

THE SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

(Hereinafter referred to as "the SALGBC or the Council")

COLLECTIVE AGREEMENT ON CONDITIONS OF SERVICE FOR THE LIMPOPO DIVISION OF THE SALGBC

In accordance with the provisions of the Labour Relations Act 66 of 1995
and the South African Local Government Bargaining Council (SALGBC)

Main Collective Agreement, a Collective Agreement on Conditions of
Service for the Limpopo Division of the SALGBC is made and entered into
by and between the: -

SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION

(Hereinafter referred to as "SALGA" The Employers' Organisation)

And

INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION

(Hereinafter referred to as "IMATU")

And

SOUTH AFRICAN MUNICIPAL WORKERS' UNION

(Hereinafter referred to as "SAMWU")

(IMATU and SAMWU will together be referred to as the "Trade Unions")

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1. SCOPE OF AGREEMENT

The terms of this Collective Agreement shall be observed in the Local Government undertaking in the Limpopo Province of the Republic of South Africa by all Employers and by all Employees who fall within the registered scope of the Limpopo Division of the SALGBC including all Employees and Employers in Municipal Entities.

2. EXCLUSIONS FROM THIS AGREEMENT

The Municipal Managers and Managers Directly Accountable to Municipal Managers as contemplated in terms of Section 54A and 56 of the Local Government: Municipal Systems Act 32 of 2000 and persons participating in the Expanded Public Works Programme (EPWP), casuals and part-time employees or any such similar scheme are excluded from this Collective Agreement. Chief Executive Officers and Senior Managers reporting directly to the Chief Executive officers of municipal entities are excluded from this collective agreement.

3. PERIOD OF OPERATION

3.1 Notwithstanding the date of signature hereof, this Collective Agreement shall come into operation in respect of the Parties to the Agreement, on **1 September 2023** and shall remain in force until **31 August 2028**. Thereafter, the Collective Agreement shall continue until a new collective agreement or extension comes into effect.

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- 3.2 This Collective Agreement shall come into operation in respect of non-parties (which includes, but is not limited to all Employees and Employers in municipal entities as defined in the Local Government: Municipal Systems Act 32 of 2000), on a date to be determined by the Minister of Employment and Labour and shall remain in force until **31 August 2028**; and after **31 August 2028** or such further period as determined by the Minister of Employment and Labour as requested by the parties.

4. AMENDMENT TO THIS AGREEMENT

- 4.1 Any party to this Collective Agreement seeking an amendment to this Collective Agreement must submit the proposed amendment, in writing, to the Regional Secretary of the Council.
- 4.2 The Division's Regional Secretary shall table the proposed amendment to the Executive Committee of the Limpopo Division which shall decide the appropriate forum for the proposal amendment to be negotiated.

5. OBJECTIVES

- 5.1 To establish common and uniform conditions of service for employees within the registered scope of the Council, and restricted to the Limpopo Division of the SALGBC, and to replace all existing conditions of service referred to herein that are less favourable to agreed minimum conditions set and to retain all conditions that are above the minimum set conditions. In the instance where an employee receives a better condition the "contractual-to-holder" principle will apply.
- 5.2 The parties have reached agreement on a number of matters delegated to them in terms of Part C of the SALGBC Main Collective Agreement and parties wish to record the terms and conditions of the agreement as follows.

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6. DEFINITIONS

In this Collective Agreement, unless the context otherwise indicates -

- 6.1 All expressions used in this Agreement which are defined in the Labour Relations Act 66 of 1995, Basic Conditions of Employment Act 75 of 1997 and Employment Equity Act 55 of 1998 and the regulations promulgated thereunder these legislations shall bear the same meaning as in the said legislations and, unless contrary intention appears.
- 6.2 Words importing the masculine gender shall include the feminine, and *vice versa*.
- 6.3 Unless the contrary intention is stated, or it is obvious from the context, words or expressions defined in the applicable legislations that are used in this Collective Agreement will have the same meaning as in the applicable legislations.

<i>"Acts/ Applicable Legislation"</i>	Means the Labour Relations Act 66 of 1995, as amended. Means the Labour Relations Act, 1995 (Act 66 of 1995), as amended, The Basic Conditions of Employment Act, 1997 (Act 75 of 1997), as amended, Means the Employment Equity Act, 1998 (Act 55 of 1998), as amended.
<i>"Acting"</i>	Means temporary appointment of a municipal employee on the next line of reporting to a vacant funded position for a period provided for in the applicable clause on the Collective Agreement.

