

COLLECTIVE AGREEMENT

FUNERAL BENEFITS IN THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY.

Entered by and between

CITY OF TSHWANE METROPOLITAN MUNICIPALITY (COT)

herein referred to as "CoT" or Management

AND

INDEPENDENT MUNICIPAL AND ALIED TRADE UNION (IMATU)

AND

SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU)

As Parties to the SALGBC, Tshwane Division

TET MMB
HN ER NO SP
TA

WHEREAS these parties constitute the Tshwane Division of the South African Local Government Bargaining Council (SALGBC) and

WHEREAS parties to the South African Local Government Bargaining Council (IMATU/SAMWU) are mandated to conclude a Collective Agreement and to review the old policy or collective agreement seeking to align this collective agreement with institutional and legislative changes as amended.

WHEREAS parties to the South African Local Government Bargaining Council (SALGBC) have agreed to conclude a Collective Agreement to adapt and amend the regulations in response to the Covid 19 pandemic, in alignment with the National Disaster Management Regulations.

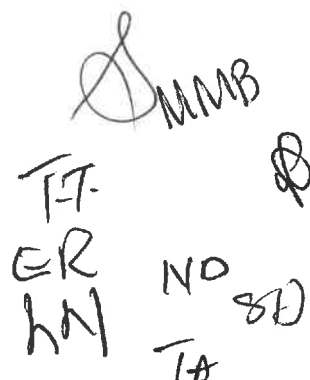
WHEREAS this Collective Agreement also seeks to align with the Compensation for occupational injuries and Diseases Act 130 of 1993, and to ensure that staff members who have passed away due to injury on duty be assisted in line with the guideline as set out in the COIDA Act and to ensure that all bereaved employees are treated equally.

WHEREAS this collective agreement also seeks to amend the number of members for Emergency Services Department and Tshwane Metropolitan Police Department (TMPD) who are to attend the funeral of a member who passed away on duty from 20 and to be increased to 50 to ensure full representation.

WHEREAS parties agreed that the operational delegation may consist of Management, the Supervisor, the Commander as well as the required officials as per the departmental standard operating procedure as the deceased member who died should be offered an official burial with full military honours as outlined in detail in this collective agreement.

WHEREAS the Employer agrees to provide Funeral Benefits to eligible employees in the event of the death of the employee as defined in this Collective Agreement.

WHEREAS employer have been mandated to negotiate/consult with organised labour (IMATU/SAMWU) at the LLF upon approval in terms of the MAYCO report dated 5 March 2025.

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As Parties to the SALGBC, the Tshwane Division, agrees on the following terms and conditions:

1.PROBLEM STATEMENT

The Funeral Policy Collective Agreement was last endorsed in 2007 for implementation. This collective agreement is reviewed and would enable the inclusion of sections that were omitted in the previous policy and align with the latest legislation.

2. DESIRED OUTCOME

To ensure that all bereaved staff members are treated equally fair and with dignity.

3. REGULATORY CONTEXT

3.1.The legislative framework for this collective agreement is as follows:

- Constitution of the Republic of South Africa, 1996, Chapter 2 • Basic Conditions of Employment Act, No. 75 of 1997
- Labour Relations Act, No. 66 of 1995 as amended.
- Compensation for Injuries and Diseases Act, No 130 of 1993
- Disaster Management Act No 57 of 2002

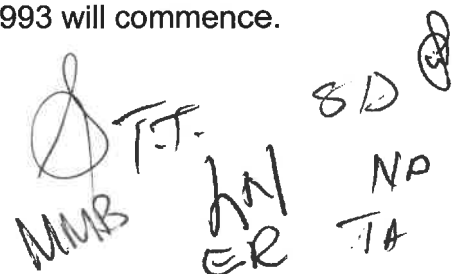
4. SCOPE

4.1. This collective agreement applies to all staff members of the City of Tshwane, except Councillors who are covered by a separate policy.

5.TERMS AND CONDITIONS /STANDARDIZED APPLICATION OF THE POLICY/AGREEMENT.

5.1 In the event of the death of a staff member the following actions should be instituted:

- 5.1.1 The Group Head of the affected department must send a message of condolences to the family of the bereaved employee.
- 5.1.2 The affected department to convey the memorial and burial details as requested by the family.
- 5.1.3 The affected department provides a venue for the memorial service and invites the family of the deceased employee. Refreshments will be available if funding allows.
- 5.1.4 Attendance by the family of the deceased at the memorial service does not entail any financial compensation from the City of Tshwane.
- 5.1.5 Purchase a wreath for the bereaved family in accordance with the policy guidelines.
- 5.1.6 Staff members who attend the memorial service will be permitted to take at least two hours to partake in the memorial
- 5.1.7 In the event of an employee's death due to injury on duty, the application of the Compensation of Injuries and Diseases Act No. 130 of 1993 will commence.

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- 5.1.8 In the event of a staff member's death while they are on an official travel and where the staff member is deemed to be on duty, then the cost of repatriation of the deceased shall be covered by the City's travel insurance or in terms of COIDA and the funeral benefits of the City's pension scheme.
- 5.1.9 The Tshwane Municipal Group Insurance will pay a risk benefit upon the death of an insured employee.
- 5.1.10 The affected department will make the necessary arrangements for transportation to the funeral, for which budgetary provision for this purpose has already been made.

