



SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

NORTHERN CAPE/FREE STATE REGIONAL OFFICE

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27 July 2021

TO: ALL MUNICIPAL MANAGERS

CC: The Provincial Secretary SAMWU
The Regional Manager IMATU
The Provincial Director of Operations SALGA

Sir/Madam,

CIRCULAR NO.1/2021: COLLECTIVE AGREEMENT ON FULL TIME SHOP STEWARDS FOR THE NORTHERN CAPE DIVISION OF THE SALGBC.

The parties, SALGA, SAMWU and IMATU in the Northern Cape Division, has during the executive committee meeting held 19 July 2021 in Upington concluded and signed a new collective agreement on Full Time Shop Stewards for the Northern Cape Division of the SALGBC.

This collective agreement will operate with effect from 01 August 2021 and will terminate 30 June 2026.

Find attached the signed copy of the Collective Agreement on Full Time Shop Stewards for the Northern Cape Division of the SALGBC.

Copy of this collective agreement can also be accessed from the SALGBC website www.salgbc.org.za.

Yours faithfully



Thabiso Mqobongo
Regional Secretary

Address correspondence to the Regional Secretary

**THE SOUTH AFRICAN LOCAL GOVERNMENT
BARGAINING COUNCIL**

(Hereinafter referred to as "the Council")

**COLLECTIVE AGREEMENT ON
FULL TIME SHOP STEWARDS FOR THE
NORTHERN 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")

Collective Agreement on Full Time Shop Stewards for the Northern Cape Division of the SALGBC
01 August 2021 to 30 June 2026

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1. SCOPE OF AGREEMENT

- 1.1 The terms of this Collective Agreement shall be observed in the Local Government Undertaking in the Northern Cape Province of the Republic of South Africa by all employers and by all employees who fall within the registered scope of the Northern Cape Division of the SALGBC.

2. OBJECTIVE

To determine the boundaries within the area of jurisdiction of the Northern Cape Division of the SALGBC in order to determine the number of Full Time Shop Stewards of IMATU and SAMWU.

3. PERIOD OF OPERATION

- 3.1 This Agreement shall come into operation in respect of the parties to the Agreement, on **01 August 2021** and shall remain in force until **30 June 2026**.

4. DEFINITIONS

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

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

- 4.3.2 *“Employer or Employers”* refers to employers/municipalities within the registered scope of the Northern Cape Division of the SALGBC;
- 4.3.3 *“IMATU”* means the Independent Municipal and Allied Trade Union;
- 4.3.4 *“Municipality”* means a local or district municipality established in terms of the Municipal Structures Act;
- 4.3.5 *“SALGA”* means the South African Local Government Association;
- 4.3.6 *SALGBC”* means the South African Local Government Bargaining Council;
- 4.3.7 *“SAMWU”* means the South African Municipal Workers' Union;
- 4.3.8 *“Trade Union”* means either IMATU or SAMWU;

5. BOUNDARIES TO DETERMINE THE NUMBER OF FULL TIME SHOP STEWARDS

5.1 The ratio of full-time shop stewards to members will be the following:-

5.1.1 At every workplace in which the trade union concerned has 1000 (One thousand) members, such trade union shall be entitled to one full-time shop steward, provided that for every additional 1000(one thousand) members such trade union shall be entitled to one additional full-time shop steward. Where a workplace falls within the geographical boundary of the Province, the total membership of the trade union concerned shall be allocated based on the total membership, provided that the membership of those workplaces that qualify for full time-shop stewards shall be excluded for that particular reason.

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- 5.1.2 Each Full Time Shop Steward's demarcated area shall consist of municipalities from one or more districts provided that each of the municipalities in the Full Time Shop Steward demarcated area shall share a boundary with at least one of the other municipalities in the demarcated area.
- 5.1.3 Based on the current membership figures IMATU will be entitled to **two** Full Time Shop Steward;
- 5.1.4 Based on the current membership figures SAMWU will be entitled to **four** Full Time Shop Stewards;
- 5.1.5 In the event that the Trade Union reach an additional 1 000 members they will qualify for an additional Full Time Shop Steward. The membership to be confirmed by the SALGBC that they indeed qualify.
- 5.2 The full-time shop steward shall also be provided, on request, with reasonable telephone, fax, filing and copying facilities, provided that the cost shall be borne by the employer(s) and relevant Trade Union Parties on the basis of a jointly agreed upon budget in terms of 5.3 hereunder. Thereafter, any excess amount shall be borne by the trade union concerned.
- 5.3 The employer will provide each Full Time Shop Steward in a workplace with a monthly budget for operational costs of R950-00 per month (telephone, fax costs, e-mail). If the R950-00 per month is exceeded then the union will carry the additional costs.
- 5.4 The amount mentioned at 5.3 above may be reviewed through collective bargaining at divisional level yearly.
- 5.5 The Trade Unions will provide computer, fax, printer and paper to the

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Full Time Shop Steward.