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"Acting Allowance"	Means the monetary payment to an employee for carrying out the duties of a higher graded post on a temporary basis and in terms of the relevant policy or clause in this Collective Agreement.
"Annual leave cycle"	Means the period of twelve (12) months employment with the same Employer immediately following an employee's commencement of employment or following the completion of that employee's existing leave cycle.
"Basic Conditions of Employment Act" (BCEA)	Means the Basic Conditions of Employment Act 75 of 1997.
"Basic Salary"	Means an employee's usual monetary compensation for services rendered to the Municipality, whether in terms of the appropriate notch on his / her salary scale or a fixed amount of money before deductions, but excludes any allowance, bonus, housing benefit, payment for overtime or monetary fringe benefits.
"Continuous Service"	Means a period of service with the Municipality which is not interrupted for longer than thirty (30) days.
"Contract Employee"	Means an employee appointed to a post on the staff establishment of a municipality, whether for a fixed period, to perform a specific task or on an adhoc basis.
"Contractual to holder"	With regard to: - a) Salary / salary scale: - Means that the employee retains the salary / salary scale pertaining to the post before its downgrading / abolition and retains all adjustment and re-gradings so that the incumbent will never be in a less favourable position <i>vis-à-vis</i> other posts which were previously evaluated on a par with the post, in other words as if the post was never downgraded.

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	b) Other benefits: - Means that the employee retains all better benefits that he is entitled to in terms of the contract of employment, including benefits outlined in clause 22 of the Collective Agreement of 2017 to 2022 to the extent that it is applicable until his services are discontinued with the Employer or until such other time, depending on the conditions of his appointment or on the stipulations of the Contractual Agreement.
<i>"Council"</i>	The Limpopo Division of the South African Local Government Bargaining Council.
<i>"Division"</i>	South African Local Government Bargaining Council (Limpopo Division).
<i>"Divisional Executive Committee"</i>	Means the Executive Committee of the Limpopo Division of the SALGBC.
<i>"Emergency work"</i>	Means an unexpected emergency owing to circumstances for which an employer would not normally have made provision for and which should be done immediately.
<i>"Employee"</i>	An employee is anyone, other than an independent contractor, who works for another person or who assists in conducting the business of an employer.
<i>"Employer or Employers"</i>	Refers to Municipalities and Municipal Entities within the registered scope of the Limpopo Division of the SALGBC.
<i>"Exemption Appeal"</i>	Means an exemption from an applicant for exemption from any provisions of this Collective Agreement;
<i>"IMATU"</i>	Independent Municipal and Allied Trade Union
<i>"Long Service Bonus"</i>	Means remuneration and / or leave in respect of years of service.



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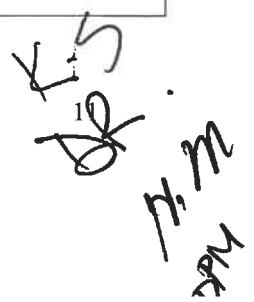
<i>"Medical Certificate"</i>	Means a certificate issued by a registered Health Practitioner or Traditional Healer registered in terms of the applicable legislation;
<i>"Health Practitioner"</i>	Means all Health Practitioners/Professionals defined and registered by the Health Professions Act 56 of 1974.
<i>"Traditional Health Practitioner"</i>	Means a person registered as such under the Traditional Health Practitioners Act 22 of 2007 in one or more of the categories of traditional health practitioners as assigned to it in terms of Chapter 1 of this Act.
<i>"Municipal Systems Act"</i>	Means the Local Government: Municipal Systems Act 32 of 2000 as amended;
<i>"Municipality"</i>	Means a local or district municipality in terms of the Local Government: Municipal Structures Act 117 of 1998, as amended;
<i>"Night Work"</i>	Means work performed between 18h00 and 06h00 the next day.
<i>"Overtime"</i>	Means the time that an employee works during the day or a week in excess of ordinary hours of work;
<i>"Parties"</i>	Means SALGA, IMATU and SAMWU (Limpopo), in this context;
<i>"Permanent employee"</i>	Means an employee appointed to an approved post on the staff establishment of a Municipality on an open-ended contract;
<i>"Personal to holder"</i>	With regard to: - a) Salary / Salary Scale: - Means that the employee retains the salary scale and may not receive a lesser adjustment during regrading, as determined by the Bargaining Council, as opposed to other employees until the salary scale equals the Bargaining Council salary scale where after the salary / salary scale will no longer be regarded.

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	b) Other benefits: - Means that the employee retains other benefits personal to holder until the post concerned is vacated;
<i>"Post"</i>	Means an approved position on a Municipality's organisational structure to which specific duties are defined and for which financial provision exists;
<i>"Public holiday"</i>	Means a Public Holiday as stipulated in the Public Holidays Act 36 of 1994 (as amended);
<i>"Regional Secretary"</i>	Means the Regional Secretary of the Limpopo Division of the SALGBC;
<i>"Remuneration"</i>	Means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for any other person, including the State, and "remunerate" has a corresponding meaning.
<i>"Salary [and wage] Increase"</i>	Means the increase by which an employee's salary is increased in accordance with his/her applicable salary scale as agreed upon in the SALGBC nationally;
<i>"SALGA"</i>	Means the South African Local Government Association.
<i>"SALGBC"</i>	Means the South African Local Government Bargaining Council;
<i>"SAMWU"</i>	Means the South African Municipal Workers' Union;
<i>"Senior Manager"</i>	Means a Municipal Manager and includes Managers Directly Accountable to a Municipal Manager appointed in terms of Section 54A, 56 and Section 57 of the Local Government: Municipal Systems Act 32 of 2000;
<i>"Shift Allowance"</i>	Means a non-pensionable allowance, which shall be paid to employees who work in excess of forty (40) hours per week;
<i>"Special Leave"</i>	Means leave in addition to normal leave;

