

# **SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL**

## **NORTHERN CAPE/FREE STATE REGIONAL OFFICE**

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27 October 2014

**TO: ALL MUNICIPAL MANAGERS**

CC: The Provincial Secretary      SAMWU  
The Regional Manager      IMATU  
The LR & HR Manager      SALGA

**Sir/Madam,**

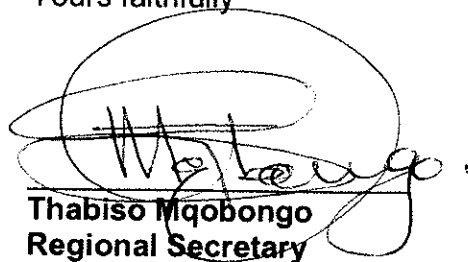
**CIRCULAR NO.1/2014: COLLECTIVE AGREEMENT ON CONDITIONS OF SERVICE FOR NORTHERN CAPE DIVISION, SALGBC.**

The parties; SALGA, SAMWU and IMATU in the Northern Cape Division, after realising errors on the conditions of service collective agreement signed on 18 October 2013 in Colesberg, concluded to correct such errors.

Herewith is a corrected collective agreement on conditions of service for the Northern Cape Division of SALGBC.

A copy of the Northern Cape collective agreement on conditions of service may be found on the SALGBC website [www.salgbc.org.za](http://www.salgbc.org.za)

Yours faithfully



**Thabiso Mqobongo**  
**Regional Secretary**

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*Address correspondence to the Regional Secretary*

**THE SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL  
(Hereinafter referred to as "the Council")**

**COLLECTIVE AGREEMENT ON  
CONDITIONS OF SERVICE 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**

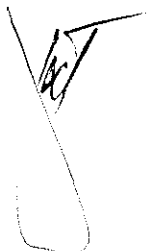
**INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION  
(Hereinafter referred to as "IMATU")**

**and**

**SOUTH AFRICAN MUNICIPAL WORKERS' UNION  
(Hereinafter referred to as "SAMWU")**

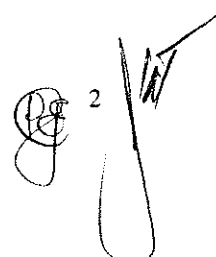
**(IMATU and SAMWU will together be referred to as the "Trade Unions")**

**This replaces the existing Agreement signed on 18 October 2013**



## INDEX

<u>Clause</u>	<u>Page</u>
1. Scope of Agreement	4
2. Exclusions from this Agreement	4
3. Period of Operation	4
4. Definitions	4
5. Objectives	9
6. Special Leave	9
6.1 Study leave	9
6.2 Leave of Absence for obligatory course / study requirements	9
6.3 Leave for Research	10
6.4 To attend a court of law to give evidence on being summoned as a witness	10
6.5 Sports, art and culture events	10
6.6 Quarantine and isolation under medical instructions	11
6.7 Compensation for occupational injuries and diseases	12
6.8 Leave without pay	12
6.9 Application for Special Leave	13
7. Acting Allowance	13
8. Night Work	15
9. Stand-By Duty Allowance	16
10. Long Service Bonus	17

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11.	Legal Indemnification	19
12.	Additional Paid Sick Leave	20
13.	Measures to Manage the Taking, Accrual and / or Conversion of Sick Leave and Administrative Arrangements for the Taking of Sick Leave	22
14.	Overtime	22
15.	Appointments and Promotions	24
16.	Enforcement of This Collective Agreement	24
17.	Dispute Regarding the Interpretation and Application of this Agreement	25
18.	Amendment to this Agreement	26
19.	Exemptions	27

## 1. SCOPE OF AGREEMENT

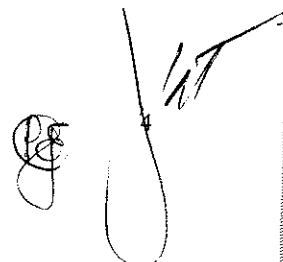
- 1.1 The terms of this Collective Agreement shall be observed in the Local Government Undertaking in the Northern Cape Province of the Republic of South Africa by all employers and by all employees who fall within the registered scope of the Northern Cape Division of the SALGBC.

