

**THE SOUTH AFRICAN LOCAL
GOVERNMENT BARGAINING COUNCIL**

(Hereinafter referred to as "the Council")

**COLLECTIVE AGREEMENT ON CONDITIONS OF
SERVICE FOR THE NORTH WEST DIVISION OF
THE SALGBC**

In accordance with the provisions of the Labour Relations Act, 1995 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 North West Province of the Republic of South Africa by all Employers and by all employees who fall within the registered scope of the North West Division of the SALGBC.

2. EXCLUSIONS FROM THIS AGREEMENT

2.1 The following categories of employees are to be excluded from this agreement:-

2.1.1 Municipal Managers and those employees reporting directly to the Municipal Manager as contemplated in terms of Section 56 and Section 57 of the Municipal Systems Act, 2000 (Act 32 of 2000), as amended be excluded from this Collective Agreement.

2.1.2 Expanded Public Works Programme (EPWP) beneficiaries.

2.2 The working hours of part time employees, casuals, seasonal and temporary employees shall be as per their specific Contract of employment.

3. PERIOD OF OPERATION

3.1 Notwithstanding the date of signature hereof, this Agreement shall come into operation in respect of the Parties to the Agreement, on **01 September 2017** and shall remain in force until **31 August 2022**. Thereafter the Agreement shall continue indefinitely in respect of the Parties to the Agreement;

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3.2 This Agreement shall come into operation in respect of non-parties (which includes, but is not limited to municipal entities as defined in the Municipal Systems Act, 32 of 2000), on a date to be determined by the Minister of Labour and shall remain in force until **31 August 2022**; and after **31 August 2022** or such further period as determined by the Minister of Labour as requested by the Parties.

4. DEFINITIONS

- 4.1 All expressions used in this Agreement which are defined in the Labour Relations Act, 1995 (Act 66 of 1995), and Basic Conditions of Employment Act, 1997 (Act 75 of 1997) as amended shall bear the same meaning as in the said Act and, unless contrary intention appears;
- 4.2 Words importing the masculine gender shall include the feminine, and *vice versa*.
- 4.3 Unless the contrary intention is stated or it is obvious from the context, words or expressions defined in the "Act" that are used in this Agreement will have the same meaning as in the Act.

4.3.1	"Act"	Means the Labour Relations Act, 1995 (Act 66 of 1995), as amended;
4.3.2	"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;
4.3.3	"Appeal"	Means an exemption appeal to the Independent Exemption Body;
4.3.4	"Basic Conditions of Employment Act" (BCEA)	Means the basic Conditions of Employment Act, 1997 (Act 75 of 1997);
4.3.5	"Basic Salary"	Means an employee's usual monetary

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		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;
4.3.6	<i>"Contractual to holder"</i>	<p>With regard to:-</p> <p>a) Salary / salary scale:- Means that the employee retains the salary / salary scale pertaining to the post before it 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;</p> <p>b) Other benefits:- Means that the employee retains all better benefits that he is entitled to in terms of the Contract 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;</p>
4.3.7	<i>"Council"</i>	The North West Division of the South African Local Government Bargaining Council;

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4.3.8	<i>"Emergency work"</i>	Means any work which, owing to a disruption in essential services, or owing to fire, accident, storm, epidemic, act/s of violence, theft, breakdown of plant or machinery, or any other unforeseen circumstances is required to be done without delay;
4.3.9	<i>"Emergency Personnel"</i>	Shall be those employees performing emergency work.
4.3.10	<i>"Employer / Employers"</i>	Refers to Municipalities and municipal entities within the registered scope of the North West Division of the SALGBC;
4.3.11	<i>"Executive Committee"</i>	Means the Executive Committee of the North West Division of the SALGBC;
4.3.12	<i>"Exemption"</i>	Means an exemption from an applicant for exemption from any provisions of this Agreement;
4.3.13	<i>"Long Service Bonus"</i>	Means remuneration and / or leave in respect of years of service;
4.3.14	<i>"Medical Practitioner"</i>	Means a Medical Practitioner, Dentist or Traditional Healer registered in terms of Legislation;
4.3.15	<i>"Medical Certificate"</i>	Means a certificate issued by a Medical Practitioner, Dentist or Traditional Healer;
4.3.16	<i>"Municipal Systems Act"</i>	Means the Local Government Municipal Systems Act, 32 of 2000 as amended;
4.3.17	<i>"Night Work"</i>	Means work performed after 18h00 and 06h00 the next day;
4.3.18	<i>"Parties"</i>	Means IMATU North West Province, SALGA North West Province and SAMWU North West Province;

