

SCHEDULE

SOUTH AFRICAN LOCAL GOVERNMENT

BARGAINING COUNCIL

(Hereinafter referred to as "the "Council")

DISCIPLINARY PROCEDURE AND CODE

COLLECTIVE AGREEMENT

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

This shall be as defined in the Main Collective Agreement.

2. DEFINITIONS

This shall be as defined in the Main Collective Agreement.

3. PERIOD OF OPERATION

3.1 This portion of the Main Collective Agreement shall come into operation in respect of the Parties to the Agreement on 1 July 2010 ("the effective date") and shall remain in force and effect until 30 June 2012.

3.2 The provisions in clauses 6.6.2 and 6.6.4 below that allow for national and provincial government officials to participate in internal disciplinary enquiries shall terminate at 30 June 2011.

3.3 Any disciplinary steps that commenced prior to the effective date shall be regulated by the terms of the then existing Disciplinary Code. Disciplinary steps for purpose of this clause shall mean the date of a complaint of alleged misconduct being received by the Municipal Manager or his authorized representative against the Employee concerned.

3.4 This portion of the Main Collective 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 and effect until 30 June 2012 and after 30 June 2012 for such further period as determined by the Minister of Labour at the request of the Parties.

4. INTENT

4.1 The purpose of this Disciplinary Code is to establish a fair, common and uniform procedure for the management of employee discipline.

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4.2 The code is the product of collective bargaining and the application thereof is peremptory and it is deemed to be a condition of service.

5. DISCIPLINARY POLICY

5.1 Disciplinary action is not a punitive measure but a corrective one.

5.2 Discipline is to be effected fairly, consistently, progressively and promptly.

5.3 The maintenance of discipline is the responsibility of management and falls within the control function of any supervisory position.

5.4 The principles of natural justice and fair procedure must be adhered to notwithstanding any criminal and/or civil action having being instituted.

5.5 Subject to the requirements of substantive and procedural fairness, the Disciplinary Hearing has the right to determine the sanction to be applied having regard to the seriousness of the offence, provided that it is consistent with the provisions set out herein.

5.6 This procedure must be published and issued to all employees so that they are made aware, explicitly, of the standard of conduct in the workplace.

5.7 This procedure, as amended from time to time, will define the disciplinary process and the rights and obligations of management and employees.

6. DISCIPLINE PROCEDURE

6.1 An accusation of misconduct against an Employee shall be brought in writing before the Municipal Manager or his authorised representative for investigation.

6.2 If the Municipal Manager or his authorised representative is satisfied that there is *prima facie* cause to believe that an act of misconduct has been

committed, he may institute disciplinary proceedings against the Employee concerned.

6.3 The Employer shall proceed forthwith or as soon as reasonably possible with a Disciplinary Hearing but in any event not later than three (3) months from the date upon which the Employer became aware of the alleged misconduct. Should the employer fail to proceed within the period stipulated above and still wish to pursue the matter, it shall apply for condonation to the relevant Division of the SALGBC.

6.4 In the event of misconduct by an Employee that appears less serious and warrants a sanction less than a final written warning, a formal hearing will not be required, provided that the Employee shall be entitled to challenge the evidence submitted by the Employer and the Employee shall also be entitled to be represented by a shop steward. The Employee will be given an opportunity to make either verbal or written representations prior to the Employer making a finding and prior to any written warning being issued. Proper records must be kept of the above proceedings.

6.5 In the event of misconduct by an Employee that appears sufficiently serious to warrant a sanction more serious than a written warning, the Municipal Manager or his authorised representative shall establish a Disciplinary Hearing to conduct the enquiry.

6.6 In the event of more serious misconduct, as referred to in clause 6.5 above:

6.6.1 The Municipal Manager or his authorised representative shall constitute a Disciplinary Hearing by appointing a suitable person to serve as the Presiding Officer.

6.6.2 A person appointed to serve as the Presiding Officer should be at a level more senior than the employee(s) who is/are being charged and should be from within the department, or from any other department of that municipality, or from another municipality, or be a full-time SALGA Official or in the full time employ of Provincial Government or National

Government provided that such person is not an employee of the judiciary.

6.6.3 The Municipal Manager or his authorised representative shall also appoint a person to be referred to as the Employer Representative to represent the Employer and to serve the function of prosecution.