## 2. EXCLUSIONS FROM THIS AGREEMENT

- 2.1 That Municipal Managers and those employees reporting directly to the Municipal Manager as contemplated in terms of Sections 54A and 56 of the Municipal Systems Act, 2000 (Act 32 of 2000), as amended be excluded from this Collective Agreement.
- 2.2 That the working hours and remuneration of Part Time Employees, including casuals, seasonal and temporary employees shall be as per their specific contracts of employment.
- 2.3 The employees in 2.2 above shall not be entitled to the benefits in paragraphs 6.1, 6.2.1, 6.2.3, 6.2.4, 6.3, 6.5, 7, 10, 12, and 13.5.

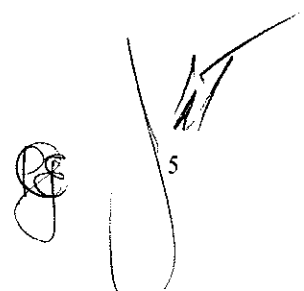
## 3. PERIOD OF OPERATION

- 3.1 This Agreement shall come into operation in respect of the parties to the Agreement, on **01 October 2013** and shall remain in force until **30 June 2016**;
- 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 **30 June 2016**.
- 3.3 The parties to this Agreement have agreed that due to some errors on the signed version, this Agreement shall replace the Agreement signed on 18 October 2013. Corrections have been done on the following clauses **7.3; 7.6 and 7.7**.

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#### 4. DEFINITIONS

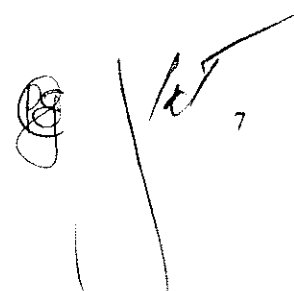
- 4.1 All expressions used in this agreement which are defined in the Labour Relations Act, 1995 (Act 66 of 1995), as amended shall bear the same meaning as in the said Act and, unless contrary intention appears;
- 4.2 Words importing the masculine gender shall include the feminine, and *vice versa*.
- 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, 1995 (Act 66 of 1995), as amended;
- 4.3.2 "Annual leave cycle" means the period of twelve (12) months employment with the same employer immediately following an employee's commencement of employment or following the completion of that employee's existing leave cycle;
- 4.3.3 "Appeal" means an exemption appeal;
- 4.3.4 "Basic Conditions of Employment Act" means the Basic Conditions of (BCEA) Employment Act, 1997 (Act 75 of 1997);



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- 4.3.5 "Contractual Employee" means an employee appointed to a post on the staff establishment of a municipality, whether for a fixed period, to perform a specific task or on an *ad hoc* basis;
- 4.3.6 "Continuous Service" means a period of service with the Municipality not interrupted by any form of termination of service, an employee whose contract of employment lapses and enters into a new contract with a municipality within a period of 1 week shall be deemed to be in continuous service with the municipality, a party may approach the SALGBC for condonation for any break in excess of 1 week up to 3 months;
- 4.3.7 "Day" means working days, i.e. Mondays to Fridays excluding public holidays unless indicated otherwise by the context;
- 4.3.8 "Emergency work" means any work which, owing to a disruption in essential services, or owing to fire, accident, storm, epidemic, act/s of violence, theft, breakdown of plant or machinery, or any other unforeseen circumstances that is required to be done without delay;
- 4.3.9 "Employee" refers to all employees who fall within the registered scope of the Northern Cape Division of the SALGBC;