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4.3.19	<i>"Permanent employee"</i>	Means an employee appointed to an approved post on the staff establishment of a Municipality on an open-ended Contract;
4.3.20	<i>"Personal to holder"</i>	With regard to:- a) Salary / Salary Scale:- Means that the employee retains the salary scale and may receive a lesser adjustment during regarding, 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; b) Other benefits:- Means that the employee retains other benefits personal to holder until the post concerned is vacated;
4.3.21	<i>"Post"</i>	Means an approved position on a Municipality's organisational structure to which specific duties are defined;
4.3.22	<i>"Public holiday"</i>	Means a Public Holiday as stipulated in the Public Holidays Act, 1994 (Act 36 of 1994);
4.3.23	<i>"Regional Secretary"</i>	Means the Regional Secretary of the North West Division of the SALGBC;
4.3.24	<i>"SALGA"</i>	Means the South African Local Government Association;
4.3.25	<i>"SALGBC"</i>	Means the South African Local Government Bargaining Council;
4.3.26	<i>"SAMWU"</i>	Means the South African Municipal Workers' Union;

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4.3.27	<i>"Shift Allowance"</i>	Means a non-pensionable allowance, which shall be paid to employees who work shifts;
4.3.28	<i>"Special Leave"</i>	Means leave in addition to normal leave;
4.3.29	<i>"Trade Union"</i>	Means either IMATU or SAMWU and Trade Unions IMATU and SAMWU;
4.3.30	<i>"Workplace"</i>	Means a Municipality and Municipal Entity;
4.3.31	<i>"Year"</i>	Means the period 1 January to 31 December unless indicated otherwise by the context;
4.3.32	<i>"Temporary Employee"</i>	An employee appointed for a specific period of time or to complete a specified task in terms of his Contract of employment and which includes a casual employee;
4.3.33	<i>"Standby"</i>	Means a period during which an employee is required to be available for duty after an employee's normal working hours.
4.3.34	<i>"Study Course"</i>	Studies funded through a bursary application or employee's own funds;
4.3.35	<i>"Training Course"</i>	A course as set out in the Workplace Skills Plan of the Municipality.
4.3.36	<i>"Week"</i>	A period of seven (7) days within which the working week of the employee ordinarily falls.

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 North West Division of the SALGBC, and to replace all existing conditions of service referred to herein that are less favourable to agreed minimum Conditions of Service and to retain those that are above the minimum set of Conditions of Service;

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5.2 The parties have reached agreement on a number of the matters delegated to them in terms of the Bargaining Levels Collective Agreement, and wish to record the terms and conditions of their agreement as follows:-

6. SPECIAL LEAVE

6.1 Study Leave

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

6.1.2 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) days per paper for preparation for the examination.

6.1.3 The said leave for examination in terms of Clause 6.1.1 must be approved in advance by the Municipal Manager or his delegate as per the Delegation Policy.

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

6.1.5 Study leave granted is subject to the limitation as set out in 6.9.4.

6.1.6 During the completion of a qualification study leave will only be granted twice per subject/module.

6.2 Leave of absence for obligatory training course.

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

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

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6.3 Leave for Research

6.3.1 A maximum of five (5) days special leave per annum for research purposes shall be granted to an employee admitted for a post graduate course.

6.4 To attend a court or tribunals

6.4.1 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.

