

**COLLECTIVE AGREEMENT FOR THE
IMPLEMENTATION OF A LOCAL
LABOUR FORUM AND DIRECTORATE
LABOUR COMMITTEES**

BETWEEN

THE CITY OF CAPE TOWN (“The City”)

AND

**THE INDEPENDENT MUNICIPAL AND
ALLIED TRADE UNION (“IMATU”)**

AND

**THE SOUTH AFRICAN MUNICIPAL
WORKERS UNION (“SAMWU”)**

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1. INTRODUCTION AND GENERAL PRINCIPLES

- 1.1 The parties recognise that the way in which the currently established Local Labour Forums in the City are operating needs to be re-organised pursuant to giving effect to the provisions of Part C, Section 2, Clause 2.8 of the Main Collective Agreement of the SALGBC.
- 1.2 The parties recognise as the purpose of this agreement, to regulate the relationship between the City, its Departments and the Unions and for this purpose to establish an overarching (Metro-wide) central Local Labour Forum to deal with issues specific to the whole City and/or its Directorates and Directorate Labour Committees to deal with issues specific to Departments.
- 1.3 All parties re-affirm their fundamental belief in dialogue, discussion, consultation and negotiation as being the preferred method of conducting employment relationships and or addressing issues between themselves;
- 1.4 The parties commit themselves to abide by the procedures set out in this and related agreements in a spirit of respect and mutual understanding and shall use their best endeavours to ensure that this Agreement is fully understood and adhered to by their respective constituencies.
- 1.5 The Employer undertakes not to victimise or intimidate in any manner whatsoever any employee by virtue of his membership of a union or by virtue of his role and responsibilities as a Shop Steward/Representative. The Unions undertake to ensure that employees, including managers, are not in any way intimidated or victimised by members of the Unions or Union Officials.
- 1.6 The Employer recognises that Unions have a right to manage and conduct their own affairs in accordance with their constitutions and policies and to represent the interest of their members.
- 1.7 The Unions recognise the rights and responsibilities of the Employer to manage, direct, control and execute the affairs of the City of Cape Town, subject to relevant and applicable laws, Council Policies and Resolutions, business principles and general Conditions of Service.

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- 1.8 Employer and Union representatives shall be duly authorised to represent their respective Constituencies at the Local Labour Forum and Directorate/Labour Committees and, subject to the relevant Parties' mandating processes or delegation system, to bind the City and/or Department/s and the Unions by resolution or in written agreements.
- 1.9 The parties declare their joint commitment to the common objectives of the sustainability and maintenance of industrial peace, the maintenance of safe and healthy work standards, to further the objectives and purpose of the City and the fair treatment of all employees.
- 1.10 The Parties recognise the importance of behaving and conducting themselves during the meetings of the Local Labour Forum and Directorate Labour Committee meetings in a manner that shows mutual respect for each other, the Chairperson and the meeting.
- 1.11 The parties recognise the importance of attending all scheduled and extraordinary meetings of the Local Labour Forum and respective Directorate Labour Committee meetings, as may be required from time to time, and to be punctual at all times.

2. SCOPE AND APPLICATION

The terms of this Agreement shall be observed in the City of Cape Town and binds the Employer and its Employees and the Trade Unions and its members.

3. PERIOD OF OPERATION

This Agreement shall come into operation in respect of the Parties to this Agreement upon signature thereof and shall remain in force for a trial period of 6 (six) months, which period shall be determined by resolution of the Parties in the Bargaining Committee of the SALGBC Western Cape Metro Division.

4. DEFINITIONS

In this agreement, unless the context indicates otherwise:-

“Agreement” means any other written binding agreement entered into between the Parties signatory to this agreement.



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“Constituency”	means, in the instance of the Union, the area for which a Representative/ Shop Steward has been elected to represent the Trade union.
“Department”	means a department within a Directorate as per the City's organisational structure.
“Directorate”	means a cluster of departments as per the City's organisational structure.
“Directorate Labour Committee”	means a committee consisting of Representatives of Directorates and the Shop Stewards appointed by the Unions to serve on such committees.
“Employer”	means the City Of Cape Town.
“Employee(s)”	mean employees of the City Of Cape Town.
“IMATU”	means the Independent Municipal and Allied Trade Union
“Parties”	mean SAMWU , IMATU and the City Of Cape Town.
“Resolution”	means a resolution as contemplated in the Main Collective Agreement
“SAMWU”	means the South African Municipal Workers Union.
“Senior Officials”	means relevant Officials on post levels 1 – 4 within the respective Departments who have the authority to take decisions in respect of their functional areas
“The Main Agreement”	means the Main Collective Agreement of the SALGBC together with any amendments thereto.
“Trade Unions”	mean SAMWU and IMATU.

