

SOUTH AFRICAN LOCAL GOVERNMENT BARGAINING COUNCIL

NORTHERN CAPE/FREE STATE REGIONAL OFFICE

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31 October 2016

TO: ALL MUNICIPAL MANAGERS

CC: The Provincial Secretary
The Regional Manager
The LR & HR Manager

SAMWU Free State
IMATU Free State
SALGA Free State

Sir/Madam,

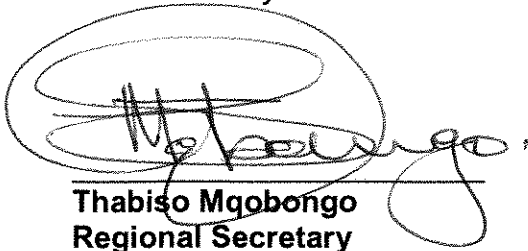
CIRCULAR NO.1/2016: COLLECTIVE AGREEMENT FOR THE FREE STATE DIVISION OF THE SALGBC.

The parties; SALGA, SAMWU and IMATU in the Free State Division, during the meeting held 27 October 2016 in Bloemfontein concluded a new collective agreement.

Notwithstanding the signature date, this collective agreement shall come into effect from 01 November 2016 and to remain in force until 30 June 2020.

Copy of the Collective Agreement for the Free State Division of the SALGBC can be accessed on our website www.salgbc.org.za

Yours faithfully



Thabiso Mqobongo
Regional Secretary

Address correspondence to the Regional Secretary

**THE SOUTH AFRICAN LOCAL GOVERNMENT
BARGAINING COUNCIL**

(Hereinafter referred to as "the Council")

**COLLECTIVE AGREEMENT FOR THE FREE STATE
DIVISION OF THE SALGBC**

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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SECTION A: APPLICATION

1. SCOPE OF AGREEMENT

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

2. EXCLUSIONS FROM THIS AGREEMENT

- 2.1 That Municipal Managers and those employees reporting directly to the Municipal Manager as contemplated in terms of Section 56 of the Municipal Systems Act, 2000 (Act 32 of 2000 and as amended) be 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 01 July 2016 and shall remain in force until 30 June 2020; thereafter the agreement shall continue indefinitely in respect of the parties to this Agreement.
- 3.2 This Agreement shall come into operation in respect of non-parties, on a date to be determined by the Minister of Labour and shall remain in force until 30 June 2020.

4. OBJECTIVES

- 4.1 To establish common and uniform conditions of services covered by this agreement;

- 4.2 To establish common and uniform procedures for employers and employees covered by this agreement;
- 4.3 To endeavour to ensure effective and efficient employment relations that will enhance service delivery;
- 4.4 To promote fair treatment of employees;
- 4.5 To promote and maintain industrial peace; and
- 4.6 To replace all previous conditions of service relating to matters covered by this agreement and the conditions of service contained herein.

5. DEFINITIONS

- 5.1 All expressions used in this agreement which are defined in the Labour Relations Act, 1995, shall bear the same meaning as in the Act and, unless contrary intention appears;
- 5.2 Words importing the masculine gender shall include the feminine, and *vice versa*;
- 5.3 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.

- 5.3.1 "Act" means the Labour Relations Act, No. 66 of 1995, as amended;
- 5.3.2 "Annual leave cycle" means the period of twelve (12) months employment with the same employer immediately following an employee's commencement of employment or following the completion of that

employee's existing leave cycle;

5.3.3 "Appeal" means an exemption appeal;

5.3.4 "Basic Conditions of Employment Act" means the Basic Conditions of Employment Act, 1997 (Act 75 of 1997);

5.3.5 "Continuous Service" means the continuous period of employment from date of appointment and includes all periods of duly approved leave, periods of suspension and the period from the date of completing of a service contract, and not more than three months from the date of commencement of the next

service contract shall not be deemed to be an interruption of service, if condoned by the Municipality;

5.3.6 "Day"

means working days, i.e. Mondays to Fridays excluding public holidays unless otherwise provided for in the Main Collective Agreement;

5.3.7 "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;

5.3.8 "Employee"

means any person, excluding an independent contractor who works for another person or for the State and who receives, or is entitled to receive, any remuneration;

5.3.9 "Employer or Employers" refers to employers/ municipalities within the

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registered scope of the
Free State Division of the
SALGBC;

