

**THE SOUTH AFRICAN LOCAL GOVERNMENT
BARGAINING COUNCIL**

(hereinafter referred to as "the Council")

**COLLECTIVE AGREEMENT ON
CONDITIONS OF SERVICE FOR THE WESTERN CAPE
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")

a.u
[Handwritten signatures]

1. SCOPE OF AGREEMENT

1.1 This agreement shall apply to all employees and employers who fall within the scope of the Western Cape Division of the SALGBC in the Republic of South Africa.

2. DEFINITIONS

2.1 All expressions used in this agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in the Act, unless the contrary intention is clear.

2.2 Words indicating the masculine gender shall include the feminine gender.

2.3 All references to days shall be to working days.

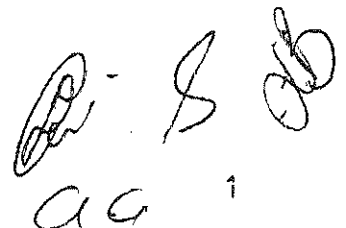
3. OBJECTIVE

3.1 To establish common and uniform conditions of service as referred to herein for employees within the scope of the Division, and to replace all existing conditions of service referred to herein.

4. PERIOD OF OPERATION

4.1 This agreement shall come into operation in respect of the parties to the agreement on 1 June 2009 and shall terminate on 31 December 2012.

4.2 This agreement shall come into operation in respect of non-parties on a date to be determined by the Minister of Labour and shall terminate on 31 December 2012.

Handwritten signatures and initials, including 'AG' and a small '1'.

5. EXISTING CONDITIONS OF SERVICE

5.1 All existing conditions of service referred to herein that are more favourable to employees than those provided in terms of this agreement shall continue to be in force until 30 June 2011 and shall terminate on that date.

6. SPECIAL LEAVE

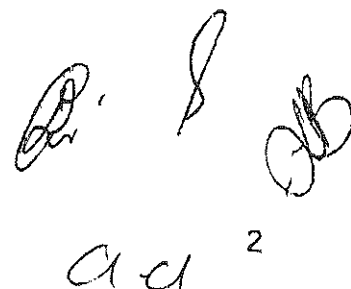
6.1. Study Leave

6.1.1 Study leave shall be granted in accordance with Council policy. Where no policy exists by the Municipal Manager or his assignee which approval shall not be unreasonably refused.

6.1.2 Study leave shall be granted on the basis of one day paid special leave for each day that an employee writes an examination plus an equivalent amount of days for preparation for the examination, subject to clause 6.1.3.

6.1.3 When an employee is required to write only one examination on one day in a calendar year, he shall be entitled to three days' special paid leave which shall include the day of the examination.

6.1.4 The said leave for writing examinations in terms of clause 6.1.1 must be approved in advance by the Municipal Manager or his assignee.



Handwritten signatures and initials, including a large 'S' and 'GB'.

6.2 Leave of absence for obligatory course/study requirements

- 6.2.1 The fields of study must be approved in advance in accordance with Council policy and must be in accordance with the requirements of the curriculum of the approved course. Where no policy exists, it shall be approved by the Municipal Manager or his assignee.
- 6.2.2 An employee attending a work-related training or study course shall be granted paid special leave for the full duration of the obligatory attendance requirements.
- 6.2.3 An employee attending a voluntary training or study course shall be granted up to ten (10) days' paid special leave and thereafter one day's paid special leave for every day's leave taken by the employee.
- 6.2.4 Leave referred to in clauses 6.1 and 6.2 shall be granted for a maximum of twice per subject/module to allow for supplementary examinations.
- 6.2.5 Clause 6.2 does not apply to compulsory training initiated by the employer.

Dr. S. S.
a.c. 3

6.3 To attend a court of law to give evidence on being summonsed as a witness

6.3.1 On receipt of a written subpoena, an employee who is summonsed to attend a Court of Law as a witness shall be granted paid special leave for the period of absence from duty, provided that any witness fee received, excluding a travel and subsistence allowance, shall be reimbursed or recovered from the employee whatever the case may be.