5. LOCAL LABOUR FORUM

5.1 In terms of the provisions of Part C - Clause 2.8.1 of the Main Agreement, a Local Labour Forum (LLF) is herewith established within the City.

5.2 The composition, powers and functions, meeting procedure and establishment of sub-committees of the LLF shall be as determined in Part C – clause 2.8 of the Main Agreement and the following provisions shall also apply.

5.3 The LLF shall deal mainly with City-wide issues and/or Directorate issues (cross-cutting or generic issues)

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5.4 Items submitted by any Party for consideration by the LLF must be submitted in writing at least 14 days prior to the date of the meeting and contain relevant information and/or documentation to enable Parties to give full consideration thereto prior to the meeting.

5.5 Minutes of meetings of the LLF shall be kept and all decisions shall be recorded as a resolution of the LLF, save that any Party may request that a particular position is recorded in the minutes.

5.6 Only agreements entered into by the Parties and duly ratified (either in terms of the Employer's system of delegations, or by the Trade Unions' Principals or the provisions of the SALGBC Constitution, as the case may be) will be of force and effect.

5.7 The Trade Unions shall have equal representation on the LLF.

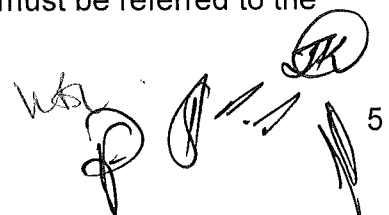
5.8 The Employer will provide secretarial/logistical support for the LLF meetings and agendas must be sent to Parties at least 7 days prior to the date of the meeting.

5.9 The quorum for meetings of the LLF shall be at least 50% (fifty percent) of the Representatives of each of the Employer Party on the one hand and the Trade Union Parties on the other hand. If, within 30 (thirty) minutes from the time fixed for any meeting, the meeting does not quorate, the meeting shall be adjourned to 14 (fourteen) days after the meeting and the Representatives present at the adjourned meeting shall form a quorum.

6. DIRECTORATE LABOUR COMMITTEES

6.1 Each Directorate shall establish a Directorate Labour Committee to bargain on matters of mutual concern which are specific to Departments in the Directorate, unless it is agreed between the Parties in terms of clause 10.2 that 1 or more Directorates will be combined to form as single Directorate Labour Committee.

6.2 Issues that are allocated for consultation and/or bargaining in terms of the Bargaining Levels Agreement and Local Labour Forum provisions of the Main Agreement to structures of the Bargaining Council or Local Labour Forum may not be dealt with in Directorate Labour Meetings and must be referred to the



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correct forum through the appropriate channels, unless such matters are specifically referred to the Directorate Labour Committee/s by the LLF.

6.3 The Directorate Labour Committees shall consist of Senior Officials from the Employer and Shop Stewards from each of the Trade Unions who represent the Constituencies within the Directorate, provided that the total composition of any Committee may not exceed 12 on either of the Employer or Trade Union side.

6.4 Executive Directors of the Employer shall attend at least one meeting per annum and Directors shall attend at least 50% of the meetings per annum

6.5 A Union Official and an Official from the Collective Bargaining Unit may only attend the meetings of the Directorate Labour Committees to deal with prior identified items of a technical nature.

6.6 The Directorate Labour Committee will be chaired on an annual rotational basis between the Employer and Trade Unions

6.7 The Directorate Labour Committees shall meet at least once a month unless by mutual agreement of the Parties it is agreed to meet more often or not to meet during a specific month.

6.8 Any party, for reasons of urgency, may call special meetings of the Directorate Labour Committee on 48 hours' written notice to the Chairperson but must show reasons for the urgency and at the time of the request agree on the items for the agenda of the special meeting. The Party calling for the special meeting must provide relevant information and/or documentation to enable Parties to give full consideration thereto prior to the meeting.