- 5.3.10 *"Executive Committee"* means the Executive
Committee of the Free State
Division of the SALGBC;
- 5.3.11 *"IMATU"* means the Independent
Municipal and Allied Trade Union;
- 5.3.12 *"Municipality"* means a metropolitan, local or
district municipality established in
terms of the Municipal Structures
Act;
- 5.3.13 *"Night work"* means work performed after
18h00 and before 06h00 the
next day;
- 5.3.14 *"Normal working day"* means any calendar day of
the week in respect of which an
employee is normally required
to work;
- 5.3.15 *"Permanent employee"* means an employee
appointed to an approved post
on the staff establishment of a



- municipality on an open-ended contract;
- 5.3.16 *"Post"* means an approved position on a municipality's organisational structure to which specific duties are coupled;
- 5.3.17 *"Public holiday"* means a public holiday as stipulated in the Public Holidays Act, 1994 (Act 36 of 1994);
- 5.3.18 *"Regional Secretary"* means the Regional Secretary of the Free State Division of the SALGBC.
- 5.3.19 *"Shift Allowance"* means a non-pensionable allowance, which shall be paid to employees who work on a regular rotational shift basis;
- 5.3.20 *"SALGA"* means the South African Local Government Association:
- 5.3.21 *"SALGBC"* means the South African Local Government Bargaining Council;

- 5.3.22 “SAMWU” means the South African
Municipal Workers’ Union;
- 5.3.23 “Trade Union” means either IMATU or
SAMWU and trade unions
means IMATU and
SAMWU;
- 5.3.24 “Standby Service” 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.
- 5.3.25 “Shift” means where an employee is
required to work for a specific
period of time on a rotational shift
system with an average of either
42 hours, 56 hours or 84 hours
per working week respectively, a
whereby twenty four hour, seven
days a week (24/7) municipal
service is rendered.

- 5.3.26 “Sick leave cycle” means the period of 36 months of employment with the same employer immediately following an employee’s commencement of employment or following completion of that employees existing sick leave cycle.
- 5.3.27 “the Council” means the Council of the Free State Division of the SALGBC
- 5.3.28 “*Workplace*” means an employer/ municipality;
- 5.3.29 “*Year*” means the period 1 January to 31 December unless indicated otherwise by the context.



SECTION B:
FULL TIME SHOP STEWARDS

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

6.1 The parties to this agreement hereby agree to use the whole of the area of jurisdiction of the Free State Division of the South African Local Government Bargaining Council to determine the number of Full Time Shop Stewards for IMATU and SAMWU;

6.1.1 IMATU will be entitled to at least three (3) Full Time Shop Stewards and SAMWU will be entitled to at least ten (10) Full Time Shop Stewards.

6.1.2 In the event that the Trade Union reach an additional 1 000 members they will qualify for an additional Full Time Shop Steward. The membership to be confirmed by the SALGBC that they indeed qualify.

6.2 From the date of signature of this agreement IMATU and SAMWU will be entitled to Full Time Shop Stewards in terms of Section 11.5.1 of the Main Collective Agreement read with this Agreement.

6.3 The employer will provide each Full Time Shop Steward in a workplace with a monthly budget for operational costs of R1 500-00 per month (cellphone costs and printing costs). If the R1 500-00 per month is exceeded then the union will carry the additional costs. The amount of R1 500-00 will be increased with 10% in each new financial year.

6.4 The amount mentioned in 6.3 above may be reviewed on a motivation by parties on practicalities and experiences on the ground twice in a financial year.

- 6.5 The Trade Unions may provide computer, fax, printer and paper to the Full Time Shop Steward.
- 6.6 The employer will provide landlines for telephone and fax, an office and furniture on request to the Full Time Shop Steward for the purpose of interviewing members, meeting shop stewards and for storing documents.



SECTION C
SUBSTANTIVE MATTERS

7. SPECIAL LEAVE

7.1 Study Leave

- 7.1.1 Study leave shall be granted in accordance with municipal policy and this collective agreement.
- 7.1.2 Study leave shall be granted on the basis of one day paid leave special leave for each day that an employee writes an examination plus an equivalent amount of days for preparation for the examination.
- 7.1.3 The said leave for examinations in terms of clause 7.1.2 must be approved in advance by the Municipal Manager or his assignee which approval shall not be unreasonably refused.

7.2 Leave of absence for obligatory course/study requirements

- 7.2.1 The fields of study must be approved in advance in accordance with the Municipality's policy and must be in accordance with the requirements of the curriculum of the approved course. Where no policy exists, it shall be approved by the Municipal Manager or his assignee.
- 7.2.2 An employee attending a work-related training or study course shall be granted paid special leave for the full duration of the obligatory attendance requirements.
- 7.2.3 An employee writing a test that contribute to the year mark, attending training, study course or contact sessions shall be granted up to ten (10) days' paid special leave and thereafter one day's paid special leave for every day's leave taken by the employee.