6.6.4 A person appointed to serve as the Employer Representative should be at a level more senior than the employee(s) who is/are being charged and should be from within the department, or from any other department of that municipality, or from another municipality, or be a full-time SALGA Official, or in the full time employ of Provincial Government or National Government provided that such person is not an employee of the judiciary.

6.7 The Employer Representative shall, within (5) days of his appointment, formulate and serve the charges to be brought against the Employee.

6.8 The charges are to be set out in a Notice of Misconduct detailing:

6.8.1 The time, date and venue at which the enquiry will be conducted;

6.8.2 The alleged misconduct, as is contemplated in Annexure "A", and shall further set out sufficient particulars / details of the alleged offence(s) to enable the Employee(s) a reasonable and fair opportunity to prepare a response to the charges;

6.8.3 The name of the Presiding Officer and the address at which notices and relevant correspondence may be submitted;

6.8.4 That the Employee may appoint a representative of choice who may be a fellow employee, shop steward or trade union official.

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6.8.5 If the Employee or his representative fails to attend the enquiry without good cause and after proper service of the notice of the Disciplinary Hearing was affected, the hearing may be conducted *in absentia*.

6.9 The Employer shall have the duty to prove that the Employee was served with the Notice of Misconduct. The notice shall be deemed to have been served either by registered mail, facsimile, personal service or witnessed delivery.

6.10 The Disciplinary Hearing should commence within a reasonable time from the date of service of the Notice of Misconduct and shall take place not earlier than five (5) days and not later than fifteen (15) days from the date of service of the Notice of Misconduct.

6.11 The time period referred to in clause 6.10 above may be amended by mutual agreement and a new date for the Disciplinary Hearing shall be determined by the parties, in consultation with the Presiding Officer. Failing agreement between the parties, either party may apply to the Presiding Officer for an extension of the time period. A new date for the Disciplinary Hearing shall be determined by the Presiding Officer upon granting the application brought by a party for an extension of the time period.

7. CONDUCT OF THE DISCIPLINARY HEARING

7.1 The hearing shall be conducted by the Presiding Officer who may determine the procedure to be followed subject to the following:

7.1.1 The rules of natural justice must be observed in the conduct of the proceedings;

7.1.2 Unless otherwise agreed to by the parties, the hearing must be adversarial in nature and character;

7.1.3 The Presiding Officer, in discharging his duties is to exercise care, proceed diligently and act impartially; and

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7.1.4 The Presiding Officer shall not consult, confer or have casual contact with any of the parties or their representatives regarding the case while handling the matter without the presence or consent of the other party concerned.

7.2 The Employer Representative shall have the duty to begin as well as the burden to prove each and every allegation of misconduct as set out in the Notice of Misconduct, on a balance of probabilities.

7.3 In discharging these duties the Employer Representative shall be entitled to call before the Disciplinary Hearing any witness and lead any evidence, which may include books, documents or any other relevant items; and:

7.3.1 Subject to objection, cross-examine any witness called to testify on behalf of the Employee and inspect any book, document or relevant item produced; and

7.3.2 Present argument based on the evidence in support of any submission.

7.4 The Employee summoned before the Disciplinary Hearing shall have the right to be heard in person or through a representative, subject to clause 6.8.4 above and to call before the Disciplinary Hearing any witnesses and lead any evidence which may include books, documents or any other relevant items; and:

7.4.1 Subject to objection, cross-examine any witness called to testify on behalf of the Employer and inspect any book, document or relevant item produced;

7.4.2 Present argument based on the evidence in support of any submission; and

7.4.3 May make application, on good cause shown, for the recusal of the Presiding Officer.

- 7.5 The Presiding Officer shall have the power to:
- 7.5.1 Determine the procedure to be followed for the conduct of the enquiry that he deems appropriate with the minimum of legal formalities provided that the rules of natural justice are observed;
 - 7.5.2 Put questions, without cross-examining, to the parties or their witnesses on any relevant issue;
 - 7.5.3 Subject to the provisions of clause 12 below, proceed with the enquiry in the absence of any party who is in wilful default or who fails to attend any scheduled hearing, despite the expiry of the time set out in the Notice of Misconduct;
 - 7.5.4 Make such interim determinations or rulings of law as he deems necessary;
 - 7.5.5 With the consent of the parties, propose compromise settlements in disposal of the whole or a portion of the issues;
 - 7.5.6 Make a finding of fact after having considered the evidence;
 - 7.5.7 Invite and hear any evidence or plea in mitigation, aggravation or extenuation prior to deciding on the sanction to impose; with due regard to how the rule has been consistently applied;
 - 7.5.8 Impose, *inter alia*, any one of the following sanctions:
 - 7.5.8.1 A written warning;
 - 7.5.8.2 A final written warning;
 - 7.5.8.3 Suspension without pay for a maximum of ten (10) days and as is furthermore referred to in clause 2.5 of Annexure "A" hereto;