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<i>“Standby duty”</i>	Means a period determined by the municipality during which an employee shall be available for emergency and or overtime work outside his normal working hours.
<i>“Study Course”</i>	Studies funded through municipality’s financial assistance or through bursary application or employee’s own funds;
<i>SALGBC Main Collective Agreement</i>	Means the Main Collective Agreement concluded in terms of the Labour Relations Act 66 of 1995 as amended.
<i>“Temporary Employee”</i>	An employee appointed for a specific period or to complete a specified task in terms of his contract of employment and which includes a casual employee;
<i>“Trade Union”</i>	Means either IMATU or SAMWU.
<i>“Training Course”</i>	A course as set out in the Workplace Skills Plan of the Municipality.
<i>“Week”</i>	A period of seven (7) days within which the working week of the employee ordinarily falls.
<i>“Weekend”</i>	Means Saturday and Sunday in this context;
<i>“Working Day”</i>	Means any day which an employee is normally required to work according to the service requirement applicable to the employee’s post and as agreed to in the SALGBC;
<i>“Workplace”</i>	Means the place or places where the employees of an employer work. If an employer carries on or conducts two or more operations that are independent of one another by reason of their size, function or organisation, the place or places where employees work in connection with each independent operation, or a residential area under state of disaster, where the Employees of an Employer works; constitutes the workplace for that operation.
<i>“Year”</i>	Means the period 1 January to 31 December unless indicated otherwise by the context.



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7. HOURS OF WORK FOR SAFETY, SECURITY AND EMERGENCY EMPLOYEES

7.1 All employees performing functions for safety and security as well as emergency services shall work not more than a forty (40) hour working week.

8. OVERTIME

8.1 The provisions governing overtime, as regulated by the Basic Conditions of Employment Act 75 of 1997, will apply.

9. SHIFT ALLOWANCE

9.1 Payment of a shift allowance:

- a. A shift allowance will be paid to employees who work both (a) shifts and (b) a six-day work week. (A shift allowance is not applicable to employees who work only a five-day work week.)
- b. A shift allowance is also payable to continuous process work where operations are running on a 24 hours 7 days a week system.

9.2 The allowance is equal to 10% of the employees' monthly basic salary.

9.4 Employees who exercise a choice to receive shift allowance are not entitled to night work allowance.

10. NIGHT-WORK ALLOWANCE

10.1 Night work shall be regulated in terms of Section 17 of the Basic Conditions of Employment Act, No 75 of 1997, and will apply *mutatis mutandis*, for work performed between 18h00 and 06h00 the next day.

- 10.2 A night work allowance of R15 per hour will be paid for night work performed. This amount will be increased annually by the amount agreed to at National Level in respect of salary/wage increases.
- 10.3 Employees who are currently receiving payments for traffic/shift/security allowance will receive these allowances on a contractual-to-holder basis.
- 10.4 Employees who exercise a choice to receive night work allowance are not entitled to shift allowance.
- 10.5 An employee shall perform night work if required to do so by the employer, for which the employee shall be remunerated as provided for in section 17(2)(a) of the BCEA; and on condition that provisions of section 17(2)(b) of the BCEA are complied with.
- 10.6 The employee shall only perform night work in terms of Clause 10.5, if the performance thereof has been approved by the Municipal Manager or his delegate.
- 10.7 The Employer may only require the employee to perform night work if transportation is available, and available means of communication at the commencement and conclusion of the shift.

11. ACTING ALLOWANCE

- 11.1 When an employee is appointed to act in a senior position, acting allowance shall be paid as follows:
- 11.1.1 An employee must have acted for a period of not less than ten (10) consecutive working days.

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11.2.2 An acting allowance shall be at an annual rate equal to the difference between an employee's salary and the commencing notch of the salary scale of the post in which he acts, shall be paid to such employee in addition to his salary in respect of the period in which he acts.

11.1.3 Acting allowance will be paid at least on the starting or minimum notch of the post in which the employee is acting. In the case where the starting or minimum notch of the post in which the employee is acting, is equal or less than the current notch of the employee, then the employee will receive an acting allowance on the next higher notch of the post in which the employee is acting.

11.1.4 In an event wherein an employee's salary is equal to or higher than the commencing notch of the salary scale of the post in which he is due to assume an acting position, an acting allowance fixed at 1.5% of the employee's monthly basic salary shall be paid calculated in respect of the period he acted.