6.4.2 In executing the provisions of paragraph 6.4.1 above subpoenaed employees shall inform their line Managers a day before to leave their work stations.

6.4.3 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.

6.4.4 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.

6.5 Sport, arts and culture events

6.5.1 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 NOCSA or the Council of Sport of South Africa and the Council for Art and Culture.

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6.5.2 Special leave on full pay not exceeding three (3) days per event may be granted to an employee to enable such an employee to take part in a bona fide sports event at Provincial or National level, subject to limitations as set by 6.9.4.

6.5.3 Special leave may also be granted to an employee who accompany teams that will represent South Africa at Provincial, International and National sports competitions, inside as well as outside the Republic of South Africa as Coach, Manager or Officiate subject to the approval of the Municipal Manager which approval shall not unreasonably be refused.

6.6 Quarantine and isolation under medical instructions

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

6.7 Leave in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA)

6.7.1 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.

6.7.2 If the period of absence in terms of Clause 6.7.1 exceeds three hundred and sixty five (365) calendar days, the Employer may take any decision it deems appropriate in terms of the Policy on the Management of Medically Incapacitated Employees.

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6.7.3 The period of absence granted in 6.7.1 above shall not be considered as, and deducted from sick leave standing to the credit of an employee, unless the claim is rejected by the Compensation Commissioner as being a fraudulent claim.

6.8 Leave without pay

6.8.1 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:-

6.8.1.1 Leave without pay shall be granted only when all available vacation and / or sick leave has been exhausted.

6.8.1.2 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.

6.9 Application for Special Leave

6.9.1 Operational requirements must be taken into consideration.

6.9.2 Supporting documents must be provided with the application.

6.9.3 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.

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6.9.4 Accumulative special leave shall not exceed twenty (20) working days in an annual leave cycle – this limitation does not apply to Clauses 6.4, 6.6 and 6.7, but shall include Clauses 6.1, 6.2, 6.3 and 6.5.

6.10 Adoption and Surrogacy Leave

6.10.1 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.

6.10.2 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.

6.10.3 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.

6.10.4 In events referred in 6.10.1, 6.10.2 and 6.10.3 above the child's birth certificate and adoption order or Surrogacy Agreement must be submitted to the Employer.

7. ALLOWANCES

7.1 ACTING ALLOWANCE

7.1.1 When an employee is required to act in a more senior post for a period of not less than ten (10) consecutive working days, an acting allowance at 13.5% of the acting incumbent's salary shall be paid to such employee in addition to his salary in respect of the period in which he acts.

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7.1.2 When an employee is required to act in a S56 or S57 position for a period not less than ten (10) working days the acting allowance will be calculated as follows:-

Total remuneration package of Section 56 or 57 Manager x 60% Minus Basic Salary of acting incumbent.

7.1.3 Conditions for payment of acting allowances include:

7.1.3.1 The employee has been duly appointed in writing by the Municipal Manager or his delegate to act.

7.1.3.2 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:

7.1.3.2.1 Illness supported by a medical certificate;

7.1.3.2.2 Family bereavement;

7.1.3.2.3 Attendance at Court as a witness, if subpoenaed.

7.1.4 Vacant posts where there is an acting incumbent, on a Municipality's permanent staff establishment should be filled within six (6) months unless there is a compelling reason not to do so.

7.1.5 Unless operational requirements dictate otherwise, acting appointments should be confined to employees reporting directly to the applicable acting position.

7.1.6 An employee permitted to act in an equal position to whom the additional duties of the acting post have been assigned, shall be entitled to an acting allowance fixed at 12.5% of the employees' basic monthly salary.

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

7.1.8 An employee holding a non-transport allowance bearing post, acting in a transport allowance bearing position shall be entitled to the transport allowance payable to such post subject to the Municipality's Vehicle Allowance Policy.

7.2 GENERAL PRINCIPLES FOR ALLOWANCES

7.2.1 Employees who were entitled to traffic /Shift/Security allowances on 01/01/2010 will continue to receive these allowances on a contractual to holder basis.

