

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

**COLLECTIVE AGREEMENT ON CONDITIONS OF SERVICE FOR THE
MPUMALANGA DIVISION**

In accordance with the provisions of the South African Local Government Bargaining Council Main Collective Agreement and Entered Into by and between the: -

**SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION (Mpumalanga
Division)**
(Hereinafter referred to as "SALGA")

Herein represented by HLUMBANE BUSI

and

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

Herein represented by MARK- UEE GERICKE

and

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

Herein represented by SAM LEKHULENI

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



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1. SCOPE OF APPLICATION

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

2. EXCLUSION/S FROM THIS AGREEMENT

- 2.1 That Municipal Managers and those employees reporting directly to the Municipal Manager as contemplated in terms of Section 56 & 54A of the Municipal Systems Act (Act 32 of 2000 and as amended) are excluded from this Collective Agreement.

3. PERIOD OF OPERATION



- 3.1 This Agreement shall come into operation in respect of the parties to the Agreement, on 1st of July 2018 and shall remain in force until 30th June 2023.
- 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 30th June 2023.

4. OBJECTIVES

- 4.1 To establish common and uniform conditions of service for employees within the registered scope of the Mpumalanga Division of the SALGBC, and to replace all existing conditions of service referred to herein that are less favorable to the agreed minimum conditions set and to retain all conditions that are above the minimum set conditions;
- 4.2 The parties have reached agreement on several matters delegated to them in terms of Part C of the SALGBC Main Collective Agreement, and wish to record the terms and conditions of their agreement as follows:


5. DEFINITIONS

- 5.1 All expressions used in this Agreement which are defined in the Labour Relations Act, 1995, Basic Conditions of Employment Act and SALGBC Main Collective Agreement, shall bear the same meaning as in the Acts and Agreement, unless contrary intention appears;
- 5.2 Words importing the masculine gender shall include the feminine, and vice versa.

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

5.3.1 "Act"	means the Labour Relations Act No 66 of 1995, as amended;
5.3.2 "Acting Allowance"	Means the monetary payment to an employee for carrying out the duties of a higher graded/similar post on a temporary basis and in terms of the relevant policy or clause in this Agreement.
5.3.3 "Annual Leave cycle"	Means the period of twelve (12) month's employment with the same employer immediately following an employee's commencement of employment or following the completion of that employee's existing leave cycle;
5.3.4 "BCEA"	Means the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).
5.3.5 "Contract Employee"	Employee appointed on a fixed term contract or contract to perform a specific task.
5.3.6 "Council"	The Mpumalanga Division of the South African Local Government Bargaining Council
5.3.7 "Continuous service"	Means the continuous period of employment from date of appointment and includes all periods of duly approved leave and periods of suspension.
5.3.8 "Day"	Means a working day, i.e. Monday to Friday excluding public holidays unless indicated otherwise by the context;
5.3.9 "Danger Allowance"	Means allowances payable to employees exposed to hazardous conditions by risking their lives,
5.3.10 "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;
5.3.11 "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 is required to be done without delay
5.3.12 "Employer or Employers"	refers to employers / municipalities that fall under the jurisdiction of the Mpumalanga Division of the SALGBC

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5.3.13 "Executive Committee"	Means the Executive Committee of the Mpumalanga Division of the SALGBC;
5.3.14 "IMATU"	Means the Independent Municipal and Allied Trade Union;
5.3.15 "Long Service Bonus"	Means remuneration and / or leave in respect of years of service
5.3.16 "Municipality"	Means a local or district municipality established in terms of section 12 of the Municipal Structures Act;
5.3.17 "Night Work"	Means work done between 6pm and 6am.
5.3.18 "Overtime"	means the time that an employee works during a day or a week in excess of ordinary hours of work;
5.3.19 "Parties"	Means IMATU Mpumalanga, SALGA Mpumalanga and SAMWU Mpumalanga
5.3.20 "Permanent employee"	means an employee appointed to a post on the staff establishment of a municipality on an open-ended contract;
5.3.21 "Post"	Means a position on the employer's approved organizational structure to which specific duties are coupled;
5.3.22 "Public holiday"	Means a day as promulgated in the Public Holidays Act, 1994 (Act 36 of 1994)
5.3.23 "SALGA"	Means the South African Local Government Association Mpumalanga
5.3.24 "SALGBC"	Means the South African Local Government Bargaining Council Mpumalanga
5.3.25 "SALGBC MCA"	Means the Main Collective Agreement of the Central Council of the SALGBC.
5.3.26 "SAMWU"	Means the South African Municipal Workers Union Mpumalanga
5.3.27 "Shift Allowance"	Means a non-pensionable allowance applicable to shift workers.
5.3.28 "Standby"	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.
5.3.29 "Special Leave"	Means leave in addition to normal leave
5.3.30 "Trade Unions"	Means the South African Municipal Workers Union and the Independent Municipal and Allied Trade Union duly registered trade unions as contemplated in the Labour Relations Act, 1995 (Act 66 of 1995);
5.3.31 "Tools of Trade"	Means the resources (to be determined by each municipality) provided by a municipality to an employee to enable such employee to discharge her duties in the most efficient and effective manner, and at all times remain the