7.2.4 Leave referred to in clauses 7.1 and 7.2 shall be granted twice per subject/module to allow for supplementary examinations.

7.2.5 Clause 7.2.4 does not apply to compulsory training initiated by the employer.

7.3 Leave for Research

a) A maximum of 10 days' special leave for research purposes shall be granted to an employee admitted for a post graduate course, as well as a master's degree or advanced diploma.

- If an employee on commencement of service has already been enrolled for postgraduate study as defined in clause (a), the special leave period shall be reduced as follows:

$$\frac{\text{Study period in service}}{\text{Actual study period}} \times 10 \text{ days}$$

7.4 Leave to attend a court of law to give evidence on being summonsed as a witness and acquittal

7.4.1 On receipt of a written subpoena, an employee who is summonsed to attend a Court of Law as a witness shall be granted paid special leave for the period of absence from duty, provided that any witness fee received, excluding a travel and subsistence allowance, shall be reimbursed or recovered from the employee whatever the case may be and where it is in the best interest of the society and the country at large.

7.4.2 Any employee who is arrested and appears in court as a result of charges laid by his employer and who is later acquitted shall be granted paid leave for the period of incarceration.

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7.5 Sports, art and culture events

An employee who is elected by a recognised amateur or professional sports, art and culture association, which association must be recognised by NOCSA or the Council of Sport of South Africa and the Council for Art and Culture, to:

- 7.5.1 Represent South Africa or any province as participant in international or national, provincial sport, art and cultural competitions inside as well as outside the Republic of South Africa;
- 7.5.2 Accompany teams that will represent South Africa at international sports competitions inside as well as outside the Republic of South Africa as couch or manager;
- 7.5.3 Officiate at provincial, national or international events, shall be granted paid special leave for these purposes, subject to clause 6.9.4.

7.6 Quarantine and isolation under medical instructions

7.6.1 Where a registered medical practitioner has placed an employee under quarantine/in isolation in terms of the National Health Act, 2003 (Act No. 61 of 2003) or any regulations in force there under, such an employee shall be granted paid special leave, provided that the medical certificate issued details the period of absence and the reason therefore.

7.7 Occupational injuries and disease

- 7.7.1 An employee who sustains an injury or contracts an illness in the course of his official duties such as to entitle the employee to compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, (Act 130 of 1993), as amended.

7.7.2 An employee who sustains an injury or contracts an illness in the course of his official duties shall continue to receive his normal pay from the employer in the following circumstances:

- (a) until payments for loss of income are received from the Compensation Commissioner under the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), as amended or under an applicable benefits policy. OR
- (b) until such time that the compensation commission has rejected the claim.

7.7.3 Should an employee receive payments for loss of income from the Compensation Commissioner under the said Act the employer may pay an amount not exceeding the difference between the normal pay he receives from the employer and any periodical payments in lieu of loss of income received under the said Act or applicable policy.

7.8 Leave without pay

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

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

7.8.1 Leave without pay shall be granted only when all available vacation, long service and/ or sick leave has been exhausted.

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7.8.2 For the period of leave without pay employer shall continue to make employer's contributions only to the employee's group life insurance scheme, pension and medical aid fund, provided that the employee also makes his contributions to the said funds, as well as any payment in terms of a collective agreement.

7.9 Application for Special Leave

- 7.9.1 Exigencies of the service must be taken into consideration.
- 7.9.2 Supporting documents, where required, must be provided with the application.
- 7.9.3 Application for special leave, must be approved by the Municipal Manager or his assignee and shall be considered in a bona fide manner, and shall not be unreasonably refused.
- 7.9.4 Special leave shall not exceed 20 working days in an annual leave cycle – this limitation does not apply to clauses 7.4, 7.6 and 7.7, but shall include clauses 7.1, 7.2, 7.3 and 7.5.

8. ACTING ALLOWANCE

- 8.1 The employee is considered to be acting if he is duly appointed in writing by the Municipal Manager or his authorised assignee to act in a post.
- 8.2 When an employee is acting in a more senior post for a period of not less than 10 (ten) consecutive working days, an acting allowance at an annual rate equal to the difference between an employee's salary and the commencing notch of the salary scale of the post in which he acts, shall be paid to such employee in addition to his salary in respect of the period in which he acts.