7.2.2 Employees who receive shift allowance shall only qualify for overtime if they exceed their normal working hours.

7.3 NIGHT-WORK

7.3.1 An employee is entitled to a night work allowance when he / she is permitted or required by the Employer in terms of Section 17 (2)(a) of the BCEA and approved by the Municipal Manager or his delegate to perform night-work.

7.3.2 All employees working night-work shall be compensated in the form of a night work allowance according to the following formula:-

$6/100 \times (\text{annual pensionable salary} + 250 + 8) \times \text{actual number of hours working night-work}$. Should the 6% allowance be less than 11 rand per hour then it will be deemed as eleven rand. This amount will be increased

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annually in accordance with salary increases as agreed upon at the SALGBC national level.

7.3.3 Only employees whose working hours fall between 18:00 and 06:00 the next day shall qualify for compensation in terms of this Collective Agreement.

7.3.4 When it is required of an employee to perform work on a regular basis after 18:00 and before 23:00 the next day, a Manager must:-

7.3.4.1 Inform the employee in writing or orally if the employee is not able to understand a written communication in a language that the employee understands:-

7.3.4.1.1 Of any health and safety hazards associated with the work that the employee is required to perform; and

7.3.4.1.2 Of the employee's right to undergo a medical examination in terms of Clause 7.3.4.1.3.

7.3.4.1.3 At the request of the employee, enable the employee to undergo a medical examination, for the account of the Employer, concerning those hazards.

7.3.4.1.4 Before the employee starts, or within a reasonable period of the employee starting such work and at appropriate intervals while the employee continues to perform such work.

7.3.4.1.5 At appropriate intervals while the employee continues to perform such work.

7.3.5 Transfer the employee to suitable day work within a reasonable time if the employee suffers from a health condition associated with the performance of night-work; provided that it is practical for the Employer to do so and after due consultation has taken place.

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7.3.6 An employee performs night-work on a regular basis if the employee works for a period of more than one (1) hour after 23:00 and before 06:00 at least five (5) times per month or fifty (50) times per year.

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

7.4 SHIFT ALLOWANCE

7.4.1 The allowance is equal to seven percent (7%) of the employees' annual basic salary and is payable monthly.

7.4.2 Employees who exercise a choice to receive shift allowance will not qualify for night work allowance.

7.5 STAND-BY ALLOWANCE

7.5.1 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.

7.5.2 The standby allowance shall be payable on the following conditions only:-

7.5.2.1 An Employee shall not be on standby for more than two weeks per month, unless operational requirements dictate otherwise.

7.5.3 The stand-by allowance shall not affect or be affected by any remuneration for overtime or emergency work worked by the employee during the period of standby duty.

7.5.4 Standby to be paid amounts to R 891.09 per full week of standby duties or

Monday to Friday : R 104.94 per day

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Saturday	:	R 157.25 per day
Sunday and Public Holidays	:	R 209.66 per day

7.5.4.1 The above allowance shall increase with the same percentage as the annual salary and wages increases.

8. BONUS

8.1 Long-Service Bonus

8.1.1 In Addition to normal leave an employee shall qualify for the following additional leave as recognition for service at the same employer, which shall be paid out respectively once only the date on which the various periods of continuous service have been completed as follows:

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

8.1.2 The long service leave must be taken within twelve months of receiving such leave or may encash the leave within twelve (12) months.

8.1.3 Long service may further be acknowledged by a symbolic occasion and certificate.

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8.2 Annual Bonus

- 8.2.1 An employee shall qualify for a non-pensionable annual bonus equal to one (1) months' salary;
- 8.2.2 This bonus is payable once in a financial year and:-
- 8.2.2.1 Will be pro-rated for employees commencing employment during the year and have not completed a full year of service.
- 8.2.2.2 If the total of unpaid leave / or absence without pay exceeds twenty (20) working days in a bonus year, the bonus payment will be reduced pro rata.
- 8.2.3 A pro rata payment of an annual bonus in respect of an uncompleted year of service shall be made on termination of service.
- 8.2.4 On termination of service, an employee shall be paid his leave entitlement, including the leave mentioned in terms of Clause 8.2.3 above, calculated in terms of the relevant provisions of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).