- 4.3.10 *"Employers"* refers to all municipalities within the registered scope of the Northern Cape Division of the SALGBC;
- 4.3.11 *"Executive Committee"* means the Executive Committee of the Northern Cape Division of the SALGBC;
- 4.3.12 *"IMATU"* means the Independent Municipal and Allied Trade Union;
- 4.3.13 *"Municipality"* means a local or district municipality established in terms of the Municipal Structures Act, 1998 (Act 117 of 1998) as amended;
- 4.3.14 *"Night work"* means work performed after 18h00 and before 06h00 the next day;
- 4.3.15 *"Normal working day"* means any calendar day of the week in respect of which an employee is normally required to work;
- 4.3.16 *"Parties"* means IMATU, SALGA and SAMWU;
- 4.3.17 *"Permanent employee"* means an employee appointed to an approved post on the staff establishment of a municipality on an open-ended contract;
- 4.3.18 *"Post"* means an approved position on a municipality's organisational structure to which specific duties are coupled;
- 4.3.19 *"Public holiday"* means a public holiday as stipulated in the Public Holidays Act, 1994 (Act 36 of 1994);



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- 4.3.20 *"Regional Secretary"* means the Regional Secretary of the Northern Cape Division of the SALGBC;
- 4.3.21 *"SALGA"* means the South African Local Government Association;
- 4.3.22 *"SALGBC"* means the South African Local Government Bargaining Council;
- 4.3.23 *"SAMWU"* means the South African Municipal Workers' Union;
- 4.3.24 *"the Council"* means the Council of the Northern Cape Division of the SALGBC;
- 4.3.25 *"Trade union"* means either IMATU or SAMWU and trade unions means IMATU and SAMWU;
- 4.3.26 *"Workplace"* means a municipality;
- 4.3.27 *"Year"* means the period 1 January to 31 December unless indicated otherwise by the context;
- 4.3.28 *"Temporary Employee"* means an employee appointed on full time or on time part time basis for a period of less than twelve months to undertake or complete a specific task;

- 4.3.29 "Standby" means a period determined by the Municipality during which an employee shall be available for overtime or emergency work outside his normal working hours;
- 4.3.30 "Special Leave" means any leave excluding statutory leave;

## 5. OBJECTIVES

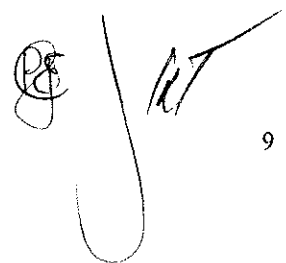
- 5.1 To establish common and uniform conditions of service for employees within the registered scope of the Council, and restricted to the Northern Cape Division of the SALGBC, and to replace all existing conditions of service referred to herein;
- 5.2 The parties have reached agreement on a number of the matters delegated to them in terms of the Bargaining Levels Collective Agreement, and wish to record the terms and conditions of their agreement as follows:

## 6. SPECIAL LEAVE

### 6.1 Study Leave

- 6.1.1 Study leave shall be granted in accordance with this collective agreement.
- 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.
- 6.1.3 The said leave for examination in terms of clause 6.1.1 must be approved in advance by the Municipal Manager or his assignee.

### 6.2 Leave of absence for obligatory course/study requirements



- 6.2.1 The fields of study must be relevant to the local government undertaking in accordance with the municipality's policy and must be in accordance with the requirements of the curriculum of the approved course.
- 6.2.2 An employee attending a work-related training or study course shall be deemed to be on duty.
- 6.2.3 An employee writing a test that contributes to the year mark, attending training, study course or contact sessions 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 two times per subject/module.
- 6.2.5 Clause 6.2.4 does not apply to compulsory training initiated by the employer.

### **6.3 Leave for Research**

- a) A maximum of 10 days' special leave per annum for research purposes shall be granted to an employee admitted for a post graduate course.