6.3.2 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.

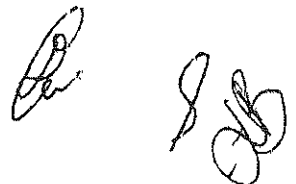
6.4 Sports participation

An employee who is elected by a recognized amateur or professional sports association, which sporting association must be recognized by NOCSA or the Council of Sport of South Africa, to:

6.4.1 Represent South Africa or the Province as participant in international or national sports competitions inside as well as outside the Republic of South Africa;

6.4.2 Accompany teams that will represent South Africa at international sports competitions inside as well as outside the Republic of South Africa as coach or manager;

6.4.3 Officiate at a national or international sporting event;

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one above the other, and some initials to the right.

a.a

shall be granted paid special leave for the duration of the event for these purposes, subject to clause 6.8.4

6.5 Quarantine and isolation under medical instructions

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 issued details the period of absence and the reason therefore.

6.6 Compensation for occupational injuries and diseases

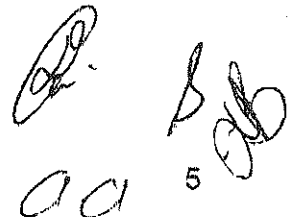
An employee who sustains an injury or contracts an illness in the course of his official duties such as to entitle the employee to compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, shall be granted paid special leave for the period of incapacitation.

6.7 Leave without pay

(Remuneration for this purpose as referred to in the Basic Conditions of Employment Act, 1997)

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

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

Handwritten initials and a date. The initials appear to be 'AA' and 'BB'. The date is '5'.

6.7.2 For the period of leave without pay Council 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 also makes his contributions to the said funds, as well as any payment in terms of a collective agreement.

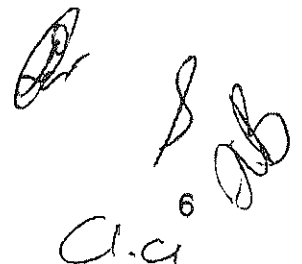
6.8 Application for Special Leave

6.8.1 Exigencies of the service must be taken into consideration.

6.8.2 Supporting documents, where required, must be provided with the application.

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

6.8.4 Special leave shall not exceed 20 working days in a leave cycle – this limitation does not apply to clauses 6.6 and 6.5, but includes clauses 6.3, 6.4 and 6.7. However, this limitation does not apply to sick leave as contemplated by clause 6.7.1.

Handwritten signatures and initials, including a large signature, the initials 'S' and 'AB', and the text 'C.C. 6'.

7. ACTING ALLOWANCE

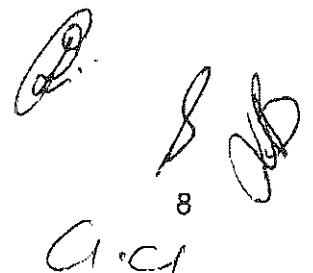
- 7.1 An employee is entitled to an acting allowance when he is requested by written instruction by his superior in terms of Council's delegation policy to act in a higher post for a period of at least 10 consecutive working days, including public holidays.
- 7.2 An acting allowance equal to the difference between his pensionable salary and the commencing notch of the salary scale of the post in which he is acting shall be paid to the employee for the period of acting.
- 7.3 If an employee is requested to act in terms of clause 7.1 the employer shall not unreasonably stop or interrupt the acting period of the employee resulting in the non-payment of an acting allowance.
- 7.4 Council may in consultation with the Municipal Manager resolve that an employee should act in a section 57 post in terms of clauses 7.1 and 7.2, in which case the following shall apply:
- 7.4.1 The employee shall in addition to his salary receive an acting allowance for the period of acting.
- 7.4.2 The salary component for determining the acting allowance will be 60% of the remuneration package of the post in which the employee is acting.

