has elapsed, at least the two re-appointed members from the previous Council who are required by law to become members of the new council may form part of the new committee tasked with the renewal of the Chief Executive Officer's contract.
- 8.2 The Council must inform the incumbent in 2.5 years of its decision should the Council considers not to renew the contract at the expiry date. This clause is applicable as of 01 October 2004.

9 TERMINATION OF THE CONTRACT

- 9.1 In the event of any disputes and/or disagreements over the vision and strategy of the organization, or any other reason related to the functions of the CEO, each party reserves the right to terminate the contract. On terminating the contract, SAHRA is liable to pay the CEO the amount equivalent to that which he would have been entitled to had the contract not terminated including compensation equivalent to the package offered to the CEO other than the salary.
- 9.2 In addition to the provisions of paragraph 9.1 SAHRA will be liable for the payment of compensation to which the CEO will be entitled to had there been a renewal of the contract of employment.
- 9.3 Payments in terms of the above provisions will constitute the full and final settlement. However, in the event that there is a dispute about the settlement offer, parties agree that SAHRA will settle the amounts that are not in dispute and refer the others to an independent arbitrator who will be appointed by the Council who will decide on the final settlement offer.

10 AGREED KEY PERFORMANCE INDICATORS, OBJECTIVES AND OUTPUTS BY THE CEO

10.1. It is agreed that the CEO will achieve the specific outputs against the target dates and performance indicators listed on the performance contract as determined on an annual basis for the period: 01 October 2004 to 31 October 2009.

10.2. The new set of the specific outputs and performance indicators will be determined at the renewal of the employment contract.

11 PERFORMANCE ASSESSMENT

11.1 At its first meeting each year, the Council will appoint a Review Committee consisting of the Chairperson and two Council members to evaluate the performance of the CEO during the previous year against the indicators agreed on as contained in the performance agreement.

11.2 The Committee will set a date for the Review in consultation with the CEO.

11.3 Using the objectives, outputs and performance indicators, the CEO will tender his comments on his achievements during the year, and thereafter the members of the Review Committee may comment and ask questions. Questions, answers and discussions must be documented.

- 11.4 In addition to the specific performance indicators, the Review will include an assessment of the general performance of the CEO in terms of personal growth and development, the growth and development of SAHRA staff as a whole, and the standing of SAHRA in the broader context of the heritage sector in South Africa and abroad.
- 11.5 The strengths and weaknesses of the CEO's performance during the year must be identified so that actions can be recommended to correct weaknesses.
- 11.6 Performance ratings, using a scale of 1-6, will be completed for each objective or output by each member of the Review Committee and will be recorded on a standard performance agreement form.
- 11.7 The CEO will be informed of the combined ratings and will be given the opportunity to respond.
- 11.8 Signatories to the performance review document are the CEO and the Chairperson of the SAHRA Council.

12 DISPUTE RESOLUTION

In the event of a grievance or dispute between the parties concerning any obligation or actions outlined in this Agreement, the following dispute resolution process will be applicable.

- 12.1 Either the CEO or the Council Chairperson may give notice of a grievance or dispute within seven days (five working days) of the signing of the performance evaluation form by both parties.
- 12.2 The notice of dispute must clearly set out the reasons for the grievance or dispute, the steps already taken to resolve the dispute (including the lodging of a grievance) and the desired outcome.
- 12.3 The parties must first pursue an informal discussion within a period of 7 days of receipt of the notice of dispute.
- 12.4 If the grievance or dispute remains unresolved, the parties shall agree to appoint an arbitrator by mutual agreement, failing which the Chairman of the Bar Council of South Africa will appoint an arbitrator.
- 12.5 The procedure for arbitration will follow that outlined in the standard SAHRA performance agreement contract for staff members (paragraph 7.3(d)).

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13 ANNUAL INCREMENT

13.1. Based on the performance assessment, a salary increment may be awarded by mutual agreement and at times taking into account the directive issued by the Minister of Public Services and Administration.

13.2 Clause 13.1 excludes a year to year salary increases which will be regarded as given for the duration of this contract.

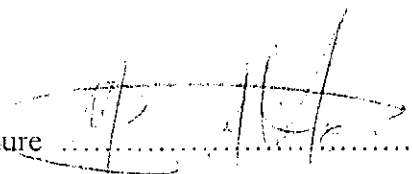
14 GRATUITY

14.1 At the termination of this contract the CEO will be entitled to a 35% gratuity which will be paid at the first termination of the original contract.
The payment will be made within 25 days of the termination date.

14.2 Any additional amounts will be regarded as bonuses.

SIGNATURES OF THE PARTIES TO THIS AGREEMENT:

Name of CEO Philip Kamau M. Buthe/ce

Signature 

Date 25/11/14

AND

Name of Chairperson of Council *L. J. Nelson*

Signature *L. J. Nelson*

Date *25 / 10 / 2004*