

**THE SOUTH AFRICAN LOCAL GOVERNMENT
BARGAINING COUNCIL**

(Hereinafter referred to as "the SALGBC or the Council")

**COLLECTIVE AGREEMENT ON CONDITIONS OF SERVICE
FOR THE LIMPOPO 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")

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1. SCOPE OF AGREEMENT

The terms of this Collective Agreement shall be observed in the Local Government undertaking in the Limpopo Province of the Republic of South Africa by all Employers and by all employees who fall within the registered scope of the Limpopo Division of the SALGBC and municipal entities.


2. EXCLUSIONS FROM THIS AGREEMENT

That the Municipal Managers and those employees reporting directly to the Municipal Manager as contemplated in terms of Section 56 and Section 57 of the Municipal Systems Act, 2000 (Act 32 of 2000), as amended, and expanded Public Works Programme (EPWP) beneficiaries be excluded from this Collective Agreement.

3. PERIOD OF OPERATION

3.1 Notwithstanding the date of signature hereof, this Agreement shall come into operation in respect of the Parties to the Agreement, on **1 October 2017** and shall remain in force until **30 September 2022**. Thereafter the Agreement shall continue indefinitely in respect of the Parties to the Agreement;

3.2 This Agreement shall come into operation in respect of non-parties (which includes, but is not limited to municipal entities as defined in the Municipal Systems Act, 32 of 2000), on a date to be determined by the Minister of Labour and shall remain in force until **30 September 2022**; and after **30 September 2022** or such further period as determined by the Minister of Labour as requested by the Parties.

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4. AMENDMENT TO THIS AGREEMENT

- 4.1 Any party to this agreement seeking a substantive amendment to this agreement must submit the proposed amendment, in writing, to the Division/Regional Secretary of the Council;
- 4.2 The Division/Regional Secretary shall table the proposed amendment to the Regional Executive Committee of the Limpopo Division which shall decide the appropriate forum for the proposal amendment to be negotiated.

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 Limpopo Division of the SALGBC, and to replace all existing conditions of service referred to herein that are less favourable to agreed minimum Conditions set and to retain all conditions that are above the minimum set conditions. In the instance where an employee receives a better condition the "contractual-to-holder" principle will apply.
- 5.2 The parties have reached agreement on a number of the matters delegated to them in terms of Part C of the SALGBC Main Collective Agreement and Parties wish to record the terms and conditions of the agreement as follows;

6. DEFINITIONS

- 6.1 All expressions used in this Agreement which are defined in the Labour Relations Act, 1995 (Act 66 of 1995), and Basic Conditions of Employment Act, 1997 (Act 75 of 1997) as amended shall bear the same meaning as in the said Act and, unless contrary intention appears;

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- 6.2 Words importing the masculine gender shall include the feminine, and *vice versa*.
- 6.3 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.

"Act"	Means the Labour Relations Act, 1995 (Act 66 of 1995), as amended;
"Acting Allowance"	Means the monetary payment to an employee for carrying out the duties of a higher graded post on a temporary basis and in terms of the relevant policy or clause in this Agreement.
"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;
"Basic Conditions of Employment Act" (BCEA)	Means the basic Conditions of Employment Act, 1997 (Act 75 of 1997);
"Basic Salary"	Means an employee's usual monetary compensation for services rendered to the Municipality, whether in terms of the appropriate notch on his / her salary scale or a fixed amount of money before deductions, but excludes any allowance, bonus, housing benefit, payment for overtime or monetary fringe benefits;
"Continuous Service"	Means a period of service with the Municipality which is not interrupted for longer than thirty

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	(30) days.
"Contract 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 adhoc base;
"Contractual to holder"	<p>With regard to:-</p> <p>a) Salary / salary scale:- Means that the employee retains the salary / salary scale pertaining to the post before it downgrading / abolition and retains all adjustment and re-gradings so that the incumbent will never be in a less favourable position <i>vis-à-vis</i> other posts which were previously evaluated on a par with the post, in other words as if the post was never downgraded;</p> <p>b) Other benefits:- Means that the employee retains all better benefits that he is entitled to in terms of the Contract until his services are discontinued with the Employer or until such other time, depending on the conditions of his appointment or on the stipulations of the Contractual Agreement;</p>
"Council"	The Limpopo Division of the South African Local Government Bargaining Council;
"Divisional Executive Committee"	Means the Divisional Executive Committee of the Limpopo Division of the SALGBC;
"Emergency work"	Means an unexpected emergency owing to circumstances for which an employer would not normally have made provision for and which should be done immediately.