Dr *P* *AB*
7
C/A

- 7.5 Subject to clause 7.6, an employee will not be paid an acting allowance whilst he is on any form of leave or any other absence during the acting period.
- 7.6 If an employee has acted for a continuous period of three (3) months or longer, he will qualify for an acting allowance while on paid leave.
- 7.7 The acting period referred to in clause 7 must not exceed twelve (12) consecutive working months.
- 7.8 Every municipality shall determine a delegation policy for the purposes of clause 7.1. Where there is no such a policy in place, any written instruction by a superior to act in a higher post shall qualify as an instruction for the purposes of clause 7.1.
- 7.9 The policy referred to in clause 7.8 must be communicated to all employees.

8. NIGHT-WORK ALLOWANCE

- 8.1. For the purpose of this clause only posts where the earnings fall below the BCEA earnings threshold shall be eligible for the payment of a night-work allowance.
- 8.2. An employee is entitled to a night-work allowance when he is requested by written instruction by the employee's superior in terms of Council's delegation policy to perform night-work.

Handwritten signatures and initials, including a circled signature, a signature, and initials, with the number 8 written below them.

8.3. The employee shall be compensated in the form of a night-work allowance for night-work according to the following formula: Pensionable annual salary ÷ number of working days (calendar days - public holidays - weekends) ÷ 8 x 18% = hourly night-work allowance

NOTE: The formula in paragraph 8.3 could also be expressed as follows:

$18/100 \times (\text{annual pensionable salary} \div 249 \div 8) \times \text{actual number of hours working night-work}$

8.4. Every municipality shall determine a delegation policy for the purposes of clause 8.2. If no such a policy is in place, any written instruction by a superior to perform night-work shall qualify as an instruction for the purposes of clause 8.2. Such a policy must be communicated to all employees.

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

8.6. In terms of section 6(2) of the Basic Conditions of Employment Act "Sections 9.10(1), 14(1), 15(1), 17(2) and 18(1) shall not apply to work that must be done without delay due to circumstances which the employer could not reasonably be expected to provide for and which could not be performed by employees during their normal working hours." Section 17(2) deals with the payment of a night-work allowance. Therefore, employees on standby who work overtime between 18:00 and 06:00 shall receive a night-work allowance, subject to clause 8.7 and 8.8.

8.7. When it is required of an employee to perform work on a regular basis after 23:00 and before 06:00 the next day, a manager must:

8.7.1. 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:

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

8.7.1.2. Of the employee's right to undergo a medical examination in terms of paragraph 8.7.2.

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

8.7.2.1 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.

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

8.7.3 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.*

8.8 For the purpose of clause 8.6, an employee performs night-work on a regular basis if the employee works for a period of more than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year, including employees on standby.

9

STANDBY DUTY

9.1 An employee is entitled to a standby allowance when he is requested by written instruction by the Municipal Manager or his superior to be available for the performance of duty outside his normal working hours.

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

9.2.1 When the employee is required to be available for duty for a period of at least eight (8) hours during a 24 hour period (based on a 40 hour working week) after normal working hours.

9.2.2 Standby shall not exceed a calendar week provided that an employee shall not be on standby for more than two (2) weeks per month.

9.3 Every municipality shall determine a delegation policy for the purposes of clause 9.1. Where no such policy is in place, any written instruction by a supervisor to perform standby duty shall qualify as an instruction for the purposes of clause 9.1. Such a policy must be communicated to all employees.

9.4 Standby duty is calculated:

9.4.1 From the normal closing time of the employee's place of work; or

[Handwritten signatures and initials]
B d.d

- 9.4.2 On a day on which the employee is not normally required to work.
- 9.5 The standby allowance shall not affect or be affected by any remuneration for overtime worked by the employee during the period of standby duty.
- 9.6 The standby allowance shall be equal to 15% of the normal hourly rate based on the pensionable salary formula:
- 9.6.1 Pensionable annual salary ÷ number of working days (calendar days – public holidays - weekends) ÷ 8 x 15% = hourly standby allowance;
- 9.6.2 and shall be paid in a proportionate manner according to the actual number of hours on standby.