11.1.5 In an event an employee is required to act in a Senior Management position, an acting allowance will be calculated as follows: -
Total remuneration package of Senior Manager x 60% Minus Basic Salary of the acting incumbent.

11.2 Any interruption of less than three (3) working days in total shall be deemed to form part of the acting period if occasioned by any of the following circumstances:

- (i) Illness supported by a medical certificate.
- (ii) Family bereavement.
- (iii) Attendance at Court as a witness, if subpoenaed,

shall be regarded as continuous period of acting provided that no acting allowance will be paid for the period of absence.

11.3 An employee holding a travel allowance bearing post, acting in a higher post, shall also be entitled to running costs for additional travelling involved in the higher post.

11.4 An employee holding a non-travel allowance bearing post, acting in a transport allowance bearing post shall be entitled to the travel allowance payable to such post subject to the Municipal travel Allowance Policy.

12. STAND-BY ALLOWANCE

Standby duty allowance is a compensatory allowance which is paid to an employee when he/she is instructed to keep himself/herself readily available to work after normal working hours for standby duty.

12.1 The following formula will be used for the calculations of standby allowance:

Standby to be paid amounts to R 1171.27 per full week of standby duties
or

Monday to Friday	:	R 137.42 per day
Saturday	:	R 207.14 per day
Sunday and Public Holidays	:	R 281.04 per day

12.2 Standby allowance will be increased annually by the amount agreed to at the National Level in respect of salary and wage increases.

12.3 If the employer requires an employee to be on standby, then the means of communication will be provided by the employer within the available means possible.

12.4 The normal overtime tariffs are paid to standby duty employees for services rendered outside normal working hours.

- 12.5 In terms of the municipal transport allowance scheme, normal tariffs shall be paid to employees for actual kilometres to and from home travelling for standby/overtime duty.
- 12.6 An employee is entitled to a standby allowance when he / she is requested in a written instruction by the Municipal Manager or his / her delegate to be available for the active service outside normal working hours.
- 12.7 An Employee shall not be on standby for more than two weeks per month, unless operational requirements dictate otherwise.

13. EMERGENCY WORK

- 13.1 In case of emergencies, the employer may require an employee to perform emergency work outside his/her normal working hours.
- 13.2 An employee performing such emergency work shall be remunerated as follows:
- | | |
|-----------------------------------|--------------------------------|
| 13.2.1 Monday – Saturday: | 1.5 times normal rate of pay. |
| 13.2.2 Sunday and Public Holiday: | Double the normal rate of pay. |
- 13.3 Emergency work shall be regarded as overtime and shall not require prior consent. In the case of emergencies owing to circumstances for which an Employer could not normally have made provision, an Employer may require an Employee to perform emergency work outside his normal working hours and remuneration for such overtime worked shall be paid to the employee in terms of the applicable provisions of the Basic Conditions of Employment Act 75 of 1997.
- 13.4 The overtime limitations as set by the Basic Conditions of Employment Act 75 of 1997, shall not apply to emergency work.

14. ADDITIONAL PAID SICK LEAVE

- 14.1 An employee is entitled to a further eighty (80) working days on half pay per sick leave cycle of thirty-six (36) months commencing on appointment date.
- 14.2 If during the cycle not more than twenty (20) working days sick leave are granted to an employee, there shall be at the end of a cycle be added $33\frac{1}{3}$ percent of the sick leave up to a maximum of thirty (30) working days on full pay and thirty (30) working days on half pay to the sick leave to which the employee is entitled during the ensuing cycle: Provided that in respect of any sick leave cycle no employee shall become entitled to more than hundred and six (106) working days sick leave on full pay and hundred and six (106) working days on half pay.
- 14.3 If the maximum period of sick leave to which an employee is entitled has been granted to him, and owing to reasons of health, he is not able to resume duty, the Employer may: -
- a) On submission of a satisfactory certificate from a registered medical practitioner or a Traditional Healer registered with a recognised professional Council in terms of Legislations; and
 - b) If it is satisfied that the employee is at that moment not permanently incapacitated to resume his / her normal duties; and
 - c) If the employee has no vacation leave to his credit, grant to such employee further sick leave on half pay for not more than sixty-six (66) working days in any cycle. Such grant may be in respect of separate periods of absence and in respect of indispositions of different kinds.

- 14.4 On written application by an employee, who has exhausted his full paid sick leave, vacation leave which he has to his credit may be granted to him instead of sick leave on half pay or no pay. If vacation leave is converted to sick leave, it can be utilised to supplement half paid sick leave.
- 14.5 If an employee to whom vacation leave has been granted is certified hospital or bed bound by a registered medical practitioner or a traditional healer registered with a recognized professional council in terms of legislation due to illness after his or her vacation leave has commenced, that part of his or her vacation leave during which he or she was thus certified hospital or bed bound shall be converted into sick leave on submission of the prescribed certificate by such registered medical practitioner or traditional healer registered with a recognised professional council in terms of legislation.
- 14.6 If, due to illness, an employee is unable to take annual leave already deducted, he shall be credited with an equal number of annual leave days.
- 14.7 An employee may not during any period of sick leave approved in terms of these conditions, resume service without the approval of a registered Medical Practitioner.
- 14.8 An employee who is absent from service because of illness must take all reasonable steps to notify his immediate Supervisor or his assignee as soon as possible.