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"Employee"	means a person employed by the Employer and shall include a permanent employee or a contract employee as defined, but excludes an independent contractor or its employees; means any person, excluding and independent contractor who works for another person or for the state and who receives or is entitled to receive remuneration.
"Employer or Employers"	Refers to Municipalities and municipal entities within the registered scope of the Limpopo Division of the SALGBC;
"Exemption Appeal"	Means an exemption from an applicant for exemption from any provisions of this Agreement;
"IMATU"	Independent Municipal and Allied Trade Union
"Long Service Bonus"	Means remuneration and / or leave in respect of years of service;
"Medical Certificate"	Means a certificate issued by a Medical Practitioner, Dentist or Traditional Healer;
"Medical Practitioner"	Means a Medical Practitioner, Dentist or Traditional Healer registered in terms of Legislation;
"Municipal Systems Act"	Means the Local Government Municipal Systems Act, 32 of 2000 as amended;
"Municipality"	Means a local or district municipality in terms of the Municipal Structures Act, as amended;
"Night Work"	Means work performed after 18h00 and 06h00 the next day;
"Overtime"	Means the time that an employee works during the day or a week in excess of ordinary hours of work;
"Parties"	Means IMATU Limpopo, SALGA Limpopo and

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	SAMWU Limpopo;
<i>"Permanent employee"</i>	Means an employee appointed to an approved post on the staff establishment of a Municipality on an open-ended Contract;
<i>"Personal to holder"</i>	With regard to:- a) Salary / Salary Scale:- Means that the employee retains the salary scale and may receive a lesser adjustment during regarding, as determined by the Bargaining Council, as opposed to other employees until the salary scale equals the Bargaining Council salary scale where after the salary / salary scale will no longer be regarded; b) Other benefits:- Means that the employee retains other benefits personal to holder until the post concerned is vacated;
<i>"Post"</i>	Means an approved position on a Municipality's organisational structure to which specific duties are defined; means a position in the employers approved organisational structure to which specific duties are attached.
<i>"Public holiday"</i>	Means a Public Holiday as stipulated in the Public Holidays Act, 1994 (Act 36 of 1994) (as amended);
<i>"Regional Secretary"</i>	Means the Regional Secretary of the Limpopo Division of the SALGBC;
<i>"Remuneration"</i>	Means remuneration as defined in the Schedule issued in terms of section 35(5) of the Basic Condition of Employment Act, 1997 (Act 75 of 1997) (as amended);

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<i>"Salary [and wage] Increase"</i>	Means the increase by which an employee's salary is increased in accordance with his/her applicable salary scale as agreed upon in the SALGBC Nationally;
<i>"SALGA"</i>	Means the South African Local Government Association Limpopo Province;
<i>"SALGBC"</i>	Means the South African Local Government Bargaining Council;
<i>"SAMWU"</i>	Means the South African Municipal Workers' Union;
<i>"Senior Manager"</i>	Means all managers but exclude Section 57 and Section 56 managers;
<i>"Shift Allowance"</i>	Means a non-pensionable allowance, which shall be paid to employees who work in excess of forty (40) hours per week;
<i>"Special Leave"</i>	Means leave in addition to normal leave;
<i>"Standby"</i>	Means a period determined by the municipality during which an employee shall be available for emergency and or overtime work outside his normal working hours.
<i>"Study Course"</i>	Studies funded through a bursary application or employee's own funds;
<i>SALGBC Main Collective Agreement</i>	Means the main collective agreement in terms of the Labour Relations Act 66 of 1995 as amended.
<i>"Temporary Employee"</i>	An employee appointed for a specific period of time or to complete a specified task in terms of his Contract of employment and which includes a casual employee; means an employee appointed for a specific period of time or to complete a specific task in terms of his contract of employment and which includes casual

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	employees.
<i>"Trade Union"</i>	Means either IMATU or SAMWU and Trade Unions IMATU and/or SAMWU;
<i>"Training Course"</i>	A course as set out in the Workplace Skills Plan of the Municipality.
<i>"Week"</i>	A period of seven (7) days within which the working week of the employee ordinarily falls.
<i>"Working Day"</i>	Means any day which an employee is normally required to work according to the service requirement applicable to the employee's post and as agreed to in the SALGBC;
<i>"Workplace"</i>	Means a Municipality and Municipal Entity;
<i>"Year"</i>	Means the period 1 January to 31 December unless indicate otherwise by the context.