### **6.4 To attend a court of law to give evidence on being summonsed as a witness**

- 6.4.1 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.
- 6.4.2 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.
- 6.4.3 An employee who is incarcerated but not convicted for a period of twelve months shall be granted unpaid leave in his/her position for the said period.

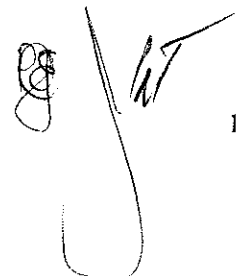
### **6.5 Sport, arts and culture events**

An employee who is elected by a recognised amateur or professional sport, art and culture association, which association must be recognised by NOCSA or the Council of Sport of South Africa who;

- 6.5.1 Represent South Africa or any Province as participant in international or national or provincial sport, art and cultural competitions inside as well as outside the Republic of South Africa shall be granted paid special leave for these purposes, subject to clause 6.9;
- 6.5.2 Accompany teams that will represent South Africa at international, national and provincial sports competitions inside as well as outside the Republic of South Africa as Coach or Manager shall be granted paid special leave for these purposes, subject to clause 6.9;
- 6.5.3 Officiate at provincial, national or international events, shall be granted paid special leave for these purposes, subject to clause 6.9.4;
- 6.5.4 Conduct Official duties of an association as an office bearer shall be granted paid special leave for these purposes subject to clause 6.9;

**6.6 Quarantine and isolation under medical instructions**

Where a registered medical practitioner has placed an employee under quarantine/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 thereof.

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## **6.7 Compensation for occupational injuries and diseases**

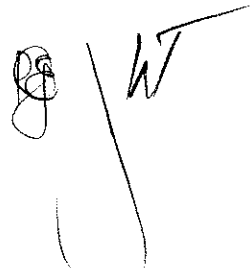
- 6.7.1 An employee who sustains an injury or contracts an illness in the course of his official duties such as to entitle the employee to compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, (Act 130 of 1993), as amended shall be granted paid special leave for the period of temporary incapacitation.
- 6.7.2 The special leave granted in 6.7.1 above shall not be deducted from sick leave standing to the credit of an employee.
- 6.7.3 An employee who sustains an injury or contracts an illness in the course of his official duties shall continue to receive his normal pay from the employer in the following circumstances:
- (a) until payments for loss of income are received from the Compensation Commissioner under the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), as amended or under an applicable benefits policy.

## **6.8 Leave without pay**

Remuneration for this purpose as referred to in the Basic Conditions of Employment Act, 1997 (Act 75 of 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:

- 6.8.1 Leave without pay shall be granted only when all available vacation and/ or sick leave has been exhausted.
- 6.8.2 For the period of leave without pay the employer 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.

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## **6.9 Application for Special Leave**

- 6.9.1 Exigencies of the service must be taken into consideration.
- 6.9.2 Supporting documents, where required, must be provided with the application.
- 6.9.3 Application for special leave, must be approved by the Municipal Manager or his assignee and shall be considered in a bona fide manner, and shall not be unreasonably refused.
- 6.9.4 Special leave shall not exceed 20 working days in an annual leave cycle – this limitation does not apply to clauses 6.4, 6.6 and 6.7, but shall include clauses 6.1, 6.2, 6.3 and 6.5.

## **7. ACTING ALLOWANCE**

- 7.1 When an employee is required to act in a more senior post for a period of not less than 10 (ten) consecutive 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 scale of the post in which he acts, shall be paid to such employee in addition to his salary in respect of the period in which he acts, provided that:
  - 7.1.1 The employee has been duly appointed in writing by the Municipal Manager or his assignee to act in the higher post.
  - 7.1.2 Any interruption of less than three working days in total shall be deemed to form part of the acting period if occasioned by any of the following circumstances:
    - 7.1.2.1 Illness supported by a medical certificate;
    - 7.1.2.2 Family bereavement;