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7.5.8.5 The withholding of any salary increment for a period not exceeding twelve months;

7.5.8.6 Demotion to another post with or without financial loss. In the event of a demotion to another post, such demotion shall not be more than two post levels below that which the Employee held as at the date that the misconduct had occurred; or

7.5.8.7 Dismissal.

7.6 The Presiding Officer shall within ten (10) days of the last day of the Disciplinary Hearing confirm, in writing, the findings of fact, the sanction imposed in the event that the Employee was found guilty and the reasons in support thereof. The Presiding Officer shall provide a copy of the determination to the Municipal Manager or his authorised representative and to the Employee or his representative.

7.7 The determination of the Presiding Officer cannot be altered by the Municipal Manager or any other governing structure of a municipality and shall be final and binding on the Employer, subject to the provision of clauses 7.8 and 14 below and to any other remedies permitted by law.

7.8 An Employee may not be recharged at a subsequent Disciplinary Hearing for the same alleged misconduct, unless for circumstances otherwise permitted in general case law.

8. AN OPTIONAL SUMMARY PROCEDURE

8.1 If the Employer and Employee agree in writing, the Summary Procedure as set out hereinafter may apply to the disciplinary proceedings. The Presiding Officer shall at such meeting(s) with the parties as he deems necessary:

8.1.1 Confirm whether or not the matter is ready for adjudication;

- 8.1.2 Ascertain and record in writing, signed by himself and the parties, the facts on which the parties agree and those on which they disagree (hereinafter referred to as the "issues");
- 8.1.3 Receive from the parties such documents or copies thereof as they consider relevant to the determination of the issues;
- 8.1.4 Receive evidence or submissions, orally or in writing, sworn or unsworn at joint meetings with the parties or, if the parties so agree, by the interchange of written statements or submissions, between the parties with copies to the Presiding Officer provided that each party shall be given a reasonable opportunity of presenting evidence or submissions and of responding to those of the other; and
- 8.1.5 Deliver a determination, in writing, within ten (10) days of the last day of the hearing or submission of the last document to the Presiding Officer, if there was no hearing.

9. RIGHT TO TERMINATE SERVICE

- 9.1 An Employee, who receives a Notice of Misconduct, shall be entitled to resign, retire, or terminate his employment on any other ground that is permitted in his contract of employment, provided that:
- 9.1.1 The Employee does so prior to the handing down of a determination; and
- 9.1.2 The Employee consents in writing to the deduction of amounts owing by him to the Employer from any monies payable to him by the Employer (including but not limited to retirement fund monies) arising out of or in connection with his termination of service.
- 9.2 In such an event (as referred to in clause 9.1 above), the Disciplinary Hearing shall not proceed.

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10. DEALING WITH ABSCONDMENT

- 10.1 In the event that the Employee has absented himself for a period of more than ten (10) days without notification to the Employer, such an Employee shall be deemed to have absconded from duty.
- 10.2 The Employer will make every possible attempt to establish where the Employee is and will issue a letter to the Employee informing the Employee of his alleged abscondment.
- 10.3 The Employee, if he reports for duty after the steps referred to in clauses 10.1 and 10.2 above have been taken, will be afforded the opportunity to make verbal or written representations prior to the decision to terminate his services.

11. RECORDING OF PROCEEDINGS

- 11.1 The proceedings of the Disciplinary Hearing shall be recorded by means of a mechanical device.
- 11.2 The audio taped recording of the proceedings shall be kept in safe custody by the Employer.
- 11.3 Upon request, the Employer will provide a copy of the audio taped recording, free of charge, to the Employee or his representative.