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	assets of the municipality concerned
5.3.32 "Year"	Means the period 1 January to 31 December unless indicated otherwise by the context.

6. OVERTIME/STANDBY

- 6.1 The provisions governing overtime, as regulated by the Basic Conditions of Employment Act (No 75 of 1997), will apply.
- 6.2 Overtime shall be approved by the Municipal Manager or her delegated Person in writing prior to the overtime being worked.
- 6.3 In terms of the Ministerial Determination, contained in the Basic Conditions of Employment Act, persons earning over the threshold amount do not have a legal right to demand payment in respect of overtime. The employer must, however, in determining the hours of work of the employee earning above the threshold take into consideration section 6(3) of the Act.
- 6.4 When an employee, by resolution of the Municipality, makes himself available on a stand-by basis outside normal working hours, she shall also be entitled to a stand-by allowance calculated on the following basis:
- 6.4.1 The stand-by allowance tariff:
20% of annual basic salary of incumbent +250 days + 8 hours.
- 6.4.2 Standby allowance is payable per hour and shall be calculated as follows:
Monday to Friday: 1x hourly tariff x number of hours
Saturday: 1, 5 x hourly tariff x number of hours
Sunday and Public Holidays: 2 x hourly tariff x number of hours
- 6.5 An employee on stand-by duty called out to perform actual work shall be paid at the appropriate rate of overtime as determined in this Agreement.
- 6.6 In terms of the employer's MUNICIPAL TRAVELLING POLICY, normal tariffs shall be paid to employees for actual kilometers travelled in a private/own vehicle from home to work and back whilst on standby duty.

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7. EMERGENCY WORK

- 7.1 In case of emergencies, the employer may require an employee to perform emergency work outside his normal working hours.
- 7.2 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:
- 7.2.1 Monday – Saturday: 1.5 times normal rate of pay.
- 7.2.2 Sunday and Public Holiday: Double the normal rate of pay.
- 7.3 Emergency work performed must be confirmed as emergency by the Sectional Head or authorized delegate within five days after the work has been done and then approved by the Municipal Manager or authorized delegate.

8. NIGHT WORK ALLOWANCE

- 8.1 A night work allowance of 10 Rand (R10.00) per hour shall be paid for night work performed. This amount will be increased annually in accordance with the same percentage salary increases as agreed upon at the Central Council of the SALGBC.
- 8.2 The provisions governing night work, as set out in the Basic Conditions of Employment Act (No 75 of 1997) are applicable.

9. SHIFT ALLOWANCE

- 9.1 The allowance is equal to 20%, from lowest post level to post level 10 (or the equivalent TASK grade) on the current Salary levels of the employees' annual basic salary and is payable monthly.
- 9.2 The allowance is equal to 10%, for post level 9 to highest level (or equivalent TASK grade) of the employees' annual basic salary and is payable monthly.
- 9.3 Employees who receive a shift allowance are not entitled to receive a night work allowance.

