

**CAPE METROPOLITAN DIVISION OF THE SOUTH AFRICAN LOCAL GOVERNMENT
BARGAINING COUNCIL (SALGBC)**

(Hereinafter referred to as the "Cape Metro Division")

COLLECTIVE AGREEMENT FOR THE FIRE AND RESCUE SERVICE

In accordance with the provision of the Labour Relations Act (Act No 66 of 1995) made
and entered into between the following parties:

THE CITY OF CAPE TOWN

(Hereinafter referred to as the "Employer")

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")

Handwritten signatures and initials of representatives from the City of Cape Town and the Trade Unions (IMATU and SAMWU). The signatures are arranged in a circular pattern around the text '(IMATU and SAMWU will together be referred to as the "Trade Unions")'.

1. PREAMBLE

The Parties to this agreement acknowledge that the provisions of the SALGBC Main Collective Agreement relating to work hours provides for the Cape Metro Division to determine the hours of work of personnel in the Fire and Rescue Service of the Employer.

The Parties therefore agree that the purpose of this agreement is:




- 1.1 to arrange the working hours, inclusive of ordinary hours, standby time, and availability of Fire Officers, Fire Fighters and Control Room Staff by means of a Station Shift Roster, Call Out Roster and Control Room Roster of the Fire and Rescue personnel. (Example of rosters are attached to this agreement).
- 1.2 to make the provision for the payment of additional remuneration for shift work, call out availability, standby time, Sunday time and night work as the case may be.
- 1.3 to make provision for the payment, calculation and deduction of prorated percentage allowances in the event of non-availability of staff on the station shift roster and the call out roster.

2. SCOPE AND APPLICATION

This agreement shall apply to all Fire Officers, Firefighters and Control Room Staff assigned to a station shift roster, a call-out roster or a control room roster within the Fire and Rescue Services of the Employer.

3. PERIOD OF OPERATION

- 3.1. This agreement shall come into operation on 1 August 2022 and shall remain in force and effect until, and it will end on, 30 June 2030.
- 3.2. Any party who is a signatory to this agreement may, after the agreement has been in effect for a period of at least 7 years, give written notice of its intention to review and/or re-negotiate any part of this agreement.
- 3.3 After this notice has been given, the parties to this agreement shall engage in a period of 6 months' negotiation, commencing on the day that notice is given.
- 3.4 After the expiry of the period of 6 months' negotiation, should no new agreement

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be reached, or no amendment agreed, any party may approach the South African Local Government Bargaining Council for a compulsory arbitration. The parties will determine the terms of reference for such compulsory arbitration.

3.5. The commencement of these negotiation shall however not interrupt the operation of this agreement.

4. EXISTING AGREEMENTS

This agreement replaces any other existing collective agreement/s which regulates the hours of work in the City of Cape Town Fire and Rescue Services, including the current 2007 Fire & Rescue Service Collective Agreement, in force and effect within the Cape Metropolitan Division of the SALGBC, which has the same or similar terms and provisions as contained in this agreement.

5. DEFINITIONS

In this Agreement, unless the context indicates otherwise-

Any word used in the **Labour Relations Act** or the **Basic Conditions of Employment Act** has the meaning given to that word in those Acts.

5.1 **Fire Officer** means a trained, uniformed member of the Fire and Rescue Service who is able to perform operational firefighting duties and other firefighting related duties and has been appointed to an officer rank. The Chief Fire Officer is included.

5.2 **Firefighter** means a trained, uniformed member of the Fire and Rescue Service who is able to perform operational firefighting duties and other firefighting related duties and who has not been appointed to an officer rank.

5.3 **Control Room Staff** means employees of the Fire and Rescue Service who have been employed for the purposes of performing Control Room duties and who are not Fire Officers or Firefighters.

5.4 **Standby Time** means time when Fire Officers and Firefighters are required to be physically present at a fire station and available after hours to do emergency work, over and above their ordinary hours of work.