12. NON-ATTENDANCE

- 12.1 In the event of the failure by the Employee or his duly appointed representative, after a period of forty five (45) minutes has elapsed, to attend a Disciplinary Hearing or an Appeal Hearing without good cause and after it has been established that proper service of the Notice of Misconduct or Notice of the Appeal Hearing was effected, the Disciplinary Hearing or

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Disciplinary Appeal Hearing may be conducted *in absentia* and discipline effected or the appeal determined, as the case may be.

12.2 The provisions of clause 12.1 shall apply *mutatis mutandis* to the Employer and the Employer Representative, save for the changes required to the context.

13. RIGHT OF REPRESENTATION

An Employee shall be entitled to representation at any enquiry by a fellow employee, a shop steward or a trade union official.

14. EMPLOYEE SUSPENSION PENDING A DISCIPLINARY HEARING

14.1 The Employer may suspend the Employee or utilise him temporarily in another capacity pending an investigation into alleged misconduct if the Municipal Manager or his authorised representative is of the opinion that it would be detrimental to the interests of the Employer if the Employee remains in active service.

14.2 If the Municipal Manager or his authorised representative, who shall not be more than two levels below the said Municipal Manager, intends to suspend an Employee, he shall give notice of such intention and afford the Employee an opportunity to make representation as to why he should not be suspended. An enquiry shall be held within 48 hours between the Municipal Manager or his authorised representative, the person intended to be suspended and his representative should he wish to be represented, wherein arguments may be made. The Municipal Manager or his authorised representative shall make a determination as to whether the employee concerned shall be suspended or not after having heard the representations.

14.6 The suspension or utilization in another capacity of the Employee shall be for a fixed and pre-determined period and shall not exceed a period of three (3) months.

14.7 Any suspension shall be on full remuneration.

15. APPEAL

15.1 The Employee has the right to appeal against any disciplinary finding and/or sanction, which has been given at a Disciplinary Hearing. The Employee may waive his right to an appeal and the Employee may proceed to refer a dispute as provided for in the Act.

15.2 Subject to clause 15.1 above, an appeal must be lodged on the prescribed form within five (5) days of receipt of written notification of the finding and sanction of the Disciplinary Hearing.

15.3 The grounds of appeal must be clearly set out in the Employee's Notice of Appeal, provided that the failure by an Employee to raise a ground of appeal shall not preclude him from subsequently raising it before the Disciplinary Appeal Hearing.

15.4 The Presiding Officer of the Disciplinary Appeal Hearing shall fix the time and date of the hearing subject to the provisions of clause 15.13 below.

15.5 The time period referred to in clause 15.4 above may be amended by mutual agreement between the parties, in consultation with the Presiding Officer of the Disciplinary Appeal Hearing. Failing agreement between the parties, either party may apply to the Presiding Officer of the Disciplinary Appeal Hearing for an extension of the time period. A new date for the Disciplinary Appeal Hearing shall in this instance be determined by the Presiding Officer of the Disciplinary Appeal Hearing to a mutually convenient time, date and place for the Disciplinary Appeal Hearing to take place.

15.6 In the case where the sanction imposed was up to a maximum of a final written warning, an appeal will be heard by a management level above that of the Presiding Officer of the Disciplinary Hearing. In the case where the sanction imposed was a dismissal or a suspension without pay, an appeal

shall be heard by a higher level of management who does not exercise direct management control over the affected Employee.

- 15.7 By agreement between the parties, an appeal may be heard by an arbitrator appointed by the parties to the appeal from the panel of arbitrators existing in the relevant division.
- 15.8 The appeal will be heard on the grounds of an appeal submitted by the Employee and any amendment thereto, by having regard to the record of the Disciplinary Hearing proceedings and the submissions and arguments of the parties based thereon.
- 15.9 The appeal should not entail the rehearing of the matter *de novo*.
- 15.10 The Disciplinary Appeal Hearing shall have the power to confirm or set aside any decision, determination or finding and to confirm, set aside or reduce any sanction imposed by the Disciplinary Hearing.
- 15.11 A party shall deliver to the opposing party, and to the Presiding Officer, a brief statement of case at least two (2) days prior to the date of the Disciplinary Appeal Hearing. No further pleadings shall be exchanged unless otherwise agreed.
- 15.12 The statement of case shall concisely set out the facts upon which the party relies, the conclusions of law upon which the party relies and the relief that the party seeks.
- 15.13 The Disciplinary Appeal Hearing should commence within a reasonable time from the date of service of the Notice of Appeal but shall take place not earlier than five (5) days and not later than ten (10) days from the date that the Notice of Appeal was lodged.
- 15.14 The Disciplinary Appeal Hearing will be conducted in whatsoever manner and procedure that is deemed necessary, including the Summary Procedure as

set out in clause 8 above, which will produce the most expeditious conclusion of the matter and provided that the rules of natural justice are adhered to.