9. LEGAL INDEMNIFICATION

- 9.1 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;
- 9.1.1 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:-

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- 9.1.1.1 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
 - 9.1.1.2 settle the claim and pay any amount due in terms of such settlement, or
 - 9.1.1.3 pay any award made by a court against him.
- 9.1.2 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
- 9.1.3 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:-
- 9.1.3.1 has made an admission or statement which the Municipality considers to be prejudicial to a successful defence,
 - 9.1.3.2 has made any offer of payment or settlement, or
 - 9.1.3.3 declines to accept the services of a legal representative nominated by the Municipality, or
 - 9.1.3.4 fails or refuses to furnish information the Municipality may require or furnishes false or misleading information, or
 - 9.1.3.5 fails or refuses to co-operate with the Municipality or to render assistance required by the Municipality.
- 9.1.4 The Municipality must provide in its budget of the estimated costs of legal defence and ancillary costs arising from the granting of

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provisional or outright indemnities and the Municipality reserves the right at any time to cancel any provisional indemnity granted if the facts of the case then warrant such action.

10. ADDITIONAL PAID SICK LEAVE

10.1 An employee is entitled to a further forty (40) working days on half pay per sick leave cycle of thirty six (36) months commencing on appointment date.

10.2 An employee shall be entitled to sick leave on the first day of a cycle period. Sick leave on full pay shall not be granted to an employee in respect of absence during the first twenty (20) working days service, unless the Municipality determines otherwise after consideration of the case and provided that sick leave shall not unreasonably be withheld.

10.3 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:

10.3.1 On submission of a satisfactory certificate from a registered Medical practitioner or Dental practitioner or a Traditional Healer registered with a recognised professional Council in terms of Legislations; and

10.3.2 If it is satisfied that the employee is at that moment not permanently incapacitated to resume his / her normal duties; and

10.3.3 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.

10.4 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:-

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10.4.1 Renders him unfit for work.

10.4.2 Does not arise from his failure to make use of vacation leave.

10.5 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.

11. MEASURES TO MANAGE THE TAKING ACCRUAL OF SICK LEAVE

11.1 If an employee to whom annual leave has been granted is certified sick by a registered Medical or Dental Practitioner after his annual leave has commenced, that part of his annual leave during which he was thus certified sick shall be converted into sick leave on submission of the prescribed certificate by such Medical or Dental Practitioner or a Traditional Healer registered with a recognized professional Council in terms of relevant Legislation.

11.2 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.

11.3 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.

11.4 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.

11.5 An employee to whom the maximum period of full and half paid sick leave has been granted, may be granted, sick leave without pay for not more than nine (9) months in any cycle if the Municipality is satisfied that such an employee is not permanently incapacitated to resume his duties,

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provided that where sick leave without pay exceeds forty (40) consecutive days, the employee must be examined by a registered Medical Practitioner appointed by the Municipality. The cost of such examination shall be borne by the Municipality.

12. OVERTIME

12.1 Normal / Planned Overtime

12.1.1 The provisions governing overtime, as regulated by the Basic Conditions of Employment Act (No 75 of 1997) will apply.

12.2 Emergency Work

12.2.1 Emergency work shall be regarded as overtime and shall not require prior written instruction.

12.2.2 In the case of emergencies owing to circumstances for which an Employer could not normally have made provision, a Municipality 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.

12.2.3 The overtime limitations as set by the Basic Conditions of Employment Act (No 75 of 1997) shall not apply to emergency work.