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10. ACTING ALLOWANCE

- 10.1** Acting in Section 56 and Section 54A shall be dealt with in accordance with the applicable legislation and regulation.
- 10.2** When an employee is required to act in a higher or equivalent post for a period of not less than three (3) 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 of the post in which she acts, shall be paid to such employee in addition to her salary in respect of the period in which she acts, provided that:
- 10.2.1** The employee has been duly appointed in writing by the Municipal Manager (or her assignee) to act in the higher post.
- 10.2.2** Any interruption of less than three working days in total shall be deemed to form part of the acting period as occasioned by any of the following circumstances:
- 10.2.2.1** Illness supported by a medical certificate
 - 10.2.2.2** Family bereavement
 - 10.2.2.3** Attendance at court as a witness, if subpoenaed
- 10.3** Acting appointments to vacant posts must be reviewed every 3 (three) months.
- 10.4** Vacant posts on a Municipality's permanent staff establishment should be filled within (six) months.
- 10.5** Unless operational requirements dictate otherwise, acting appointments should be confined to employees reporting directly to the applicable acting position. In the event that there is more than one employee on the same level, the employees shall act on rotational basis.
- 10.6** In the event that an employee's salary is equal to or higher than commencing notch of the salary scale of the post in which she is due to assume an acting position, an acting allowance fixed at 12,5% of the employee's basic salary shall be paid.
- 10.7** Acting allowance includes all benefits and tools of trade (e.g. Cellphone Allowance, 3G, 4G, travelling allowance etc.) of the higher post if acting is for a period of 22 working days or longer.


11. DANGER ALLOWANCE

11.1 The necessity and quantum of a danger allowance is to be determined by each municipality's policy in the province.

12. WORKING HOURS

12.1 All employees shall work a 40-hour working week.

13. LONG SERVICE RECOGNITION

13.1 ANNUAL SERVICE BONUS

13.1.1 An annual non-pensionable bonus shall be payable to all employees who comply with the qualifying period and other Conditions prescribed in this clause.

13.1.2 Such bonus shall be equal to one-twelfth of an employee's annual salary on the qualifying date, the qualifying period shall be: -

13.1.2.1 Every completed year of service;

13.1.2.2 for an employee who retires in terms of the Rules of the Pension Fund (retirement or medical boarding), or dies, the number of completed months from her last qualifying date to the date of retirement or death, or from the date of engagement where she has not completed 12 months of service.

13.1.3 The qualifying date shall be the last day of the qualifying period.

13.1.4 The bonus shall be paid to an employee in the month following her qualifying date.

13.1.5 The bonus payable to an employee referred to in clause 13.1.2.2 shall be calculated pro rata to the relevant number of completed months.

13.1.6 An employee other than one referred to in clause 13.1.2.2 who leaves the Service for any reason before completing the qualifying period, shall not be entitled to the bonus or any portion thereof.

13.1.7 An employee who has qualified for the bonus, and before payment, leaves the Service shall be entitled to receive such payment.

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13.1.8 When an employee takes leave without pay in excess, in the aggregate, of 20 working days during a qualifying period, the amount of bonus payable to her on completion of the period shall be reduced in proportion to the full period of such leave without pay.

13.2 LONG SERVICE BONUS

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

After 5 years' service – 5 working days
After 10 years' service – 10 working days
After 15 years' service – 20 working days
After 20 years' service – 30 working days
After 25 years' service – 30 working days
After 30 years' service – 30 working days
After 35 years' service – 30 working days
After 40 years' service – 40 working days
After 45 years' service – 45 working days

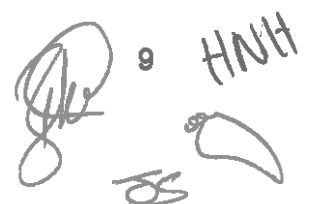
13.2.2 An employee may choose to either utilize the leave as annual leave or en-cash such leave within 12 months of the date of qualifying for the leave.

13.2.3 When an employee terminates her service, the long services recognition leave balance must be paid in addition to the accrued leave days as per the Main Collective Agreement and the BCEA.

13.2.4 Long service shall further be acknowledged by a symbolic occasion and certificate.

13.2.5 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.

13.2.6 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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14. SPECIAL LEAVE

14.1 ADDITIONAL SICK LEAVE

In addition to the sick leave specified in the Main Collective Agreement, Part B, clause 8.2, the following special leave will apply:

14.1.1 An employee is entitled to a further 80 working days on half pay per sick leave cycle of 36 months

14.1.2 If the maximum period of sick leave to which an employee is entitled has been granted to her, and owing to reasons of health, she is not able to resume duty, the employer if;

14.1.2.1 The employee has applied for a medical boarding, the employer shall grant such employee additional 40 sick leave days without pay, and the employee must be examined by a registered medical practitioner or registered traditional healer appointed by the employer. The cost of such examination shall be borne by the employer.

14.2. ISOLATION OR QUARANTINE

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



14.3 OTHER SPECIAL LEAVE

14.3.1 Municipal employees managed through the Municipality's Employee Wellness Programme shall be managed in terms of a special dispensation leave committee; chronic disease shall be granted additional to sick leave in compliance with the policy related criteria and procedures.