- 5.6 The employer will provide landlines for telephone and fax, an office and furniture on request to the Full Time Shop Steward for the purpose of interviewing members, meeting shop stewards and for storing documents.
- 5.7 The costs for calls made and faxes sent shall be catered for in the R950-00 provided for at 5.3 above.
- 5.8 The total remuneration package of the Full Time Shop Steward elected in terms of this agreement shall be shared proportionally by the municipalities within the boundaries as determined in this agreement.
- 5.9 The total remuneration package of the Full Time Shop Steward shall be as published under Government Notice No. 691 in Government Gazette 24889 of 23 May 2003 as applicable to the position they held at the time of election.

6. ENFORCEMENT OF THIS COLLECTIVE AGREEMENT

- 6.1 Despite any other provision in the LRA, the Northern Cape Division of the SALGBC shall monitor and enforce compliance of this collective agreement in terms of Section 33A of the LRA.
- 6.2 The Regional Secretary may issue a compliance order which will stipulate the alleged breach and shall clearly indicate that such breach be rectified within ten (10) days of receipt of such a compliance order.
- 6.3 The Northern Cape Division of the SALGBC may refer any unresolved dispute concerning compliance with any provision of this collective agreement to arbitration by an arbitrator appointed by the SALGBC.

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- 6.4 If a party to arbitration in terms of Section 33A is not a party to the SALGBC and objects to the appointment of an arbitrator in terms of clause 6.3, the Commissioner, on request by the SALGBC, must appoint an arbitrator.
- 6.5 If an arbitrator is appointed in terms of clauses 6.3 and 6.4 above:–
- 6.5.1 the SALGBC remains liable for the payment of the Arbitrator's fee; and
 - 6.5.2 the arbitration is not conducted under the auspices of the Commissioner.
- 6.6 An arbitrator conducting arbitration in terms of Section 33A of the LRA, read with the changes required by the context.
- 6.7 Section 138 of the LRA, read with the changes required by the context, applies to any arbitration conducted in terms of Section 33A.
- 6.8 An arbitrator acting in terms of Section 33A may make any dispute concerning the interpretation or application of a collective agreement.
- 6.9 An arbitrator conducting arbitration in terms of Section 33A may make an appropriate award, including:–
- 6.9.1 ordering any person to pay an amount owing in terms of a collective agreement;
 - 6.9.2 imposing a fine for a failure to comply with a collective agreement;
 - 6.9.3 charging a party an arbitration fee;
 - 6.9.4 ordering a party to pay the costs of the arbitration;
 - 6.9.5 confirming, varying or setting aside a compliance order issued by the General Secretary, Regional Secretary or his appointed

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designated agent in accordance with Subsection (2);

6.9.6 any award contemplated in Section 139 (9).

6.10 Interest on any amount that a person is obliged to pay in terms of this collective agreement accrues from the date on which the amount was due and payable at the rate prescribed in terms of Section 1 of the Prescribed Rate of Interest Act, 1975 (Act 55 of 1997), unless the arbitration award provides otherwise;

6.11 An arbitration award in an arbitration conducted in terms of Section 33A is final and binding and may be enforced in terms of Section 143 of the Act.

6.12 If an employer upon whom a fine has been imposed in terms of Section 33A files an application to review and set aside an award made in terms of Subsection (8), any obligation to apply a fine is suspended pending the outcome of the application.

7. DISPUTE REGARDING THE INTERPRETATION AND APPLICATION OF THIS AGREEMENT

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

7.2 The Regional Secretary shall in the event of a dispute not being resolved: Appoint a conciliator from the appropriate panel of conciliators, (doing so as far as possible on a rotational basis) or

7.3 If the dispute remains unresolved; Refer the dispute to arbitration.

7.4 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.

7.5 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

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possible on a rotational basis.

- 7.6 The Regional Secretary, in consultation with the arbitrator, shall decide the date, time and venue of the arbitration hearing. The arbitrator shall:
Endeavour to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated; and
If the dispute remains unresolved, resolve the dispute through arbitration.
The arbitrator may make any appropriate arbitration award in terms of the Act that gives effect to the collective agreement.