- 8.3 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 he is due to assume an acting position, an acting allowance fixed at 12, 5% of the employee's basic salary shall be paid.
- 8.4 An employee acting in equal or lesser position shall be entitled to an acting allowance fixed at 12,5% of the acting employee's basic salary.
- 8.5 Any interruption of less than three working days in total shall be deemed to form part of the acting period if occasioned by any of the following circumstances:
- 8.5.1 Illness supported by a medical certificate;
 - 8.5.2 Family bereavement;
 - 8.5.3 Attendance at Court as a witness, if subpoenaed.
- 8.6 Subject to existing operational requirements, acting appointments to vacant posts shall be reviewed within 3 (three) months.
- 8.7 Vacant posts on a Municipality's permanent staff establishment should be filled within 6 (six) months unless there is a compelling reason not to do so.
- 8.8 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 a rotational basis.
- 8.9 An employee holding a transport allowance bearing post, acting on

a higher position shall be entitled to the difference between his transport allowance and the transport allowance payable to such a post.

- 8.10 An employee holding a non-transport allowance bearing post, acting on a higher position with a transport allowance shall be entitled to the transport allowance payable to such a higher post, to qualify for transport allowance the acting employee shall have a suitable vehicle available to execute his acting duties.

9 NIGHT-WORK ALLOWANCE

- 9.1 All employees will be eligible for receiving a night work allowance, in the event that an employee's salary is above the earnings threshold his night work allowance will be capped on the earnings threshold as determined in the Basic Conditions of Employment by the Minister of Labour from time to time.
- 9.2 An employee is entitled to a night work allowance when he/she is requested by the employee's superior in terms of section 17(2)(a) of the BCEA and approved by the Municipal Manager or his assignee to perform night work.
- 9.3 The employee shall be compensated in the form of a night work allowance for night work according to the following formula:
- $20/100 \times (\text{annual pensionable salary} \div 250 \div 8)] \times \text{actual number of hours working night-work}$
- 9.4 Every municipality shall determine a delegation policy for the purposes of clause 9.2. If no such policy is in place, any written instruction by the

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superior to perform night-work shall qualify as an instruction for the purposes of clause 9.2. Such a policy must be communicated to all employees.

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

9.6 In terms of Section 6(2) of the Basic Conditions of Employment Act "Sections 9.10(1), 14(1), 15(1), 17(2) and 18(1) shall not apply to work that must be done without delay due to circumstances which the employer could not reasonably be expected to provide for and which could not be performed by employees during their normal working hours." Section 17(2) deals with the payment of a night-work allowance. Therefore, employees on standby who work overtime between 18:00 and 06:00 shall receive a night-work allowance, subject to clauses 9.7 and 9.8.

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

9.7.1 Inform the employee in writing or orally if the employee is not able to understand a written communication in a language that the employee understands:

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

9.7.1.2 Of the employee's right to undergo a medical examination in terms of clause 9.7.1.3.

9.7.1.3 At the request of the employee, enable the employee to undergo a medical examination,

for the account of the employer, concerning those hazards.

9.7.1.4 Before the employee starts, or within a reasonable period of the employee starting such work and at appropriate intervals while the employee continues to perform such work.

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

9.7.2 Transfer the employee to suitable day work within a reasonable time if the employee suffers from a health condition associated with the performance of night-work; provided that it is practical for the employer to do so and after due consultation has taken place.

9.8 For the purpose of clause 8.6, an employee performs night-work on a regular basis if the employee works for a period of more than one hour after 18:00 and before 06:00 at least five times per month or 50 times per year, including employees on standby.

10 STAND-BY DUTY ALLOWANCE

10.1 An employee is entitled to a standby allowance when he/she is requested in a written instruction by the Municipal Manager or his/her superior to be available for the performance of duty outside his/her normal working hours.

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

10.2.1 When an employee is required to be available for duty for a period
Of at least eight(8) hours during a 24 hour period (based on a 40 hour working week) after normal working hours.

10.2.2 Stand-by shall not exceed a calendar week provided that an Employee shall not be on stand-by for more than two (2) weeks per month.

10.3 Every municipality shall determine a delegation policy for the purposes of clause 10.1 where no such policy is in place, any written instruction by a supervisor to perform standby duty shall qualify as an instruction for the purposes of clause 10.1. Such a policy must be communicated to all employees.

10.4 Stand-by duty is calculated:

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

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

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

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

$$\frac{10}{100} \times (\text{annual pensionable salary} / 250 / 8) \times \text{actual number of hours on standby}$$

11. SHIFT ALLOWANCE

11.1 The allowance is equal to 6% of the employees' monthly basic salary and is payable monthly.

12. LONG-SERVICE BONUS

12.1 In addition to normal vacation leave, an employee shall qualify for the following additional leave together with the following monetary award as recognition for continuous service at the completion of the following:

12.1.1 5 years' service: 5 days accumulative leave plus a once off payment equal to 2% of the employee's annual salary;

12.1.2 10 years' service: 10 days accumulative leave plus a once off payment equal to 3% of the employee's annual salary;

12.1.3 15 years' service: 15 days accumulative leave plus a once off payment equal to 4% of the employee's annual salary;

12.1.4 20 years' service: 15 days accumulative leave plus a once off payment equal to 5% of the employee's annual salary;

12.1.5 25 years' service: 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary.