7. HOURS OF WORK

7.1 All employees including security and Emergency Personnel, (excluding section 56 & 57 managers), shall work a forty (40) hour working week.

8. OVERTIME

8.1 The provisions governing overtime, as regulated by the Basic Conditions of Employment Act (No 75 of 1997), will apply;

8.2 Emergency work shall be regarded as overtime and shall not require prior consent. 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. Notwithstanding 8.1 the overtime limitations as set by the

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Basic Conditions of Employment Act (No 75 of 1997) shall not apply to emergency work.

9. SHIFT ALLOWANCE


9.1 Payment of a shift allowance:

- a. A shift allowance will be paid to employees who work both (a) shifts and (b) a six day work week. (A shift allowance is not applicable to employees who work only a five day work week.)
- b. A shift allowance is also payable to continuous process work where operations are running on a 24 hours 7 days a week system.
- c. Employees who currently received operational allowance or allowance to compensate for "inconvenience due to rosters" will not receive an additional shift allowance, unless the employee choses to conform from operational or other allowances over to a shift allowance.

9.2 The allowance is equal to 10% of the employees' monthly basic salary and is payable monthly.


9.3 The allowance shall be increased annually in conjunction with the salary increases.

9.4 Employees who exercise a choice to receive shift allowance are not entitled to night work allowance.

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10. NIGHT-WORK ALLOWANCE

- 10.1 Night work shall be regulated in terms of Section 17 of the BCEA for work performed after 18h00 and before 06h00 the next day
- 10.2 A night work allowance of R10 per hour will be paid for night work performed. This amount will be increased annually by the amount agreed to at National Level in respect of salary/wage increases.
- 10.3 Employees who are currently receiving payments for traffic/shift/security allowance will receive these allowances on a contractual-to-holder basis.
- 10.4 Night work allowance shall be paid to operational staff in exceptional cases the Municipal Manager may designate other posts for ad hoc night work allowances.
- 10.5 Employees who exercise a choice to receive night work allowance are not entitled to shift allowance.
- 10.6 An employee shall perform night work if required to do so by the employer, for which the employee shall be remunerated as provided for in section 17(2)(a) of the BCEA; and on condition there is transportation available as provided for in section 17(2)(b) of the BCEA.
- 10.7 The employee shall only perform night work in terms of Clause 10.6, if the performance thereof has been approved by the Municipal Manager or his delegate.

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11. GENERAL PRINCIPLES FOR ALLOWANCES

11.1.1 Employees who were entitled to traffic /Shift/Security allowances prior to this agreement will continue to receive these allowances on a contractual to holder basis.

11.1.2 Employees who receive shift allowance shall only qualify for overtime if they exceed their normal working hours.

12. ACTING ALLOWANCE

12.1 When an employee is required by written approval of the Municipal Manager to act in a more senior post for a period of not less than ten (10) 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.

12.2 When an employee acts in a higher post, such employee shall accept full duties and responsibilities of the higher position in addition to the full duties and responsibilities of his/her normal position

12.3 Any interruption of less than three (3) working days in total shall be deemed to form part of the acting period if occasioned by any of the following circumstances:

- (i) Illness supported by a medical certificate;
- (ii) Family bereavement;
- (iii) Attendance at Court as a witness, if subpoenaed

shall be regarded as continuous period of acting provided that no acting allowance will be paid for the period of absence.

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- 12.4 Only employees in the next line of supervision may act in higher positions, except where none of the "next-in-line" of supervision is available, then acting maybe delegated to a following incumbent within the line of Supervision and the employee should have relevant qualifications and skills towards the position to act on.
- 12.5 Acting in a higher position does not leave the employee's normally appointed position vacant, and therefore no "ladder effect" may happen where acting allowance is paid to a second and/or third employee.
- 12.6 The period in which an employee acts in a higher position should not exceed four (4) calendar months. The Council must approve the acting for a period longer than four (4) months. The council must approve additional acting for a period not exceeding two (2) months.
- 12.7 Acting allowance will be paid at least on the starting or minimum notch of the position in which the employee is acting. In the case where the starting or minimum notch of the position in which the employee is acting, is equal or less that the current notch of the employee, then the employee will receive an acting allowance on the next higher notch of the position in which the employee is acting.
- 12.8 Where an employee has to travel (or to travel additionally) due to the employee acting in a higher position, such employee can claim additional kilometres travelled by keeping the necessary log sheets.
- 12.9 An employee has the right to decline to act (or refuse to continue to act) on submission of reasons.
- 12.10 Vacant posts where there is an acting incumbent, on a Municipality's permanent staff establishment should be filled within six (6) months unless there is a compelling reason not to do so.