6.9 The minutes of all meetings of Directorate Labour Committees must be submitted to the LLF for information.

6.10 The provisions of clauses 5.4, 5.5, 5.7 and 5.8 shall apply *mutatis mutandis* to DLCs

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7. TIME-OFF TO PREPARE FOR MEETINGS AND ATTENDANCE AT MEETINGS

7.1 The Trade Unions' delegations to the LLF and the Directorate Labour

Committees shall be granted time-off from 12pm on an afternoon prior to a scheduled meeting to prepare for the meeting. The Unions will advise, at least 3 days prior to the meeting, the Secretariat of the LLF or the relevant Directorate Labour Committee of the date on which the time-off will be taken in order that the relevant Line Management may be informed timeously.

7.2 For purposes of attendance of any LLF or Directorate Labour Committee,

Representatives at preparation meetings or the scheduled meeting itself will be deemed to be on duty and their absence shall accordingly be recorded as "off-site" in the time and attendance system.

8. DISPUTE ABOUT INTERPRETATION OR APPLICATIONS OF THE AGREEMENT.

8.1 Where the provisions of this Agreement is in conflict with the Main Agreement the provisions of the Main Agreement will apply *mutatis mutandis*

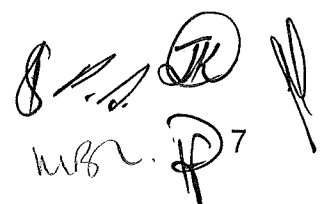
8.2 Any party may refer a dispute about the application or interpretation of this Agreement to the Secretary of the MBC.

8.3 The Secretary of the MBC shall determine whether the dispute is in conflict with the Main Agreement and in which case the provisions of Part G of the Main Agreement will apply *mutatis mutandis*.

8.4 In the event that the dispute falls within the jurisdiction of the MBC, the provisions of Part G, read as if it applies to the Western Cape Metro Division, shall apply.

9. WHOLE AGREEMENT/AMENDMENT OF AGREEMENT

9.1 This Agreement must be read in conjunction with the Main Collective Agreement and in particular Part C – Section 2.8, which is annexed hereto, and this Agreement together with the annexure forms the whole Agreement.

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9.2 This agreement constitutes the entire Agreement and no amendments to this or other written agreement(s) entered into by the Parties in terms of this agreement shall have any effect or force unless reduced to writing and signed by all Parties

10. TRANSITIONAL PROVISIONS AND IMPLEMENTATION

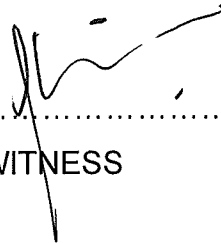
10.1 The first meeting of the LLF shall be called within 30 days of all Parties appointing their Representatives to the LLF.

10.2 The LLF will co-ordinate the establishment of the Directorate Labour Committees which will then meet within 30 days after such establishment.

Signed by the duly authorised Representatives of the Parties on *10 DECEMBER 2014*



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For THE CITY OF CAPE TOWN
Name: *ROGER LESLIE FALKEN*



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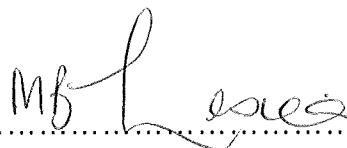
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For IMATU
Name: *MZIWONIKE SEBERO*



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WITNESS



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For SAMWU
Name: *JONATHAN KRAKRI*



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SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

(hereinafter referred to as "the Council")

MAIN 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")

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")

PART C – Procedural Matters

SECTION 2. ORGANISATIONAL RIGHTS

2.8 LOCAL LABOUR FORUM

2.8.1 Composition

2.8.1.1 At every employer a Local Labour Forum shall be established with equal representation from the trade unions and the employer.

2.8.1.2 The trade unions' representation shall be divided in proportion to their respective membership in that employer.

2.8.1.3 Employer representatives shall consist of Councillors and of Management (as set out in clause 2.4.2.1) provided that Councillors make up no less than one-third of the delegation.

2.8.1.4 Up to 2 (two) trade union officials or office bearers may attend such meetings with prior notice to the employer and up to 2 (two) SALGA representatives may attend with prior notice to the trade unions.