12.1.6 30 years' service: 15 days accumulative leave plus a once off payment equal to 6% of the employee's annual salary.

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12.1.7 35 years' service: 15 days accumulative leave plus
a once off payment equal to 6%
of the employee's annual salary.

12.1.8 40 years' service: 15 days accumulative leave plus
a once off payment equal to 6%
of the employee's annual salary.

12.1.9 45 years' service: 15 days accumulative leave plus
a once off payment equal to 6%
of the employee's annual salary.

12.2 On termination of service, an employee shall be paid his
leave entitlement, including the leave mentioned in terms of
clause 12.1 above, calculated in terms of the relevant
provisions of the Basic Conditions of Employment Act 75
1997 (Act 75 of 1997).

12.3 The initial date of appointment of an employee shall be
maintained for the purposes of determining the actual
service period of the employee and for the calculation of the
long service bonus.

12.4 The long service leave must be taken within one year of
receiving such leave or may be wholly or partially encashed.

12.5 Long service may further be acknowledged by a symbolic
occasion.

12.6 All current employees whose benefits in terms of existing
long service recognition schemes are more favourable than

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those provided in this Agreement, shall retain those more favourable benefit/s. Local Labour Forum to forward the better benefits within six month from the date signing this agreement to the Council.

- 12.7 All newly appointed employees with effect from the effective date of this Agreement will receive a long service bonus as contained in this Agreement.

13. EMERGENCY WORK

In the case of emergencies owing to circumstances for which an employer could not normally have made provision, Municipalities may require employees to perform emergency work outside his normal working hours and remuneration for such emergency work shall be paid as follows:

- 13.1 Mondays to Saturdays: 1½ times the normal rate of pay;

- 13.2 Sundays and Public Holidays: Double the normal rate of pay.

Provided that such work is authorised by the Municipal Manager or his assignee, or in accordance with standing operating procedures.

14. LEGAL INDEMNIFICATION

- 14.1 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

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exercise of his powers, the Municipality shall:

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

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

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

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

- has made an admission or statement which the

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Municipality considers to be prejudicial to a successful defence,

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

15. ADDITIONAL PAID SICK LEAVE

15.1 If the maximum period of sick leave in terms of the Main Collective Agreement to which an employee is entitled to has been granted to him and owing to reasons of ill health he is not able to resume duty, the Municipality may grant such employee an additional 80 working days sick leave which shall be made up as follows:

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

The following conditions shall apply:

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

15.1.2 Employer and employee shall comply with the provisions of

any applicable risk benefit insurance relating to disability;
and

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

15.2 In respect of any sick leave cycle no employee shall be
entitled to more than 130 working days sick leave on full pay.

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

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

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

16.1 If an employee to whom annual leave has been granted is certified sick by



a registered medical or dental practitioner after his annual leave has commenced, that part of his annual leave during which he was thus certified sick shall be converted into sick leave on submission of the prescribed certificate by such medical or dental practitioner or a traditional healer registered with a recognized professional council in terms of relevant legislation.

- 16.2 If, due to illness, an employee is unable to take annual leave already deducted, he shall be credited with an equal number of annual leave days.
- 16.3 An employee may not during any period of sick leave approved in terms of these conditions, resume service without the approval of a registered medical practitioner.
- 16.4 An employee who is absent from service because of illness must take all reasonable steps to notify his immediate supervisor (or his assignee) as soon as possible.
- 16.5 An employee to whom the maximum period of full and half paid sick leave has been granted, may be granted sick leave without pay for not more than 250 working days in any cycle if the Municipality is satisfied that such an employee is not permanently incapacitated to resume his duties, provided that where sick leave without pay exceeds 40 consecutive days, the employee must be examined by a registered medical practitioner appointed by the Municipality. The cost of such examination shall be borne by the Municipality.

17. OVERTIME

- 17.1 An employee shall be entitled to be paid overtime when he is requested by written instruction by the Municipal Manager or his authorised

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

- 17.2 Overtime is generally regulated in the BCEA (Section 10) and these provisions should govern overtime payment.
- 17.3 Overtime shall be paid or time-off granted to all employees except senior managerial employees as defined in the BCEA and employees earning in excess of the threshold as determined from time to time.
- 17.4 Employees on standby in terms of clause 9 shall receive overtime payment when called out irrespective of the statutory threshold.
- 17.5 The payment of overtime or time off granted must be agreed to prior to the overtime being worked.
- 17.6 Employees working or assisting in the political and tourism offices during weekends or on public holidays shall be entitled to overtime payment equivalent to one day's salary provided that the number of hours worked are in excess of the minimum five (5) hours in a day. Should the minimum hours be less, normal overtime as per this agreement will be applicable but in the event that an employee is working in excess of eight (8) hours the concerned employee shall be entitled to the equivalent of two days salary.
- 17.7 The employees will be entitled to a maximum of 15 hours of overtime per week.