15.15 The Disciplinary Appeal Hearing is to consider whether the finding and sanction imposed by the Disciplinary Hearing was fair and correct. The Disciplinary Appeal Hearing, in its sole discretion, shall be entitled to make whatsoever order it deems fair and reasonable in the circumstances.

15.16 The Disciplinary Appeal Hearing shall make its determination, in writing, within ten (10) days from the last day of the hearing of the appeal and provide a copy of the determination to the Municipal Manager or his authorised representative and to the Employee or his representative.

15.17 The determination of the Presiding Officer of the Disciplinary Appeal Hearing cannot be altered by the Municipal Manager or any other governing structure of a municipality and shall be final and binding on the Employer subject to any other remedies permitted by law.

16. PRE-DISMISSAL ARBITRATION

16.1 An Employer may, with the consent of the Employee, request the Council to conduct an arbitration into allegations about the conduct or capacity of an Employee as provided for in section 188 A of the Act.

16.2 The request for a pre-dismissal arbitration shall be filed by the Employer as set out in clause 2.34 of Section 2 of Part D of the Main Collective Agreement.

16.3 The provisions of section 138 of the Act, read with the changes required by the context, will apply to any pre-dismissal arbitration.

17. DISPUTES ABOUT THE IMPLEMENTATION AND APPLICATION OF THIS AGREEMENT

This shall be dealt with in terms of the relevant provision of the Main Collective Agreement to which this agreement is an annexure.

18. EXEMPTIONS

This shall be as defined in the Main Collective Agreement.

SIGNED BY THE PARTIES AT PRETORIA THIS 21st DAY OF APRIL 2010.



MEMBER OF THE COUNCIL
(REPRESENTING SALGA – X. GEORGE)



MEMBER OF THE COUNCIL
(REPRESENTING IMATU – J KOEN)



MEMBER OF COUNCIL
(REPRESENTING SAMWU – S. MOLOPE)



GENERAL SECRETARY OF THE
COUNCIL – S GOVENDER

ANNEXURE A

CONDUCT AND SANCTIONS

1. STANDARD OF CONDUCT

1.1 Employees are expected to comply in every respect with the conditions of employment and collective agreements and any related regulation, order, policy and practice and to refrain from any conduct which would give just cause for discipline.

1.2 In particular, employees should:

1.2.1 Attend work regularly and punctually;

1.2.2 Conform to the reasonable dress and uniform requirements of the employer;

1.2.3 Perform their tasks and job responsibilities diligently, carefully and to the best of their ability;

1.2.4 Obey all lawful and reasonable instructions given by a person having the authority to do so;

1.2.5 Conduct themselves with honesty and integrity;

1.2.6 Request permission in advance for any leave of absence whenever possible;

1.2.7 Refrain from being absent from duty without leave or permission, except on good cause;

- 1.2.8 Refrain from accepting any other employment outside of normal working hours without the prior permission of the Department Head or Municipal Manager, which permission shall not be unreasonably withheld;
- 1.2.9 Refrain from any rude, abusive, insolent, provocative, intimidatory or aggressive behaviour to a fellow employee or member of the public;
- 1.2.10 Refrain from wilful or negligent behaviour, which may result in the damage of property;
- 1.2.11 Refrain from participating, either individually or with others, in any form of action, which will have the effect of disrupting the operations of the employer, other than actions contemplated by the Labour Relations Act;
- 1.2.12 Refrain from wrongfully disclosing privileged information; and
- 1.2.13 Refrain from consuming alcohol or using intoxicating drugs whilst on duty.

2. SANCTIONS FOR MISCONDUCT

- 2.1 In accordance with the Disciplinary Policy, any sanction that is imposed for misconduct will be intended to deter future repetition of that behaviour. The sanction imposed must be based on the seriousness of the offence and considering the employee's disciplinary record;
- 2.2 The imposition of discipline is progressive in that sanctions are to be applied with increasing severity with the repetition of the offence. Sanctions will generally be applied by first issuing a written warning and then a final written warning, except in cases of misconduct which

would constitute grounds for immediate dismissal or suspension without pay or the immediate imposition of a final written warning,

2.3 All written warnings and suspensions are to be recorded in the employee's personal file.

2.4 A written warning will remain valid and on the record of the employee for a period of six (6) months from the date of imposition.