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- 12.11 Unless operational requirements dictate otherwise, acting appointments should be confined to employees reporting directly to the applicable acting position.
- 12.12 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.
- 12.13 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 subject to the Municipality's Vehicle Allowance Policy.
- 12.14 When an employee is required 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:-
Total remuneration package of Section 56 or 57 Manager x 60% Minus Basic Salary of the acting incumbent.
- 12.15 Conditions for payment of acting allowances include: The employee has been duly appointed in writing by the Municipal Manager or his delegate to act.

13. STAND-BY ALLOWANCE

Standby duty allowance is a compensatory allowance which is paid to an employee when he/she is instructed to keep himself/herself readily available to work after normal working hours for standby duty.

13.1 The following formula will be used for the calculations of standby allowance;

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Standby to be paid amounts to R 891.09 per full week of standby duties or

Monday to Friday	:	R 104.94 per day
Saturday	:	R 157.25 per day
Sunday and Public Holidays	:	R 209.66 per day

- 13.2 Standby allowance will be increased annually by the amount agreed to at the National Level in respect of salary and wage increases.
- 13.3 If the employer requires an employee to be on standby, then the means of communication will be provided by the employer. If not, a cell phone or phone allowance will be paid.
- 13.4 The normal overtime tariffs are paid to standby duty employees for services rendered outside normal working hours.
- 13.5 In terms of the municipal transport allowance scheme, normal tariffs shall be paid to employees for actual kilometres to and from home travelling for standby/overtime duty.
- 13.6 Standby allowance shall be paid to operational staff and in exceptional cases the Municipal Manager may designate other post for ad hoc standby allowance.
- 13.7 Employees who are currently receiving payments for standby allowance which is more favourable than the above, can retain these allowances on a contractual-to-holder basis.
- 13.8 An employee is entitled to a standby allowance when he / she is requested in a written instruction by the Municipal Manager or his / her delegate to be available for the active service outside normal working hours.
- 13.9 The standby allowance shall be payable on the following conditions only:-

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An Employee shall not be on standby for more than two weeks per month, unless operational requirements dictate otherwise.

14. EMERGENCY WORK

14.1 As provided for in Clause 8.3, in case of emergencies, the employer may require an employee to perform emergency work outside his/her normal working hours.

14.2 Irrespective of any limitation with regard to overtime work or the threshold determined by the Minister in terms of section 6(3) of the BCEA, applicable at the time, an employee performing such emergency work shall be remunerated as follows:

14.2.1 Monday – Saturday: 1.5 times normal rate of pay



14.2.2 Sunday and Public Holiday: Double the normal rate of pay.

14.2.3 Prior approval and/or authorization by the Municipal Manager or his delegate shall be required before an employee can perform emergency work.

15. ADDITIONAL PAID SICK LEAVE

15.1 An employee is entitled to a further eighty (80) working days on half pay per sick leave cycle of thirty six (36) months commencing on appointment date.

15.2 If during the cycle not more than twenty (20) working days sick leave are granted to an employee, there shall be at the end of a cycle be added 33 1/3 percent of the sick leave up to a maximum of thirty (30) working days on full pay and thirty (30) working days on half pay to the sick leave to which the employee is entitled during the ensuing cycle: Provided that in

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respect of any sick leave cycle no employee shall become entitled to more than hundred and six (106) working days sick leave on full pay and hundred and six (106) working days on half pay.

15.3 If the maximum period of sick leave to which an employee is entitled has been granted to him, and owing to reasons of health, he is not able to resume duty, the Employer may:-

- a) On submission of a satisfactory certificate from a registered Medical practitioner or Dental practitioner or a Traditional Healer registered with a recognised professional Council in terms of Legislations; and
- b) If it is satisfied that the employee is at that moment not permanently incapacitated to resume his / her normal duties; and
- c) If the employee has no vacation leave to his credit, grant to such employee further sick leave on half pay for not more than sixty six (66) working days in any cycle. Such grant may be in respect of separate periods of absence and in respect of indispositions of different kinds.

