

**SOUTH AFRICAN LOCAL GOVERNMENT
BARGAINING COUNCIL (GAUTENG DIVISION)**

(Hereinafter referred to as "the SALGBC")

**DIVISIONAL CONDITIONS OF SERVICE
COLLECTIVE AGREEMENT**

In accordance with provisions of the SALGBC Main Collective Agreement, 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")

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1. SCOPE OF APPLICATION

1.1. The terms of the Collective Agreement shall be observed in the Local Government Undertaking in the GAUTENG PROVINCE of the Republic of South Africa by all employers and by all employees who fall within the registered scope of the Gauteng Division of the SALGBC.

2. EXCLUSION/S FROM THIS AGREEMENT

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

3. PERIOD OF OPERATION


3.1. Notwithstanding the date of signature, this Agreement shall come into operation in respect of the parties to the Agreement, on the 1st July 2019 and shall remain in force until 30th June 2024.

3.2. This Agreement shall come into operation in respect of non-parties, on a date to be determined by the Minister of Labour and shall remain in force until the 30th June 2024.

4. OBJECTIVES

4.1. To establish common and uniform conditions of service for employees within the registered scope of the Council, and restricted to the Gauteng Division of the SALGBC, and to replace all existing conditions of service referred to herein that are less favourable to the agreed minimum conditions set out and to retain all conditions that are above the minimum set conditions;

4.2. The parties have reached an agreement on a number of matters delegated to them in terms of the SALGBC Main Collective Agreement, and wish to record the terms and conditions of their agreement as follows:

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5. DEFINITIONS

5.1. All expressions used in this Agreement which are defined in the Labour Relations Act, 1995, Basic Conditions of Employment Act and SALGBC Main Collective Agreement, shall bear the same meaning as in the Act and, unless contrary intention appears;

5.2. Words importing the masculine gender shall include the feminine, and *vice versa*;

5.3. Unless the contrary intention is stated or it is obvious from the context, words or expressions defined in the "Acts" that are used in this agreement will have the same meaning as in the Act, Basic Conditions of Employment Act and SALGBC Main Collective Agreement;

5.3.1 "Acting Allowance" means the monetary payment to an employee for performing duties of a higher graded post on a temporary basis and in terms of the relevant policy or clause in this Agreement.


5.3.2 "Act" means the Labour Relations Act, No 66 of 1995, as amended;

5.3.3 "Annual Leave cycle" means a period of twelve (12) month's employment with the same employer, immediately following an employee's commencement of employment or following the completion of that employee's existing leave cycle;


5.3.4 "Basic Conditions of Employment Act (1997)" means the Basic Conditions of Employment Act No 75 of 1997;

5.3.5 "COIDA" The Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993);

5.3.6 "Continuous service" means the continuous period of employment from date of appointment and includes all periods of duly approved leave, periods of suspension and the period from date of completing of a service contract;

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- 5.3.7 "Council"** The Gauteng Division of the South African Local Government Bargaining Council;
- 5.3.8 "Day"** means a calendar day;
- 5.3.9 "Employee"** means a person employed by the Employer and shall include a permanent employee or an employee as defined by the Act;
- 5.3.10 "Employer or Employers"** refers to municipalities that fall under the jurisdiction of the Gauteng Division of the SALGBC
- 5.3.11 "Executive Committee"** means the Executive Committee of the Gauteng Division of the SALGBC;
- 5.3.12 "IMATU"** means the Independent Municipal and Allied Trade Union;
- 5.3.13 "Local Government Undertaking"** means the undertaking in which the employer and employees are associated for the institution, continuance or finalization of any act, scheme or activity undertaken by a Municipality or municipal entities as established in terms of the Local Government Municipal Systems Act, (32 of 2000)
- 5.3.14 "Long Service Bonus"** means remuneration and / or leave in respect of years of service
- 5.3.15 "Municipality"** means a metropolitan, local or district municipality established in terms of section 12 of the Municipal Structures Act;
- 5.3.16 "Night Work"** means work done between 6pm and 06am;
- 5.3.17 "Overtime"** means the time that an employee works during a day or a week in excess of ordinary hours of work;
- 5.3.18 "Parties"** means IMATU, SALGA and SAMWU;
- 5.3.19 "Post"** means a position on employer's approved organizational structure to which specific duties are coupled;
- 5.3.20 "Public holiday"** means a public holiday as promulgated in the Public Holidays Act, 1994 (Act 36 of 1994);