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

14.3.2 Employees of the Municipality shall be entitled to take 10 paid days leave for religious/ cultural purposes.

14.3.3 Employees of the municipality with a medical certificate or a recommendation for treatment by a registered medical practitioner shall be entitled to take paid

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leave for a maximum of 30 days for substance dependency twice in a sick leave cycle.

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

- 15.1 An employee who is absent from duty due to an injury arising out of her duties and occurring in the course thereof or owing to an illness contracted in the course of and as a result of her duties, shall be considered to be on duty on full pay for the period during which she is unfit to perform her duties.
- 15.2 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 her in terms of the Act by means of periodic payments of her monthly earnings shall be paid over to the municipality, provided that the employer has already advanced the amount to the employee.
- 15.3 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 the 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.
- 15.4 Remuneration 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.
- 15.5 Special sick leave may only be granted if the injury on duty has been approved by the commissioner according to the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993).
- 15.6 If the period of special sick leave in terms of Clause 15.1 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 in terms of the Labour Relations Act.

16. STUDY LEAVE

Employees who are part-time or correspondence students studying for an approved qualification through a recognised institution either through the municipality's funding or self-funding shall be granted examination and study leave as follows:

- 16.1. An employee shall be granted one day of special leave on the day, for every examination she is required to write, which is prescribed by the course which she has been registered for and which has been approved by the employer.
- 16.2 Two working days special leave on full pay shall be granted to an employee in order to prepare for every examination prescribed or approved by the employer. Provided that if the official results of the examination are not submitted to the relevant manager or department within six months of the examination, the special leave will be converted to annual leave or leave without pay.
- 16.3 The above provisions (16.1 and 16.2) may be applied once only in respect of a re-examination, as a result of the employee failing the examination, and which has to be repeated.
- 16.4 Additional leave for Post Graduate Studies: Special leave for a treatise or thesis will be granted with full pay to a maximum of five (5) working days leave per qualification.
- 16.5 Attending classes during office hours: An employee who studies part-time or by means of correspondence in a field applicable to the employer and who, as a result of her studies, is required to be absent from her place of work, will be granted annual leave and special leave on a 50:50 basis for the time she is released from duty.
- 16.6 In respect of clause 16.5, above, if he does not have annual leave to his credit, unpaid annual leave will be granted instead.
- 16.7 Employees who have been employed by the Local Government for a period of 5 years and more; and are studying towards an MBA, PHD or NQF level 10 qualification may apply for paid sabbatical leave of 22 days per leave cycle which shall not be unreasonably withheld, such employee shall remain an employee of Local Government upon completion of the said leave for at least 12 months.



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17. ADOPTION / SURROGATE LEAVE

- 17.1 When an employee legally adopts a child of six months of age or younger, for whom the employee will be the adoptive parent, she may be granted 3 (three) months paid adoption/surrogate leave for female employees and 10 days for male employees.
- 17.2 The leave only becomes available and applicable after the employee has submitted the child's birth certificate and the adoption order and when the adopting employee takes final legal and physical custody and/or responsibility for the direct and personal care of the child.

18. GENERAL

- 18.1 Special leave (to a maximum of 10 days) on full pay shall be granted to an employee subject to submission of supporting documents if the employee:
- 18.1.1 Is attending a meeting or conference approved by the employer.
- 18.1.2 Gives evidence in a court case after being served with a subpoena and or summons, upon submission of a written subpoena, confirmation or notice of set down, either in court, Department of Labour, CCMA, SALGBC or any other legal processes.
- 18.1.2.1 In executing the provisions of paragraph 18.1.2 above; subpoenaed employees shall obtain prior approval from their line managers to leave their work stations.
- 18.1.2.2 Employees who are required to attend the above mentioned in their personal capacity shall be required to apply for their annual leave.
- 18.1.3 Special leave on full pay may be granted to an employee to enable such employee to take part in a bona fide sports event representing South Africa as a selected member or official.
- 18.1.4 Special leave on full pay will be granted to an employee who has been arrested or has to appear in court on a criminal charge pending the outcomes of the court proceedings, provided the matter arose in the performance of the employee's duties.
- 18.1.5 Special leave granted in terms of clause 18.1. Above shall include any time actually and necessarily taken up by traveling for the purposes for which the leave is granted.