15.4 On written application by an employee, who has exhausted his full paid sick leave, vacation leave which he has to his credit may be granted to him instead of sick leave on half pay or no pay. If vacation leave is converted to sick leave it can be utilised to supplement half paid sick leave.

15.5 If an employee to whom vacation leave has been granted is certified hospital or bed bound by a registered medical practitioner or dentist, or a traditional healer registered with a recognized professional council in terms of legislation due to illness after his or her vacation leave has commenced, that part of his or her vacation leave during which he or she was thus certified hospital or bed bound shall be converted into sick leave on submission of the prescribed certificate by such registered medical

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practitioner or traditional healer registered with a recognised professional council in terms of legislation.

- 15.6 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.
- 15.7 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.
- 15.8 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.

16. GRANTING SICK LEAVE

- 16.1 Sick leave shall be granted only in connection with an employee's absence from duty owing to illness, indisposition or injury.
- 16.2 In the case of nervous disorders, insomnia, debility or similar less well-defined illnesses or indispositions, sick leave shall be granted only if the Medical Practitioner is satisfied that the employee's state of health:-
- a) Renders him unfit for work.
 - b) Does not arise from his failure to make use of vacation leave.
- 16.3 An employer may at any time require an employee to submit himself/herself to an examination by a registered medical practitioner with councils created by legislation or dentist appointed by the employer and the cost of such examination shall be borne by the employer.
- 16.4 If an employee is absent from duty owing to illness for a continuous period of two working days, sick leave maybe granted to him/her if he/she submits

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a certificate of indisposition issued by a registered medical practitioner or dentist or a traditional healer registered with a professional council in terms of legislation in the required format.

16.5 An employer may require a certificate referred in clause 16.4 above to be submitted after any day's absence, subject to the provision of the BCEA.

16.6 Sick leave on full pay and/or half-pay in respect of which the aforementioned certificate has not been submitted, may be granted for a maximum of twelve (12) working days during any calendar year of service and in respect of any further absence, vacation leave and/or leave without pay shall be granted.

16.7 An employer may, on the recommendation of a registered medical practitioner or a traditional healer registered with a recognised professional council in terms of legislation, compel an employee who, in the employer's opinion, is so indisposed that he/she cannot perform his/her duties properly, to take sick leave.

17. SPECIAL SICK LEAVE FOR INJURY ON DUTY CASES AND OCCUPATIONAL DISEASES

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

17.2 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 an act by means of periodic payments of his/her

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monthly earnings shall be paid over to the municipality, provided that the employer has already advanced amount to the employee.

17.3 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 satisfactory medical certificate from a registered medical practitioner is submitted to the employer.

17.4 "Remuneration" as applicable in this paragraph (clause 16 of this agreement) includes all forms of remuneration as envisaged in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993) and subject to all provisions of the Act.

17.5 Special sick leave may only be granted if the injury on duty has been approved by the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993).

17.6 If the period of special sick leave in terms of Clause 17.1 exceeds three hundred and sixty five (365) calendar days, the Employer may take any decision it deems appropriate in line with ill health and/or incapacity of the Labour Relations Act.

18. SICK LEAVE WITHOUT PAY

An employee to whom the maximum period of full and half pay sick leave has been granted, maybe granted sick leave without pay for not more than two hundred and fifty (250) working days in any cycle if the employer is satisfied that such an employee is not permanently incapacitated to resume his/her duties: Provided where sick leave without pay exceeds eighty (80) consecutive days, the employee must be examined by a registered medical practitioner appointed by the employer. The cost of such examination shall be borne by the employer.

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19. SPECIAL LEAVE FOR AD HOC INSTANCES

Special leave with full pay may be granted to an employee when the employee:

- 19.1 after the Council has given permission the employee may become a member of the reserve police, performs police duties in terms of Sec 48 of the South African Police Act, 1995 (Act,68 of 1995).
- 19.2 partake in a bona fide sport activity at provincial and higher level in which case the special leave with full pay will not exceed three (3) working days per event and these three (3) days may include travelling time.
- 19.3 Special leave on a full pay will be granted to an employee who has been arrested or has to appear in court on a criminal charge and is later acquitted or has the charges withdrawn.
- 19.4 Gives evidence in a court case after a subpoena and /or summons has been served on him/her.