6. DEATH DUE TO INJURY ON DUTY

- 6.1. In the event that a staff member passes away because of Injury on Duty which has been certified as such in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, then:
- 6.2. The City of Tshwane shall be liable in full for the payment of funeral expenses, subject to the limitations imposed by the Act.
- 6.3. The funeral costs shall include the following:
- 6.3.1. Transportation of the body to the burial/cremation site within the Republic of South Africa, including the provision of the following:
- Wreath
 - Coffin/Urn
 - Refreshments
 - Undertaker costs
 - The payment for the above expenses is subject to the limitations imposed by the Act.
- 6.4. In cases of emergency, where the deceased is the breadwinner, the City of Tshwane upon receipt of such a request from the family will:
- 6.4.1. Investigate benefits options available internally for the deceased staff member (eg, Group Life Scheme, Trade Unions (IMATU & SAMWU) funeral plan option that was available to the deceased, etc.).

7. TSHWANE METROPOLITAN POLICE DEPARTMENT AND EMERGENCY SERVICES DEPARTMENT FOR MEMBERS IN UNIFORM

- 7.1 When a Member in Uniform of the Tshwane Metro Police or Emergency Services Department passes away while executing official duties, the City of Tshwane in

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collaboration with the deceased family will accord the deceased member in uniform with an official burial.

7.2 A delegation of officials will be sent to the burial/cremation site anywhere in South Africa under the following conditions:

7.2.1 The members of the respective services (TMPD & ESD) will consist of 50 staff members excluding the Ceremonial Unit and other functionaries such as pallbearers, coinciding with their codes of practice standard operating procedures and needs in sending off their respective deceased members.

7.2.2 An official burial with full military honours will be provided when a TMPD & ESD member in uniform passes away during the execution of his/her official duties.

7.2.3 The operational delegation may consist of management, supervisor, commander and any required officials as per departmental standard operating procedure.

7.2.4 The Tshwane Metro Police Department & Emergency Services Department will be responsible for logistical requirements as per the formal report approved by the City Manager for funerals outside Gauteng Province.

7.2.5 The number of staff members attending the funeral will be subject to operational requirements and can be limited based on the assessment of the departmental head.

7.2.6 The use of specialized vehicles such as fire ladders, fire engines, and breakdown trucks is limited to the Tshwane boundaries for the ESD deceased member in uniform

8. WREATH FOR THE FUNERAL

8.1. The purchase amount for the wreath will not exceed R1000,00 (One thousand Rand) and this amount will be adjusted annually in line with the applicable inflation rates.

9. DISASTER MANAGEMENT

9.1. In the event of a National Disaster and under the requirements of the Disaster Management Act No. 57 of 2002, this policy will automatically align with the requirements of the Disaster Management Regulations.

10. TERMINATION OF AGREEMENT

10.1. The collective agreement may be terminated by either party with (3) three months' written notice, provided that the parties engage in good faith consultation to explore alternatives and mitigate potential impacts on employees.

10.2. The agreement will formally terminate at the earliest of the following dates:

- (a) 30 June 2030 whereupon parties may extend the collective agreement on a financial year cycle interval.
- (b) A date mutually agreed to by the parties

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11. ENTIRE AGREEMENT

11.1. This is the entire Agreement entered into and between the parties SAMWU/IMATU, and can only be amended, varied or altered by means of a further written agreement between the parties.

12. DISPUTES RESOLUTION

12.1. Any dispute arising out of the application, interpretation, implementation, monitoring and or enforcement of this agreement shall be resolved in terms of the dispute resolution procedure as outlined in the Main Collective Agreement.

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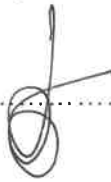
- Signature: 
- Text: T.T. NMB
- Text: AM
- Text: ER TA
- Text: SP NO

Signed on behalf of the **CITY OF TSHWANE METROPOLITAN MUNICIPALITY (CoT)** at Pretoria on this 26th day of November 2025 in the presence of the undersigned witnesses.

Signature:  Name in full: Thobela Javu

Capacity: Divisional Head: Human Capital Recruitment Administration

AS WITNESSES:

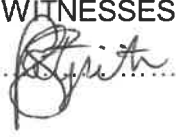
1.  2. 

Signed on behalf of the **INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU)** at Pretoria on this..... day of 2025 in the presence of the undersigned witnesses.

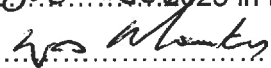
Signature:  Name in full: Melita Mapula Bahyi

Capacity: IMATU TSHWANE CHAIRPERSON

AS WITNESSES:

1.  2.

Signed on behalf of the **SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU)** at Pretoria on this 26th day of November 2025 in the presence of the undersigned witnesses.

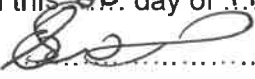
Signature:  Name in full: Hlangane Donald Morkkya

Capacity: Regional Secretary

AS WITNESSES:

1.  2. 

Signed on behalf of the **SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL (SALGBC)** at Pretoria on this 26th day of November 2025 in the presence of the undersigned witnesses.

Signature:  Name in full: Esmeralda Setgwelwen

Capacity: Regional Secretary - Gauteng

AS WITNESSES:

1.  2. 


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ER