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- 5.5 **Ordinary Hours of work** means the hours of work of an employee averaged over a period of four months in terms of this collective agreement.
- 5.6 **Working time** means time actually worked, excluding standby time.
- 5.7 **Platoon** means a shift team of Fire Officers and/or Firefighters.
- 5.8 **Station Shift Roster means** a shift roster compiled by the employer which stipulates shifts for platoons, of no longer than 24 hours duration each, inclusive of ordinary hours of work, standby time, public holidays and Sundays in accordance with which each platoon will be required to work or be on standby.
- 5.9 **Call-Out Roster** means a roster compiled by the employer which stipulates the names of Fire Officers and / or Firefighters, whose ordinary hours of work are in the day and who are required to be available, within the geographical area of the Employer, unless otherwise authorised, although not physically present at a fire station, to perform work outside of their ordinary hours of work.
- 5.10 **Control Room Roster** means a roster compiled by the employer which stipulates the ordinary hours of work, which includes night work, of control room staff.
- 5.11 **Paid leave** – means any authorised paid leave including maternity leave.
- 5.12 **Ordinary shop steward-** means ordinary shop stewards who are not released to serve as full-time shop stewards.

6. ROSTER SYSTEMS

6.1 Station Shift Roster (24-hour shifts)

6.1.1 For the purposes of the station shift roster, Fire Officers and Firefighters in the Fire and Rescue Service who are assigned to fire station duties will be divided into three (3) Platoons assigned to each of the fire stations of the Employer. An example of a station shift roster is attached as Annexure "A";

6.1.2 A station shift roster, compiled by the Employer, will stipulate 24-hour

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shifts, inclusive of ordinary work and standby time, in accordance with which each Platoon will be required to be physically present at a Fire Station;

- 6.1.3 The station shift roster will allow each Platoon a daily rest period of at least 24 consecutive hours between ending and recommencing work, and a weekly rest period of at least 48 consecutive hours. The weekly rest period for each platoon will not necessarily include Sunday.
- 6.1.4 Every Fire Station must have a station shift roster specifying:
 - 6.1.4.1 Each platoon;
 - 6.1.4.2 The four-month cycle in terms of which the hours of work within the 24-hour shift are averaged;
 - 6.1.4.3 The name and rank of each Fire Officer and Firefighter assigned by the Chief Fire Officer to the Platoon;
 - 6.1.4.4 the date and time of each shift; and
 - 6.1.4.5 Start and end-times of ordinary hours of work and standby time at the Fire Station

6.2 Call-Out Roster (8-hour day shifts)

- 6.2.1 Fire Officers and Firefighters who are assigned to day shift duties (i.e. those personnel not included in the station shift roster referred to in Clause 6.1 above) shall perform their daily duties and be assigned to a group on the call-out roster prepared by the Employer;
- 6.2.2 Staff on the call-out roster must be available for the performance of operational and other firefighting related duties inclusive of weekends and public holidays. An example of a call-out roster for day shift staff is attached as Annexure "B";
- 6.2.3 The call-out roster must be compiled in the form of a continuous schedule that shall specify:

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[Signatures]

- 6.2.3.1 The group that is available for call-out;
- 6.2.3.2 The name and rank of each Fire Officer and/or Firefighter assigned to that call-out group;
- 6.2.3.3 The period over which each staff member is required to be available for call-out.

6.3 Control Room Roster (12-hour shifts)

6.3.1 Control Room Staff shall be assigned to a control room roster which consists of separate day and night shifts inclusive of weekends and Public Holidays. An example of a control room roster is attached as Annexure "C";

6.3.2 The control room roster must be available to all Control Room Staff, specifying:

- 6.3.2.1 The name of each employee on the control room roster;
- 6.3.2.2 The four-month cycle in terms of which the hours of work within the 12-hour shift are averaged;
- 6.3.2.3 The date and time of each shift.

6.4 Utilization of staff for short term operational requirement

Nothing in this agreement prevents any roster being amended where an employee is utilized at another Station, Platoon, District or Section for short term operational or any other employer requirements

7. OPERATIONAL ALLOWANCES

7.1 Staff on the Station Shift Roster (24-hour shifts)

7.1.1 In addition to the remuneration ordinarily paid, Fire Officers and Firefighters, who are assigned to a fire station and placed on a station shift roster, shall be paid a monthly non-pensionable operational allowance of 37% of their basic monthly salary, based on an average of ten (10) shifts being worked per month, for:

5 NJ M.S. CF L.M.H. U.S.

- 7.1.1.1 Being on stand-by at a Fire Station during a 24-hour shift;
- 7.1.1.2 Working while on stand-by during a 24-hour shift; and
- 7.1.1.3 Working on Sundays.