- 7.1.2.3 Attendance at Court as a witness, if subpoenaed.
- 7.1.3 Subject to existing operational requirements, acting appointments to vacant posts shall be reviewed within 3 (three) months.
- 7.1.4 Vacant posts on a municipality's staff establishment should be filled within 6 (six) months unless there is a compelling reason not to do so.
- 7.1.5 Unless operational requirements dictate otherwise, acting appointments should be confined to employees reporting directly to the applicable acting position.
- 7.2 The calculation of acting allowance/s paid to employees performing acting duties in Sections 54A & 56 or other total costs to employer fixed term contractual posts shall be done in terms of clause 7.1 above and be based on 60% of total remuneration package of the Section 54A & 56 or other contractual post, where 60% shall be deemed to be the basic salary of the total remuneration package.
- 7.3 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 is due to assume an acting position, an acting allowance fixed at 12,5% of the employee's basic salary shall be paid for the duration in which he is acting.
- 7.4 An employee holding a transport allowance bearing post, acting in a higher position, shall also be entitled to running costs for additional travelling involved in the higher position.
- 7.5 An employee holding a non-transport allowance bearing post, acting in a transport allowance bearing position shall be entitled to the transport allowance payable to such post.
- 7.6 An employee acting in an equal or lesser position shall be entitled to an acting allowance fixed at 6% of the employee's basic monthly salary.

7.7 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.

## 8. NIGHT-WORK

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/she is requested by the employee's superior in terms of section 17(2)(a) of the BCEA and approved by the Municipal Manager or his assignee to perform night work.

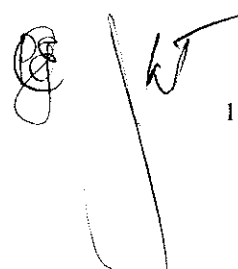
8.3 The employee shall be compensated in the form of a night work allowance for night work according to the following formula:

$$20/100 \times (\text{annual pensionable salary} \div 250 \div 8)] \times \text{actual number of hours working night-work}$$

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

8.5 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 clauses 8.7 and 8.8.

8.6 When it is required of an employee to perform work on a regular basis after 18:00 and before 06:00 the next day, a manager must:

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8.6.1 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:

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

8.6.1.2 Of the employee's right to undergo a medical examination in terms of clause 8.6.1.3.

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

8.6.1.4 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.

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

8.7 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 18:00 and before 06:00 at least five times per month or 50 times per year, including employees on standby.

## 9. STAND-BY DUTY ALLOWANCE

9.1 An employee is entitled to a standby allowance when he/she is requested in a written instruction by the Municipal Manager or his/her superior to be available for the

performance of duty outside his/her normal working hours.

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

9.2.1 When an 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 Stand-by shall not exceed a calendar week provided that an Employee shall not be on stand-by 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 Stand-by duty is calculated:

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

9.4.2 On a day on which the employee is not normally required to work.

9.5 The stand-by allowance shall not affect or be affected by any remuneration for overtime or emergency work worked by the employee during the period of standby duty.

9.6 The stand-by allowance shall be equal to **10%** of the normal hourly rate based on the pensionable salary formula:

**10/100** x (annual pensionable salary / 250 / 8) x actual number of hours on standby

## 10. LONG-SERVICE BONUS

10.1 In addition to normal vacation leave, an employee shall qualify for the following

additional leave together with the following monetary award as recognition for continuous service at the completion of the following:

- |        |                    |   |
|--------|--------------------|---|
| 10.1.1 | 10 years' service: | 10 days accumulative leave plus a once off payment equal to 3% of the employee's annual salary; |
| 10.1.2 | 15 years' service: | 10 days accumulative leave plus a once off payment equal to 4% of the employee's annual salary; |
| 10.1.3 | 20 years' service: | 15 days accumulative leave plus a once off payment equal to 5% of the employee's annual salary; |
| 10.1.4 | 25 years' service: | 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary. |
| 10.1.5 | 30 years' service: | 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary. |
| 10.1.6 | 35 years' service: | 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary. |
| 10.1.7 | 40 years' service: | 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary. |
| 10.1.8 | 45 years' service: | 15 days accumulative leave plus a once  |