13. HOURS OF WORK

13.1 Safety and security personnel, emergency personnel will be required to work a forty 40 hour working week.

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14. ENFORCEMENT OF THIS COLLECTIVE AGREEMENT

- 14.1 Despite any other provision in the Act, the North West Division of the SALGBC shall monitor and enforce compliance of this Collective Agreement in terms of Section 33A of the Act.
- 14.2 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.
- 14.3 The North West 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 deem appropriate to enforce the exemption granted.
- 14.4 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.
- 14.5 If an arbitrator is appointed in terms of Section 14.4, above –
- 14.5.1 The SALGBC remains liable for the payment of the arbitrators fee and;
- 14.5.2 The arbitration is not conducted under the auspices of the Commission.
- 14.6 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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- 14.7 Section 138 of the Act read with the changes required by the context, applies to any arbitration conducted in terms of Section 33A.
- 14.8 An arbitrator acting in terms of Section 33A may determine any dispute concerning the interpretation or application of a collective agreement.
- 14.9 An arbitrator conducting an arbitration in terms of Section 33A may make an appropriate award, including –
- 14.9.1 Ordering any person to pay any amount owing in terms of a collective agreement
 - 14.9.2 Imposing a fine for a failure to comply with a collective agreement
 - 14.9.3 Charging a party an arbitration fee
 - 14.9.4 Ordering a party to pay the cost of the arbitration
 - 14.9.5 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);
 - 14.9.6 An award for costs against any party as the arbitrator deems appropriate
- 14.10 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.
- 14.11 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.

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14.12 If an employer upon whom a fine has been imposed in terms of this section files an application to review and set aside an award made in terms of subsection (7), any obligation to pay a fine is suspended pending the outcome of the application.

15. DISPUTE REGARDING THE INTERPRETATION AND APPLICATION OF THIS AGREEMENT

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

15.2 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 14 days:

15.2.1 Appoint a conciliator from the appropriate panel of conciliators within 14 days.

15.2.2 Refer the dispute to arbitration

15.3 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

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

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

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15.6 The arbitrator shall:

15.6.1 Endeavor to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated;

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

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

16. EXEMPTIONS

16.1 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.

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

16.2.1 All material details of the Applicant;

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

16.2.3 Detailed grounds on which such exemption is sought

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

16.3 The Executive Committee of the North West Division of the SALGBC shall consider all applications from a party/non-party to this agreement which has been filed with the SALGBC within 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

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

16.4 Any party aggrieved by a decision of the Executive Committee may lodge a dispute to the Arbitrator within 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.

16.5 The North West 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:

16.5.1 The applicant's name.

16.5.2 The provisions of the agreement from which exemption has been granted;

16.5.3 The conditions relating to the exemption and;

16.5.4 The period for which the exemption shall operate

16.5.5 The date of implementation.

16.6 The respondent shall give effect to the exemption application within 14 days after notification of the exemption granted.

16.7 The North West 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 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.

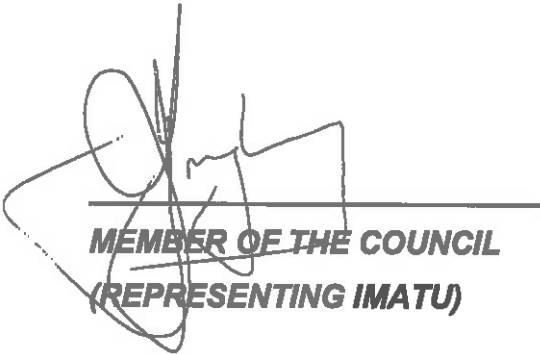
16.8 The Independent Exemption Body shall be constituted on an ad hoc basis and shall be appointed by the SALGBC from its panel of arbitrators set up in terms of its constitution.

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SIGNED AT Klerkeorp ON THE 26th DAY OF July 2017.



**MEMBER OF THE COUNCIL
(REPRESENTING SALGA NORTH WEST)**



**MEMBER OF THE COUNCIL
(REPRESENTING IMATU)**



**MEMBER OF THE COUNCIL
(REPRESENTING SAMWU)**



**REGIONAL SECRETARY OF
THE COUNCIL (SALGBC)**