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- 5.3.21 "SALGA"** means the South African Local Government Association;
- 5.3.22 "SALGBC"** means the South African Local Government Bargaining Council;
- 5.3.23 "SALGBC Main Collective Agreement"** means the main collective agreement of the Central Council of the SALGBC;
- 5.3.24 "SAMWU"** means the South African Municipal Workers Union;
- 5.3.25 "Special Leave"** means leave in addition to normal leave;
- 5.3.26 "Special Leave Dispensation Committee"** means a committee established to handle leave applications for employees who are on employee-wellness programmes;
- 5.3.27 "Trade Unions"** means the South African Municipal Workers Union and the Independent Municipal and Allied Trade Unions duly registered trade unions as contemplated in the Labour Relations Act, 1995 (Act 66 of 1995);
- 5.3.28 "Year"** means the period 1 January to 31 December unless indicated otherwise by the context;


6. LEAVE

6.1 SPECIAL LEAVE

6.1.1 ISOLATION / QUARANTINE

6.1.1.1 An employee(s) shall be granted paid special leave for the *duration specified* provided that a valid Medical Certificate issued by a registered Medical Practitioner placing the employee(s) under isolation or quarantine, in terms of the Public Health Act (Act 61 of 2003), regulations promulgated thereunder or Regulations regulating Communicable Diseases.

6.1.1.2 Municipal employees who are on the Municipality's Employee Wellness Programme shall be managed by a Special Leave Dispensation Committee.

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6.1.1.3 Employees suffering from chronic diseases shall be granted additional sick leave in compliance with the policy related criteria and procedures.


6.1.1.4 Employees who are required to attend the above mentioned in their personal capacity shall be required to apply for special leave.

6.2 SPECIAL SICK LEAVE FOR INJURY ON DUTY CASES AND OCCUPATIONAL DISEASES

6.2.1 An employee who is absent from duty due to an injury arising out of his 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/she is unfit to perform his/her duties.

6.2.2 If the case falls within the ambit of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), the amount payable to him/her in terms of COIDA by means of periodic payments of his/her monthly earnings, shall be paid over to the municipality, provided that the Employer has already advanced an amount to the employee.

6.2.3 Special sick leave may only be granted, if the employer was notified of an accident or disease as required in terms of Sections 38 and 68 of Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), and that a valid medical certificate from a registered Medical Practitioner is submitted to the employer.

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6.3 GENERAL SPECIAL LEAVE ARRANGEMENTS

6.3.1 Special leave on full pay shall be granted to an employee subject to submission of supporting documents if the employee:

6.3.1.1 Gives evidence in a Court case after being served with a Subpoena and or Summons. Upon submission of a written Subpoena, confirmation or Notice of set down, either in Court, Department of Labour, CCMA, SALGBC or any other legal processes, the Employer shall grant paid time off to the employee to attend the said proceedings.

6.3.1.2 In executing the provisions of paragraph 6.3.1.1 above; Subpoenaed employees shall obtain prior approval from their Line Managers to leave their work stations. The permission may not be unreasonably withheld.

6.3.1.3 Special leave on full pay may be granted to an employee to enable such employee to take part in a bona fide sports event representing South Africa as a selected member or official.


6.3.1.4 Special leave will be granted to an employee who has been arrested and later acquitted or charges are withdrawn against him/her.

6.3.1.5 Employees who are employed on a part-time basis to officiate during national, provincial and local government elections shall be granted paid special leave for the duration of the elections as specified in the letter of appointment issued by the Independent Electoral Commission of South Africa (IEC).

6.3.2 Special leave on full pay shall be granted to an employee if the employee:

6.3.2.1 Writes an examination prescribed or approved by the employer, on the basis of one (1) day special leave for each day that the employee writes

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an examination plus an equivalent number of days for preparation for examination.

- 6.3.2.2** Is elected by any SASCOC and or recognized sports association to participate on Local, Provincial, National or International level in any SASCOC and or recognized sports event as either player, coach or manager, which special leave shall be granted for the duration of the event;
- 6.3.2.3** Has been admitted to an undergraduate course and is required to attend classes, provided that the leave days granted do not exceed 160 hours per annum;
- 6.3.2.4** Has been admitted to a postgraduate course requiring research, provided that the leave days granted do not exceed 160 hours per annum;
- 6.3.2.5** All applications for paid special leave must be accompanied by the necessary supporting documentation from the employee.

6.4 ADDITIONAL PAID SICK LEAVE

6.4.1 In addition to the sick leave specified in the Main Collective Agreement, Part B, and clause 3.2, the following special leave will apply:

6.4.1.1 An Employee is entitled to a further 40 working days on full pay per sick leave cycle of 36 months;

6.4.1.2 If the maximum period of sick leave to which an employee is entitled has been granted to him/her, and owing to reasons of health, he/she is not able to resume duty, the following shall apply: -

6.4.1.2.1 An employee to whom the maximum period of full pay sick leave and in terms of clause 6.4.1.2 above, has exhausted all sick leave days and the employee or the employer has applied for a medical boarding, the employer shall grant such employee additional sick leave days without pay, and the

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employee must be examined by a registered Medical practitioner or registered Traditional healer appointed by the employer.