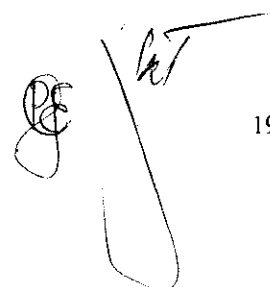
*off payment equal to 6% of the employee's annual salary.*

- 10.2 On termination of service, an employee shall be paid his leave entitlement, including the leave mentioned in terms of clause 10.1 above, calculated in terms of the relevant provisions of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).
- 10.3 The initial date of 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.
- 10.4 The long service leave must be taken within one year of receiving such leave or it will be forfeited. Accumulated leave days may not be encashed.
- 10.5 Long service may further be acknowledged by a symbolic occasion.
- 10.6 Employees whose benefits in terms of the existing long service recognition schemes are more favourable than those provided in this agreement shall retain those more favourable benefits for the duration of their employment.

## **11. LEGAL INDEMNIFICATION**

- 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 duties or the exercise of his powers, the Municipality shall cover the legal cost with the proviso that if a judgement is given against an employee such cost shall be recovered from the employee;

- 11.1.1 In the case of a civil claim or civil proceedings, if it is of the opinion that the employee acted in good faith and without negligence, indemnify the employee in respect of such claim or proceedings and:-

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- provide for the legal representation of such employee at the cost of the Municipality or undertake to pay his taxed party-and-party costs, and
- settle the claim and pay any amount due in terms of such settlement, or
- pay any award made by a court against him.

11.1.2 In the case of criminal proceedings, if it is of the opinion that the employee acted in good faith and without negligence, indemnify him in respect of his legal costs therein or provide for his legal representation at the cost of the Municipality, and

11.1.3 In the case of criminal proceedings, if it is of the opinion that it is in its interest to do so, indemnify the employee in respect of his legal costs therein or provide for his legal representation at the cost of the Municipality, provided that the Municipality may refuse to act in accordance with the afore-going provisions or may terminate any steps already taken by it and recover from the employee any costs incurred by it on his behalf if the employee:-

- has made an admission or statement which the Municipality considers to be prejudicial to a successful defence,
- has made any offer of payment or settlement, or
- declines to accept the services of a legal representative nominated by the Municipality, or
- fails or refuses to furnish information the Municipality may require or furnishes false or misleading information, or
- fails or refuses to co-operate with the Municipality or to render assistance required by the Municipality.

## 12. ADDITIONAL PAID SICK LEAVE

12.1 Employees who have a balance of at least 60 working days unused sick leave at the end of a three year cycle, shall receive an additional 20 working days paid sick leave

to which he will be entitled in the ensuing cycle, provided that in respect of any sick leave cycle no employee shall become entitled to more than 130 working days sick leave on full pay;

12.2 If the maximum period of sick leave to which an employee is entitled has been granted to him and, owing to reasons of ill health, he is not able to resume duty, the Municipality may grant such employee an additional 60 working days sick leave in respect of chronic illnesses and/or illnesses requiring hospitalization, which shall be made up as follows:

- 30 working days on full pay;
- 30 working days on half pay.

The following conditions shall apply:

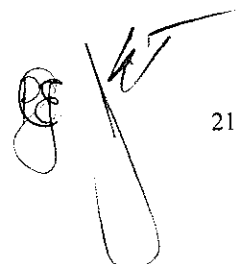
12.2.1 The employee shall submit a satisfactory certificate from a registered medical or dental practitioner, or a traditional healer registered with a recognised professional council in terms of relevant legislation; and

12.2.2 Employer and employee shall comply with the provisions of any applicable risk benefit insurance relating to disability; and

12.2.3 Such additional sick leave may be granted in respect of separate periods of absence and in respect of indispositions of different kinds.