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20. LEAVE WITHOUT PAY

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

20.1.1 Leave without pay shall be granted when all available vacation and / or sick leave has been exhausted. Leave without pay shall also be granted if an employee took leave without his/her Manager's approval even if the employee has accumulated leave days available.

20.1.2 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 shall remain liable for his own contributions to the said funds, as well as any payment in terms of a Collective Agreement.

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21. SPECIAL LEAVE

21.1 Study Leave

21.1.1 Study leave shall be granted in accordance with this Collective Agreement.

21.1.2 Study leave shall be granted on the basis of one day paid study leave for each day that an employee writes an examination plus two (2) days per paper for preparation for the examination.

21.1.3 The said leave for examination in terms of Clause 21.1.2 must be approved in advance by the Municipal Manager or his delegate as per the Delegation Policy.

21.1.4 Employees shall be required to submit proof in the form of the exam time table for the student / employee requiring study leave (examination leave) as provided by the relevant educational institution before such leave can be granted.

21.2 Leave of absence for obligatory training course.

21.2.1 The fields of study must be relevant to the Local Government undertaking in accordance with the Municipality's Policy.

21.2.2 An employee attending a work-related training or training course shall be deemed to be on duty.

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21.3 Additional leave for Post Graduate Studies

21.3.1 Special leave for a dissertation or thesis will be granted with full pay to a maximum of five (5) working days leave per qualification or for research.

21.4 Attending of Classes during office hours

21.4.1 An employee who study part-time or by means of correspondence in a field applicable to the Employer and who, as the result of his/her studies, is required to be absent from his/her place of work, will be granted vacation leave and special leave on a 50:50 basis for the time he/she is released from duty, subject to the exigencies of the service.


21.4.2 If he/she does not have leave to his/her credit, unpaid vacation will be granted.

21.5 To attend a court or tribunals

21.5.1 On receipt of a written subpoena, notice of set down or any similar notice, an employee who is subpoenaed / called to attend a Court of Law or a tribunal or any other similar forum as a witness shall be granted paid special leave for that day.

21.5.2 In executing the provisions of paragraph 21.5.1 above subpoenaed employees shall inform their line Managers a day before to leave their work stations.

21.5.3 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.

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21.5.4 An employee who is incarcerated but not convicted for a period of twelve (12) months shall be granted unpaid leave in his / her position for the said period.

21.6 Sport, arts and culture events

An employee who is selected by recognised amateur or professional sports, art and culture association, which association may qualify for special leave provided that such association be recognized by NOCSA or the Council of Sport of South Africa and the Council for Art and Culture.

21.7 Quarantine and isolation under medical instructions


Where a registered Medical Practitioner has placed an employee under quarantine / in isolation in terms of the Public Health Act, 1977 (Act 63 of 1977) or any Regulations in force there under, such an employee shall be granted paid special leave, provided that the medical certificate has been submitted.

21.8 Application for Special Leave

21.8.1 Operational requirements must be taken into consideration.

21.8.2 Supporting documents must be provided with the application.

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

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21.9 Adoption and Surrogacy Leave

21.9.1 When a child from zero (0) to four (4) years is adopted, adoption leave will be granted to an adopting employee. An employee is entitled to receive three (3) months paid adoption leave after the legal adoption procedure.

21.9.2 When a child older than four (4) years is adopted, adoption leave will be granted to an adopting employee. An employee is entitled to receive three (3) weeks paid adoption leave after the legal adoption procedure.

21.9.3 In a case of surrogacy a partner that, as per the Surrogacy Agreement, has been assigned to perform the role of the birthmother (receiving parent) shall be entitled to paid maternity leave of three (3) months.

21.9.4 In events referred in 21.9.1, 21.9.2 and 21.9.3 above the child's birth certificate and adoption order or Surrogacy Agreement must be submitted to the Employer.

22. ENCASHMENT OF LEAVE

Inclusive of its conditions as contained in the Main Collective Agreement an employee should be entitled to encash the ten (10) days leave per financial year.