6.4.1.2.2 The cost of such examination shall be borne by the employer. An employee whose sick leave is exhausted and who has annual leave available, may elect to take annual leave instead of unpaid sick leave.

7 ALLOWANCES

7.1 ACTING ALLOWANCE

7.1.1 If an employee, acts in a higher post for a period of not less than ten (10) working days, an acting allowance equal to the difference between his/her salary and the minimum notch of the salary scale pertaining to the post in which he/she is acting shall be paid to such employee in addition to his/her salary for the period during which he/she is acting.


7.1.2 When an employee is appointed 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:

7.1.2.1 Total remuneration package of Section 56 or 57 x 60% Minus Annual Basic salary of the acting incumbent divided by 12.

7.1.2.2 When an employee is appointed to act in a senior post for a period ten (10) or more working days, an acting allowance at an annual rate equal to the difference between an employee's salary and the commencing notch of the salary of the post in which he/she acts, shall be paid to such employee in addition to his/her salary in respect of the period in which he/she acts, provided that:

7.1.2.2.1 The employee has been duly appointed in writing by the Municipal Manager (or his assignee) to act in the higher post.

7.1.2.2.2 Acting appointments to vacant posts must not exceed 3 (three) months.

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7.1.2.2.3 Vacant posts on a Municipality's permanent staff establishment should be filled within (six) months of the vacancy arising, unless there is a compelling reason not to do so.

7.1.2.2.4 Unless operational requirements dictate otherwise, acting appointments should be confined to employees reporting directly to the applicable acting position. In the event that there is more than one employee on the same level, the employees shall act on rotational basis.


7.1.3 In the event that an employee's salary is equal to or higher than the commencing notch of the salary scale of the post in which he/she is due to assume an acting position, an acting allowance fixed at 12,5% of the employee's basic salary be paid, whichever is the greater allowance.

7.1.4 No employee shall be appointed to act in a position that requires an incumbent to have a specific qualification or legal registration, if such employee does not have the requisite qualification or legal registration. For example, no employee shall act in a position requiring a driver's license if the employee does not have a valid driver's license.

7.2 NIGHT WORK ALLOWANCE

7.2.1 A night work allowance of 14% of the hourly rate, which shall be in the form of a shift allowance, shall be payable to an employee performing night work as envisaged in Section 17 of the Basic Conditions of Employment Act, 75 of 1997;

7.2.2 The provisions governing night work, as set out in the Basic Conditions of Employment Act (No 75 of 1997): Night work is regarded as an employee working from 18:00 till 06:00, the next day will apply.

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7.3 OVERTIME/STANDBY ALLOWANCE

- 7.3.1** The provisions governing overtime, as regulated by the Basic Conditions of Employment Act (No 75 of 1997), will apply;
- 7.3.2** Overtime should be approved by the Municipal Manager or his/her Delegated Person in writing prior to the overtime being worked;
- 7.3.3** In terms of the Ministerial Determination, persons earning over the threshold amount does not have a legal right to demand payment in respect of overtime. The employer must however in determining the hours of work of the employee earning above the threshold take into consideration section 7 of the Act.
- 7.3.4** When an employee, by resolution of the Municipality, makes himself/herself available on a stand-by basis for active overtime service outside normal working hours, he/she shall also be entitled to a stand-by allowance calculated on the following basis:


- 7.3.4.1** The standby allowance shall be as per the following rate:

Weekdays: R 146.89

Saturdays: R 206.21

Sundays: R 274.95

- 7.3.5** An employee on stand-by duty called out to perform actual work shall be paid at the appropriate rate of overtime as determined by the Basic Conditions of Employment Act, 75 of 1997.

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8 LONG SERVICE BONUS

8.1 In addition to normal leave an employee shall qualify for the following additional leave as recognition for service at the same employer, after completing the period(s) of continuous service, as follows:

After 10 years' service – 10 working days

After 15 years' service – 15 working days

After 20 years' service – 20 working days

After 25 years' service – 25 working days

After 30 years' service – 30 working days

After 35 years' service – 30 working days

After 40 years' service – 35 working days

After 45 years' service – 35 working days

8.2 An employee may choose to either utilize the leave as annual leave or encash such leave.


8.3 The long service recognition leave may be wholly or partially converted to payment on the date on which the employee qualifies for it or at any stage thereafter, subject to budget provisions.

8.4 When an employee terminates services, long service recognition leave balance does not form part of the overhead maximum of forty-eight (48) days leave that may be paid out as per the Main Collective Agreement.