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

19. LEGAL INDEMNIFICATION

19.1 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 her duties or the exercise of her powers, the Municipality shall:

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

19.1.2 Provide for the legal representation of such employee at the cost of the Municipality or undertake to pay her taxed party – and – party costs, and;

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

19.1.2.2 Pay any award made by a court against her;

19.1.2.3 Legal representation costs must relate to a matter that arises from the performance by the employee of her or functions.

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

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

19.1.2.6 The legal representation cost must not relate to a matter that is of personal or private nature.

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

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19.3 The Municipality must provide in its budget of the estimated costs of legal defense and ancillary costs arising from the granting of provisional or outright indemnities.

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

20. DISPUTES REGARDING THE INTERPERTATION AND APPLICATION OF THIS AGREEMENT

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

20.2 The Executive Committee shall investigate the dispute or cause the dispute to be investigated and attempt to resolve the dispute by issuing a directive, and in the event of the dispute not being resolved within 14 days:

20.2.1 Appoint a conciliator from the appropriate panel of conciliators within 14 days.

20.2.2 Refer the dispute to arbitration.

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

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

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

20.6 The arbitrator shall:

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

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

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

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21. EXEMPTIONS

21.1 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.

21.2 All applications for exemption from any provisions of this agreement shall be in writing and lodged with the Regional Secretary of the Mpumalanga Division of the SALGBC. Such application shall contain:

21.2.1 All material details of the Applicant;

21.2.2 The exact provision of this collective agreement from which the Applicant seeks exemption.

21.2.3 Detailed grounds on which such exemption is sought.

21.2.4 The application shall be forwarded / filed with the other parties' which parties shall submit their comments within 30 days of the said application.

21.3 The Executive Committee of the Mpumalanga Division of the SALGBC shall consider all applications from a party/non-party to this agreement which has been filed with the SALGBC within 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.

21.4 Any party aggrieved by a decision of the Executive Committee may lodge a dispute to the Arbitrator within 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.




21.5 The Mpumalanga 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:

21.5.1 The applicant's name.

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

21.5.3 The conditions relating to the exemption and;

21.5.4 The period for which the exemption shall operate


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21.5.5 The date of implementation.

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

21.7 The Mpumalanga 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 21.2 to 21.5 above, to this agreement by giving 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.

21.8 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.

22. ENFORCEMENT OF THIS COLLECTIVE AGREEMENT

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

22.2 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.

22.3 The Mpumalanga 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.

22.4 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.

22.5 If an arbitrator is appointed in terms of Section 22.4 above -

22.5.1 The SALGBC remains liable for the payment of the arbitrator's fee and;

22.5.2 The arbitration is not conducted under the auspices of the Commission.

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- 22.6 An arbitrator conducting 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.
- 22.7 Section 138 of the Act read with the changes required by the context, applies to any arbitration conducted in terms of Section 33A.
- 22.8 An arbitrator acting in terms of Section 33A may determine any dispute concerning the interpretation or application of a collective agreement.
- 22.9 An arbitrator conducting an arbitration in terms of Section 33A may make an appropriate award, including –
- 22.9.1 Ordering any person to pay any amount owing in terms of a collective agreement.
- 22.9.2 Imposing a fine for a failure to comply with a collective agreement.
- 22.9.3 Charging a party an arbitration fee.
- 22.9.4 Ordering a party to pay the cost of the arbitration.
- 22.9.5 Confirming varying or setting aside a compliance order issued by the General Secretary, Regional Secretary or his appointed designated agent.
- 22.9.6 An award for costs against any party as the arbitrator deems appropriate.
- 22.10 Interest on any amount that a person is obliged to pay in terms 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 1975), unless the arbitration award provides otherwise.
- 22.11 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.
- 22.12 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, any obligation to pay a fine is suspended pending the outcome of the application.
- 22.13 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.




Handwritten initials "ANH" and a signature.

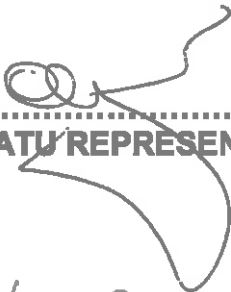
SIGNED BY THE PARTIES AT CENTURION ON THE 15TH DAY OF JUNE 2018.


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SALGA REPRESENTATIVE


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WITNESS



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SAMWU REPRESENTATIVE


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WITNESS


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IMATU REPRESENTATIVE


.....
WITNESS


.....
**REGIONAL SECRETARY
SALGBC**


.....
WITNESS