23. LONG SERVICE RECOGNITION

23.1 An employee who was appointed after 1st of July 1986 shall qualify for the following additional leave as recognition for long service at the same employer, which shall be only on the date on which the various periods of continues service have been appointed

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<i>10 years' service</i>	:	<i>10 working days</i>
<i>15 years' service</i>	:	<i>20 working days</i>
<i>20 years' service</i>	:	<i>30 working days</i>
<i>25 years' service</i>	:	<i>30 working days</i>
<i>30 years' service</i>	:	<i>30 working days</i>
<i>35 years' service</i>	:	<i>30 working days</i>
<i>40 years' service</i>	:	<i>30 working days</i>
<i>45 years' service</i>	:	<i>30 working days</i>

- 23.2 An employee who was appointed before 1st of July 1986 shall qualify for long service recognition on an individual "contractor to holder" principle on the 5% bonus scheme as was applicable up to 1st July 1986.
- 23.3 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.
- 23.4 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 Agreement.
- 23.5 Long service may further be acknowledged by a symbolic occasion and certificate.
- 23.6 Employees whose benefits in terms of the existing long service recognition schemes are more favourable than those provided in this Agreement shall retain those favourable benefits for the duration of their employment.
- 23.7 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.

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23.8 Long Service recognition re will be pro-rated for employees on termination of service.

24. ANNUAL BONUS

24.1 An employee shall qualify for a non-pensionable annual bonus equal to one (1) months' salary;

24.2 This bonus is payable once in a financial year and will be pro-rated for employees commencing employment during the year and have not completed a full year of service.

24.3 A pro rata payment of an annual bonus in respect of an uncompleted year of service shall be made on termination of service.

24.4 On termination of service, an employee shall be paid his leave entitlement, including the leave mentioned in terms of Clause 22.1 above, calculated in terms of the relevant provisions of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).

25. LEGAL INDEMNIFICATION

25.1 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;

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

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- a) 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
- b) settle the claim and pay any amount due in terms of such settlement, or pay any award made by a court against him.

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

25.1.3 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:-

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

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26. EXEMPTIONS

- 26.1 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.
- 26.2 All applications for exemption from any provisions of this agreement shall be in writing and lodged with the Regional Secretary of the Limpopo Division of the SALGBC. Such application shall contain:
- 26.2.1 All material details of the Applicant;
 - 26.2.2 The exact provision of this collective agreement from which the Applicant seeks exemption
 - 26.2.3 Detailed grounds on which such exemption is sought
 - 26.2.4 The application shall be forwarded / filed with the other parties which parties shall submit their comments within thirty (30) days of the said application.
- 26.3 The Executive Committee of the Limpopo Division of the SALGBC shall consider all applications from a party/non-party to this agreement which has been filed with the SALGBC within thirty (30) days (which shall include the members of such party), and may, and on giving its reasons therefore, grant/refuse exemption on any conditions and for any period it considers appropriate. An exemption may be heard and granted/refused if a party fails to oppose or comment on an exemption application.
- 26.4 Any party aggrieved by a decision of the Executive Committee may lodge a dispute to the Arbitrator within thirty (30) days who shall consider the application and on giving its reasons therefore, may grant/refuse an exemption on any conditions and for any period it considers appropriate. The decision of the Arbitrator shall be final.

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26.5 The Limpopo Division of the SALGBC shall issue to every applicant and respondent granted/refused exemption in terms of this clause a certificate of exemption setting out:

26.5.1 The applicant's name.

26.5.2 The provisions of the agreement from which exemption has been granted;

26.5.3 The conditions relating to the exemption and;

26.5.4 The period for which the exemption shall operate

26.5.5 The date of implementation.

26.6 The respondent shall give effect to the exemption application within 14 days after notification of the exemption granted.

26.7 The Limpopo Division of the SALGBC may withdraw a certificate of exemption granted to a party on good cause shown following the procedures in terms of paragraphs 16.2 to 16.4 above to this agreement by giving thirty (30) days' notice to the party concerned, or may in the case of a non-party, apply to the Independent Exemptions Body for the withdrawal of a certificate granted.

26.8 The Independent Exemption Body shall be constituted on an ad hoc basis and shall be appointed by the SALGBC from its panel of arbitrators set up in terms of its constitution.

27. DISPUTES REGARDING THE INTERPERTATION AND APPLICATION OF THIS AGREEMENT

27.1 Any person or party may refer a dispute about the interpretation or application of this collective agreement to the Executive Committee of the Limpopo Division of the SALGBC.