8. AMENDMENT OF THIS AGREEMENT

- 8.1 Any party to this Agreement seeking a substantive amendment to this Agreement shall submit the proposed amendment, in writing, at least twelve (12) months prior to the expiry of the Agreement, to the Regional Secretary of the Division.
- 8.2 The Regional Secretary shall table the proposed amendment to the Executive Committee of the Division which shall decide the appropriate forum for the proposed amendment to be negotiated. The other parties shall submit in writing their acceptance or counter proposal to the proposed amendments.
- 8.3 Any failure to reach agreement on the proposed amendment shall entitle any party to declare a dispute, in which event the disputing party shall declare a dispute and follow the procedure in terms of the Act, read with the relevant provisions of the Constitution of the Council.

9. EXEMPTIONS

- 9.1 Any Party or person bound by a collective agreement concluded under the auspices of the Council or which binds the Parties to the Council shall be entitled to apply for exemption from any provision of the said collective agreement.

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9.2 All applications for exemption shall be made in writing on the prescribed form Annexure 10, obtained from the *Council*, setting out relevant information, including:

9.2.1 The provisions of the *agreement* in respect of which exemption is sought;

9.2.2 The number of persons in respect of whom the exemption is sought;

9.2.3 The reasons why the exemption is sought;

9.2.4 The nature and size of the business in respect of which the exemption is sought;

9.2.5 The duration and timeframe for which the exemption is sought;

9.2.6 The business strategy and plan of the applicant seeking the exemption;

9.2.7 The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate;

9.2.8 Confirmation that the trade union or workforce itself were advised of the exemption application at local level; and

9.2.9 Any other relevant supporting data and financial information the *Council* may prescribe from time to time.

9.3 An application for exemption from any provision of the collective agreement shall be lodged in writing on the prescribed form with the Regional Secretary of the *Council* and the applicant shall serve a copy of the application as follows:

9.3.1 In the case of a Trade Union or employee applying for exemption from collective agreement, submit a copy of the exemption application to SALGA and the relevant municipality affected by the application.

9.3.2 In the case of SALGA and/or a Municipality applying for exemption from a collective agreement, forward the exemption application to the provincial/regional and local offices of IMATU and SAMWU.

9.3.3 The Parties referred to in clauses 9.3.1 and 9.3.2, as the case

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may be, shall be afforded ten (10) days to submit a response to the application for exemption to the Regional Secretary of the Council. The Party shall also be obliged to submit the response to the applicant for exemption.

- 9.4 The application for exemption shall be considered by the Divisional Exemption Committee.
- 9.5 All applications considered by the Divisional Exemption Committee shall, unless determined otherwise by the Senior Panellist, only be based on the written application and arguments in respect of the application, if any by the applicant and any party or person opposing the application. The Panellist shall consider exemption applications in a manner that is fair and transparent, and applications shall be determined as expeditiously as possible which may include the hearing of evidence and arguments.
- 9.6 In the event of applications being made that are frivolous and vexatious, such applications may be dismissed with costs.
- 9.7 Where a municipality applies for exemption it shall not implement any changes to existing provisions until the exemption is finalised, unless the Divisional Exemption Committee decides otherwise.
- 9.8 The Divisional Exemptions Committee must consider and make its decision within 30 days of the Council having received the exemption application.
- 9.9 The onus to prove the case for the granting of an exemption lies with the applicant.
- 9.10 Parties undertake to make every reasonable effort to assist their members to discharge such onus in a full and proper manner.
- 9.11 **Divisional Exemption Committee**
- 9.11.1 The Executive Committee of the SALGBC shall establish dedicated exemptions panel of arbitrators from the Divisional Panel of conciliators and arbitrators of the Council.
- 9.11.2 The Regional Secretary of the SALGBC shall appoint a Senior Panellist from the dedicated exemptions panel of arbitrators to hear and determine the application for exemption.
- 9.11.3 The Regional Secretary of the Council or his nominee shall

Handwritten signatures: A. L. and S. M.

provide secretarial services to the Divisional Exemption Committee.