12.3 On written application by an employee, who has exhausted his full paid sick leave and additional paid sick leave, annual vacation leave which he has to his credit may be granted to supplement sick leave on half pay or unpaid sick leave, provided that arrangements are made to maintain risk benefits applicable.

12.4 An employee to whom the maximum period of full and half paid sick leave has been granted, may be granted unpaid sick leave for not more than 250 working days in any cycle, provided that employer and employee comply with the provisions of applicable risk benefit policies relating to disability and provided further that where unpaid sick leave exceeds 40 consecutive days the employee must be examined by a medical practitioner appointed by the employer. The costs of such examination shall be borne by the employer.

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**13. MEASURES TO MANAGE THE TAKING, ACCRUAL AND/OR CONVERSION OF SICK LEAVE AND ADMINISTRATIVE ARRANGEMENTS FOR THE TAKING OF SICK LEAVE**

- 13.1 If an employee to whom annual leave has been granted is certified sick by a registered medical or dental practitioner after his annual leave has commenced, that part of his annual leave during which he was thus certified sick shall be converted into sick leave on submission of the prescribed certificate by such medical or dental practitioner or a traditional healer registered with a recognized professional council in terms of relevant legislation.
- 13.2 If, due to illness, an employee is unable to take annual leave already deducted, he shall be credited with an equal number of annual leave days.
- 13.3 An employee may not during any period of sick leave approved in terms of these conditions, resume service without the approval of a registered medical practitioner
- 13.4 An employee who is absent from service because of illness must take all reasonable steps to notify his immediate supervisor or his assignee as soon as possible but not later than 10am on his first day of absence.
- 13.5 An employee to whom the maximum period of full and half paid sick leave has been granted. An employee who has exhausted his sick leave may be granted, sick leave without pay for not more than 250 working days in any cycle if the Municipality is satisfied that such an employee is not permanently incapacitated to resume his duties, provided that where sick leave without pay exceeds 40 consecutive days, the employee must be examined by a registered medical practitioner appointed by the Municipality. The cost of such examination shall be borne by the Municipality.

**14. OVERTIME**

**14.1 Normal Overtime**

- 14.1.1 An employee shall be entitled to be paid overtime when he is requested by written instruction by the Municipal Manager or his assignee, in terms of

delegated authority in accordance with standing operational procedures, to perform duty outside his normal working hours.

- 14.1.2 Overtime is generally regulated in the BCEA (Section 10) and these provisions should govern overtime payment.
- 14.1.3 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.
- 14.1.4 Employees on standby in terms of clause 9 shall receive overtime payment when called out irrespective of the statutory threshold.
- 14.1.5 The payment of overtime or time off granted must be agreed to prior to the overtime being worked.
- 14.1.6 The parties agree to increase the maximum permitted overtime to 15 hours a week.

## 14.2 Emergency Overtime

- 14.2.1 Emergency work shall be regarded as overtime and shall not require written instruction.
- 14.2.2 In the case of emergencies owing to circumstances for which an employer could not normally have made provision, a Municipality may require an employee to perform emergency work outside his normal working hours and remuneration for such overtime worked shall be paid to the employee.
- 14.2.3 The 15 hour limitation per week for normal overtime will not apply to emergency work.

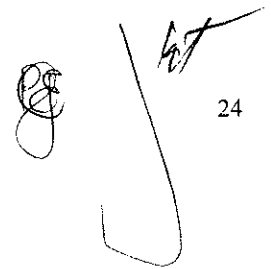


## **15. APPOINTMENTS AND PROMOTIONS**

- 15.1 Where an employee acts in the same position for longer than seven consecutive months, the employee becomes entitled to promotion into such a position, provided the acting employee meets the job specifications of the position and that the position has been budgeted for.
- 15.2 All appointments into positions that are not temporary but are by their very nature permanent positions below Sections 54A and 56 shall be on permanent basis except for the positions that are linked to the term of office of the political office bearers, sections 54A and 56 managers.