7.1.2 This allowance specifically excludes payment for work performed on Public Holidays as prescribed by the BCEA and any staff required to work on Public Holidays will be remunerated in terms of the provisions of the BCEA irrespective of the statutory earnings threshold;

7.1.3 The 37% allowance comprises of two separate components – a non-deductible 22.8% and a deductible 14.2%;

7.1.4 The non-deductible 22.8% will be paid when staff are on any form of absence, including on maternity leave, but not when on unpaid leave.


7.1.5 Any form of paid absence from a shift, other than for reasons provided in the COID Act, employer initiated and approved training or representing the employer in any official capacity, will be deducted from the deductible 14.2% prorated for actual hours not worked, as per **Annexure D**;

7.1.6 The 37% allowance will not be paid when an employee to whom this agreement is binding, is on any form of **unpaid absence**;

7.2 **Staff on the Call-Out Roster (8-hour day shifts)**

T14 and above

7.2.1 In addition to the remuneration ordinarily paid, staff employed on Grade T14 and above and assigned to the call-out roster, shall be paid a monthly non-pensionable allowance of 25% of their basic monthly salary, based on an average of seven (7) days on standby per month for:

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- 7.2.1.1 Being available, within the geographical area of the employer, unless otherwise authorised although not physically present at fire station;
- 7.2.1.2 Performing actual work inclusive of operational duties for the duration of the period on the call-out roster, outside their ordinary hours of work, inclusive of night work and work on weekends
- 7.2.2 Work performed on Public Holidays when on call will be remunerated for actual work in terms of the provision of Section 18 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997) irrespective of the statutory earnings threshold.
- 7.2.3 The 25% allowance comprises of two separate components - a non-deductible 10% and a deductible 15%.
- 7.2.4 The non-deductible 10% will be paid when staff are on any form of absence, including when on maternity leave, but not when on any unpaid leave/absence.
- 7.2.5 Any form of paid absence when rostered in terms of the call –out roster, other than for reasons provided in the COID Act, employer initiated and approved training or representing the employer in any official capacity, will be deducted from the deductible 15% as per **Annexure D**.
- 7.2.6 The 25% allowance will not be paid when an employee to whom this agreement is binding, is on any form of **unpaid absence**.

T13 and below

- 7.2.7 In addition to the remuneration ordinarily paid, staff employed on Grade T13 and below and assigned to the call-out roster, shall be paid a monthly non-pensionable allowance of 37% of their basic monthly

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salary, based on an average of seven (7) days on standby per month for:

7.2.7.1 Being available, within the geographical area of the employer, unless otherwise authorised although not physically present at a fire station.

7.2.7.2 Performing actual work inclusive of operational duties for the duration of the period on the call-out roster, outside their ordinary hours of work, inclusive of night work and work on weekends

7.2.8 Work performed on Public Holidays when on call will be remunerated for actual work in terms of the provision of Section 16 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997) irrespective of the statutory earnings threshold.

7.2.9 The 37% allowance comprises of two separate components - a non-deductible 22.8% and a deductible 14.2%.

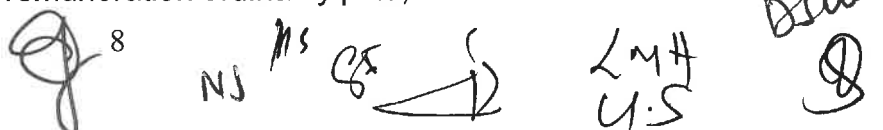
7.2.10 The non-deductible 22.8% will be paid when staff are on any form of absence, including when on maternity leave, but not when on unpaid leave/absence.

7.2.11 Any form of paid absence when rostered in terms of the call-out roster, other than for reasons provided in the COID Act, employer initiated and approved training or representing the employer in any official capacity, will be deducted from the deductible 14.2% as per **Annexure D**.

7.2.12 The 37% allowance will not be paid when an employee to whom this agreement is binding, is on any form of unpaid absence.