18. APPOINTMENTS/PROMOTIONS

- 18.1 All appointments into positions that are by their very nature permanent positions below Sections 54A and 56 shall be on permanent basis except for the positions that are linked to the term of office of the political office bearers, sections 54A and 56 managers.

19. HOURS OF WORK:

- 19.1 Senior Management, Safety, Security and Emergency Personnel shall work a 40 hours working week.

SECTION D

UNIFORM INCLUSIVE FIXED SHIFT ALLOWANCE

20 PAYMENT OF FIXED ALLOWANCE

20.1 All personnel working Shifts within Municipalities will be paid a monthly fixed allowance. For purpose of this Agreement the term "Operational Personnel" refers to those officials who are required to work shifts as agreed to by the parties and includes all operational personnel working in the Municipalities in the Free State Province.

42 Hour Working Week (4 shifts)

20.1.2 This inclusive fixed monthly shift allowance will be paid at a rate of 27% of each of the concerned employees' basic salary, e.g. if an employee earns a basic annual salary of R120 000-00 on a specific scale, he earns a basic monthly salary of R10 000-00 this employee will then be paid an additional R2 700-00 per month as a fixed allowance of 27%.

20.1.3 The inclusive fixed monthly shift allowance will be paid in consideration of and in lieu of the following:

- * Payment for the scheduled overtime (those hours exceeding the agreed upon 40 hours per week) worked by operational personnel as part of the 42 hour rotational 4 shift system (42 hour work week), i.e. the additional 2 hours per week (over and above the 40 hours which constitute these officials normal average weekly working hours);

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- Payment for work performed on Sundays as prescribed by the BCEA (as part of scheduled shift);
- Payment for work performed during night hours between the hours of 18H00 and 06H00, as prescribed by the BCEA and the Divisional Collective Agreement;
- Payment for work performed during meal intervals as prescribed by the BCEA.
- Payment for any other form of shift allowance which may have been payable to any shift workers or which may have existed before the conclusion of this agreement.

20.1.4

This allowance is not in consideration of the following and therefore specifically excludes payments for the following:

- Payment for work performed on Public Holidays as prescribed by the BCEA and Divisional Collective Agreement;
- Any other allowances not related to working hours and which is currently the subject of existing collective agreements and / or conditions of service or which might in future form the basis of negotiations on conditions of services, e.g. stand-by;



- Payment for scheduled overtime, unscheduled overtime and emergency overtime, i.e. overtime not included in the 42 hour working week.

20.1.5 Irrespective of the threshold determined by the BCEA employees performing operational duties will be paid the above allowance.

20.2 56 Hour Working Week (3 shifts)

Working of a 56 hour working week, three (3) shift system, shall only be applicable to operational employees performing a twenty four hour, seven days per week service.

20.2.1 This inclusive fixed monthly shift allowance will be paid at a rate of 48% of each of the concerned employees' basic salary, e.g. if an employee earns a basic annual salary of R120 000-00 on a specific scale, he earns a basic monthly salary of R10 000-00, this employee will then be paid an additional R4 800-00 per month as a fixed allowance of 48%.

20.2.2 The inclusive fixed monthly shift allowance will be paid in consideration of and in lieu of the following:

- Payment for the scheduled overtime (those hours exceeding the agreed upon 40 hours per week) worked by operational personnel as part of the 56 hour rotational 3 shift system (56 hour work week), i.e. the additional 16 hours per week (over and above the 40

hours which constitute these officials normal average weekly working hours);

- Payment for work performed on Sundays as prescribed by the BCEA (as part of scheduled shift);
- Payment for work performed during night hours between the hours of 18H00 and 06H00, as prescribed by the BCEA and the Divisional Collective Agreement;
- Payment for work performed during meal intervals as prescribed by the BCEA.
- Payment for any other form of shift allowance which may have been payable to any shift workers or which may have existed before the conclusion of this agreement.

20.2.3 This allowance is not in consideration of the following and therefore specifically excludes payments for the following:

- Payment for work performed on Public Holidays as prescribed by the BCEA and Divisional Collective Agreement;
- Any other allowances not related to working hours and which is currently the subject of existing collective agreements and / or conditions of

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services or which might in future form the basis of negotiations and conditions of services.