8.5 The initial date of permanent appointment of an employee shall be maintained for the purposes of determining the actual service period of the employee and for the calculation of the long service bonus.

9 EMERGENCY WORK

9.1 If necessitated by extraordinary or unforeseen urgent circumstances, Employees may be required to perform duties other than their normal duties,

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whether during or outside their normal working hours, which duties may only be associated with emergency and disaster conditions, the maintenance of essential municipal infrastructure and the rendering of essential services;

9.2 The period of rendering such duties may however not exceed three (3) months and any employee required to perform such duties shall be compensated as follows:

9.2.1 Mondays to Saturdays – 1,5 x normal rate of pay;

9.2.2 Sundays and Public Holidays – 2 x normal rate of pay;

10 WORKING HOURS

10.1 All employees including Security personnel and Emergency personnel (excluding Section 56 & 57 managers), shall work a 40 hour working week.

11 LEGAL INDEMINIFICATION

11.1 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/her duties or the exercise of his/her powers, the Municipality shall:

11.1.1 In the case of a civil claim or civil proceedings, the Municipality shall, indemnify the employee in respect of such claim or proceedings and: -

11.1.1.1 Provide for the legal representation of such employee at the cost of the Municipality or undertake to pay his/her taxed party-and- party costs; and;

11.1.1.2 Settle the claim and pay any amount due in terms of such settlement, or

11.1.1.3 Pay any order made by a Court against him/her.

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11.1.2 Legal representation cost must relate to a matter that arises from the performance by the employee of his/her functions.

11.1.3 The legal representation costs must be in respect of the legal proceedings that have been, or may be, commenced;

11.1.4 In performing his/her functions to which the legal representation relates, the employee must have acted in good faith, and must not have acted unlawfully or in a way that constitutes improper conduct.

11.2 In the case of criminal proceedings, the Municipality shall, indemnify him/her in respect of possible fines and his/her legal costs therein or provide for his/her legal representation at the cost of the Municipality.

11.3 The Municipality reserves the right thereafter to investigate and take the necessary action provided it is within the legal framework.

11.4 An outright indemnity shall be granted to any employee becoming involved in any legal proceeding relating to specialist tribunals adjudicating a labour dispute, which may be the CCMA or SALGBC if the employer is satisfied that, based on the *prima facie* evidence available at the time, the employee acted in good faith and in the performance of his/her duties.

11.5 Any employee so indemnified, shall also be entitled to appropriate legal representation provided by the employer at the employer's cost.

12 EMPLOYEES NOT ENTITLED TO BECOME SHOPSTEWARDS

12.1 The parties agree that this chapter of the Conditions of Service shall be negotiated and concluded by not later than the 30th of September 2019;

13 DISPUTES REGARDING THE INTERPRETATION AND APPLICATION OF THIS AGREEMENT

13.1 Any person or party may refer a dispute about the interpretation or application of this collective agreement to the Executive Committee of the Gauteng Division,

of the SALGBC.

13.2 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:

13.2.1 Appoint a Conciliator from the appropriate panel of Conciliators within 14 days;

13.2.2 Refer the dispute to Arbitration.

13.3 Once a Conciliator is appointed, the Regional Secretary shall decide the date, time and venue of the Conciliation meeting and shall serve notice of these particulars on the parties to the dispute.

13.4 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;

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

13.6 The Arbitrator shall

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

13.6.2 If the dispute remains unresolved, resolve the dispute through Arbitration.

13.7 The arbitrator may make any appropriate Arbitration Award in terms of the Act that gives effect to the collective agreement.

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14 EXEMPTIONS

- 14.1 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.
- 14.2 All applications for exemption from any provisions of this agreement shall be dealt with in terms of the Exemptions Provisions of the Main Collective Agreement, with the requisite changes as informed by the context.

15 ENFORCEMENT OF THIS COLLECTIVE AGREEMENT

- 15.1 Despite any other provision in the Act, the Gauteng Division of the SALGBC shall monitor and enforce compliance of this Collective Agreement in terms of Section 33A of the Act.

SIGNED BY THE PARTIES AT **VANDEBIJLPARK** ON THIS THE **30TH** DAY OF **AUGUST 2019**.



MR. THEMBA NXUMALO (as delegated by the Provincial Director of Operations: SALGA Gauteng)

(REPRESENTING SALGA)

MEMBER OF THE GAUTENG DIVISION OF THE SALGBC

(REPRESENTING IMATU)



MR. BAFANA ZUNGU (as mandated by Provincial Executive Committee of SAMWU Gauteng)

(REPRESENTING SAMWU)



MS. MARTHA NDULI (REGIONAL SECRETARY)

(REPRESENTING GAUTENG SALGBC)