7.3 Staff on the Control Room Roster (12-hour shifts)

7.3.1 In addition to the remuneration ordinarily paid, Control Room Staff shall

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be placed on a control room roster and be paid a monthly operational allowance of 10.5% of their basic monthly salary, based on an average of 7 night shifts being worked per month, for:

7.3.1.1 Working at night; provided that

7.3.1.2 Sunday and public holidays will be paid in terms of the Basic Conditions of Employment Act irrespective of the statutory earnings threshold.

8. SHOP STEWARD ALLOWANCES

No ordinary shop-steward shall forfeit any prorata allowance while performing duties of a shop-steward, absence for preparation/consultation or actual representation.

9. OVERTIME

9.1 For the purposes of this agreement, the hourly overtime rate of pay for all Firefighters and Fire Officers will be calculated and paid, based on a 45 hour working week.

9.2 Where a Fire Officer, Firefighter or Control Room Staff assigned to the Station Shift Roster and Control Room Roster is required to work time in excess of the average hours per week, they will be entitled to overtime payment in terms of the City's overtime policy irrespective of the earnings threshold contemplated in the Basic Conditions of Employment Act, 1997 (Act No 75 of 1997).

9.3 Where a Fire Officer or Firefighter assigned to the Call Out Roster is required to work time in excess of the normal hours per week and not rostered to be on call, they will be entitled to overtime payment in terms of the City's overtime policy irrespective of the earnings threshold contemplated in the Basic Conditions of Employment Act, 1997 (Act No 75 of 1997).

9.4 Any legal restriction on overtime hours per month in respect of Employees to whom the BCEA is applicable can be exceeded when it applies to short term requirements or emergency operational requirements or circumstances for which the Municipality could not reasonably have been expected to make provision for as determined in

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Section 6(2) of the Basic Conditions of Employment Act, 1997 (Act No 75 of 1997).

10. FOOD ALLOWANCE

A food allowance is payable to employees assigned to the Station Shift Roster. This amount, up to a maximum determined by the employer, will be determined as follows:

- The employer will pay R2, 00 for every R1, 00 contributed by the employee.
- The City will undertake a feasibility study to determine the most cost effective way of providing meals to the Fire Service.

11. DISPUTE RESOLUTION

Disputes about the interpretation and/or application of this collective agreement shall be dealt with in terms of the dispute resolution mechanisms provided for in the main collective agreement.

This Collective Agreement was considered, approved and adopted by the Bargaining Committee of the Cape Metro Division, in terms of Clause 17.3 of the Constitution of the SALGBC on 14th day of October 2022.

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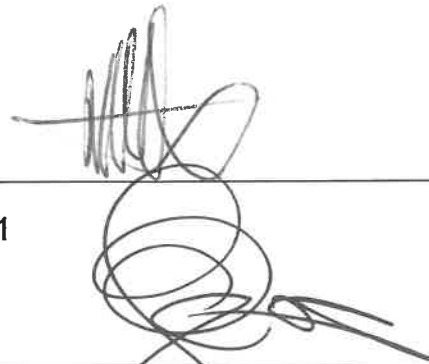
- MS
- GF
- U.S
- AB
- NS
- Other illegible signatures


SIGNED AT CAPE TOWN ON THE 14th DAY OF OCTOBER 2022




(REPRESENTING THE CITY OF CAPE TOWN)

Name: VINCENT SOTTO

1. 

2. 

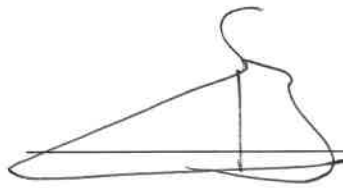
1.  U. Sowazi

2.  M. MAGUILA

(REPRESENTING SAMWU)

Name: Glenn Ford

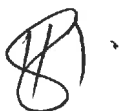


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2. 