## **16. ENFORCEMENT OF THIS COLLECTIVE AGREEMENT**

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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 16.3, the Commissioner, on request by the SALGBC, must appoint an arbitrator.
- 16.5 If an arbitrator is appointed in terms of clauses 16.3 and 16.4 above—
- 16.5.1 the SALGBC remains liable for the payment of the Arbitrator's fee; and
- 16.5.2 the arbitration is not conducted under the auspices of the Commissioner.
- 16.6 An arbitrator conducting arbitration in terms of Section 33A of the LRA, read with the changes required by the context.

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- 16.7 Section 138 of the LRA, read with the changes required by the context, applies to any arbitration conducted in terms of Section 33A.
- 16.8 An arbitrator acting in terms of Section 33A may make any dispute concerning the interpretation or application of a collective agreement.
- 16.9 An arbitrator conducting arbitration in terms of Section 33A may make an appropriate award, including:-
- 16.9.1 ordering any person to pay an amount owing in terms of a collective agreement;
  - 16.9.2 imposing a fine for a failure to comply with a collective agreement;
  - 16.9.3 charging a party an arbitration fee;
  - 16.9.4 ordering a party to pay the costs of the arbitration;
  - 16.9.5 confirming, varying or setting aside a compliance order issued by the General Secretary, Regional Secretary or his appointed designated agent in accordance with Subsection (2);
  - 16.9.6 any award contemplated in Section 139 (9).
- 16.10 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;
- 16.11 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.
- 16.12 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.

## 17. DISPUTE REGARDING THE INTERPRETATION AND APPLICATION OF THIS AGREEMENT

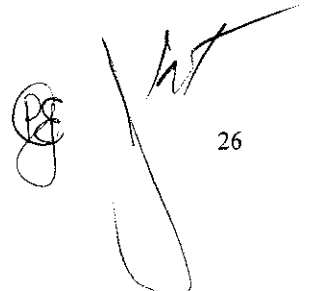
- 17.1 Any person or party may refer a dispute about the interpretation or application of this

collective agreement to the Regional Secretary of the Council.

- 17.2 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
- 17.3 If the dispute at 17.2 remains unresolved; Refer the dispute to arbitration.
- 17.4 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.
- 17.5 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 possible on a rotational basis.
- 17.6 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.

## **18. AMENDMENT OF THIS AGREEMENT**

- 18.1 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.
- 18.2 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.


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18.3 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.

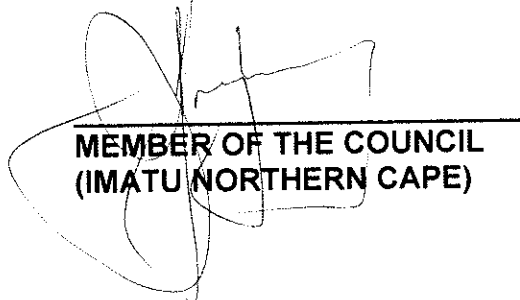
## 19. EXEMPTIONS

- 19.1 Any party or person bound by this agreement shall be entitled to apply for exemption from this agreement.
- 19.2 All applications for exemption from any provisions of this agreement must be in writing and lodged with the Regional Secretary.
- 19.3 Such applications shall be regulated by the **EXEMPTIONS FROM SALARY & WAGE COLLECTIVE AGREEMENT OF THE SALGBC.**

SIGNED AT Kimberley ON THE 23 DAY OF OCTOBER 2014.

  
MEMBER OF THE COUNCIL  
(SALGA NORTHERN CAPE)

  
MEMBER OF THE COUNCIL  
(SAMWU NORTHERN CAPE)

  
MEMBER OF THE COUNCIL  
(IMATU NORTHERN CAPE)