15. GRANTING SICK LEAVE

- 15.1 Sick leave shall be granted only in connection with an employee's absence from duty owing to illness, indisposition, or injury.

- 15.2 In the case of nervous disorders, insomnia, debility or similar less well-defined illnesses or indispositions, sick leave shall be granted only if the Medical Practitioner is satisfied that the employee's state of health: -
- a) Renders him unfit for work.
 - b) Does not arise from his failure to make use of vacation leave.
- 15.3 An employer may at any time require an employee to submit himself/herself to an examination by a registered medical practitioner with councils created by legislation or dentist appointed by the employer and the cost of such examination shall be borne by the employer.
- 15.4 If an employee is absent from duty owing to illness for a continuous period of two working days, sick leave maybe granted to him/her if he/she submits a certificate of indisposition issued by a registered medical practitioner or dentist or a traditional healer registered with a professional council in terms of legislation in the required format.
- 15.5 An employer may require a certificate referred in clause 16.4 above to be submitted after any day's absence, subject to the provision of the BCEA.
- 15.6 Sick leave on full pay and/or half-pay in respect of which the aforementioned certificate has not been submitted, may be granted for a maximum of twelve (12) working days during any calendar year of service and in respect of any further absence, vacation leave and/or leave without pay shall be granted.
- 15.7 An employer may, on the recommendation of a registered medical practitioner or a traditional healer registered with a recognised professional council in terms of legislation, compel an employee who, in the employer's opinion, is so indisposed that he/she cannot perform his/her duties properly, to take sick leave.

16. SPECIAL SICK LEAVE FOR INJURY ON DUTY CASES AND OCCUPATIONAL DISEASES

- 16.1 An employee who is absent from duty due to an injury arising out of his / her duties and occurring in the course thereof or owing to an illness contracted in the course of and as a result of his / her duties, shall be considered to be on duty on full pay for the period during which he is unfit to perform his duties.
- 16.2 If the case falls within the ambit of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), the amount payable to him/her in terms of an act by means of periodic payments of his/her monthly earnings shall be paid over to the municipality, provided that the employer has already advanced amount to the employee.
- 16.3 Special sick leave may only be granted, if the employer was notified of an accident or disease as required in terms of Sections 38 and 68 of Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), and that a satisfactory medical certificate from a registered medical practitioner is submitted to the employer.
- 16.4 "Remuneration" as applicable in this paragraph (clause 16 of this agreement) includes all forms of remuneration as envisaged in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993) and subject to all provisions of the Act.
- 16.5 Special sick leave may only be granted if the injury on duty has been approved by the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993).

16.6 If the period of special sick leave in terms of Clause 17.1 exceeds three hundred and sixty-five (365) calendar days, the Employer may take any decision it deems appropriate in line with ill health and/or incapacity of the Labour Relations Act.

17. SICK LEAVE WITHOUT PAY

An employee to whom the maximum period of full and half pay sick leave has been granted, maybe granted sick leave without pay for not more than two hundred and fifty (250) working days in any cycle if the employer is satisfied that such an employee is not permanently incapacitated to resume his/her duties: Provided where sick leave without pay exceeds eighty (80) consecutive days, the employee must be examined by a registered medical practitioner appointed by the employer. The cost of such examination shall be borne by the employer.

18. SPECIAL LEAVE FOR AD HOC INSTANCES

Special leave with full pay may be granted to an employee when the employee:

- 18.1 After Council has given permission, the employee may become a member of the reserve police or military, performs police duties or military duties in terms the applicable South African Police Act 68, 1995 and the Defence Act No 44 of 2002.
- 18.2 Partake in a bona fide sport activity at provincial and higher level in which case the special leave with full pay will not exceed three (3) working days per event and these three (3) days may include travelling time.
- 18.3 Special leave on a full pay will be granted to an employee who has been arrested or has to appear in court on a criminal charge and is later acquitted or has the charges withdrawn.

18.4 Gives evidence in a court case after a subpoena and /or summons has been served on him/her.

19. LEAVE WITHOUT PAY

19.1 Leave without pay as approved by the Municipal Manager or his delegate, which approval shall not be unreasonably withheld, shall be subject to the following conditions:

19.1.1 Leave without pay shall be granted when all available vacation and / or sick leave has been exhausted. Leave without pay shall also be granted if an employee took leave without his/her Manager's approval even if the employee has accumulated leave days available.

19.1.2 For the period of leave without pay the Employer shall continue to make Employer's contributions only to the employee's Group Life Insurance Scheme, Pension and Medical Aid Fund, provided that the employee shall remain liable for his own contributions to the said funds, as well as any payment in terms of a Collective Agreement.