2.5 The employer may impose as a sanction a suspension without pay having regard either to the serious nature of the misconduct or the fact that there has been a previous warning or warnings for the same behaviour in which event the maximum period will be ten (10) days. In the event of a suspension in excess of five (5) days, the suspension without pay shall be spread over three (3) monthly pay periods;

2.6 A suspension without pay shall be regarded as a sanction more serious than a final written warning.

2.7 As a guideline, an employee may be dismissed on the first occasion for, inter alia:

2.7.1 Intimidation, fighting and/ or assault;

2.7.2 Theft, unauthorised possession of or malicious damage to the employer's property;

2.7.3 Being under the influence of alcohol or intoxicating drugs whilst on duty such that performance is seriously impaired or diminished;

2.7.4 The consumption of alcohol or intoxicating drugs whilst on duty if the nature of work to be performed is such that intoxication endangers the safety of the employee or that of others;

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2.7.5 Any act of gross dishonesty;

2.7.6 Any act of gross negligence;

2.7.7 Gross insubordination;

2.7.8 Wrongful disclosure of privileged information;

2.7.9 Any act of bribery or corruption; and

2.7.10 Any other act of misconduct which would constitute just cause
for dismissal.

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ANNEXURE B

Disciplinary Process Flow Diagram

1. The Employer first becomes aware of an allegation of misconduct being made against an Employee.
2. The Employer (Municipal Manager or his authorized representative) appoints an investigator to investigate the alleged misconduct.
[Within a reasonable time – clause 6.1]
3. The investigator submits a report to the Municipal Manager or his authorized representative.
[Within a reasonable time – clause 6.1]
4. The Municipal Manager or his authorized representative takes the decision that the Employee is to be charged.
[Within a reasonable time – clause 6.2]
5. The Municipal Manager or his authorized representative appoints an Employer Representative and a Presiding Officer.
[Within a reasonable time – clause 6.6]
6. The charge sheet (Notice of Misconduct) is drawn up by the Employer Representative and the Notice of Misconduct is served on the Employee.
[Within 5 days of the appointment of the Employer Representative – clause 6.7]
7. The Disciplinary Hearing commences.
[Not earlier than 5 days and not later than 15 days from the date of the service of the Notice of Misconduct – clause 6.10]

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[The process set out in paragraphs 1 to 7 above shall take place within a reasonable time but not exceeding six months calculated from the first day that the Employer became aware of the alleged misconduct up to and including the first day of the Disciplinary Hearing – clauses 6 and 7 read in its proper context]

8. The Presiding Officer makes a finding on the evidence submitted. If the finding is one of not guilty, the matter is concluded. If the finding is one of guilty the parties lead evidence in mitigation and aggravation. The Presiding Officer issues a sanction and communicates his finding and sanction to the parties.

[Within 10 days from the last day of the Disciplinary Hearing – clause 7.6]

9. The Employee may lodge an appeal against a finding and/or sanction less than a dismissal by filing a Notice of Appeal.

[Within 5 days of receipt of Disciplinary Hearing finding and sanction – clause 15.2]

10. The Presiding Officer of the Disciplinary Appeal Hearing shall set a time, date and venue for the appeal hearing and notifies the parties thereof.

[Not earlier than 5 days and not later than 10 days from the date of the service of the Notice of Appeal – clause 15.4]

11. Statements of Case are filed by the parties.

[At least two days prior to the date set for the Appeal Hearing – clause 15.11]

12. The Disciplinary Appeal Hearing takes place.

[Not earlier than 5 days and not later than 10 days from the date of the service of the Notice of Appeal – clause 15.13]

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13. The Chairperson of the Disciplinary Appeal Hearing makes his finding and communicates it to the parties.

[Within 10 days of the Appeal Hearing taking place – clause 15.15]

14. In the case of a dismissal dispute the Employee may refer a dispute to the SALGBC.

[Within 30 calendar days of being notified on the dismissal – clause 15.1 read with section 191 of the Labour Relations Act]

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