- 9.11.4 The Divisional Exemption Committee shall undertake its duties in a fair and transparent manner and shall have the powers and functions to: -
- 9.11.4.1 Grant or reject an application for exemption; and
 - 9.11.4.2 Approve interim adjustments in circumstances where this will not affect the final outcome.
- 9.11.5 The Divisional Exemption Committee shall grant or reject an exemption application within 30 (thirty) days after a referral to the General Secretary.
- 9.11.6 The Senior Panellist shall have the power to condone any failure to comply with the time periods provided for in terms of this procedure based on good cause shown.
- 9.11.7 The decisions of the Divisional Exemption Committee shall be final and binding subject to the applicant's right of appeal. In the event that the Divisional Exemption Committee declines to grant an exemption, the applicant shall be notified that its application has been unsuccessful and that it has the right of appeal to the Exemption Appeal Tribunal. The Divisional Exemptions Committee shall provide brief written reasons for its decision.
- 9.11.8 An exemption certificate which contains the following information shall be signed by the Senior Panellist of the Divisional Exemption Committee and the Regional Secretary of the *Council*:
- 9.11.8.1 The full name of the applicant employer;
 - 9.11.8.2 The date of issue;
 - 9.11.8.3 The details of the agreement for which exemption is granted;
 - 9.11.8.4 The period for which exemption shall operate;
 - 9.11.8.5 The terms and conditions, or remedial requirements of the exemption;

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9.11.8.6 Any other matter the arbitrator deems relevant;
and

9.11.8.7 The exemption certificate shall be sent directly to the applicant and to the relevant Regional Secretary, who shall inform the parties to the division of the final terms and conditions within five (5) working days after receipt of such certificate.

9.12 Criteria and Other Factors to be Considered by Exemptions Committees and Exemptions Appeal Tribunal

9.12.1 When considering an application for exemption, including an appeal or an application for the withdrawal of a certificate of exemption by the *Council*, the following criteria shall be taken into account (the order not indicating any form of priority):

9.12.1.1 Any written and/or verbal substantiation provided by the applicant or a party to the Council;

9.12.1.2 Fairness to the employer, its employees and other employers and the employees in the industry;

9.12.1.3 Whether an exemption, if granted would undermine this agreement or the collective bargaining process;

9.12.1.4 The employer is unable to afford the costs of the whole or part of this agreement or;

9.12.1.5 The employer has short-term cash flow problems necessitating a limited exemption.

9.12.1.6 Unexpected economic hardship occurring during the currency of this agreement and job creation and/or loss thereof;

9.12.1.7 Whether a budgetary provision was made for implementation of the obligation arising out of the collective agreement;

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- 9.12.1.8 The infringement of basic conditions of employment rights;
- 9.12.1.9 The fact that a competitive advantage might be created by exemption;
- 9.12.1.10 Comparable benefits or provisions where applicable;
- 9.12.1.11 The applicant's compliance with other statutory requirements such as the Compensation for Occupational Injuries and Diseases Act 130 of 1993, Basic Conditions of Employment Act 75 of 1997, Employment Equity Act 55 of 1998, Skills Development Act 97 of 1998, Skills Development Levies Act 9 of 1999, or Unemployment Insurance Act 63 of 2001; or
- 9.12.1.12 The applicant's past record of compliance with collective agreements;
- 9.12.1.13 The precedents for exemptions set since the introduction of this procedure and the effects of its proposal as a precedent in its own divisions;
- 9.12.1.14 Any process or directives as may be agreed to by the Executive Committee from time to time; or
- 9.12.1.15 Any other factor which is considered appropriate.

9.13 Exemptions Appeal Tribunal (The Tribunal)

- 9.13.1 An appeal shall be considered by an external panellist other than the arbitrators from the divisional panel of conciliators and arbitrators. The external panellists shall be drawn from either the CCMA or any other suitable or equivalent agency.
- 9.13.2 The applicant wishing to appeal shall forward their appeal to the Regional Secretary within five (5) days of receipts of the Council decision rejecting the exemption application.


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- 9.13.3 The Regional Secretary shall convene a meeting of the Exemptions Appeal Tribunal not later than fourteen (14) days from having received the appeal. The Tribunal must finalize its decision within 30 days of the date of the appeal being lodged with the Council.
- 9.13.4 The Exemptions Appeal Tribunal:
- 9.13.4.1 Shall consider the appeal fairly and quickly.
 - 9.13.4.2 May condone a late appeal.
 - 9.13.4.3 Decide whether the appeal is to be dealt with on the papers and/or by means of oral submissions.
 - 9.13.4.4 Deliver its determination to the Regional Secretary of the Council within the 30 day period as stated in 9.13.3 above, who will then in turn notify the appellant and the other parties copying same to the relevant Regional Secretary.

SIGNED BY THE PARTIES AT UPINGTON ON THIS 19TH
DAY OF JULY, 2021


MEMBER OF THE COUNCIL
SALGA: CLLR SOFIA MOSIKATSI


MEMBER OF THE COUNCIL
SAMWU: MR LUTHANDO FENNIE


MEMBER OF THE COUNCIL
IMATU: MR PAUL GREYLING