27.2 The Executive Committee shall investigate the dispute or cause the dispute to be investigated and attempt to resolve the dispute by issuing a

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directive, and in the event of the dispute not being resolved within fourteen (14) days:

27.2.1 Appoint a conciliator from the appropriate panel of conciliators within fourteen (14) days.

27.2.2 Refer the dispute to arbitration

27.3 Once a conciliator is appointed, the Regional Secretary shall decide the date, time and venue of the conciliations meeting and shall serve notice of these particulars on the parties to the dispute

27.4 If the dispute is referred to arbitration, the Regional Secretary shall appoint an arbitrator from the Divisional panel of arbitrators within fourteen (14) days doing so far as possible on a rotational basis;

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

27.6 The arbitrator shall:

27.6.1 Endeavor to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated;

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

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

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28. ENFORCEMENT OF THIS COLLECTIVE AGREEMENT

- 28.1 Despite any other provision in the Act, the Limpopo Division of the SALGBC shall monitor and enforce compliance of this Collective Agreement in terms of Section 33A of the Act.
- 28.2 The Regional Secretary shall 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 compliance order.
- 28.3 The Limpopo Division of the SALGBC shall refer any unresolved dispute concerning compliance with any provision of this collective agreement within 14 days to arbitration by an arbitrator appointed by the SALGBC failing which a party may institute necessary legal steps as it deem appropriate to enforce the exemption granted.
- 28.4 If a party to an arbitration in terms of Section 33A(4)(a) of the LRA, and the party is not a party to the SALGBC, objects to the appointment of an arbitrator in terms of the section, the Commission, on request by the SALGBC, must appoint an arbitrator.
- 28.5 If an arbitrator is appointed in terms of Section 17.4, above –
- 28.5.1 The SALGBC remains liable for the payment of the arbitrators fee and;
- 28.5.2 The arbitration is not conducted under the auspices of the Commission.
- 28.6 An arbitrator conducting an arbitration in terms of Section 33A of the Act has the powers of a commissioner in terms of Section 142 of the Act, read with the changes required by the context.
- 28.7 Section 138 of the Act read with the changes required by the context, applies to any arbitration conducted in terms of Section 33A.

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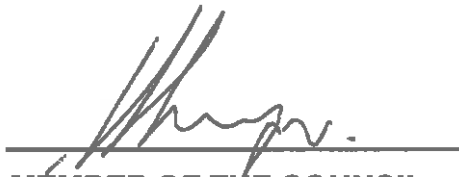
- 28.8 An arbitrator acting in terms of Section 33A may determine any dispute concerning the interpretation or application of a collective agreement.
- 28.9 An arbitrator conducting an arbitration in terms of Section 33A may make an appropriate award, including –
- 28.9.1 Ordering any person to pay any amount owing in terms of a collective agreement
 - 28.9.2 Imposing a fine for a failure to comply with a collective agreement
 - 28.9.3 Charging a party an arbitration fee
 - 28.9.4 Ordering a party to pay the cost of the arbitration
 - 28.9.5 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);
 - 28.9.6 An award for costs against any party as the arbitrator deems appropriate
- 28.10 Interest on any amount that a person is obliged to pay in terms of his 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 1975), unless the arbitration award provides otherwise.
- 28.11 An arbitration award is an arbitration conducted in terms of Section 33A is final and binding and may be enforced in terms of Section 143 of the Act.
- 28.12 If an employer upon whom a fine has been imposed in terms of this section files an application to review and set aside an award made in terms of subsection (7), any obligation to pay a fine is suspended pending the outcome of the application.

GS Amy Amy HAN³⁶

SIGNED AT POLOKWANE ON THE 18 DAY OF SEPTEMBER 2017.



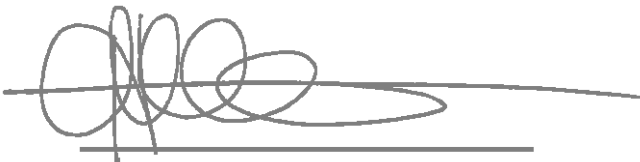
**MEMBER OF THE COUNCIL
(REPRESENTING SALGA LIMPOPO)**



**MEMBER OF THE COUNCIL
(REPRESENTING IMATU)**



**MEMBER OF THE COUNCIL
(REPRESENTING SAMWU)**



**REGIONAL SECRETARY OF
THE COUNCIL (SALGBC)**