20. SPECIAL LEAVE

20.1 Study Leave

20.1.1 Study leave shall be granted in accordance with this Collective Agreement.

20.1.2 Study leave shall be granted on the basis of one day paid study leave for each day that an employee writes an examination plus two (2) working days per paper for preparation for the examination.

20.1.3 The said leave for examination in terms of Clause 21.1.2 must be approved in advance by the Municipal Manager or his delegate as per the Delegation Policy.

20.1.4 Employees shall be required to submit proof in the form of the exam timetable for the student / employee requiring study leave (examination leave) as provided by the relevant educational institution before such leave can be granted.

20.2 Leave of absence for obligatory training course.

20.2.1 The fields of study must be relevant to the Local Government undertaking in accordance with the Municipality's Policy.

20.1.2 An employee attending a work-related training or training course shall be deemed to be on duty.

20.3 Additional leave for Post Graduate Studies

20.3.1 Special leave for a dissertation or thesis will be granted with full pay to a maximum of five (5) working days leave per qualification or for research.

20.4 Attending of classes during office hours

20.4.1 An employee who study part-time or by means of correspondence in a field applicable to the Employer and who, as the result of his/her studies, is required to be absent from his/her place of work, will be granted vacation leave and special leave on a 50:50 basis for the time he/she is released from duty, subject to the exigencies of the service.

20.4.2 If he/she does not have leave to his/her credit, unpaid vacation will be granted.

20.5 To attend a court or tribunals

20.5.1 On receipt of a written subpoena, notice of set down or any similar notice, an employee who is subpoenaed / called to attend a Court of Law or a tribunal or any other similar forum as a witness shall be granted paid special leave for that day.

20.5.2 In executing the provisions of paragraph 21.5.1 above subpoenaed employees shall inform their line supervisor a day before to leave their workstations.

20.5.3 Any employee who is arrested and appears in court as a result of charges laid by his Employer and who is later acquitted shall be granted paid leave for the period of incarceration.

20.5.4 An employee who is incarcerated but not convicted for a period of twelve (12) months shall be granted unpaid leave in his / her position for the said period.

20.6 Sport, arts and culture events

20.6.1 An employee who is selected by recognised amateur or professional sports, art and culture association, which association may qualify for special leave provided that such association be recognized by the relevant organised bodies for Sport, Art and Culture.

20.7 Quarantine and isolation under medical instructions

20.7.1 Where a registered Medical Practitioner has placed an employee under quarantine / in isolation exposure to a communicable disease, in terms of the Public Health Act, 1977 (Act 63 of 1977) Disaster Management Act, Act 53 of 2005 or any Regulations in force there under, such an employee shall be granted paid special leave, provided that the medical certificate has been submitted.

20.8 Application for Special Leave

20.8.1 Operational requirements must be taken into consideration.

20.8.2 Supporting documents must be provided with the application.

20.8.3 Application for special leave, must be approved by the Municipal Manager or his delegate and shall be considered in a *bona fide* manner, and shall not be unreasonably refused.

20.9 Adoption and Surrogacy Leave

20.9.1 When a child from zero (0) to four (4) years is adopted, adoption leave will be granted to an adopting employee. An employee is entitled to receive three (3) months paid adoption leave after the legal adoption procedure.

20.9.2 When a child older than four (4) years is adopted, adoption leave will be granted to an adopting employee. An employee is entitled to receive three (3) weeks paid adoption leave after the legal adoption procedure.

20.9.3 In a case of surrogacy a partner that, as per the Surrogacy Agreement, has been assigned to perform the role of the birthmother (receiving parent) shall be entitled to paid maternity leave of three (3) months.

20.9.4 In events referred in 20.9.1, 20.9.2 and 20.9.3 above the child's birth certificate and adoption order or Surrogacy Agreement must be submitted to the Employer.

21. LONG SERVICE RECOGNITION

21.1 An employee who was appointed after 1st of July 1986 shall qualify for the following additional leave as recognition for long service at the same employer, which shall be only on the date on which the various periods of continues service have been appointed.

<i>5 years' service</i>	:	<i>5 working days</i>
<i>10 years' service</i>	:	<i>15 working days</i>
<i>15 years' service</i>	:	<i>25 working days</i>
<i>20 years' service</i>	:	<i>35 working days</i>
<i>25 years' service</i>	:	<i>35 working days</i>
<i>30 years' service</i>	:	<i>35 working days</i>
<i>35 years' service</i>	:	<i>35 working days</i>
<i>40 years' service</i>	:	<i>35 working days</i>
<i>45 years' service</i>	:	<i>35 working days</i>

21.2 An employee who was appointed before 1st of July 1986 shall qualify for long service recognition on an individual "contractor to holder" principle on the 5% bonus scheme as was applicable up to 1st July 1986.