- 20.2.4 Irrespective of the threshold determined by the BCEA employees performing operational duties will be paid the above allowance.

20.3 84 Hour Working Week (2 shifts)

Working of a 84 hour working week, four (4) shift system, shall only be applicable to operational employees performing a twenty four hour, seven days per week service.

- 20.3.1 This inclusive fixed monthly shift allowance will be paid at a rate of 72% of each of the concerned employees' basic salary, e.g. if an employee earns a basic annual salary of R120 000-00 on a specific scale, he earns a basic monthly salary of R10 000-00, this employee will then be paid an additional R7 200-00 per month as a fixed allowance of 72%.

- 20.3.2 The inclusive fixed monthly shift allowance will be paid in consideration of and in lieu of the following:

- * Payment for the scheduled overtime (those hours exceeding the agreed upon 40 hours per week) worked by operational personnel as part of the 84 hour, rotational 2 shift system (84 hour work week), i.e. the additional 42 hours per week (over and above the 40 hours which constitute these officials normal average weekly working hours);




- Payment for work performed on Sundays as prescribed by the BCEA (as part of scheduled shift);
- Payment for work performed during night hours between the hours of 18H00 and 06H00, as prescribed by the BCEA and the Divisional Collective Agreement;
- Payment for work performed during meal intervals as prescribed by the BCEA.
- Payment for any other form of shift allowance which may have been payable to any shift workers or which may have existed before the conclusion of this agreement.

20.3.3 This allowance is not in consideration of the following and therefore specifically excludes payments for the following:

- Payment for work performed on Public Holidays as prescribed by the BCEA;
- Any other allowances not related to working hours and which is currently the subject of existing collective agreements and / or conditions of services or which might in future form the basis of negotiations and conditions of services.

20.3.4 Irrespective of the threshold determined by the BCEA employees performing operational duties will be paid the above allowance.

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20.4 Termination of the Fixed Allowance

The agreed fixed allowance will terminate under the following circumstances:

20.4.1 Where an employee has exhausted his/her leaves.

20.4.2 The provision in 20.4.1 is not applicable to employees who are absent from duty due to:

- An injury on duty (IOD) and these employees will receive the fixed allowance for the full duration of their absence from duty. This is agreed to with the understanding that, should the Compensation Commission reject an IOD claim as a valid claim, the fixed allowance paid to that employee for more than the three months period (envisaged in section 20.4.1 above) will be recovered from that employee's salary over the same period as it was so paid over to him or her; and
- Their attendance to a training and/or educational course/seminar (for more than six months), officially recognized and approved by the Municipal Manager or his authorized representative.

20.5 Performance of Duties between 23:00 and 06:00

20.5.1 Should the Municipality wish to schedule duties, other than operational duties as contained in the employee's job description (i.e. routine operational duties, skills development training, maintenance of equipment, guarding services,

patrols, emergency call-outs, the restoration of equipment on vehicles for the next call-out), for the hours between 23:00 and 06:00 such duties will be arranged on a work/ training roster where after it will be communicated to all involved operational personnel a week in advance of the commencement of the envisaged duties.

20.5.2 The duties envisaged in 20.5.1 shall:

- not be employed as punitive measures against employees;
- be reasonable in relation to the volume of operational and emergency duties/call-outs performed by the affected employees.

20.6 Application and effect

20.6.1 The agreement does not repeal or substitute any of the other conditions agreed to in terms of the so-called Collective Agreement on Conditions of Service, Free State Division, which are not covered by this agreement, the Main Collective Agreement.

20.6.2 Employees will be entitled to the inclusive fixed allowance when on annual, special and or sick leave.

20.6.3 It is agreed that the Parties to this Agreement must enter into negotiations regarding a new agreement at least three (3) months prior to the termination of this Agreement.

- 20.6.4 All safety, security and emergency personnel must receive trauma counseling at least every six months, the employer will be responsible for the cost thereof.
- 20.6.5 When an employer wishes to change its shift system the matter must be the subject of Local Labour Forum discussion and agreement.
- 20.6.6 The 2 shift system will only be allowed to assist municipalities that were on their 2 shift systems for a period of twelve(12) months from the signature of this agreement, thereafter they must change to a 3 or 4 shift system in terms of this agreement.