2.8.1.5 In metropolitan areas the metropolitan division of the Council shall not serve as the Local Labour Forum and shall establish Local Labour Forums at a

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departmental or other suitable level as maybe decided by that division of the Council

2.8.1.6 The representatives on each side in each employer shall be constituted locally on the following basis by combining the membership of the trade unions:

2.8.1.6.1 up to 75 members: a committee of 3-a-side;

2.8.1.6.2 from 76 to 250 members : a committee of 5-a-side;

2.8.1.6.3 from 251 to 500 members : a committee of 8-a-side;

2.8.1.6.4 from 501 to 1 000 members : a committee of 10-a-side; and

2.8.1.6.5 more than 1 000 members : a committee of 12-a-side.

2.&2 Powers and Functions

2.8.2.1 The Local Labour Forum shall have the powers and functions of negotiating and / or consulting:

2.8.2.1.1 on matters of mutual concern pertaining to the employer and which do not form the subject matter of negotiations at the Council or its Divisions;

2.8.2.1.2 on such matters as may from time to time be referred to such forum by the Council or its Divisions;

2.8.2.1.3 provided that it may not negotiate on any matter, which has been reserved for exclusive bargaining in the Council or the Divisions;

2.8.2.1.4 concluding of Minimum Service Agreements.

2.8.2.2 Disputes over what is negotiable, what are the matters that are for consultation and over whether a specific process constitutes sufficient consultation are to be resolved through the dispute resolution mechanism of the Council.

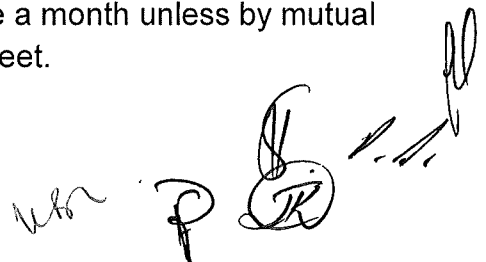
2.8.3 Meetings of Local Labour Forum

2.8.3.1 The position of chairperson and vice-chairperson of the meeting shall rotate annually between the Parties.

2.8.3.2 The chairperson and vice-chairperson shall be elected at the first meeting of the Year.

2.8.3.3 The Parties shall each have a delegation leader who shall ensure order within his or her delegation.

2.8.3.4 Local Labour Forums shall meet at least once a month unless by mutual agreement of the Parties it is agreed not to meet.

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2.8.3.5 The agenda for any ordinary meeting shall be jointly compiled through consultation with all parties 7 (seven) days prior to the ordinary meeting date provided that new items may be raised in any meeting under adoption of agenda if they are of an urgent nature.

2.8.3.6 Any Party, for reasons of urgency, may call special meetings of the Local Labour Forums on 48 hours' notice.

2.8.4 Sub-Committees of Local Labour Forums

2.8.4.1 The composition of sub-committees of Local Labour Forums shall be in compliance with those provisions governing the Local Labour Forum provided that by mutual agreement, up to 2 (two) technical advisors per Party may be invited by the Party concerned where the topic is such as to warrant their presence.

2.8.4.2 A Local Labour Forum shall consider the establishment of the following sub-committees for purposes of preparatory consultation:

2.8.4.2.1 Human Resources Development Committee, which shall be responsible for consultation and technical preparatory work on education and training, employment equity and all such other related human resources issues;

2.8.4.2.2 Workplace and Services Restructuring Committee, which shall deal with all proposed changes relating to any service restructuring including the introduction of new technology, proposals for privatisation or alternative methods of service delivery or other work re-organisation proposals;

2.8.4.2.3 Basic Conditions Committee, which shall deal with any other matters relating to working conditions, arrangement of working hours, health and safety proposals.

2.8.4.3 Should any Local Labour Forum decide that sub-committees are either unnecessary or that some additional sub-committees are required, they may so disestablish or establish, such sub-committees as the case may be.

2.8.4.4 The number and nature of sub-committees shall be reported to the relevant division of the Council on a quarterly basis.

2.8.4.5 The locus of the negotiation of agreements and legally required consultation on all matters is the Local Labour Forum and it may not divest or delegate such power to a sub-committee.

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