(REPRESENTING IMATU)

Name: Mzwonke Sebeto





SALGBC

 W. BRINK.

CITY OF CAPE TOWN FIRE AND RESCUE SERVICE
STATION SHIFT ROSTER

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	1 Platoon	2 Platoon	3 Platoon	1 Platoon	2 Platoon	3 Platoon	1 Platoon
2	3 Platoon	1 Platoon	2 Platoon	3 Platoon	1 Platoon	2 Platoon	3 Platoon
3	2 Platoon	3 Platoon	1 Platoon	2 Platoon	3 Platoon	1 Platoon	2 Platoon

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 GC U.S
 LmH
 NW
 SSM




CITY OF CAPE TOWN FIRE AND RESCUE SERVICE
DAY SHIFT STAFF CALL-ROSTER

MONTH 1																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
C	C	C	D	D	D	D	D	D	D	A	A	A	A	A	A	A	B	B	B	B	B	B	B	C	C	C	C	C	C	
MONTH 2																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
C	D	D	D	D	D	D	D	A	A	A	A	A	A	A	B	B	B	B	B	B	B	C	C	C	C	C	C	C	D	D
MONTH 3																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
D	D	D	D	D	A	A	A	A	A	A	A	B	B	B	B	B	B	B	C	C	C	C	C	C	C	D	D	D	D	
MONTH 4																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
D	D	D	A	A	A	A	A	A	A	B	B	B	B	B	B	B	C	C	C	C	C	C	C	D	D	D	D	D	D	D


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 Shift
 ASW
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**CITY OF CAPE TOWN FIRE AND RESCUE SERVICE
CONTROL ROOM STAFF ROSTER**

Week	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
	Day	Night	Day	Night	Day	Night	Day	Night	Day	Night	Day	Night	Day	Night
1	Shift 1	Shift 2	Shift 1	Shift 2	Shift 3	Shift 1	Shift 3	Shift 1	Shift 4	Shift 3	Shift 4	Shift 3	Shift 2	Shift 4
2	Shift 2	Shift 4	Shift 1	Shift 2	Shift 1	Shift 2	Shift 3	Shift 1	Shift 3	Shift 1	Shift 4	Shift 3	Shift 4	Shift 3
3	Shift 2	Shift 4	Shift 2	Shift 4	Shift 1	Shift 2	Shift 1	Shift 2	Shift 3	Shift 1	Shift 3	Shift 1	Shift 4	Shift 3
4	Shift 4	Shift 3	Shift 2	Shift 4	Shift 2	Shift 4	Shift 1	Shift 2	Shift 1	Shift 2	Shift 3	Shift 1	Shift 3	Shift 1
5	Shift 4	Shift 3	Shift 4	Shift 3	Shift 2	Shift 4	Shift 2	Shift 4	Shift 1	Shift 2	Shift 3	Shift 1	Shift 3	Shift 1
6	Shift 3	Shift 1	Shift 4	Shift 3	Shift 4	Shift 3	Shift 2	Shift 4	Shift 2	Shift 4	Shift 1	Shift 2	Shift 1	Shift 2
7	Shift 3	Shift 1	Shift 3	Shift 1	Shift 4	Shift 3	Shift 4	Shift 3	Shift 2	Shift 4	Shift 2	Shift 4	Shift 1	Shift 2
8	Shift 1	Shift 2	Shift 3	Shift 1	Shift 3	Shift 1	Shift 4	Shift 3	Shift 4	Shift 3	Shift 2	Shift 4	Shift 2	Shift 4



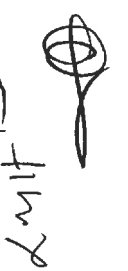



 Ms U.S. NJ



**CITY OF CAPE TOWN FIRE AND RESCUE SERVICE
PRO-RATA DEDUCTIONS TABLE**

T6 To below T14 on the Station Shift Roster (Annexure A)						
Allowance %	% Non-Deductible	% Deductible	Average shifts per month	% deductible per 24 hour shift	% deductible per day	% deductible per day during on call period
37%	22.8%	14.2%	10	1.42%	0.71%	
Unpaid leave (37%)						
1,85%						
T6 to below T14 on the Call-out roster (Annexure B)						
Allowance %	% Non-Deductible	% Deductible	Average days on call per month	% deductible per day during on call period		
37%	22.8%	14.2%	7	2%		
Unpaid leave (37%)						
5.3%						
T14 and above on the call-out roster (Annexure B)						
Allowance %	% Non-Deductible	% Deductible	Average days on call per month	% deductible per day during on call period		
25%	10%	15%	7	2%		
Unpaid leave (25%)						
3.6%						

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