SECTION E

21 ENFORCEMENT OF THIS COLLECTIVE AGREEMENT

- 21.1 Despite any other provision in the LRA, the Free State Division of the SALGBC shall monitor and enforce compliance of this collective agreement in terms of Section 33A of the LRA.
- 21.2 The Regional Secretary may issue a compliance order which will stipulate the alleged breach and shall clearly indicate that such breach be rectified within ten (10) days of receipt of such a compliance order.
- 21.3 The Free State Division of the SALGBC may refer any unresolved dispute concerning compliance with any provision of this collective agreement to arbitration by an arbitrator appointed by the SALGBC.
- 21.4 If a party to arbitration in terms of Section 33A is not a party to the SALGBC and objects to the appointment of an arbitrator in terms of clause 21.3, the Commissioner, on request by the SALGBC, must appoint an arbitrator.
- 21.5 If an arbitrator is appointed in terms of clauses 21.3 and 21.4 above –
- 21.5.1 the SALGBC remains liable for the payment of the Arbitrator's fee; and
- 21.5.2 the arbitration is not conducted under the auspices of the Commissioner.

- 21.6 An arbitrator conducting arbitration in terms of Section 33A of the LRA, read with the changes required by the context.
- 21.7 Section 138 of the LRA, read with the changes required by the context, applies to any arbitration conducted in terms of Section 33A.
- 21.8 An arbitrator acting in terms of Section 33A may make any dispute concerning the interpretation or application of a collective agreement.
- 21.9 An arbitrator conducting arbitration in terms of Section 33A may make an appropriate award, including –
- 21.9.1 ordering any person to pay an amount owing in terms of a collective agreement;
 - 21.9.2 imposing a fine for a failure to comply with a collective agreement;
 - 21.9.3 charging a party an arbitration fee;
 - 21.9.4 ordering a party to pay the costs of the arbitration;
 - 21.9.5 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);
 - 21.9.6 any award contemplated in Section 139(9).
- 21.10 Interest on any amount that a person is obliged to pay in terms of this collective agreement accrues from the date on which the amount was due and payable at the rate prescribed in terms of

Section 1 of the Prescribed Rate of Interest Act, 1975 (Act 55 of 1997), unless the arbitration award provides otherwise;

- 21.11 An arbitration award in an arbitration conducted in terms of Section 33A is final and binding and may be enforced in terms of Section 143 of the Act.
- 21.12 If an employer upon whom a fine has been imposed in terms of Section 33A files an application to review and set aside an award made in terms of Subsection (8), any obligation to apply a fine is suspended pending the outcome of the application.

SECTION F

22 DISPUTE REGARDING THE INTERPRETATION AND APPLICATION OF THIS AGREEMENT

- 22.1 Any person or party may refer a dispute about the interpretation or application of this collective agreement to the Regional Secretary of the Council.
- 22.2 The Regional Secretary shall in the event of a dispute not being resolved:
- 22.2.1 Appoint a conciliator from the appropriate panel of conciliators, (doing so as far as possible on a rotational basis) or if the dispute remains unresolved;
- 22.2.2 Refer the dispute to arbitration.
- 22.3 Once a conciliator is appointed, the Regional Secretary shall decide the date, time and venue of the conciliation meeting and shall serve notices of these particulars on the parties to the dispute.
- 22.4 If the dispute is referred to arbitration, the Regional Secretary shall appoint an arbitrator from the appropriate panel of arbitrators, doing so as far as possible on a rotational basis.
- 22.5 The Regional Secretary, in consultation with the arbitrator, shall decide the date, time and venue of the arbitration hearing.
- 22.6 The arbitrator shall:

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22.6.1 Endeavour to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated; and

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

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

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SECTION G

23 AMENDMENT OF THIS AGREEMENT

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

SECTION H

24. EXEMPTIONS

- 24.1 Any party or person bound by this agreement shall be entitled to apply for exemption from this agreement.
- 24.2 All applications for exemption from any provisions of this agreement must be in writing and lodged with the Regional Secretary.
- 24.3 Such applications shall be regulated by the EXEMPTIONS POLICY AS STIPULATED ON SECTION E CLAUSE 18 OF THE MAIN COLLECTIVE AGREEMENT OF THE SALGBC.

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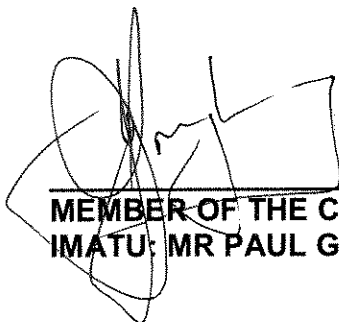
SIGNED AT BLOEMFONTEIN ON THE 27TH DAY OF OCTOBER 2016.



MEMBER OF THE COUNCIL
SALGA: ZANOXOLO FUTWA



MEMBER OF THE COUNCIL
SAMWU: MR ELIAS MATSEPHE



MEMBER OF THE COUNCIL
IMATU: MR PAUL GREYLING