21.3 The long service recognition leave may be wholly or partially converted to payment on the date on which the employee qualifies for it or at any stage thereafter subject to budget provisions.

21.4 When an employee terminates services, long service recognition leave balance does not form part of the overhead maximum of forty-eight (48) days leave that may be paid out as per the Main Agreement.

- 21.5 Long service may further be acknowledged by a symbolic occasion and certificate.
- 21.6 Employees whose benefits in terms of the existing long service recognition schemes are more favourable than those provided in this Agreement shall retain those favourable benefits for the duration of their employment.
- 21.7 The initial date of permanent appointment of an employee shall be maintained for the purposes of determining the actual service period of the employee and for the calculation of the long service bonus.
- 21.8 Long Service recognition re will be pro-rated for employees on termination of service.

22. ANNUAL BONUS

- 22.1 An employee shall qualify for a non-pensionable annual bonus equal to one (1) month's salary.
- 22.2 This bonus is payable once in a financial year and will be pro-rated for employees commencing employment during the year and have not completed a full year of service.
- 22.3 A pro rata payment of an annual bonus in respect of an uncompleted year of service shall be made on termination of service.
- 22.4 On termination of service, an employee shall be paid his leave entitlement, including the leave mentioned in terms of Clause 22.1 above, calculated in terms of the relevant provisions of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).

23. LEGAL INDEMNIFICATION

23.1 Whenever a claim is made or legal proceedings are instituted against any employee of the Municipality arising out of any act or deed done or omission by an employee in the performance of his duties or the exercise of his powers, the Municipality shall:

23.1.1 In the case of a civil claim or civil proceedings, if the Municipality is of the opinion that the employee acted in good faith and without gross negligence, indemnify the employee in respect of such claim or proceedings and: -

- a) Provide for the legal representation of such employee at the cost of the Municipality or undertake to pay his taxed party-and-party costs, and
- b) Settle the claim and pay any amount due in terms of such settlement, or pay any award made by a court against him.

23.1.2 In the case of criminal proceedings, if it is of the opinion that the employee acted in good faith and without gross negligence, indemnify him in respect of his legal costs therein or provide for his legal representation at the cost of the Municipality, and

23.1.3 In the case of criminal proceedings, if it is of the opinion that it is in its interest to do so, indemnify the employee in respect of his legal costs therein or provide for his legal representation at the cost of the Municipality, provided that the Municipality may refuse to act in accordance with the afore-going provisions or may terminate any steps already taken by it and recover from the employee any costs incurred by it on his behalf if the employee:-

- a) Has made an admission or statement which the Municipality considers to be prejudicial to a successful defence;
- b) Has made any offer of payment or settlement, or;

- c) Declines to accept the services of a legal representative nominated by the Municipality, or;
- d) Fails or refuses to furnish information the Municipality may require or furnishes false or misleading information, or;
- e) Fails or refuses to co-operate with the Municipality or to render assistance required by the Municipality.

24. EXEMPTIONS

24.1 Any party or person bound by this Agreement shall be entitled to apply for exemption from this agreement either on a member's behalf or itself.

24.2 All applications for exemption from any provisions of this agreement shall be in writing and lodged with the Regional Secretary of the Limpopo Division of the SALGBC. Such application shall contain:

24.2.1 All material details of the Applicant.

24.2.2 The exact provision of this collective agreement from which the Applicant seeks exemption.

24.2.3 Detailed grounds on which such exemption is sought.

24.2.4 The application shall be forwarded / filed with the other parties which parties shall submit their comments within thirty (30) days of the said application.

24.3 The Executive Committee of the Limpopo Division of the SALGBC shall consider all applications from a party/non-party to this agreement which has been filed with the SALGBC within thirty (30) days (which shall include the members of such party), and may, and on giving its reasons therefore, grant/refuse exemption on any conditions and for any period it considers appropriate.

An exemption may be heard and granted/refused if a party fails to oppose or comment on an exemption application.

- 24.4 Any party aggrieved by a decision of the Executive Committee may lodge a dispute to the Arbitrator within thirty (30) days who shall consider the application and on giving its reasons, therefore, may grant/refuse an exemption on any conditions and for any period it considers appropriate. The decision of the Arbitrator shall be final.
- 24.5 The Limpopo Division of the SALGBC shall issue to every applicant and respondent granted/refused exemption in terms of this clause a certificate of exemption setting out:
- 24.5.1 The applicant's name.
 - 24.5.2 The provisions of the agreement from which exemption has been granted:
 - 24.5.3 The conditions relating to the exemption and,
 - 24.5.4 The period for which the exemption shall operate.
 - 24.5.5 The date of implementation.
- 24.6 The respondent shall give effect to the exemption application within 14 days after notification of the exemption granted.
- 24.7 The Limpopo Division of the SALGBC may withdraw a certificate of exemption granted to a party on good cause shown following the procedures in terms of paragraphs 16.2 to 16.4 above to this agreement by giving thirty (30) days' notice to the party concerned, or may in the case of a non-party, apply to the Independent Exemptions Body for the withdrawal of a certificate granted.
- 24.8 The Independent Exemption Body shall be constituted on an ad hoc basis and shall be appointed by the SALGBC from its panel of arbitrators set up in terms of its constitution.