NOTE: The formula in clause 9.6.1 above could also be expressed as:

$[15/100 \times (\text{annual pensionable salary} \div 249 \div 8)] \times \text{actual number of hours on standby}$

10 LONG-SERVICE RECOGNITION

10.1 In addition to normal vacation leave, an employee shall qualify for the following additional leave as recognition for long service at the same employer which shall be credited once only on the date on which the various periods of continuous service are completed. The long-service leave must be taken within one (1) year of receiving such leave or may be wholly or partially encashed.

After	10 year	10 working days
	15 year	15 working days
	20 year	20 working days

8
12
A.C.D.

25 year	25 working days
30 year	30 working days
35 year	35 working days
40 year	40 working days
45 year	45 working days

10.2 In addition to the above, an employee shall be entitled to a 14th cheque for continuous employment on 30, 35, 40 and 45 years.




11 OVERTIME

11.1 An employee shall be entitled to paid overtime when he is requested by written instruction by the Municipal Manager or the employee's superior to perform duty outside his normal working hours.

11.2 Overtime is generally regulated in the BCEA (*Section 10*) and these provisions should govern overtime payment.

11.3 Overtime shall be paid or time-off granted to all employees except senior managerial employees as defined in the BCEA and employees earning in excess of the threshold as determined from time to time.

11.4 Employees on standby in terms of clause 9 shall receive overtime payment when called out irrespective of the statutory threshold.




13
A.C.I

12 DISPUTE ABOUT IMPLEMENTATION AND APPLICATION OF THIS AGREEMENT

12.1 Any person or party may refer a dispute about the interpretation or application of this collective agreement to the Regional Secretary of the Council.

12.2 The Regional Secretary shall in the event of a dispute not being resolved:

12.2.1 Appoint a conciliator from the appropriate panel of conciliators, (doing so as far as possible on a rotational basis) or if the dispute remains unresolved;



12.2.2 Refer the dispute to arbitration.

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

12.4 If the dispute is referred to arbitration, the Regional Secretary shall appoint an arbitrator from the appropriate panel of arbitrators, doing so as far as possible on a rotational basis.

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

12.6 The arbitrator shall:


S
14
A-C-1


12.6.1 Endeavour to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated; and

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

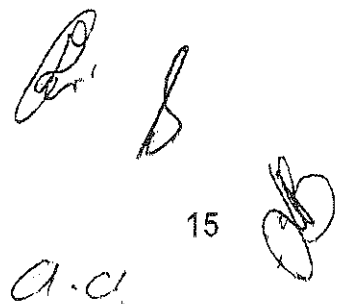
12.7 The arbitrator may make any appropriate arbitration award in terms of the Act that gives effect to the collective agreement.

13 EXEMPTIONS

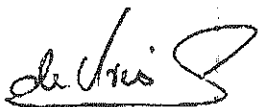
13.1 Any person bound by this agreement shall be entitled to apply for exemption from this agreement.

13.2 All applications for exemption from any provisions of this agreement must be in writing and lodged with the Regional Secretary.

13.2.1 Such applications shall be regulated by the EXEMPTIONS FROM NON-WAGE COLLECTIVE AGREEMENTS OF THE SALGBC WESTERN CAPE Collective Agreement.

Handwritten signatures and initials, including a large signature at the top, a smaller signature below it, and the initials 'a.c.' at the bottom left.


SIGNED AT BELLVILLE ON THE 4th DAY OF JUNE 2009.



MEMBER OF THE COUNCIL
(REPRESENTING SALGA)



MEMBER OF THE COUNCIL
(REPRESENTING IMATU)



MEMBER OF THE COUNCIL
(REPRESENTING SAMWU)



REGIONAL SECRETARY OF THE COUNCIL