25. DISPUTES REGARDING THE INTERPERTATION AND APPLICATION OF THIS AGREEMENT

25.1 Any person or party may refer a dispute about the interpretation or application of this collective agreement to the Executive Committee of the Limpopo Division of the SALGBC.

25.2 The Executive Committee shall investigate the dispute or cause the dispute to be investigated and attempt to resolve the dispute by issuing a directive, and in the event of the dispute not being resolved within fourteen (14) days:

25.2.1 Appoint a conciliator from the appropriate panel of conciliators within fourteen (14) days.

25.2.2 Refer the dispute to arbitration.

25.3 Once a conciliator is appointed, the Regional Secretary shall decide the date, time and venue of the conciliations meeting and shall serve notice of these particulars on the parties to the dispute.

25.4 If the dispute is referred to arbitration, the Regional Secretary shall appoint an arbitrator from the Divisional panel of arbitrators within fourteen (14) days doing so far as possible on a rotational basis.

25.5 The Regional Secretary, in consultation with the arbitrator, shall decide the date, time and venue of the arbitration hearing.

25.6 The arbitrator shall:

25.6.1 Endeavor to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated.

25.6.2 If the dispute remains unresolved, resolve the dispute through arbitration.

25.7 The arbitrator may make any appropriate arbitration award in terms of the Act that gives effect to the collective agreement.

26. ENFORCEMENT OF THIS COLLECTIVE AGREEMENT

26.1 Despite any other provision in the Act, the Limpopo Division of the SALGBC shall monitor and enforce compliance of this Collective Agreement in terms of Section 33A of the Act.

26.2 The Regional Secretary shall issue a compliance order which will stipulate the alleged breach and shall clearly indicate that such breach be rectified within ten (10) days of receipt of such compliance order.

26.3 The Limpopo Division of the SALGBC shall refer any unresolved dispute concerning compliance with any provision of this collective agreement within 14 days to arbitration by an arbitrator appointed by the SALGBC failing which a party may institute necessary legal steps as it deems appropriate to enforce the exemption granted.

26.4 If a party to an arbitration in terms of Section 33A(4)(a) of the LRA, and the party is not a party to the SALGBC, objects to the appointment of an arbitrator in terms of the section, the Commission, on request by the SALGBC, must appoint an arbitrator.

26.5 If an arbitrator is appointed in terms of Section 17.4, above –

27.5.1 The SALGBC remains liable for the payment of the arbitrator's fee and;

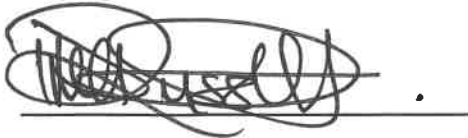
27.5.2 The arbitration is not conducted under the auspices of the Commission.

26.6 An arbitrator conducting an arbitration in terms of Section 33A of the Act has the powers of a commissioner in terms of Section 142 of the Act, read with the changes required by the context.

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- 26.7 Section 138 of the Act read with the changes required by the context, applies to any arbitration conducted in terms of Section 33A.
- 26.8 An arbitrator acting in terms of Section 33A may determine any dispute concerning the interpretation or application of a collective agreement.
- 26.9 An arbitrator conducting an arbitration in terms of Section 33A may make an appropriate award, including –
- 26.9.1 Ordering any person to pay any amount owing in terms of a collective agreement.
- 26.9.2 Imposing a fine for a failure to comply with a collective agreement.
- 26.9.3 Charging a party an arbitration fee.
- 26.9.4 Ordering a party to pay the cost of the arbitration.
- 26.9.5 Confirming varying or setting aside a compliance order issued by the General Secretary, Regional Secretary, or his appointed designated agent in accordance with subsection (2).
- 26.9.6 An award for costs against any party as the arbitrator deems appropriate.
- 27.10 Interest on any amount that a person is obliged to pay in terms of his collective agreement accrues from the date on which the amount was due and payable at the rate prescribed in terms of section (1) of the prescribed Rate of Interest Act, 1975 (Act 55 of 1975), unless the arbitration award provides otherwise.
- 27.11 An arbitration award is an arbitration conducted in terms of Section 33A, is final and binding and may be enforced in terms of Section 143 of the Act.

SIGNED AT Polokwane ON THE 21 DAY OF August 2023.



MEMBER OF THE COUNCIL

(REPRESENTING SALGA LIMPOPO)



MEMBER OF THE COUNCIL

(REPRESENTING IMATU)



MEMBER OF THE COUNCIL

(REPRESENTING SAMWU)



REGIONAL SECRETARY OF

THE COUNCIL (SALGBC)